



Regular Meeting of the Board of Directors

Thursday, July 25, 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)

- 2.a)** The agenda for the Regional District of Kootenay Boundary Board of Directors meeting of July 25, 2019 is presented.

Recommendation: Corporate Vote Unweighted

That the agenda for the Regional District of Kootenay Boundary Board of Directors meeting of July 25, 2019 be adopted as presented.

3. Minutes

- 3.a)** The minutes of the Regional District of Kootenay Boundary Board of Directors meeting held June 27, 2019 are presented.

[Minutes-Regular Meeting Board of Directors - 27-BoD July 25 19 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Regional District of Kootenay Boundary Board of Directors meeting held June 27, 2019 be adopted as presented.

4. Delegation(s)

- 4.a) Rachel Roussin, Kootenay and Boundary Farm Advisors (KBFA)
Re: Activities of the KBFA Program (2017-2019)**

[R. Roussin-Kootenay Boundary Farm Advisors-Activities 2017-2019-BoD July 225 19](#)

- 4.b) P. Dehnel, Community Relations Manager, Community Energy Association (CEA)
Re: Climate Action in the RDKB**

[T. Dehnel-Community Energy Assoc-RDKB Climate Action-BoD July 25 19](#)

5. Unfinished Business

5.a) G. Denkovski, Manager of Infrastructure and Sustainability Re: Funding the Climate Adaptation Project for RDKB Electoral Area 'A'

Director McGregor, Environmental Services Liaison

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability, regarding funding the Climate Adaptation Project for RDKB Electoral Area 'A' is presented.

[Staff Report - Funding for Climate Adaptation RDKB Area A - Board - July 25 2019 - Pdf](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the Collaborative Research Agreement with Selkirk College for \$5,000 for the Electoral Area A Climate Adaptation Project commencing May 1, 2019 and expiring March 1, 2021. **FURTHER** that \$5,000 be allocated from the Carbon Neutral Initiatives Reserve Fund in General Government (001) Service, as the RDKB's portion. **FURTHER** that the Board approve the RDKB's authorized signatories to execute the Agreement.

6. Communications-RDKB Corporate Communications Officer

F. Maika, Corporate Communications Officer will be present at the meeting to answer inquiries related to RDKB communications.

7. Communications (Information Only)

7.a) There are no communications (information only) to review.

8. Reports

8.a) Monthly Cheque Register Summary

Director Cacchioni, Finance Liaison

The monthly Cheque Register Summary for the month of June 2019 is presented.

[Monthly Cheque Summary-June 2019-BoD July 25 19](#)

Recommendation: Corporate Vote Unweighted

That the monthly Cheque Register Summary for the month of June 2019 for \$827,796.69 be received.

8.b) Adopted RDKB Committee Minutes

The following Committee minutes are presented:

Boundary Community Development Committee (June 5/19) and East End Services Committee (June 17/19 and June 18/19).

[Minutes - 05 Jun 2019 - BCDC - July 3, 2019Pdf](#)

[Minutes - 18 Jun 2019 - EES - July 16, 2019 Pdf](#)

[Minutes - 17 Jun 2019 - EES - July 16, 2019 Pdf](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Boundary Community Development Committee meeting held June 5, 2019 and the East End Services Committee meetings held June 17 and June 18, 2019 be received.

8.c) Adopted RDKB Recreation Commission Minutes

The Minutes of the Electoral Area C/Christina Lake Recreation Commission and the minutes of the Grand Forks and District Recreation Commission meetings will be presented at a future meeting.

8.d) Draft RDKB Electoral Area Advisory Planning Commission Minutes

The following draft minutes of the Electoral Area Advisory Planning Commission meetings held on July 2, 2019 are presented:

Electoral Area C/Christina Lake, Electoral Area D/Rural Grand Forks and Electoral Area E/West Boundary-Big White.

[APC Minutes Area C -Board-July 25 2019](#)

[APC Minutes -Area D-Board-July 25 2019](#)

[APC Minutes Big White -Board-July 25 2019](#)

Recommendation: Corporate Vote Unweighted

That the following draft minutes of the Electoral Area Advisory Planning Commission meetings held July 2, 2019 be received:

Electoral Area C/Christina Lake, Electoral Area D/Grand Forks and Electoral Area E/West Boundary-Big White.

8.e) B. Burget, General Manager of Finance
Re: 2nd Quarter Financial Results

A staff report from Beth Burget, General Manager of Finance, regarding the financial results for the year-to-date ending June 30, 2019 is presented.

[Staff Report - Quarterly Report - BRD - July 25, 2019 - Pdf](#)

Recommendation: Corporate Vote Unweighted

The the staff report from Beth Burget, General Manager of Finance, regarding the Financial Plan Comparison - 2019 Second Quarter be received.

9. Committee Recommendations to Board of Directors

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

9.a) Boundary Community Development Committee - June 5/19

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

Riparian Restoration Project

Recommendation: Stakeholder Vote (Electoral Areas C, D and E, Grand Forks, Greenwood and Midway) Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the allocation of \$10,000 from the Operating Contract of the Boundary Integrated Watershed Service 170 to the Boundary Habitat Stewards for the Riparian Restoration Project.

9.b) East End Services Committee - July 16/19

Director Grieve, Committee Chair / Director Cacchioni, Committee Vice-Chair

BC Transit MoU-Investment Plan for Conventional Transit

[BC Transit MOU-2019-20-TIP-Conventional-EES July 16-BoD July 25 19](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the Memorandum of Understanding with BC Transit for a three year term commencing 2020 through to 2023 for a total cost of \$163,414 in matching funds to the province for expansion initiatives and investments into the conventional Transit System. **FURTHER** that the

Board of Directors approves the authorized RDKB signatories to execute the Memorandum of Understanding.

9.c) East End Services Committee - July 16/19

Director Grieve, Committee Chair / Director Cacchioni, Committee Vice Chair

Trail Transit Exchange-Infrastructure Exploration Agreement

[Staff Report-BC Transit Infrastructure Exploration Agreement -](#)

[TrailXchnge- EES July 16-BoD July 25 199](#)

[Xploration Agreement-Transit Exchanges Study Term Sheet-EES July 16-BoD July 25 19](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the Infrastructure Exploration Agreement with BC Transit for \$20,000 as the RDKB's contribution for the provision of the planning and design services for the Trail Transit Exchange project. **FURTHER** that the Board of Directors approves an amendment to the 2019 Five Year Financial Plan with the allocation of \$20,000 from the East End Transit Service #900 reserves. **FURTHER** that the Board of Directors approves the authorized RDKB signatories to execute the agreement

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to request that the City of Trail provide confirmation in writing for the provision of appropriate resources to support the design and development of the transit Exchange project, per the requirements as advised by BC Transit.

10. Board Appointments Updates

10.a) The Board Appointment Reports will be presented at the next meeting.

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

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

Okanagan Film Commission - Director Gee

Boundary Weed Stakeholders Committee - Director Gee

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

Columbia Basin Regional Advisory Committee (CBRAC) - Director Worley
West Kootenay Regional Transit Committee-Directors Cacchioni and
Worley, Alternate Director Parkinson
Kootenay Booth - Director Langman
Rural Development Institute (R.D.I.) - Director Worley
Chair's Update - Chair Russell

11. New Business

11.a) M. Andison, CAO

Re: Nomination to CBT Board of Directors

A staff report from Mark Andison, CAO regarding the Columbia Basin Trust's request for a nomination to its Board of Directors is presented.
[CBT Appointment 2019 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors provide confirmation to the Columbia Basin Trust that Murray McConnachie is the Regional District of Kootenay Boundary nominee to its Board of Directors for a recommended term of two years, commencing January 1, 2020 and expiring December 31, 2021.

11.b) M. Andison, CAO

Re: RDI for Local Government Program Update

A staff report from Mark Andison, Chief Administrative Officer, providing information to update the Board on the status of the Rural Development Institute (RDI) for Local Government Program which has been funded through a combination of Rural Dividend Program grant funds and local government contributions is presented.
[RDI for Local Government Update July 2019 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the staff report from Mark Andison, CAO, providing information to update the Board on the status of the Rural Development Institute (RDI) for Local Government Program be received.

11.c) Director Gee - West Boundary Community Service Co-operative Association

Re: Request to Sponsor Application to BC Rural Dividend Funding Program

Application materials for Rural Dividend funding and associated materials are presented.

[Rural Dividend-BoundaryMeats-ApplicationText-BoD July 25 19](#)

[Rural Dividend-BoundaryMeats-Partnership Letter-BoD July 25 19](#)

[Rural Dividend-BoundaryMeats-GroundLease](#)

[Rural Dividend-BoundaryMeats-MoU MagnumMeats-BoD July25 19](#)

[Rural Dividend BoundaryMeats-Bldg Drawings-BoD July25 19](#)

[Rural Dividend-BoundaryMeats-LoS-BoD July25 19](#)

[Rural Dividend-BoundaryMeats-Article-BD July25 19](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors, in cooperation with the West Boundary Community Service Co-operative Association as a partner, sponsor an application to the BC Rural Dividend Funding Program for a \$500,000 grant for the construction of a Meat Processing and value-adding facility in Rock Creek, BC and associated planning and marketing activities for the Boundary meat industry.

11.d) E. Moore, Senior Planner

Re: Application for Development Permit-Electoral Area C/Christina Lake

A staff report from Elizabeth Moore, presenting an application for a development permit from Dean and Olga Terry to construct a single family dwelling on a waterfront property on West Lake Drive in Electoral Area 'C'/Christina Lake.

[Staff Report-Terry DP Board July 25 2019](#)

Recommendation: Corporate Vote Unweighted

That the staff report regarding the Development Permit application submitted by Dean and Olga Terry to construct a single family dwelling on the parcel legally described as Lot 1, Plan KAP13676, DL 1021s, SDYD, Electoral Area 'C'/Christina Lake, be received.

11.e) E. Moore, Senior Planner

Re: Forestry Referral-BC Timber Sales Arrow Timber Supply Area-Plan 19

A staff report from Elizabeth Moore regarding an invitation from BC Timber Sales to the RDKB to provide comments with respect to salvage harvesting plans for the Arrow Timber Supply Area in Electoral Area B/Lower Columbia-Old Glory is presented.

[Staff Report-BC Timber Sales Area B-July 25 2019 Board](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to forward this staff report 'Forestry Referral – BC Timber Sales: Arrow Timber Supply Area – Plan 19' dated July 25, 2019, which includes the comments of the Electoral Area 'B'/Lower Columbia-Old Glory Advisory Planning Commission to BC Timber Sales for consideration.

11.f) E. Moore, Senior Planner

**Re: Big White Sewer Utility Ltd.-Crown Referral-Statutory Right of Way Application
Electoral Area E/West Boundary-Big White**

A staff report from Elizabeth Moore regarding a Crown Referral for an application, from the Big White Sewer Utility Ltd., for a Statutory Right of Way for a Fortis BC power transmission line and gravity sewer line to service wastewater treatment facilities at Big White Ski Resort is presented.

[Staff Report-Big White Sewer Utility-ROW-Board-July 25 2019](#)

Recommendation: Corporate Vote Unweighted

That the staff report regarding the statutory right of way proposed for a transmission line and gravity sewer line to service the wastewater facilities at Big White Ski Resort on that part of DL 2713 lying adjacent to DL 4242, SDYD in Big White, Electoral Area 'E'/West Boundary be received.

11.g) E. Moore, Senior Planner

Re: Application for Development Permit-Electoral Area E/West Boundary-Big White

A staff report from Elizabeth Moore, presenting an application for a development permit from Mark and Laura Heatherington and Craig and Jodi Cochrane to construct a single family dwelling on Feathertop Way at Big White Ski Resort, Electoral Area 'E'/West Boundary-Big White.

[Staff Report-Heatherington-DP-Board July 25 2019](#)

Recommendation: Corporate Vote Unweighted

That the staff report regarding the Development Permit application submitted by Shauna Wizinsky, of Weninger Construction, on behalf of Mark and Laura Heatherington & Craig and Jodi Cochrane, to construct a single family dwelling on the parcel legally described as Strata Lot 50, DL 4222, SDYD, Plan KAS3134, Big White, Electoral Area 'E'/West Boundary, be received.

11.h) E. Moore, Senior Planner

Re: Interoute Construction Ltd.-Crown Referral -License of Occupation - Electoral Area D/Rural Grand Forks

A staff report from Elizabeth Moore, regarding an application for a license of occupation, from Interoute Construction Ltd., for a sand and gravel quarry in Electoral Area D/Rural Grand Forks is presented.

[Staff Report-Interoute-Board-July 25 2019](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to forward this staff report 'Front Counter Referral – Interoute Construction Ltd - License of Occupation – Aggregate and Quarry Materials,' dated July 25, 2019, which includes the questions, comments and recommendations of the Electoral Area 'D'/Rural Grand Forks Advisory Planning Commission to Front Counter BC for consideration.

11.i) E. Moore, Senior Planner

Re: Notification of Subdivision Revision-Monashee Ridge-Electoral Area E/West Boundary-Big White

A staff report from Elizabeth Moore, presenting notification from the Ministry of Transportation and Infrastructure regarding revisions to a subdivision plan in Electoral Area E/West Boundary-Big White Ski Resort.

[Staff Report-Monashee Ridge MOTI Board July 25 2019](#)

Recommendation: Corporate Vote Unweighted

That the staff report regarding the Ministry of Transportation and Infrastructure referral for a proposed subdivision, for the parcel legally described as Block A, DL 4247, SDYD, Big White, Electoral Area 'E'/West Boundary, be received.

11.j) E. Moore, Senior Planner

Re: Application for Renewal of Temporary Use Permit-Little Lakers-Electoral Area C/Christina Lake

A staff report from Elizabeth Moore, regarding a renewal of a temporary use permit from Annie Rioux and Thomas Renolds to continue operating the Little Lakers Learning Centre in Electoral Area C/Christina Lake is presented.

[Staff Report-Rioux-Renolds TUP Renewal-Board July 25 2019](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves the application to renew the Temporary Use Permit submitted by Annie Rioux and Thomas Renolds, of 1059302 BC Ltd., to allow for the continued operation of the Little Lakers Learning Centre on the property legally described as Lot 8, Plan KAP46442, DL 498, SDYD, Electoral Area 'C'/Christina Lake.

**11.k) G. Denkovski, Manager of Infrastructure and Sustainability
Re: Saddle Lake Dam Spillway Upgrade**

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability, regarding the construction of a spillway at Saddle Lake Dam is presented.

[Staff Report - Saddle Lake Dam Spillway Upgrade - Board of Directors - July 25 2019 - Pdf](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves entering into a contract with Arise Contracting Inc. in the amount of \$173,825 (not including GST) for the construction of a spillway at Saddle Lake, RDKB Electoral Area D/Rural Grand Forks. **FURTHER** that the Board approves the RDKB's authorized signatories to execute the contract.

11.l) Grants in Aid - as of July 18, 2019:

[Grants in Aid-Board-July 25 2019](#)

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

That the following grants-in-aid be approved:

Oasis Recreation Society – Oasis Pickle Ball Court Grand Opening –
Electoral Area 'B'/Lower Columbia-Old Glory - \$1,276.34

Midway Public Library – Area E Residents Library Memberships –
Electoral Area 'E'/West Boundary - \$4,000

12. Bylaws

**12.a) T. Lenardon, Manager of Corporate Administration/Corporate
Officer
RDKB Security Issuing Bylaw No. 1722, 2019-City of Grand
Forks**

First, Second and Third Readings and Reconsideration and Adoption

A staff report from Theresa Lenardon, Manager of Corporate Administration/Corporate Officer and draft Bylaw No. 1722 regarding the City of Grand Forks Security Issuing for emergency water supply is presented.

[Staff Report-Security Issuing Bylaws 1722 & 1723-Grand Forks-BoD July 25 19](#)

[RDKB Bylaw1722- SI-GF EM Fire Protection Water-GF LABylaw 1922-July 19](#)

[RDKB SI Bylaw 1922-Grand Forks MSIR-July 15 19](#)

[Grand Forks-LA Bylaw 1922-Emergency-Water-RDKB SI Bylaw1722-July 25 19](#)

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019 be read a First, Second and Third Time.

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019 be Reconsidered and Adopted.

12.b) T. Lenardon, Manager of Corporate Administration/Corporate Officer

RDKB Security Issuing Bylaw No. 1723, 2019-City of Grand Forks

First, Second and Third Readings and Reconsideration and Adoption

A staff report from Theresa Lenardon, Manager of Corporate Administration/Corporate Officer and draft Bylaw No. 1723 regarding the City of Grand Forks Security Issuing for capital renewal multi-utility projects are presented.

[Staff Report-Security Issuing Bylaws 1722 & 1723-Grand Forks-BoD July 25 19](#)

[RDKB Bylaw1723- SI-GF Capital Renewal-Utilities-GF LABylaw 1923-July 19](#)

[RDKB SI Bylaw 1923-Grand Forks-MSIR-July 16 19](#)

[Grand Forks LA Bylaw 1923-Capital Renewal Utilities-RDKB SI Bylaw 1723-July 25 19](#)

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary Security Issuing (Grand Forks Capital Renewal Multi-Utility Projects) Bylaw No. 1723, 2019 be read a First, Second and Third Time.

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary Security Issuing (Grand Forks Capital Renewal Multi-Utility Projects) Bylaw No. 1723, 2019 be Reconsidered and Adopted.

12.c) Public Hearing Minutes

Re: RDKB Amending Bylaw No. 1674 and RDKB Electoral Area D/Rural Grand Forks Zoning Bylaw No. 1675

The minutes of the Public Hearing for RDKB Bylaws 1674 and 1675 held on July 8, 2019 are presented.

[Minutes-Public Hearing-Bylaws 1674-1675-BoD July 25 19](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Public Hearing for RDKB Official Community Plan Amendment Bylaw No. 1674 and RDKB Electoral Area D/Rural Grand Forks Zoning Bylaw No. 1675, held on July 8, 2019 be received.

12.d) RDKB Bylaw No. 1674-Amending Area D/Rural Grand Forks Official Community Plan Bylaw No. 1555

Third Read and Adoption

[Bylaw 1674-Third Rdng Adoption-BoD July 25 19](#)

Recommendation: Stakeholder Vote (Electoral Area Directors) Unweighted

That Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1674, 2019 be read a Third time.

Recommendation: Stakeholder Vote (Electoral Area Directors) Unweighted

That Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1674, 2019 be Reconsidered and Adopted.

**12.e) RDKB Bylaw No. 1675-Electoral Area D/Rural Grand Forks Zoning Bylaw
Replacing RDKB Zoning Bylaw No. 1299**

Third Reading
[Area D Zoning Bylaw 1675-Third Reading-BoD July 25 19](#)

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

That Regional District of Kootenay Boundary Electoral Area D/Rural
Grand Forks Zoning Bylaw No. 1675, 2019 be read a Third time.

13. Late (Emergent) Items

**13.a) D. Dean, Manager of Planning and Development
Re: Bylaw Enforcement Update-9175 and 9385 Granby Road,
Electoral Area D/Rural Grand Forks**

[Bylaw Enforcement-Update Board July 25 2019](#)

Recommendation: That the report titled 'Bylaw Enforcement Update
for 9175 and 9385 Granby Road - July 25, 2019' be received.

**13.b) Discussion Item - Request for Meeting with Teck and IRM to
discuss future communications protocols for Hazardous
Materials Spills.**

Director Langman

[Background - Request for Meeting from IRM Board July 25 2019](#)

14. Discussion of Items for Future Meetings

15. Question Period for Public and Media

16. Closed Meeting

17. Adjournment



Regular Meeting of the Board of Directors

**June 27, 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 R. Cacchioni
Director A. Morel
Director B. Taylor
Director G. Shaw
Director R. Dunsdon
Alternate Director Berriault
Alternate Director Parkinson

Staff:

M. Andison, Chief Administrative Officer
T. Lenardon, Manager of Corporate Administration/Recording Secretary
J. Chandler, GM Operations/Deputy Chief Administrative Officer
J. Dougall, GM Environmental Services
B. Burget, GM Finance
G. Denkovski, Manager of Infrastructure and Sustainability

Others Attending:

Alternate Director B. Edwards, Electoral Area B/Lower Columbia-Old Glory
E. Vergeer, Application, Development Variance Permit

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 June 27, 2019 was presented.

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

1. remove # 5 from Grant-in-aid applications, and
2. move the Development Variance Permit application (E. Vergeer, Electoral Area C/Christina Lake) to the front of the agenda after consideration of the previous minutes, and it was;

281-19 Moved: Alternate Director Parkinson Seconded: Director Cacchioni

Corporate Vote Unweighted

That the agenda for the Regional District of Kootenay Boundary Board of Directors meeting of June 27, 2019 be adopted as amended.

Carried.

Minutes (Draft)

The draft minutes of the Regional District of Kootenay Boundary Board of Directors meeting held June 12, 2019 were presented.

282-19 Moved: Director Worley Seconded: Director McGregor

Corporate Vote Unweighted

That the draft minutes of the Regional District of Kootenay Boundary Board of Directors meeting held June 12, 2019 be adopted as presented.

Carried.

UBCM Meeting Requests

Further to the June 12th Board discussion respecting the final call for UBCM meeting requests, staff reviewed the list of requests to date and explained that the UBCM, as part of the meeting request process, requires local governments to prioritize their requests.

After review and discussion, it was;

283-19 Moved: Director Worley Seconded: Director McGregor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves the following 2019 UBCM Minister meeting requests as listed in order of priority:

1. **Minister of Forests, Lands, and Natural Resource Operations and Rural Development:** Role of Local Governments in the Review Process and Best Management Practices for Forest Management Plan Referrals,
2. **Minister of Finance:** Property Taxation versus Grant in Lieu Payments to Regional District of Kootenay Boundary regarding: purchase of remaining 2/3 share of Waneta Dam from TECK by BC Hydro; and purchase of Fortis BC share of Waneta Expansion Project by Columbia Power Corporation,
3. **Minister of Public Safety & Solicitor General:** Provincial Funding for Fire Departments,
4. **Minister of Public Safety & Solicitor General:** Provincial Funding for Victims Services.

FURTHER that staff be instructed to also request meetings with the following agencies:

RCMP

- Discussion regarding seasonal policing program challenges at Christina Lake;
- Allocation of policing hours at Big White from West Kelowna rural detachment;
- Fair and equitable service across the region (ie. between municipal and unincorporated areas (issue to be confirmed with Inspector Olmstead, Nelson Detachment prior to submitting meeting request); and
- Advocate for Allocation of Federal Funds for RCMP Drug Enforcement and Organized Crime Resources to the Kootenay Boundary (issue to be confirmed with Inspector Olmstead, Nelson Detachment prior to submitting meeting request).

BC Emergency Health Services

- Increased Funding and Resources for BC Ambulance (w City of Rossland)

BC Transit

- Regional Transit Solutions for the Interior and Better Transit Solutions for Those Needing Medical Care at the Larger Centres (w City of Rossland); and
- Standardized approach to provision of bus stops and exchanges.

Minister of Municipal Affairs and Housing

- Discussion on Eligibility and Decrease of Grant Percentages

Carried.

Item Moved to the Front of the Agenda**Electoral Area Services Committee - June 13/2019***Director Worley, Committee Chair / Director McGregor, Committee Vice Chair**Application for Development Variance Permit - Electoral Area C/Christina Lake (Vergeer)*

The Chair introduced Mr. Vergeer to the meeting and provided him with an opportunity to speak to his application.

Mr. Vergeer explained his request for permission to increase the height of an accessory building. Director McGregor noted that the Electoral Area C/Christina Lake Advisory Planning Commission supports this application, and it was;

284-19 Moved: Director Worley Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the Development Variance Permit application submitted by Ed Vergeer, to allow for a variance of the maximum height for an accessory building from 4.6 metres to 6.1 metres – a 1.5 metre variance, and a variance to the permitted gross floor area for storage buildings on a parcel that does not have a principal use or building from 60 m² to 169.1 m² – a variance of 109.1 m², to allow construction of a storage building on the property legally described as Lot 12, Plan KAP31906, DL4037s, SDYD, Electoral Area `C'/Christina Lake.

Carried.

Delegation(s)

There were no delegations in attendance.

Unfinished Business**T. Lenardon, Manager of Corporate Administration / Corporate Officer****Re: Code of Conduct**

A staff report from Theresa Lenardon, Manager of Corporate Administration/Corporate Officer regarding signing and implementing the RDKB Code of Conduct was presented.

At the May 23, 2019 Board meeting, a request to include the RDKB Code of Conduct as an item for future discussion and sign-off was brought forward. The RDKB Responsible Conduct Guiding Principles Policy including the Code of Conduct as policy procedure was adopted by the Board January 31, 2019.

The Manager of Corporate Administration explained her staff report, and it was;

285-19 Moved: Director McGregor Seconded: Director Cacchioni

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors implement the RDKB Responsible Conduct Guiding Principles Policy/Code of Conduct, as adopted by the Board of Directors on January 31, 2019, and endorsed by Directors with signatures on June 27, 2019.

Carried.

Communications-RDKB Corporate Communications Officer

A Corporate Communications update will be provided at a future meeting.

Communications (Information Only)

a) Ministry of Municipal Affairs and Housing-May 30/19
re: Big White Community Issues Assessment

b) Regional District of Fraser-Fort George-June 3/19
Re: Single Use Plastics Ban

286-19 Moved: Director Grieve Seconded: Alternate Director Berriault

Corporate Vote Unweighted

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

Carried.

Reports

Monthly Cheque Register Summary – May 2019

The Cheque Register Summary for the month of May 2019 was presented.

287-19 Moved: Director Cacchioni Seconded: Director McGregor

Corporate Vote Unweighted

That the Cheque Register Summary for the month of May 2019 in the amount of \$688,383.82 be received.

Carried.

Adopted RDKB Committee Minutes

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

Utilities Committee (April 10/19), Policy and Personnel Committee (May 8/19), Beaver Valley Regional Trails and Regional Parks Committee (May 14/19), Electoral Area Services Committee (May 16/19) and East End Services Committee (May 21/19).

288-19 Moved: Director Dunsdon Seconded: Director Morel

Corporate Vote Unweighted

That the following minutes of RDKB Committee meetings be received:

Utilities Committee (April 10/19), Policy and Personnel Committee (May 8/19), Beaver Valley Regional Trails and Regional Parks Committee (May 14/19), Electoral Area Services Committee (May 16/19) and East End Services Committee (May 21/19).

Carried.

Adopted RDKB Recreation Commission Minutes

The minutes of the Grand Forks and District Recreation Commission meeting held May 29, 2019 were presented.

289-19 Moved: Director McGregor Seconded: Director Shaw

Corporate Vote Unweighted

That the minutes of the Grand Forks and District Recreation Commission meeting held May 29, 2019 be received.

Carried.

Draft RDKB Electoral Area Advisory Planning Commission Minutes

The following draft minutes of the Electoral Area Advisory Planning Commission meetings held during June 2019 were presented:

Electoral Area B/Lower Columbia-Old Glory (June 3/19), Electoral Area C/Christina Lake (June 4/19), Electoral Area E/West Boundary (June 3/19) and Electoral Area E/West Boundary-Big White (June 4/19).

290-19 Moved: Director Grieve Seconded: Director Worley

Corporate Vote Unweighted

That the following draft minutes of the Electoral Area Advisory Planning Commission meetings held during June 2019 be received:

Electoral Area B/Lower Columbia-Old Glory (June 3/19), Electoral Area C/Christina Lake (June 4/19), Electoral Area E/West Boundary (June 3/19) and Electoral Area E/West Boundary-Big White (June 4/19).

Carried.

Committee Recommendations to Board of Directors

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

Policy and Personnel Committee - June 12/19

Director McGregor Committee Chair / Director Dunsdon, Committee Vice-Chair

Board / Committee Meals Policy

291-19 Moved: Director McGregor Seconded: Director Dunsdon

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors adopt the revised Board/Committee Meals Policy as presented to, and approved by the Policy and Personnel Committee on June 12, 2019. **FURTHER** that the policy be distributed accordingly.

Carried.

Policy and Personnel Committee - June 12/19

Director McGregor Committee Chair / Director Dunsdon Committee Vice-Chair

Columbia Basin Trust Board Appointment Policy

292-19 Moved: Director McGregor Seconded: Director Shaw

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors adopt the Columbia Basin Trust Board Appointment Policy as presented to, and approved by the Policy and Personnel Committee on June 12, 2019. **FURTHER** that the policy be distributed accordingly.

Carried.

Policy and Personnel Committee - June 12/19

Director McGregor Committee Chair / Director Dunsdon, Committee Vice Chair

Criminal Record Check Policy

293-19 Moved: Director McGregor Seconded: Director Worley

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors adopt the revised Criminal Record Check Policy as presented to, amended and approved by the Policy and Personnel Committee on June 12, 2019. **FURTHER** that the policy be distributed accordingly.

Carried.

Policy and Personnel Committee - June 12/19

Director McGregor Committee Chair / Director Dunsdon, Committee Vice Chair

Fleet Vehicle Replacement Policy

294-19 Moved: Director McGregor Seconded: Director Cacchioni

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors adopt the revised Fleet Vehicle Replacement Policy as reviewed, and approved by the Policy and Personnel Committee on June 12, 2019. **FURTHER** that the policy be distributed accordingly.

Carried.

Policy and Personnel Committee - June 12/19

Director McGregor Committee Chair / Director Dunsdon, Committee Vice Chair

Telecommunications Facilities on Crown Land Policy

295-19 Moved: Director McGregor Seconded: Director Dunsdon

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors adopt the revised Telecommunications Facilities on Crown Land Policy as presented to, and approved by the Policy and Personnel Committee on June 12, 2019. **FURTHER** that the policy be distributed accordingly.

Carried.

Policy and Personnel Committee - June 12/19

Director McGregor Committee Chair / Director Dunsdon, Committee Vice-Chair

Resignation of Beth Burget, General Manager of Finance

296-19 Moved: Director McGregor Seconded: Director Cacchioni

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve that an executive search firm be utilized for the recruitment of the General Manager of Finance position.

Carried.

Electoral Area Services Committee - June 13/19

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

Application for Development Variance Permit - Electoral Area C/Christina Lake (Edlund)

297-19 Moved: Director Worley Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the Development Variance Permit application submitted by Douglas Edlund, to allow for a variance of the maximum height for an accessory building from 4.6 metres to 6.4 metres – a 1.8 metre variance, to construct a garage on the property legally described as Lot 5, Plan KAP84635, DL268, SDYD, Electoral Area 'C'/Christina Lake.

Carried.

Boundary Community Development Committee - June 5/19

Director McGregor Committee Chair / Director Russell, Committee Vice Chair

Application for a West Boundary Rec Grant-Boundary Women's Fastball

298-19 Moved: Director Gee Seconded: Director Shaw

Stakeholder Vote (Electoral Area E/West Boundary, Greenwood and Midway) Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the application for a West Boundary Recreation Grant from the Boundary Women's Fastball, for \$1,000 to assist with league and other fees.

Carried.

Board Appointments Updates

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

Director McGregor reported on the S.I.D.I.T. AGM and strategic planning session. She noted that S.I.D.I.T. has funding available and to make the RDKB communities more aware, she requested RDKB Corporate Communications to add a link to S.I.D.I.T.'s website on the RDKB

website. S.I.D.I.T.'s website link will also be sent to the RDKB member municipalities to add to their websites. Director McGregor has stepped down as S.I.D.I.T. Chair.

B.C. Rural Centre/Southern Interior Beetle Action Coalition (S.I.B.A.C.) - Director McGregor
There has been no new activity since the last report.

Okanagan Film Commission - Director Gee

Director Gee provided an update on the recent Film Commission meeting noting that the Film Commission is very busy with productions in the Okanagan and surrounding areas. Additional resources are needed.

Boundary Weed Stakeholders Committee - Director Gee

There is nothing new to report since the update at the end of May. The next meeting will be held during the first week of July.

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

Director Worley reported on the recent activities and weekly treaty negotiation meetings with the Province. The Committee will move forward with arranging community meetings to obtain residents' feedback in the Fall.

Columbia Basin Regional Advisory Committee (CBRAC) - Director Worley

Director Worley reviewed a BC Hydro annual update on the effects of dam operations in the Columbia River and she noted that this information was sent to the Board via email.

Director Worley also reported on the June 29th Lake Roosevelt Forum Bus Tour and advised that she and Director Langman participated in the tour.

West Kootenay Regional Transit Committee-Directors Cacchioni, Worley and Alternate Director Parkinson

Director Cacchioni reported on the BC Transit Workshop that was held during the first week of June. All three RDKB representatives attended. He noted that several recommendations and lobby efforts for service improvements were made on behalf of the Lower-Columbia and West Kootenays and he explained that the Region needs a stronger presence for transit matters. The recommendations and advocacy matters will be brought forward to the RDKB East End Services Committee.

Kootenay Booth - Director Langman

An update was not available.

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

An update respecting the RDI Rural Dividend grant funding application will be provided at a future meeting. The Rural Dividend funding will provide for student interns to work on economic development initiatives in the three Regional Districts.

Chair's Update - Chair Russell

Chair Russell distributed paper copies of his report to the meeting and it was noted that the report had been sent to the Board via email.

Chair Russell reviewed the following report items:

- AKBLG-endorsed forestry resolutions that will be considered at the UBCM,
- black hat post-meeting critique (the Chair's proposal for group discussion),
- the status of the RDKB's requests for UBCM Minister meetings,
- updates on Rural Broadband, Highway 3 Coalition, the Flood Recovery Team, flood risk reduction and the priority items remaining from the RDKB Organizational Review,
- the Chair's participation on the UBCM-EMBC Flood and Wildfire Advisory Committee, and
- recent staff awards.

Chair Russell also drew the Board's attention to responding to the daylight savings time questionnaire and the letter from the Province announcing that Indigenous Peoples will sit at as observers at the CBT LGC Treaty negotiations.

New Business**B. Burget, General Manager-Finance****Re: Statement of Financial Information (SOFI)**

A staff report from Beth Burget, General Manager of Finance regarding the 2018 Statement of Financial Information (SOFI) was presented.

299-19 Moved: Director Cacchioni Seconded: Director Morel

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the Statement of Financial Information Schedules for the Year Ended December 31, 2018.

Carried.

300-19 Moved: Director McGregor Seconded: Alternate Director Parkinson

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors make the Statement of Financial Information (SOFI) Schedules available to the public by providing copies upon request and by making the reports available on the Regional District's website. **FURTHER** that the Board of Directors waive the \$5 fee for copies of the Statement of Financial (SOFI) Schedules as prescribed by the *Financial Information Act*.

Carried.

Staff was directed to update the SOFI Report to include titles.

T. Sprado, Manager of Facilities and Recreation

**Re: Application to Front Counter BC - Tenure Agreement Amendment
Christina Lake Community & Nature Park Viewing Deck & Board Walk Project**

A staff report from Tom Sprado, Manager of Facilities and Recreation regarding an application to Front Counter BC for a Tenure Agreement Amendment for the viewing deck location for the Christina Lake Community and Nature Park Viewing Deck/Board Walk Project was presented.

301-19 Moved: Director McGregor Seconded: Director Dunsdon

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to make application for a Crown Land Tenure Amendment for the purposes of amending tenure 4401920 for the purposes of building a viewing platform in Christina Lake Community and Nature Park.

Carried.

D. Dean, Manager of Planning and Development

Re: Proposed esri Software Enterprise Licence Agreement

A staff report from Donna Dean, Manager of Planning and Development with respect to switching the RDKB's existing agreement to use Environmental Systems Research Institute, Inc. (esri) software to an Enterprise License Agreement was presented.

302-19 Moved: Director Grieve Seconded: Director Taylor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors directs staff to enter into an Enterprise Licence Agreement (ELA) with esri Canada for a three year period starting July 3, 2019, and further that the additional cost for the ELA for the 2019-20 budget be split between the following services: General Administration-001; Emergency Management-012; Planning and Development-005; Regional Solid Waste-010; Milfoil-091; Beaver Valley Water-500; Christina Lake Water Utility-550; Rivervale Water-650; Rivervale-Oasis Sewer-800; and East End Sewer-700 according to the staff report titled 'Proposed esri Enterprise Licence Agreement' prepared for the June 27, 2019 Board of Directors meeting.

Carried.

E. Moore, Planner

Re: Front Counter BC Referral-Proposed *Mines Act* Permit

A staff report from Elizabeth Moore, Planner regarding a Front Counter BC referral for a proposed *Mines Act* Permit for mineral exploration in Electoral Area 'E'/West Boundary was presented.

Moved: Director Gee Seconded: Director McGregor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to forward this staff report 'Front Counter Referral – Mines Act Permit – Ximen Mining Corp.' dated June 27, 2019, which includes the recommendations of the Electoral Area 'E'/West Boundary Advisory Planning Commission, to Front Counter BC for consideration.

After further consideration, it was;

303-19 Moved: Director Gee Seconded: Director Morel

That the resolution be amended by adding the following: **FURTHER** that the RDKB Board of Directors requests that staff, in sending the staff report to Front Counter BC, highlight the concerns identified by the Electoral Area E/West Boundary Advisory Planning Commission.

Carried.

Voting on the original recommendation as amended - Carried.

B. Champlin, Manager of Building Inspection

Re: Building Bylaw Contravention Notice Cancellation

A staff report from Brian Champlin, Manager of Building Inspection Services, regarding the cancellation of a Building Bylaw Contravention for the property described as:

**4189 Casino Road, Trail, B.C.-Electoral Area 'B' / Lower Columbia-Old Glory
Parcel Identifier: 015-412-873-Lot 4 Township 8A Kootenay District Plan 2092
Owner: Susan Grimm**

304-19 Moved: Director Worley Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Board of Directors cancel the notice registered in the Land Title Office pursuant to Section 302 of the *Local Government Act* and Section 58 of the *Community Charter* against the property legally described as Lot 4, Township 8A, Kootenay District, Plan 2092.

Carried.

G. Denkovski, Manager of Infrastructure and Sustainability

Re: 2018 Climate Action Revenue Incentive Program Report

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability, regarding the 2018 Climate Action Revenue Incentive Program (CARIP) Report and associated contribution to the Climate Action Reserve Fund was presented.

Goran Denkovski, Manager of Infrastructure and Sustainability explained his staff report and the Climate Action Revenue Incentive Program (CARIP) Report. He summarized the various RDKB initiatives put in place to reduce greenhouse gas emissions including the 2010 Corporate Greenhouse Gas Emissions Reduction Plan, the Corporate Greenhouse Gas Emissions Inventory and the relevant reporting on BC Climate Action Charter activities.

305-19 Moved: Director McGregor Seconded: Director Cacchioni

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors directs staff to allocate \$18,874 to the RDKB Climate Action Reserve Fund to offset the RDKB's measurable corporate greenhouse gas emissions reported to the Province of BC for the 2018 fiscal year.

Carried.

There was a discussion regarding a declaration of a climate emergency, which would be intended to support the RDKB's commitment to meet emission targets.

The Board reviewed the pros and cons of an RDKB Climate Emergency Declaration. Some Directors expressed concerns that a declaration may be too alarmist and that the RDKB should focus on positive initiatives already underway. Others agreed that a declaration of climate emergency would put the RDKB ahead as a leader in fighting the impacts of climate change.

After further discussion, it was;

306-19 Moved: Director Morel Seconded: Director Morissette

Corporate Vote Unweighted

That for a future meeting staff provide the Board with a report with further information regarding a Declaration of Climate Emergency including examples used by other local governments and information on the implications making the declaration may have on the RDKB. **FURTHER** that staff communicate to the public the positive climate adaptation initiatives and successes that the RDKB has implemented to date as reported in the RDKB Climate Adaptation Revenue Incentive Program (CARIP) Report and those initiatives that will be implemented in the future.

Carried.

(Directors McGregor, Cacchioni, Worley and Alternate Director Parkinson opposed)

G. Denkovski, Manager of Infrastructure and Sustainability

Re: Climate Adaptation Project for RDKB Electoral Area 'A'

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability, regarding the Climate Adaptation Project for RDKB Electoral Area 'A' was presented.

307-19 Moved: Director McGregor Seconded: Director Grieve

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors receive the Staff Report titled "RDKB Climate Adaptation Project for RDKB Electoral Area A" as presented to the Board of Directors on June 27, 2019.

Carried.

J. Chandler, General Manager - Operations/Deputy Chief Administrative Officer
Re: Provision of Building Inspection Services to the City of Rossland

A staff report from James Chandler, General Manager of Operations/Deputy Chief Administrative Officer presenting a proposed draft agreement between the RDKB and the City of Rossland for the provision of RDKB Building Inspection services to cover limited periods of absence of the City's Building Inspector (e.g. vacation coverage, other planned and unplanned absences).

Staff explained the staff report noting that RDKB Building Department staff have discussed the request. The RDKB coverage would be limited to on-site inspection services only and would be triggered at the request of the City.

The Board members discussed this request at length. Those Directors in favour support the request noting the benefits of increased revenue for the RDKB and collaboration with member municipalities.

Those Directors not in favour of the request noted their concerns regarding the impacts on RDKB Building Department resources and the setting of a precedent for future similar requests from other RDKB jurisdictions when, as expressed by these Directors, they believe participation in RDKB shared services should be full-participation.

Moved: Director Gee Seconded: Director Shaw

Corporate Vote Weighted

That the Regional District Kootenay Boundary Board of Directors approve the provision of building inspection services for the City of Rossland as detailed in the staff reported dated June 18th, 2019 and presented to the Board on June 27, 2019. **FURTHER** that the Board directs the RDKB authorized signatories to sign and execute the Agreement.

Defeated

308-19 Moved: Director Gee Seconded: Director Morel

Corporate Vote Weighted

That the Regional District Kootenay Boundary Board of Directors approve the provision of building inspection services for the City of Rossland as detailed in the staff reported dated June 18th, 2019 and presented to the Board on June 27, 2019 but amended to allow for an

initial term of only three months. **FURTHER** that the Board directs the RDKB authorized signatories to sign and execute the Agreement. **FURTHER** that RDKB staff follow up with further discussions with the City of Rossland staff.

After further discussion the following amendment to the motion on the floor was presented:

Moved: Director Grieve Seconded: Alternate Director Berriault

Corporate Vote Weighted

That the resolution be amended to by adding: **FURTHER** that the RDKB invite the City of Rossland to become a full participant in the RDKB Building Inspection service.

Defeated

Voting on the original motion without the amendment - Carried.

Grants in Aid - as of June 20, 2019

309-19 Moved: Director Grieve Seconded: Director Gee

Stakeholder Vote (Electoral Area Directors) Weighted

That the following grants in aid be approved:

1. Beaver Valley Dynamic Aging Society – Sips and Sparkles Fundraiser – Electoral Area 'A' - \$2,000
2. Rossland Golden City Days – Festival Costs – Electoral Area 'B'/Lower Columbia-Old Glory - \$1,000
3. Christina Lake Boat Access Society – Annual Clean Up Day – Electoral Area 'C'/Christina Lake - \$400
4. Grand Forks Curling Club – Building Security Equipment – Electoral Area 'C'/Christina Lake - \$1,550
5. Big White Mountain Community Development Association – Summer Camp – Electoral Area 'E'/West Boundary - \$6,500
6. Bridesville Water Improvement District – Well Work – Electoral Area 'E'/West Boundary - \$3,659.30
7. Greenwood & District Public Library Association – Summer Reading Club – Electoral Area 'E'/West Boundary - \$300
8. Phoenix Foundation of the Boundary Communities – Vital Signs Report – Electoral Area 'E'/West Boundary - \$1,000.

Carried.

**Grant in Aid-2014 Anaconda Water System Assessment (study) Update
Director Gee, Electoral Area E/West Boundary**

Director Gee explained her request for an internal transfer of \$3,000 from Electoral Area E/West Boundary Grant-in-aid to Feasibility Study (006) Service to cover costs to update the prices in the *2014 Anaconda Water System Assessment* report. The following lists the pricing that needs to be revised :

- infrastructure upgrades,
- financial plan and capital charges,
- rate structure analysis and
- compiling the overall Assessment for re-issue.

310-19 Moved: Director Gee Seconded: Director Grieve

Stakeholder Vote (Electoral Area Directors) Weighted

That the Regional District of Kootenay Boundary Board of Directors approve an internal transfer of up to a maximum of \$3,000 from Electoral Area E/West Boundary Grant-in-aid to Feasibility Study (006) Service for updates to pricing of infrastructure upgrades, financial plan and capital charges, rate structure analysis and compiling the overall Assessment for reissue in the *2014 Anaconda Water System Assessment*.

Carried.

Bylaws

**T. Lenardon, Manager of Corporate Administration/Corporate Officer
Re: Draft Proposed RDKB Procedure Bylaw No. 1720, 2019
Replacing RDKB Procedure Bylaw No. 1616, 2016**

A staff report from Theresa Lenardon, Manager of Corporate Administration/Corporate Officer regarding amendments to the current RDKB Procedure Bylaw No. 1616, 2016 and proposed new RDKB Procedure Bylaw No. 1720, 2019 was presented.

Staff reviewed the staff report and advised of the changes that the Policy and Personnel Committee requested at the May 8, 2019 Committee meeting and which include reorganizing the bylaw sections, making the bylaw easier to read and other changes to simplify the structure of the overall bylaw. Staff also reviewed, and suggested some best practices and other procedural updates.

After review and discussion, it was;

311-19 Moved: Director Grieve Seconded: Alternate Director Parkinson

Corporate Vote Unweighted

That the staff report from Theresa Lenardon, Manager of Corporate Administration/Corporate Officer titled "Proposed Draft RDKB Procedure Bylaw No. 1720, 2019" as presented to the RDKB Board of Directors on June 27, 2019 be received.

Carried.

312-19 Moved: Director Grieve Seconded: Director McGregor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the incorporation of the streamlining suggestions outlined in the staff report titled "Proposed Draft RDKB Procedure Bylaw No. 1720, 2019" and as presented to the Board on June 27, 2019, specifically inclusion of a consent agenda and elimination of recording the movers and seconders, into the proposed RDKB Procedure Bylaw No. 1720, 2019.

Carried.

313-19 Moved: Director Grieve Seconded: Director Shaw

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the inclusion of "Public Notice Posting Place(s)" into the draft proposed procedure bylaw so that the bylaw is compliant with the *Community Charter* legislative requirement for inclusion of a place that will provide public notice and which is where the public will be provided with meeting details.

Carried.

Staff will incorporate the Board's changes into the draft proposed procedure bylaw and present the revised version to the Policy and Personnel Committee at the September 2019 meeting.

Late (Emergent) Items

There were no late (emergent) items to discuss.

Discussion of Items for Future Meetings

- Single Use Plastics Ban

Question Period for Public and Media

A question period was not required.

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RDKB Board of Directors
June 27, 2019

Closed Meeting

A closed meeting was not necessary.

Adjournment

There being no further business to discuss, the meeting was adjourned (time: 8:39 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): Rachael Roussin Kootenay & Boundary Farm Advisors (KBFA)	
Subject of delegation (What information will be presented?)		This is a presentation about the activities of the KBFA program from the last two years. KBFA is funded by the RDKB. The KBFA is two years into a three year funding commitment. This presentation is intended as an update to the BOD.	
What is the purpose of delegation? (Please check where appropriate):		Information Only	X
		Letter of Support Request	
		Funding Request	
		Other (please provide details): _____ _____ _____	
Contact Person		Rachael Roussin	
Telephone:	250-231-2034	Email:	coordinator@kbfa.ca
Meeting Date Requested:	July 25		
Technical Requirements: Will you be using a power-point presentation?	YES x	NO	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 align="center">For more information, please contact:</p> <p align="center">Manager of Corporate Administration 202-843 Rossland Avenue Trail, BC V1R 4S8</p> <p align="center">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.

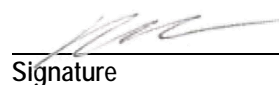
I understand and agree with the terms and conditions of my request to appear as a delegation:

Rachael Roussin

Name of Delegate/Group Representative

May 1, 2019

Date


Signature

For Office Use Only

Attending at request of the Board _____

Requesting attendance to present information and or to request letter and or funding support. _____

Referred to Chair:

_____ Date

Approved

Declined

If declined provide explanation:

Date of delegation (if applicable):

Applicant informed of decision:

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



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): <u>Patricia Dehnel</u> <u>Community Relations Manager</u> <u>Community Energy Association</u>	
Subject of delegation (What information will be presented?)		<u>Climate Action in RDKB</u>	
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): <u>to provide background + resources</u> <u>on years of Kootenay collaboration</u> <u>+ climate action initiatives.</u>	
Contact Person		<u>Patricia (Trish) Dehnel</u>	
Telephone:	<u>250 505 3246</u>	Email:	<u>pdehnel@communityenergy.bc.ca</u>
Meeting Date Requested:		<u>July 25, 2019</u>	
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: tlenardon@rdkb.com</p>			
To facilitate effective delegations:			

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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:

Patricia Dehn

Name of Delegate/Group Representative

July 4/19

Date

[Signature]

Signature

For Office Use Only

Attending at request of the Board _____

Requesting attendance to present information and or to request letter and or funding support. _____

Referred to Chair:

Date

Approved

Declined

If declined provide explanation:

Date of delegation (if applicable):

Applicant informed of decision:

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



STAFF REPORT

Date:	25 Jul 2019	File	ES Admin - Climate
To:	Chair Russell and Regional District of Kootenay Boundary Board Members		
From:	Goran Denkovski, Manager of Infrastructure and Sustainability		
Re:	Funding for the RDKB Electoral Area 'A' Climate Adaptation Project		

Issue Introduction

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability, regarding funding the Climate Adaptation Project for RDKB Electoral Area 'A'.

History/Background Factors

Project Partners:

Local Government Partners include: The Regional District of Central Kootenay, City of Cranbrook, City of Rossland, City of Nelson, Regional District of East Kootenay, City of Golden, and Village of Silverton.

The Adaptation to Climate Change Team (ACT) at Simon Fraser University is recognized as one of the most influential voices in the field of climate resilience. Deborah Harford will coordinate ACT's contributions to the project and act as the Adaptation Policy and Practice Specialist. She has expertise in dialogue facilitation and policy responses to adaptation, and can link the project to a network of experts working in diverse adaptation fields.

Climate Resilience Consulting (CRC) is a local team of climate scientists that has engaged with many Columbia Basin municipalities in their efforts to better understand what climate change means for them. Mel Reasoner is an established leader in Columbia Basin climate science and communication due to his past involvement in many climate change, mitigation, and adaptation efforts. The Pacific Climate Impacts Consortium (PCIC) is a recognized leader in climate science and communication for western Canada. PCIC brings extensive knowledge

of climate science, hydrological modelling and experience building the capacity of communities to use climate and hydrological information in their planning and operations.

The Canadian Rural Revitalization Foundation will provide advisory services and support for knowledge mobilization, including a webinar series, through its networks.

Project Management

The Columbia Basin Rural Development Institute (RDI) at Selkirk College will provide overall management to the project, lead communications with participating municipalities, coordinate the contributions of other organizations, facilitate Adaptation Theme Team (ATT) meetings and coordinate resulting training/projects, lead knowledge mobilization efforts and fulfil research needs aligned with staff expertise.

Project Overview & Rationale

Regional Districts face unique challenges related to climate adaptation, including a scarcity of sufficiently local environmental data to base decisions on, and a shortage of guidance appropriate to organizations with small tax bases and limited capacity.

This project addresses these challenges by:

1. providing external support to identify priority vulnerabilities, fill information gaps preventing adaptation action, and train participants in rurality-relevant adaptation strategies;
2. using economies of scale to reduce costs; and
3. facilitating a regional network to build capacity through peer learning and collaborative action.

Year 1 - Identification of municipal climate vulnerabilities (2019)

Climate adaptation progress will be measured for the six participating Basin municipalities using the State of Climate Adaptation and Resilience in the Basin (SoCARB) indicator suite. SoCARB assesses adaptation actions in relation to climate changes and associated community/environmental impacts.

This work will result in the production of a customized assessment for each participating municipality that incorporates detailed climate and hydrological trends and projections to identify the specific risks each municipality faces; and measures the performance of past action to identify remaining vulnerabilities.

These results will be compiled with those of four pilot communities who completed the assessment in 2017 and 2018 to generate a regional perspective on priority vulnerabilities.

Year 2 –Support development of municipal capacity specific to shared adaptation themes and priority vulnerabilities, and implementation of adaptation projects (2020)

Three to five Adaptation Theme Teams (ATTs) will be convened to address priority vulnerabilities. Each team will include representation from the six participating municipalities, four original pilot communities, partner organizations, experts, and any additional stakeholders as appropriate.

The purpose of the ATTs is to:

1. facilitate peer learning and cross-jurisdictional collaboration;
2. engage external experts to provide training; and
3. implement projects that reduce priority vulnerabilities and overcome common barriers to action. Approximately \$50k in seed funding is available for the ATTs to initiate projects.

Year 2 will be concluded with an open-invitation Learning Summit and webinar series to build capacity by providing training and facilitating collaborative action around bigger-picture adaptation issues (e.g., training on low-carbon resilience will simultaneously advance adaptation and reduce emissions).

Additional project goals and outcomes

1. Build a regional adaptation network to link and leverage municipal action.
2. Coordinate community-scale activities via ATTs to avoid duplication and promote efficient use of resources.
3. Mobilize project knowledge throughout the region (and beyond).
4. Generate broadly-applicable lessons for municipalities in the Columbia Basin-Boundary region

Implications

This project is funded through a FCM grant with the RDKB providing a \$5,000 contribution. The RDKB portion of the contribution would be paid from the Carbon Neutral Initiatives Reserve Fund in the General Administration Service (001). Bylaw 1537 Carbon Neutral Initiatives Reserve Fund (2013) states that:

The funds allocated to this Reserve Fund shall be approved by Board Resolution, be recorded separately, and may be invested into programs consistent with, but not limited to the following:

- The funding of climate mitigation and adaptation strategies, actions, policies, education and awareness about climate change and sustainability,

Advancement of Strategic Planning Goals

The project supports the Board's overall mandate for promoting environmental stewardship and proactive climate preparedness.

Background Information Provided

1. Bylaw 1537 Carbon Neutral Initiatives Reserve Fund (2013)
2. CRA RDKB Climate_Adaptation

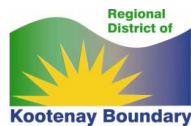
Alternatives

1. That the Regional District of Kootenay Boundary Board of Directors direct the RDKB authorized signatories to sign and execute an agreement with Selkirk College in the amount of \$5,000 for the Climate Adaptation Project for RDKB Electoral Area 'A'. **Further**, that the Board approve using the Climate Action Reserve Fund for the \$5,000 contribution.
2. Not to receive the Report.

Recommendation(s)

That the Regional District of Kootenay Boundary Board of Directors direct the RDKB authorized signatories to sign and execute an agreement with Selkirk College in the amount of \$5,000 for the Climate Adaptation Project for RDKB Electoral Area 'A'.

Further, that the Board approve using the Climate Action Reserve Fund for the \$5,000 contribution.



BYLAW NO. 1537

“RDKB Climate Action Reserve Fund (2013)”

A bylaw to establish a Reserve Fund to allocate resources towards the study and/or completion of regional and local energy reduction projects

WHEREAS the Regional District of Kootenay Boundary is currently a voluntary signatory to the BC Climate Action Charter to reduce corporate and community energy and green house gas reductions;

AND WHEREAS the Regional District of Kootenay Boundary is authorized, under Section 814 of the Local Government Act, to establish a reserve fund for specified purposes;

NOW THEREFORE BE IT RESOLVED that the Board of the Regional District of Kootenay Boundary, in open meeting assembled, enacts as follows:

- 1) Bylaw No. 1537 cited as the “Regional District Kootenay Boundary Climate Action Reserve Fund (2013)”.
- 2) In lieu of purchasing offsets, the RDKB will demonstrate leadership by establishing a corporate reserve fund and will satisfy the Climate Action Charter and Carbon Neutral Framework requirements as considered to be “working towards carbon neutrality”.
- 3) The RDKB will voluntarily allocate an annual amount of TWENTY-FIVE Dollars (\$25.00) per tonne of measurable greenhouse gas emissions for each calendar year, which is determined annually as part of Climate Action Charter reporting. The initial instalment of annual investment to this reserve will offset the RDKB’s 2012 measurable corporate greenhouse gas emissions reported to the Province of BC.
- 4) Amounts received from other funding sources related to climate change and emissions reduction programs, such as the Climate Action Revenue incentive Program (CARIP), savings from energy efficiency retrofits, budget already allocated for energy or climate projects, or other related grants and funding sources related to climate change and sustainability may also be paid into this Reserve Fund in future years.
- 5) The funds allocated to this Reserve Fund shall be approved by Board Resolution, be recorded separately, and may be invested into programs consistent with, but not limited to the following:
 - a) The planning or completion of regional and/or local energy reduction / conservation projects and initiatives,
 - b) The funding of climate mitigation and adaptation strategies, actions, policies, education and awareness about climate change and sustainability,
 - c) Operational Reviews and/or Audits of Regional District energy prone services or assets,
 - d) Investment into future capital infrastructure towards measurable regional and/or local emissions reduction projects that supports Local Government’s commitment to corporate and community-wide energy and GHG reductions,
 - e) The purchase of carbon offsets or other similar measures may that be devised in the future to manage greenhouse gas emissions.
- 6) A Board resolution or an approved financial plan is required for all expenditures from this Climate Action Reserve Fund.

Read a **FIRST** time this 26th day of September, 2013.

Read a **SECOND** time this 26th day of September, 2013.

Read a **THIRD** time this 26th day of September, 2013.

RECONSIDERED and finally **ADOPTED** this 26th day of September, 2013 .

Director of Administrative Services

Chair

I, Elaine Kumar, Director of Corporate Administration, do hereby certify the foregoing to be a true and correct copy of Bylaw No. 1537 cited as ““Regional District Kootenay Boundary Climate Action Reserve Fund (2013)” which was reconsidered and finally adopted this 26th day of September, 2013.

Director of Administrative Services



Collaborative Research Agreement

This **AGREEMENT** dated for reference, June 27, 2019,

BETWEEN:

Selkirk College, a corporation continued under the College and Institute Act of British Columbia and having its administrative offices at 301 Frank Beinder Way, Castlegar, BC, V1N 4L3, ("**SC**"),

AND:

Regional District of Kootenay Boundary, an entity duly incorporated under the laws of British Columbia having its registered office at 202-843 Rossland Ave., Trail, BC, V1R 4S8 (the "**Research Partner**"),

(together, the "**Parties**").

WHEREAS

- A.** SC provides a learning environment that encourages innovation, applied research and development, and entrepreneurship.
- B.** The Research Partner requires innovation, applied research and/or entrepreneurship assistance and wishes to support, through cash and / or in-kind contributions, relevant applied research and development activities at SC.
- C.** SC and the Research Partner wish to enter into this agreement (the "Agreement") to have SC undertake the research project outlined in Schedule A and entitled "Climate Adaptation and Innovation Project" (the "Project") in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of the mutual covenants of the parties herein and other good and valuable consideration, SC and the Research Partner agree as follows:

Article 1 – Definitions

In this Agreement:

(a) "Confidential Information" means all confidential or proprietary information concerning the Project, regardless of its form, that is (i) disclosed by SC to the Research Partner, or (ii) disclosed by the Research Partner to SC, except that "Confidential Information" does not include information: (iii) possessed by the receiving party (the "Receiving Party") prior to receipt from the disclosing party (the "Disclosing Party"), other than through prior confidential disclosure by the Disclosing Party, as evidenced by the Receiving Party's business records; (iv) published or available to the general public otherwise than through a breach of this Agreement; (v) obtained by the Receiving Party from a third party with a valid right to disclose it, provided that the third party is not under a confidentiality obligation to the Disclosing Party in respect of the same; or (vi) independently developed by employees, agents or consultants of the Receiving Party who had no knowledge of or access to the Disclosing Party's information as evidenced by the Receiving Party's business records.

(b) "Intellectual Property" (IP) means any form of knowledge or expression created by human



intellect that can be owned by a person or group. It includes, but is not limited to, inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data and other creative works which have value. It includes that which is protectable by statute or legislation, such as patents, copyrights, trademarks and trade secrets. It also includes the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants and records of research.

(i) "Research Partner Intellectual Property" means any and all knowledge, know-how, techniques, processes, and/or tools which are proprietary to the Research Partner and created prior to the start of the Project, as identified in Schedule C.

(ii) "SC Intellectual Property" means any and all knowledge, know-how, techniques, processes, and/or tools which are proprietary to SC and created prior to the start of the Project, as identified in Schedule D.

Article 2 – Role of the Research Partner and SC

The role of each Party in performing the Project will be in accordance with Schedule A. SC and the Research Partner must conduct the Project in accordance with any timeframes in Schedule A and promptly deliver all reports and deliverables specified in Schedule A.

Article 3 – Contribution from the Research Partner

In consideration of SC carrying out the Project as set out in Schedule A, the Research Partner agrees to provide the cash and / or in-kind contribution(s) specified in Schedule B. If a cash contribution is specified, the Research Partner shall deliver it to SC within 30 days of execution of this agreement. If in-kind contributions are specified, the Research Partner shall deliver these contributions as outlined in Schedule B.

Article 4 – Principal Investigator

The Principal Investigator responsible for the technical conduct of the Project and supervision of participating researchers and students shall be Lauren Rethoret. If for any reason the above-designated Principal Investigator is unable to complete the Project, SC shall be free to replace the Principal Investigator with an alternate acceptable to the Research Partner. If the Research Partner does not accept the successor proposed by SC, acting reasonably, the parties will take all reasonable steps to terminate the Project with a minimum of costs.

Article 5 – Liaison

The Research Partner representative for the Project, who is responsible for technical liaison and management of the Project on behalf of the Research Partner shall be Goran Denkovski.

Article 6 – Term

The present Agreement shall have an effective date of 1 May 2019 and shall terminate on 1 March 2021.

Article 7 – Amendments to Agreement

The terms herein stipulated may not be modified in any way without the mutual consent of the Parties in writing.



Article 8 – Assignment

No right or obligation related to this Agreement shall be assigned by either party without the prior written permission of the other, such permission not to be unreasonably withheld.

Article 9 – Equipment

Unless otherwise agreed, any equipment, machinery, data, or other property, provided by the Research Partner to SC for the purposes of this Agreement will be the exclusive property of the Research Partner, will be insured by the Research Partner and will forthwith be delivered by SC to the Research Partner on written notice to SC requesting delivery of the same at the Research Partner cost, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

Equipment purchased by SC as a budgetary item for use in the Project will be the property of SC, and the Research Partner acknowledges that SC's insurance is applicable only to such equipment owned by SC.

Article 10 – Confidentiality

SC and the Research Partner may wish to disclose Confidential Information to each other to facilitate work under this Agreement. SC and the Research Partner agree to keep confidential and not disclose to others information designated as "confidential" and supplied by them for the purpose of developing the research work under this Agreement. The parties agree to advise and notify the other as to which information disclosed, if any, constitutes Confidential Information.

Such information shall be safeguarded, not used for any purpose except that for which it was initially provided and not disclosed to anyone without a need to know within the Research Partner or SC or to third parties, and then only with appropriate confidentiality agreements, including terms no less stringent than set out in this Agreement, being signed.

The Research Partner contemplating the disclosure of Confidential Information acknowledges that SC is by its very nature an open, public teaching and applied research institution with students passing through in an open and uncontrolled manner and therefore cannot provide the same degree of security for its own Confidential Information as that which is customary in an industrial research centre. However, SC will use the same care and discretion to avoid disclosure of Confidential Information as it uses for its own similar Confidential Information that it does not wish to disclose.

Each party hereto accepts and agrees that the obligation of confidentiality shall persist for a period of 3 years after the completion or termination of this Agreement. Upon completion or termination of this Agreement, each party that has received Confidential Information or material during the course of the Agreement shall, upon written request, return such Confidential Information and material to the other and shall not retain copies or transcripts thereof for any purpose whatsoever.

Unless otherwise agreed to in writing, the terms and conditions of this Agreement are confidential.

Article 11 – Publicity and Use of Name

Each Party agrees that it shall not use the name, logo, trademark or any other identifying mark, or the names of any staff member of the other party in any advertising or publicity material, or make any form of representation or statement in relation to the Project that would constitute an



express or implied endorsement by the other party of any product or service, without obtaining the prior written approval of an authorized representative of the other Party.

Notwithstanding this Article, SC shall be entitled to include a description of the Project in any list of applied research projects that it produces from time to time, including but not limited to lists of current research projects produced for reports to government funding sources. Such lists of research projects may include the title of the Project and/or a short description agreed to by the Parties, the name of the Principal Investigator, the term, the Research Partner name, and the dollar value (direct and in-kind) of the contract. SC staff members shall also be entitled to use such information in their personal curricula vitae.

All other terms of the agreement shall not be disclosed without the express written approval of the other party.

Article 12 – Academic Progression and Publication

The Parties agree that it is part of SC's function to disseminate information and make it available for the purpose of training and scholarship. Dissemination includes presenting publications at symposia, national or international professional meetings, or the publication in journals or other publications of accounts of the work pertaining to this Agreement. The Research Partner agrees and acknowledges that SC students and employees involved in the Project may describe the Project in general terms agreed upon by the Parties to meet academic requirements for class presentations, for courses and for programs, and for the purposes of career development.

To eliminate the possibility that the evaluation of course work or a thesis is delayed, the Research Partner may make a written request to SC that the course work or thesis be submitted and examined in confidence, and that any examiner not already covered by a suitable obligation of confidentiality, sign a confidentiality and non-use agreement. The Research Partner may also request that the course work or thesis not be made public for a period not to exceed six (6) months from the date of submission of the work.

The Research Partner recognizes that the results of the Project, including any Project Intellectual Property and research data (together "the Results") must be publishable or otherwise available for public dissemination, and agrees that SC and its researchers have the right to present at professional meetings or symposia, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, methods, information and data resulting from or gained in pursuing the Project, other than the Research Partner's Confidential Information. To avoid improper disclosure of the Research Partner's Confidential Information or loss of available protection of such information or the Results through public disclosure, the SC will furnish the Research Partner with copies of any proposed publication or presentation that contains information that may identify the Research Partner, in advance of such proposed publication or public presentation. The Research Partner shall have 14 days after receipt of said copies to object to such proposed public dissemination; in which event, SC shall refrain from making such publication or presentation for a maximum of six months from the date of receipt of such objection to allow the Research Partner to take appropriate measures to protect the Research Partner Intellectual Property or any Project Intellectual Property. The Research Partner may request that any Research Partner Confidential Information be deleted from the materials submitted, or that portions thereof be rewritten so as to protect the proprietary rights of the Research Partner; provided that SC researchers shall have final authority to determine the scope and content of any publication, except with respect to the Research Partner's Confidential Information.



Notwithstanding any other term or condition of this Agreement, SC retains or, where necessary, is hereby granted, the right on behalf of itself and its researchers, to use the Results for research, scholarly publication, and educational use.

Article 13 - Intellectual Property and Grant of Rights

The Parties hereto acknowledge and agree that during the Term of this Agreement, the Research Partner may provide SC with access to Research Partner Intellectual Property. Notwithstanding anything else in this Agreement, the Research Partner owns all right, title and interest in and to Research Partner Intellectual Property.

The Parties hereto acknowledge and agree that in the course of the Project, SC may utilize SC Intellectual Property or provide the Research Partner with access to SC Intellectual Property. Notwithstanding anything else in this Agreement, SC retains all right, title and interest in and to the SC Intellectual Property and any improvements and/or modifications thereto.

During the Term of the Agreement in the performance of the Project, SC may, either solely, or jointly with the Research Partner, conceive and/or make inventions, improvements, and/or discoveries related to SC Intellectual Property or Company Intellectual Property (the "Project Intellectual Property"). All right and title to Project Intellectual Property will belong to the Research Partner. SC will cause the Principal Investigator (including any replacement) and any other student or employee of SC involved with creating Project Intellectual Property to waive any and all moral rights that such persons may have in connection with the Project.

SC will, at the Research Partner's cost, promptly execute and deliver to the Research Partner any assignment or documents the Research Partner deems necessary to vest in the Research Partner all right, title and interest relating to its Project Intellectual Property.

The Research Partner acknowledges and agrees that SC may use Project Intellectual Property without charge for research, educational and all other non-commercial purposes.

Article 14 - Liability and Indemnity

The Research Partner indemnifies, holds harmless and defends SC, its Board of Governors, directors, officers, employees, students, invitees and agents against all and any claims that arise, directly or indirectly, out of the negligent or wrongful act or omission of the Research Partner or the Research Partner's officers, directors, employees or agents in the performance of the Project.

The Research Partner indemnifies, holds harmless and defends SC, its Board of Governors, directors, officers, employees, students, invitees and agents against all and any claims (including reasonable legal fees and disbursement) arising out of the receipt or use by the Research Partner of any of SC's Confidential Information, Project Intellectual Property, or any data or results arising from the Project including, without limitation, any damages or losses, consequential or otherwise, however they may arise.

Article 15 - Warranty

SC agrees to carry out the research in accordance with appropriate scientific and professional standards but does not promise to achieve any desired result. SC expressly disclaims any warranty, express or implied, on the results of the research, including without limitation all implied warranties or conditions of merchantable quality and fitness for a particular purpose and all warranties arising from course of dealing and trade usage. SC, its employees or agents shall not



be liable for any direct, indirect, special, incidental, consequential, or any other damage suffered by the Research Partner or others resulting from the use of the research results, any deliverables or Intellectual Property developed by SC under this Agreement, including without limitation damages for lost data or economic loss, regardless of the legal theory (including any negligence theory, except in connection with personal injury or property damage), even if SC has been advised of the possibility of such damage and even if arising from a fundamental breach.

Article 16 – Insurance

Each Party to this Agreement is responsible for insuring its owned property directly or indirectly connected with this Agreement.

Each of the Parties to this Agreement shall secure and maintain Comprehensive General Liability insurance with an insurer licensed in the Province of their operations, in an amount not less than \$5Million per occurrence, insuring against bodily injury and property damage, including loss of use thereof, blanket contractual liability and contingent employer's liability, and shall extend to include any employee as additional insured. Upon request by the other party, each party shall provide written evidence of insurance as outlined above.

Article 17 - Termination for Default

Either party may terminate this Agreement thirty (30) days after written notice of default is given to the defaulting party and if the defaulting party does not take immediate action to correct such default within such period.

No condoning, excusing or overlooking by any party of any default, breach, or non-observance by another at any time or times in respect of any covenants, provisos or conditions of this Agreement, shall operate as a waiver of such party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance, so as to defeat in any way the rights of such party in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by such party, save only an express waiver in writing.

No exercise of a specific right or remedy by any party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining any action to which it may otherwise be entitled either at law or in equity.

Article 18 - Notices

Notices under this Agreement shall be sent by registered mail, return receipt requested or delivered by hand, return receipt requested to the following address of either party unless changed by written notice. Notice may also be sent by facsimile. Any notice sent by facsimile will be deemed to have been received one clear day after transmittal.

SC: 301 Frank Beinder Way
Castlegar, BC, V1N 4L3

Tel: (250) 365-1283
ATTN: Barb Ihlen

Research Partner: 202 – 843 Rossland Ave.,
Trail, BC, V1R 4S8

Tel: 250-368-9142
Attn: [Click here to enter text.](#)



Article 19 - Force Majeure

Neither party to this Agreement shall be liable to the other for any failure or delay in performance caused by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, unusually severe weather, or governmental action.

Article 20 - Entire Agreement

This Agreement shall supersede all prior documents or agreements, whether written or verbal, in respect of the subject matter thereof, including any Non-Disclosure Agreement previously executed by the parties.

Article 21 - Choice of Law

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of British Columbia and both parties expressly attorn to the jurisdiction of the courts of British Columbia for enforcement thereof.

Article 22 - Arbitration

It is the intention of the parties to settle any dispute relating to the Agreement among themselves, but if at any time during the term of this Agreement, or after its termination, any dispute arises between the parties respecting any matter which they cannot settle among themselves, then the dispute will be settled by a single arbitrator appointed by agreement between both parties, under the provisions of the Commercial Arbitration Act (British Columbia) and the rules of the British Columbia International Commercial Arbitration Centre, as from time to time amended or substituted. If the parties cannot agree on an arbitrator within 10 days after referral of a matter to arbitration, then the single arbitrator shall be appointed by the British Columbia International Commercial Arbitration Centre. The decision of the arbitrator will be final and binding on the parties. The costs of the arbitration will be apportioned between the parties, or against any one or more of the parties, as the arbitrator may decide.

Article 23 - Relationship of Parties

The relationship of SC to the Research Partner is that of an independent contractor and nothing in this Agreement shall be construed as establishing an agency, Research Partnership, or employment relationship between the parties.

Article 24 - Severability

In the event that any part, section, paragraph or sub-paragraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

Article 25 - Survival of Articles

Articles 10 (Confidentiality), 11 (Publicity), 12 (Academic Progression and Publication), 13 (Intellectual Property and Grant of Rights), 14 (Liability & Indemnity), 15 (Warranty), and 22 (Arbitration) shall survive the termination of this Agreement for any reason in addition to those articles surviving by operation of Law.

Article 26 - General

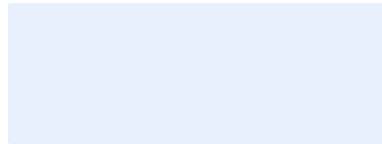
SC will not in any manner whatsoever commit or purport to commit the Research Partner to the



payment of money to any person, firm or corporation.

IN WITNESS THEREOF, duly authorized officers of the Parties hereto have executed duplicate copies of this Agreement as of the day and year first written above.

SIGNED FOR AND ON BEHALF OF
SELKIRK COLLEGE:



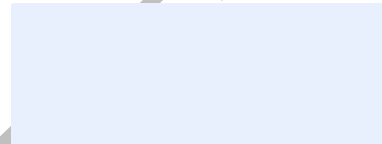
Terri MacDonald

Director, Applied Research and Innovation
Authorized signatory

Click or tap to enter a date.

Date

SIGNED FOR AND ON BEHALF OF
REGIONAL DISTRICT OF KOOTENAY
BOUNDARY:



Click here to enter text.

Click here to enter text.
Authorized signatory

Click or tap to enter a date.

Date

Schedule A

Project Description: Columbia Basin Climate Adaptation and Innovation Project

Purpose:

Build the Columbia Basin-Boundary region's capacity to adapt to climate change through regional-scale action and collaborative learning.

Objective 1: Identify municipal climate vulnerabilities

- Measure adaptation progress in six case study municipalities using the State of Climate Adaptation and Resilience in the Basin (SoCARB) indicator suite. SoCARB assesses adaptation actions in relation to climate changes and associated community/environmental impacts.
- Produce six case study assessments to 1) generate detailed climate and hydrological projections to identify the specific risks each municipality faces; and 2) measure performance of past action to identify remaining vulnerabilities.
- Compile results with those from the 2013-2018 pilots to generate a regional perspective on priority vulnerabilities.

Objective 2: Enhance municipal capacity specific to common adaptation themes and priority vulnerabilities

- Convene three to five Adaptation Theme Teams (ATTs) focused on the priority vulnerabilities. Each team will include representation from case study and pilot municipalities, partner organizations and additional stakeholders where appropriate.
- Host ongoing ATT meetings to: 1) facilitate peer learning and cross-jurisdictional collaboration; 2) engage external experts to provide training; and 3) implement projects that reduce priority vulnerabilities and overcome common barriers to action.
- Provide a 'seed fund' for ATTs to initiate projects.
- Host an open-invitation Learning Summit and webinar series to build capacity by providing training and facilitating collaborative action around bigger-picture adaptation issues (e.g., training on low-carbon resilience will simultaneously advance adaptation and reduce emissions).

Objective 3: Advanced regional-scale response to climate change

- Build a regional adaptation network to link and leverage municipal action.
- Coordinate community-scale activities via ATTs to avoid duplication and promote efficient use of resources.
- Mobilize project knowledge throughout the region (and beyond).

KOOTENAY & BOUNDARY CLIMATE INNOVATIONS PROJECT: WORKPLAN-AT-A-GLANCE

TASK	2019								2020											
	2 nd quarter		3 rd quarter			4 th quarter			1 st quarter			2 nd quarter			3 rd quarter			4 th quarter		
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Kick off Mtg	9																			
Maturity Scale Survey	Due 15																			
LG meetings		3-6																		
Climate data collection & analysis	X	X	X	X																
Hydrological data collection & analysis		X	X	X	X															
All other data collection	X	X	X	X	X															
LG data collection		X	X	X	X															
Community surveys				X	X															
Draft reports				X	X	X	X		Please note that 2020 schedule is still very preliminary!											
ATT Priorities Survey							X													
Final reports								X												
ATT Kick off Mtg (F2F)									X											
ATT Mtgs										X		X		X		X		X		
Learning Webinars														X			X	X		X
Learning Summit																			X	
Project wrap-up																			January 2021	
Project report																			February 2021	

Schedule B

Research Partner Contribution

\$5000, due within 30 days of execution of this agreement.

It is anticipated that up to \$12,500 of in-kind time and resources will be contributed as needed.

DRAFT

Schedule C

Research Partner Intellectual Property

None identified.

DRAFT

Schedule D

SC Intellectual Property

None identified.

DRAFT

Regional District of Kootenay Boundary

Cheque Register-Summary for month of June 2019

Cheque Date	Supplier	Name	Amount
2019-06-07	0731689	0731689 BC LTD DBA INTERIOR SIGNS	\$ 2,184.00
2019-06-28	1040215	1040215 BC LTD CHRISTINA LAKE CANCO	\$ 434.74
2019-06-13	ARL010	THE ARLINGTON HOTEL	\$ 411.34
2019-06-28	ARM060	ARMSTRONG MONITORING	\$ 94.50
2019-06-07	BEA055	BEAVER VALLEY DYNAMIC AGING	\$ 5,700.24
2019-06-07	BEA620	BEAVER VALLEY BLOOMING SOCIETY	\$ 8,726.00
2019-06-13	BEL070	BELL MEDIA RADIO GP	\$ 214.20
2019-06-07	BEN025	BENT, CAROLYN	\$ 48.95
2019-06-28	BIG055	BIG WHITE MOUNTAIN COMMUNITY	\$ 12,000.00
2019-06-28	BOU060	BOUNDARY FAMILY & INDIVIDUAL	\$ 16,730.00
2019-06-07	BOU100	BOUNDARY LODGE ASSISTED LIVING	\$ 100.00
2019-06-07	BOU460	BOUNDARY EXCAVATING	\$ 116,007.26
2019-06-20	BOW040	BOWMAN, KARLEE	\$ 642.00
2019-06-28	BOW080	BOWMAN, KARLEE, IN TRUST	\$ 173.04
2019-06-28	BRI001	BRINK'S CANADA LIMITED	\$ 515.45
2019-06-20	CAF010	CAFE MICHAEL LTD.	\$ 532.35
2019-06-13	CAR190	CARLETON RESCUE EQUIPMENT	\$ 24.08
2019-06-20	CAS030	CASTLE MOUNTAIN TREE SERVICE	\$ 294.00
2019-06-28	CAS150	CASCADE LOCK & SAFE	\$ 110.25
2019-06-13	CHA110	CHAMPLIN, BRIAN	\$ 255.00
2019-06-20	CHR430	CHRISTINA LAKE PORTA POTTY	\$ 750.00
2019-06-07	CIB010	CIBC VISA	\$ 11,851.62
2019-06-20	CIV040	CIVIC LEGAL LLP	\$ 7,366.55
2019-06-28	CLA170	CLASSIC DESIGN STUDIO	\$ 105.28
2019-06-28	CLE001	CLEMENS, CHUCK	\$ 105.73
2019-06-07	COL026	COLUMBIA WIRELESS INC.	\$ 610.40
2019-06-28	COL390	COLUMBIA BASIN BROADBAND	\$ 3,875.20
2019-06-07	COM070	COMMUNITY FUTURES DEVELOPMENT	\$ 22,225.00
2019-06-28	COM070	COMMUNITY FUTURES DEVELOPMENT	\$ 7,525.00
2019-06-07	CRE040	CREM HOLDINGS LTD	\$ 1,050.00
2019-06-20	DEA045	DEAN, MICHELE, 'IN TRUST'	\$ 187.51
2019-06-28	DEA045	DEAN, MICHELE, 'IN TRUST'	\$ 51.78
2019-06-13	DEL070	DELL CANADA INC	\$ 5,994.23
2019-06-28	DEL070	DELL CANADA INC	\$ 86.67
2019-06-07	DES100	DESROSIERS, MARCEL	\$ 800.00
2019-06-20	DES100	DESROSIERS, MARCEL	\$ 800.00
2019-06-13	DIS060	DISTRICT OF LAKE COUNTRY	\$ 661.50
2019-06-13	EDW030	EDWARDS WILLIAM	\$ 330.37
2019-06-20	EST010	ESTA TRADING CO. INC.	\$ 1,228.92

Regional District of Kootenay Boundary

Cheque Register-Summary for month of June 2019

Cheque Date	Supplier	Name	Amount
2019-06-07	ET2001	ET2MEDIA	\$ 2,815.74
2019-06-28	ET2001	ET2MEDIA	\$ 2,815.74
2019-06-28	FER001	FERRARO FOODS	\$ 34.86
2019-06-07	FIR240	WAYNE WALD DBA FIREFOX FIRE	\$ 1,999.20
2019-06-07	FLE015	FLEETCOR CANADA MASTERCARD	\$ 3,228.74
2019-06-13	FLE015	FLEETCOR CANADA MASTERCARD	\$ 350.37
2019-06-28	FLU010	FLUENT INFORMATION MANAGEMENT	\$ 1,344.00
2019-06-13	FORGRA	FORTIS BC - FINANCIAL ACCOUNTING	\$ 724.50
2019-06-13	FRU020	FRUITVALE CO-OP	\$ 829.63
2019-06-20	FRU020	FRUITVALE CO-OP	\$ 150.83
2019-06-28	FRU090	FRUITVALE FIRE FIGHTERS SOCIETY	\$ 150.00
2019-06-28	GAI010	GAIA PRINCIPLES IPM SERVICES	\$ 52.50
2019-06-28	GAU060	GAUDET, JADE	\$ 50.00
2019-06-20	GFO030	GFOABC	\$ 2,152.50
2019-06-28	GRA200	GRAND FORKS AMATEUR RADIO CLUB	\$ 7,061.49
2019-06-28	HOM010	HOME DEPOT CREDIT SERVICES	\$ 744.10
2019-06-28	HOM020	HOMERS HYDROVAC SERVICES	\$ 924.00
2019-06-13	HOM030	HOMEGOODS FURNITURE	\$ 838.86
2019-06-13	IHA010	IHAS, JODI	\$ 65.00
2019-06-28	IMP120	4IMPRINT	\$ 1,088.19
2019-06-07	JAM035	JAMIESON, DAN	\$ 191.66
2019-06-28	JAM035	JAMIESON, DAN	\$ 343.76
2019-06-28	JOH030	JOHNNY'S MUFFLER SHOP	\$ 366.41
2019-06-13	JOI010	JOINT FORCE TACTICAL LTD	\$ 164.31
2019-06-28	JOR060	JORDT, SAMANTHA	\$ 50.00
2019-06-13	KAN020	KAN-WEST ROADS LTD	\$ 12,618.71
2019-06-20	KAN020	KAN-WEST ROADS LTD	\$ 6,410.34
2019-06-13	KAT001	KATHLEEN PLAA NOTARY PUBLIC	\$ 56.00
2019-06-28	KET010	KETTLE RIVER SENIORS ASSOC. (ECHO)	\$ 240.00
2019-06-07	KIW020	KIWANIS CLUB OF TRAIL	\$ 36,375.00
2019-06-07	KOO600	KOOTENAY COLUMBIA HOME MEDICAL	\$ 800.00
2019-06-28	KRA015	KRAUSE, JARRETT	\$ 99.00
2019-06-10	LAN030	BC LAND TITLE & SURVEY AUTHORITY	\$ 1,000.00
2019-06-26	LAN030	BC LAND TITLE & SURVEY AUTHORITY	\$ 1,000.00
2019-06-28	MAD060	MADISON, DANIEL	\$ 67.24
2019-06-28	MAT105	MATTHES, MYAH	\$ 50.00
2019-06-28	MER120	MERIDIAN ONECAP CREDIT CORP	\$ 510.38
2019-06-07	MIN030	MINISTER OF FINANCE	\$ 5,625.00
2019-06-13	MIN040	MINISTER OF FINANCE	\$ 1,031.97

Regional District of Kootenay Boundary

Cheque Register-Summary for month of June 2019

Cheque Date	Supplier	Name	Amount
2019-06-07	MIN170	MINISTER OF FINANCE	\$ 1,200.00
2019-06-07	NAN010	CITY OF NANAIMO	\$ 2,415.00
2019-06-20	NAN010	CITY OF NANAIMO	\$ 1,449.00
2019-06-13	NED010	NEDERMAN CANADA LTD.	\$ 1,485.85
2019-06-20	NOF010	NO FRILLS	\$ 368.76
2019-06-28	PAC210	PACIFIC FIRST AID TRAINING & SUPPLIES	\$ 154.81
2019-06-07	PAT030	PATHWISE SOLUTIONS INC	\$ 8,505.00
2019-06-07	PEN015	PENNEY, JENNIFER	\$ 70.00
2019-06-13	PEN015	PENNEY, JENNIFER	\$ 165.00
2019-06-20	PET010	PETRO CANADA	\$ 8,665.73
2019-06-13	PIL010	PILLA, MEGAN	\$ 1,421.40
2019-06-07	PLA020	PLANNING INSTITUTE OF BC	\$ 729.75
2019-06-13	POT010	POTTER, HEATHER	\$ 470.68
2019-06-28	POW002	POWNALL CONSTRUCTION & FORM	\$ 11,060.35
2019-06-28	PUB010	PUBLIC WORKS ASSOCIATION OF BC	\$ 729.75
2019-06-07	PUR020	PUROLATOR INC.	\$ 44.56
2019-06-28	PUR020	PUROLATOR INC.	\$ 70.99
2019-06-13	REC002	RECEIVER GENERAL	\$ 719.38
2019-06-28	REC002	RECEIVER GENERAL	\$ 719.38
2019-06-13	REC010	RECEIVER GENERAL FOR CANADA	\$ 103,465.64
2019-06-28	REC010	RECEIVER GENERAL FOR CANADA	\$ 93,129.30
2019-06-20	ROB007	ROBERTSON'S CLOTHING & SHOES INC.	\$ 1,528.73
2019-06-28	ROC190	ROCK CREEK COMMUNITY MEDICAL	\$ 160.00
2019-06-07	ROC220	ROCK CREEK CEMETERY	\$ 13,795.49
2019-06-07	SAV040	SAVE-ON-FOODS	\$ 29.80
2019-06-20	SAV040	SAVE-ON-FOODS	\$ 91.21
2019-06-28	SAV040	SAVE-ON-FOODS	\$ 66.99
2019-06-07	SCH045	SCHREINER, ROBB	\$ 33.38
2019-06-07	SEC030	SECURE BY DESIGN	\$ 44.80
2019-06-13	SEL010	SELECT OFFICE PRODUCTS	\$ 152.66
2019-06-20	SEL010	SELECT OFFICE PRODUCTS	\$ 155.29
2019-06-28	SEL010	SELECT OFFICE PRODUCTS	\$ 122.73
2019-06-07	SHA030	SHAW CABLE	\$ 160.91
2019-06-13	SHA030	SHAW CABLE	\$ 225.51
2019-06-20	SHA030	SHAW CABLE	\$ 358.11
2019-06-28	SHA030	SHAW CABLE	\$ 71.00
2019-06-13	SHE005	SHERRIFF, SUSAN, B.	\$ 1,525.00
2019-06-07	SPC010	SOCIETY FOR PREVENTION OF CRUELTY	\$ 7,437.00
2019-06-28	STA007	DESJARDINS CARD SERVICES	\$ 630.07

Regional District of Kootenay Boundary

Cheque Register-Summary for month of June 2019

Cheque Date	Supplier	Name	Amount
2019-06-28	STA090	STAR AUTOMOTIVE INC.	\$ 137.50
2019-06-13	STE110	STEPHENS, MARK	\$ 50.00
2019-06-20	STE120	STERLING, GREG	\$ 595.00
2019-06-20	SUN020	SUNWEST CARPET CARE	\$ 435.75
2019-06-13	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	\$ 385.14
2019-06-28	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	\$ 5.67
2019-06-07	TEL002	TELUS MOBILITY	\$ 4,681.27
2019-06-13	TET010	TETRA TECH CANADA INC.	\$ 6,821.98
2019-06-20	THO130	THOMPSON OKANAGAN TOURISM	\$ 8,911.82
2019-06-05	THO160	THOMPSON LEROSE & BROWN IN TRUST	\$ 179,003.49
2019-06-20	TOY010	TOYO TIRE CANADA INC	\$ 652.92
2019-06-07	TRA005	TRAIL LIONS CLUB	\$ 2,624.20
2019-06-05	TRA018	TRAIL PIPE BAND	\$ 3,048.50
2019-06-07	TRA410	TRAIL HISTORICAL SOCIETY	\$ 8,090.00
2019-06-07	VAL005	VALLEY MOTO SPORT	\$ 16,993.71
2019-06-07	VIS050	VISTA RADIO LTD.	\$ 1,135.30
2019-06-07	WAL006	WALLIS, IAN	\$ 70.00
2019-06-28	WAS010	WASTE MANAGEMENT	\$ 505.81
2019-06-13	WEI020	WEIBERG, MICHELE	\$ 300.00
2019-06-07	WES026	WEST KOOTENAY SMOKE "N" STEEL	\$ 3,896.80
2019-06-13	WES035	WESTERN FINANCIAL GROUP FRUITVALE	\$ 210.00
2019-06-07	WHI090	WHITLOCK INSURANCE SERVICES	\$ 75.00
2019-06-07	WOO010	WOODY'S TIRE & AUTO LTD.	\$ 264.63
2019-06-28	YOU130	YOUNG, STACIA	\$ 50.00
Total Accounts Paid			\$ 827,796.69

NB: One (1) payment to Boundary Excavating of \$116,007.26 relates to Provincial Emergency Program (service 012).



Boundary Community Development Committee

Minutes

Wednesday, June 5, 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 (by telephone)
M. Forster, Executive Assistant/Recording Secretary
D. Dean, Manager of Planning and Development
Simone Carlisle-Smith, TOTA
Dan Macmaster, Fibre Manager - Vaagen Fibre Canada
S. Elzinga, CF Boundary
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 June 5, 2019 meeting of the Boundary Community Development Committee was presented.

The agenda was amended with a change of delegation order.

Moved: Director Taylor Seconded: Director Dunsdon

That the agenda for the June 5, 2019 meeting of the Boundary Community Development Committee be adopted as amended.

Carried.

ADOPTION OF MINUTES

The minutes of the May 1, 2019 Boundary Community Development Committee were presented.

Moved: Director Russell Seconded: Director Gee

That the minutes of the May 1, 2019 Boundary Community Development Committee be adopted as presented.

Carried

GENERAL DELEGATIONS

Simone Carlysle-Smith, TOTA Re: Presentation of 2020 Budget

Ms. Carlysle-Smith, TOTA, attended the Committee meeting and provided the members with a presentation on the tourism update. Some of topics discussed were:

1. Service contracts with Destination BC (DBC) and Municipal Regional District Tax (MRDT)
2. Tourism funding background
3. RDKB, MRDT and DBC funds
4. Current marketing overview (2019-2020)
5. Digital performance and campaign
6. Big White Marketing
7. MRDT business plan and activities
8. Research partnership
9. Boundary Country visitor highlights - 2018

The Committee was informed that TOTA would be requesting additional funding of \$20,000 for 2020 and \$570 per year for website admin costs.

She left the meeting at 10:45 am.

Dan Macmaster, Fibre Manager - Vaagen Fibre Canada**Re: Presentation**

D. Macmaster, Fibre Manager - Vaagen Fibre Canada, attended the meeting and provided the Committee members with a presentation that covered community forests in BC, why a community forest in the RDKB, next steps and management projects examples.

He suggested the following next steps in establishing a community forest:

1. Gather information from the BCCFA conference in June and report back to the Committee in July.
2. Construct a letter to DM, RED. MLA, Tenures Branch, BCCFA to express BCDC's interest in establishing a community forest.
3. Include OIB in plans to establish a community forest.
4. Begin gathering information on where a community forest might make sense based on social and environmental values in the RDKB.

D. Macmaster was invited to attend the July BCDC meeting. He left the meeting at 12:03 pm.

OLD BUSINESS**Barb Stewart/Jenny Coleshill, Boundary Habitat Stewards****Re: Riparian Restoration Project Budget**

Moved: Director Russell Seconded: Director Taylor

That the Boundary Community Development Committee receive the budget from the Boundary Habitat Stewards as presented. **FURTHER** that \$10,000 be allocated towards the Riparian Restoration Project from the Watershed Service budget.

Carried

James Chandler, General Manager of Operations/Deputy CAO**Sandy Elzinga, Community Futures Boundary****Re: Economic Development Discussion - Contract Consideration for Delivery of Imagine Kootenay and 468 Insider App**

S. Elzinga, CF Boundary, attended the meeting and presented a memorandum, which discussed CF Boundary's vision for transitioning the projects, which are currently under the CF Boundary. J. Chandler will continue discussions with CF Boundary and J. Wetmore

and confirmed that a new proposal to oversee work related to Imagine Kootenay and Insider 486 app would be presented for further discussion at the next BCDC meeting.

There were no resolutions arising.

S. Elzinga left the meeting at 11:05 am.

NEW BUSINESS

**West Boundary Recreation Application
Re: Boundary Women's Fastball**

Moved: Director Shaw Seconded: Director Dunsdon

That the Boundary Community Development Committee approve the West Boundary Recreation application from the Boundary Women's Fastball group for \$1,000 for assistance with league and other fees.

Carried

**Information
Re: Agricultural Land Commission Letter**

Moved: Director Taylor Seconded: Director Russell

That the Boundary Community Development Committee receive the letter from the Agricultural Land Commission as information.

Carried

**Information
Re: Follow up Letter - Susan Mulkey, BCCFA**

Moved: Director Dunsdon Seconded: Director Shaw

That the Boundary Community Development Committee receive the letter from Susan Mulkey, BCCFA, as presented.

Carried

Director Gee

**Re: Discussion - Area E Enrolment in Provincial Nominee Program (PNP):
Entrepreneur Immigration, Regional Pilot**

Director Gee informed the Committee members that Area E/West Boundary has enrolled in a program which is meant to attract foreign business that would operate in the Boundary area.

There were no resolutions arising.

Director Gee

**Re: Discussion - RDKB Role - Boundary Meat Processing Project Rural Dividend
Funding**

Director Gee informed the Committee members that the Boundary Meat Processing Project is poised to go for the \$500,000 multi-partner level of Rural Dividend funding and requested that the RDKB act as a sponsor. Director Gee will provide more information on details, scope, tasks, who is responsible for what, and what the RDKB would be responsible for.

There were no resolutions arising.

LATE (EMERGENT) ITEMS

Information

Re: MRDT Financial Report and Annual Performance Report

Moved: Director Russell Seconded: Director Dunsdon

That the Boundary Community Development Committee receive the MRDT financial report and annual performance report as presented.

Carried

DISCUSSION OF ITEMS FOR FUTURE AGENDAS

1. Discussion on the Boundary meat-processing project Rural Dividend Funding.
2. Animal Control Service: adding Midway and parts of Area E.
3. Status of Speakeasy Cannabis in Rock Creek and possibility of a tour for BCDC members.

4. Update on housing and funding with Urban Matters.

QUESTION PERIOD FOR PUBLIC AND MEDIA

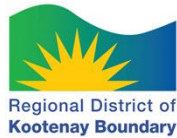
A question period for public and media was not required.

CLOSED (IN CAMERA) SESSION

A closed (in camera) session was not required.

ADJOURNMENT

The meeting was adjourned at 12:26 pm.



East End Services Committee

Minutes Tuesday, June 18, 2019 RDKB Trail Board Room

Committee members:

Director A. Grieve - Chair
Director L. Worley (3:37 pm)
Director A. Morel
Director R. Cacchioni
Director M. Walsh
Alternate Director B. Wenman (3:45 pm)
Alternate Director A. Parkinson

Staff and others present:

M. Andison, Chief Administrative Officer
M. Forster, Executive Assistant/Recording Secretary
J. Chandler, General Manager of Operations/Deputy CAO
D. Derby, Regional Fire Chief
B. Van Beek, LCCDTS
W. Startup, LCIC
S. Spooner, KCTS
Firefighters

Call to Order

The Chair called the meeting to order at 3:30 pm.

Acceptance of the Agenda (additions/deletions)

The agenda for the June 18, 2019 East End Services Committee meeting was presented.

The agenda was amended with the addition of 6B: Bus shelter granting opportunities.

Moved: Director Morel Seconded: Director Cacchioni

That the agenda for the June 18, 2019 East End Services Committee be adopted as amended.

Carried

Minutes

The minutes of the May 21, 2019 East End Services Committee meeting were presented.

Moved: Director Morel Seconded: Director Cacchioni

That the minutes of the May 21, 2019 East End Services Committee meeting be adopted as presented.

Carried

Delegations

B. Van Beek, LCCDTS

W. Startup - LCIC

Re: LCIC Update

B. Van Beek, LCCDTS and W. Startup, LCIC, attended the meeting and provided the Committee members with a presentation on past and current activities and successes. An update on Metal Tech Alley was also provided. As part of the presentation, a request for additional funding of \$34,000 per year, starting in 2020 was made. Rural Dividend funding of \$75,000 will not continue in 2020 and this total funding supports a staff position that works on the Metal Tech Alley economic initiatives. LCIC are seeking to ensure the continuity of the staff position and are looking to establish a more permanent contract at the earliest opportunity. The total costs of the \$75,000 are shared between the City of Trail, CBT and the RDKB (\$34,000).

Staff will review the distribution of funding from all partners and report back to the Committee. The Committee members can then take the information back to their respective Councils for a decision.

They left the meeting at 4:00 pm.

S. Spooner, Operations Manager - KCTS
Re: Operations and Trails Maintenance Update

S. Spooner, KCTS, attended the Committee meeting and provided a presentation on the history of the KCTS and its operations and maintenance plans. He left the meeting at 4:16 pm.

Unfinished Business

Discussion

Re: Feedback and Comments on Re-establishment of the Pend d'Oreille Graveyard

Director Grieve updated the Committee members on the history of this request and reminded everyone to discuss the re-establishment of the Pend d'Oreille graveyard with their respective Councils. Staff will provide the Committee with a report on the process involved in establishing a new service or adding to the existing one for the next meeting.

Moved: Director Cacchioni Seconded: Director Worley

That the East End Services Committee directs staff to provide a letter of support in principle for Mr. J. Urquhart's vision of re-establishing the Pend d'Oreille graveyard.

Carried

Staff will provide a draft letter to the Committee members for the next meeting.

New Business

D. Derby, Regional Fire Chief

Re: Kootenay Boundary Regional Fire Rescue (KBRFR) Service Area Amendment

A staff report from Dan Derby, Regional Fire Chief regarding a future amendment to the Kootenay Boundary Regional Fire Rescue (KBRFR) service area was presented.

Moved: Director Walsh Seconded: Alternate Director Parkinson

That the staff report from Dan Derby, Regional Fire Chief regarding a future amendment to the Kootenay Boundary Regional Fire Rescue (KBRFR) service area be received for information purposes only.

Carried

Director Cacchioni

Re: Grant Opportunities for Bus Exchanges and Shelters

Director Cacchioni requested that staff investigate the funding available for upgrading bus exchanges and shelters. A current program has been established that provides a 40/40/20 funding split, with Federal Infrastructure funding, BC Transit and local government, respectively.

Moved: Director Cacchioni Seconded: Director Worley

That the East End Services Committee directs staff to investigate the funding available through the Federal Infrastructure Program, for the upgrade and improvements of bus shelters within the transit service area.

Carried

Late (Emergent) Items

There were no late (emergent) items for discussion.

Discussion of items for future agendas

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 4:56 pm.



East End Services Committee

Minutes Monday, June 17, 2019 RDKB Trail Board Room

Committee members:

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

Staff present:

M. Andison, Chief Administrative Officer
M. Forster, Executive Assistant/Recording Secretary
J. Chandler, General Manager of Operations/Deputy CAO
D. Derby, Regional Fire Chief
Alternate Director D. Berriault
One firefighter

Call to Order

The Chair called the meeting to order at 3:30 pm.

Acceptance of the Agenda (additions/deletions)

The agenda for the June 17, 2019 East End Services Committee fire service planning workshop was presented.

Moved: Director Worley Seconded: Director Cacchioni

That the agenda for the June 17, 2019 East End Services Committee fire planning workshop be adopted as presented.

Carried

Minutes

There were no previous minutes to present.

Delegations

There were no delegations present.

Unfinished Business

There was no unfinished business for discussion.

New Business

Discussion

Re: Goals and Objectives for the Meeting

J. Chandler, General Manager of Operations/Deputy CAO, informed the Committee members that the goal of the meeting was to discuss public engagement and what it would entail, to set goals, objectives and identify the scope of work and schedule expectations.

Discussion

Re: Fire Service Strategic Planning and Review of Directors Comments

Discussion ensued on various aspects of the fire service review. Topics included:

1. the public engagement process and optimum time to schedule it.
2. what would the consultant be asked to do?
3. staff involvement in the information gathering stage for the proposed RFP.

There was consensus to have staff prepare an information package on the fire service in advance of issuing the RFP.

Moved: Director Cacchioni Seconded: Director Walsh

That the East End Services Committee directs staff to prepare an information package on the fire service and that the information be reviewed by the East End Services Committee before discussion at the next meeting.

Carried

Discussion

Re: Schedule - Establishment of Key Schedule Milestones Based on Goals, Objectives and Scope of Work for the RFP

Discussion ensued on the proposed schedule for the consultant's engagement. J. Chandler informed the Committee that it is anticipated that the review may continue into the spring of 2020.

Late (Emergent) Items

There were no late (emergent) items for discussion.

Discussion of items for future agendas

Further direction and discussion for public engagement models and the development of the scope of work for the RFP will continue at the next meeting, scheduled for July 16, 2019.

Question Period for Public and Media

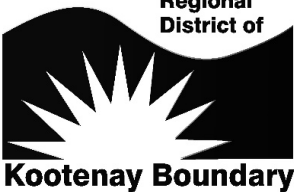
A question period for public and media was not required.

Closed (In camera) Session

A closed (in camera) session was not required.

Adjournment

The meeting was adjourned at 5:15 pm.

	<p style="text-align: center;">ELECTORAL AREA 'C'/CHRISTINA LAKE</p> <p style="text-align: center;">ADVISORY PLANNING COMMISSION</p> <p style="text-align: center;">MINUTES</p>
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Tuesday, July 2, 2019 at the Christina Lake Fire Hall, commencing at 7:00 p.m.

PRESENT: Phil Mody, Terry Mooney, Jeff Olsen, Jason Patrick Taylor, Annie Rioux, Jessica Coleman, David Durand, Jennifer Horahan

ABSENT: Butch Bisaro, Peter Darbyshire, Dave Bartlett

RDKB DIRECTOR: Grace McGregor

RDKB STAFF:

GUESTS:

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ADOPTION OF AGENDA (Additions/Deletions)

Recommendation: That the July 2, 2019 Electoral Area 'C'/Christina Lake Advisory Planning Commission Agenda be adopted as presented. Annie/Jessica

3. ADOPTION OF MINUTES

Recommendation: That the June 4, 2019 Electoral Area 'C'/Christina Lake Advisory Planning Commission Meeting Minutes be adopted as presented. Annie/Jason

4. DELEGATIONS

5. OLD BUSINESS & UPDATES TO APPLICATIONS AND REFERRALS

6. NEW BUSINESS

- A. Annie Rioux & Thomas Renolds**
RE: Temporary Use Permit Renewal
RDKB File: C-498-02999.080

Discussion/Observations:

NOTE: A correction to the unit number in the application. The correct unit is Unit B.

Recommendation:

It was moved, seconded and resolved that the APC recommend to the Regional District that the staff recommendations be supported. Jennifer/Jason

- B. Dean & Olga Terry**
RE: Development Permit
RDKB File: C-1021s-04558.000

Discussion/Observations:

No comments. Supported.

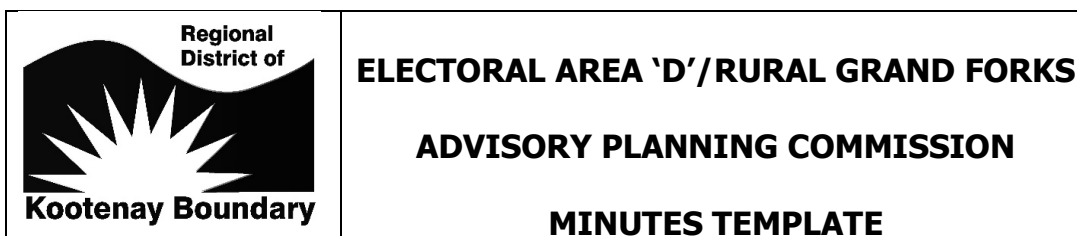
7. FOR INFORMATION

We are working with Donna Dean and Elizabeth Moore at Regional District on a number of issues of concern that may require by-law changes and seeking the involvement of other government agencies and stake-holders. We will tentatively include this in our September meeting.

8. DISCUSSION

9. ADJOURNMENT

It was moved and seconded that the meeting be adjourned at 7:36 p.m.



Tuesday, July 2, 2019 at the RDKB Office – Grand Forks, commencing at 7:00 p.m.

PRESENT: Deb Billwiller, Kathy Hutton, Rod Zielinski, Brian Noble, Della Mallette, Lynn Bleiler

ABSENT:

RDKB DIRECTOR: Roly Russell

RDKB STAFF:

GUESTS:

1. CALL TO ORDER

The meeting was called to order at 7:01 p.m.

2. ADOPTION OF AGENDA (Additions/Deletions)

Moved: Hutton; **seconded:** Noble that the July 2, 2019 Electoral Area 'D'/Rural Grand Forks Advisory Planning Commission Agenda be adopted as circulated.
Carried.

3. MINUTES

Moved: Hutton; **seconded:** Noble that the May 7, 2019 Electoral Area 'D'/Rural Grand Forks Advisory Planning Commission Minutes be adopted as circulated.
Carried.

4. DELEGATIONS

None

5. OLD BUSINESS/UPDATES TO APPLICATIONS AND REFERRALS

None

6. **NEW BUSINESS**

A. Interoute Construction Ltd.

RE: Front Counter BC – License of Occupation

RDKB File: D-6

Discussion/Observations:

- Will reforestation happen prior to the 30 year end of the 30 year license of occupation?
- Would like to ensure that any marketable trees that are cut are actually marketed.
- Would like to ensure that the safest wildland burning practices are utilized when burning forest debris.
- The “appropriate seed mixture for wildlife” should be selected in consultation with the Boundary Invasive Species Society.”
- There are concerns regarding an increase in the amount of commercial traffic on North Fork and Granby Roads. Both these roads have a high amount of pedestrian, bicycle, and horse traffic and Granby Rd. especially has a number of narrow, windy areas.
- There are also concerns regarding commercial traffic meeting at the intersection of North Fork Rd. and Volcanic Forest Services Rd.

Moved: Noble; **seconded:** Mallette that the above comments/concerns be forwarded to Front Counter BC. **Carried.**

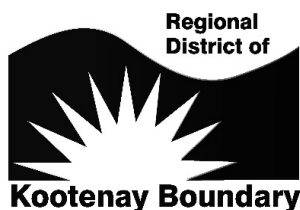
7. **FOR INFORMATION**

Lynn reported on some of the current activities of the Boundary Forest Watershed Stewardship Society.

A discussion was held regarding noxious weeds in our area, and especially their effect on agriculture. Lynn will draft a letter to Donna Dean to have this put on a future agenda, and will also invite Barb Stewart of the Boundary Invasive Species Society to attend a meeting.

8. **ADJOURNMENT**

It was moved and seconded that the meeting be adjourned at 7:54 p.m.



ELECTORAL AREA 'E' (BIG WHITE)
ADVISORY PLANNING COMMISSION
MINUTES

Tuesday, July 2, 2019 at Big White Fire Hall - Big White Ski Resort, commencing at 4:00 p.m.

Minutes taken by: Deb Hopkinson Quorum Achieved

PRESENT: Gerry Molyneaux, Deb Hopkinson, Cat Schierer, Rachelle Marcinkoski (by phone), John Lebrun (by phone)
ABSENT: Paul Sulyma
RDKB DIRECTOR: Vicki Gee via Telephone
RDKB STAFF:
GUESTS: Jeremy Hopkinson

1. CALL TO ORDER

The meeting was called to order at 4:00 p.m.

2. ADOPTION OF AGENDA (Additions/Deletions)

Recommendation: That the July 2, 2019 Electoral Area 'E' (Big White) Advisory Planning Commission Agenda be adopted.

3. ADOPTION OF MINUTES

Recommendation: That the June 4, 2019 Electoral Area 'E' (Big White) Advisory Planning Commission Minutes be adopted.

4. DELEGATIONS

N/A

5. UPDATED APPLICATIONS AND REFERRALS

A comment was made on earlier minutes that the regional district could not enforce by-laws, and it was noted that by-laws are enforced if a complaint is received.

An update to the Feathertop Lot 70 building proceeding with foundations that were not approved as per their variance application. Staff have told Vicki Gee that the structure on site is not attached and is for landscaping soil retention. The structure is attached to the foundation and serves the purpose of protecting a side door into the property. We would like some clarification from staff as to its legal status.

Suggest staff contact Feathertop Strata's architect Hugh Bitz who might be able to help.

6. NEW BUSINESS

A. Mark Hetherington

RE: Development Permit

450 Feathertop Way

RDKB File: BW-4222-07500.850

Discussion/Observations:

As there is quite a slope to the rear of this property care should be given that the ski easement maintains its grade.

Landscape plan is reasonable

The agent for the applicant has used the same form letter for the last few submissions and should be careful to insure that the grade of the property fits the letter.

Recommendation:

It was moved, seconded and resolved that the APC recommends to the Regional District that the Application be:

1. Supported

B. Big White Sewer Utility
RE: Statutory Right of Way
RDKB File: BW-2713-Sewer Temp

Discussion/Observations:

Location acceptable

Staged construction to move sewage treatment plant over the next 5 years,

Recommendation:

It was moved, seconded and resolved that the APC recommends to the Regional District that the Application be:

1. Supported

C. Monashee Ridge
RE: Subdivision Revision
RDKB File: BW-4247-07914.000

Discussion/Observations:

There are quite a few lots for the area.

The intersection into Snow Pines Rd has always been difficult, hard to see oncoming traffic, putting a Y into the mix might be a step too far. However, if highways can approve it with their criteria we would find that acceptable.

However, we do not see anything from the Snow Pines Strata that would suggest they approve of changes within the skier easement that they use to access lower Snow Pines. Jeremy Hopkinson suggested to applicant that he contact Chris Daly of Snow Pines strata, and then spoke to Mr. Daly who had not heard from the applicant. Their AGM is on July 11, 2019, would be good if he contacted them before then.

The easement right at the junction would most likely have a large accumulation of snow from snow removal.

As far as Vicki Gee knew there had still been no answer to the evaluation of land for a payment in lieu of parkland.

Funds for which should be spent in the Big White area.

Recommendation:

It was moved, seconded and resolved that the APC recommends to the Regional District that the Application be:

Supported with conditions:

That the road receive Ministry of Transport approval.

Snow Pines strata are able to comment.

Payment in lieu of parkland be sorted out.

10. ADJOURNMENT

It was moved and seconded that the meeting be adjourned at 4:41pm.



STAFF REPORT

Date: 16 Jul 2019 **File**
To: Chair Russell, Finance Liaison
 Director Cacchioni and Members
 of the Board of Directors
From: Beth Burget, General Manager of
 Finance
Re: 2019 2nd Quarter Finance Results

Issue Introduction

A staff report from Beth Burget, General Manager of Finance, regarding the financial results for the year-to-date ending June 30, 2019.

History/Background Factors

A Financial Plan Comparison with Actuals for the year-to-date ending June 30, 2019 is attached. The report is structured by Committee and provides the annual budget, total revenues, expenses and variance to annual budget as well as % of the annual budget listed by service. Comments are indicated where there are higher or lower than normal variances for this time of year.

The financial summary is not audited and does not meet all accounting standards which would otherwise be applied for final year-end financial statement purposes. Revenue and expense accruals are not booked. This summary is intended for internal purposes only.

The report indicates that to date we have received and/or booked 75% of the annual budgeted revenue. Taxation revenue for the entire year is booked at the time of recording the annual tax requisition and is therefore 100% accounted for. Transfers from reserves are not generally booked until October/November when capital projects are known to be completed.

Major variances in revenue are as follows:

- Service 001 General Government Services - Hydro grant usually received in July; as previously reported we will received \$324k less due to Teck sale
- Service 001 MFA - timing difference - all will flow through by year end
- Service 010 Regionalized Waste Management - Transfer from reserve \$510k and capital financing \$250k not done; other revenue such as tipping fees received throughout the year
- Service 012 Emergency Preparedness - increase of approximately \$500k for Grand Forks flooding
- Service 018 Culture Arts & Rec in the Lower Columbia - CBT revenue \$424k expected in November; Other revenue sources received throughout the year
- Service 027 Area C Parks & Trails - gas tax funding for pickleball court expansion \$100k not yet completed
- Service 040 Grand Forks Aquatic Centre - MFA Borrowing \$450k and transfer from reserve \$150k later in the year. These mostly relate to the aquatic desk surface project.
- Service 045 Area D Parks & Trails - \$190k strategic priorities grant for dam spillway construction to occur later in the year
- Service 050 Kootenay Boundary Regional Fire Rescue - Expect the following later in the year: Hydro grant-in-lieu \$300k and financing \$373k
- Service 054 Big White Fire - Financing for ladder truck \$1.1m to occur later in the year
- Service 057 Grand Forks Fire - Financing for building \$490k and transfer from reserve \$398k outstanding
- Service 700 Regionalized Sewer - \$283k transfer from reserve to be done later in the year
- Service 900 East End Transit - \$122k variance in Farebox Revenue and \$45k variance in Interior Health Contract as funds received throughout the year

Expenses at June 2019 are at 39% of the annual budget, Capital spending, grants, etc. are generally expended in August after receipt of tax funds. Transfers to reserves are generally made later in the year when the measurement of actual to budget can be closer reviewed.

Implications

Quarterly financial reporting will keep the Board better informed.

Advancement of Strategic Planning Goals

Aligns with goal of review and measure performance.

Background Information Provided

2019 Second Quarter Financial Plan Comparison with Actual attached.

Alternatives

1. Receipt
2. Deferral
3. Approval

Recommendation(s)

The the staff report from Beth Burget, General Manager of Finance, regarding the Financial Plan Comparison - 2019 Second Quarter be received.



REGIONAL DISTRICT OF KOOTENAY BOUNDARY
FINANCIAL PLAN COMPARISON with ACTUALS
JUNE 2019 SECOND QUARTER RESULTS Listed by COMMITTEE

		REVENUE						EXPENSE		
DESCRIPTION	Number	ANNUAL BUDGET	ACTUAL	VARIANCE	% USE OF FINANCIAL PLAN			ACTUAL	VARIANCE	% USE OF FINANCIAL PLAN
Finance Committee										
General Government Services	001	\$ 3,726,849	\$ 1,670,729	\$ (2,056,120)	45%	Rev - Hydro Grant \$1.7 m not yet rec'd - as previously reported will receive \$324k less due to Teck sale; did receive \$342k from Columbia Power (Fortis sale of waneta expansion to Columbia Power), common costs recorded monthly; Exp - cap projects \$160k not completed		\$ 1,466,990	\$ 2,259,859	39%
MFA Debenture Debt	001 MFA	\$ 2,394,640	\$ 1,234,434	\$ (1,160,206)	52%	timing difference - all MFA payments will be collected from municipalities by year-end		\$ 1,234,434	\$ 1,160,206	52%
Building & Plumbing Inspection	004	\$ 1,069,650	\$ 1,021,736	\$ (47,914)	96%	Exp - Capital projects - veh purchase \$42k not yet done; salaries difference due to outstanding recruitment of building official		\$ 422,164	\$ 647,486	39%
Reserve for Feasibility Studies	006	\$ 101,587	\$ 76,022	\$ (25,565)	75%	Rev - Grants for Oasis, Deer Ridge and GF Irrig and Bridesville outstanding; Exp - no costs for Oasis, Deer Ridge and GF Irrig		\$ 1,786	\$ 99,801	2%
TOTAL FINANCE COMMITTEE		\$ 7,292,726	\$ 4,002,921	\$ (3,289,805)				\$ 3,125,374	\$ 4,167,352	
Beaver Valley Recreation										
Beaver Valley Arena	020-011	\$ 618,847	\$ 555,163	\$ (63,684)	90%	Rev - user fees throughout year		\$ 385,704	\$ 233,143	62%
Beaver Valley Recreation	020-013	\$ 278,292	\$ 259,014	\$ (19,278)	93%	Rev - user fees throughout year; Expenses higher during summer months		\$ 86,233	\$ 192,059	31%
Beaver Valley Parks & Trails	019	\$ 935,745	\$ 914,532	\$ (21,213)	98%	Exp - Payments to muni's in Aug after rcpt of tax funds.		\$ 152,102	\$ 783,643	16%
TOTAL BEAVER VALLEY RECREATION		\$ 1,832,884	\$ 1,728,709	\$ (104,175)				\$ 624,039	\$ 1,208,845	
East End Services										
Police Based Victims' Assistance	009	154,116	126,765	(27,351)	82%	Rev - Solicitor General Grant received quarterly;		65,612	88,504	43%
East End Economic Development	017	118,260	118,260	-	100%			63,072	55,188	53%
Culture Arts & Rec in the Lower Columbia	018	1,707,889	1,142,077	(565,812)	67%	Rev - budget includes various sources of revenue rec'd throughout year, CBT Revenue at 11% - expect final payment in Nov; Exp - CBT grants 16% of budget; Box Office \$37,500 pd in Jul 2019; Capital projects \$176k (fly system in theater \$150k) not yet done; bldg mntc later in year; grants to rec societies - \$75k will be done when tax funds received; Debt principal later in year \$40k		570,967	1,136,922	33%
Kootenay Boundary Regional Fire Rescue	050	6,122,582	5,314,274	(808,308)	87%	Rev - Rev includes \$300k for hydro grant-in-lieu, funds for borrowing later in year \$373k; Exp - reserve transfer \$231k later in the year, variances include training, volunteer wages, fire study - all related to timing of payments		2,965,769	3,156,813	48%
Cemeteries - East End	150	537,397	536,397	(1,000)	100%	Exp - Contracts with muni's will be paid in Aug when funds rdv'd		2,544	534,853	0%
East End Transit	900	1,613,730	1,451,980	(161,750)	90%	Rev - farebox rev rcvd throughout year - Exp - Transit invoices generally 2-3 months behind; will be accounted for at year-end		404,333	1,209,397	25%
TOTAL EAST END STAKEHOLDERS		\$ 10,253,974	\$ 8,689,753	\$ (1,564,221)				\$ 4,072,297	\$ 6,181,677	
Environmental Services										
Regionalized Waste Management	010	4,705,420	2,752,041	(1,953,379)	58%	Rev - reserve trf \$510k not yet done, capital financing \$250k not yet completed; Exp - Capital projects not yet completed - \$369k, financing payments later in year		2,143,287	2,562,133	46%
Refuse Disposal - Big White	064	281,004	281,004	-	100%	Exp - debt principal later in year, capital project - regrading site \$24k not yet done		120,379	160,625	43%
TOTAL ENVIRONMENTAL SERVICES		\$ 4,986,424	\$ 3,033,045	\$ (1,953,379)				\$ 2,263,666	\$ 2,722,758	



REGIONAL DISTRICT OF KOOTENAY BOUNDARY
FINANCIAL PLAN COMPARISON with ACTUALS
JUNE 2019 SECOND QUARTER RESULTS Listed by COMMITTEE

Kootenay Boundary

DESCRIPTION	Number	ANNUAL BUDGET	REVENUE			Comments	EXPENSE		
			ACTUAL	VARIANCE	% USE OF FINANCIAL PLAN		ACTUAL	VARIANCE	% USE OF FINANCIAL PLAN
Boundary Stakeholders Services									
Boundary Economic Development	008	251,909	135,749	(116,160)	54%	Exp - projects not yet completed	46,424	205,485	18%
Recreation - Grand Forks & Area 'D'	021	566,040	530,743	(35,297)	94%		274,386	291,654	48%
Recreation - Greenwood, Midway , 'E'	022	67,044	67,044	-	100%	Exp - grants paid based on applications received	5,214	61,830	8%
Boundary Museum Service	026	30,000	30,000	-	100%	Exp - Payments to muni's in Aug after rcpt of tax funds.	0	30,000	0%
Grand Forks Arena	030	639,085	555,025	(84,060)	87%	Rev - user fees throughout the year but higher in winter months; Exp - capital project (fiber optics) \$17k not completed; contribution to reserve \$32k to be done later in the year	281,969	357,116	44%
Grand Forks Curling Rink	031	59,087	43,639	(15,448)	74%	Rev - reserve trf later in year; Exp - debt principal later in year	27,887	31,200	47%
Grand Forks Aquatic Centre	040	1,470,801	810,771	(660,030)	55%	Rev - user fees throughout the year, MFA borrowing \$450k and Transfer from Reserve \$150k later in year; Exp MFA LUA principal \$86k later in year, capital projects later in year \$585k deck resurfacing	351,138	1,119,663	24%
Midway & Beaverdell E.R. Service	055	0	0	-	#DIV/0!	Service discontinued in 2018	0	-	#DIV/0!
Animal Control - Boundary	071	149,035	145,535	(3,500)	98%	Exp - late invoicing for operating contract, debt principal and interest later in year	58,700	90,335	39%
Area D & Grand Forks Economic Development	078	48,434	48,434	-	100%	Exp - services to be provided later In year	1,514	46,920	3%
Mosquito - Grand Forks, Area 'D'	080	71,038	56,165	(14,873)	79%		33,997	37,041	48%
Noxious Weed Control - Area 'D' & 'E'	092	251,302	139,232	(112,070)	55%	Exp - services to be provided later In year	30,522	220,780	12%
Library - Grand Forks, Area 'C' & 'D'	140	406,123	405,123	(1,000)	100%		203,059	203,064	50%
Greenwood, Area 'E' Cemetery Service	145	44,434	20,435	(23,999)	46%	Rev - reserve trf later in year; Exp - funding provided when services are provided	17,900	26,534	40%
Boundary Integrated Watershed	170	140,835	140,836	1	100%	Exp - Employee to start in Jul 2019	4,750	136,085	3%
Boundary Transit	950	86,343	56,166	(30,177)	65%	Rev - Grand Forks contribution/Area D gas tax outstanding; Exp - transit late invoicing	20,056	66,287	23%
TOTAL BOUNDARY AREA		\$ 4,281,510	\$ 3,184,897	\$ (1,096,613)			\$ 1,357,516	\$ 2,923,994	
Sewerage Committee									
East End Regionalized Sewer Utility	700	2,300,567	1,988,414	(312,153)	86%	Rev - transfer from reserve \$283k later in year ; Exp - \$335k capital not completed	962,795	1,337,772	42%
East End Regionalized Sewer Utility - Trail	700-101	33,884	33,884	-	100%	Exp - consultant fee re transfer to City of Trail outstanding	0	33,884	0%
East End Regionalized Sewer Utility - Rossland	700-102	0	0	-	#DIV/0!	Service no longer active	0	-	#DIV/0!
East End Reg Sewer Utility - Rossland/Warfield	700-103	13,418	13,418	-	100%		6,233	7,185	46%
Oasis-Rivervale Sewer Utility	800	66,018	65,256	(762)	99%		35,437	30,581	54%
TOTAL SEWERAGE COMMITTEE		\$ 2,413,887	\$ 2,100,972	\$ (312,915)			\$ 1,004,465	\$ 1,409,422	



REGIONAL DISTRICT OF KOOTENAY BOUNDARY
FINANCIAL PLAN COMPARISON with ACTUALS
JUNE 2019 SECOND QUARTER RESULTS Listed by COMMITTEE

Kootenay Boundary

DESCRIPTION	Number	ANNUAL BUDGET	REVENUE			Comments	EXPENSE		
			ACTUAL	VARIANCE	% USE OF FINANCIAL PLAN		ACTUAL	VARIANCE	% USE OF FINANCIAL PLAN
Protective Services									
Emergency Preparedness	012	564,158	996,736	432,578	177%	Rev - includes \$100k est re fire/flooding services which is offset by same amount in exp - revenue related to Grand Forks flooding \$500k higher ; Exp includes grand forks flooding \$700k, reserve trf not yet done \$120k	971,605	(407,447)	172%
911 Emergency Communications	015	369,691	368,941	(750)	100%	Exp - Kelowna contract payable later in year	49,952	319,739	14%
TOTAL PROTECTIVE SERVICES COMMITTEE		\$ 933,849	\$ 1,365,677	\$ 431,828			\$ 1,021,557	\$ (87,708)	
Utilities Committee									
Street Lighting - Big White	101	32,374	32,374	-	100%	Exp - contribution to reserve \$11k later in year	7,066	25,308	22%
Street Lighting - Beaverdell	103	3,351	3,351	-	100%	Exp - contribution to reserve later in year	695	2,656	21%
Beaver Valley Water Supply	500	878,268	902,938	24,670	103%	Exp - Outstanding billing from Fruitvale; Capital projects \$193k, contribuion to reserve \$73k, contingencies \$14k outstanding	318,721	559,547	36%
Christina Lake Water Supply	550	431,322	364,963	(66,359)	85%	Rev - grant funding \$38k contingent on receiving grant for secondary treatment, \$14k trf from reserve also contingent on grant funding; Exp - timing re capital purchases \$65k re SCADA; secondary treatment \$52k contingent on grant funding, contribution to reserve \$40k later in year	150,696	280,626	35%
Columbia Gardens Water Supply Utility	600	69,520	35,462	(34,058)	51%	Rev - gas tax funding related to long term capital plan outstanding \$20K, transfer from reserve to be done later in the year \$12k; Exp - long term capital plan outstanding - \$29k	24,202	45,318	35%
Rivervale Water & Street Lighting Utility	650	208,114	123,691	(84,423)	59%	Rev - Warfield contract due August 1st - \$84k; Exp - reserve transfer \$30k to occur later in year	86,423	121,691	42%
TOTAL UTILITIES COMMITTEE		\$ 1,622,949	\$ 1,462,779	\$ (160,170)			\$ 587,803	\$ 1,035,146	
Electoral Area Services									
Electoral Area Administration	002	599,606	450,249	(149,357)	75%	Rev Gas Tax - entries made to match spending o/s; exp gas tax spending less than budget to date - dependant on projects approved in year	234,052	365,554	39%
Electoral Grant - in - Aid	003	330,799	330,798	(1)	100%	timing of grants	122,846	207,953	37%
Planning & Development	005	857,942	829,459	(28,483)	97%		384,186	473,756	45%
Parks & Trails - Electoral Area 'B'	014	325,701	325,250	(451)	100%		171,505	154,196	53%
Recreation - Christina Lake	023	77,898	73,911	(3,987)	95%	Exp program costs later in the year	28,017	49,881	36%
Recreation Facilities - Christina Lake	024	50,626	50,626	-	100%	Expenses throughout year	1,347	49,279	3%
Grand Forks Community Centre	025	0	0	-	#DIV/0!		0	-	#DIV/0!
Area 'C' Regional Parks & Trails	027	486,851	321,231	(165,620)	66%	Rev - gas tax funds \$100k outstanding for pickleball court expansion, transfer from reserve \$65k later in year; Exp reserve trf \$20k later in year; pickle ball court expansion \$100k not yet completed; grants to org \$48k in August after receipt of tax funds; park security \$20k usually paid late in year	126,206	360,645	26%
Beaverdell Community Club Service	028	19,950	19,950	-	100%	Grants disbursed in Aug on receipt of tax funds	0	19,950	0%



REGIONAL DISTRICT OF KOOTENAY BOUNDARY
FINANCIAL PLAN COMPARISON with ACTUALS
JUNE 2019 SECOND QUARTER RESULTS Listed by COMMITTEE

DESCRIPTION	Number	ANNUAL BUDGET	REVENUE			Comments	EXPENSE		
			ACTUAL	VARIANCE	% USE OF FINANCIAL PLAN		ACTUAL	VARIANCE	% USE OF FINANCIAL PLAN
Area 'D' Regional Parks & Trails	045	259,081	56,581	(202,500)	22%	Rev/Exp - \$190k strategic priorities grant re dam spillway construction to occur later in year	14,649	244,432	6%
Heritage Conservation - Area 'D'	047	10,146	10,146	-	100%		4,499	5,647	44%
Fire Protection - Christina Lake	051	629,681	574,481	(55,200)	91%	Rev - Transfer from Reserve \$56k later in year; Exp - contribution to reserve \$150k later in year	164,895	464,786	26%
Fire Protection - Beaverdell	053	74,463	74,463	-	100%	Exp - few expenses recorded	22,727	51,736	31%
Big White Fire - Specified Area	054	2,353,926	1,243,157	(1,110,769)	53%	Rev - borrowing for ladder truck outstanding \$1.1M; Exp - ladder truck purchase \$1.1m and contribution to reserve \$80k later in year	465,954	1,887,972	20%
Rural Greenwood Fire Service	056	23,434	23,434	-	100%	Exp - Contract payment to City of Greenwood timed for August on receipt of tax funds	714	22,720	3%
Fire Protection - Grand Forks Rural	057	1,405,684	517,684	(888,000)	37%	Rev - financing for building \$490k and transfer from reserve \$398k outstanding; Exp capital re Carson Fire Hall \$765k and Fire Engine Hall 2 \$175k not completed, reserve contribution \$130k later in year, contract fee to Grand Forks \$297k timed for August on receipt of tax funds	78,758	1,326,926	6%
Kettle Valley Fire Protection	058	189,585	437,908	248,323	231%	Rev - Borrowing done in 2019 rather than 2018 \$287k; Exp - contribution to Reserve \$48k and Contracted fire service to Midway \$90k later in year	283,933	(94,348)	150%
Area 'E' Regional Parks & Trails	065	81,234	81,234	-	100%	Exp - contribution to reserve \$50k later in year	25,514	55,720	31%
Animal Control - East End	070	95,327	93,939	(1,388)	99%		47,988	47,339	50%
Big White Security Services	074	204,857	204,753	(104)	100%	Exp late billing	63,265	141,592	31%
Big White Noise Control Service	075	1,434	1,434	-	100%		714	720	50%
Area 'C' Economic Development	077	148,434	148,780	346	100%	Exp - Grants disbursed on provision of services	714	147,720	0%
Area 'E' Economic Development	079	31,434	31,434	-	100%		25,314	6,120	81%
Mosquito Control - Chistina Lake	081	24,691	22,692	(1,999)	92%	Exp - Services provided in late spring/summer	9,110	15,581	37%
Weed Control - 'A' - Columbia Gardens	090	26,019	25,994	(25)	100%	Exp - outstanding invoices	9,963	16,056	38%
Weed Control - Christina Lake Milfoil	091	309,234	306,659	(2,575)	99%	Exp - Services provided in late spring/summer	91,351	217,883	30%
House Numbering - Areas 'A' & 'C'	120	6,000	6,000	-	100%		3,000	3,000	50%
House Numbering - Area 'D'	121	3,000	3,000	-	100%		1,500	1,500	50%
House Numbering - Area 'B'	122	3,000	3,004	4	100%		1,500	1,500	50%
House Numbering - Area 'E'	123	3,000	3,000	-	100%		1,500	1,500	50%
Library - Specified Area 'E'	141	3,500	3,500	-	100%		0	3,500	0%
Mill Road Sewer Collection Services	710	0	0	-	#DIV/0!	Inactive service	-1	1	#DIV/0!
TOTAL ELECTORAL AREA SERVICES		\$ 8,636,537	\$ 6,274,751	\$ (2,361,786)			\$ 2,385,720	\$ 6,250,817	
TOTAL BUDGET		\$ 42,254,740	\$ 31,843,504	\$ (10,411,236)			\$ 16,442,437	\$ 25,812,303	

% of Budget

75%

39%



May 30, 2019

Attn: James Chandler
General Manager of Operations
Regional District of Kootenay Boundary
202-843 Rossland Avenue
Trail, BC V1R 4S8

Re: 3 Year Expansion Initiatives

Dear James,

As your transit system has service initiatives requiring expansion funding, we have attached a Memorandum of Understanding (MOU) to formalize the process of securing provincial funding on your behalf. This MOU summarizes specific initiatives for the subsequent three operating years of 2020-2021 through to 2022-2023. These initiatives are derived from recommendations outlined in the most recent service plan(s) received by your council/board and validated in collaboration with local government staff.

Expansion initiatives are an important component to sustaining and growing a successful transit system. This investment in your transit system comes with several considerations. To support Board decision making, we have provided updated order-of-magnitude costing for each Conventional and Custom Transit initiative. These are based on either the estimated annual increase to revenue service hours or, where appropriate, the estimated increase to the Taxi Supplement budget for Custom Transit initiatives as written into the description.

There are a few key considerations when reviewing your initiatives. It is important to realize that where proposed expansion is dependent on other infrastructure investment, this dependency will be noted in the proposed expansion initiatives table. Similarly, if your expansion requires additional vehicles, this is also identified and is factored into your estimated total costs. Please keep in mind that should fleet be procured to support your initiative following agreement to the MOU and a determination is made that expansion is no longer desired by the local government, the lease fees related to the new vehicles will still be added to your operating budget for a minimum of a one-year period. Finally, in the event expansion requests exceed the available funding, it is important to note a prioritization process is used to determine which projects receive funding.

By communicating proposed expansion initiatives as far in advance as possible we are trying to achieve three important goals:

520 Gorge Road East PO Box 610 Victoria BC Canada V8W 2P3 • T: 250 385 2551 • F: 250 995 5639 • www.bctransit.com

1. Ensure 3 year expansion initiatives are aligned with the expectations of local governments.
2. Attain a commitment from local governments that allow BC Transit to proceed with the procurement and management of resources necessary to implement transit service expansions.
3. Provide local government partners with enhanced 3 year forecasts that identify longer term funding requirements.

Upon confirmation of your Board's commitment to the expansion initiatives, we will include your request in BC Transit's draft Service Plan to the Province to seek the matching funding required for operating and capital costs. If your proposed expansion requires additional vehicles in 2020-2021, a commitment from your Board is required by June 28, 2019 to ensure sufficient time for BC Transit to include your requirements in our procurement process.

Following confirmation of the provincial budget, I will confirm with you if sufficient funding was secured and initiate an implementation plan, including the development of more detailed costing based on routing and schedules. I look forward to working with you on the continued improvement of your transit service and encourage you to contact me if you have any questions regarding these proposed expansion initiatives.

Yours truly,



Chelsea Mossey

Manager, Government Relations
BC Transit

Expansion Memorandum of Understanding

Date	May 30, 2019
Expiry	August 31, 2019
System	West Kootenay (Kootenay Boundary)

Expansion Initiatives Agreement

The following outlines expansion initiatives identified for your transit system along with a high level annual costing based on the hourly rates of your system. Please confirm these initiatives are aligned with the expectations of your local government. Upon confirmation of your local government's intent to commit to the expansion and budget, we will proceed with the request to secure funding from the Province on your behalf.

PROPOSED CONVENTIONAL EXPANSION INITIATIVES						
AOA Period	In Service Date	Annual Hours	Vehicle Requirements	Estimated Annual Revenue	Estimated Annual Total Costs	Estimated Annual Net Municipal Share
2020/21						
		Description	No planned expansion			
2021/22	Jan-22	650	1	\$6,993	\$123,636	\$75,686
		Description	Placeholder for recommendations from Transit Future Service Plan			
2022/23	Jan-23	800	1	\$8,547	\$148,196	\$87,728
		Description	Placeholder for recommendations from Transit Future Service Plan			

Approval

On behalf of the Regional District of Kootenay Boundary, I am confirming to BC Transit to proceed with the request for funding to the province on our behalf for the 2020/21 Fiscal year, and that we are committed to budget accordingly for the 3 year expansion but will review and confirm on an annual basis as per the advice provided and with the knowledge a more detailed budget will follow as service details are confirmed.

Signature: _____ Date: _____

Name: _____ Position: _____

On behalf of BC Transit, prepared by

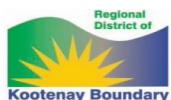


Signature:

Date: May 30, 2019

Name: Chelsea Mossey

Position: Manager, Government Relations

**STAFF REPORT**

Meeting Date: July 16, 2019

Date:	10 July 23019	File:	
To:	East End Services Committee		
From:	James Chandler, General Manager of Operations		
RE:	BC TRANSIT – FUNDING AGREEMENT FOR DESIGN OF TRAIL TRANSIT EXCHANGE		

Issue Introduction:

To seek approval from the East End Services Committee to enter in the Infrastructure Exploration Agreement with BC Transit for the design and feasibility study for the new bus exchange in downtown Trail.

Background:

The need for renewal and improvement of the downtown bus exchange in Trail has been on the agenda with BC Transit for many years. BC Transit has now established funding to support the review, planning and design of the exchange with a goal to develop a cost estimate and target construction in their 2020/21 fiscal year.

Implications:

BC Transit have proposed an “Infrastructure Exploration Agreement” for the Regional District to partner with BC Transit to complete the planning and design for a new bus exchange in downtown Trail. This agreement is included on the agenda of the July 16, 2019 meeting.

The project will be a jointly funded project between BC Transit, The RDKB and The City of Nelson. Under one contract managed by BC Transit, a design consultant will collaborate a new transit exchange design for both the RDKB, in Trail and for the City of Nelson.

The RDKB proposed share is based on a three way funding model, with each partner contributing \$20,000, for a total project estimate of \$60,000. Should the total funding not be required to complete this phase of work, remaining funds will be proportionally returned to the Regional District.

In addition to the financial commitment that is proposed to be funded from the transit service #900 reserves, local municipal staff will be required to coordinate with the consultant design team and BC Transit staff in the review, planning and design of the exchange. As this location is within The City of Trail, it will be essential that the City are involved and can support the project with appropriate resource. Staff suggest that the City of Trail be approached to formalize their commitment and resource support to the project.

In addition, it is recommended that our transit service provider, Trail Transit be involved in the project as they have the working knowledge of operational challenges and would provide benefits in the assessment of any new design and location that may be suggested for the new exchange. Staff will be making the request to BC Transit that Trail Transit are invited to be involved as part of the design review team with the project.

Schedule

BC Transit intend to procure consultant design services in the summer of 2019. Following, they will complete the design study to provide a final cost estimate to inform their budget planning for March 2020.

The schedule for construction is not yet determined. This may depend upon estimated costs and partnerships in funding being established in 2020 with possible grants available from the federal infrastructure program (ICIP),

Financial

The East End Transit service has a current reserve balance of \$505,528.07

Staff recommend that \$20,000 be re-allocated from the reserve to the 2019 budget to support the funding agreement and Regional District portion of the project.

Options:

1. Enter into the agreement with BC Transit and partner to complete the project as presented in this report.
2. Do not enter into the agreement with BC Transit and seek to complete the project independently to BC Transit's project plan
3. Do not provide funding from reserves at this time and plan to initiate the project with approved budget established for 2020.

Recommendation:

That the Regional District of Kootenay Boundary Board of Directors approve an amendment to the 2019 Five year financial plan with the allocation of \$20,000 from the East End Transit Service #900 reserves.

Further, that the Regional District of Kootenay Boundary Board of Directors authorize staff to enter into the Infrastructure Exploration Agreement, with BC Transit for the provision of the planning and design services for the Trail transit exchange project.

Further, that staff request that the City Trail provide confirmation in writing for the provision of appropriate resource to support the design and development of the transit exchange project, per the requirements as advised by BC Transit.

West Kootenay Transit Exchanges
Infrastructure Exploration Agreement

1. Preamble

- 1.1 This Infrastructure Exploration Agreement (IEA) is made _____, 2019 between BC Transit, the City of Nelson, and the Regional District of Kootenay Boundary (RDKB) collectively referred to as the 'Parties.'
- 1.2 The parties wish to proceed with a joint Study for construction of two transit exchanges: A Trail transit exchange and a Nelson transit exchange. This work may be used in a funding application under the Investing in Canada Infrastructure Program (ICIP).
- 1.3 This IEA sets out the principles of agreement for the scope of work, project management, funding and delivery of the preliminary planning work ('the Study')
- 1.4 Further to 1.2, this IEA and the Study are a precursor to a possible Project Term Sheet (PTS). The PTS is expected to support the process of BC Transit pursuing federal and provincial funding for the construction of the two transit exchanges.

2. Project Scope

- 2.1 The scope of the Study to be undertaken includes the following:
 - 2.1.1 Transit exchange concept options and recommendation of a preferred concept for each exchange location;
 - 2.1.2 Class D cost estimate for preferred exchange option in each location; and
 - 2.1.3 The design of transit exchanges should have a degree of consistency; however, the individual designs may also represent the unique character and or requirements of the respective local government.
- 2.2 If either party proposes that a change should be made to the Project Scope, as defined in section 2.1, then that party must request such a change in writing to the other parties with a full description of the proposed change, the reason for the requested change and the resulting costs, available options, impacts to the Project, and mitigation considerations.

3. Project Costs

- 3.1 The Parties will each provide 33.33 per cent (\$20,000) of the cost of the Study up to a maximum of \$60,000 dollars, see figure 1.

Figure 1 – Party Cost Share and Contribution

Party	Percentage	Contribution
BC Transit	33.33%	\$20,000
City of Nelson	33.33%	\$20,000
RDKB	33.33%	\$20,000
Total	100%	\$60,000

- 3.2 In the event the Parties contributions are insufficient to fund Study costs, the Parties may elect to reduce the scope of work or finding additional sources of funding.
- 3.3 The parties understand that ICIP funding is subject to provincial and federal approvals. ICIP funding is expected to be made available for projects that fall within the fiscal years of 2019/20 through to 2024/25.

4. Project Delivery

- 4.1 BC Transit will secure consulting services in accordance with best practices for public tendering and manage the delivering of the assignment.
- 4.2 BC Transit will coordinate with all Parties to ensure that the Parties' review and feedback is incorporated into the Study deliverables.
- 4.3 Upon completion of the Design Phase, the individual local governments may assume responsibility for managing the Implementation Phase of project deliverables that fall within their jurisdiction.
- 4.4 In conjunction with the availability of funding, the Study completion date should be no later than November 30, 2019.

Signature: _____

Date: _____

Name: _____

Position: _____

Signature: _____

Date: _____

Name: _____

Position: _____

Signature: _____

Date: _____

Name: _____

Position: _____



STAFF REPORT

Date: 16 Jul 2019
To: **Chair Russell and Board of Directors**
From: Mark Andison, Chief Administrative Officer
Re: Columbia Basin Trust - RDKB Director Nomination

File CBT Appointment

Issue Introduction

A staff report from Mark Andison, CAO regarding the Columbia Basin Trust's request for a nomination to its Board of Directors.

History/Background Factors

In 2017, the RDKB went through a process of selecting a candidate for appointment to the Columbia Basin Trust (CBT) Board of Directors, utilizing the RDKB's CBT Appointment Policy as its guide (attached). That process culminated with the appointment of Murray McConnachie to the CBT Board of Directors commencing January 1, 2018. The Board's role was to nominate a candidate, with the actual appointment being made by the Provincial government. The RDKB Board had recommended that Mr. McConnachie be appointed for a three-year term, until December 31, 2020. However, the Provincial government opted to make the appointments to the CBT Board for two-year terms. As a result, Mr. McConnachie's current term on the CBT Board expires on December 31, 2019, unless the RDKB Board recommends an extension and the Province, in turn, extends his appointment. The maximum period that a Board member may serve on the CBT Board is six years (with some flexibility for extraordinary circumstances).

Implications

With Mr. McConnachie's current appointment to the CBT Board expiring in December 2019, the CBT has requested that the RDKB confirm its nominee (attached). The Board may choose to recommend that Mr. McConnachie be appointed for another two-year term, as he has only served two years of the maximum six-year limit at

this point. Alternatively, the Board may choose to seek another nominee utilizing the RDKB's CBT Appointment Policy.

Considering the learning curve associated with providing effective representation on the CBT's Board of Directors and considering that Mr. McConnachie has served only two years of the maximum six years that may be served by a CBT Board member, staff recommend that the RDKB Board of Directors confirm Mr. McConnachie as the RDKB nominee to the CBT Board for a further two-year period, extending from January 1, 2020 to December 31, 2021.

Advancement of Strategic Planning Goals

Nomination of a candidate to the Columbia Basin Trust Board of Directors through the RDKB CBT Appointment Policy advances the Board's strategic objective to continue to focus on good management and governance.

Background Information Provided

1. Letter from Columbia Basin Trust seeking director nomination;
2. CBT Appointment Policy

Alternatives

1. Provide confirmation to the Columbia Basin Trust that Murray McConnachie is the Regional District of Kootenay Boundary nominee to its Board of Directors for a recommended term of two years extending from January 1, 2020 to December 31, 2021.
2. Utilize the RDKB CBT Appointment Policy to seek new candidates for the Regional District's nomination to the CBT Board of Directors for a two-year term, commencing January 1, 2020.

Recommendation(s)

That the Regional District of Kootenay Boundary provide confirmation to the Columbia Basin Trust that Murray McConnachie is the Regional District of Kootenay Boundary nominee to its Board of Directors for a recommended term of two years, from January 1, 2020 to December 31, 2021.



May 31, 2019

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

VIA EMAIL

Dear Chair Russell:

Re: Columbia Basin Trust (the "Trust") – Director Nomination

The term of Murray McConnachie, Regional District of Kootenay Boundary (RDKB) nominee to the Trust Board of Directors, expires on December 31, 2019.

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

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

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

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

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

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

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

Mr. McConnachie will not have exceeded the six-year maximum term when his term expires at the end of December; however, we acknowledge final authority for appointment and term length rests with the Provincial Crown Agencies and Board Resourcing Office.

We would appreciate you confirming the RDKB nominee as soon as possible by advising Johnny Strilaeff, President and Chief Executive Officer.

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

Yours truly,



Rick Jensen
Chair, Board of Directors
Columbia Basin Trust

RJ/jm

cc: Mark Andison, Chief Administrative Officer, Regional District of Kootenay Boundary
Johnny Strilaeff, President and Chief Executive Officer, Columbia Basin Trust

/encl. (1)

COLUMBIA BASIN TRUST BOARD POLICIES

TAB 3

Board Composition, Appointment, Skills and Attributes Policy

1 Composition and Appointment

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

2 Skills and Attributes

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

COLUMBIA BASIN TRUST
BOARD POLICIES

TAB 3 - Appendix 1

Board Member Attributes

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

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

Effective April 8, 2016

Page 2 of 3

COLUMBIA BASIN TRUST
BOARD POLICIES

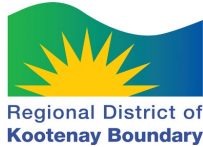
TAB 3 – Appendix 2

Board of Directors Competencies and Desired Diversity

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

Effective April 6, 2018

Page 3 of 3



POLICY TITLE: Columbia Basin Trust Board Appointment Policy

ORIGINAL APPROVAL DATE: September 24, 2009

REVIEWED BY P&P COMMITTEE: September 11, 2014, Jan 9, 2019, June 12/19

ADOPTED BY BOARD OF DIRECTORS: October 2, 2014, June 27, 2019

Policy: The Regional District of Kootenay Boundary (RDKB) has the authority to appoint a representative to the Columbia Basin Trust (CBT) Board to represent the interests of the Board.

Purpose: To establish a process for the appointment of a representative to the Columbia Basin Trust Board.

Procedure: The appointment of a representative to the CBT Board shall follow the following procedure:

- The RDKB shall advertise, on its website and in local publications, for applications for appointment to the Columbia Basin Trust.
- Successful applicants shall exhibit the following traits, qualifications or experiences:
 - Be a current resident of the east end (Areas A or B, Rossland, Warfield, Trail, Montrose or Fruitvale) for at least 5 years.
 - Have a proven background in policy development on governing boards, councils or societies.
 - Have a proven background in successfully and effectively reporting back to constituent groups.
 - Have knowledge and understanding of the Columbia Basin's cultural, social and economic communities.
 - Be prepared to dedicate considerable time to research and study of issues, consultation, meetings and the requisite travel.
 - Understand that much the Columbia Basin Trust's activities take place during the work week.
 - Have knowledge of budget principles and procedures.
 - Have the ability to understand financial statements.
- The RDKB Board of Directors, in its sole discretion, reserves the right to extend the term of the appointee for one additional term. The term of office shall be established by the Province of British Columbia from time to time.



STAFF REPORT

Date: 18 Jul 2019 **File**
To: **Chair Russell and Board of Directors**
From: Mark Andison, Chief Administrative Officer
Re: RDI for Local Government Rural Dividend Grant Funding Update

Issue Introduction

A staff report from Mark Andison, Chief Administrative Officer, providing information to update the Board on the status of the Rural Development Institute (RDI) for Local Government Program which has been funded through a combination of Rural Dividend Program grant funds and local government contributions.

History/Background Factors

The RDI for Local Government Program was initially proposed by the RDI to provide the three Kootenay and Boundary regional districts, plus the Town of Golden, with grant-leveraged economic development research support. The three regional districts each committed \$40,000 over a two year period, with the Town of Golden committing \$15,000. Additionally, the RDI partnered with RDCK, as the applicant, for a Rural Dividend Program application for \$500,000 grant to support economic development research throughout the Kootenay and Boundary regions. Earlier this year, the Rural Dividend Program confirmed that the funding had been approved.

Since then, the RDI Regional Steering Committee, which consists of appointed representatives from the participating local governments (including Director Worley as the RDCK appointee) has been working with RDI staff to plan the delivery of the program.

The program consists of a number of components, including:

- economic development training and local government administration training for local government representatives;

- economic recovery planning workshops for local government representatives to build resiliency following disasters;
- a local government internship program which would see interns housed within regional districts to work on economic development research projects;
- co-op student intern program to conduct economic development research and economic strategy development on behalf of the region.

There are three primary areas of focus for the research and strategic action development under the program:

1. business attraction;
2. land development; and
3. disaster resilience and recovery.

More specifically, under those focus areas, the following actions were proposed under the Rural Development Fund application:

Business Attraction:

- local government (including First Nations) point of contact to assist business/investors' navigation of the regulatory landscape, access to data, and referrals
- develop investment profiles
- develop sector profiles (technology, advanced manufacturing, forestry, mining & metals, and tourism) – build on exemplar models (e.g. RIC-supported supply chain analysis to support Lower Columbia cluster-focused attraction in partnership with LCIC)
- partner with Imagine Kootenay and economic development partners to widely disseminate project outputs

Land Development:

- conduct employment lands analysis and produce employment lands inventory
- produce site selection profiles
- link / update inventories and profiles to Imagine Kootenay and relevant Provincial websites (e.g. BritishColumbia.ca, BC Economic Atlas, SpaceList.ca)

Disaster resilience and Recovery:

- deliver awareness raising workshops similar to Fire Smart program
- deliver BCEDA Business Continuity Program 2-day intensive training sessions
- support businesses in creating off site back up data systems

Implications

Attached, for the Board's information, is the agenda package that was distributed for the last meeting of the Regional Steering Committee. This information is being provided to keep Board members apprised of the current status of the program as the Steering Committee works with RDI staff to implement the program delivery, and to provide an opportunity for Board discussion of the program.

Advancement of Strategic Planning Goals

Participation in the on the RDI for Local Government Program advances the Board's strategic objectives to:

- focus on partnerships that advance the interests in our region; and
- review our internal processes to any remove barriers to economic growth.

Background Information Provided

Rural Development Institute, Local Government Economic Development Research and Capacity Building Program Regional Steering Committee Meeting Agenda Package (July 2, 2019)

Alternatives

1. That the staff report from Mark Andison, CAO, providing information to update the Board on the status of the Rural Development Institute (RDI) for Local Government Program be received.
2. That the staff report from Mark Andison, CAO, providing information to update the Board on the status of the Rural Development Institute (RDI) for Local Government Program be received and, further, that the Board provide direction regarding any issues of concern included in the information package.

Recommendation(s)

That the staff report from Mark Andison, CAO, providing information to update the Board on the status of the Rural Development Institute (RDI) for Local Government Program be received.

LOCAL GOVERNMENT ECONOMIC DEVELOPMENT RESEARCH & CAPACITY BUILDING PROGRAM

REGIONAL STEERING COMMITTEE MEETING

MEETING AGENDA

Meeting Date: July 2, 2019

Meeting Time: 1-2 (PT)/ 2-3 (MT) **Meeting Location:** Applied Research & Innovation Centre or
<https://zoom.us/j/693900856>

Or iPhone one-tap : Canada: [+16475580588](tel:+16475580588), 693900856#

Or Telephone:

Dial(for higher quality, dial a number based on your current location): Canada: [+1 647 558 0588](tel:+16475580588)

Meeting ID: 693 900 856

Agenda:

1. Review of Agenda and May meeting minutes
2. Terms of Reference
 - i. **Discussion and Decision:** Any final changes to TOR? add Gerri Brightwell (provincial rep) as ex-officio member of committee?
3. Training and Capacity Building Program
 - a. Budget: \$200,000
 - b. Training: [LGMA MATI](#) 30 seats @ \$2500/seat; [U of Waterloo Economic Development Certificate](#) 30 seats @ \$2500/seat; Purdue University Strategic Doing 30 seats @ \$1675/seat
 - i. **Discussion and Decision** offer 2 rounds of training with 15 sponsored seats per training offering to allow for both year 1 and year 2 content? For example, *Spring 2020* – LGMA MATI Foundations (one week), U of Waterloo [Fundamentals](#) (one week), Strategic Doing (2.5 days). *Summer/Fall 2020* - LGMA – options include planning, communications, leadership, managing people (one week), U of Waterloo [Advancing Economic Opportunities](#) (one week) = Certificate in Economic Development, Strategic Doing (2.5 days). Selection of participants? (e.g. space for the 3 LG Interns, 6 local government reps, 6 economic development practitioner reps – first come first serve?, commitment to both round 1 and round 2 of training)
 - c. Economic Recovery Workshops and Planning (\$10,000 for awareness workshops – *new proposal* to partner with Community Futures and Simon Fraser University. Deliverables include Introduction to Economic Resilience webinars, planning workshops and resulting plans, student intern capacity building training.
 - i. **Discussion and Decision** Cost is \$6,700 per community. Find a way to include this in project budget? If so – where? How many planning areas e.g. 9 @ \$6,700 = \$60,300)? Which planning areas make the most sense? If proceeding, who else should we consult to determine which planning areas and consideration of alignment with current efforts? Other considerations?

4. Internship Program

- a. Budget and Deliverables: \$300,000
- b. Local Government Internships: proposal \$240,000 (\$60,000 x 4 – 15 month internships)
 - i. **Discussion and Decision** decrease to 3 LG internships housed at RDs and reallocate remaining \$60,000 to support Economic Resilience workshops and planning (pls see above)
 - ii. **Discussion and Decision** will interns be housed at the RD? will RDs provide space, computer and supervision? will RDs employ the interns? Selkirk to provide faculty advisors and peer learning support? Duration of 15 months? Eligibility – recent college or university graduates? Other considerations?
- c. Economic Development Internships \$60,000: (\$10,000 x 6 – 4 month co-op internships)
 - i. **Discussion and Decision** Leverage with MITACS funding (result is increase co-op student internships placements from 6 to 9 – includes additional funding for faculty advisor, travel, training)
 - ii. **Discussion and Decision** will interns be housed at ED offices with EDs providing space, computer and supervision? Selkirk to employ and provide faculty advisor and peer learning support? duration of 4 to 6 months? eligibility – current or recent college graduates able to register as a co-op student? Other considerations?

5. Research Program

- a. Budget: \$100,000
- b. Scoping research projects with each RD to agreed upon \$60,000 in direct research support / Golden \$15,000. Actual total \$195,000 in direct research support. 'Shortfall' to be drawn from student intern time and project coordination time (*new – allocation of RA and faculty advisor time included in project coordination expense*)
 - i. **Discussion and Decision:** Does the above approach make sense? Do RDs need support engaging the broader ED community to identify research priorities? If so, what does that support look like?

6. Marketing and Communications

- a. Rack card and webpage
- b. Launch / press release in the Fall

7. Performance Measures – what does success look like?

8. Final thoughts?

Package:

- 1. Agenda
- 2. Meeting Minutes May 2019
- 3. Steering Committee Terms of Reference
- 4. Deliverables, Work Plan, Performance Measures & Budget
- 5. Community Futures / SFU Economic Recovery proposal
- 6. Rack Card

LOCAL GOVERNMENT ECONOMIC DEVELOPMENT RESEARCH & CAPACITY BUILDING PROGRAM

REGIONAL STEERING COMMITTEE MEETING

MEETING AGENDA

Meeting Date: May 7, 2019

Meeting Time: 1-2 (PT)/ 2-3 (MT) **Meeting Location:** Applied Research & Innovation Centre or <https://zoom.us/j/656810590>

ARIC Attendees: Linda Worley (RDKB – committee member), Andy Davidoff (RDCK – committee member), Dr. Terri MacDonald (Selkirk Director – ex-officio), Dr. Adela Kincaid (Selkirk Research Lead – ARIC team), Amy Craft (Selkirk Student Intern – ARIC team)

Zoom Attendees: Don McCormick (RDEK – committee member), Dr. Gaby Zzulka (College of the Rockies – ex-officio), Stuart Horn (RDCK – CAO), Mark Andison (RDKB– CAO), Andrew McLeod (RDEK – acting CAO), Amy Watson (RDCK Board Chair)

Regrets: Jon Wilsgard (Town of Golden – CAO), Shawn Tomlin (RDEK – CAO)

Agenda and Minutes:

1. RDF Deliverables
 - a. Internship programs
 - i. student research internship positions
 - ii. [Local Government internship](#) positions – start date, length, confirm location at RDs and Town of Golden, confirm employer (college or LG), other?

Discussion

- TM: ARIC will manage the student research internship program (6 students) with the first student in place (Amy). ARIC is working with College of the Rockies to explore placement of student research interns in the East Kootenays.
- TM: The local government internship model was based on Northern Development Trust Model – this project scoped a 15-month internship program (Northern Development Trust is a 12-month model). 3 positions with regional districts, 4th with Golden? Each intern assigned one of 3 Rural Development Fund (RDF) focus areas to lead: business attraction, economic land development and disaster recovery. RDF to pay for interns who will support regional district priorities and efforts that can scale up to the regional level. Possible start date- January 2020. Note that this project could serve as a pilot for a Local Government Internship program that could continue after project completion in March 2021.
- AW: also voices the need to evaluate each RD's capacity for an intern.
- MA: EDO function is conducted by 2 contractors, Terri Van Horn (Lower Columbia Initiatives Corporation) and Jennifer Wetmore (Community Futures Boundary) who has expressed an interest and ability to host the interns of behalf of RDKB.
- All: The lead time (internship start Jan 2020) is a realistic timeline that will allow Regional Districts to assess their ability to hire and host a student, or if an economic development partners would host, or if Selkirk College would hire and host. The preference is to house the interns at the Regional District offices but related decision making will be driven by capacity limitations.

Selkirk's ARIC is able to provide support if/as needed beyond supporting research projects and facilitating peer learning across interns. Related postings could go out in the Fall 2019.

- **ACTION:** Regional Districts will review their capacity to host LG interns and will report back to the steering committee at the next meeting

- b. Training – timing, participant selection, funding model (e.g. free for 30 learners for each week long training session and/or offer more seats under a subsidized funding model)

Discussion

- TM: training agenda includes 30 seats for the week long economic development year one Fundamentals delivered by the [University of Waterloo](#), 30 seats for the week long [LGMA Foundations](#) course, and 30 seats for 2.5 day [Strategic Doing Training](#). The U Waterloo Certificate in Economic Development requires year one and year 2 (both week long courses). This project could look to deliver both (e.g. sponsor 15 seats for year one course, sponsor 15 seats for year two course).
- All: We should prioritize training for interns and for EDOs in the region who do not have certification.
- **ACTION:** Terri to prepare a proposal for the training program for review by the steering committee.

c. Strategic actions:

- i. Business attraction collateral (investment and sectoral profiles)
- ii. Provision of first points of contact and direct support for investors
- iii. Employment lands analysis and site selection profiles
- iv. Economic recovery awareness raising workshop (opportunity to partner with CF)
- v. Identification, standardization and opening up of local government data sets

Discussion

- TM: Student interns and LG interns can be utilized to develop tools for building investment / sectoral profiles, employment lands analysis, disaster resilience planning, opening of local government data sets

2. Research agendas – next steps, timing, approach, deliverables include readiness assessments for each theme

Discussion

- AD: We need to clarify if the Regional Districts will still get to direct their research program.
- TM: Confirmed RDs will direct their research programs. As long as we meet the terms of the RDF grant, the Steering Committee will guide the implementation of our work together.
- TM: Status of priority research projects include: RDCK rural fire insurance project is scoped and ready for related Collaborative Research Agreement; RDEK initial scoping related to investment attraction and employment lands – Terri working on an updated draft scope of work for Don's review; RDKB – Linda is working with her board and ED partners (Terry and Jennifer) to identify priority research needs and will then work with RDI to scope those projects; Town of Golden has prioritized climate adaptation which ties to another recently launched FCM funded RDI program – related Collaborative Research Agreement will be drafted for review and signature.
- TM: It is important to note the RDF deliverables
- **ACTION:** Continue to scope and begin to implement priority projects.

3. Terms of Reference

- a. Adding economic development practitioners (EDPs) or EDPs participate at sub-regional level
- b. Adding our provincial rep as ex-officio
- c. Other partners e.g. Ktunaxa expressed interest

4. Work Plan and related Collaborative Research Agreements

5. Next Steps

Package:

- 1. Agenda
- 2. RDCK Grant Letter
- 3. Steering Committee Terms of Reference (old)
- 4. Steering Committee Terms of Reference (new draft)
- 5. Schedule A Work Plan



Terms of Reference: RDI for Local Government Regional Steering Committee

Project background, objectives and purpose

The Local Government Research and Capacity Building Program provides local government and economic development partners with research and capacity building support. The focus of the program is to advance economic development decision making and related strategic actions in the Columbia Basin-Boundary region.

In return for each local government's cash contribution to the program, they receive access to:

- A direct support fund valued at their cash contribution, to be allocated to research priorities defined by the specific local government within the parameters of the program focus areas:
 - o Business attraction
 - o Land development
 - o Disaster response and economic recovery
- Investment, sector and site selection profiles to support business attraction efforts
- Student research interns and local government interns
- Workshops and training

Role of the Regional Steering Committee

The Regional Steering Committee will guide the implementation of the Rural Dividend-funded Economic Development Research and Capacity Building project.

Membership

The committee will include one representative from each participating local government. As of June 2018, those representatives are:

- Regional District of Kootenay Boundary: Linda Worley (Director, Electoral Area B)
- Regional District of Central Kootenay: Andy Davidoff (Director, Electoral Area I)
- Regional District of East Kootenay: Don McCormick (Mayor, City of Kimberley)
- Town of Golden: Jon Wilsgard (Chief Administrative Officer, Town of Golden)

Members are appointed by the participating local government and can be replaced at any time.

Selkirk College and College of the Rockies will also appoint representatives to serve as ex-officio, non-voting members of the committee. As of June 2018, those representatives are:

- Selkirk College: Dr. Terri MacDonald (Regional Innovation Chair in Rural Economic Development)
- College of the Rockies: Dr. Gaby Zzulka (Chair of Academic Innovation & Applied Research)
- Province of BC: Gerri Brightwell (Regional Economic Development Manager)

Meetings

The committee will meet on an as-needed basis with an option to attend either in person or via e-conferencing software.

LOCAL GOVERNMENT ECONOMIC DEVELOPMENT RESEARCH & CAPACITY BUILDING PROGRAM

RDF GRANT DELIVERABLES, WORK PLAN, PERFORMANCE MEASURES & BUDGET

RDF Deliverables

Project Component	Deliverables
Internship Programs	Hire Local Government interns and college co-op students to support research, strategic planning and implementation of strategic actions specific to the focus areas of business attraction, land development, and disaster response and economic recovery
Training	Provide targeted training for local government staff, elected officials, economic development practitioners, and interns in the areas of local government administration economic development and strategic doing
Strategic Actions	Advance strategic actions which includes: <ul style="list-style-type: none"> • production of business attraction related collateral (includes investment and sectoral profiles) • provision of first points of contact and direct support for expanding businesses/investors • employment lands analysis and related site selection profiles • economic recovery awareness raising workshops • support for the identification, standardization and opening up of local government data sets
Readiness Assessment	Conduct a readiness assessment and prioritize actions for each of the focus areas: business attraction, land development, and disaster resilience and economic recovery

Work Plan – Activities, Timeline and Responsibilities

Program Component	Activities	Estimated Timeline	Responsible Party
Direction, oversight and administration	Regional steering committee meetings to guide the RDF funded project	April 2019 – March 2021	SC (Lead) Steering Committee Representatives (Participate)
	Project coordination is in place	May 2019	SC (Lead)
Internship Program	Hire and supervise undergraduate co-op students	April to Aug 2019; Sept to Dec 2019; Jan to April 2020; May to Aug 2020; Sept to Dec 2020	SC or College of the Rockies (Lead) Local Government Representatives (Participate as required)
	Hire and supervise local government interns	Jan 2020 - March 2021	Local Government Representatives (Co-Lead) SC (Co-Lead)
Workshops & Training	Deliver economic recovery awareness training workshops and plan development	Sept 2019 – June 2020	CFCK and SFU (Co-Lead) SC, College of the Rockies, LG and ED Interns (Support)
	Deliver local government administration, economic development and strategic doing training	Spring; Summer /Fall 2020	SC and College of the Rockies (Co-Lead)
Research	Sub-regional meetings to scope, undertake and monitor research projects using allocated direct support funds	Fall 2019 / Winter 2020	SC (Lead) Sub-regional Steering Committee Representatives and EDPs (Participate and Monitor)
	Conduct readiness assessments and prioritize actions for each of the focus areas: business attraction, land development, and disaster resilience and economic recovery	Jan 2020 – June 2020	SC (Lead) Steering Committee Representatives (Participate)
Strategic Actions	Produce business attraction related collateral	September 2019 – Dec 2020	SC (Lead), Interns and RAs (Support) Steering Committee Representatives (Participate)
	Provide First Points of Contact and direct support to investors	January 2020 – March 2021	SC (Lead), Interns and RAs (Support) Steering Committee Representatives (Participate)
	Identify, standardize and open local government data sets	January 2020 – March 2021	SC (Lead), Interns and RAs (Support) Steering Committee Representatives (Participate)
Monitoring & Reporting	Develop and implement monitoring & evaluation plan	Quarterly reporting	SC (Lead) Steering Committee Representatives (Review)
	Prepare RDF funder reports as required	May / November each year	SC (Lead)

Performance Measures

Anticipated Outcomes

Outcome 1: Enhanced workforce skills in areas specific to the economic development role of local governments

Outcome 2: Enhanced availability of data and research to make evidence-based economic development decisions

Outcome 3: Advanced sub-regional and regional strategies to address the project's priority economic development themes: business attraction, land development, disaster resilience and economic recovery.

Outcome 4: Enhanced capacity for regional business attraction, land development and disaster resilience and economic recovery

Outcome 5: Stronger regional alliances and inter-agency relationships related to economic development

Key Performance Indicators

Outcome 1: Number of training programs offered (target = minimum 3); number of attendees at training programs (target = 90); number of participants reporting increased skill development (target = 100%).

Outcome 2: Number of local datasets made 'open' to decision-makers, economic development partners and/or businesses/investors (target = 10)

Outcome 3: Number of sub-regional and regional strategies developed (target = 6); number of initiatives undertaken based on new strategies (target = 4 within the program period)

Outcome 4: Number of investment profiles generated (target = 25); number of regional sectoral profiles generated (target = 5); number of downloads of new profile documents (target = 1000 within the program period); number of businesses/investors receiving direct support (e.g. regulations, site selection info, development approval, referrals (target = 75)

Outcome 5: Number of multi-jurisdictional economic development initiatives undertaken (target = 4); Number of local governments actively engaged in the program (target = 20); Number of economic development partners reporting enhanced regional relationships and/or improved economic development capacity (target = 100%)

Budget

Expense	Budget	Proposed Revisions	Notes
Student Internships Subtotal	\$300,000	\$252,000	
Local Government Internships @ \$60,000/internship	\$240,000	\$180,000	
Economic Development Internships @ \$10,000/internship	\$60,000	\$72,000	matching funding for 2 research 'clusters' of 6 students each = 12 students
Training & Capacity Building Subtotal	\$210,000	\$285,000	
LGMA MATI training	\$75,000	\$75,000	
U Waterloo ED training	\$75,000	\$75,000	
Purdue Strategic Doing training	\$50,000	\$75,000	
Economic Resilience workshops and planning @ \$6,700/planning area	\$10,000	\$60,000	
Research Subtotal	\$120,000	\$120,000	
Research, Strategy Development, Strategic Action - includes assessment for each of the 3 themes	\$100,000	\$100,000	RDs are scoping \$60,000 each and Golden is scoping at \$15,000 for a total of \$195,000 - LG interns and ED interns will undertake this work with support from research assistants and under faculty supervision
Investment Attraction Collateral (investment and sector profiles, site selection profiles)	\$20,000	\$20,000	
Operating and Overhead Expenses Subtotal	\$120,000	\$93,000	
Project Coordination (new- additional research assistant, faculty advisor support)	\$100,000	\$75,000	Includes project coordination and research wages for faculty and research assistants
Laptops (new - travel)	\$10,000	\$8,000	include travel in this budget line item
Monitoring and Evaluation	\$10,000	\$10,000	
Total	\$750,000	\$750,000	



PROPOSAL

TO: Dr. Terri MacDonald, Selkirk College
 FROM: Andrea Wilkey
 DATE: June 28, 2019
 SUBJECT: Community Economic Resilience Planning Proposal

Background:

1. Community Futures Central Kootenay (CFCK) is seeking to support Kootenay Boundary communities to develop Community Economic Recovery Plans.
2. Selkirk College's *Building Local Government Capacity for Rural Economic Development* project seeks to support local government with Disaster Resilience and Recovery.
3. CFCK is proposing that it can partner with Selkirk College to fulfil these deliverables as outlined below.

Proposal:

4. CFCK will engage a consultant (Jeremy Stone, Director of CED & SFU) to deliver the following:
 - a) 2 Introduction to Economic Resilience Workshops by Webinar (1 in the fall and 1 in the spring)
 - b) 14 Community Economic Resilience Planning Working Sessions – 8 in West Kootenay (Fall 2019), 6 in East Kootenay (Spring 2020)
 - o Communities are: RDCK: (6) Nelson & Area, Castlegar, Creston Valley, Nakusp, Kaslo, Slocan Valley, RDKB: (3) Greater Trail, Grand Forks & Greenwood, RDEK: (5) RDEK: Elk Valley, Cranbrook & Area, Kimberley & Area, Columbia Valley (Invermere, Radium Hot Springs, Canal Flats, Fairmont Hot Springs) & Golden & Area
 - c) Development of 2 Community Economic Resilience Plans - 1 West Kootenay and 1 East Kootenay community
 - d) Student Intern Capacity Building Training:
 - Integrated Plan Analysis Review Training
 - Asset Based Mapping Training
 - Community Plan Development Training
 - Workshop Facilitation Training
 - e) Act as a resource to students in developing integrated plan analysis, asset-based mapping intel & community plans

5. To build capacity in local students, the following student intern responsibilities have been identified:
- a) Conduct Integrated Plan Analysis for Communities, identify gaps and bring to workshop – with oversight from Jeremy
 - b) Develop and implement asset-based mapping survey to send to workshop participants in advance of the session summarize results and bring to session – with oversight from Jeremy
 - c) Draft 10 Community Plans – with oversight from Jeremy
 - d) Attend community workshops and provide facilitation support
 - e) Enter data into Emergency Planning Tool
6. CFCK responsibilities will include:
- a) Contract and manage consultant;
 - b) Coordinate workshop logistics;
 - c) Promotion of workshops;
 - d) Stakeholder engagement and recruitment; and
 - e) Reporting.

Budget:

Consultant	\$ 67,500
Travel Costs	\$ 10,500
GST	\$3,900
Room Rental/Catering	\$ 3,000
Administration	\$ 8,500
TOTAL	\$ 93,400

Note: Cost per community economic resilience plan = \$6,700 approximately

Next Steps:

7. CFCK is seeking to enter into an agreement with Selkirk College to coordinate Community Economic Resilience Workshops for Kootenay Boundary Communities and to secure funding to do so.

Attachment: Community Economic Resilience Program Proposal



Community Economic Resilience Program Proposal: Community Futures Central Kootenay

Program Background

Since 1989 Simon Fraser University has been one of the leading educational institutions in North America in Community Economic Development (CED). In addition to its certificate and entrepreneurship programs, SFU CED operates a program in Community Economic Resilience that provides engagement services, planning tools, and case research to support communities in preparing for, and recovering from, economic disruption.

Offerings through the Community Economic Resilience Program

We offer various types of planning, facilitation, and research services. All of these are customizable to local needs.

- **Community Economic Resilience Asset Mapping:** Working with communities to identify key economic and livelihood assets, including businesses, non-profits, infrastructure, and social capital assets that are critical to resident livelihoods.
- **Community Economic Resilience Planning Workshops:** Deep dive sessions that support communities in developing economic resilience plans.
- **Business Continuity Planning:** Training sessions and planning tools for businesses to develop plans in case of disruption of critical business functions.
- **Resilience Analyses of Existing Plans:** Analyzing economic development, emergency management, and related plans for economic resilience and identifying areas where data, practices, and strategies can be integrated.
- **Community Engagement and Research:** Convening key stakeholders and the general public for roundtables, information sessions, events, and other engagement activities to explain and promote economic resilience. We also perform research, surveys, and stakeholder interviews to provide data to decision-makers for planning purposes.
- **Rapid Response Deployments:** We provide rapid response teams of practitioners to engage in immediate post-disaster support with local jurisdictions and business leaders for economic stabilization and recovery planning. We can deploy to impacted sites in 24-48 hours' notice, or can provide virtual support from offsite to fill capacity or knowledge gaps.

Planning Approach for CFCK and Partners

CFCK and partners have stated a goal that a majority of Kootenay communities should have economic resilience plans in place by Summer of 2020. To meet this goal, Community Economic Resilience Planning Workshops are proposed for the following communities during the relevant times:

West Kootenay (Fall 2019)

- Nelson & Area
- Castlegar
- Creston Valley
- Nakusp
- Kaslo
- Slocan Valley

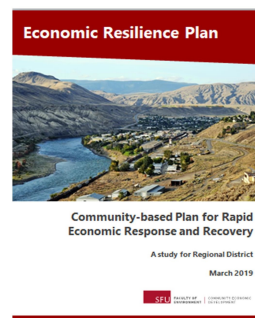
East Kootenay/Boundary (Spring 2020)

- Greater Trail
- Elk Valley
- Cranbrook & Area
- Kimberley & Area
- Columbia Valley (Invermere, Radium Hot Springs, Canal Flats, Fairmont Hot Springs)
- Golden & Area
- Greenwood
- Grand Forks

Planning workshops are designed to engage key stakeholders in developing tangible strategies and plans for building economic resilience. Community residents and key stakeholders are chosen by the community partner, and may be drawn from regularly meeting planning groups.

Planning workshops are generally one to two days, depending on the level of community education needed and the selection of activities. Besides the lead facilitator, table-top facilitators are recommended to support planning activities.

Following the workshops, plans are written following a common outline with direction and input by community stakeholders. The drafting of plans is supported by staff or students from various partner educational institutions like SFU, Selkirk College, and College of the Rockies (who may take a lead or advisory role in the writing process). Economic resilience plans have both protocols for immediate response and recovery activities after disaster, but also mitigation and preparation activities to guide long-term iterative development of the plan as well as its implementation.



In the long-term, a lead stakeholder should be chosen in the community to “own” the plan and ensure that community-based partners continue to maintain their commitments under the plan guidelines, as well as convening partners on a periodic basis to update, exercise, or otherwise review the plan. These should be living documents within the community.

It is also recommended that through the planning process and thereafter, regional working groups should be held to ensure harmonization between plans and to improve collaborative opportunities for mutual aid.

Planning Services and Partner Roles

The proposed work will be divided into roughly three streams: Pre-Planning, Community Engagement, and Plan Development. Each stream is detailed below. Partner institution refers to either Selkirk College or College of the Rockies. Community organizing and administrative logistics for any of the training or engagement sessions are not included, and are assumed to be the responsibility of CFCK and their partners.

Pre-Planning Services	SFU CED	Partner Institutions
<ul style="list-style-type: none"> Economic resilience webinars for participating communities – one in fall 2019, one in spring 2020. 	Leads webinar. Provides offline content to participants for review.	N/A
<ul style="list-style-type: none"> Training workshop for student interns. Two-days at central location. Workshop topics include: <ul style="list-style-type: none"> Integrated Plan Analysis Review Training Asset Based Mapping Training Community Plan Development Training Workshop Facilitation Training 	Prepares for and leads training. Provides offline content to participants for review. Provides templates and materials for all community engagement work.	Provide 8-12 students to be trained.

Community Engagement Services	SFU CED	Partner Institution
<ul style="list-style-type: none"> Integrated plan analyses for each community 	Review and approval of student work	Students lead the analyses and produce the reports.
<ul style="list-style-type: none"> Asset-based mapping survey for each community 	Review and approval of student work	Students lead the surveys and produce the reports.
<ul style="list-style-type: none"> Twelve (12) Community engagement sessions: One day planning sessions with community stakeholders. Each session includes: 	Prepares for and leads sessions	Provide up to 4 students per session.

<ul style="list-style-type: none"> – Mock-mitigation planning exercise – Review of planning template – Presentation of results from plan analysis and mapping – Vulnerability and gap analysis by functional area – Economic recovery action plans by functional area – Mitigation and preparedness action plans 		Facilitate table-top exercises and take notes.
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Plan Development Services	SFU CED	Partner Institution
<ul style="list-style-type: none"> • Develop two (2) economic resilience plans for one West Kootenay and one East Kootenay community 	Write plans and submit to communities.	Review plans for future development
<ul style="list-style-type: none"> • Develop remaining ten (10) plans for other communities. 	Review and approval of student work	Write plans and submit to communities.

Proposed Costs

The following are costs for all services proposed by SFU CED. All figures CAD.

Services	Units	Unit Cost	Projected Unit Travel Cost	Sub-Total
Economic resilience webinars	2	\$250	-	\$500
Training workshop for student interns.	1	\$2,000	\$700	\$2,700
Plan analyses oversight	14	\$500	-	\$7,000
Asset mapping oversight	14	\$500	-	\$7,000
Engagement sessions	14	\$2,500	\$700	\$44,800
Plan development	2	\$5,000	-	\$10,000
Plan oversight	12	\$500	-	\$6,000
Total				\$78,000

Our Lead Practitioner



Jeremy Stone is director of SFU's Community Economic Development programs, and has more than 17 years of CED experience and over a decade of experience in economic recoveries following disasters. He has worked on various disaster recoveries including Hurricane Katrina, 9/11, the BP Oil Spill, Hurricane Harvey, the Marathassa Oil Spill, and the 2013 Colorado Floods. Jeremy has worked with numerous governments and organizations on issues of economic resilience and social justice, and teaches a variety of courses on social justice, sustainable development, and disaster resilience at SFU, UBC, and Tulane University.

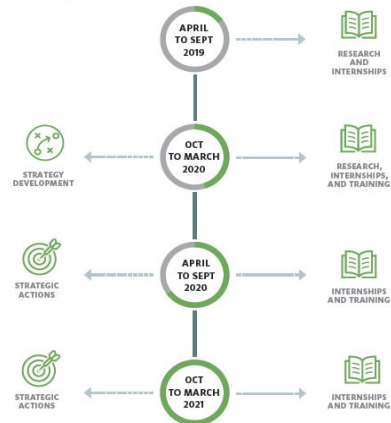
For more information contact:

Jeremy Stone
Director, Community Economic Development Programs
Faculty of Environment - Simon Fraser University

Email: jtstone@sfu.ca
Phone: 604.628.1837
Web: <https://www.sfu.ca/ced.html>



TIMELINE



OUR FUNDERS

We gratefully acknowledge the financial support of the Province of British Columbia



SUPPORTED BY

Community Futures Boundary, Community Futures Central Kootenay, Community Futures East Kootenay, Lower Columbia Initiatives Corporation, and Columbia Valley Economic Development Office.



Rural Dividend – Sections in Word Format

We're still working on the wording**Direct benefits (max 350 words)**

Positive changes for the Boundary area of the RDKB:

- *needed infrastructure will facilitate the growth of the meat industry
- *new value-added meat products will be developed
- *public investment will lever private investment
- *better market placement of Boundary meat products through Branding and Marketing
- *new skilled jobs created

In 2-3 sentences, please describe your proposed project (max 350 words)

This project will construct a Meat Processing Facility including coolers, freezers, cut and wrap & value-adding facilities as the key infrastructure needed to sustain the Boundary Meat Industry. Business and market planning for value-added products and a Boundary Meat brand will be developed. A Grass-fed certification program will be developed.

Describe your project. Your description should include: (max 2,500 words)

- **What directions you are taking**
- **Why (the rationale for the proposed project) and**
- **What you hope to accomplish (the anticipated outcomes)**

ACTIONS TO BE TAKEN

- * construct a meat processing facility
- *create business plans for value-added products
- *work with Thompson Rivers University Cattle Sustainability program to develop a grass-fed certification to improve market placement
- *create a Branding and Marketing strategy with the support of Kwantlen Polytechnic University

RATIONALE FOR THE PROJECT

- We have a provincially inspected Class B abattoir in the area (Magnum Meats)
- It's the only one in the south of BC between Chilliwack and Creston
- There is a major bottleneck in the meat processing industry due to insufficient cut & wrap, cooler and freezer capacity
- Magnum's current lease from a private owner is insecure
- Magnum can't fund land purchase and new building construction in addition to the abattoir
- Magnum has a solid customer base

Rural Dividend – Sections in Word Format

- This situation has been well documented in a 2017 feasibility study, funded by Rural Dividend Project Development stream
- The need has been identified in the 2018 Boundary Area Food and Agriculture Plan (funded by RDKB and Interior Health)
- Magnum can expand producer access to services with larger facilities
- Our plan resolves the issue of ownership so that public funding remains in community control
- The Boundary and the West Boundary, in particular, have high rates of poverty, large geography, low population, a large percentage of Indigenous population, and lack of services and infrastructure. This project will be a major economic driver for the entire Boundary.

ANTICIPATED OUTCOMES

- * increased meat production throughout the Boundary
- * year-round production
- * new value-added products developed
- * new cooperative marketing plan for field to table meat cuts planned
- * increased training and jobs in meat processing, marketing, administration and ranching
- * stabilized farming incomes
- * increased capacity for smaller-scale producers to benefit
- * Boundary Brand for meat and value-added meat products
- * Marketing strategy and Business plan for a new Marketing service
- * Economic Impact plan documenting the importance of processing infrastructure
- * Environmental benefits due to reduced cattle transport
- * Development of a new third party certification program for Grass-Fed production

Describe how your proposed project will support economic diversification resulting in a more resilient community (max 2000 characters)

1. Recent reports commissioned through the RDKB have documented that the meat industry in the Boundary has been hampered due to limited meat processing infrastructure. These reports have also documented that market demand could be met through the development of adequate facilities.
2. The only Provincially licensed abattoir in the region is in Rock Creek in the West Boundary of the RDKB. The Co-op's land, where the meat processing facility is planned, is nearby. This area is in serious need of economic development; therefore, this project is important to the Co-op's plan to revitalize the area's economy.
3. Our recent Boundary Food and Agriculture plan called for this development as a priority. As well as diversifying the economy in the West Boundary and contributing to increased community resilience and workforce development there, this development will benefit ranchers and farmers throughout the region.

Rural Dividend – Sections in Word Format

4. This facility will allow for expanded capacity for year-round production.
5. The Co-op's relationship with the Kootenay & Boundary Farm Advisors and Thompson Rivers University Sustainable Cattle Production faculty will provide support to farmers to learn how to increase the value of their products by considering engaging as grass-fed producers. Those animals produce less methane and a more healthful product. Ranchers and the university personnel will work together to create Canada's first Grass Fed Certification program.
6. Creating a Boundary Brand with the assistance of Kwantlen Polytechnic University will encourage ranchers to develop farm to plate products for Hotel, Restaurant and Institutional markets.
7. Community resilience will be increased with the injection of new public and private investment, leading to new jobs and new opportunities. A major new business that provides the broad-based benefit will create hope for the future of the Boundary farming community and encourage the development of other support services as the meat industry grows to meet demand. (1933 chars)

Describe how your project will support indigenous communities to develop and lead both traditional and emerging economic opportunities: (max 2,000 characters)

The Boundary area was a traditional indigenous hunting and fishing area for millennia, although there are no reserves in our region. However, there is a substantial indigenous population in the Boundary. An indicator is that the Boundary Central Secondary School that serves the West Boundary noted that 37% of the student population self-report as having an Indigenous heritage and 43% of this year's high school graduation class self-reported as having indigenous backgrounds. Boundary-wide, the Indigenous sector is 27% of the total school population. The Boundary All Nations Aboriginal Council (BANAC) was formed to facilitate indigenous cultural life in our area. Members of BANAC are involved in food security organizations. They have been involved in the CO-OP's planning, and ideas for commercializing traditional foods are being discussed. CO-OP is particularly interested in working with indigenous youth in partnership with BANAC with input from the Boundary Indigenous Education Advisory Council. There are opportunities for training and food sector social enterprise development with indigenous youth. (1123 chars)

Describe how your proposed project will 1) strengthen the capacity of the communities involved and 2) use the additional capacity to benefit the local economy (max 2,000 characters)

This project takes advantage of the strongest under-developed agricultural asset in the Boundary. There are many ranches producing commercially viable quantities of cattle in the Boundary. The proposed built infrastructure and planning services will engage farming and food security organizations in the many small and remote communities, thus strengthening their organizational capacity as well as creating a broad community partnership.

Those involved will have the advantage of learning together about new methods of meat production, marketing, investment and social enterprise development. Workshops on these topics will build planning and business capacity and encourage new business development.

New ideas will be explored and if feasible, developed as new businesses. One idea under consideration is to use bones, which are now waste products, to create bone broth (a product in high demand). Introduction of these new ideas for adding value to meat products will encourage vegetable farmers to

Rural Dividend – Sections in Word Format

participate. Traditional products now produced in very small quantities (such as traditional soups such as 'Grandma's Borscht' can be considered for commercial development using the bone broth infrastructure.

This project will strengthen planning capacity, business development, marketing and social enterprise capacity. It will build a more integrated community since people from many quarters will be called upon to participate. Local artists can develop promotional materials, social agencies can develop enterprises, and restaurant owners can offer local products with pride.

Using the Collective Impact model, the Co-op intends to use this project as the flagship for developments in other sectors, to lift people from poverty and to create strong organizations and effective businesses thereby benefiting the local economy and local community development while creating Boundary wide relationships. (1921 chars)

Describe how your proposed project will investigate and pursue economic opportunities that support a cleaner future (max 2,000 characters)

This project will reduce road travel for ranchers and for the transport of cattle by developing a branded product line that will be produced close to the slaughter facility. By creating a Boundary Meat Brand and testing the market in nearby high population centres in nearby large markets (Osoyoos, Penticton, Kelowna, and Big White), demand can be documented. Initial informal discussion with chefs and distributors provided a very positive response. Ranchers will see that they will benefit by fully processing their animals in Rock Creek. Currently, most of the animals are sold by auction to Alberta feedlots. Building a BC market for a product that can be processed locally can shift this pattern and reduce greenhouse gas production and costs to the ranchers. By re-localizing the meat processing service, and building a regional market for the field to plate products, many miles of travel can be eliminated.

Grass-fed/finished animals have been shown to greatly reduce the environmental impact of cattle methane production. Most of the animals produced in the region would qualify with only small changes in management for certification--an important selling point for concerned, high- end consumers. By creating a certification program and quality standards, the reduced environmental footprint can be tracked, and the products can be better promoted in the market-place.

The Co-op has a relationship with Thompson Rivers University and the Kootenay and Boundary Farm Advisors with a plan to develop and promote a third-party certification program. This would be the first such Canadian Program.

By creating a common marketing strategy and service, individual ranchers will not need to travel to markets, again reducing road travel.

Bones, which are a current waste product, will be used for Bone Broth.

The Co-op has an environmental policy that covers all aspects of our work. Contractors must indicate how they intend to address key issues. (1945 chars)

Describe in detail the above positions and how the project helps create employment (max 2,000 characters)

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Construction of the building will provide jobs for five positions for six months in the community: a journeyman carpenter, a supervisor and three labourers.

Work for tradespeople will be provided throughout the planning and construction of the building. Such as Designer, Engineer, Plumber, Electrical and HVAC contractor, large machine operator.

More slaughter and meat cutter positions will be needed on an ongoing basis. Local people have come forward interested in learning the meat cutter trade which the Co-op will facilitate. A Sales and marketing position will be needed. Increased work for a web-master is expected. An additional office person will be required, and a person to operate the retail and on-line sales will be required.

Describe potential indirect employment (not in the project itself) as a result of the project: (max 2,000 characters)

Increased farm and ranch labour

Increased business planning and consulting work

Increased training opportunities for itinerant training consultants

Increased work for trades for ongoing, maintenance

Development of Social enterprises will provide training and employment supporting social as well as business objectives.

Component 1: Please describe the component of your project (max 3,000 characters)

Construction of the Meat Processing Building:

*Preparation of detailed design drawings incorporating engineering requirements

*Preparing the site: excavating and levelling

*Foundation and Slab

*Wall and Roof Framing to Lock Up

*Electrical and Plumbing to Rough-In

*Insulation and Dry Wall

*Interior Painting and Exterior Finishing

*Interior Finishing.

Details of each process can be found in the attached Bid package from Remote Access Construction.

Please describe the associated deliverables for this component (max 3,000 characters)

As documented in detail in the attached Bid package from Remote Access Construction

Component 2: Please describe the component of your proposed project (max 3,000 characters)

Business planning and feasibility testing:

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* Provide accelerator services to Magnum Meats to prepare them to receive investment.

*Space in the facility is planned for a smoker, sausage filler and other equipment. Magnum Meats currently produces a small quantity of these products and has them co-packed in Kelowna. This is not an economic proposition, but it has allowed them to test the market for their proprietary recipes. To justify the purchase of the above equipment and to hire personnel to produce, package and market these products, a detailed business plan for this new component of Magnum's business required. The Economic Development Manager from CO-OP will provide this service to Magnum.

*A retail area is planned for the building. This will provide an opportunity for Magnum Meats and local farmers to sell products to local people and travellers.

*The feasibility of an on-line 'store' needs to be tested and business decisions made as to which entity will be the 'owner' of the store and the personnel needed. Outreach to local farmers is required to assess their level of interest in producing for retail sales through the store-front and the on-line store. This work will be carried out by the Co-op Economic Development Manager.

*Bone Broth Business plan: Currently, bones from the slaughter process are waste and an economic cost. The value of bone broth is increasing in the market-place. However, the demand for a product that can be produced from this facility needs to be tested. Specialized equipment is required to produce the broth, but when in place, the equipment can also be used to produce soups and other products.

Please describe the associated deliverables for this project: (max 3,000 characters)

1. Assist Magnum Meats to attract private investment in their business:

* provide workshops for potential investors

*assist Magnum to register as an Eligible Business Corporation

2. Business plan for value-added meat products (specialty sausages, smoked meat, etc.)

* This plan will be based on proprietary recipes for products that Magnum Meat has developed and tested

3. Business plan for Bone Broth Business: We will test the market with production levels possible from a low volume automated industrial-scale production unit such as can be found at <https://www.coctio.com/mobile-bone-broth-cooker-system> (We are not interested in the mobile aspect but rather its compact size with full industrial capacity).

3. Feasibility Study and Business Plan for a Soup Line: The Boundary is known for its Borscht. We would reach out to a traditional producer to negotiate a license to produce at commercial volumes as part of the business planning process. Other soups, either with a Bone Broth base or a vegetable broth base would be market-tested as well depending upon local farms being able to produce ingredients to our specifications. As production to specification is not well practiced by farmers, we will ask the SSFPA to assist us with training.

3. Business plan for Retail and on-line Stores: A small retail area is planned for the building, which we believe is important for the community and to attract travellers. Working with the Kettle Valley Food Co-op, we are planning to study the feasibility of creating a broader market for Boundary products ready

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to be offered in the retail market channel. Since moving into retail is a major leap for small scale food processors, the SSFPA will assist us by providing workshops for interested producers.

4. Feasibility study for farm to table meats: Currently, most farmers sell meat they have cut and wrapped to their customers. Initial outreach indicates that several farmers are interested in fully processing their meat and may be interested in forming a marketing co-op. It's a sad thing that beef from the USA is served in regional restaurants.

Component 3: Please describe the component of your proposed project (max: 3,000 characters)

Marketing Strategy:

1. Development of a comprehensive marketing strategy for Boundary meat: Kwantlen University College has agreed to assist the Co-op in developing an overall marketing strategy to support meat producers. Dr. Kent Mullinix, Director, Institute for Sustainable Food Systems at KPU, will be working with Co-op to develop a meat brand to ensure Boundary meat products are recognized in the market-place. They will develop a full marketing strategy including 'product, price, placement and promotion and people.

2. Development of Grass-Fed Certification

There are concerns regarding the climate impact of meat production and consumption. However, when animals are grass-fed, research shows that these fears are substantially lessened. Grass-fed cattle produce considerably less methane. Compared to conventionally-raised beef, grass-fed beef contains less fat and has higher levels of omega-3 fatty acids. These have been linked to reductions in heart disease, improved brain development and function, and better immune system function. The ranchers in the Boundary feed their cattle on the abundant range-land in the area, but when sold at auction, they are trucked to Alberta and 'finished' on grain. This process has been standard for the cattle industry. However, there is a growing market for grass-fed/finished beef. The Co-op has tested the idea with ranchers who are interested in exploring this new market for their meat.

Dr. John Church, B.C. Regional Innovation Chair in Cattle Industry Sustainability, and his team have carried out considerable research on this topic. He has agreed to work with the Co-op to establish a third-party Grass-Fed certification program. Currently, there isn't a Canadian Grass-Fed certification program. One American certification program has been approved by the CFIA to operate in Canada, but the take-up is marginal as it is not promoted or supported here. Many farms make claims, but without 3rd party certification, these claims may be false.

To further support this initiative, the Kootenay & Boundary Farm Advisors Program has agreed to provide workshops for Boundary ranchers to introduce them to the management practices required to meet certification standards.

Please describe the associated deliverables for this component (max: 3,000 words)

Development of a Grass-Fed 3rd party certification program:

1. Meetings with the Kettle River Stockmen's Association and Grand Forks Stock Breeders to introduce the idea of the Boundary area as the development site for the certification process.

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2. Assessment of the fit regarding American Grass-fed Certification programs and the few small programs now operating in Canada
3. Workshops for ranchers to learn about the specific requirements and methods to introduce them to changed forage and animal management practices needed to meet certification standards.
4. Letters of intent from ranchers who agree to provide a portion of their cattle to the program on a trial basis.
5. Outreach to Hotel, Restaurant and Institutional purchasers in our bioregion (including the Boundary, South Okanagan, Kelowna, Penticton, and Big White.) to establish sales outlets and promotional activities

Brand and Marketing Plan:

1. Establishing a Meat Branding Committee to work with KPU personnel to develop the branding plan. This committee would include representatives from ranchers, and marketing planners from throughout the Boundary and South Okanagan.
2. Workshops to develop 'value-proposition' statements and Branding goals
3. Workshops to consider options developed through KPU personnel to finalize the plan

Does the community/communities in which the project will be implemented have a current community and economic development plan? Please note the section(s) in the plan which relates directly to the project and describes how the project supports the plan(s). (max: 2,000 characters)

1. Following a BC Rural Dividend funded study in 2017 "The Boundary Meat Sector: Identifying Options for Expansion" called for the RDKB to lead a strategy to address the value-chain issues documented in the study by finding a sponsor for creating the needed infrastructure.
2. The Regional District of Kootenay Boundary in partnership with Interior Health conducted a study in 2018: "The Boundary Food and Agriculture Plan" was created. The consultants in each case met with Boundary meat producers who made it very clear that their production, and their future in this industry, was at risk due to the inadequacy of processing infrastructure. The resulting plan agreed with the 2017 plan and underlined the need for infrastructure to ensure the maintenance and development of the meat industry in the Boundary. The plan for creating a Meat Processing Facility directly supports both plan's arguments and recommendations.
3. A separate plan, funded by the BC Ministry of Agriculture in 2019, tested the feasibility of scaling up the existing cut and wrap business to implement this recommendation. This plan showed that the private business (Magnum Meats) did not have the financial strength to take on the entire responsibility and that public investment was needed.
4. The Co-op's plan will keep the assets under community ownership and control in perpetuity. The investment would benefit many producers and workers and would bring beneficial environmental results, ensuring that this industry had a future in the Boundary area. Because the existing abattoir is in Rock Creek, placing the cut and wrap and value-added facility in that location would also make a significant difference in the economy of the most needful area in the Region. The Co-op was in its formative stages and considering the best fit for their economic

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development activity. The Co-op was approached and after study, was strongly in favour of taking on the task of developing and operating the facility. This made considerable sense given that the Rock Creek Farmer's Institute is a member and investor in the Co-op's development, ensuring a strong ongoing connection with the ranchers in the area.

Describe the existing support for your proposed plan. Indicate how support has been demonstrated within the community/communities and where applicable, outcomes from the formal or informal discussions with indigenous communities. (Max 2,000 characters)

1. The Osoyoos Credit Union and the Rock Creek Farmer's Institute formed Riverside Holdings Inc. and purchased the land for development of this and other facilities thereby eliminating the need for investment in land, as well as a building for this development. The Co-op has a 99-year renewable lease on the property.

The Osoyoos Credit Union has provided a time of their CEO to represent them on Co-op Board.

The Osoyoos Credit Union will be financing the balance of the building

2. The Rock Creek Farmer's Institute has invested in the land, and its primary infrastructure (well, septic, etc.) and their Secretary represents them on Co-op Board
3. Trails to the Boundary Society has representatives from the main seven communities in the West Boundary thus facilitating communication
4. The Boundary Family Services Agency has joined Co-op to support the social development of the region and to take leadership in social enterprise development.
5. The Kootenay & Boundary Farm Advisors has committed to providing field days and workshops for ranchers towards the development of the grass-fed certification
6. Thompson Rivers University (TRU) will work with Co-op to work towards the development of a Grass-Fed certification process
7. Kwantlen Polytechnic University (KPU) has committed to providing an Economic Impact study and Marketing and Branding Development
8. The Kettle Valley Food Co-op, which operates a small on-line farm product marketing system, will work with the Co-op to connect producers to consumers and the distributed product.
9. The West Kootenay Boundary Community Investment Co-op has agreed to provide workshops for potential investors in the private component of the project
10. The SSFPA will provide training sessions for producers and small scale food processors to assist them to scale up their operations.
11. The BC Abattoir Association: will work with the Co-op to ensure that all relevant supportive programs for this initiative are made available.

List the steps (e.g. obtaining permits, completing the consultation, securing additional funding) that must be completed before the project can proceed. Please explain what steps, how they will be undertaken, and associated timelines: (max: 2,000 characters)

n/a The project is shovel ready.

Think about your project components and deliverables. Detail your project timeline from start to completion using each component and deliverable as a milestone. (max 2,000 characters)

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MARCH 2020- OCTOBER 2020**Component #1: CONSTRUCTION**

- * finalize a contract with Rural Access Construction
- * create construction financing documents with OCU
- *Planning, design and engineering
- *prepare for site levelling
- *order materials for phase one construction
- *Foundation and Slab
- *Wall and Roof Framing to lockup
- *Electrical and Plumbing Rough-in
- *Insulation and Drywall
- *Interior Painting and Exterior Finishing
- *Interior Finishing
- * finalize lease agreement with Magnum Meats
- *grand opening! Come and celebrate with us!

Component #2: BUSINESS PLANNING: April 2020-March 2021

- *assist Magnum Meats to register as an EBC facilitating 30% tax credit for investors
- * organize community financing workshop
- *assist Magnum Meats to raise share capital to cover their proprietary equipment
- * finalize meat value-added business plan
- *Research Bone Broth market and competition analysis
 - *Identify sponsor/partner for this enterprise
 - *Identify equipment needed
 - *Identify training needed
 - *Write Business Plan
 - *Identify investment strategy: i.e., it may be operated as a social enterprise
- * organize social enterprise workshops

Component #3 MARKET STRATEGY AND BRANDING: March 2020-March 2021

- *Branding workshop in Rock Creek with ranchers

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- *Development of Certification program test plan with TRU
- *rancher's field day/workshop on Grass-fed/finished production
- * SSFPA workshop on scaling up to commercial production
- * continue market planning
- *Branding workshop
- *Continue Grass-Fed certification project
- *organize meet-and- greet days with regional meat purchasers and distributors
- *finalize Marketing strategy and Marketing Plan

Develop branding materials

Will your proposed project establish any ongoing activities or staff positions that will continue or be completed after the estimated project end date? Describe how these on-going activities or staff positions will be sustained, either in the long term or until their completion: (max: 2,000 characters)

The Co-op will coordinate activities with all contributors. This will build ongoing relationships supportive of the meat industry in the Boundary.

The Meat Cut and Wrap services will be provided by Magnum Meats who will lease the facility and manage staff.

The Co-op will provide 'accelerator' services to Magnum Meats to consolidate their capacity. This includes assisting them to incorporate with share capital and registering as an 'eligible business corporation' to receive investment from the ranching community for their specialized equipment needs. (We believe it is important for those who will benefit from this investment to have a financial involvement in its success). We will also assist Magnum to create on-line capacities and data management services. We will assist them in applying for funding for additional training for their staff etc.

Once the feasibility of the Grass-Fed certification is complete, the Co-op will continue its relationship with Thompson Rivers University to implement the program. This will be driven by the Marketing Plan, which will identify specific market placements for the grass-fed products.

KPU is planning to launch a study of the food system in the Kootenay Boundary area. They will work with us to move this research forward in the months following the completion of this project.

Describe the resources and skills of the applicant to manage and complete the project, including project management experience and to implement similar projects: (max: 2,000 characters)

RDKB:

- Managing multiple region-wide services, including water & sewer services
- Constructing & operating fire halls, pools, rinks

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- Managing large federal and provincial infrastructure grants
- Managing Building Inspection Service
- Managing an annual \$42 million budget
- Legislated governance by elected Board of Directors
- Legislated accountability, including annual audit
- Member MIA (Municipal Insurance Agency)

Outline the roles of any project partners identified (Required for Partnership Projects): (max: 2,000 characters)

The West Boundary Community Services Co-operative Association (non-profit) is the partner for the RDKB for this project. The Co-op will take on direct management and implementation of all aspects of the project. Although the Co-op is a relatively new organization, they have already mobilized investment for a Community Centre building (Riverside Centre) which is under construction to house a variety of community-serving non-profits and businesses. This building will provide much-needed spaces for many community groups to develop and carry out their plans for increasing the quality of life in the area. Riverside Centre will also provide space for workshops, training and meetings with project supporters and partners.

The Meat Processing Building will be built on the same site on the land purchased by the Rock Creek Farmer's Institute and the Osoyoos Credit Union for the Co-op. This effectively removes the price of the land from the development of the meat processing building, ensuring the feasibility of the project.

The Co-op has levered many relationships due to the people on the Board representing major organizations in the area. The Co-op will manage relationships with their contributors and orchestrate all components of the project. The Co-op will handle all reporting required expeditiously.

Outline project risks to completion and describes risk mitigation measures to insure project success: (max: 2,000 characters)

The major risk to this project would occur if the young couple who own and operate Magnum Meats were to leave our community which could occur if the land they lease for their current cut and wrap facility is lost. This would devastate the meat producers in the entire region. This project will itself remove this major risk but losing a skilled and capable management team is still a risk. People with their skills are in demand all over Canada.

The Co-op's is assisting Magnum to become an Eligible Business Corporation, thereby to attract investment into their business to reduce their financial burden and will engage others in the business.

Co-op plans to work with them to increase the capacity of all the workers in the facility to ensure that all are cross-trained on all aspects of the business. Magnum has a strong core group of loyal staff, and has built excellent staff relations. The Co-op will ensure that all available support for training and scaling up certification and skills will be provided to them. By ensuring that more workers gain capacity, should Magnum wish to leave, trained and capable staff would remain, and a loyal customer base would ensure ownership could transition.

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By assisting Magnum to grow a new business venture (the meat value-adding business), their viability in the area will deepen. There isn't any current expectation that they will leave, but it is an important risk to work to mitigate on a preventive basis.

The other risk is that there will be a downturn in the meat industry, generally:

- * if consumers buy into the 'beyond meat' idea now heavily promoted.
- * if there is negative price fluctuation in the meat industry
- * if climate change impacts impede production

The mitigation strategy

* to work towards grass-fed certification as meat produced in this fashion claims a higher value in the marketplace and produces less Green House Gas emissions.

*The West Boundary Director is participating in the Climate EI project in the Kootenay Boundary to keep ahead of climate change issues.

Will the project include physical infrastructure?

Please explain how the infrastructure will support economic development and diversification initiatives, in alignment with other community plans and priorities. If the program contribution is required to leverage other funding for infrastructure, please outline here. (max: 2,000 characters)

The infrastructure planned is critical for the economic development of the Boundary agriculture and food economy. The importance of this is borne out through study after a study carried out in the region over the last few years. The infrastructure will help ranchers increase their production by increasing access to cut and wrap services. It will also enable Magnum Meats to provide service to more producers now not able to be accommodated and others on a more timely basis. By providing space in the building for value-added activities, new products will be brought to market. By providing retail space in the building, small farmers will be encouraged to participate in retail and the on-line store, thereby encouraging their growth.

The business plan for the balance of the financing needed after the contribution proposed from the BC Rural Dividend is for a mortgage to be provided by the Osoyoos Credit Union and the mortgage price will be paid through a lease arrangement with Magnum Meats. Therefore, we do not need to use funding from the Rural Dividend to leverage other funders' contributions to infrastructure.

Who will own the infrastructure? (max: 200 characters)

The West Boundary Community Services Co-operative Association, a non-profit community organization, will own the infrastructure.

Who will be responsible for any associated ongoing costs (maintenance/operational) after project completion? (max: 200 characters)

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Magnum Meats will be responsible for operational and maintenance costs of the interior of the building.
The CO-OP will be responsible for costs for planning and business development activities.

West Boundary Community Service Co-operative Association

3990 Highway #3, Box 193, Rock Creek BC V0H 1Y0

riversidecentre.coop

Date: July 16, 2019

Board of Directors

Regional District of Kootenay Boundary (RDKB)

202 - 843 Rossland Ave.

Trail, BC V1R 4S8

Dear Directors:

Partnership Letter for Rural Dividend Application

The non-profit West Boundary Community Service Co-operative (the Co-op) is pleased to work with the RDKB as the delivery partner for a proposal for a \$500,000 grant from the BC Rural Dividend Program. This proposal is to implement key recommendations of your recent studies into the meat industry in the Boundary area. The *Boundary Food and Agriculture Plan (2018)* funded by the RDKB and Interior Heath expanded on the results of the 2017 Study: *Boundary Meat Sector: Identifying Options for Expansion* funded through a Project Development Grant through the Rural Dividend Program. These studies both documented that infrastructure for cut and wrap services, cooling and freezing were essential to moving the Boundary's meat industry forward.

The proposal is for construction of a Meat Processing and value-adding facility that will mitigate the documented problems. The proposal includes additional business planning and market development services that the Co-op will coordinate.

The Co-op approached the RDKB through the West Boundary, Area E, Regional Director, Vicki Gee who sits Ex-officio to the Board of the Co-op, to offer their organization and assets as the partner for an RDKB application to the BC Rural Dividend program

As implementing partner of the proposal, the Co-op will take on the following responsibilities:

1. The Co-op will own and manage the building on an ongoing basis.

2. The building will be on land purchased for the Co-op by our members, the Osoyoos Credit Union and the Rock Creek Farmer's Institute. The Co-op holds a 99-year renewable lease on this 4.6 acre property in Rock Creek.
3. Since the Rural Dividend program will not provide all the funds necessary for the construction of the building, the Co-op will take responsibility for financing and ongoing payment of the mortgage to complete this project. The Osoyoos Credit Union is providing a letter confirming their intent to provide a mortgage. (This will be appended to the proposal.)
4. We will contract with Remote Access Construction, the company that presented the winning bid for the Request for Proposals we held recently
5. We will ensure that Remote Access Construction has liability insurance and Work Safe coverage for construction personnel.
6. We will contract with a Project Manager to oversee construction, troubleshoot and coordinate with the Board of the Co-op and with the Executive Director.
7. We will supervise and coordinate all construction activities.
8. We will carry Construction Insurance as well as General Liability Insurance with the RDKB as a named insured.
9. We will be the Employer of Record for Work Safe for the Co-op's personnel.
10. We will submit invoices for payment from funds provided by the Rural Dividend to the RDKB according to a pre-agreed timeline.
11. We will provide an accounting of all payments made and will provide full accounting records to the RDKB.
12. We will develop and provide all reports of activities as benchmarks are reached, as required by the BC Rural Dividend Program for submission by the RDKB.
13. We will direct and produce all business plans mentioned in the proposal.
14. We have mobilized several organizations to provide in-kind contributions to the project. The Co-op will assist them and meat producers in developing business support services, marketing, branding and business planning for new value-added products and services.
15. We will provide overall management and due diligence to all aspects of the project.

About the Co-op

The Co-op was developed in 2018 and incorporated in Feb 2019 as a not for profit community services co-operative. Membership is composed of region servicing non-profits and co-operatives in the Boundary. Our purpose is to return vibrancy to the West Boundary through community and economic development.

Why our Co-op is interested in the Meat Industry

One of our founding members, the Rock Creek Farmer's Institute (RCFI) brought forward their concerns about the problems faced by meat producers underlined by the recent reports carried out by the RDKB. Because the only provincially licensed abattoir in the area is in Rock Creek (Magnum Meats), these problems were well known to them. This Abattoir is a major asset for

the Boundary since there are no other licensed services within our region. (The closest one to the west is in Chilliwack, to the north, Kelowna and to the east, Creston.) The Boundary abattoir is called upon to serve a large area from Keremeos in the south Okanagan as well as the entire Boundary.

When considering the development strategy for the Co-op, it was clear that supporting meat sector development was the most viable economic development option available to us. We saw that our Co-op's founding was propitious as we could take on the development of the needed industry infrastructure since we have land available and the capacity to develop large projects.

About Magnum Meats

Magnum Meats is a well-respected local business that has developed a large customer base of over 800 farmers. Their business has two parts: firstly, they operate a Provincially Licensed (Class B) abattoir with minimal cooling/freezing capacity; and secondly, a very small cut and wrap business. Currently, the abattoir operates for only two days a week due to lack of cooling, freezing and cut and wrap capacity. The plan to build a substantial cut and wrap facility with freezer and coolers will substantially increase the abattoir's ability to increase slaughter services. These services are in sharp demand. The abattoir will remain in its present location, which is only a short distance from the planned facility.

A business plan was funded by the Ministry of Agriculture in 2019 to consider Magnum Meat's options.

- *To test community response, a meeting was held in early 2019, and 35 producers and members of Kettle Valley Food Co-op came to a workshop in Rock Creek where the concept was presented. All participants were very positive about the plan.

- *Further development on their current leased land for the cut and wrap service was not judged as feasible due to the private landowner's uncertain plans.

- *The option of working with the new Co-op was recommended by the consultants.

- * This option keeps the physical assets in the community as the non-profit Co-op will own the building. This way, the needed service can be developed without subsidy to the private business, which itself could not finance the entire operation. Magnum will pay for its lease of the facility. Magnum will be responsible for financing their new equipment and for managing the day to day operations within the building.

- *Magnum would continue to separately own and operate the abattoir.

Through a Memorandum of Understanding, the Co-op agreed to work with Magnum Meats to develop the needed infrastructure

What the Co-op is doing to prepare for this development:

- * We worked with Magnum Meats and the BC Abattoir Association to plan the building ensuring it would meet required standards. The building is planned to be 100 X 55 feet with freezers, coolers, a meat cut and wrap area, retail area, staff and office rooms. (See sketch appended.)
- * Space for future value-added for meat processing opportunities are included
- * A retail space for the local food products is included.
- * We developed an RFP process for construction companies to bid on the work. After a site visit in June, where four companies were in attendance, two bids were received, and the bid by Remote Access Construction was chosen as it fully met requirements. (this will be attached to the Proposal)
- * We are assisting Magnum Meats to improve their business structure and will prepare them for registration as an Eligible Business Corporation.
- * We have developed a relationship with the West Kootenay Boundary Community Investment Co-op. They will provide workshops on tax credit investments for interested community members and stakeholders.
- * We have developed partnerships with universities and organizations that can provide us with information and training sessions to meet specific needs.
- * We have agreed to present a workshop to the Kettle River Stockmen's Association regarding Grass-Fed beef in the fall of 2019
- * We have established relationships with farmers in the Boundary to ensure their involvement in this project.
- * We are negotiating with the Small Scale Food Processor Association and Lab Metrics to establish a community food safe laboratory as part of our development plan.

The members of the co-op are strong, capable organizations.

The Co-op's Directors represent organizations with long histories of community service. The member organizations are:

- * Osoyoos Credit Union (OCU) is in its 74th year of operation. OCU holds assets of \$142m (2018) and provides full banking services to its members in and around the south Okanagan. The OCU has over 4000 members and \$130.7 million in member deposits.
- * Rock Creek Farmers Institute (RCFI) has facilitated the development of industry-supporting businesses in the area for over 100 years. They are credited for their work to save the local

industry through the BSE crisis. They support all farm-related activities and encourage young people to be interested in farming.

*Trails to the Boundary Society (TTBS), established in 2015, has directors from 7 communities in the West Boundary (Bridesville, Rock Creek, Westbridge, Beaverdell, Midway, Greenwood and Big White). Their mandate is community development. TTBBS has a contract with the Province for development and management of trails in the West Boundary. Their trail improvement and promotion work have resulted in new business development and increased tourism.

*Boundary Family Services Society (BFS), is a large charitable organization operating for 42 years in the Boundary. They provide many services to families and children in the Boundary. Their board has agreed to sponsor the Co-op for charitable applications to foundations. They wish to participate in the Co-op to develop mutually beneficial community services and social enterprises. BFS works with Interior Health, School District 51, the Ministry of Children and Families and BC Housing as well as many other funders and partner organizations.

Although the Co-op is a new organization, we have already accomplished a great deal:

*After ten months of planning and community consultation, the Co-op was incorporated in February 2019

* Organizational infrastructure is in place including a Strategic Plan; Policy and Procedures; Insurance; GST registration; WorkSafe Registration. Legal services are provided by Pigott & Co. The domain name (riversidecentre.coop) is established. Banking services are provided by the OCU.

* OCU and the RCFI are organizing financing for our operations. The RDKB has provided support through Gas Tax, Grant in Aid and the Area E Economic Development Service.

*Our first infrastructure project, the Riverside Centre building, is under construction with a move-in date of late summer 2019. The business case for the Riverside Centre is based upon providing rental to non-profits and businesses with Osoyoos Credit Union as the anchor tenant. OCU will be providing needed banking services to their West Boundary members. Other confirmed renters include Boundary Invasive Species Society and Trails to the Boundary Society. Local and itinerant regional businesses and representatives of Provincial agencies are requesting rental spaces for meetings and temporary workspaces. Business services will be available for a fee for on-site and casual users of the facility. The Gathering Room will be free to members of the general public. (See photos and drawings attached.)

* The Co-op has already gained support and funding from 'the Cooperators' Co-op Development Fund, and the Vancouver Foundation.

*Funding is in place for an Executive Director/ Economic Development Manager.

*A Board room will provide meeting space for a variety of small local organizations

* The Board room will provide an ideal **training space** to support the regional meat processing planning, marketing and product development activities.

* Local artists, seniors, a heritage project and other groups will use the large Gathering Room for display, projects, meetings and planning.

* Free WIFI (high-speed fibre optic) is contracted and will be available for locals and travellers on Highway 3. (Internet service is limited, so this will be a major benefit for the area).

* An Elective Vehicle charging station awaits installation.

* A planned retail outlet will attract travelers, and locals.

* Another farm services business is negotiating rental of a business site on the property.

The Co-op's Directors, representing the member agencies, have impressive experience developing and delivering major projects.

Greg Sol is President/Treasurer of the Co-op. Greg is the CEO of the Osoyoos Credit Union and brings a wealth of community, financial, co-operative and economic skill to our organization. As a community-minded leader, he has convinced his Board of Directors of the value of investing in the Boundary development that our Co-op represents. Not only is this a major coup for the Boundary region, but this will also benefit the Credit Union to better serve its members in our area. We are gratified by the enthusiastic support of the OCU's Board of Directors, allowing Greg's time to facilitate our development. Greg leads his credit union to carry out due diligence and financing for housing and business developments in and around Osoyoos. Greg is very involved in the community in the following positions:

* Director of the South Okanagan Chamber of Commerce

* Treasurer of the Lake Osoyoos Sailing club

* President of NEXUS Community Resources

Edwin Fossen is Vice President of the Co-op. He and his family own a large ranching business near Rock Creek with an overwinter cattle count of 450, on a private land base of about 2,500 acres. They lease and care for private land and 70,000 acres of crown range. They take particular care to remove invasive species. He and his family operated an aerial application business over the three western provinces and still have a private airstrip for monitoring their herds. Their business was the primary spraying contractor for the Regional District for over 25 years.

As a long term Director of the Rock Creek Farmer's Institute, he has a handle on the pulse on the ranching community and has proven his ability to engage their interest and investment in the Co-op's plans. He has been active in the community as a founding member of the Kettle River Lions Club, and holder of executive positions with the Kettle River Stockmen's, the Southern Interior Stockmen's and the BC Cattlemen's Association.

Pat Henley, Secretary of the Co-op, has been instrumental in the development of several community organizations in the West Boundary. She is a founder and President of Discover Rock Creek and Director on the Board of the 'Trails to the Boundary Society,' and represents them on the Co-op Board as the Co-op's Secretary. She was a teacher for thirty-five years, Union President for a term and on the School Board for four years. She has strong business acumen through operating several businesses. She recently sold a long-running specialty retail business in Rock Creek.

Darren Pratt is the Executive Director of the Boundary Family Services Society (BFS) and their representative on our Board. Darren operates an organization with an annual budget of \$1,241,523, with 31 staff, which is funded by several government programs and foundations. Because of the effectiveness of his organization, BC Housing has enlisted them to lead the development of a substantial housing portfolio for the region to respond to an urgent need.

Sandra Mark is Executive Director and Economic Development Manager of the Co-op.

*She is leading a national project aimed at mobilizing financing for small scale food processes, under the aegis of the Small Scale Food Processor Association (SSFPA) which she co-founded in 2002. She is the 'Community Lead' in a national Social Services and Health Research Council (SSHRC) research project aiming to document the impact of small scale food processors in Canada along with professors from Kwantlen Polytechnic University, the University of Northern BC, Dalhousie University and Carleton University.

*She has worked in organizational development, community economic development and food system development in BC and Ontario. She coordinated several non-profit and co-operative housing builds. She led the development of many new organizations including the first rural community health centre in Ontario, a community health centre in suburban Ottawa, and a rural children's mental health agency.

*She has a Master of Social Work from Carleton University and was an instructor in the School of Social Work at the University of Victoria writing courses in Community Development, Economics for Social Justice and Co-operative Development. She successfully persuaded the University of Victoria Purchasing Department to shift policies to purchase island-grown food. She and her agency worked with farmers to build value chains and prepared them to meet criteria and specifications for institutional purchasing.

* She has developed and offered a variety of business and food-related training courses.

* She launched and managed social enterprises with youth, women, people with disabilities and people with reduced English language ability, including a training restaurant, retail store, home energy audit service, enviro-office cleaning business, building material recycling store

* She developed and managed two Community Economic Development Corporations (Ottawa and Victoria).

*She has a long history of involvement with farming organizations such as the Island Farmer's Alliance and as Executive Director of Heritage Food Service Cooperative on Vancouver Island and the Governance Committee of the Hemp Trade Alliance.

The Co-op has developed many relationships and engaged key supportive organizations.

We are developing a Community Coordinating Committee to engage the many small West Boundary non-profits who wish to make use of the Riverside Centre. We aim to support these groups to strengthen their capacity and impact as part of our mandate.

We are also organizing a Food Business Steering Committee including representatives from across the Boundary. Food security organizations will be part of this group.

Kootenay & Boundary Farm Advisors Program: This program provides 'extension services' such as advice, education and access to consultants to assist farmers. We will be working closely with them to organize value chains supporting product development. They will also organize training and field days for farmers and ranchers on topics that will assist our efforts to develop and establish quality standards as key to our marketing plan. They will rent space from time to time to provide consultation to farmers in the Rock Creek area.

The Kettle Valley Food Co-op: Their mandate is to connect consumers and producers. This co-op has established an online ordering service and provides a steady market to local producers. They have a store-front in Grand Forks. They have software to connect consumers and producers in operation. We will work them to extend their services across the Boundary.

The BC Abattoir Association is assisting our value-added meat development with resources and consulting assistance.

The Small Scale Food Processor Association (SSFPA): Riverside Centre and other centres throughout the Boundary that are involved in our Outreach Service will become sites for food processing training provided in partnership with them through their INTRISK training arm.

The BC Cooperative Association is supporting our co-operative development agenda and will be providing training in the fall of 2019.

Post-Secondary Institution (PSI) partners:

*We are working with Dr. Church at Thompson Rivers University (TRU) to further develop the Boundary meat industry. Together, and with other partners, we plan to create the first Canadian Grass-Fed meat certification. Highlighting the benefits of the grass-fed/finished animals grown in the Boundary is important for marketing plans. Grass-fed/finished is documented to reduce GHG emissions. TRU has conducted substantial research on this topic. We understand that with the new Canada Food Guide aiming to shift consumption to protein alternatives to meat, consumers may be confused about the importance of grass-fed meat for

health and the environment. We believe that our ranchers grow a high-quality product, and we will ensure that marketing messages are research-based.

*Dr. Kent Mullinex from the Kwantlen Polytechnic University (KPU) has agreed to support our plan using our initiative as a case study for his soon to be launched Bioregional Food System study of the Kootenay Boundary area. His team will work with us to identify key economic factors and document the benefits of investment in Food Hub infrastructure in a rural/remote area. He is also providing support for our marketing and branding strategy.

Development of a Meat Processing and Value Adding Facility is very important for the Boundary.

The Boundary has a major asset having a provincially licensed abattoir in Rock Creek. Over the past ten years operating their business, they have created a very good reputation. Because of the short supply of abattoirs in the region, they have customers in the South Okanagan as well as throughout the Boundary. People with skills slaughtering and processing animals are in short supply in general, but Magnum has a skilled and loyal staff, which is also unusual in this industry. It is very important to the region that the young couple that owns this business are encouraged to stay in our area. They do not have the resources themselves to finance the required post-slaughter processing facility, but their business can support the lease price for the use of the building. The Co-op has identified Magnum Meat's business as a key driver for economic development in our area and is grateful to be able to act as implementing partner with the RDKB as host to this proposal to the Rural Dividend. This will enable farmers throughout the Boundary to scale up their production, increase their position in the market and allow new product development. The Meat Processing Facility will create new jobs and bring new investment to an area which needs it.

Yours truly,

Greg Sol, President

GROUND LEASE

THIS LEASE dated for reference April 1, 2019

BETWEEN:

Rock Creek Riverside Holdings Ltd., a British Columbia corporation

(the “Landlord”)

AND:

West Boundary Community Services Co-operative Association, a British Columbia Community Services Co-operative Association

(the “Tenant”)

WHEREAS:

- A. The Landlord is the owner of the Lands, which have no improvements presently on them.
- B. The Landlord has agreed to lease the Lands to the Tenant for the Term in order that the Tenant may erect the Buildings and use, occupy, and enjoy the Lands and the Buildings upon the terms and conditions, and subject to the provisos, contained in this Lease.

NOW THIS LEASE WITNESSES that in consideration of the Rent, covenants, and agreements to be paid, observed, and performed by the Tenant, the Landlord leases to the Tenant and the Tenant leases from the Landlord the Lands upon the terms and conditions and subject to the provisos contained in this Lease.

This Lease is made upon and subject to the following covenants and conditions which each of the Landlord and the Tenant respectively covenants and agrees to keep, observe, and perform to the extent that the same are binding or expressed to be binding upon it.

1. DEFINITIONS

- 1.1 The terms defined in this clause 1.1, for all purposes of this Lease unless otherwise specifically provided, have the following meanings:
 - (a) **“Additional Rent”** means the amounts, if any, payable by the Tenant pursuant to clauses 2.5, 3.1, 3.2, 3.3, 6.7, 6.9 and 7.6, together with any other and additional amounts that are expressed in this Lease to be added to and made part of Additional Rent, other than Basic Rent.
 - (b) **“Authority”** means the Regional District of Kootenay Boundary and any other municipal authority having jurisdiction over development on the Lands.

- (c) **“Basic Rent”** as of any particular time means the net basic rental provided for in this Lease as specified in Article 2 of this Lease.
- (d) **“Buildings”** means all structures and buildings constructed upon the Lands or any part of them by or for the Tenant pursuant to the provisions of this Lease, including, without limitation, all necessary services and ancillary facilities, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to them and all other improvements from time to time constructed upon or affixed or appurtenant to the Lands.
- (e) **“Commencement Date”** means April 1, 2019.
- (f) **“Commencement of Construction”** means that a building permit or permits have been issued to the Tenant by the Authority for the Buildings, and the foundations and footings of the Buildings have been commenced.
- (g) **“Development Permit”** means the development permit issued by the Authority to the Tenant relating to the development of the Lands.
- (h) **“Environmental Contaminants”** means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws.
- (i) **“Environmental Laws”** means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.
- (j) **“Lands”** means those lands in the Province of British Columbia described in Item 2 of Part 1.
- (k) **“Lease”** means this lease, including all schedules attached to this lease, and described as the “Express Charge Terms” in Item 4(b) of Part 1.
- (l) **“Lease Year”** means a 12-month period commencing with the 1st day of January in one calendar year and ending on the last day of December thereof, provided that the first Lease Year will commence on the Commencement Date and end on the last day of December next following and the last Lease Year will end on the last day of the Term and commence on the first day of the immediately preceding January.
- (m) **“Mortgage”** means a mortgage or mortgages upon or in respect of and specifically charging the leasehold interest of the Tenant in the Lands and the Buildings or any part of them and includes any debenture or deed of trust and

mortgage to secure any bonds or debentures issued under it, and any assignment of rents made to the Mortgagee as security.

- (n) **“Mortgagee”** means a mortgagee or mortgagees under a Mortgage.
 - (o) **“Part 1”** means the General Instrument—Part 1 which in Item 4(b) incorporates these Express Charge Terms as Part 2.
 - (p) **“Person”** or any word or expression descriptive of a person, includes any body corporate and politic, the heirs, executors, administrators, or other legal representatives of such person.
 - (q) **“Prime Rate”** means the annual percentage rate of interest established from time to time by the Osoyoos Credit Union, Main Branch, Osoyoos, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Osoyoos Credit Union as the prime rate.
 - (r) **“Rent”** means the Basic Rent, Additional Rent, and any other amounts payable by the Tenant under this Lease.
 - (s) **“Substantial Completion”** means substantial completion as defined in clause 4.2 of this Lease.
 - (t) **“Tenancy Arrangements”** means all subleases, licences, tenancy agreements, and all rights of use and occupation of every nature and kind, present and future, existing or at any time made during the existence of the Lease in respect of any portion of the Lands or Buildings.
 - (u) **“Term”** means the 99-year period commencing on April 1, 2019 and ending at 5:00 p.m. on March 31, 2118 subject to the renewal of the Term as set out in paragraph 2.6 hereof.
- 1.2 All of the provisions of this Lease will be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate clause of this Lease.
 - 1.3 The words “herein”, “hereby”, “hereunder”, and words of similar import refer to this Lease as a whole and not to any particular article, clause, or subclause of the Lease.
 - 1.4 The captions and headings throughout this Lease are for convenience and reference only and the words and phrases used in the captions and headings will in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any clause or the scope or intent of this Lease, nor in any way affect this Lease.
- 2. PAYMENT OF RENT**
 - 2.1 Rent**

The Tenant covenants and agrees to pay to the Landlord the sums specified in subclause 2.1(a) and to perform the other obligations specified in this Article 2:

- (a) Basic Rent of \$18000 plus GST as applicable per lease year for the first 5 years, payable in equal monthly instalments of \$1500 plus GST as applicable with the first payment being due and payable on or before the Commencement Date and all subsequent payments being due and payable on the first day of each calendar month during the Term.
- (b) The Basic Rent for the second five year period of the Term and for each subsequent five year period shall be renegotiated between the Landlord and the Tenant. The parties acknowledge that their intention is that the Basic Rent be set at a rate to cover all of the costs to the Landlord of owning and operating the Lands with only such return on capital as may be required to cover expected future costs of owning and operating the Lands. At the end of each 5 year period during the Term, the Landlord shall provide its intended Annual Base Rent amount for the upcoming renewal term not less than 60 days prior to the commencement thereof. If the Tenant does not accept such determination, the parties shall attempt to negotiate a resolution in good faith. If negotiation proves unsuccessful by that date which is 30 days prior to the commencement of the upcoming renewal term, such dispute shall be submitted to binding arbitration in accordance with the provisions of the Arbitration Act before a single arbitrator.
- (c) The parties acknowledge that the Basic Rent set forth in paragraph 2.1(a) is intended to cover the Landlord's costs of owning and operating the entirety of the Lands.

2.2 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Lease will be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due under this Lease, without prior demand and without any set-off, abatement, or deduction whatsoever, at the office of the Landlord or such other place as the Landlord may designate from time to time to the Tenant;
- (c) applied towards amounts then outstanding under this Lease, in such manner as the Landlord may see fit; and
- (d) deemed to be Rent, in partial consideration for which this Lease has been entered into, and will be payable and recoverable as Rent, such that the Landlord will have all of the rights and remedies against the Tenant for default in making any such payment that may not be expressly designated as rent, as the Landlord has for default in payment of Rent.

2.3 Net Lease

It is the intention of the Landlord and Tenant that, except as set out herein, all expenses, costs, payments, and outgoings incurred in respect of the Lands the Buildings will be borne by the Tenant and unless expressly stipulated to the contrary, the Basic Rent will be absolutely net to the Landlord and free of all abatements, set-off, or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments, or outgoings of every nature arising from or related to the Lands, the Buildings or any other improvements on the Lands and, unless expressly stated to the contrary, the Tenant will pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments, and outgoings.

2.4 Goods and Services Taxes

The Tenant agrees to pay to the Landlord at the times required by the applicable legislation all goods and services taxes or harmonized sales taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E-15, or such other tax as may be substituted for those taxes from time to time.

2.5 Interest

If interest is specified in this Agreement to be payable on any sum, the applicable interest rate shall be the Prime Rate.

2.6 Renewal

The Landlord covenants with the Tenant that if:

- (a) the Tenant gives notice to the Landlord that the Tenant wishes to obtain a renewal of this Lease, such notice to be given not later than six (6) months before the expiry of the initial Term herein granted; and
- (b) at the time of giving such notice the Tenant shall not be in breach of any covenant or condition herein contained;

then the Landlord shall grant to the Tenant at the Tenant's expense a renewal lease of the Lands for an indefinite number of successive five (5) year terms upon the same terms and conditions as are herein contained, save and except the Basic Rent which shall be established by the Landlord and subject to the negotiation and arbitration procedure specified in subclause 2.1(b); provided that this right of renewal shall terminate and be of no further force and effect following the abandonment or demolition of the Buildings initially constructed on the Lands.

3. PAYMENT OF COSTS RELATING TO THE PROPERTY

3.1 Payment of Taxes

Except as otherwise provided in clause 3.2, the Tenant will in each and every year during the Term, not later than the day immediately preceding the date or dates on which real property taxes and other charges imposed upon real property within the Province of British Columbia become due and payable, whether monthly, quarterly, twice-yearly, or otherwise, pay and discharge or cause to be paid and discharged all taxes, rates, duties, charges, and assessments, including property taxes, local improvement rates, and other charges that now are or will or may be levied, rated, charged, or assessed against the Lands, the Buildings, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever in or on them, whether such

taxes, rates, duties, charges, and assessments are charged by any municipal, parliamentary, legislative, regional, school, or other authority during the Term and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes, rates, duties, charges, and assessments; and any such losses, costs, charges, and expenses incurred by the Landlord may be collected by the Landlord as Additional Rent.

The Tenant will be responsible for the payments referred to in this clause 3.1 from the Commencement Date.

3.2 Payment of Utility Services

- (a) The Landlord shall be responsible for the costs of providing water and septic services on the Lands. In addition, the Landlord shall be responsible for any geotechnical reports and work required on the Lands as well as the cost of installing and maintaining roads.
- (b) The Tenant covenants with the Landlord to pay for or cause to be paid when due to the providers thereof all charges for gas, electricity, light, heat, power, cable, telephone and other utilities and services used in or supplied to the Lands and the Buildings throughout the Term, and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges, and expenses that relate to such charges suffered by the Landlord may be collected by the Landlord as Additional Rent.

3.3 Business Tax and Licence Fees

The Tenant covenants with the Landlord to pay for or cause to be paid when due every tax and permit and licence fee in respect of the use or occupancy of the Lands by the Tenant (and any and every subtenant, permittee, and licensee) other than such taxes as corporate income, profits, or excess profit taxes assessed upon the income of the Tenant (or such subtenant, permittee, and licensee) whether such taxes or permit and licence fees are charged by any municipal, parliamentary, legislative, regional, or other authority during the Term, and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes and permit and licence fees; and any such loss, costs, charges, and expenses that relate to such charges incurred by the Landlord may be collected by the Landlord as Additional Rent.

4. CONSTRUCTION

4.1 Tenant to Construct Buildings

- (a) Prior to the commencement of any development on the Lands and as soon as is reasonably practical after the Commencement Date, the Tenant will apply to the Authority for a Development Permit and any other permits necessary to construct the Buildings, and at the same time deliver to the Landlord drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed Buildings for the Landlord's approval, which approval the Landlord agrees not to unreasonably withhold. Upon receipt of the Landlord's approval and a building

permit, the Tenant will construct the Buildings, together with other facilities ancillary to and connected with the Buildings on the Lands, expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings, elevations, specifications (including materials to be used), location on the Lands, and exterior decoration and design all upon which the issuance of the building permits by the Authority having jurisdiction are based.

- (b) Any changes to the drawings, specifications, location, exterior decoration, design, or exterior appearance of the Buildings or the appearance of the Lands will first be approved by the Landlord.
- (c) The Landlord shall be entitled to approve the location and design of the Buildings for the purpose of efficient use of the Lands.

4.2 Substantial Completion of Buildings

The Buildings will be deemed to have been Substantially Completed when the general contractor of the Tenant has issued a certificate to the Landlord certifying that:

- (a) the Buildings are substantially complete in all material respects in a proper and workmanlike manner and in accordance with the applicable plans, specifications, and supporting documents submitted to and accepted by the Landlord upon which the issuance by the Authority of any development permit and building permits for the Buildings has been based, except for deficiencies the correction of which, in the opinion of the general contractor, is adequately ensured;
- (b) all building bylaws and regulations of the Authority have been complied with by the Tenant except for deficiencies the correction of which, in the opinion of the general contractor, is adequately ensured;
- (c) all permits for occupancy that may be required by the Authority have been obtained; and
- (d) the Buildings are ready for occupancy.

For purposes other than subclause 4.3(b), Substantial Completion may be in respect of portions of the Buildings.

4.3 Deadlines for Commencement of Construction and Substantial Completion of Buildings

The Tenant covenants and agrees with the Landlord that, subject always to Article 10:

- (a) Commencement of Construction of the Buildings will take place on or before the day that is one (1) year following the Commencement Date; and
- (b) the Buildings will be Substantially Completed in accordance with the requirements of clause 4.2 on or before the day that is twenty four (24) months following the Commencement of Construction.

4.4 Termination Where Tenant Defaults in Commencement of Construction or Substantial Completion

- (a) If Commencement of Construction or Substantial Completion of the Buildings does not occur by the dates specified in clause 4.3, the Landlord will have the right and option to terminate this Lease and the provisions of clause 18.1 will apply.
- (b) In the event of a dispute between the Landlord and the Tenant as to whether or not the Landlord is entitled to terminate this Lease pursuant to the provisions of this clause 4.4, the Landlord and the Tenant agree to submit such dispute to arbitration in accordance with the provisions of Article 20.

4.5 Fire and Liability Insurance During Construction of Buildings

- (a) The Tenant will effect or will cause its contractor or contractors to effect prior to the Commencement of Construction of the Buildings, or any of them, and will maintain and keep in force until the insurance required under Article 6 is effected, insurance:
 - (i) protecting both the Tenant and the Landlord and the Landlord's servants and agents (without any rights of cross claim or subrogation against the Landlord) against claims for personal injury, death, or property damage, or other third-party or public liability claims arising from any accident or occurrence upon, in, or about the Lands and from any cause, including the risks occasioned by the construction of the Buildings, and to an amount reasonably satisfactory to the Landlord, for any personal injury, death, property, or other claims in respect of any one accident or occurrence; and
 - (ii) protecting both the Tenant and the Landlord and the Landlord's servants and agents from loss or damage (without any rights of cross claim or subrogation against the Landlord) to the Buildings and all fixtures, equipment, improvements, and building materials on the Lands from time to time both during and after construction (but which may be by policies effected from time to time covering the risk during different phases of construction of the Buildings) against fire, earthquake and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the Province of British Columbia by prudent owners, and such other perils as the Landlord may reasonably require to be insured against to the full insurable value thereof at all times and in any event in the amount sufficient to prevent the Landlord or the Tenant being deemed co-insurer.
- (b) All of the provisions of Article 6 respecting insurance that are of general application will apply to the insurance applying during construction of the Buildings required by this clause 4.5.

4.6 Well and Septic Services

The Landlord agrees that it shall, at Landlord's sole cost, provide well and septic services to the Lands and Buildings. The Landlord and Tenant shall, acting reasonably, coordinate delivery of these services and acknowledge that the cost of providing such services is included in the Basic Rent payable hereunder.

4.7 Landscaping

The Tenant is responsible for all landscaping costs for the Lands. The Landlord shall have the right to approve any landscaping proposed by the Tenant.

5. INTENTIONALLY DELETED

6. INSURANCE

6.1 Insurance

At all times during the Term immediately following the Substantial Completion of construction of the Buildings, the Tenant will, at its expense, insure and keep insured or cause to be insured the Buildings with one or more companies entitled to do business in the Province of British Columbia against loss or damage by fire and other perils now or hereafter from time to time included in the commercial building form of insurance coverage applicable to similar properties as the Lands and the Buildings and effected in the Province of British Columbia by prudent owners from time to time during the Term, to the extent that insurance against such risk or perils, or any of them, may be obtained in an amount equal to the full replacement value of the property being insured.

6.2 Deductible Amounts

Any of the policies of insurance referred to in clauses 4.5, 6.1, or 6.2 may, with the approval of the Landlord, which approval will not be unreasonably withheld, provide that the amount payable in the event of any loss will be reduced by a deductible amount designated by the Tenant and approved by the Landlord, such approval not to be unreasonably withheld. The Tenant will be a co-insurer to the extent of the amount deducted from the insurance monies paid in the event of any loss, and that amount will, for the purpose of clause 6.5, be included as part of the insurance monies payable and paid.

6.3 Release of Landlord from Liability for Insured Loss or Damage

The Tenant hereby releases the Landlord and its servants, agents, successors, and assigns from any and all liability for loss or damage caused by any of the perils against which the Tenant has insured or pursuant to the terms of this Lease is obligated to insure the Buildings, or any part or parts of them, and the Tenant hereby covenants to indemnify and save harmless the Landlord and its respective servants, agents, successors, and assigns from and against all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to such insured loss or damage or loss or damage that the Tenant is obligated to insure.

6.4 Payment of Loss Under the Insurance Policy Referred to in Clause 6.1

- (a) The insurance monies payable under any or all of the policies of insurance referred to in clause 6.1 will, notwithstanding the terms of the policy or policies, be paid to the order of the Mortgagee.
- (b) Subject to Article 8, the Landlord and the Tenant agree that the Mortgagee will use such insurance monies for the restoration, reconstruction, or replacement of the loss or damage in respect of which such insurance monies are payable under this Article 6 against certificates of such person as the Landlord and the Tenant may agree upon who is in charge of such restoration, reconstruction, or replacement.

6.5 Landlord's Right to Repair and Receive the Insurance Proceeds

Should the Tenant fail to effect the restoration, reconstruction, or replacement of the loss or damage in respect of which the insurance monies are payable, without unreasonable delay, the Landlord will be entitled to effect such restoration, reconstruction, or replacement and the Mortgagee to whom such insurance monies are payable will pay or cause to be paid to the Landlord such insurance monies in the same manner the Mortgagee would have done had the Tenant effected such restoration, reconstruction, or replacement.

6.6 Commercial General Liability

At all times during the Term, the Tenant will at its own expense maintain with one or more companies duly authorized to carry on business within the Province of British Columbia and approved by the Landlord, commercial general liability insurance against claims for personal injury, death, or property damage or loss arising out of the use and occupation of the Lands and Buildings of not less than \$5,000,000 or in such other reasonable amount as may be required by the Landlord or its Mortgagee, which insurance will include the Landlord and its Mortgagee as additional insureds, indemnifying and protecting the Landlord and its respective servants and agents and the Tenant to limits approved by the Landlord or its Mortgagee from time to time. The liability insurance will contain a cross-liability clause and severability of interest endorsement in favour of the Landlord and its Mortgagee where it is named, and also a waiver of subrogation in favour of the Landlord, its employees, agents or Mortgagee.

6.7 Payment of Insurance Premiums

The Tenant will pay or cause to be paid all of the premiums under the policies of insurance referred to in this Article 6 as they become due and payable; and in default of payment by the Tenant, the Landlord may pay the same and add the amount so paid to the Additional Rent.

6.8 Copies of Insurance Policies

If requested by the Landlord the Tenant will promptly from time to time deliver or cause to be delivered to the Landlord certified copies of all policies of insurance referred to in this Article 6 and obtained and maintained by the Tenant, accompanied by evidence satisfactory to the Landlord that the premiums on those policies have been paid.

6.9 Insurance May Be Maintained by Landlord

The Tenant agrees that should the Tenant at any time during the Term fail to insure or keep insured the Buildings against loss or damage by fire and other perils as required under clause 6.1, or fail to maintain insurance against claims for personal injury, death, or property damage or loss as required under clause 6.6, then in any of such events, the Landlord, although not obliged to do so, may obtain and maintain such insurance in such amount or amounts with such deductible amounts and for such period or periods of time as the Landlord deems advisable; and the Tenant will pay to the Landlord as Additional Rent, upon the Landlord obtaining any such insurance and thereafter annually during the Term, within 30 days after receipt of any invoice from the Landlord, such amounts as the Landlord has expended for such insurance. If the Landlord pays for or obtains and maintains any insurance pursuant to this clause 6.9, the Landlord will submit to the Tenant annually a statement of the amount or amounts payable by the Tenant under this clause 6.9 as the cost of such insurance for the next ensuing year, and upon receipt of payment will apply the payment on account of the premiums of such insurance with the loss, if any, thereunder payable to the Landlord, the Tenant, and any Mortgagee as their interests may appear.

6.10 Landlord's Insurance

The Landlord shall maintain general commercial liability insurance in respect of its services and operations in the Lands. Any policy obtained by the Landlord shall name the Tenant as an additional insured. At the Tenant's request, the Landlord shall provide the Tenant with a copy of the Landlord's policy.

7. REPAIRS AND MAINTENANCE

7.1 Landlord Not Obligated to Repair Buildings

The Landlord will not be obliged to furnish any services or facilities or to make repairs or alterations in or to the Buildings, the Tenant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Buildings. The Landlord shall be responsible for repairs and maintenance to the Lands and water and septic services in accordance with paragraph 3.2(a) and 4.6 hereof.

7.2 Repair by the Tenant

The Tenant will during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings) the Lands and the Buildings, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, heating and air-conditioning equipment, sidewalks, and all other fixtures on the Lands and the Buildings and machinery and equipment used or required in the operation of them, whether or not enumerated in this Lease, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacements, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Buildings and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Buildings were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Buildings and aforesaid fixtures, appurtenances, and equipment.

7.3 Tenant Not to Commit Waste or Injury

The Tenant will not commit or permit waste to the Lands or the Buildings or any part of them (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings); nor will the Tenant injure or disfigure the Lands or the Buildings or permit them to be injured or disfigured in any way.

7.4 No Unlawful Purpose

The Tenant will not use or occupy or permit to be used or occupied the Lands or the Buildings or any part of them for any illegal or unlawful purpose or in any manner that will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested.

7.5 At Expiration Deliver Up Lands and Buildings

At the expiration or other termination of this Lease, the Tenant will, except as may be otherwise expressly provided in this Lease, surrender and deliver up the Lands with the Buildings and the fixtures, appurtenances, and equipment attached thereto, including all replacements and substitutions, in good order and condition, reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings.

7.6 Repairs to Buildings by Landlord

If at any time during the Term the Tenant fails to maintain the Lands and the Buildings and the fixtures, appurtenances, and equipment of them, both inside and outside, in the condition required by the provisions of clause 7.2, the Landlord through its agents, servants, contractors, and subcontractors may but will not be obliged to enter upon those parts of the Lands and the Buildings required for the purpose of making the repairs required by clause 7.2. The Landlord will make such repairs, only after giving the Tenant 60 days' written notice of its intention so to do, except in the case of an emergency when no notice to the Tenant is required. Any amount paid by the Landlord in making such repairs to the Lands and the Buildings or any part or parts thereof, together with all costs and expenses of the Landlord, will be reimbursed to the Landlord by the Tenant on demand plus a 15% administration fee together with interest at the rate specified in clause 2.5.

7.7 Removal of Ice and Snow

The Tenant shall be responsible for snow removal on the Lands.

8. DAMAGE OR DESTRUCTION**8.1 Rent Not to Abate**

The partial destruction or damage or complete destruction by fire or other casualty of the Buildings will not terminate this Lease or entitle the Tenant to surrender possession of the Lands

or the Buildings or to demand any abatement or reduction of the Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary.

8.2 Tenant's Obligations When the Buildings Are Damaged or Partially Destroyed

The Tenant covenants and agrees with the Landlord that in the event of damage to or partial destruction of the Buildings, the Tenant, subject to the regulations and requirements of the Authority and any other government authority having jurisdiction, will repair, replace, or restore any part of the Buildings so destroyed.

8.3 Tenant's Obligations When the Buildings Are Completely or Substantially Destroyed

The Tenant covenants and agrees with the Landlord that in the event of complete or substantially complete destruction of the Buildings, the Tenant, subject to the regulations and requirements of the Authority and any other government authority having jurisdiction, will reconstruct or replace the Buildings with structures comparable to those being replaced.

8.4 Replacement, Repair or Reconstruction Under Clauses 8.2 or 8.3 to Be Carried Out in Compliance with Clause 7.2 and Article 9

Any replacement, repair, or reconstruction of the Buildings or any part of the Buildings pursuant to the provisions of clauses 8.2 or 8.3 will be made or done in compliance with the provisions of clause 7.2 and Article 9.

9. REPLACEMENT, CHANGES, ALTERATIONS, AND SUBSTITUTIONS

The Tenant will not make or permit to be made any changes, alterations, replacements, substitutions, or additions affecting the structure of the Buildings, the major electrical and/or mechanical systems contained in them, or the exterior decoration, design, or appearance of the Buildings without the written approval of the Landlord, which approval the Landlord will not withhold unreasonably. No changes, alterations, replacements, substitutions, or additions will be undertaken until the Tenant has submitted or caused to be submitted to the Landlord drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed changes, alterations, replacements, substitutions, or additions, and until they have been approved in writing by the Landlord, which approval the Landlord agrees not to unreasonably withhold.

The Tenant covenants and agrees with the Landlord that, subject to Article 10, all changes, alterations, replacements, substitutions, and additions undertaken by or for the Tenant once begun will be prosecuted with due diligence to completion. All such changes, alterations, and additions will meet the requirements of the Authority and any other government authorities having jurisdiction.

10. UNAVOIDABLE DELAYS

If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court or tribunal of competent jurisdiction (provided that such order was not issued as the result of any act or fault of the Tenant or of any one employed by it directly or indirectly), fire or explosion, flood, wind, water,

earthquake, act of God, or other similar circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant, the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in the Commencement of Construction or the prosecution of construction or in the Substantial Completion or completion of the Buildings or repair of the Buildings or any part or parts of them which under the terms of this Lease the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the Landlord by a reasonable period of time at least equal to that of such delay or prevention; and the Tenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the Landlord and the Tenant. If the Landlord and the Tenant cannot agree as to whether or not there is a prevention or delay within the meaning of this Article, or they cannot agree as to the length of such prevention or delay, then such matter will be determined by reference to arbitration in accordance with Article 20. For the purposes of this Article 10 the inability of the Tenant to meet its financial obligations under this Lease or otherwise will not be a circumstance beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant.

The Tenant will act diligently and take all reasonable steps of a prudent owner to remove the cause or causes of delay in the Commencement of Construction or completion of the Buildings.

11. BUILDERS' LIENS

11.1 Tenant to Remove Liens

The Tenant will, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services, or materials alleged to have been furnished with respect to the Lands or the Buildings, which may be registered against or otherwise affect the Lands or the Buildings, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the Landlord in the Lands), or vacated within 42 days after the Landlord sends to the Tenant and the Mortgagee written notice by registered mail of any claim for any such lien. PROVIDED HOWEVER that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien the Tenant will not be bound by the foregoing, but will be entitled to defend against the claim in any proceedings brought in respect of the claim after first paying into court the amount claimed or sufficient security, and such costs as the court may direct, or the Tenant may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the Landlord, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit will be increased every six months to include interest on the claimed amount at the Prime Rate, calculated semi-annually not in advance from the date any such claim is registered against or otherwise affects the Lands or the Buildings, continuing so long as the proceedings continue and which letter of credit will be on terms sufficient to protect the Landlord's interest in the Lands and the Buildings and in a form reasonably satisfactory to the Landlord and will be issued by one of the chartered Banks of Canada; and, upon being entitled to do so, the Tenant will register all such documents as may be necessary to cancel such lien from the Lands and the Buildings, including the Landlord's interest in them.

11.2 Landlord Not Responsible for Liens

It is agreed that the Landlord will not be responsible for claims of builders liens filed by persons claiming through the Tenant or persons for whom the Tenant is in law responsible. The Tenant acknowledges and agrees that the improvements to be made to the Lands are made at the Tenant's request solely for the benefit of the Tenant and those for whom the Tenant is in law responsible.

11.3 Tenant Not Responsible for Other Builders Liens

Notwithstanding the provisions of paragraph 11.1 above, the Tenant shall not be responsible to have released or vacated any builder's liens placed on the Lands as a result of work on the Lands directed by the Landlord or any other person.

12. INSPECTION AND EXHIBITION BY LANDLORD

12.1 Inspection by Landlord

The Landlord and the Tenant agree that it will be lawful for a representative of the Landlord at all reasonable times during the Term to enter the Lands and the Buildings, or any of them and to examine their condition. The Landlord will give to the Tenant notice of any repairs or restorations required in accordance with clause 7.2 and the Tenant will, within 60 days after every such notice or such longer period as provided in subclause 18.2(a), well and sufficiently repair, restore, and make good accordingly.

12.2 Exhibition by Landlord

During the final six (6) months of the Term, the Landlord will be entitled to display upon the Lands the usual signs advertising the Lands and the Buildings as being available for purchase or letting, provided such signs are displayed in such a manner as not to interfere unreasonably with the Tenant's use and enjoyment of the Lands and the Buildings.

13. OBSERVANCE OF REGULATIONS

The Tenant covenants with the Landlord that, notwithstanding any other provision of this Lease to the contrary, throughout the Term the Tenant will comply with all provisions of law, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other government regulations that relate to the construction and erection of the Buildings, to the equipment and maintenance of the Buildings, to the operation, occupation, and use of the Buildings or the Lands to the extent that the Tenant operates, occupies, and uses the Buildings or the Lands, whether by subletting them or any part of them or otherwise, and to the making of any repairs, replacements, alterations, additions, changes, substitutions, or improvements of or to the Buildings, the Lands, or any part of them.

14. INDEMNITY

14.1 Breach, Violation, or Non-performance of Covenants by Tenant

The Tenant will indemnify and save harmless the Landlord, its servants, agents, successors, and assigns from any and all manner of actions, causes of action, suits, damages, loss, costs, builders'

liens, claims, and demands of any nature whatsoever relating to and arising during the Term out of any breach, violation, or non-performance of any covenant, condition, or agreement in this Lease to be fulfilled, kept, observed and performed by the Tenant.

14.2 Injury, Damage, or Loss of Property

Notwithstanding the provisions of Article 6, the Tenant will indemnify and save harmless the Landlord from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the Term out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Lands or the Buildings; and
- (b) any damage to or loss of property occasioned by the use and occupation of the Lands or the Buildings;

however, no provision of this Lease will require the Tenant to indemnify the Landlord against any actions, causes of actions, suits, claims, or demands for damages arising out of the willful or negligent acts or omissions of the Landlord, its servants, agents, or contractors, unless the act or omission involves a peril against which the Tenant is obligated to place insurance, in which case the release and indemnity specified in clause 6.5 absolves the Landlord of all liability with respect to the act or omission.

14.3 Indemnification Survives Termination of Lease

The obligation of the Tenant to indemnify the Landlord under any provision of this Lease with respect to liability by reason of any matter arising prior to the end of the Term, including without limitation under the provisions of clauses 3.1, 6.5, 14.1, and 14.2, will survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.

15. SUBLETTING AND ASSIGNING

15.1 Subletting and Assigning

The Tenant shall be entitled to sublet the Buildings or any portion thereof, in its sole discretion.

15.2 Tenant to Comply with All of Its Obligations in Respect of Assignments, Subleases, Tenancies, and Mortgages

The Tenant will observe and perform all of its obligations incurred in respect of assignments, subleases, agreements for lease, and Mortgages of its leasehold interest in the Buildings, and will not allow any such obligations to be in default; and if any such default occurs, the Landlord may, but will not be obliged to, rectify such default for the account of the Tenant, and any amount paid by the Landlord in so doing, together with all costs and expenses of the Landlord, will be reimbursed to the Landlord by the Tenant on demand plus an administration fee of 15% together with interest at the rate specified in clause 2.5.

16. OBLIGATIONS OF LANDLORD

16.1 Obligations of Landlord

The Landlord shall have the following obligations under this Lease:

- (a) The Landlord shall not use or occupy or permit to be used or occupied the Lands or the Buildings or any part of them for any illegal or unlawful purpose or in any manner that will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested.
- (b) The Landlord covenants with the Tenant that, notwithstanding any other provision of this Lease to the contrary, throughout the Term, the Landlord will comply with all provisions of law, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other government regulations that relate to the to the equipment and maintenance used on the Lands, to the operation, occupation, and use of the Buildings or Lands to the extent that the Landlord operates, occupies, and uses the Buildings or the Lands, and to the making of any repairs, replacements, alterations, additions, changes, substitutions, or improvements of or to the Buildings, the Lands, or any part of them.
- (c) The Landlord will indemnify and save harmless the Tenant, its servants, agents, successors, and assigns from any and all manner of actions, causes of action, suits, damages, loss, costs, builders' liens, claims, and demands of any nature whatsoever relating to and arising during the Term out of any breach, violation, or non-performance of any covenant, condition, or agreement in this Lease to be fulfilled, kept, observed and performed by the Landlord.
- (d) Notwithstanding the provisions of Article 6, the Landlord will indemnify and save harmless the Tenant from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the Term out of:
 - (i) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Lands or the Buildings as a result of activities on the Lands by the Landlord; and
 - (ii) any damage to or loss of property occasioned by the use or operations of the Landlord on the Lands or the Buildings;

however, no provision of this Lease will require the Landlord to indemnify the Tenant against any actions, causes of actions, suits, claims, or demands for damages arising out of the willful or negligent acts or omissions of the Tenant, its servants, agents, or contractors;
- (e) The Landlord shall comply with all Environmental Laws in the construction and operation of the works required to be done by the Landlord under this Lease;

For greater certainty, the obligations of the Landlord described in this paragraph 16.1 are in addition to any other obligations of the Landlord as set out herein.

17. BANKRUPTCY OF TENANT

17.1 Events of Bankruptcy or Receivership

The parties agree that:

- (a) if the Tenant makes a general assignment for the benefit of creditors; or
- (b) if the Tenant institutes proceedings to be adjudicated bankrupt or insolvent or consents to the institution of bankruptcy or insolvency proceedings against the Tenant or files an application or petition or answer or consent seeking re-organization or re-adjustment of the indebtedness of the Tenant under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as may be amended or replaced from time to time, or any law of Canada or any province of Canada relating to bankruptcy or insolvency, or consents to the filing of any such application or petition, or consents to the appointment of a receiver or receiver-manager; or
- (c) if a receiver, interim receiver, receiver-manager, trustee, liquidator, or custodian of all or substantially all of the property of the Tenant or of the Tenant's leasehold interest in the Lands and interest in the Buildings is appointed or applied for by the Tenant or appointed pursuant to an instrument or by order of a court; or
- (d) if a judgment, decree, or order is entered by a court of competent jurisdiction adjudging the Tenant as bankrupt or insolvent or subject to the provisions of the *Bankruptcy and Insolvency Act* or determining that proceedings for re-organization, arrangement, adjustment, composition, liquidation, or any similar relief under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any law of Canada or any province of Canada relating to bankruptcy or insolvency have been properly instituted otherwise than by the Tenant, provided that such judgment, decree or order is not in good faith contested by the Tenant; or
- (e) if any application or petition or certificate or order is made or granted for the winding-up or dissolution of the Tenant, voluntary or otherwise;

then the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee will have the right to disclaim this Lease or to hold and retain the Lands and the Buildings for a period not exceeding six months from the effective date of any such appointment, bankruptcy order, assignment, judgment, decree, order, or the commencement of dissolution or winding-up, as the case may be, or until the expiration of the Term, whichever first happens, on the same terms and conditions as the Tenant might have held the Lands and the Buildings had no such appointment, bankruptcy order, assignment, judgment, decree, or order been made or dissolution or winding-up commenced.

If the receiver, interim receiver, receiver–manager, liquidator, or custodian holds and retains the Lands and the Buildings as aforesaid, he or she will during the specified period either:

- (i) surrender possession at any time and the Term will thereupon terminate; or
- (ii) upon approval of the court as hereinafter provided, sell, transfer, or otherwise dispose of all of the interest of the Tenant in this Lease and the Lands and the Buildings for the remainder of the Term or any part thereof and all of the rights of the Tenant under this Lease, notwithstanding anything to the contrary in Article 15 contained, if the Supreme Court of British Columbia upon the application of such receiver, interim receiver, receiver–manager, liquidator, custodian, or trustee and after 14 days' written notice of such application to the Landlord, approves such sale, transfer, or disposition; or
- (iii) continue as tenant for the balance of the Term remaining provided that the receiver, interim receiver, receiver–manager, liquidator, custodian, or trustee attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of this Lease on the part of the Tenant to be performed and observed.

17.2 Certain Rights of the Parties

The Landlord and the Tenant agree that:

- (a) should the receiver, interim receiver, receiver–manager, liquidator, custodian, or trustee at any time before or after taking possession disclaim this Lease or surrender possession to the Landlord, his or her liability and the liability of the estate of the Tenant and of the Tenant for payment of Rent is limited to the period of time during which the receiver, interim receiver, receiver–manager, liquidator, custodian, or trustee remains in possession of the Lands and the Buildings for the purposes of the trust estate. If the receiver, receiver–manager, liquidator, custodian, or trustee disclaims this Lease or surrenders possession, the Landlord or the Landlord's agents or employees authorized by the Landlord may immediately or at any time thereafter re-enter the Lands and the Buildings without being liable for any prosecution or damages therefor, and may repossess and enjoy the Lands and the Buildings and all fixtures and improvements in and on them, except fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants and that are not part of the Buildings or the Lands; and such receiver, receiver–manager, liquidator, custodian, or trustee will execute a surrender or assignment to the Landlord in registrable form;
- (b) entry into possession of the Lands and the Buildings by the receiver, interim receiver, receiver–manager, liquidator, custodian, or trustee and its occupation by him or her while required for the purposes of the performance of his or her duties in his or her office will not be deemed to be evidence of an intention on his or

her part to retain the Lands and the Buildings, nor affect his or her right to disclaim or to surrender possession pursuant to the provisions of clause 17.1; and

- (c) if after occupation of the Lands and the Buildings, the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee elects to retain it and thereafter sells, transfers, or otherwise disposes of the Lease, the Lands, and the Buildings and all interests and rights of the Tenant in them and under this Lease to a person approved by the court as provided by clause 17.1, his or her liability and the liability of the Tenant and its estate for the payment of the Rent, if any, is limited to the period of time during which he or she remains in possession of the Lands and the Buildings.

17.3 No Abatement of Rent

The receiver, receiver-manager, liquidator, custodian, or trustee will pay to the Landlord for the period during which the receiver, receiver-manager, liquidator, custodian, or trustee, actually occupies the Lands and the Buildings pursuant to clause 17.1 the Rent calculated on the basis of this Lease and payable in accordance with the terms of this Lease.

18. DEFAULT BY TENANT

18.1 Re-entry on Certain Defaults By Tenant

The Landlord and the Tenant agree that, if:

- (a) the Tenant defaults in payment of Rent or any other sums required to be paid to the Landlord by any provision of this Lease, and such default continues for a period of 30 days after written notice of intention to terminate this Lease by reason of such default has been given by the Landlord to the Tenant; or
- (b) the Tenant defaults in ensuring Commencement of Construction or Substantial Completion of the Buildings by the dates specified in clause 4.3, and such default continues for a period of 30 days after written notice of intention to terminate this Lease by reason of such default has been given by the Landlord to the Tenant;

the Landlord or the Landlord's agents or employees authorized by the Landlord may immediately or at any time thereafter re-enter the Lands and the Buildings without being liable to any prosecution or damages therefor and may repossess and enjoy the Lands, the Buildings and all fixtures and improvements on the Lands except fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands, as liquidated damages, without such re-entry and repossession constituting a forfeiture or waiver of the Rent paid or to be paid to the Landlord, all of which Rent may be retained by the Landlord as liquidated damages and not as a penalty (provided however that where the Tenant has defaulted in the Commencement of Construction or the Substantial Completion of the Buildings as specified in subclause 18.1(b) then a portion of the Basic Rent will be refunded to the Tenant as provided in clause 4.4) and without forfeiture or waiver of the covenants to be performed by the Tenant up to the date of such re-entry and repossession.

18.2 Forfeiture on Certain Other Defaults by Tenant

The Landlord and the Tenant agree that, if:

- (a) the Tenant defaults in performing or observing any of its covenants or obligations under this Lease (other than those referred to in clause 18.1) and the Landlord has given to the Tenant notice of such default and at the expiration of 60 days after the giving of such notice the default continues to exist or, in the case of a default that cannot with due diligence be cured within the period of 60 days, the Tenant fails to proceed promptly after the giving of such notice to cure such default; and
- (b) the Landlord desires to re-enter the Lands and to repossess and enjoy the Lands and the Buildings and all fixtures and improvements thereon (except fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Lands and the Buildings);

the Landlord will, unless the Tenant voluntarily surrenders the Lands and the Buildings to the Landlord, apply to the Supreme Court of British Columbia, upon not less than 14 days' notice to all persons interested in the Lands and the Buildings, for an order that either:

- (i) the interest of the Tenant in this Lease and the Lands and the Buildings for the remainder of the Term and all of the rights of the Tenant under this Lease be sold by public auction or private sale on such terms and conditions as the court deems fair and equitable in the circumstances, the proceeds from the sale to be distributed, after all Rent and other money due to the Landlord under this Lease is paid to the Landlord, in accordance with the priorities of the persons interested as aforesaid as ascertained by the court upon inquiry or reference; or
- (ii) the Landlord or the Landlord's agents or employees be authorized to re-enter the Lands and the Buildings without being liable to any prosecution or damages therefor, and repossess and enjoy the Lands and the Buildings and all fixtures and improvements (except for fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands), as liquidated damages, without such re-entry and repossession working a forfeiture or waiver of the Rent and other money paid or to be paid to the Landlord, all of which Rent may be retained by the Landlord as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Tenant up to the date of such re-entry and repossession; and

in ordering such sale or re-entry, the court may direct the Registrar to cancel the Tenant's interest in the Lands and the Buildings, the registration thereof, and any certificate of leasehold charge and this Lease, and issue a new or replacement certificate in the name of the Landlord or the purchaser, as the case may be, free and clear of and from all liens, charges, and encumbrances, whatsoever. The Landlord will not be responsible for any loss to any such person interested that may arise by reason of any such sale or re-entry unless the loss occurs by reason of the wilful neglect or default of the Landlord.

18.3 Remedies of Landlord Are Cumulative

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy will be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified in this Lease or at law or equity. In addition to any other remedies provided in this Lease, the Landlord will be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements under this Lease.

18.4 Waiver by Landlord

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Lease will not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Lease will not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of rent or other moneys due under this Lease with knowledge of any breach of any covenant or agreement by the Tenant will not waive such breach. No waiver by the Landlord will be effective unless made in writing.

19. COVENANTS OF LANDLORD

19.1 Covenant Respecting Charges and Encumbrances

The Landlord covenants with the Tenant that the Landlord has a good and marketable title in fee simple to the Lands and that the Landlord has not at any time prior to the reference date of this Lease made, done, committed, executed, or wilfully or knowingly permitted any act, deed, matter, or thing whatsoever whereby the Lands or any part of the Lands are charged or encumbered in title or estate other than the subsisting exceptions and reservations contained in the original grant of the Lands from the Crown and any restrictive covenants and/or easements and/or rights-of-way in favour of the Landlord or other public bodies that may be registered against the Lands.

19.2 Covenant Respecting Authority to Lease

The Landlord covenants with the Tenant that it now has in itself good right, full power, and authority to lease the Lands to the Tenant in the manner and according to the true intent of this Lease.

20. ARBITRATION

If the Landlord and the Tenant do not agree on any matter that is by any provision of this Lease to be determined by arbitration, such disagreement will be referred to a single arbitrator as agreed by the parties or appointed under the *Arbitration Act* (British Columbia). The arbitration shall be conducted in accordance with the rules of the *Arbitration Act* (British Columbia).

21. CONDUCT ON LANDS AND BUILDINGS

Taking into account that during construction of the Buildings the Lands will be operated as a normal construction site, each of the Tenant and the Landlord covenants and agrees that it will not carry on or do, or allow to be carried on or done upon the Lands or in the Buildings any

work, business, or occupation that may be a nuisance or that may be improper, noisy, or contrary to any law or to any bylaw or to any regulation of the Authority or any enactment of any other government agencies or authorities having jurisdiction for the time being in force.

22. SURRENDER OF LEASE

At the expiration or sooner determination of the Term, the Tenant will surrender the Lands and the Buildings to the Landlord in the condition in which they were required to be kept by the Tenant under the provisions of this Lease, except as otherwise expressly provided in this Lease. The Tenant will not be entitled to any compensation from the Landlord for surrendering and yielding up the Lands and the Buildings as provided.

23. QUIET ENJOYMENT AND OWNERSHIP OF TENANT'S FIXTURES

23.1 Covenant for Quiet Enjoyment

If the Tenant pays the Rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Tenant's part contained, the Tenant will and may peaceably enjoy and possess the Lands for the Term, without interruption or disturbance whatsoever from the Landlord or any other person, firm, or corporation lawfully claiming from or under the Landlord, provided however that nothing in this clause 23.1 will limit the rights of access reserved by the Landlord under clause 7.6, the rights of inspection conferred upon the Landlord by clause 12.1, the right of the Landlord to show the Lands and the Buildings and to post "for rent" or "for sale" signs, pursuant to clause 12.2.

23.2 Ownership of Tenant's Fixtures

The Tenant may confer upon subtenants or occupants of the Buildings the right of property in, or the right to remove fixtures or improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands. The Tenant will make good, or will cause such tenants to make good, any damage to the Buildings caused by any removal of the tenant's fixtures. If any such tenant's fixtures are not removed upon the termination of this Lease, the Tenant agrees to remove them at its cost, if requested to do so by the Landlord, within seven days of the termination of this Lease. If the Landlord does not request that the Tenant remove any such tenant's fixtures, then upon the termination of this Lease they will become the absolute property of the Landlord free of all encumbrances.

23.3 Landlord's Right to Further Encumber

The Landlord hereby reserves the right to further charge the Lands, or any part of them, by way of easement, right of way, or restrictive covenant in favour of a Crown corporation or agency, a municipality, a regional district, or other government agency or authority; and the Tenant agrees, at the request of the Landlord, promptly to execute and deliver to the Landlord such instrument as may be necessary to subordinate the Tenant's right and interest in the Lands under this Lease to such charge.

23.4 Ownership of the Buildings

The Landlord and the Tenant agree that the title to and ownership of the Buildings and all alterations, additions, changes, substitutions, or improvements to them will at all times during the

Term be vested in the Tenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Buildings in the Landlord as owner of the freehold. The title to and ownership of the Buildings will not pass to or become vested in the Landlord until the expiration of the Term either by forfeiture, default, or lapse of time under the terms of this Lease, in which event the Buildings will become the absolute property of the Landlord free of all encumbrances.

24. OVERHOLDING

The Tenant covenants and agrees with the Landlord that if the Tenant holds over and the Landlord accepts Rent after the expiration of the Term, the new tenancy thereby created will be a tenancy from month to month, at a rent that is the Fair Market Rent of the Lands as agreed between the Landlord and the Tenant, or, failing such agreement, as determined by arbitration pursuant to Article 20, and not a tenancy from year to year and will be subject to the covenants and conditions in this Lease so far as they are applicable to a tenancy from month to month.

25. NOTICE

All notices, demands, and requests that may be or are required to be given pursuant to this Lease will be in writing and will be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed prepaid and registered addressed to the parties at the addresses set out on the title page of this Lease, or such other addresses as the parties may from time to time advise by notice in writing. Mortgagees of this Lease will supply their respective mailing addresses to the Landlord and the Tenant. The date of receipt of any such notice, demand, or request will be deemed to be the date of delivery if such notice, demand, or request is served personally or if mailed on the second business day following the date of such mailing, provided however that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown of postal service, or other labour dispute that affects the delivery of such notice, then such notice will be deemed to be received when actually delivered.

26. ENVIRONMENTAL

26.1 Environmental Provisions

The Tenant covenants and agrees with the Landlord to:

- (a) develop and use the Lands and Buildings only in compliance with all Environmental Laws;
- (b) permit the Landlord to investigate the Lands and Buildings, any goods on the Lands or Buildings, and the Tenant's records at any time and from time to time to verify such compliance with Environmental Laws and this Lease;
- (c) not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the Lands or Buildings without notifying the Landlord in writing and receiving prior written consent from the Landlord, which consent may not be unreasonably or arbitrarily withheld;
- (d) promptly remove any Environmental Contaminants from the Lands or Buildings in a manner that conforms to Environmental Laws governing their removal; and

- (e) notify the Landlord in writing of:
 - (i) any enforcement, clean-up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Tenant, the Lands, or the Buildings pursuant to any Environmental Laws;
 - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Tenant, the Lands, or the Buildings relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and
 - (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Lands or Buildings or any real property adjoining or in the vicinity of the Lands that could subject the Tenant, the Lands, or the Buildings to any fines, penalties, orders, or proceedings under any Environmental Laws.

26.2 Landlord May Make Inquiries

The Tenant hereby authorizes the Landlord to make inquiries from time to time of any government authority with respect to the compliance by the Tenant with Environmental Laws, and the Tenant agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information.

27. MISCELLANEOUS

27.1 Certificate of Good Standing

The Landlord and the Tenant agree that at any time and from time to time upon not less than 15 days' prior request by the other party, each will execute, acknowledge, and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the Rent and other charges have been paid, and the request will specify the charges in respect of which such information is required; and
- (c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular inquiries, the party who requests the statement is not in default under any provisions of this Lease, or if in default, the particulars of the default.

27.2 Time Is of the Essence

Time is of the essence of this Lease.

27.3 No Modification

This Lease may not be modified or amended except by an instrument in writing of equal formality as this Lease executed by the Landlord and the Tenant or by the successors or assigns of the Landlord and the successors or permitted assigns of the Tenant.

27.4 Successors and Assigns

It is agreed that these presents will extend to, be binding upon, and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the successors and permitted assigns of the Tenant.

28. SPECIAL PROVISIONS

28.1 Right of First Refusal to Purchase

The Landlord hereby grants the Tenant a Right of First Refusal to Purchase the Lands on the following terms:

(a) Receipt of Offer

If the Landlord receives an offer from any third party to purchase the Lands that the Landlord is willing to accept, or if the Landlord is willing to make an offer to any third party to sell the Lands (individually, an "Offer to Purchase" or an "Offer to Sell", as the case may be, and referred to in this Section as an "Offer"), then:

- (i) prior to accepting an Offer to Purchase, the Landlord shall send a true copy of the Offer to Purchase to the Tenant, who shall have a period of ten (10) business days from receipt of the Offer to Purchase to notify the Landlord in writing that the Tenant is willing to purchase the Lands on terms and conditions substantially the same as those contained in the Offer to Purchase;
- (ii) prior to delivery of an Offer to Sell, the Landlord shall send a true copy of the Offer to Sell to the Tenant along with an appraisal prepared by a qualified appraiser having at least 5 years' experience in the Kootenay Boundary region which appraisal shows the fair market value of the Lands and Improvements to be within 5% plus or minus of the price set out in the Offer to Sell, and the Tenant shall have a period of ten (10) business days from receipt of the Offer to Sell to notify the Landlord in writing that the Tenant is willing to purchase the Lands and Improvements on terms and conditions substantially the same as those contained in the Offer to Sell;
- (iii) the notice by the Tenant to the Landlord of the Tenant's willingness to purchase the Lands and Improvements as described above is referred to as an "Acceptance". "Accepted" has a corresponding meaning; and
- (iv) The Tenant shall have the right to complete the purchase of the Lands through a nominee corporation that is an affiliated entity of the Tenant.

(b) Acceptance of Offer

If the Tenant delivers an Acceptance, then the Tenant shall be obligated to purchase and the Landlord shall be obligated to sell the Lands on terms and conditions substantially the same as those contained in the Offer to which the Acceptance relates.

(c) Non-Acceptance of Offer

If the Tenant does not deliver an Acceptance, then the Landlord may accept or deliver the applicable Offer, as the case may be, and may close the transaction provided for in the applicable Offer, on terms and conditions not more favourable to the Landlord under the applicable Offer than those contained in the true copy of the applicable Offer delivered to the Tenant for its consideration, within 6 months from the expiry of the notice period referred to above. If the transaction provided for in the applicable Offer does not close for any reason within such 6 month period, the Landlord shall re-submit the Offer to the Tenant for its consideration and, should the Tenant choose, Acceptance, in accordance with the foregoing.

(d) Termination of Right of First Refusal

If the Tenant does not accept an Offer and the Landlord completes the sale of the Lands, then, effective at the time of the completion of the transfer of the Lands to a third party purchaser, this right of first refusal shall terminate and be of no further force and effect.

(e) Expiration of Right of First Refusal

This right of first refusal shall expire at the end of the Term of the Lease (including any renewal term hereof).

28.2 Option to Purchase

- (a) Provided the Tenant duly and regularly pays the Basic Rent and has consistently performed all of its obligations under this Lease punctually and in accordance with this Lease, and is not otherwise in default under this Lease on the date it exercises this option (the "Option") the Tenant will have the option to purchase the Lands free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown; registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities and any existing tenancies for the purchase price and on the terms set out below.

- (b) This Option may be exercised by delivery of written notice by the Tenant to the Landlord (the "Notice") at any time during the Term hereof.

Upon the exercise of this Option the Tenant will deliver to the Landlord a deposit (the "Deposit") in the amount of Fifty Thousand (\$20,000) Dollars, which will be applied to the Purchase Price on completion or, if the Tenant fails to complete the purchase of the Lands and Building, will be retained by the Landlord as liquidated damages.

- (c) Following the delivery of the Notice, representatives of the Landlord and Tenant shall

use their best efforts to negotiate a purchase price for the Lands. In the event that the parties have not agreed on a purchase price by the date that is thirty (30) days following the delivery of the Notice, the Landlord and the Tenant will jointly engage a reputable real estate appraisal firm acceptable to both parties to appraise the value of the Lands as though it were a vacant parcel of property and without consideration for the value of the Buildings located thereon. The cost of such appraisal shall be borne equally by the Landlord and the Tenant. The value of the Lands as determined by such appraisal shall be the Purchase Price.

- (d) This Option will be irrevocable within the time provided for its exercise unless this Lease is terminated, surrendered, or otherwise determined prior to the Exercise Date. If this Option is not exercised within the time and in the manner described in this Article, this Option will be null and void and no longer binding upon the parties. This Option shall automatically terminate upon the delivery by the Landlord to the Tenant of an Offer under paragraph 28.1(a) hereof.
- (e) Upon this Option being exercised, this Option will become a binding contract of purchase and sale of the Lands to be completed in accordance with the following terms:
 - (i) The closing date (the "Closing Date") for the purchase and sale will be on or before the date that is sixty (60) days following the agreement of the parties as to the purchase price or the date the real estate appraisal is delivered to the parties by the appraiser, as the case may be, or, if such date is not a business day, on the next succeeding business day.
 - (ii) The Tenant will cause its solicitors to prepare and present to the Landlord's solicitors for approval by the Landlord, at least five Business Days prior to the Closing Date, all documents reasonably required by the Tenant's solicitors to complete the purchase in accordance with standard real estate conveyancing practise (the "Closing Documents").
 - (iii) Provided the Closing Documents are delivered to the Landlord's solicitors, as set out above, the Landlord will deliver, or cause to be delivered, the Closing Documents to the Tenant's solicitors duly approved or executed in registrable form, as appropriate, no later than the day immediately prior to the Closing Date.
 - (iv) The Tenant will be responsible for all taxes, rates, assessments and other charges and will be entitled to receive all income relating to the Lands from and including the Closing Date, and all adjustments, both incoming and outgoing, of whatever nature will be made as of 12:01 a.m. on the Closing Date, and the Purchase Price will be adjusted accordingly.
 - (v) The Tenant will deliver the Purchase Price, as adjusted, to the Landlord on or before 4:00 p.m. on the Closing Date.
 - (vi) Provided the Purchase Price, as adjusted, is delivered by the Tenant to the Landlord in accordance with this Article, vacant possession of the Lands, free and clear of all liens, charges, and encumbrances except the Permitted Charges, will be given by the Landlord to the Tenant at 5:00 p.m. on the Closing Date, subject to the Landlord's right to use the Purchase Price to discharge

encumbrances from title within a reasonable period of time following the Closing Date; and the Tenant will pay or cause its solicitors to pay the adjusted Purchase Price to the Landlord's solicitors in trust on their undertaking to attend to the discharge any such encumbrances.

- (f) The closing will occur on the Closing Date in the offices of the Tenant's solicitors. All documents and cheques to be delivered by the Tenant and the Landlord on the Closing Date, except the Transfer, will be tabled at that office until the Transfer has been filed for registration in the land title office and the Tenant's solicitors have received a post-application title search showing that the Transfer will be registered in the usual course in the name of the Tenant, subject only to any permitted charges and other charges granted by the Tenant. On completion (the "Completion") of that satisfactory post-application title search, all documents and cheques will be released to the respective parties. It will be a condition of closing that all matters of payment, execution, and delivery of documents by each party to the other and acceptance for registration of the Transfer in the land title office will be deemed to be concurrent requirements, and nothing will be completed at the closing until all requirements of closing have been met. The Tenant may wait until registration of the Transfer, together with any new mortgage upon which the Tenant relies to finance the purchase, and until the receipt of the proceeds of that mortgage before paying the Purchase Price to the Landlord, provided nothing permitted by this clause will delay or extend the date or time by which the Purchase Price will be required to be paid to the Landlord.
- (g) The Lands will be at the risk of the Landlord until the time the Transfer is deposited for registration in the land title office, and thereafter at the risk of the Tenant.
- (h) The Tenant will bear the cost of registration of the Transfer. The Landlord will bear the cost, if any, of clearing title to the Lands of any encumbrances other than permitted encumbrances. Each party will bear its own legal costs.
- (i) The Landlord represents to the Tenant as follows:
 - (i) The Landlord will have good and the marketable title to the Lands on the Closing Date, free and clear of all liens, charges, and encumbrances except permitted encumbrances.
 - (ii) The Landlord is a "resident" of Canada for the purposes of the *Income Tax Act* (Canada).
- (j) The Landlord will deliver to the Tenant, upon the Closing Date, copies of any consulting reports, cost reports, plans, working drawings, engineering drawings and reports, architectural drawings, mechanical, electrical or structural reports, surveys, soil tests, and geotechnical or environmental and any other information pertaining to the Property that is in the Landlord's possession or control, including any development permits and building permits relating to the Lands; and upon the completion of the purchase resulting from the exercise of this Option, the Landlord will assign its interest, if any, in such items to the Tenant to the extent such interest is assignable.
- (k) The parties will each deliver or cause to be delivered to the other all such further

documents and assurances as may be reasonably required to give full effect to the transactions contemplated by this Option.

- (l) Money must be tendered by solicitor's trust cheque or bank draft.
- (m) Notwithstanding any other provision in this Lease, this Option will terminate and be of no further force or effect if this Lease is terminated, surrendered, or otherwise determined for any reason.
- (n) This Option is not assignable by the Tenant without the consent of the Landlord, which may be withheld in the Landlord's sole discretion unless the assignment is in conjunction with an assignment of all of the benefit and advantage to be derived from this Lease.
- (o) Any notice or communication required to be given under this clause will be given in accordance with the provisions of paragraph 25 of this Lease.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ROCK CREEK RIVERSIDE HOLDINGS LTD.

BY: _____
Authorized Signatory

BY: _____
Authorized Signatory

WEST BOUNDARY COMMUNITY SERVICES COOPERATIVE ASSOCIATION

BY: _____
Authorized Signatory

BY: _____
Authorized Signatory

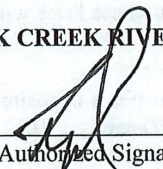
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documents and assurances as may be reasonably required to give full effect to the transactions contemplated by this Option.

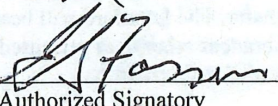
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- (m) Notwithstanding any other provision in this Lease, this Option will terminate and be of no further force or effect if this Lease is terminated, surrendered, or otherwise determined for any reason.
- (n) This Option is not assignable by the Tenant without the consent of the Landlord, which may be withheld in the Landlord's sole discretion unless the assignment is in conjunction with an assignment of all of the benefit and advantage to be derived from this Lease.
- (o) Any notice or communication required to be given under this clause will be given in accordance with the provisions of paragraph 25 of this Lease.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ROCK CREEK RIVERSIDE HOLDINGS LTD.

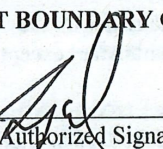
BY: 
Authorized Signatory

June 14 '19

BY: 
Authorized Signatory

June 14 '19

WEST BOUNDARY COMMUNITY SERVICES COOPERATIVE ASSOCIATION

BY: 
Authorized Signatory

June 14 '19

BY: 
Authorized Signatory

June 14 '19

MEMORANDUM OF UNDERSTANDING (MOU)

Regarding Development of a Value Added Meat Facility in Rock Creek, BC

1. **Parties.**
 - a. **Magnum Meats**
 - b. **West Boundary Community Services Co-operative Association (The Co-op)**
 - c. **Riverside Holdings Ltd.**
2. **Purpose:** To work towards development of a leasehold building on the Riverside Holdings Property to serve as a meat value-added facility for Magnum Meats in order to meet the goals of all three parties to strengthen the local economy, create jobs and to meet a need in the market.
3. **Term of MOU:** 1 year or until a Lease Agreement is negotiated or until all parties determine that the goal is not attainable by signature to that effect, at which time this MOU would no longer remain in force.
4. **Responsibilities:**
 - a. **Magnum Meats:** To provide relevant information about their business and aspirations to the other parties in this MOU through Sandra Mark as agent for the Co-op. To guide development of a design and provide specifications for the planned building to ensure they meet Interior Health regulations. To agree to lease the building for a 10 year renewable term once completed according to the plans that are jointly developed. Magnum will be focused on requirements for the interior of the building. The Co-op will be focused on the exterior of the building to accord with other buildings planned for the site.
 - b. **West Boundary Community Services Co-operative Association:** To work with Magnum Meats to source funding to finance the building with the goal of ensuring that the lease costs are within the budget laid out in the Business Plan for Magnum Meats. To provide assistance to Magnum Meats to source financing for their own equipment for the new building.

To manage construction according to the agreed upon design specifications, to own and to manage the building.

- c. **Riverside Holdings, Inc.** Riverside Holdings, Inc. agrees to allow the Co-op to build the building on their land under the provisions of their land lease with the Co-op. Riverside Holdings, Inc. agreement to the design will be required as per the Co-op's Lease

5. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. This is a non-binding agreement stating the intent of all parties and will be carried out in good faith.

C. Entirety of Agreement. This MOU, consisting of 4(four) pages, represents the entire agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. 'Third Party' Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

- 6. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this Document.

SIGNATURES:

Magnum Meats:

Signature

Date

Print name

Signature

Date

Print name

Riverside Holdings, Inc.

Signature

Date

Print name

Signature

Date

Print name

West Boundary Community Services Co-operative Association

Signature

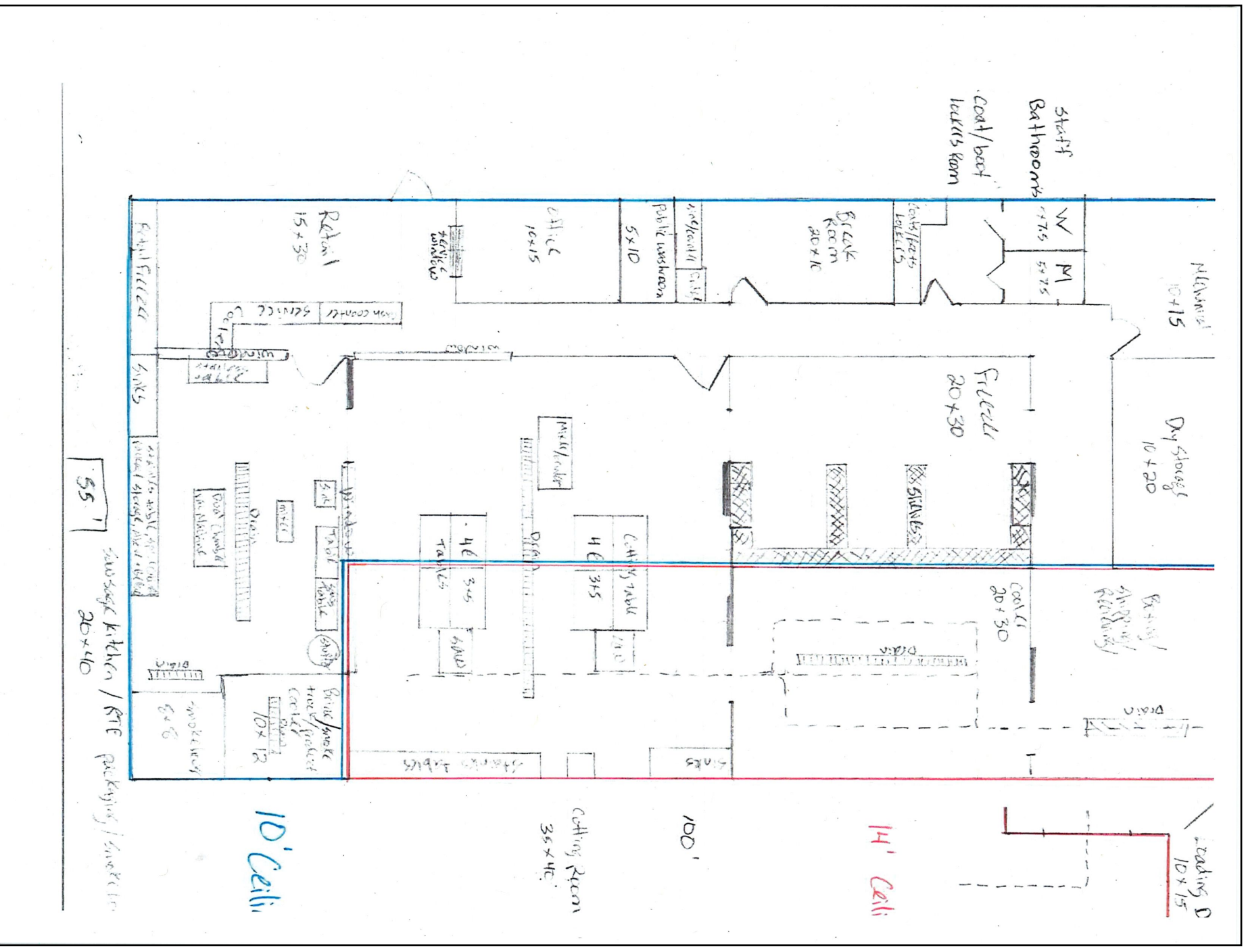
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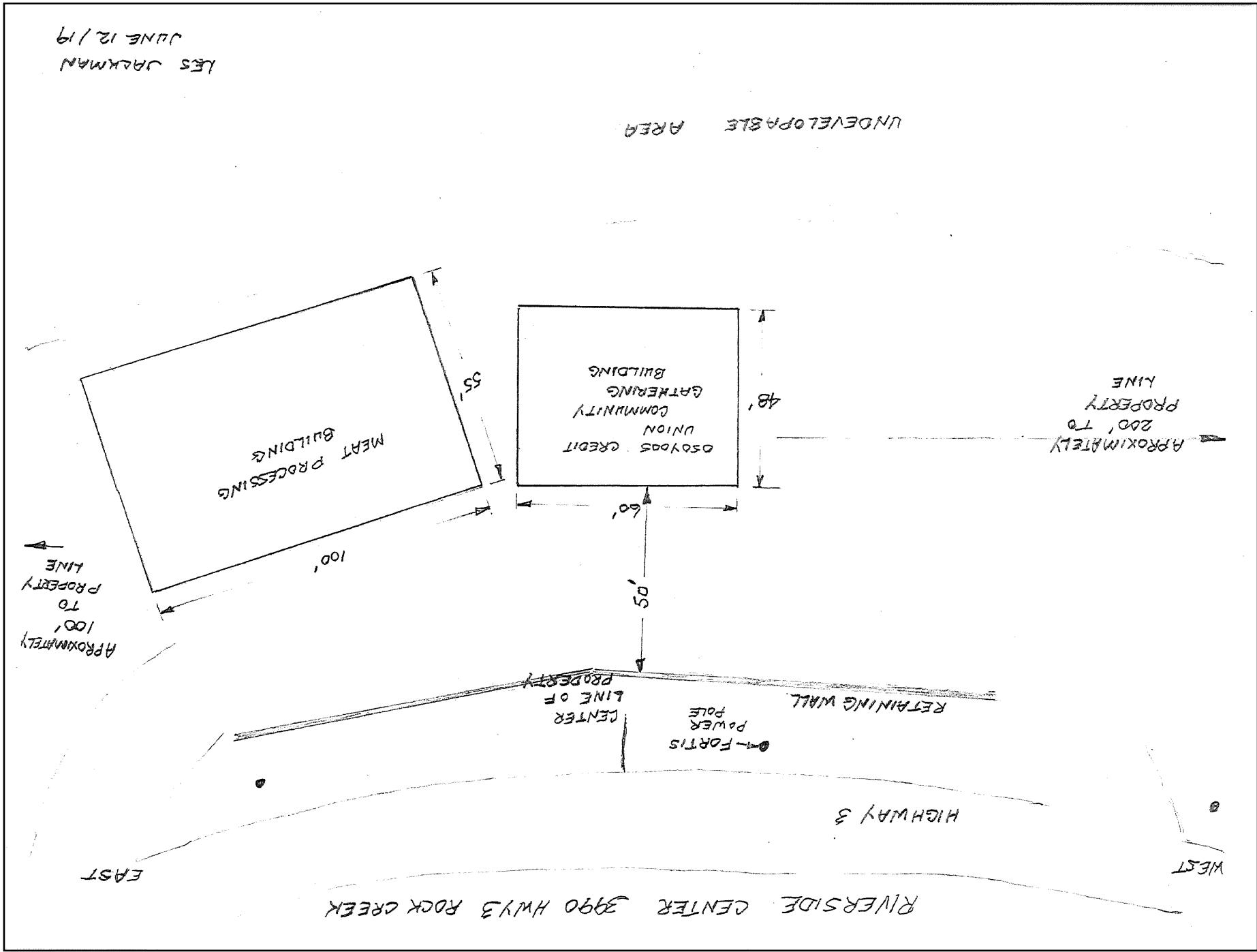
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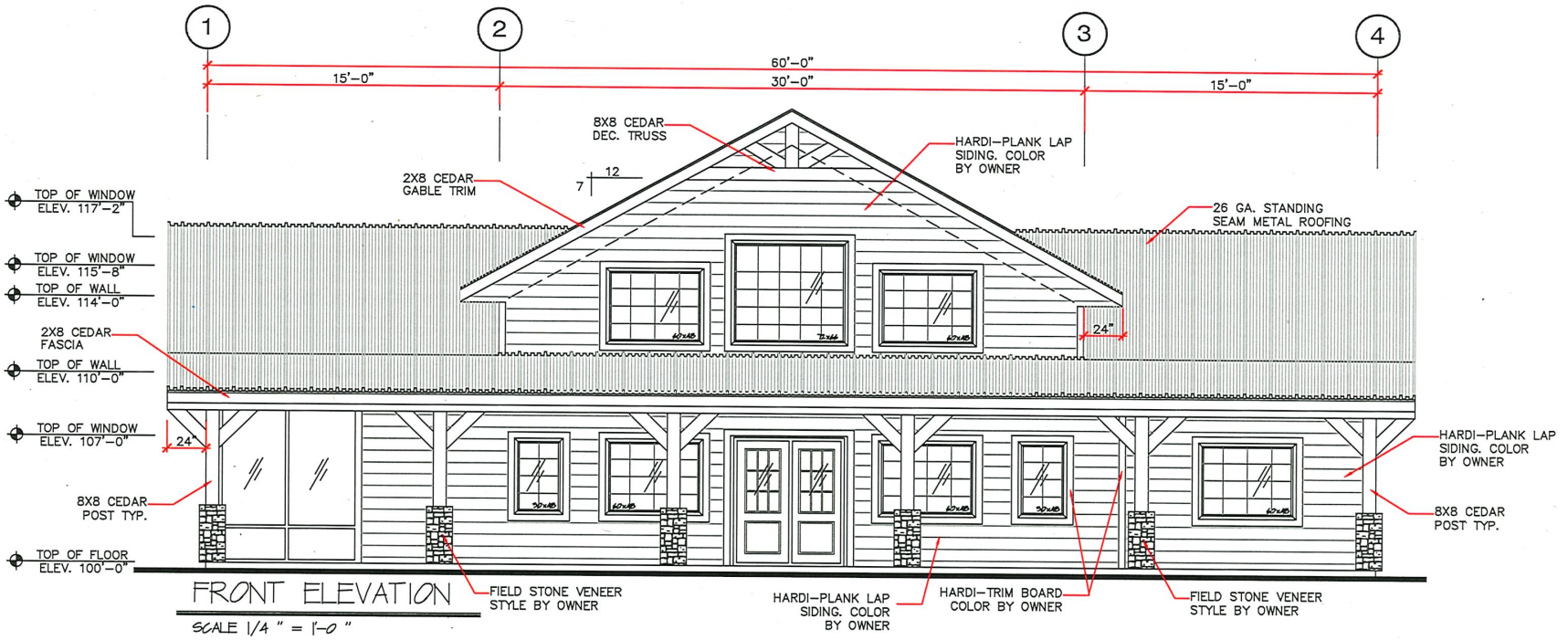
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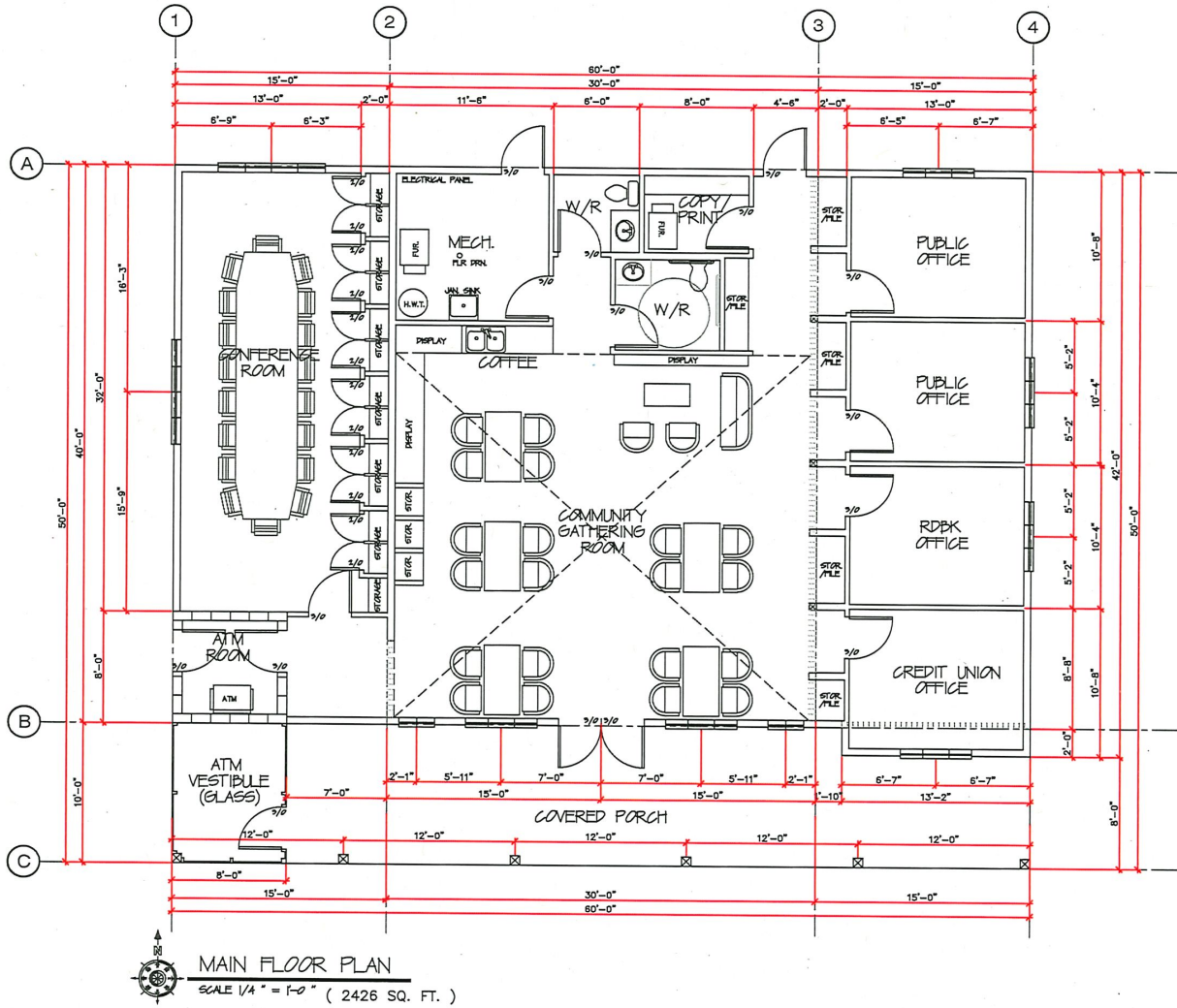
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Kettle Valley Food Coop
Box 207
125A Market Street
Grand Forks, BC
V0H1H8

To Whom it may concern;

The Kettle Valley Food Coop was created in 2009 as an adjunct to the Grand Forks and Boundary Region Agriculture Society. Our memorandum of association states, in part, that we will provide access to quality agricultural products grown in the Kettle River Valley and surrounding areas by linking producers and consumers through processing opportunities, marketing activities and any other activity that will build on the viability of the local agricultural sector while sustaining the environmental integrity of the region.

Our mission has been to promote local, high quality, sustainable food production that boosts the economic health of local farmers by connecting local consumer members with producer members. We have been doing this via an online ordering system that allows individual producer members to list their products and consumer members to place their orders and once a week pick them up at a distribution centre. The Coop is currently running on 95% volunteer hours, has around 340 members and a good deal of community support. We are at a point where scaling up our operation is the next logical step. The problem is that there is no longer a middle ground for scale for our producer members.

One of the challenges that our experience thus far has identified is a need for additional meat value added services in the Boundary area. Small scale poultry and lamb/pork/beef producer members of our Coop have no capacity to scale up to meet existing demand for their products because of the lack of processing infrastructure in the area.

We also see a need to provide marketing opportunities for agricultural producers of the Kettle River Valley and surrounding areas by initiating distribution and marketing campaigns that promote Kettle Valley grown food. There is a real gap in the availability of these resources for small producers

The services proposed by the Boundary Country Food Hub would provide a catalyst to expand the sustainable food system in our area, address some food security issues and strengthen the local economy by creating jobs and keeping food dollars in our region.

Sincerely,

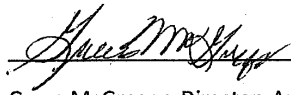
David Turner
Vice President, KVFC

Support from Boundary political jurisdictions for value added services in agricultural sector

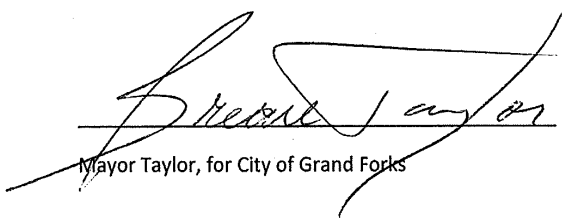
The 2018 Boundary Area Food and Agriculture Plan was funded and developed by the Regional District of Kootenay Boundary and Interior Health. A region wide advisory committee was created (Boundary Area Food & Agriculture Committee). Interior Health continues to work with the RDKB. The plan is overseen by the Boundary Community Development Committee. It has received support of all Electoral Areas and municipalities in the Boundary.

The jurisdictions listed below acknowledge:


- the urgent need for meat value-added services in the Boundary
- the importance of farmers to be able to scale up their production to meet existing demand
- the importance of farmers to have the opportunity to add value to their products to increase their income and stretch sales throughout the year
- the need for professional food consulting services to support food processing enterprises


 Grace McGregor, Director, Area C (Christina Lake)

June 18 2019
 Date

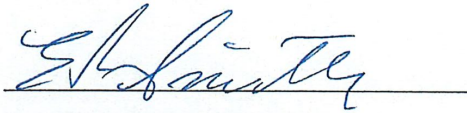

 Mayor Taylor, for City of Grand Forks

June 27, 2019
 Date


 Roly Russell, Director, Area D (Rural Grand Forks)

17 JUNE 2019
 Date

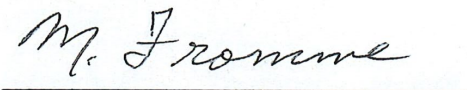
Support from Boundary political jurisdictions for value added services in agricultural sector



Mayor Smith, for City of Greenwood

JUNE 24, 2019

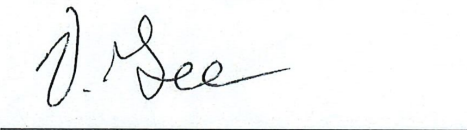
Date



Mayor Fromme, for Village of Midway

June 18, 2019

Date



Vicki Gee, Director, Area E (West Boundary)

Jun 17 '19

Date



May 29, 2019

Rachael Roussin
 Coordinator, Kootenay & Boundary Farm Advisors
 Email: coordinator@kbfa.ca
 Phone: 250-231-2034

Greg Sol, President
 West Boundary Community Services Co-operative Association
 Box 193 Rock Creek, BC V0H 1Y0

Dear Greg:

I am the Coordinator of the Kootenay & Boundary Farm Advisors Program that provides producers with free, technical production support and information from a network of specialized resources and experts. Our program is funded by a four-way partnership with the regional districts of the East Kootenay, Central Kootenay, Kootenay Boundary and Columbia Basin Trust.

Through my work advising farmers in the Boundary Area, I concur with the results of the Boundary Agriculture and Food Plan's need for increased cut and wrap service. Without an expansion of this service, meat producers are restricted to both production and marketing opportunities. I am encouraged by some very energetic new entrants to meat production in our area and have high hopes for their interest in producing specialty meat products that are in demand in the market.

I am encouraged that your Co-op is building the Riverside Centre building. I will be a regular user of the space to meet farmers and ranchers and others and as a base to coordinate workshops and field days.

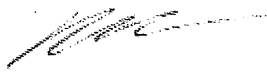
The mandate of our program is to support producers to improve agricultural production and efficiency by helping find solutions to farm-specific production issues, coordinating educational events and connecting producers to information. As an in-kind contribution our program can coordinate two field days (or workshops) in 2020 that relate to topics such as grass finished

beef, forage, soils or other suitable topics related to agricultural production. These workshops will be free to participants and amount to approximately \$15,000 in value.

KBFA also works one-on-one with producers for technical production issues and connects farmers to experts and researchers. These services can be leveraged to support the goals of the West Boundary Community Services Co-operative Association as they relate to agricultural production.

I look forward to working with you on this very important initiative for our area.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rachael Roussin', with a stylized flourish at the end.

Rachael Roussin

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Young B.C. couple carve out success in short-line abattoir, Magnum Meats

A cut ahead

With farm support, here's how this young couple beat the odds to open a successful short-line abattoir

By [Madeleine Baerg](#)

Published: January 15, 2019
Guide Business, Livestock

If chat starts to lag at a get-together with strangers, Chad and Erika Maarhuis know just how to get a conversation started: they casually mention their day jobs. First, there's a few seconds of silence. Then the questions start.

"Really?" (Yup).

"Isn't that gross?" (Nope).

"What's it like?" (It's a job, but one we care incredibly passionately about).

The Maarhuises run Magnum Meats, one of B.C.'s few small-scale, provincially inspected abattoirs and meat cutting shops. Theirs is a thriving, growing, almost overwhelmingly busy business in Rock Creek, B.C., a tiny town in B.C.'s southern interior.

Both because Magnum Meats is known for top-notch product and because few abattoirs exist, small- and mid-sized producers drive long distances and book literally months in advance to get their livestock processed at Magnum's facilities.

"People's mindset is that it's a dirty industry, that it's all blood and guts and gore. It's not like that at all. Everything is so, so clean," says Erika.

It's also not the huge scale operation many assume all slaughterhouses are. On a big day, Magnum Meats' slaughter facility can process 10 cows, 30 lambs, or 15 hogs.

They know it isn't a business that most in their demographic would choose for themselves. It's been anything but an easy road. And Erika certainly didn't start off in this direction ("This was Chad's dream. Not mine at all," she says).

Still, catch them on a good day and they'll both vehemently tell you that, despite the long hours, the regulations, the mental and physical demands, the stress, and the near-constant struggle for employees and space, they (usually) wouldn't want to be anywhere else.

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In 2004, Chad — newly married, unemployed and not sure of his next steps — decided to apply for a job few of his peers might take: working at a huge abattoir in Chilliwack, B.C. He quickly realized he had a future in the meat cutting business: he liked the physicality and precision of the work and, having once been out of work, he liked knowing meat cutting would make him always employable.

The plant's lead hand, with whom he quickly became good friends, committed to teaching him the business. But given the size of the plant, Chad realized it would take him literally years to learn it all. To fast-track to a real career in meat cutting, he needed to go back to school.

Fresh out of Thomson Rivers University's meat cutting program a year later, Chad spent a few months learning the ropes of retail sales in a butcher shop in Abbotsford, B.C. Then, an offer — which seemed randomly convenient at the time but which has since proven pivotal — came from left field.

Erika's parents had vacationed in a blink-and-you'll-miss-it rural town in B.C.'s southern interior. A family friend in that town was in the process of semi-retiring from the meat cutting business, and mentioned to Erika's parents that he'd be willing to take Chad on for some work experience. The volunteer gig turned into a job. Two years later, the job turned into an offer to sell Chad and Erika the business.

"We had nothing to lose so we figured we might as well just give it a go," says Erika.

Helped along by a \$2,000 scholarship from SaveOn Foods because Chad was the top student in TRU's meat cutting class, the Maarhuises became the proud — and, in hindsight, very naïve — owners of Magnum Meats.

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"It was such a relief to know we had finally been heard," Chad says of the day they finally learned Magnum Meats was on track to becoming licensed. photo: Shari Saysomsack

They started with no staff. The previous owner, Jim, helped out on weekends and when the couple was impossibly busy. Still, they were running hard seven days a week.

"Chad was putting in 70 to 80 hours a week; I was doing 50 hours a week and we'd have baby Montana in the shop beside us. We'd give her baths in the big sink in the shop at 10 at night because that's what had to happen," says Erika.

And then, from seemingly one moment to the next, everything got thrown in the air.

Chad and Erika's entry into the business coincided with a very rocky period in B.C.'s abattoir and meat cutting history. Back a handful of years before, the provincial government had begun to bring in new regulations around meat handling in response to Canada's 2003 bovine spongiform encephalopathy (BSE) outbreak.

In 2009, meanwhile, Ottawa tasked the Canadian Food Inspection Agency (CFIA) with conducting inspections on all abattoirs across the province. CFIA demanded heavily bureaucratic federal standards that would prove an impossibility for most of B.C.'s many small abattoirs. As well, CFIA put an end to meat shops cutting farm-slaughtered animals.

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Within a year of the CFIA take-over, abattoirs across B.C. began to shut down, and the province's many small meat shops, left with no meat to cut, were forced to follow suit. From a total of between 200 and 300 plants spread across the province, suddenly only a couple of dozen remained.

"It was a do-or-die situation. We had just taken over the cut and wrap shop. Now suddenly we were facing a rule in B.C. that you had to use an inspected abattoir facility. We had hired people who were depending on us. We had to make it work," says Chad.

Though the Maarhuises had planned that they'd eventually consider investing in a slaughter plant, "eventually" suddenly became "right now."

Conveniently, a slaughter facility existed barely two blocks down the road. Even better, the owner was willing to sell. Incredibly inconveniently, however, the owner had, in a fit of huge frustration and stress over the new CFIA regulations, just relinquished his kill license.

"He could have transferred the license to us and we could have just kept the plant right on going. But, he gave it up — he just snapped and gave it up — and because of that, we had to start from scratch," says Chad.

Qualifying for a new license meant meeting a tortuously long set of new standards rather than being grandfathered under an existing license. Even at the time, the couple realized that was bad, although they didn't realize how bad.

"We assumed that, if he'd been allowed to slaughter for four years with an inspector, the facility might require some upgrades but it couldn't be that big a deal," says Erika. "We thought it would be so easy. We had all these ranchers waiting on us. Agriculture in our area was really starting to thrive. We assumed that by fall we'd be licensed and ready to go."

They assumed wrong.

CFIA outlined its list of demands. "CFIA didn't want us to be successful," says Chad. "They knew the province was taking over inspection as of January 1 (the next year) and, because we were looking for licensing the summer before that, they didn't want to go through the hassle. They just wanted us to go away. It blew our minds how negative it was for us to start up again."

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"We thought it would be so easy," Erika says. "We had all these ranchers waiting on us." photo: Shari Saysomsack

Months of hair pulling, hand wringing and wallet stretching later, licensing still floated just out of reach.

"We had so much support from ranchers behind us: that was only reason we stayed in. They needed us to stay in," says Chad.

They encouraged their customers to phone their MLAs, the Regional District, the B.C. agriculture minister, even Premier Christie Clark.irate ranchers, frustrated by a costly new regulatory burden and now facing the potential of losing their only cut and wrap option, started making calls.

"The support we had behind us, it was incredible. Everyone was calling politicians like crazy," says Chad. "One of our ranchers told the politicians: if a license doesn't come through by (Rock Creek's late September) Fall Fair, we're going to call every newscaster, kill everything illegally, document it all, and show just how impossible this corner is we've been backed into."

No one knows if it was that threat that finally caught the attention of someone with political power. What the Maarhuises do know is that, bright and early the next Sunday morning, B.C.'s minister of agriculture called them personally.

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"He said: 'There's quite a ruckus going on out there, I hear. What can I do to help?' It was such a relief to know we'd finally been heard," says Chad.

Miraculously, the rocky path ahead smoothed. The Maarhuises still had to battle their way through a mountain of paperwork, but finally they had direction and an assurance of light at the end of the very long licensing tunnel.

Just before Fall Fair, they were cleared for their first test kill. The ag minister sent a representative to make sure the process ran smoothly; CFIA's regional lead and the head of B.C.'s Centre for Disease Control joined the party too.

And that was that: after months of intense stress, the Maarhuises were finally and officially in the slaughter business.

Agriculture is full of "If only I'd known!" moments. The Maarhuises' is this: less than four months after their first test kill, the province took over slaughter inspection from the CFIA. While appropriately strict in terms of food safety, the province's attitude towards inspection was one of support and teamwork right from the get-go.

"If the province had done the inspections from the beginning instead of CFIA doing them, most of the plants that shut down would still be running. They came in with a way more common-sense approach. The end result is still food safety, but they are way more helpful. It was night and day," says Erika.

While having little competition is usually a good thing, the regulatory difficulties that cropped up during the CFIA-inspection years mean the Maarhuises have worrisomely little competition. Equally worrying, however, is the B.C. government's proposed fix to the lack of slaughter capacity currently available in the province.

"Right now, the B.C. government wants to support anyone who wants to do this sort of thing. The government really wants to feed local. So, now they have to backtrack because so much has been shut down due to the impossible regulations that CFIA put in place while they handled the inspections," says Chad. "The worry now with the new government is that it seems they might be spearheading a move to go backwards in food safety."

Specifically, the government is considering allowing an increased number of Class D and E slaughter licenses. These licenses would allow farmers who live more than 200 kms from an inspected slaughter facility to kill on-farm and then legally sell uninspected meat.

The Maarhuises worry that, if any food safety issue arises, the Class D and E facilities (usually small farms who have a vested interest in selling the animals they've raised and now killed), have no inspector on-site.

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"We've had animals condemned by an inspector who goes through the organs, the cheek meat, the lymph nodes, etc., to see if it's fit for human consumption. If something were to happen, if something got through that shouldn't, it could put a black flag on all of us. And that's not just domestically: it could be an issue with borders and export too. Traceability and inspection came in because of wanting to keep our borders open. If we can't sustain those things, keeping our borders open becomes a concern too," says Erika.

While the Maarhuises acknowledge capacity is an issue in regions with no slaughterhouses, they point out capacity is also a serious issue for them, in spite of their facilities.

"You always hear about slaughter capacity. That's not at all the issue for us. We can kill at least eight times what we do. Our issue is we can't cut any more than we do right now: we don't have the freezer space, the infrastructure, the people. What we can kill in two days is more than we cut in a week," says Chad.

"We're constantly being pushed to grow. When you can't meet farmers' needs, it feels like you're letting people down. We have to say no, though, because though we can kill for a farmer, we just don't have the capacity to do enough cutting," says Erika.

Though their dream from the get-go was to build a bigger, better cut and wrap shop, the decision to buy the abattoir means that project will have to stay on the back burner for at least a few years more.

Scaling up is something they're trying to do — they invested in a huge quick-chill drip cooler this summer — but cooler and work space, as well as manpower will continue to be the biggest stumbling blocks, especially because they operate in a very small town. They're doing their best to tackle that challenge in creative ways: first by taking on lower-return work (i.e. poultry) that allows them to keep staff on more of the year, and second by hiring long-term staff rather than best-fit staff.

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What's next for Magnum Meats? "Our customers trust us," Chad says. "We're seeing there's a potential to upsell a bit." photo: Shari Saysomsack

"The industry has to change its assumptions," says Chad. "Sure, it would be beneficial sometimes to have some big, strong young men. But we find that a lot of those guys think the grass is always greener. They're always looking for something else."

The Maarhuises also invest in creating an enjoyable workplace.

"I could hammer on production, production, production, but I've found over the years that having a happy, steady crew that shows up is better than having to constantly hire and retrain," Chad says.

The Maarhuises realize a big part of scaling up depends on maintaining reasonable government policies and gaining access to working capital. They give huge credit to the Abattoir Association, of which Chad is now a director, both for giving the industry a united voice and for supporting grant opportunities to individual operators.

They also hope a new focus on value-add will bring in more dollars, says Erika.

"We're starting to transition. Up 'til now, we've tried to match retail customers with ranchers selling product. Now we're taking it upon ourselves to be a bit more of the middleman. We've

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always avoided selling meat because we didn't make any money, and because we had to focus on where we were putting our time. But there are so many people who want 'clean' meat now, though not necessarily certified organic. They want to know how their meat was raised, they want to know how it was processed. Our customers trust us. So, we're seeing there's potential to upsell a bit."

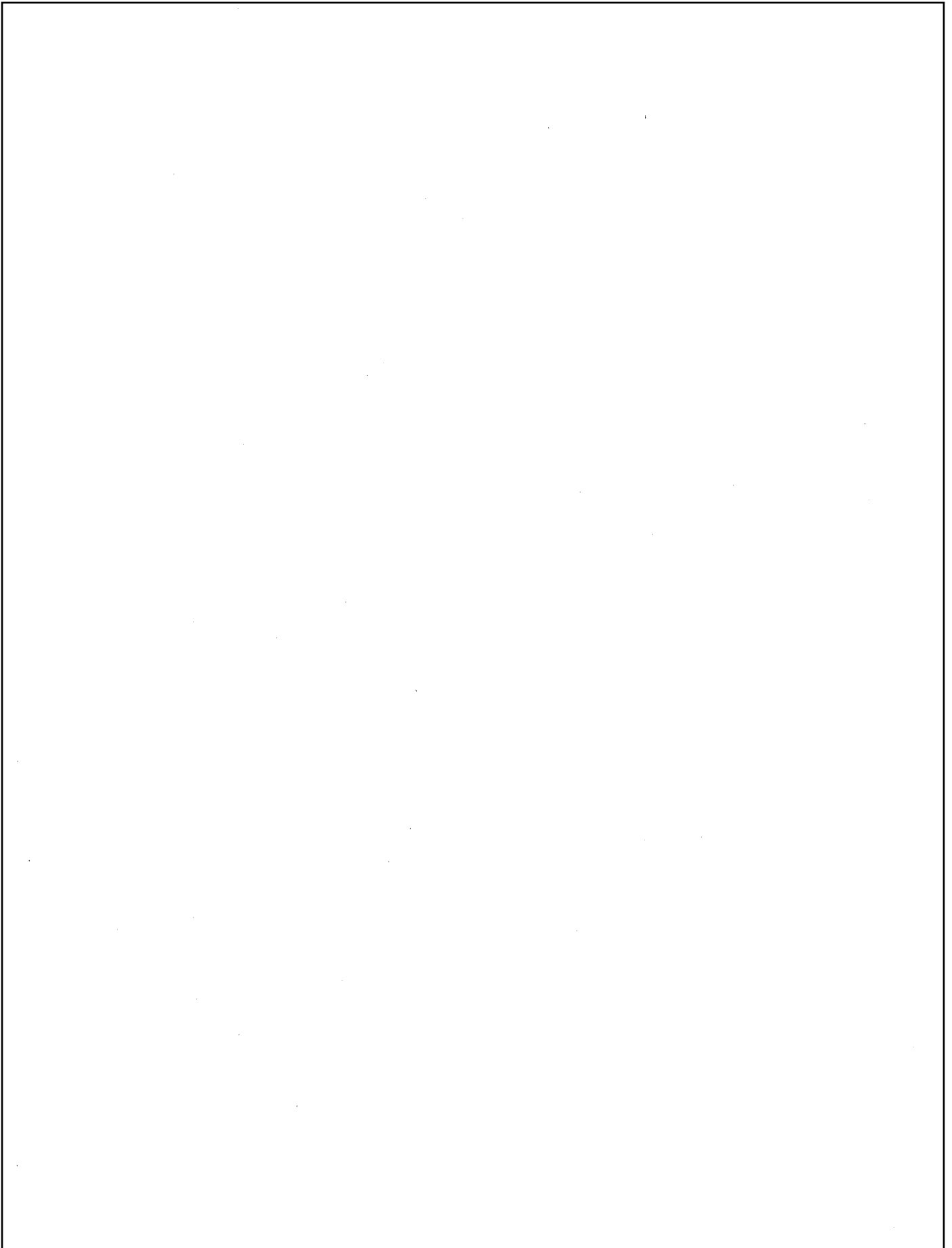
They hope to build a new cut shop up at the slaughter farm in the near future. If they can manage that, they'll be able to cure meat on-site instead of shipping it an hour and a half to a facility in Kelowna. And, the bigger facility will let Chad finally make smoked and cured, ready-to-eat sausage, something he's passionate about and would love to have the space to do.

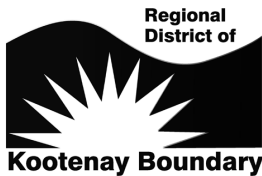
The Maarhuises are doing their best (though not always successfully) of making one other change to their business:

"We've come to realize that you still need a bit of a life. Our kids have four-day-a-week school so we try, when we can and because it's the slower season, to take them skiing on Fridays through the winter. We're not great at balance but we're trying," says Erika.

"We have a good life. It's crazy most of the time, I'm the first to admit it, but it's a good life. We get to live where we live. We love our community. We have the freedom to be in charge of what we do," says Chad.

"When I'm cutting, I'm envisioning that I'm feeding one family with the meat I'm cutting. That's a very intimate, connected feeling, and it makes me really proud of the product I'm offering. This is what I want to be doing."





Staff Report

RE:	Development Permit - Terry		
Date:	July 25, 2019	File #:	C-1021s-04558.000
To:	Chair Russell and members of the Board of Directors		
From:	Liz Moore, Senior Planner		

Issue Introduction

We have received an application for a development permit from Dean and Olga Terry to construct a single family dwelling on a waterfront property on West Lake Drive in Electoral Area 'C'/Christina Lake (see attachments).

Property Information	
Owner(s):	Dean and Olga Terry
Location:	1816 West Lake Drive
Electoral Area:	Electoral Area 'C'/Christina Lake
Legal Description(s):	Lot 1, Plan KAP13676, DL 1021s, SDYD
Area:	0.195 ha (0.483 acr)
Current Use(s):	Single-family dwelling
Land Use Bylaws	
OCP Bylaw No. 1250:	Waterfront Residential
DP Area:	Environmentally Sensitive Waterfront
Zoning Bylaw No. 1300:	Waterfront Residential 2 (R2)
Other	
ALR:	NA
Waterfront / Floodplain:	Partial
Service Area:	NA
Planning Agreement Area:	NA

History / Background Information

This parcel is accessed along West Lake Drive and is split into two portions by the road. The lakeside portion is on the east side of West Lake Drive. There is currently a single-family dwelling on the property.

The whole parcel is within the Waterfront Environmentally Sensitive Development Permit Area. A small piece of the property, on the northeastern edge, is within the 200-yr floodplain. The northeast corner of the deck attached to the current dwelling appears to be within the floodplain.

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The property is designated as Waterfront Residential and zoned as Waterfront Residential 2. Surrounding properties to the north and south share the same OCP designation and Zone. To the west, the land is designated as Natural Resource and zoned as Natural Resource 1.

Proposal

The applicants propose to construct a new single family dwelling. The existing and proposed dwelling are sited on the eastern or lakefront side of the parcel (see Applicants Submission). The proposed dwelling is placed further back from the natural boundary of Christina Lake than the current dwelling.

The applicant has retained Brent Dennis, P. Eng. of BWD Engineering Inc. to provide a report on the proposed septic upgrades and its compliance with our Development Permit guidelines.

The professional report submitted by BWD Engineering Inc. recommends the installation of a Type 2 combined treatment and disposal system as the most suitable sewerage system, based on a potential 314m², 6 bedroom dwelling. The report and recommendations are based on the review of soil logs and a site visit by Brent Dennis, P. Eng. of BWD. Survey data was provided by Hango Land Surveying Inc. including the position of the current dwelling.

Implications

With regard to zoning requirements, the application states that the existing residence is to be demolished and a new residence constructed. Current bylaw standards must be used for new construction. The site plan for the proposed single family dwelling meets all setback requirements outlined in the Waterfront Residential 2 Zone. The proposed dwelling, patio and associated structures are at least 8.7 m from the natural boundary of Christina Lake and the required setback is 7.5 m. The proposed dwelling is at least 4.6 m from both interior parcel lines, where the required setback is 1.5 m. The dwelling is over 21 m from the front parcel line, where the required setback is 4.5 m.

The OCP outlines guidelines for the development permit application. Before construction takes place, the owner must submit a professional report that demonstrates, to the Board's satisfaction, that the method of sewage treatment and disposal for the subject parcel is adequate to avoid undue impacts on the quality of water in adjoining lakes and watercourses. The professional report will suggest a method of sewage treatment that, wherever possible, exceeds the minimum standards required by Provincial regulation.

BWD's professional report states that the selected system is designed for the proposed 314m² dwelling. The report also states that the property receives its water from the community service, however the Christina Lake Water Utility does not extend to this property. Planning staff clarified with the report author, who confirmed that the property's water is drawn from Christina Lake. The record of sewerage system submitted by BWD to Interior Health, and included with the professional report, states

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that the proposed sewerage system is 70 m from the closest body of surface water and that there are no wells located within 30 m of the proposed system.

The report provides details on flows, details about the field investigations that led to the engineer's recommendation, and describes aspects of the property that would impact treatment of wastewater. The report states that the proposed system is designed for flow levels of 2,200 L/day and for full-time residency at the property. The disbursal field will be located at the far west corner of the property, as shown in the provided site plan, with the intention of locating the field as far from the lake as possible. Soil in the upper 60 cm is described as well-structured silt loam, ideal for effluent treatment. This was determined by soil test pits. The report describes how the ground water flows consistently towards the lake, though the author states that there will be no measurable impact to the lake.

The report discusses the treatment systems with regard to maintenance considerations, nutrient release, residence time in the treatment zone, and loading rates. The author recommends a septic system that consists of a 6350-litre septic tank complete with an outlet filter, a 4540-litre pump tank, micro time-dose controlled pump and an Eljen GSF, Type 2 Combined Treatment and Dispersal System.

While the report does not state how the components of the system are an improvement over Provincial regulations, it justifies the recommendation by stating that "*this system is the most cost effective, low maintenance system with the standard of practice where nitrogen reduction is not affected by lack of maintenance or significant surges in flow.*"

The report provided by BWD Engineering follows the structure suggested in the OCP and provides pertinent information for consideration of the development permit application. BWD has provided the professional judgement that the quality of the water in Christina Lake will not be impacted by the installation of the recommended system on the subject property.

Advisory Planning Commission (APC)

The Electoral Area 'C'/Christina Lake APC supported this application at their meeting on July 2, 2019.

Planning and Development Comments

This development permit application was expedited and has been issued prior to review by the Board of Directors. The applicants submitted this application prior to the May 15, 2019, however had submitted the incorrect sewerage report, despite having the correct report in their possession. The mistake was not identified by Planning Staff until after the APC agenda had been completed for the June meeting, due to the number of applications that were submitted in May. In consideration for the quickly receding building season as well as the lengthier approvals process due to the cancellation of the Electoral Area Services Committee meeting in July, the Designated Signing Authority, in

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consultation with the Electoral Area 'C'/Christina Lake Director, has issued the permit prior to the Board of Directors meeting, following a delegation policy.

Recommendation

That the staff report regarding the Development Permit application submitted by Dean and Olga Terry to construct a single family dwelling on the parcel legally described as Lot 1, Plan KAP13676, DL 1021s, SDYD, Electoral Area 'C'/Christina Lake, be received.

Attachments

Site Location Map

Subject Property Map

Applicants Submission

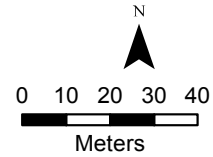


Regional District of Kootenay Boundary

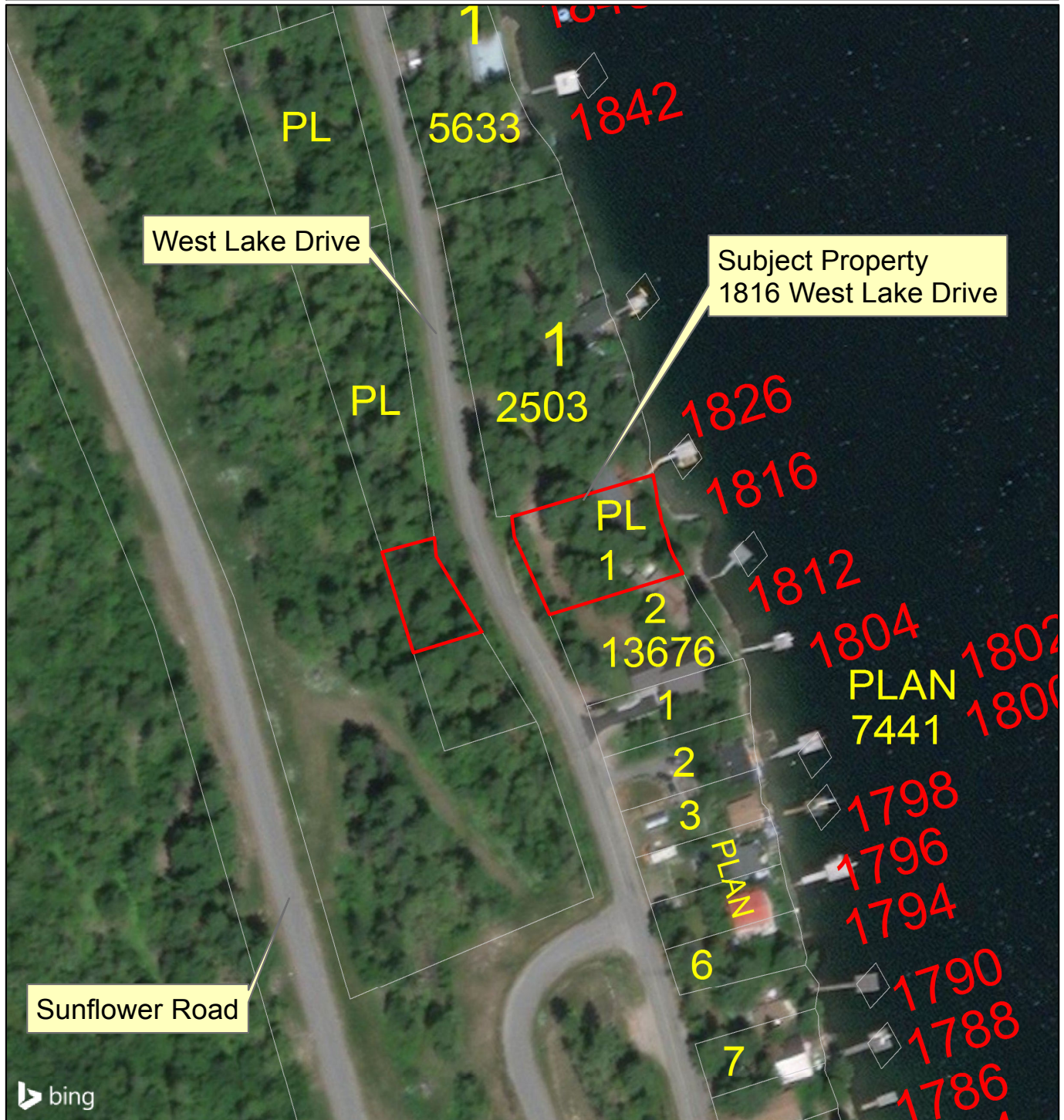
Date: 5/21/2019

Subject Property Map

Lot 1, Plan KAP13676,
DL 1021S, SDYD



1:1,500



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Applicant Submission

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

The purpose of this development is to
install a sewage system on the property

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LIMITED SITE PLAN SHOWING SPOT ELEVATIONS ON PART OF LOT 1 DL 1021S SDYD PLAN 13676.

Current Dwelling Site Plan

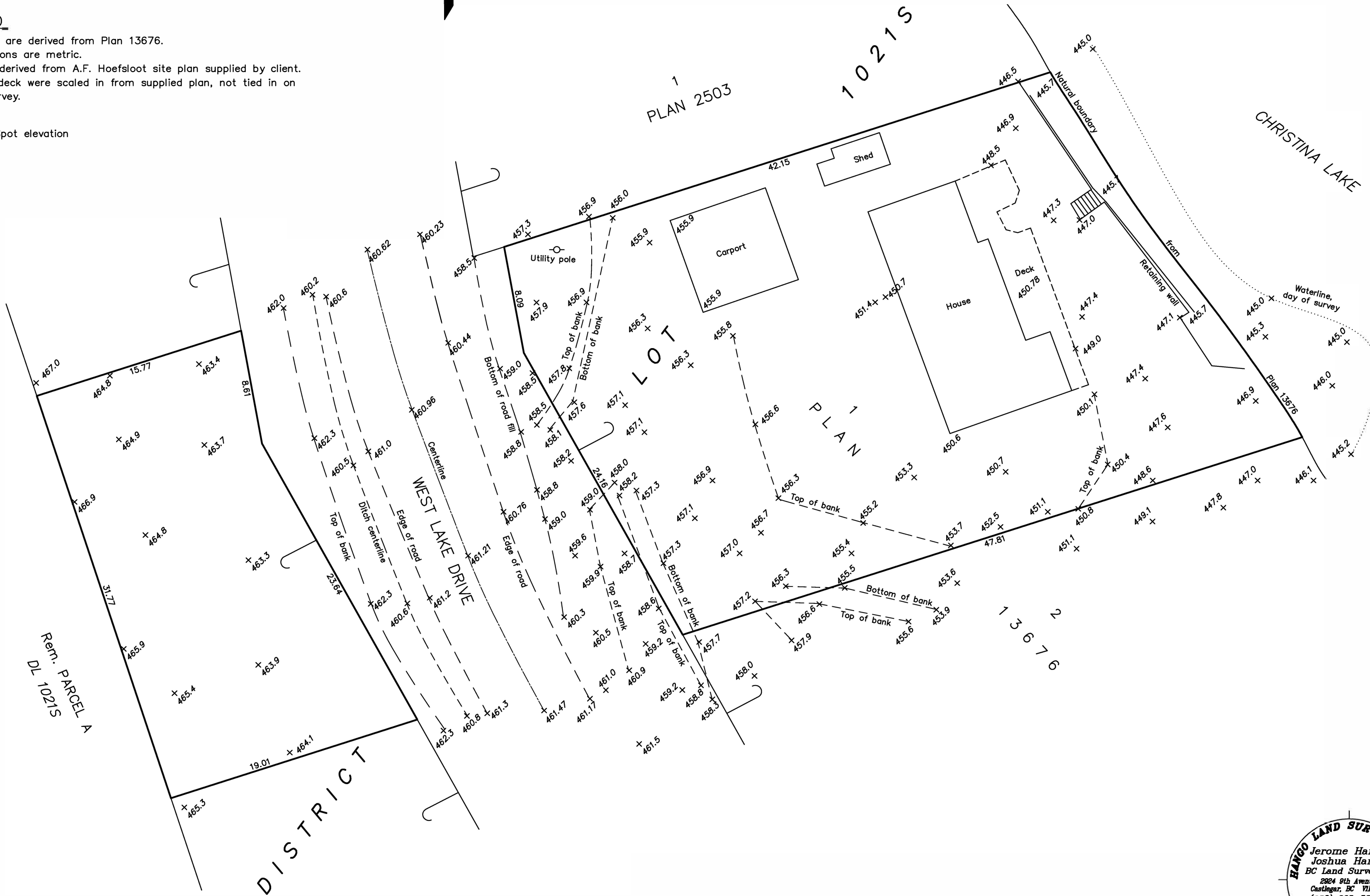
Applicant Submission



LEGEND

Dimensions are derived from Plan 13676.
All dimensions are metric.
Elevations derived from A.F. Hoefsloot site plan supplied by client.
Shed and deck were scaled in from supplied plan, not tied in on current survey.

450.6 x Spot elevation



Survey date: March 6, 2019.
Drawing date: March 11, 2019.



Proposed Dwelling Site Plan

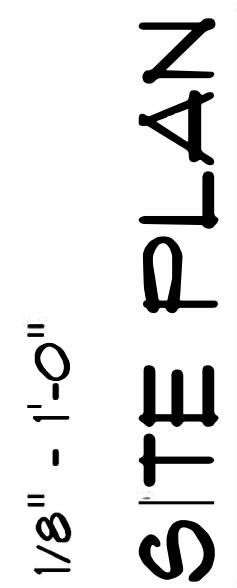
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PLAN 2503

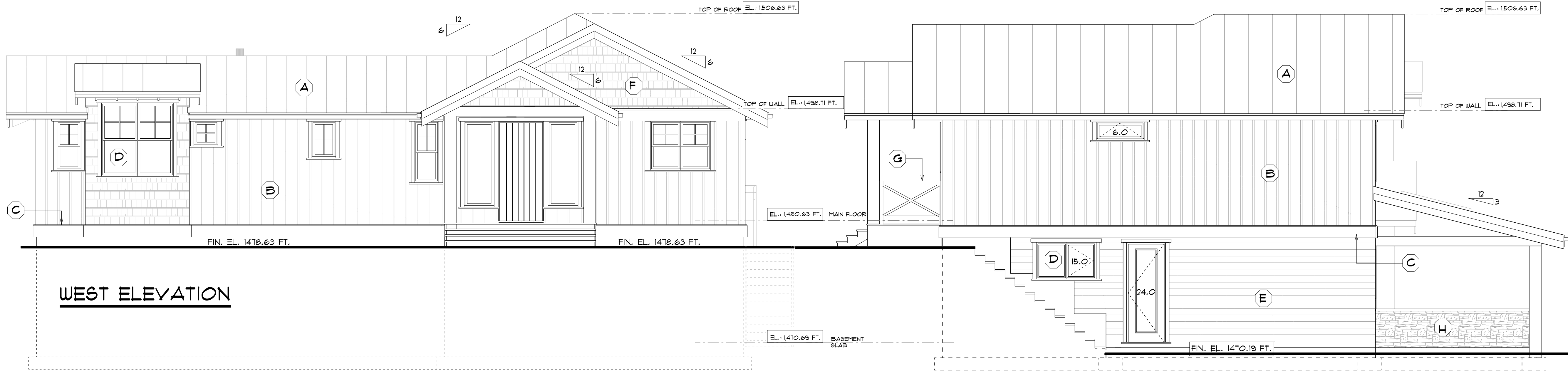


SITE PLAN

MEANS BOTTOM OF RETAINING WALL
B.O.W.
MEANS TOP OF RETAINING WALL
T.O.W.
EXISTING GRADE
GRADE POINTS NOT IN BOXES MEANS
MEANS FINISHED GRADES
GRADE POINTS IN BOXES
NOTE:
1/8" = 1'-0"

ISSUED FOR BUILDING PERMIT		24/04/19
ISSUED FOR BUDGET PRICING		28/01/19
ISSUED FOR		DD/MM/YY
REVISIONS	DATE	
DRAWN BY: JER		
CHECKED BY: JER		
SHEET: 03 OF 08		
PROJECT/DRAWING NO.:		
PROJECT: TERRY COTTAGE		
1816 WEST LAKE DRIVE		
CHRISTINA LAKE, BC		
TITLE: SITE PLAN		
SCALE: 1/4"=1'0"		
DATE: Wednesday, May 15, 2019		
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NEW LINE AND RENOVATION DESIGN SPECIALISTS PO BOX 31456 WEST VANCOUVER, B.C. V7V 3P2 ROMMEL DESIGN LTD. 804-913-0103 E-MAIL: info@rommel-design.com		





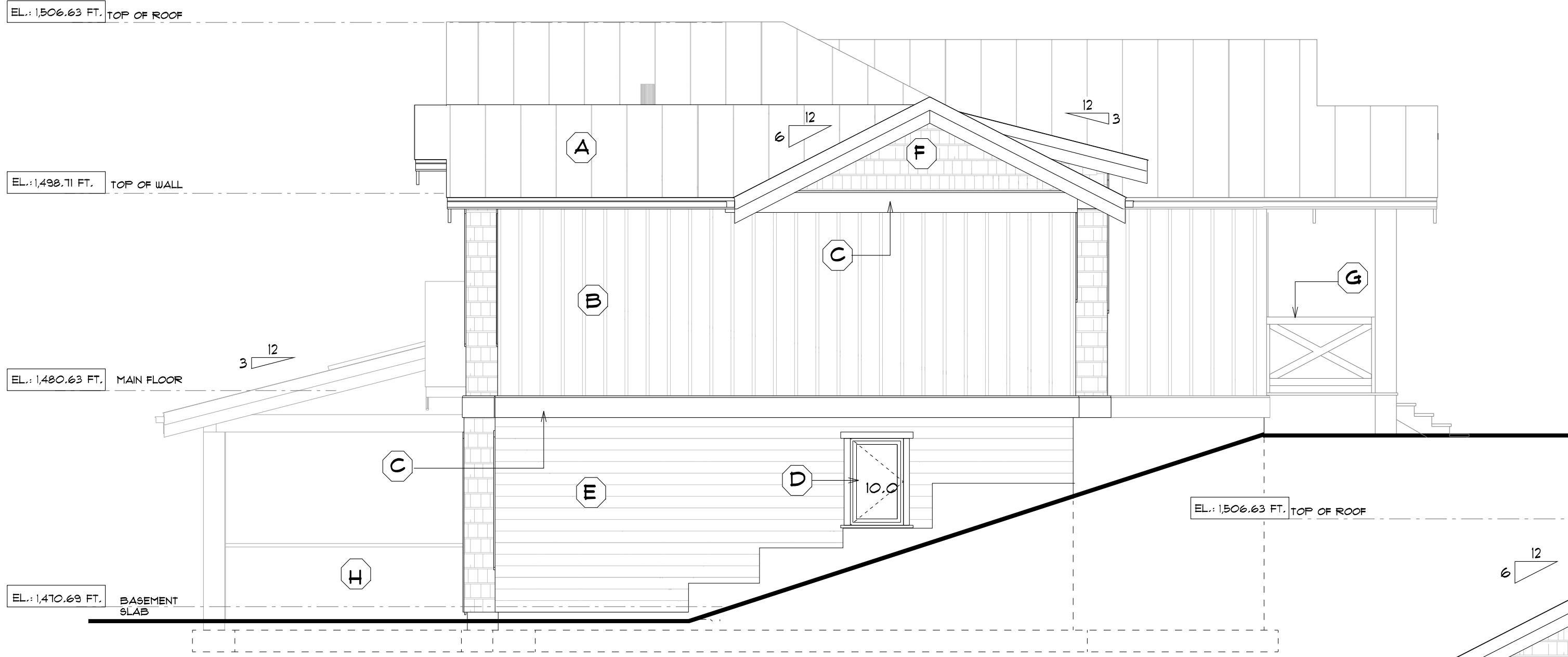
WEST ELEVATION

SOUTH ELEVATION

SOUTH ELEVATION SPATIAL SEPARATION	
LIMITING DISTANCE:	16.00 FT. 4.81 M.
WALL AREA:	656.00 SF 60.94 SM
UNPROTECTED OPENINGS ALLOWED:	255.84 SF 35%
UNPROTECTED OPENINGS PROPOSED:	43.00 SF 6.30%

FINISH SCHEDULE

- A — STANDING SEAM METAL ROOF
- B — BOARD & BATTENS, HARDIE BOARD OR EQUAL
- C — 12" BELLI BAND/TRIM BD. C/W 1" BEVEL
- D — DOUBLE GLAZED VINYL FRAME WINDOWS
- E — 6" OR 8" HORIZONTAL SIDING, HARDIE BOARD OR EQUAL
- F — CEDAR WALL SHINGLES, HARDIE BOARD OR EQUAL
- G — 42" H. HANDRAIL C/W SAFETY GLASS INFILL CLIMBABLE MEMBERS ON OUTSIDE
- H — FACADE STONE
- I — SINGLE GLAZED W/ SAFETY GLASS CURB MOUNTED SKYLITE



NORTH ELEVATION

NORTH ELEVATION SPATIAL SEPARATION	
LIMITING DISTANCE:	29.29 FT. 8.93 M.
WALL AREA:	50.88 SM
UNPROTECTED OPENINGS ALLOWED:	84%
UNPROTECTED OPENINGS PROPOSED:	1.6%



EAST ELEVATION

ISSUED FOR
BUILDING PERMIT
24/04/19

ISSUED FOR
BUDGET PRICING
28/01/19

ISSUED FOR
DD/MM/YY

REVISIONS

DATE

DRAWN BY: JER

CHECKED BY: JER

SHEET: 08 OF 08

PROJECT/DRAWING NO.:

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

DATE: Wednesday, April 24, 2019

PROJECT :
TERRY COTTAGE
1816 WEST LAKE DRIVE
CHRISTINA LAKE, BC

TITLE :
ELEVATIONS

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SPECIALISTS

PO BOX 81456
WEST VANCOUVER, B.C.
V7V 3P2
604-913-0103
E-MAIL: info@newdesign.com

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DESIGN LTD.

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Attachment # 11.11(d)



Applicant Submission

RECORD OF SEWERAGE SYSTEM

				Filing # (OFFICE USE ONLY)	
1. Property Information	<input checked="" type="checkbox"/> New Construction		<input type="checkbox"/> Alteration		<input type="checkbox"/> Repair
	<input type="checkbox"/> Amendment – Original Filing #				
	Tax Assessment Roll # 17-712-04558.000				PID # 009-178-198
	Legal Description (Plan, Lot, District Lot, Block Numbers) Lot 1, PI KAP13676, DL10215, LD54				
Street (Civic) Address or General Location 1816 West Lake Dr		City Christina Lake			
2. Owner Information	Name of Legal Owner Dean & Olga Terry			Mailing Address 1022 Jay Crescent	
	Phone 250-442-9422	City Squamish		Prov BC	Postal Code V8B 0P2
3. Authorized Person Information	Name of Authorized Person Brent Dennis, P. Eng.			Mailing Address 15822 -106 A Avenue	
	Phone 604-789-2204	City Surrey		Prov BC	Postal Code V4N 1K7
	Registration # 17359			Email brent.dennis@bwdengineering.com	
4. Structure Information	Sewerage System Will Serve:				
	<input checked="" type="checkbox"/> Single Family Dwelling <input type="checkbox"/> Other Structure (specify) _____ <input type="checkbox"/> Other Dwelling (specify) _____				
	The sewerage system is designed for an estimated minimum daily domestic sewage flow of (check one) <input checked="" type="checkbox"/> Less than or equal to 9,100 litres <input type="checkbox"/> More than 9,100 litres but less than 22,700 litres				
5. Site Information	Depth of native soil to seasonal high water table or restrictive layer (cm) 60		Information respecting the type, depth and porosity of the soil is attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	GPS Location of System (decimal degrees) Latitude 49.050472 Longitude -118.233410				
	Horizontal Accuracy (m) G Earth		<input checked="" type="checkbox"/> Recreational GPS <input type="checkbox"/> Differential GPS		
6. Drinking Water Protection	Will the sewerage system be located less than 30 m from a well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	If yes, attach a professional's report and specify the intended distance _____ (m)				
	Distance of proposed sewerage system to the closest body of surface water 70 (m)				
7. System Information	Sewerage treatment method <input type="checkbox"/> Type 1 <input checked="" type="checkbox"/> Type 2 <input type="checkbox"/> Type 3				
8. Legal or Regulatory Considerations	<input checked="" type="checkbox"/> Construction of the proposed sewerage system will not conflict with legal instruments registered on the property.			Is this filing submitted as the result of an order from the Health Authority? <input type="checkbox"/> Yes (attach a copy of the order) <input checked="" type="checkbox"/> No	
9. Plot Plan and Specifications	Plot Plan (to scale) and specifications are attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
	<input checked="" type="checkbox"/> The plans and specifications are consistent with Standard Practice Manual Source of Standard Practice: <input checked="" type="checkbox"/> Ministry of Health <input type="checkbox"/> Other				
10. Authorized Person's Signature	Signature (email submission does not require a signature) Date 12/04/2018			OFFICE USE ONLY Filing Accepted Date Receipt Number	



Applicant Submission

Wastewater System & Site Assessment
RDKB – OCP – Bylaw 1250
Environmentally Sensitive Waterfront DPA

**1816 West lake Drive
Christina Lake, BC,**

April 2018

Project No. 18121

Prepared for: Mr. Dean Terry



Applicant Submission

16 April 2018

Attention: Mr. Dean Terry

Re: Onsite Wastewater System & Site Assessment
 RDKB OCP Bylaw 1250 – Environmentally Sensitive Waterfront DPA
 Civic Address: 1816 West lake Drive, Christina Lake, BC
 Legal Description: Lot 1, DL 1021S, LD 54, SDYD Plan 13676
 PID: 009-178-198

BWD Engineering Inc. was retained by you to review the proposed onsite wastewater system for the above noted property and prepare a report for the purpose of the RDKB Bylaw 1250 DPA. BWD Engineering Inc., since 2006, has specialized in onsite wastewater system design under the BC Sewerage System Regulation and has experience in all system types and in all areas of the province of BC. Please note that BWD Engineering Inc. and the author of this report, do not practice Hydrogeology.

This report is in support of the proposed onsite wastewater system.

1. Introduction

Property Ownership: Dean and Olga Terry

The existing infrastructure on the lot consists of a small cabin and a storage shed. The location and components of the existing septic system are generally unknown. No records of this system exist. No parts of any existing septic infrastructure are to be reused.

The proposed development will replace the cabin with a new home. The proposed residence is two floors with a total living area of 314 m². There are no future expansion plans. As such, the proposed septic system is designed for the structure as proposed.

2. Site Description

The site evaluation visit including soils test pits was conducted on 6 February 2018.

The property is waterfront, east facing on Christina Lake. It is within an established subdivision, is approximately 0.2 hectares with approximately 32.6 meters of lake frontage. The property extends west, across West Lake Drive, approximately 73 meters away from the lake shore.

The property is significantly sloped from the lake to the west, as are the surrounding properties. The lot area below the road is mostly clear of trees and primarily grass covered. The area above the road is uncleared with many trees. Water is supplied from the community service.

Soils Logs and Site Plan included in the attached Record of Sewerage System Filing.



3. Flows

Existing and proposed land use are as detailed in Section 1. The following is in reference to effluent discharge flows.

The current septic system is likely a trickle gravity, Type 1 system with a standard disposal field typical of the era. As no records exist, it is unknown what size and condition the field is in. No flow monitoring has been done and historical usage by previous owners is unknown.

The proposed new home is designed as a full-time residence. As such the new septic system is designed for this use. Under the current Sewerage System Regulation (SSR) and the BC Sewerage System Standard Practice Manual – Version 3 (SPM-V3), the design parameters are as follows:

Daily Design Flow:	2,200 L/day
Disbursal Field:	Located at far north west corner of the property

The native soils are very consistent. Depth of native soil to the restrictive layer is approximately 60 cm. The minimum regulatory requirement for vertical separation in the native soil for the proposed design is 25 cm. The infiltration system will be a sand mound system.

Ground water flows on this property, and the surrounding properties, flow consistently toward the lake. Once treatment is complete and the effluent is released to the groundwater, due to the distance from the high-water line, the expectation is for minimal measurable impact in the hyporheic zone and no measurable impact to the lake.

4. Field Investigation

The original site visit and investigation was conducted on 6 February 2018. It was determined the best location for the field regardless would be as far from the lake shore as possible at the west end of the property.

The soils are as expected, that is a well-structured silt loam, ideal for effluent treatment. As distance from the lake shore is key, no other test pits were deemed necessary.

5. Assessment of Alternatives

The base line for all septic systems in the province is to meet the Standard Practice Manual for BC (SPM-V3) as referred to in the BC Sewerage System Regulation. This provides for a minimum design for the purpose of health protection only.

To provide for health protection only, this property would support a standard Type 1 gravity system. Note: For health purposes, Type 1, 2 and 3 systems produce the same outcome and are considered equivalent.



For Type 2 and 3 systems, there are many forms of treatment available. The most common are aerobic treatment plants. Most of these are discounted for lake protection as they typically produce less nutrient reduction than a standard Type 1 system, have higher loading rates and less residence time in the treatment zone. Some ATU systems have a nitrogen reduction cycle, but these are discounted for holiday applications having long periods of non-use and heavy surge spikes. They are also discounted in areas without mandatory maintenance bylaws in place as maintenance is critical to the reduction cycle being effective.

There are less common systems that can be used for reducing nutrient release, such as Constructed Wet Lands and, in some cases, Drip Dispersal. Unfortunately, these also require significant maintenance and should not be used for this purpose where a maintenance bylaw does not exist.

Of the standard systems, a Type 1 or some Combined Treatment and Dispersal Type 2 systems will give consistent nitrogen reduction without degradation due to surge flows or lack of maintenance. Nitrogen reduction can be enhanced with Micro-Time Dose Pressure Distribution. This also reduces nutrient spikes in the hyporheic zone.

6. Recommendations and Justifications

As noted in Section 1, the system is sized for the maximum full-time residency of the structures on the property with the dispersal field at the most westerly location on the site.

The recommended septic system consists of a 6350-litre septic tank c/w an outlet filter, a 4,540-litre pump tank, micro time-dose controlled pump and an Eljen GSF, Type 2 Combined Treatment and Dispersal System in the field.

This system is the most cost effective, low maintenance system within the standard of practice where nitrogen reduction is not affected by lack of maintenance or significant surges in flow.

Limitations

This report is prepared for the exclusive use of Mr. Dean Terry and provides an assessment based on the information contained herein. The assessment is intended to evaluate if the proposed wastewater system on this property is sufficient to avoid undue impacts on the quality of the adjoining watercourse within compliance of the standard of practice as laid out by the RDKB and Bylaw 1250, Section 4.1 - Environmentally Sensitive Waterfront Development Permit Area.

The interpretations and inferences, concerning the site contained in this report are based on information provided and information gathered during the site visit as presented herein and are based solely on the condition of the property at the time of reference.

The findings and conclusions documented in this report have been prepared for specific application to the noted request and have been developed in a manner consistent with the level of

Applicant Submission



care exercised by Wastewater Professionals currently practicing under similar conditions in the jurisdiction. BWD Engineering Inc. makes no other warranty, expressed or implied.

Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. BWD Engineering accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

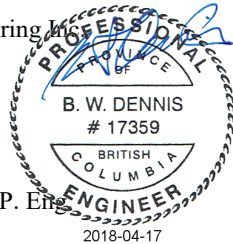
If new information is discovered during future work, including excavations, soil boring, or other investigations, BWD Engineering should be requested to re-evaluate the conclusions of this report and to provide amendments, as required, prior to any reliance upon the information presented herein.

6. Closure

We trust the information provided is sufficient for your consideration. Should you have any questions or comments, please contact the undersigned.

Sincerely

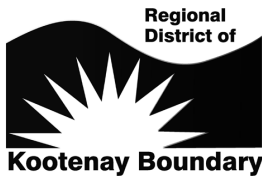
BWD Engineering Inc.



Brent Dennis, P. Eng

Attachments:

- Record of Sewerage System – Receipt Number 441328



Staff Report

RE:	Forestry Referral – BC Timber Sales: Arrow Timber Supply Area – Plan 19		
Date:	July 25, 2019	File #:	B-54-B
To:	Chair Russell and members of the Board of Directors		
From:	Liz Moore, Senior Planner		

Issue Introduction

British Columbia Timber Sales (BCTS) has invited the Regional District to provide comments regarding salvage harvesting plans for the Arrow Timber Supply Area in the Electoral Area 'B'/Lower Columbia – Old Glory (see Attachments).

Property Information	
Owner(s):	Crown
Applicant:	BC Timber Sales
Location:	Big Sheep Area, Electoral Area 'B'/Lower Columbia-Old Glory
Legal Description(s):	Surveyed and Un-surveyed Crown Land
Area:	101.3 hectares in 6 harvest areas
Roads:	0.6 km
Current Use(s):	Forest
Land Use Bylaws	
Official Community Plan Bylaw No. 1470	Rural Resource 3
Zoning Bylaw No. 1540	Rural Resource 3
Other	
ALR:	NA
Waterfront / Floodplain	Various creeks

History / Background Information

BC Timber Sales (BCTS) prepared Operating Plan 17 for the Arrow Timber Supply Area and submitted the year's proposed operations to the RDKB for comment in January 2019. An Operating Plan is a planning document for the proposed harvesting of timber in a supply area. This includes the size and number of harvest areas and the amount of new roads needed to access those areas.

Page 1 of 5

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The practices for harvesting and road building are established in a Forest Stewardship Plan, a requirement of the *Forest and Range Practices Act*. Operating plans include proposed development for multiple years.

The Kootenay Business Area is divided into 4 Development Units (see *Forest Development Unit Map* below). Two of these are within the RDKB:

1. The Arrow Development Unit is within Electoral Areas 'A' and 'B'/Lower Columbia-Old Glory.
2. The Boundary Development Unit which includes Electoral Areas 'C'/Christina Lake, 'D'/Rural Grand Forks, and 'E'/West Boundary.

Within these Development Units, there are Operating Areas, including the Big Sheep Operating Area west of Rossland.

Proposal

BCTS has proposed expedited cutblock and road layout for salvage harvesting of timber burned in wildfires in 2018 as part of Operating Plan 19. The salvage cutblocks proposed in the RDKB are in the BCTS Big Sheep Operating Area and include 6 cutblocks located in the area of 5 fires for a total of 101.3 ha, shown in the table below:

2018 Fire	Proposed Block	Area (ha)
N52571	BSH-167	22.2
N52571	BSH-176	30.1
N52572	BSH-169	29.5
N51476	BSH-171/172	8.1
N51477	BSH-173	1.5
N52500	BSH-174	9.9
Total		101.3

The harvest areas are in Electoral Area 'B'/Lower Columbia-Old Glory. Some of the proposed development is to take place in the Regional District of Central Kootenay. The areas in RDCK are in the BCTS Bulldog and Eagle Operating Areas.

Access to the cut blocks will be mostly along existing forest service roads. One new road is proposed for these salvage operations. This road is labelled ABSH-006 and is to be established to gain access to the harvesting area BSH-167.

The province proposed an expedited referral period for the recovery and utilization of fire-impacted timber.

Implications

Resource use is permitted in the Rural Resource 3 Zone. Resource use is defined as:

- the use of land providing for the conservation and management of natural resources, extraction of primary forest materials, or the extraction and grading of mineral resources, and including agriculture and grazing.

The applicant explained to planning staff that wood with fire damage deteriorates more quickly and thus they have requested an expedited process.

There are several creeks and tributaries in this area, as well as existing cut blocks, and access roads. All forest operations on Crown land in BC are governed by the *Forest and Range Practices Act (FRPA)* and its regulations. Objectives with regard to carrying out primary forest activities in watersheds are outlined in the *Forest Planning and Practices Regulation* Section 59-62. It specifies that the licence holder must protect water quality and not create any source of sediments which could enter the watercourses.

The Planning Forester for BCTS stated in conversation with RDKB planning staff that some of this year's proposed salvage cutting is within a domestic watershed with two licenses. BCTS has sent referrals to the license holders. The proposed salvage cutting is not within any community watersheds.

To ensure development activities aren't adversely affecting watercourses, BCTS has the following practices, as outlined in their Operating Plan submitted earlier in 2019:

- Consult with hydrologists and engineers,
- Assessments of the blocks are done during snow free times of the year,
- Create riparian reserve zones and machine free zones,
- Minimize road lengths,
- Create water bars and deactivate in-block roads post-harvest,
- Minimize skidding trails and stream crossings,
- Closely monitor the harvesting activities occurring near watercourses
- Conduct post-harvest assessments to verify that everything went as planned
 - Conduct follow up work as needed.

The Planning Forester stated that one of the harvest blocks is within 100 m of an area with archeological potential and that referrals were sent to third party archeologists and First Nations.

Advisory Planning Commission (APC)

The Electoral Area 'B'/Lower Columbia-Old Glory APC did not hold a meeting in July, however they provided the following comments:

- No concerns with overall application as presented. BCTS is compelled to follow the regulations in place by Forest Planning & Practices etc.
- In light of the closing of so many mills due to the cut back to the allowable annual cut and lower fibre prices it makes total sense to salvage as much of the burned wood as possible.
- The only comment of concern is the 2 domestic watersheds which have to be protected for all obvious reasons. The hope is that water is addressed prior to work commencing.

Recommendation

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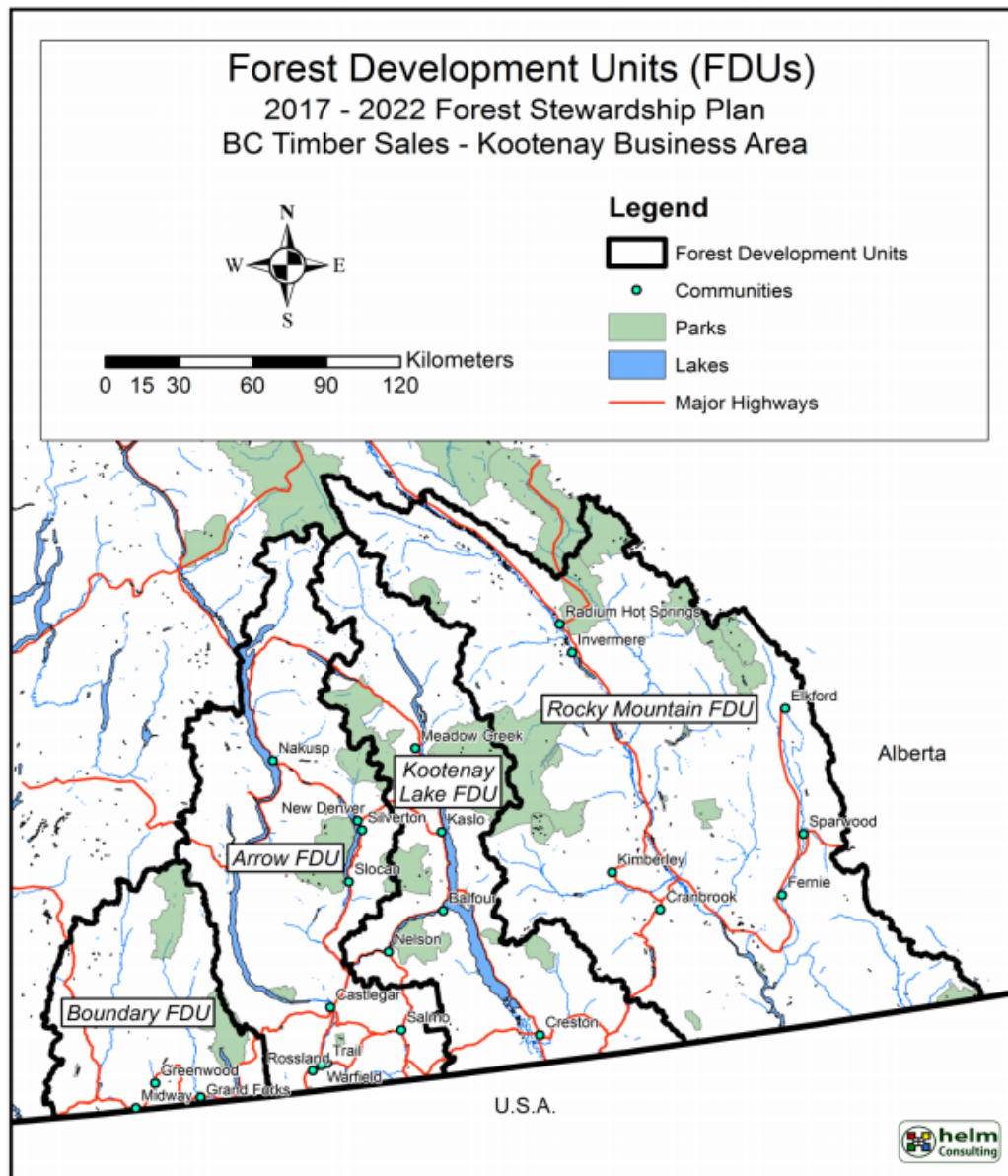
That the Regional District of Kootenay Boundary Board of Directors direct staff to forward this staff report 'Forestry Referral – BC Timber Sales: Arrow Timber Supply Area – Plan 19' dated July 25, 2019, which includes the comments of the Electoral Area 'B'/Lower Columbia-Old Glory Advisory Planning Commission to BC Timber Sales for consideration.

Attachments

Forest Development Unit Map

Site Location Map

Applicants' Submission



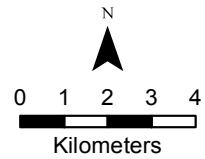


Regional District of
Kootenay Boundary

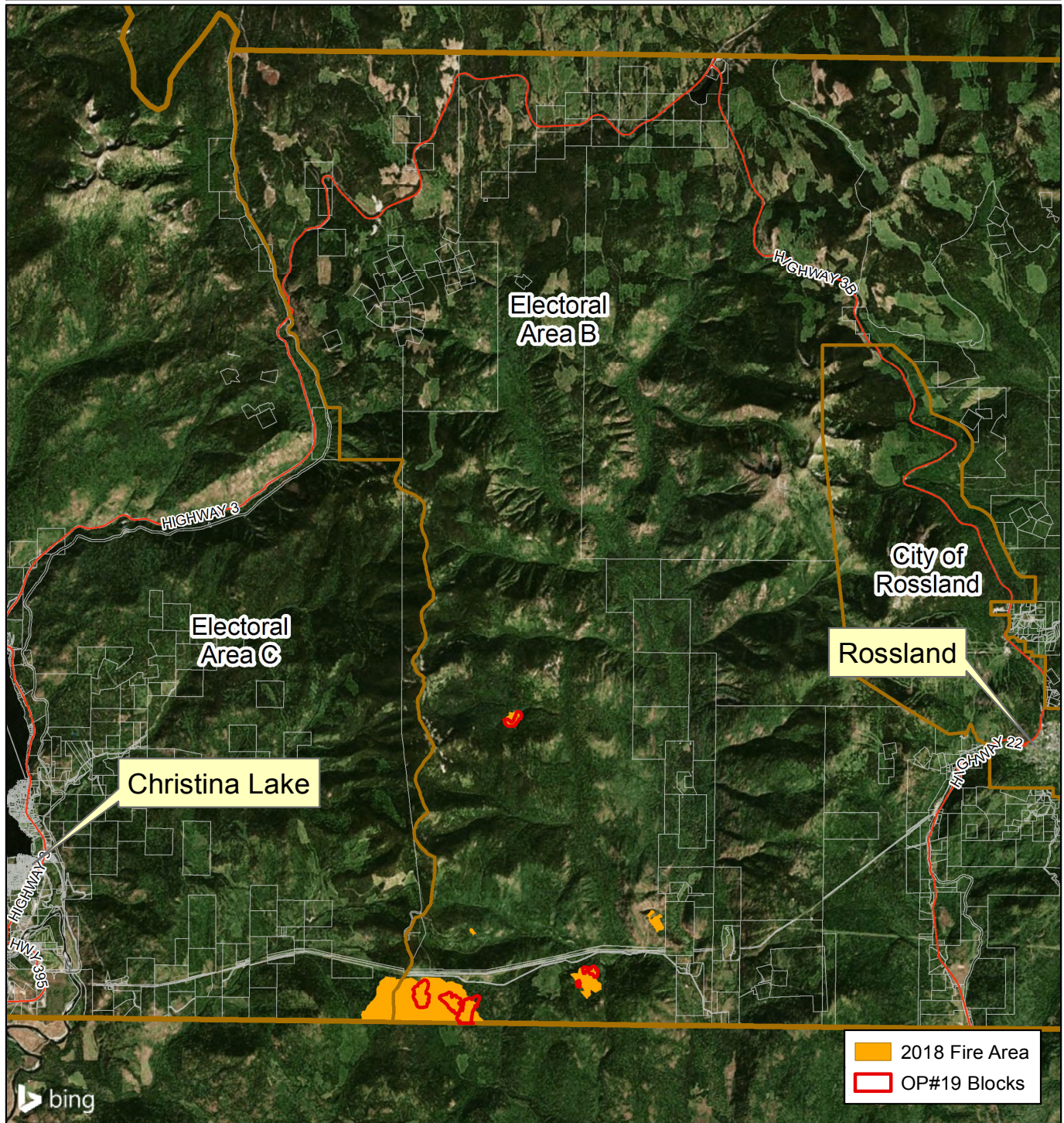
Date: 2019-06-19

Site Location Map

BC Timber Sales
Fire Salvage of 2018 Wildfires
Operating Plan #19



1:150,000



Document Path: P:\PD\General Files\B-54-B Timber Sales Area 'B'\2019-July-Operating Plan 19\2019-06-18_SLM_B-54-B_OperatingPlan19.mxd

Applicant's Submission

From: [Hodgkinson, Loreen FLNR:EX](#)
To: [Planning Department](#)
Subject: BCTS FTAR OP#19 – Salvage of 2018 Wildfires
Date: May 21, 2019 2:45:30 PM

File: 18046-40/BCTS FTAR OP#19 – Salvage of 2018 Wildfires

May 21, 2019

Regional District of Kootenay Boundary
 843 Rossland Avenue
 Trail BC V1R 4S8
 Sent by email to: plandept@rdkb.com

Re: BC Timber Sales, Kootenay Business Area, Arrow Field Team, Arrow Timber Supply Area, Operating Plan #19 – Fire Salvage of 2018 Wildfires

BC Timber Sales, Arrow Field Team, is planning *expedited* cutblock and road layout leading to salvage harvesting of timber burned in the 2018 wildfires.

BCTS Operating Area	2018 Fire Number(s)
Big Sheep	N51476, N51477, N52500, N52571, N52572
Bulldog	N52497
Eagle	N52566

Maps showing the general location of the proposed development can be accessed on the internet at: <https://bit.ly/30khdbQ>

The shape/size of the proposed harvesting and road are our best estimate at this time and may change as BCTS gathers more information.

Referral Period: To expedite the recovery and utilization of fire-impacted timber, the Province proposes an expedited referral period from the date of this correspondence to June 7, 2019.

Please call me for more information or to book an appointment to discuss/review these plans during regular business hours, Monday to Friday, 8:30 AM – 4:30 PM at the following location:

BCTS Arrow Field Team Office, 845 Columbia Avenue, Castlegar, BC.

Yours truly,

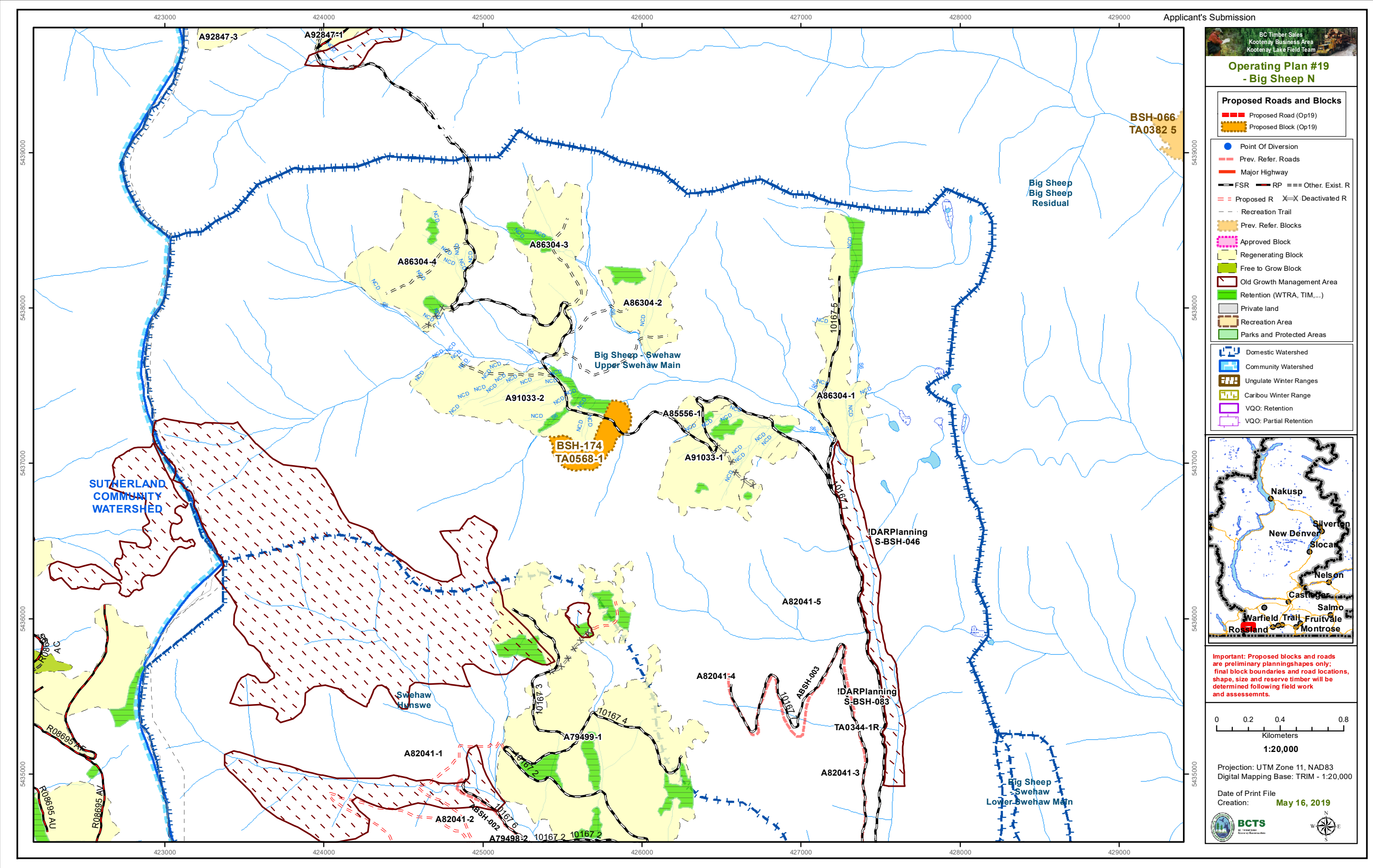
Loreen Hodgkinson, RPF
 Planning Forester
 BC Timber Sales, Kootenay Business Area
 Email: Loreen.Hodgkinson@gov.bc.ca
 Phone: 250-365-8654

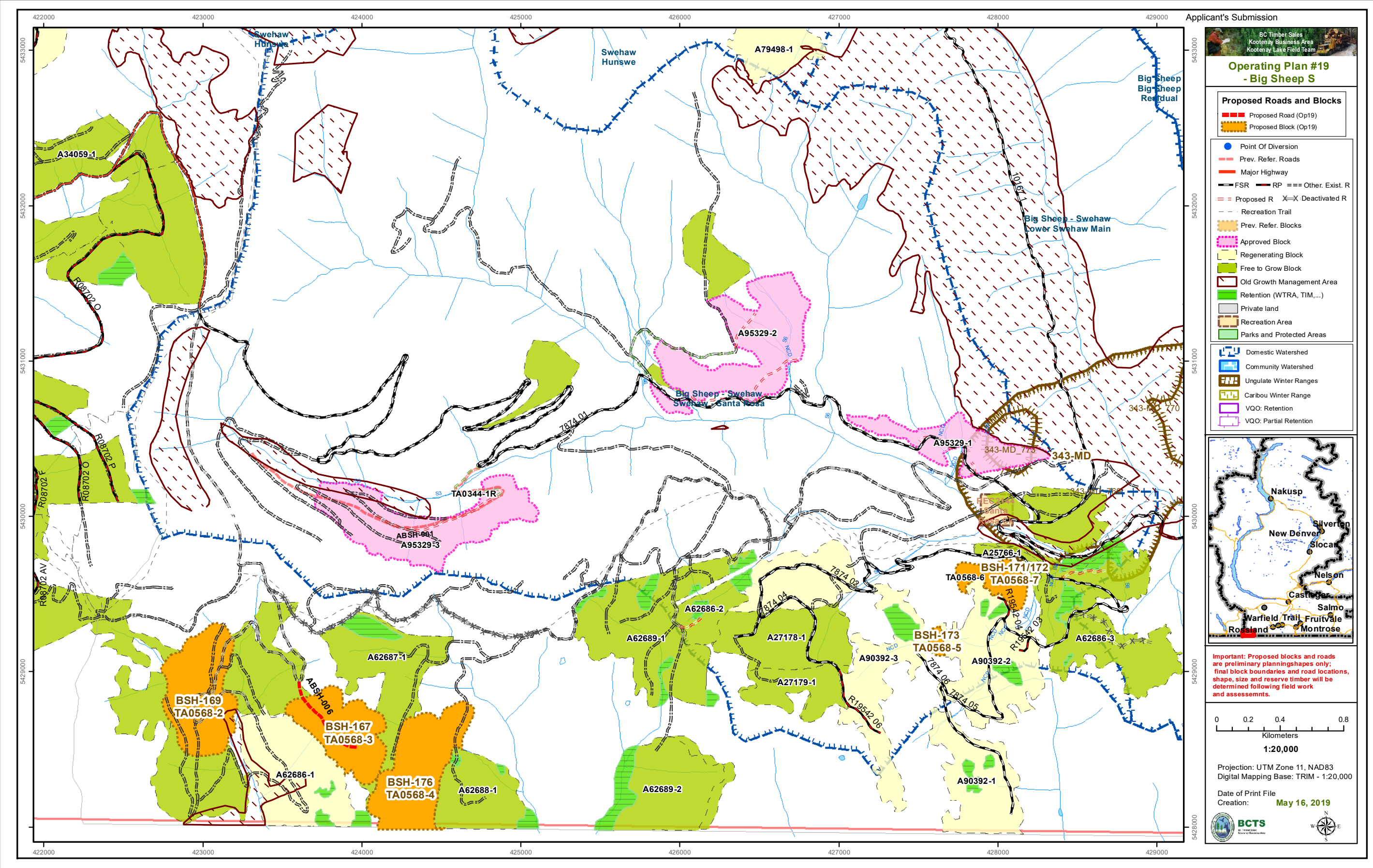
BCTS FTAR OP#19 List of Blocks and Road - All

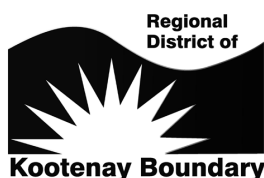
Applicant's Submission

Landscape Unit	License	Block	Prenum	BCTS Operating Area	Fire Salvage Location	2018 Fire Label	Salvage Area of Interest (hectares)	Referral Road Name	Referral Road Length (meters)
N501-Sheep	TA0568	3	BSH-167	Big Sheep	Big Sheep	N52571	22.2	ABSH-006	594
N501-Sheep	TA0568	2	BSH-169	Big Sheep	Big Sheep	N52572	29.5	n/a	n/a
N501-Sheep	TA0568	7	BSH-171/1	Big Sheep	Big Sheep	N51476	8.1	n/a	n/a
N501-Sheep	TA0568	5	BSH-173	Big Sheep	Big Sheep	N51477	1.5	n/a	n/a
N501-Sheep	TA0568	1	BSH-174	Big Sheep	Big Sheep	N52500	9.9	n/a	n/a
N501-Sheep	TA0568	4	BSH-176	Big Sheep	Big Sheep	N52571	30.1	n/a	n/a
N509-Dog	A95458	3	BUL-067	Bulldog	Bulldog	N52497	17.5	n/a	n/a
N519-Eagle	TA0471	1	EAG-043	Eagle	Worthington	N52566	114.2	n/a	n/a

Prepared by Hodgkinson, Loreen FLNR:EX 2019-05-15







Staff Report

RE:	Statutory Right of Way Application – Big White Sewer Utility Ltd.		
Date:	July 25, 2019	File #:	BW-2713-Sewer Temp
To:	Chair Russell and members of the Board of Directors		
From:	Liz Moore, Senior Planner		

Issue Introduction

We have received a referral for a Statutory Right of Way (SRW) for a Fortis BC power transmission line and gravity sewer line to service the wastewater treatment facilities at Big White Ski Resort (*see Attachments*).

Property Information	
Owner(s):	Crown
Agent:	Big White Sewer Utility Ltd.
Location:	South-east of Big White, Electoral Area 'E'/Big White
Legal Description(s):	That part of DL 2713 lying adjacent to DL 4242, SDYD
Area:	1.76 ha
Land Use Bylaws	
Official Community Plan Bylaw No. 1125	Black Forest Future Growth Area, Recreational Resource
Development Permit Areas	NA
Zoning Bylaw No. 1166	Recreational Resource 1

Proposal

This referral is for an application from the Big White Sewer Utility Ltd. to the Mountain Resources Branch at the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) for a Statutory Right of Way (SRW) for a Fortis BC power transmission line and gravity sewer line to service the wastewater treatment facilities at Big White Ski Resort. These utilities are proposed for the service of the current residential, institutional and commercial infrastructure within the Big White CRA. It is also proposed that this will allow for additional capacity as the resort grows.

The proposed line will be located to the south-east of Big White. The line is proposed to run past the school from the Happy Valley Parking Lot south to where it crosses KAP55797, the plan for the existing sewer line, at which point it will turn south-east to connect to the existing wastewater facility located outside of the Big White Controlled Recreation Area (CRA).

Page 1 of 2

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The proposed power and sewer infrastructure will share the physical SRW. Each utility will be tenured by FLNRORD separately. South of the school, the SRW will be 5 m wide to allow for underground utilities. The southeastern portion is proposed to be 15 m wide to allow for underground sewer and an overhead transmission line.

Implications

The OCP Designations in the area where the SRW is proposed to be established is predominantly Black Forest Future Growth Area, with a small area to the southeast, near where the proposed line will meet the wastewater facility, designated as Recreational Resource. The goal for future growth areas in the OCP are to accommodate long-term expansion in the plan area. While a secondary plan is required for most development in future growth areas, it is not required for Public and Institutional uses including public utilities.

Section 302.e) of the Big White Zoning Bylaw lists utility uses, structures, distribution infrastructure, and buildings associated therewith, excluding offices, maintenance garages and storage areas as permitted uses in all zones.

Advisory Planning Commission (APC)

The Big White APC supported this application at their July 2, 2019 meeting.

Recommendation

That the staff report regarding the statutory right of way proposed for a transmission line and gravity sewer line to service the wastewater facilities at Big White Ski Resort on that part of DL 2713 lying adjacent to DL 4242, SDYD in Big White, Electoral Area 'E' West Boundary be received.

Attachments

Site Location Map
Subject Property Map
Applicant Submission

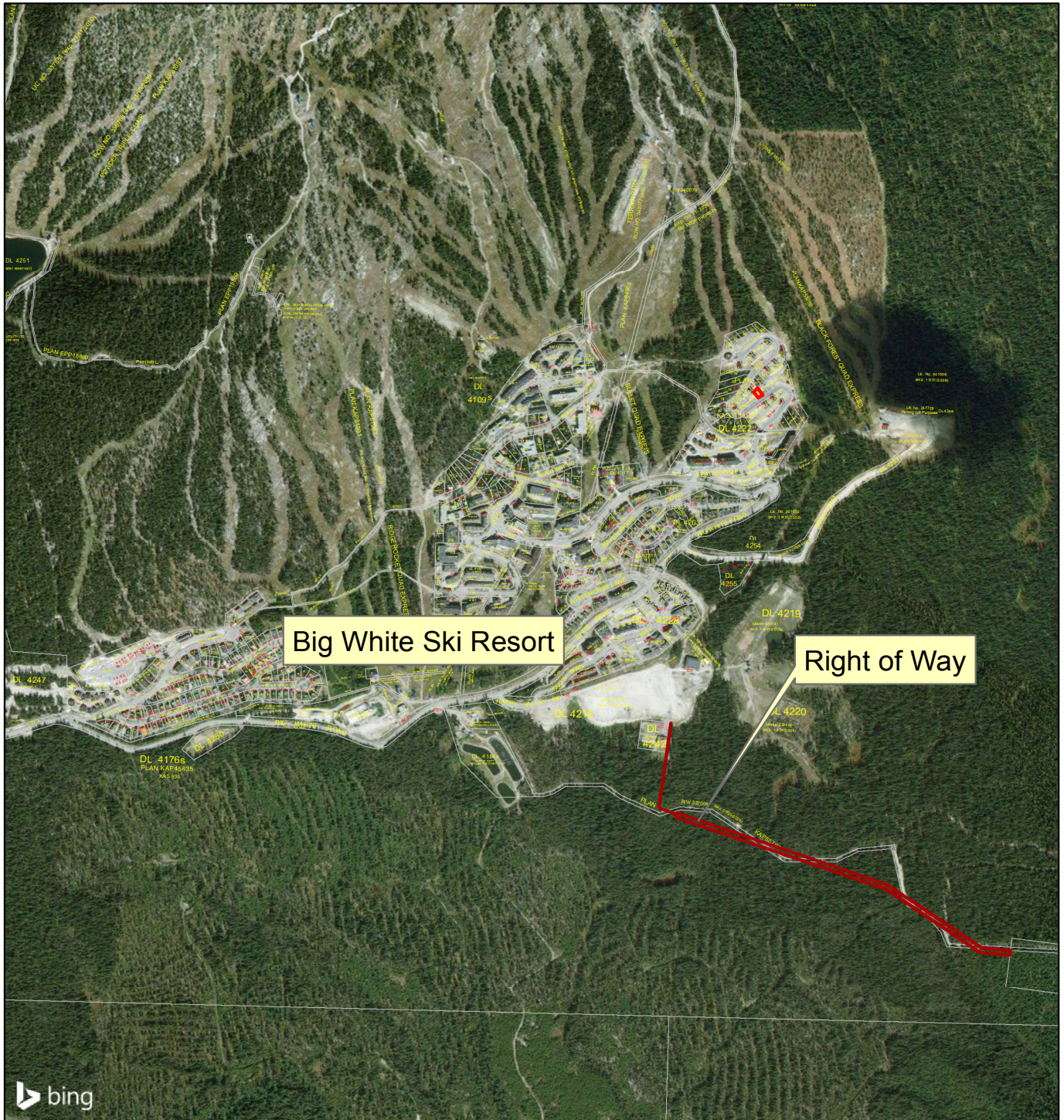
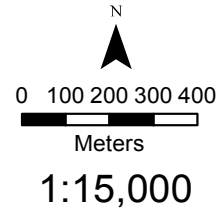


Regional District of
Kootenay Boundary

Date: 5/22/2019

Site Location Map

Big White Ski Resort
Sewer/Effluent Line



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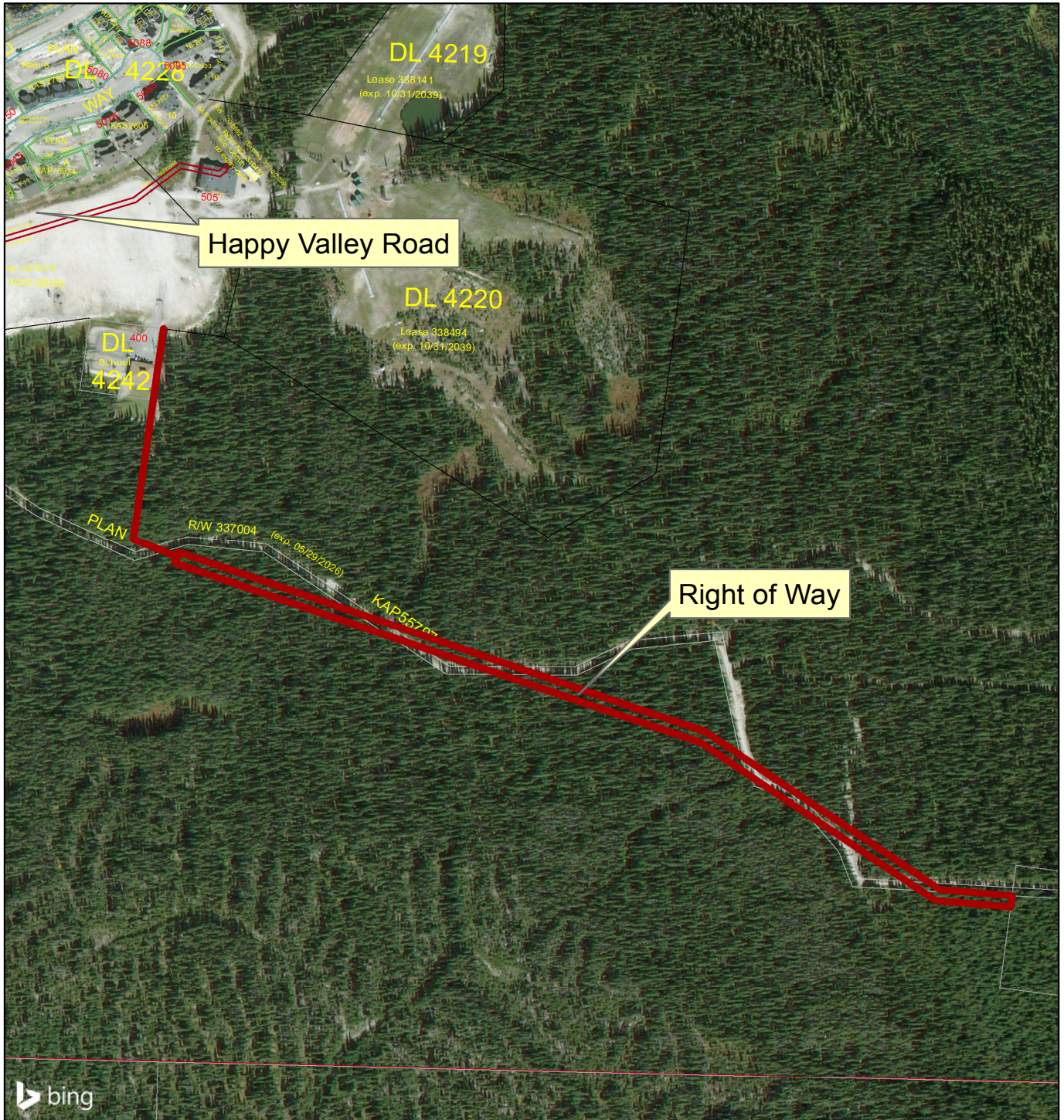
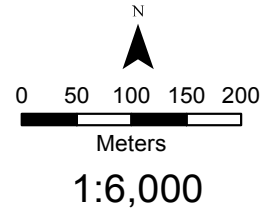


Regional District of
Kootenay Boundary

Date: 5/22/2019

Subject Property Map

Big White Ski Resort
Sewer/Effluent Line



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Applicant Submission



File: 3413304

May 14, 2019

Attention: Referral Agencies

RE: Big White Ski Resort – Proposed Sewer and Power Line

The Mountain Resorts Branch (MRB) of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) has received an application from Big White Sewer Utility Ltd. (Big White) for a Statutory Right of Way (SRW) for a Fortis BC power transmission line and gravity sewer line to service the wastewater treatment facilities at Big White Ski Resort. The proposed sewer and power utilities would service the current residential, institutional and commercial infrastructure within the Big White Controlled Recreation Area (CRA) and allow for additional capacity as the resort grows and evolves. The application is consistent with the Big White Master Plan, and the resort is operating under an approved Master Development Agreement with the Province.

Project Summary

The proposed power and sewer infrastructure will share the same physical SRW; however each utility will be tenured separately. The proposed SRW will start adjacent to Big White Community School, and run south, before turning east southeast to connect to the existing wastewater facility, located immediately outside of the Big White CRA. The portion of the SRW located south of the school will be approximately 5 m wide to allow for underground utilities; and the southeastern portion of the SRW will be approximately 15 m across to accommodate underground sewer and an overhead transmission line. The entire length of the line is estimated to be 1410 m. The proposed SRW shares partial alignment with an existing sewer line and access road. No new access roads will be required for construction or operational purposes. Big White is proposing site preparation and installation of the new sewer line in 2019-2020 and installation of the transmission line in 2020-2021.

Tree and vegetation removal will be limited to that required to ensure safe operation of the transmission line, with periodic brushing to ensure continued access. The applicant has applied for a Licence to Cut under the *Resort Timber Administration Act*, with an estimated volume removal of 362m³.

The proposed location of the SRW is noted to cross two seasonal tributaries and Trapping Creek, which drains south into the West Kettle River. An environmental impact assessment and riparian site assessment will be completed prior to construction to inform proper stream crossing design and mitigation measures to ensure protection of environmental, aquatic and riparian resources in the area and in downstream environments.

In addition to the responses received during the referral process, the decision regarding this application takes the following into consideration:

Page 1 of 3

Applicant Submission



- Infrastructure serviced by the proposed utilities is located within the Big White CRA; whereas the wastewater treatment facility is located outside of the CRA. Big White Sewer Utility Ltd. currently holds a SRW on District Lots 4261, 4185s, 4184s, and 4249 for the purpose of waste water treatment plant, sewage treatment plant, ponds and lagoon.
- The proposed SRW overlaps both the CRA/*Resort Timber Administration Act* area and the Selkirk Natural Resource District; however, MRB has received direction from the District to administer Big White's timber harvest authorization for that portion of the application area that is outside of the CRA.
- Condition of tenure to complete an environmental impact assessment and riparian study to address potential impacts to environmental and riparian values, and inform the design and construction of stream crossings (if/where necessary).

Summary of Authorizations

Authorization	Legislation	Responsible Agency	Application Status & File Number
SRW sewer line	<i>Land Act</i> <ul style="list-style-type: none"> • Statutory Right of way • In perpetuity • 1.76 ha 	Mountain Resorts Branch - FLNRORD	App Under Review 3413304
SRW power line	<i>Land Act</i> <ul style="list-style-type: none"> • Statutory Right of way • In perpetuity • 1.76 ha 	Mountain Resorts Branch - FLNRORD	App Pending
Timber Removal	<i>Forest Act</i> <ul style="list-style-type: none"> • Occupant Licence to Cut • 2 years • 362 m³ 	Mountain Resorts Branch - FLNRORD	App Under Review L51132

Resources

- 1999 Big White Master Plan: <https://www2.gov.bc.ca/gov/content/industry/natural-resource-use/resort-development/proposed-approved-resort-master-plans/list-of-approved-plans/big-white>
- All Season Resort Policy and Guidelines: https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/natural-resource-use/land-water-use/crown-land/asr_policy.pdf

Applicant Submission



- Application Geomark: <http://apps.gov.bc.ca/pub/geomark/geomarks/gm-9BE1A117859D44B29938AB142E5B3249>
- Application Map and Engineer Drawings (attached)

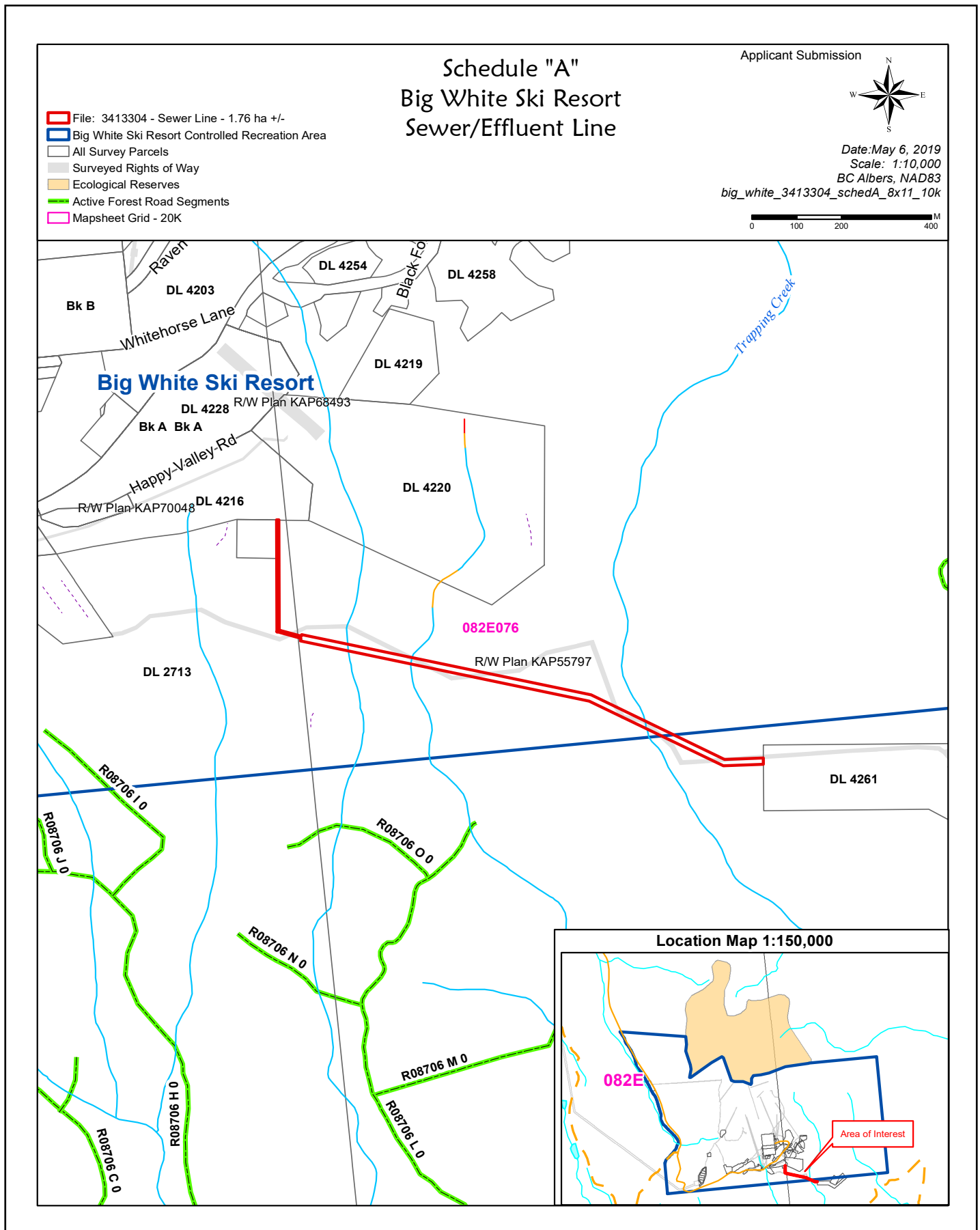
Request for Comments

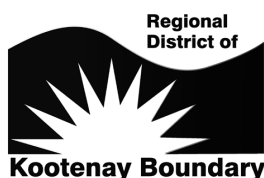
The Mountain Resorts Branch is requesting that you review Big White's proposal for a new sewer and power line and provide us with your comments by **June 17, 2019**. If this timeline poses a challenge, please let us know as soon as you can.

If you have questions or require more information, please contact me at 250-371-3934, Charlene.Mortensen@gov.bc.ca or Senior Manager, Tori Meeks at 250-371-3943, Tori.Meeks@gov.bc.ca.

Yours truly,

Charlene Mortensen
Land Technical Officer
Mountain Resorts Branch





Staff Report

RE:	Development Permit Application – Heatherington-Cochrane		
Date:	July 25, 2019	File #:	BW-4222-07500.850
To:	Chair Russell and members of the Board of Directors		
From:	Liz Moore, Senior Planner		

Issue Introduction

We have received a development permit application for a single family dwelling at Big White Ski Resort (see Attachments).

Property Information	
Owner(s):	Mark and Laura Heatherington & Craig and Jodi Cochrane
Agent	Shauna Wizinsky, Weninger Construction
Location:	430 Feathertop Way
Electoral Area:	Electoral Area 'E' / Big White
Legal Description(s):	Strata Lot 50, DL 4222, SDYD, Plan KAS3134
Area:	368 m ²
Land Use Bylaws	
Official Community Plan Bylaw No. 1125	Medium Density Residential
Development Permit Areas	Commercial & Multi Family DP1/Alpine Environmentally Sensitive DP2
Zoning Bylaw No. 1166	Chalet Residential 3 (R3)

History/Background Information

The property is near the centre of the Feathertop Subdivision. The property is sloped with the front of the property being the highest point. There is a ski access easement at the back of the property.

Most vegetation in Feathertop was removed to prepare the subdivision for development when roads and utilities were installed.

Proposal

The applicant wishes to build a single family dwelling on the property. In order to obtain a building permit, an Alpine Environmentally Sensitive Development Permit is required.

Implications

There is a letter with supporting information for the landscape plan that outlines the reclamation process that will be followed to meet the development permit guidelines. Natural grasses and a variety of plants are proposed. Snow storage would be on the front of the property. No shrubs are shown to be in the snow storage area.

Based on the plans submitted with this application, the height of the proposed building, floor area ratio, setbacks, and parcel coverage are compliant with the Chalet Residential (R3) Zone.

Referrals

This application has been referred to the Big White Fire Department.

Advisory Planning Commission (APC)

The Big White APC supported this application at their July 2, 2019 meeting and provided the following comments:

- As there is quite a slope to the rear of this property care should be given that the ski easement maintains its grade.
- Landscape plan is reasonable
- The agent for the applicant has used the same form letter for the last few submissions and should be careful to insure that the grade of the property fits the letter.

Recommendation

That the staff report regarding the Development Permit application submitted by Shauna Wizinsky, of Weninger Construction, on behalf of Mark and Laura Heatherington & Craig and Jodi Cochrane, to construct a single family dwelling on the parcel legally described as Strata Lot 50, DL 4222, SDYD, Plan KAS3134, Big White, Electoral Area 'E'/West Boundary, be received.

Attachments

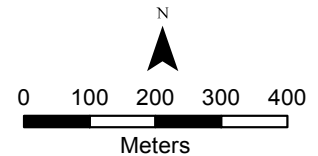
Site Location Map
Subject Property Map
Applicant Submission



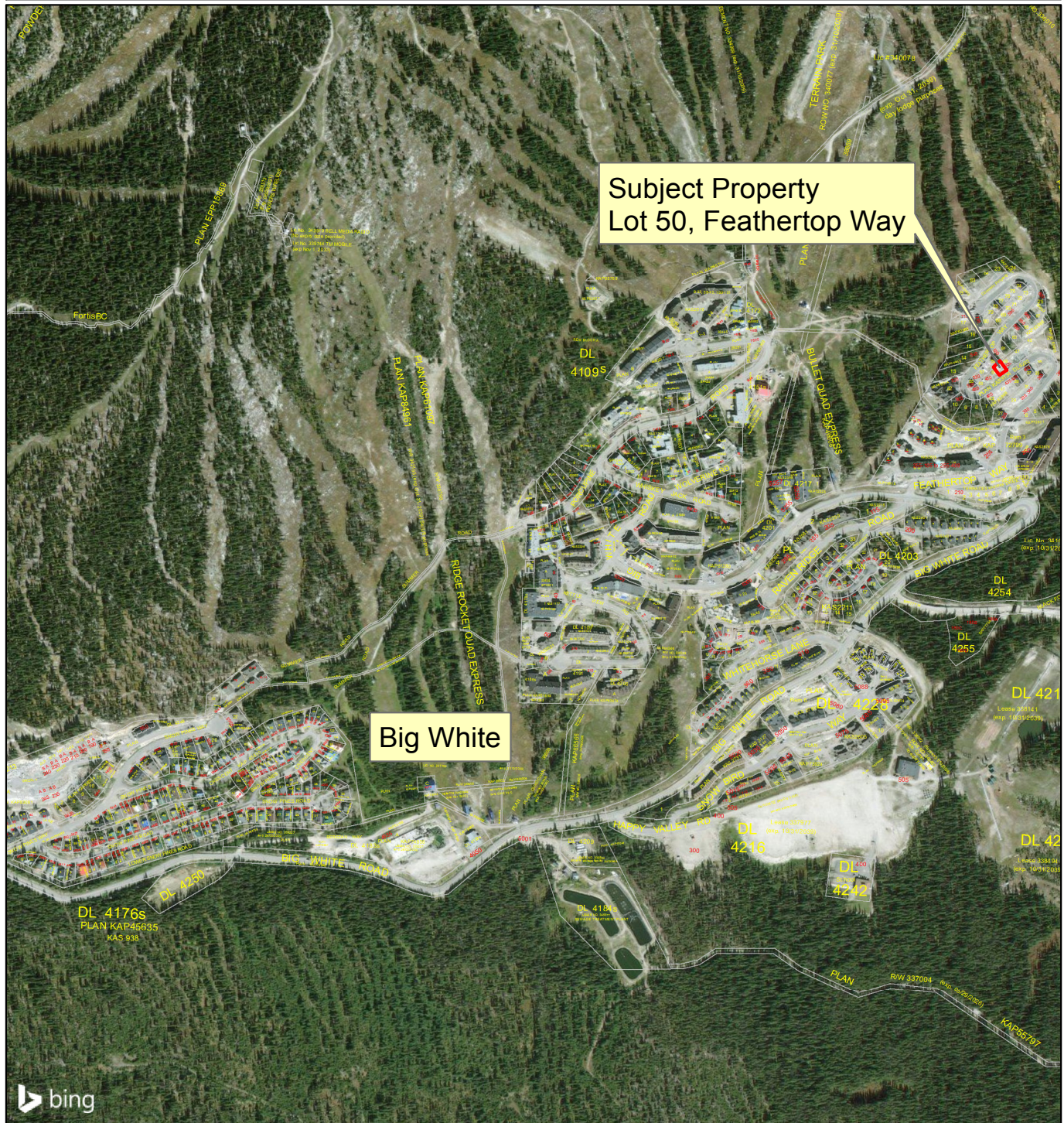
Date: 2019-06-19

Site Location Map

Strata Lot 50, Plan KAS3134,
DL 4222, SDYL



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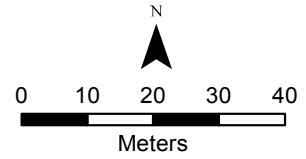


Regional District of
Kootenay Boundary

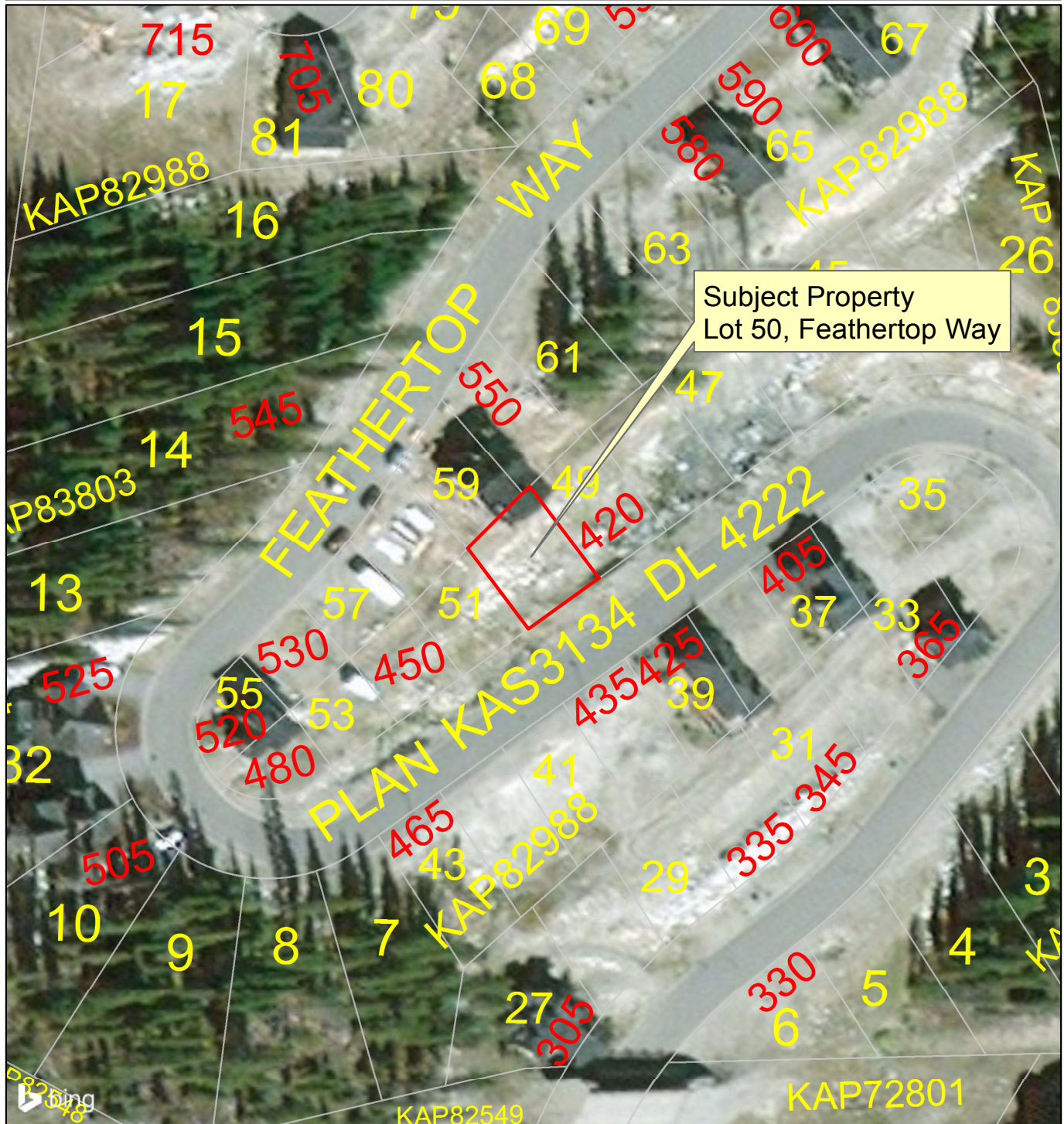
Date: 2019-06-19

Subject Property Map

Strata Lot 50, Plan KAS3134,
DL 4222, SDYL



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Applicant's Submission



June 11, 2019

RE: Development Application for Lot 50, Strata KAS 3134, DL 4222 SDYD

To Whom It May Concern,

The proposed dwelling is situated on an undeveloped parcel which was previously cleared of vegetation.

The proposed landscaping scheme focuses on sustainability, consideration of fire protection, and species selection to an alpine moderate to high altitude. The vegetation that will be planted on the site is exclusively composed of species that grow naturally in the area and are accustomed to high altitudes. Because of this, maintenance of this vegetation will only be required for the first few years until it is firmly established. The necessary maintenance is minimal and only includes watering by hand as necessary. This maintenance will be completed by the owner. After the vegetation has established on the site, no further maintenance will be required.

Every effort will be made to use the existing topsoil, however we have not yet determined if there is enough topsoil remaining on the site after the road construction to suffice for our proposed vegetation. If more is required, then we will bring it in.

This site does have a drop to it, but because we are working with the natural incline there will be no drainage required. Excavated areas and areas of slope will receive a rock retaining wall as required to prevent topsoil displacement.

The selection of plants, as indicated on the enclosed plans, have been chosen to respect the short growing season. The proposed building will fill much of the envelope so the landscaping design includes the side areas, leaving the ski easement clear of large plants.

As the annual snowfall can be heavy, the designated snow storage area is generally clear of plants that could be damaged and crushed by the weight of cleared snow.

The landscaping scheme planting arrangement is finished by site coverage of liberal seeding of native grass and wildflowers.

Sincerely,

Shauna Wizinsky, Project Manager
Weninger Construction & Design Ltd

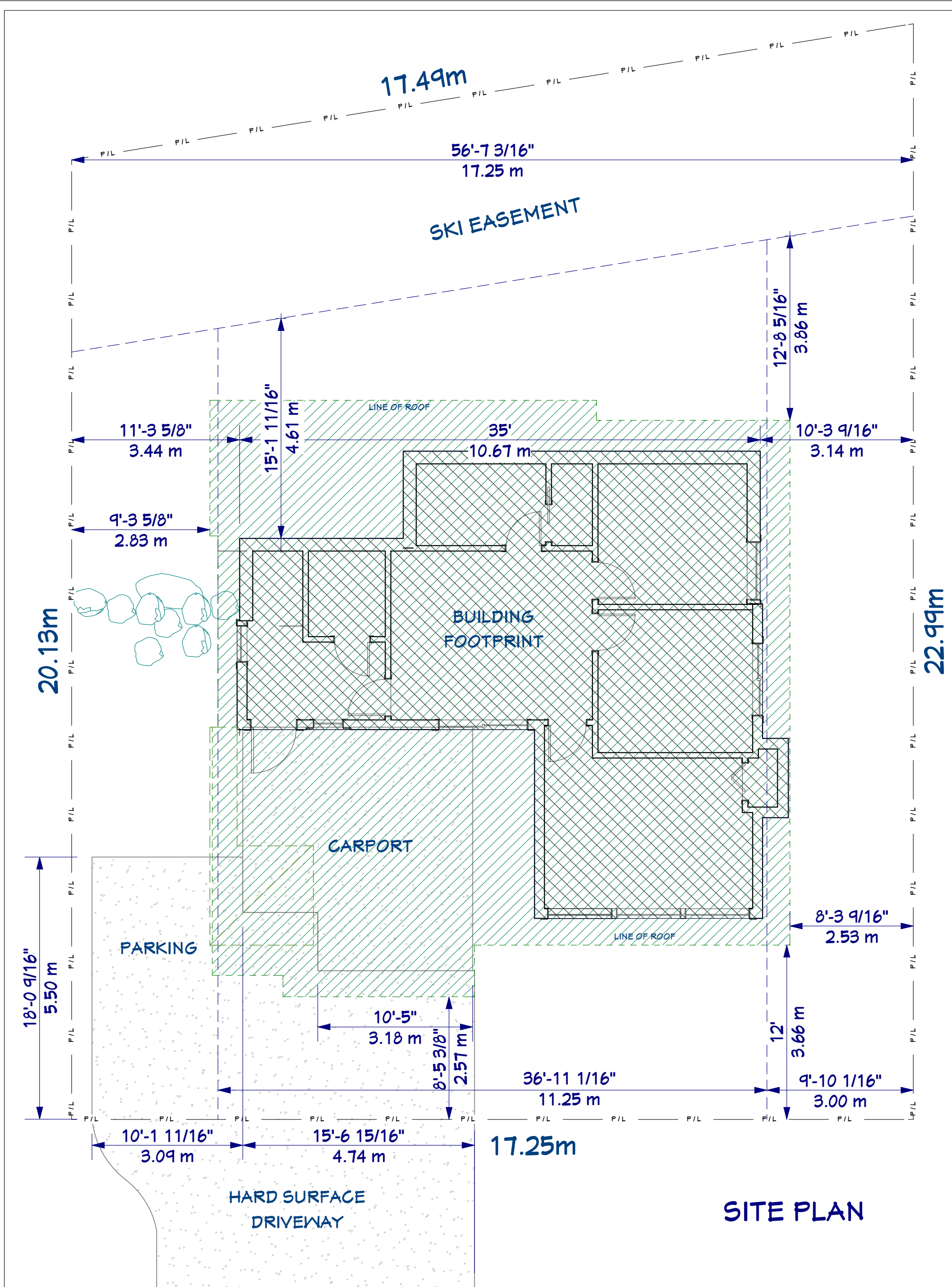
DESIGN ~ CONSTRUCT ~ DEVELOP

info@weningerconstruction.com

(250)765-6898

Fax(250)765-6078

#10 - 220 Neave Road, Kelowna, BC V1V 2L9



SITE PLAN

FEATHERTOP WAY

Layout Page Table	
Sheet	Title
1	SITE PLAN & OVERVIEW
2	1ST FLOOR PLAN 1 of 3
3	2ND FLOOR PLAN 2 of 3
4	3RD FLOOR PLAN 3 of 3
5	FOUNDATION & ROOF PLAN
6	ELEVATIONS SHT. 1 OF 1
7	CROSS SECTIONS
8	LANDSCAPE PLAN
9	DETAILS & ASSEMBLIES

Floor Area Ratio **0.59**
Parcel Size 4,004 sq ft

Total Floor Area: 2,363.6 sq ft
-1st Floor: 660 sq ft
above ground
-2nd Floor: 967.6 sq ft
above ground
-3rd Floor: 725 sq ft
above ground

Parcel Coverage **20.5 %**
Parcel Size: 4,004 sq ft
Building Footprint: 822.3 sq ft

LOT 50 FEATHERTOP
TOTAL INTERIOR AREA 2,451 sq ft

Lower Floor 778 sq ft
Including Full Bathroom, Utility Room,
Entry, and Bedroom
+ 234 sq ft Covered Carport

Middle Floor 938 sq ft
Including Kitchen/Dining/Living Room,
Powder Room,
Bootroom, Laundry
+103 sq ft Covered BBQ Deck
+ 119 sq ft Balcony
+ 25 sq ft Exterior Ski Storage

Top Floor 735 sq ft
Including 3 Bedrooms, and 2 Full
Bathrooms

Strata Lot 50,
Plan KAS3134,
District Lot 4222,
Similkameen Div of Yale
Land District
Street:430
FEATHERTOP WAY



RENDERING VIEW



RENDERING VIEW

REVISION TABLE	
NUMBER	DATE
1	MAY/27/19
2	JUN/12

PROJECT	LOCATION
Marlin Meninger	LOT 50 FEATHERTOP
Shauna Mizinsky	
Weninger Construction & Design Ltd.	
#10-220 NEAVE RD	
Kelowna, BC V1Y 2L4	
Tel: (250) 765-6698 Fax: (250) 765-6078	

HETHERINGTON CHALET	LOT 50
SITE PLAN	



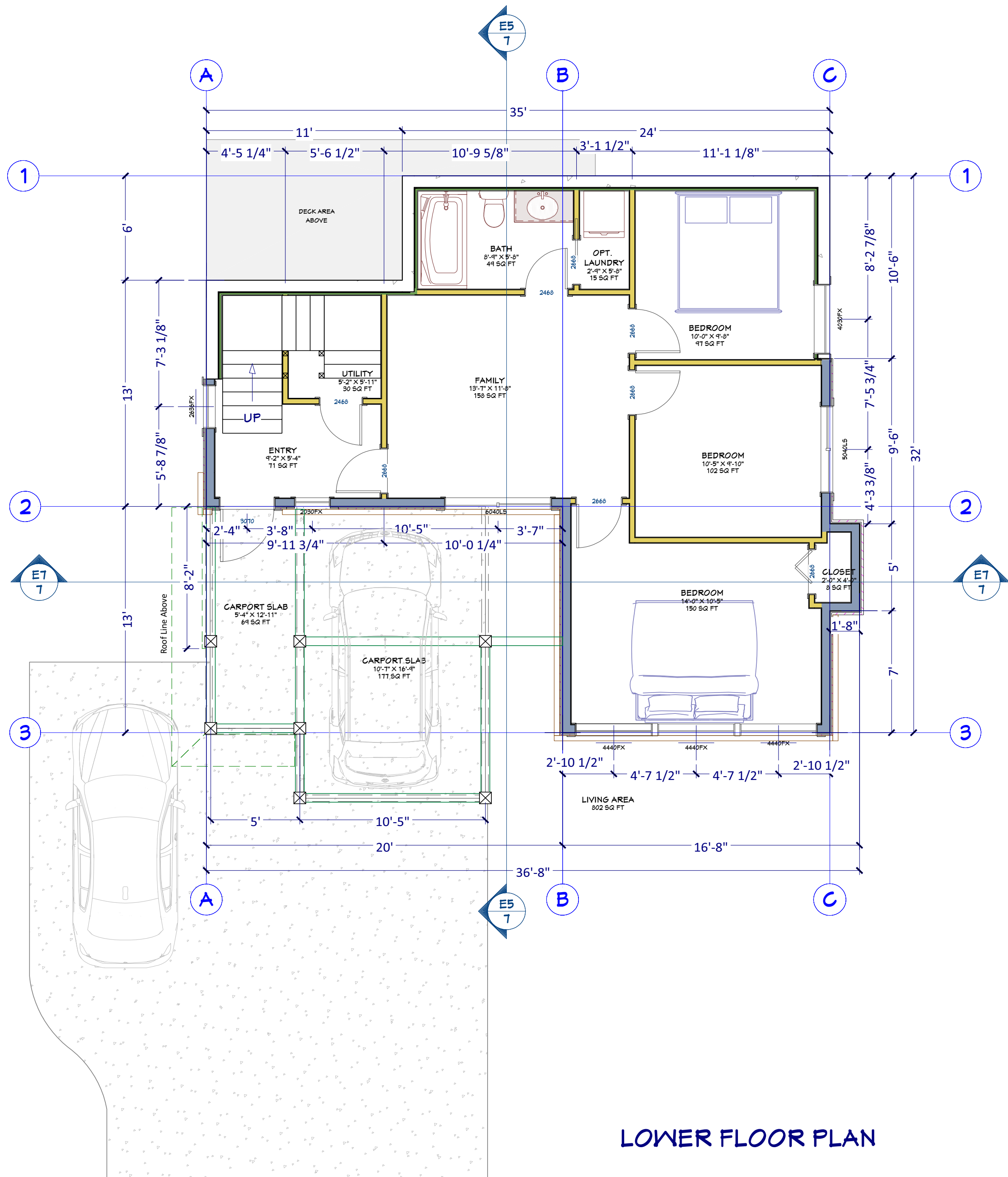
DATE:
6/12/2019

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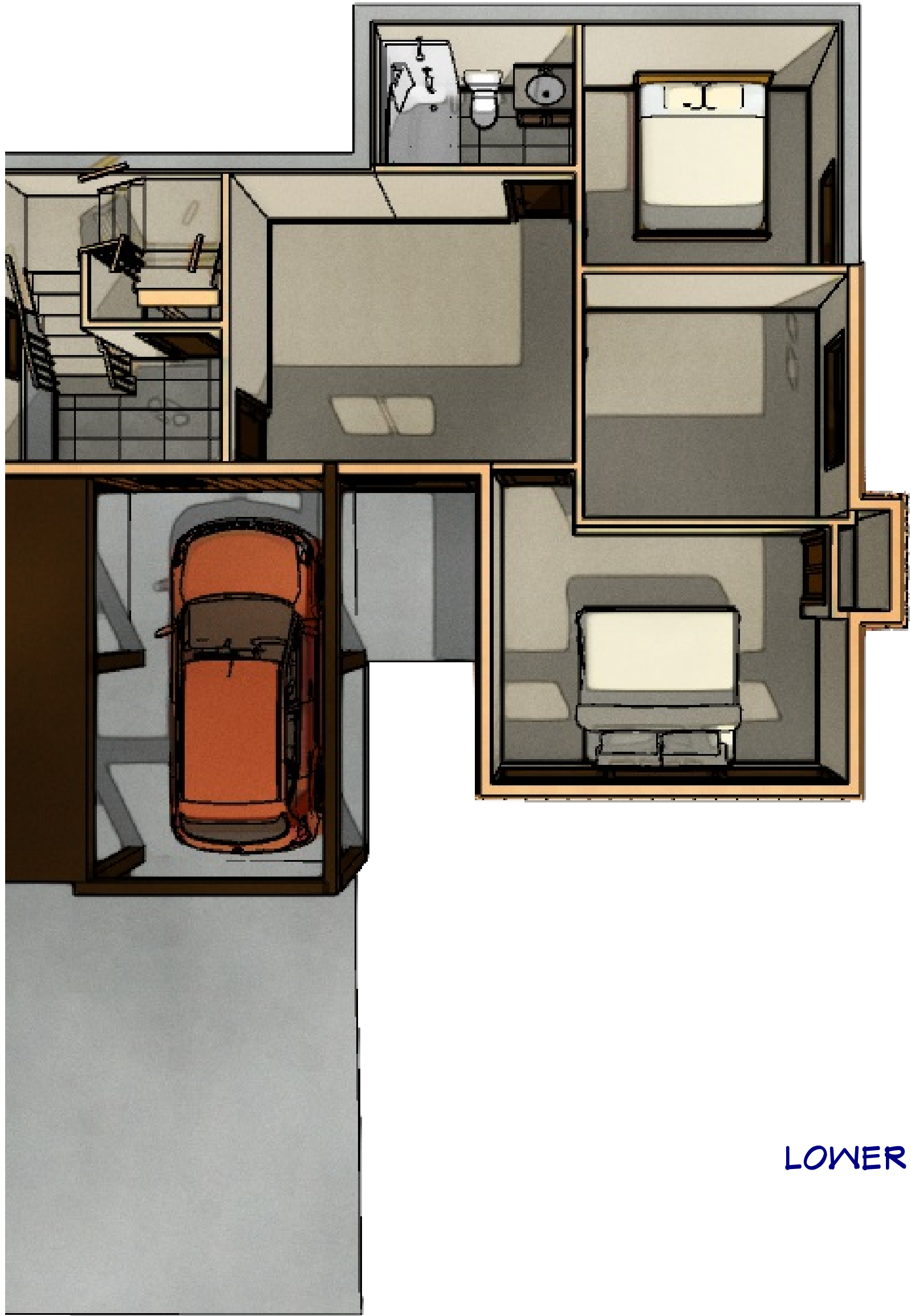
SHEET:
1

DEVELOPMENT PERMIT ONLY - NOT FOR CONSTRUCTION

NOTE:
1st FLOOR: 802 sq.ft. + 250 sq.ft. COVERED ENTRY/CARPORT
2nd FLOOR: 462 sq.ft. + 234 sq.ft. BALCONY/COVERED PATIO/SKI STORAGE
3rd FLOOR: 735 sq.ft.
TOTAL: 2499 sq.ft. + 484 sq.ft. COVERED PATIO/DECKS



LOWER FLOOR PLAN



LOWER FLOOR OVERVIEW

DEVELOPMENT PERMIT ONLY - NOT FOR CONSTRUCTION

REVISION TABLE		
NUMBER	DATE	REVISION DESCRIPTION
1	MAY/27/19	INITIAL PRELIM
2	JUN/12	5M EXN DP SET

DRAWN BY Martin Meninger Shauna Mizinsky	PROJECT LOCATION	LOT 50 FEATHERTOP
	DESIGNER	Meninger Construction & Design Ltd. #10-220 NEAVE RD. Kelowna, BC V1V 2L4 Tel: (250) 765-6698 Fax: (250) 765-6078

PROJECT TITLE	HETHERINGTON CHALET LOT 50
	1st FLOOR PLAN



DATE:
6/12/2019

SCALE:
1/4" = 1' 0"

SHEET:
2



REAR ELEVATION
AVG. HEIGHT: 23.2'



Page 247 of 515

REVISION TABLE		
NUMBER	DATE	DESCRIPTION
1	MAY/27/19	PRELIM
2	JUN/12	5/15/19 DP Set

DRAWN BY Marlin Meninger Shauna Mizinsky	PROJECT LOCATION	LOT 50 FEATHERTOP
	Weninger Construction & Design Ltd. #10-220 NEAVE RD Kelowna, BC V1V 2L4 Tel: (250) 765-6698 Fax: (250) 765-6078	

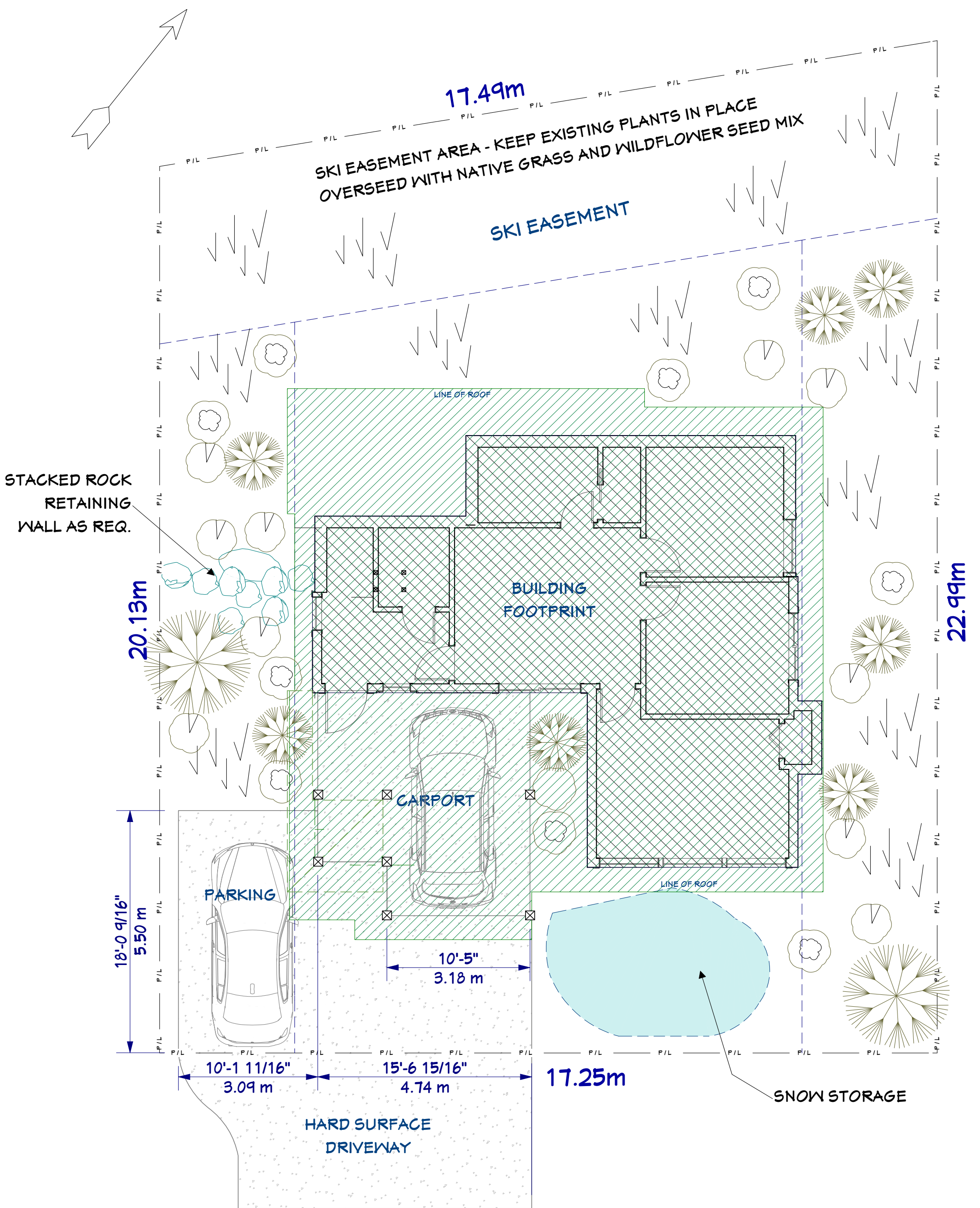
PROJECT TITLE	HETHERINGTON CHALET LOT 50
DATE TITLE	LANDSCAPE PLAN

DRAWINGS PROVIDED BY:	WCD WENINGER CONSTRUCTION & DESIGN LTD.
	CO CORALIT DESIGN

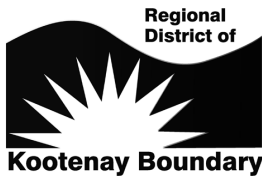
DATE:	6/12/2019
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SCALE:	3/16" = 1"
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SHEET:	8
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DEVELOPMENT PERMIT ONLY - NOT FOR CONSTRUCTION



Staff Report

RE:	Front Counter Referral – Interoute Construction Ltd - License of Occupation – Aggregate and Quarry Materials		
Date:	July 25, 2019	File #:	D-693-03613.000
To:	Chair Russell and members of the Board of Directors		
From:	Liz Moore, Senior Planner		

Issue Introduction

We have received a Front Counter BC referral regarding a proposed license of occupation for a sand and gravel quarry in Electoral Area 'D'/Rural Grand Forks, north of Grand Forks (see Attachments).

Property Information	
Owner(s):	Crown
Applicant	Interoute Construction Ltd.
Location:	Surveyed Crown Land, North Fork Rd.
Legal Description:	DL 693, SDYD, Electoral Area 'D'/Rural Grand Forks
Area:	74.4 ha (183.8 acres)
Current Use(s):	Vacant
Land Use Bylaws	
OCP Bylaw No. 1555	Parks and Recreation
DP Area	NA
Zoning Bylaw No. 1299	Rural Resource 1 (RUR1)
Other	
ALR:	Partial
Waterfront / Floodplain	NA

History / Background Information

The subject property is approximately 15 km North of Grand Forks on North Fork Road. The western edge of the subject property is in the ALR, however the area proposed for the license of occupation is not.

In 1979, a 5 acre portion of the subject property, south of Volcanic Creek Forest Service Road (FSR), was proposed for a residential lease, which was opposed by the RDKB as it did not meet the minimum lot size of 25 acres. The portion proposed for the lease appears to have remained vacant.

Page 1 of 3

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In 1984, a quarry for gravel and sand was proposed to use 2.78 ha on the subject property, to extract material for mineral supplement in fertilizer and animal feed. The RDKB did not object to this proposal.

In 1985, 5.5 hectares of the subject property were leased for grazing purposes.

The subject property is designated Parks and Recreation in the OCP. The objectives for this designation include the provision of and safe use of parks for the residents of the area, as well as to legalise access to areas presently used by residents for recreational purposes. The current zoning for this parcel, in Zoning Bylaw no. 1299, is Rural Resource 1. Agriculture, campgrounds, conservation areas, and forestry are some of the permitted uses in that zone.

Proposal

The referral is for a proposed license of occupation application to the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) for a period of ten to thirty years for a sand and gravel quarry. The proposed area of operation is 6.1 ha. The anticipated rates of extraction for the first five years will be approximately 9500 tonnes per year from the estimated reserve of 400,000 tonnes of aggregate material within the application area.

Proposed activities for the pit on the subject property includes screening and crushing aggregate, but no washing. The application states that the proponent intends to follow the Best Management Practices set out by the Province of British Columbia.

No reclamation work is proposed for the first five years of the project. The applicants express that the expected end land use for this extraction site will be wildlife habitat.

Implications

The applicant has attached a management plan for the proposed project, stating that they plan to make this a long term extraction project, up to 30 years, however the plan submitted to the Ministry of Energy, Mines & Petroleum Resources (MEMPR) is only for 2019-2023. They have recently submitted a Notice of Work Application to MEMPR for the proposed quarry.

Section 309 of the Electoral Area 'D' Zoning Bylaw states that provincial legislation such as the *Mines Act* and the *Mineral Tenure Act* supersede the authority of the RDKB over both private and crown lands with regard to mining activities, including gravel extraction, and these activities cannot be restricted by our bylaws. The Mines Branch has a review process used for addressing the public interest.

The map submitted by the applicant shows a Ministry of Transportation and Infrastructure (MOTI) aggregate pit to the west of the proposed quarry location. The MOTI pit location is situated approximately where a portion of the subject property is designated as Rural Resource 2, rather than Parks and Recreation, which is the designation for the rest of the property.

Page 2 of 3

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This property was designated as Parks and Recreation due to the presence of a FLNRORD Use, Recreation and Enjoyment of the Public (UREP) reserve. It is the Planning and Development Department's belief that the Parks and Recreation designation was intended to coincide with the UREP and that the land where the quarry is proposed to be developed is not within the bounds of the UREP reserve. A request has been made to Front Counter BC by the GIS Department to verify the extent of the UREP and where it is situated on the property.

Advisory Planning Commission (APC)

The Electoral Area 'D'/Rural Grand Forks APC met on July 2, 2019 and moved that the following comments/concerns be forwarded to Front Counter BC:

- Will reforestation happen prior to the 30 year end of the 30 year license of occupation?
- Would like to ensure that any marketable trees that are cut are actually marketed.
- Would like to ensure that the safest wildland burning practices are utilized when burning forest debris.
- The "appropriate seed mixture for wildlife" should be selected in consultation with the Boundary Invasive Species Society."
- There are concerns regarding an increase in the amount of commercial traffic on North Fork and Granby Roads. Both these roads have a high amount of pedestrian, bicycle, and horse traffic and Granby Rd. especially has a number of narrow, windy areas.
- There are also concerns regarding commercial traffic meeting at the intersection of North Fork Rd. and Volcanic Forest Services Rd.

Recommendation

That the Regional District of Kootenay Boundary Board of Directors direct staff to forward this staff report 'Front Counter Referral – Interoute Construction Ltd - License of Occupation – Aggregate and Quarry Materials,' dated July 25, 2019, which includes the questions, comments and recommendations of the Electoral Area 'D'/Rural Grand Forks Advisory Planning Commission to Front Counter BC for consideration.

Attachments

Site Location Map
Subject Property Map
Applicant Submission

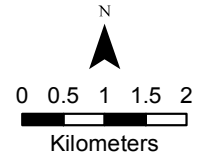


Regional District of
Kootenay Boundary

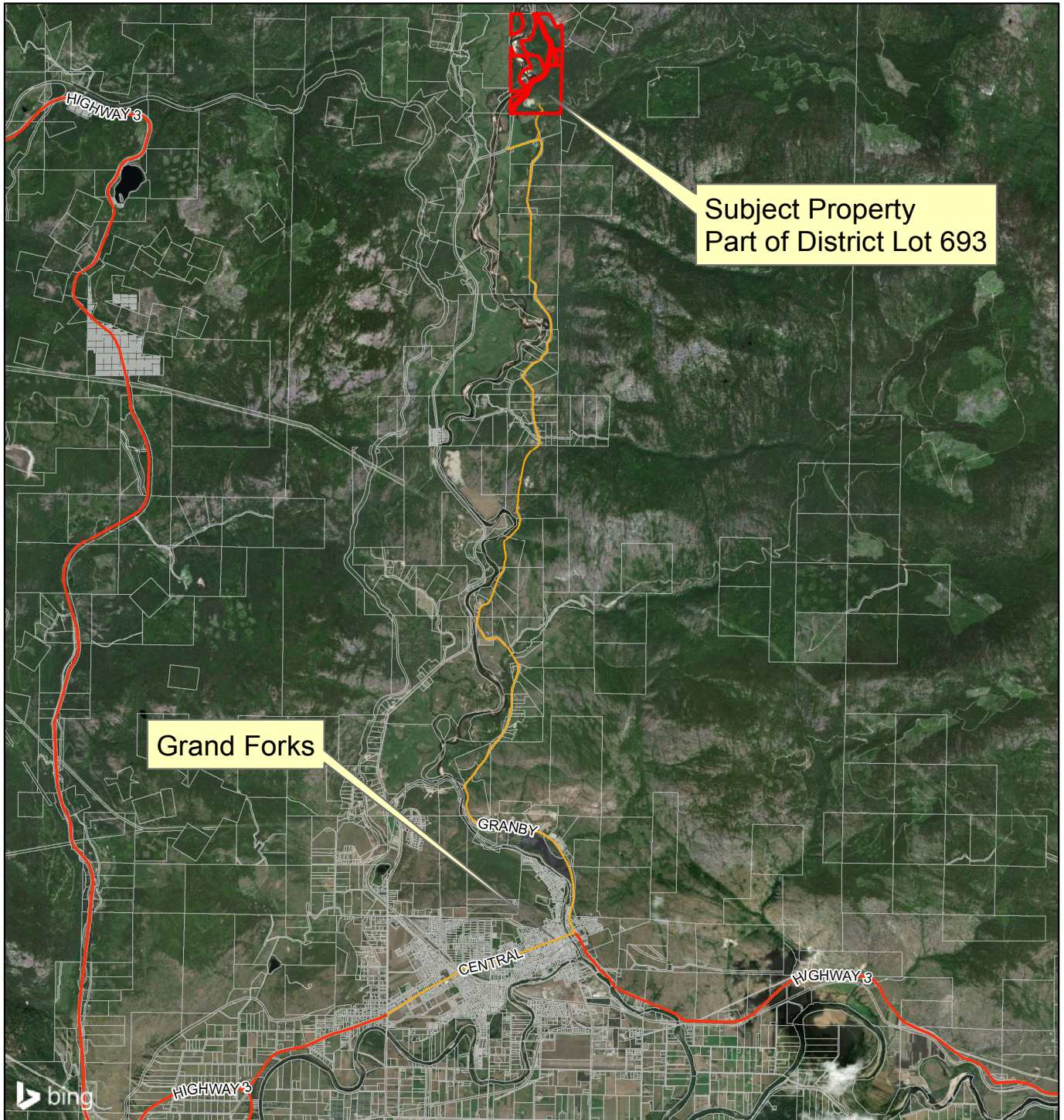
Date: 2019-06-19

Site Location Map

DL 693,
SDYD



1:80,000



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Crown Land Tenure Application

Tracking Number: 100267610

Applicant's Submission

Applicant Information

If approved, will the authorization be issued to an Individual or Company/Organization? Company/Organization
What is your relationship to the company/organization? Employee

APPLICANT COMPANY/ORGANIZATION CONTACT INFORMATION

Applicant is an Individual or an Organization to whom this authorization Permit/Tenure/Licence will be issued, if approved.

Name: Interoute Construction Ltd.
Doing Business As:
Phone: 604-575-3473
Fax: 604-575-3691
Email: erwin.spletzer@terusconstruction.ca
BC Incorporation Number: 0497648
Extra Provincial Inc. No:
Society Number:
GST Registration Number:
Contact Name: Erwin Spletzer
Mailing Address: - redacted -

REFERRAL / PUBLIC COMMENT CONTACT INFORMATION

Company / Organization: Interoute Construction Ltd.
Contact Name: Erwin Spletzer
Contact Address: 201-5550 152nd Street
Surrey BC V3S 5J9
Contact Phone: 604-575-3473
Contact Email: erwin.spletzer@terusconstruction.ca

ELIGIBILITY

Question	Answer	Warning
Do all applicants and co-applicants meet the eligibility criteria for the appropriate category as listed below?	Yes	

Applicants and/or co-applicants who are Individuals must:

1. be 19 years of age or older and
2. must be Canadian citizens or permanent residents of Canada. (Except if you are applying for a Private Moorage)

Applicants and/or co-applicants who are Organizations must either:

1. be incorporated or registered in British Columbia (Corporations also include registered partnerships, cooperatives, and non-profit societies which are formed under the relevant Provincial statutes) or
2. First Nations who can apply through Band corporations or Indian Band and Tribal Councils (Band or Tribal Councils require a Band Council Resolution).

TECHNICAL INFORMATION

Please provide us with the following general information about you and your application:

EXISTING TENURE DETAILS

Applicant's Submission

Do you hold another Crown Land Tenure?

Yes

Please specify your file number:

Lands File No. 4404091

If you have several file numbers, please make a note of at least one of them above. Example numbers: 1234567, 153245, others

ALL SEASONS RESORTS

The All Seasons Resorts Program serves to support the development of Alpine Ski and non-ski resorts on Crown land. For more detailed information on this program please see the operational policy and if you have further questions please contact FrontCounter BC.

Are you applying within an alpine ski resort? No

WHAT IS YOUR INTENDED USE OF CROWN LAND?

Use the "Add Purpose" button to select a proposed land use from the drop down menu.

If you wish to use Crown land for a short term, low impact activity you may not need to apply for tenure, you may be authorized under the Permissions policy or Private Moorage policy.

To determine if your use is permissible under the Land Act please refer to either the Land Use Policy - Permissions or Land Use Policy - Private Moorage located here.

Purpose	Tenure	Period
Aggregates & Quarry Materials Sand And Gravel	Licence of Occupation	Ten to thirty years

ACCESS TO CROWN LAND

Please describe how you plan to access your proposed crown land from the closest public road:

Site is right next to Volcanic Creek FSR, so access will come directly off this road, just as the MOTI pit that is located next door (west).

AGGREGATES & QUARRY MATERIALS

All uses of Crown land for mining, quarrying, digging or removal of building, construction and other materials listed in the Land Act, Section 19, Includes ancillary activities of material sorting, crushing, stockpiling and washing, and the operation of a temporary portable asphalt plant on site. Applies to quarrying of abandoned tailings areas on Crown land.

Specific Purpose:	Sand And Gravel
Period:	Ten to thirty years
Tenure:	Licence of Occupation

TOTAL APPLICATION AREA

Please give us some information on the size of the area you are applying for.

Please specify the area: 6.1 hectares

MINES ACT: NOTICE OF WORK

To explore and develop the Province's aggregate resources you may/will be required to obtain a Notice of Work under the Mines Act.

Have you submitted a Notice of Work application for a Mines Act permit? Yes

Provide the Tracking Number: 100267608

IMPORTANT CONSIDERATIONS

Do you intend to use the aggregates for hydraulic fracturing (Fracking)? No

ADDITIONAL QUESTIONS

In many cases you might require other authorizations or permits in order to complete your project. In order to make that determination and point you in the right direction please answer the questions below. In addition, your application may be referred to other agencies for comments.

Is the Applicant or any Co-Applicant or their Spouse(s) an employee No

of the Provincial Government of British Columbia?

Applicant's Submission

Are you planning to cut timber on the Crown Land you are applying for? Yes

To cut timber on the Crown Land once your tenure has been issued you may require an Occupant Licence to Cut. Check out the website of the forest district responsible for more information or contact them if you have any questions.

Are you planning to use an open fire to burn timber or other materials? Yes

Please check the Wildfire Management Branch website to learn more about your responsibilities. Check the 'Guides to Open Burning' for the appropriate fire category. A Category 3 Open Fire will require a burn registration number. More information can also be provided by the Burn Registration line at 1-888-797-1717.

Do you want to transport heavy equipment or materials on an existing forest road? Yes

You must obtain a Road Use Permit from the Ministry of Forests, Lands and Natural Resources Operations if the road is a Forest Service road, or negotiate a Maintenance Agreement with an existing permit holder if the road is under road permit or special use permit.

Are you planning to work in or around water? No

Does your operation fall within a park area? No

LOCATION INFORMATION

LAND DETAILS

DRAWINGS

Please provide information on the location and shape of your Crown land application area. You can use one or more of the tools provided.

☒ I will upload files created from a Geographic Information System (GIS)

SPATIAL FILES

Do you have a spatial file from your GIS system? You can upload it here.

NOTE: If uploading a .shp, please ensure that it is a polygon that has been projected in BC Albers in NAD83 format.

Description	Filename	Purpose
Volcanic Road_Poly.dbf	Polygon.dbf	Aggregates & Quarry Materials
Volcanic Road_Poly.prj	Polygon.prj	Aggregates & Quarry Materials
Volcanic Road_Poly.shp	Polygon.shp	Aggregates & Quarry Materials
Volcanic Road_Poly.shx	Polygon.shx	Aggregates & Quarry Materials

ATTACHED DOCUMENTS

Document Type	Description	Filename
General Location Map	Volcanic Road_General Location Map_Fig 1	Interoute_Volcanic Road_LoO...
Management Plan	Volcanic Road_Mgmt Plan	Interoute_Volcanic Road_LoO...

Applicant's Submission

Other	Volcanic Road_Badger Plan	Interoute_Volcanic Road_LoO...
Other	Volcanic Road_CFP	Interoute_Volcanic Road_LoO...
Other	Volcanic Road_Cover Letter	Interoute_Volcanic Road_LoO...
Other	Volcanic Road_Detailed Location Map_Fig 2	Interoute_Volcanic Road_LoO...
Other	Volcanic Road_Orthophoto Map_Fig 4	Interoute_Volcanic Road_LoO...
Site Plan	Volcanic Road_Detailed Site Plan_Fig 3	Interoute_Volcanic Road_LoO...

PRIVACY DECLARATION

☒ Check here to indicate that you have read and agree to the privacy declaration stated above.

IMPORTANT NOTICES

- Once you click 'Next' the application will be locked down and you will NOT be able to edit it any more.

DECLARATION

☒ By submitting this application form, I, declare that the information contained on this form is complete and accurate.

OTHER INFORMATION

Is there any other information you would like us to know? No

APPLICATION AND ASSOCIATED FEES

Item	Amount	Taxes	Total	Outstanding Balance
Crown Land Tenure Application Fee	\$1,000.00	GST @ 5%: \$50.00	\$1,050.00	\$0.00

PROJECT INFORMATION

Is this application for an activity or project which requires more than one natural resource authorization from the Province of BC? No

OFFICE USE ONLY

Office Cranbrook	File Number	Project Number
	Disposition ID	Client Number



Applicant's Submission

November 21, 2018

Ministry of Forests, Lands, Natural Resource Operations and Rural Development
1902 Theatre Road
Cranbrook, BC
V1C 7G1

Email: Frontcounterbc@gov.bc.ca

Re: Management Plan for the Volcanic Road Pit – Mine No. 1631059

Interoute Construction Ltd. (dba Selkirk Paving) is providing this Management Plan to accompany its' License of Occupation Application (**Tracking No. 100267608**) on the above project. This Management Plan is intended to meet the requirements of the General Application for Aggregates and Quarry Materials, dated February 2007.

Section A – Project Overview

This project is a long-term development (up to 30 years) of an aggregate resource by Interoute Construction Ltd. (dba Selkirk Paving).

The project site is located on a section of crown land noted as "That part of District Lot 693, SDYD" located in the vicinity of Volcanic Creek, containing 6.1 ha more or less. The project area is approximately at UTM (11U) 394720E and 5445730N. This particular crown parcel is illustrated as a "red polygon" on the attached mapping.

The project is located ~14.6 km due north of Grand Forks. To access the site you cross the Granby River bridge on the east end of Grand Forks, and turn left onto Granby Road and follow for ~15.7 km to a point just east of the Granby River Crossing, then you turn right onto North Fork Road and proceed for ~940 m to Volcanic Creek FSR located on the right. Follow Volcanic Creek FSR for ~600 m to the project site (Figure 1).

The proposed mine plan that was submitted to MEMPR covers mine development of the project site for only the years 2019 to 2023. However, the company is anticipating a License of Occupation for a minimum ten (10) year period will be received from FLNRORD.

It is expected that mining of the aggregate resource over the next five (5) years, will be at a nominal mining rate of 9,500 tonnes (4,750 m³) per year. **Note:** The defined area within the proposed License of Occupation (LoO) boundary (red polygon) has an overall reserve of ~400,000 tonnes of aggregate materials (Figure 2).

It is anticipated that the mining and development will comply with the **Mines Act** and the **Health, Safety and Reclamation Code for Mines in BC, 2017 (HSRC)**. The operational intent will be to locate equipment to the site during the work (summer) season (April to end of November), with the purpose of extracting aggregate products for use in the Grand Forks area.

To this end, the company has recently applied to the Ministry of Energy, Mines and Petroleum Resources (MEMPR – Cranbrook) with a Notice of Work Application for the Volcanic Road Pit (**Tracking No. 100267608**).

This development is not expected to have any environmental and/or socio-community impacts given its relatively small size and/or location. The company will have in-place; plans regarding archaeological chance find procedures and mine emergency response plan (including fuel management & spill contingencies).

The project is expected to be developed in an environmentally sensitive manner, and the company proposes to accomplish this by implementing plans, utilizing technology and using industry standard "best management practices" (BMP's), as a means to either eliminate and/or minimize the environment impacts associated with the project. It is expected that the company's standard sediment and erosion control procedures will suffice for the site. The company will utilize the "Aggregate Operators Best Management Practices Handbook for BC, Volume II, April 2002" as a point of reference for its operation.

http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/mineral-exploration-mining/documents/permitting/agg_bmp_hb_2002vol2.pdf

The company's reclamation plan for this project is meant to achieve an end land use of wildlife habitat.

Section B – Project Description

Part I. – Description of Work

The 2019 to 2023 mine plan consists of operations, decommissioning of components and associated activities that would be typical for any small sized aggregate operation in BC. Whereby aggregate materials are excavated, screened and sometimes crushed on-site to obtain the preferred grain size and quality for construction, concrete and/or asphalt production. For this project, crushing and screening of aggregate materials are contemplated; however there will be no washing of aggregate materials.

The 2019 to 2023 mining area is noted on Figure 3, and is marked as a "**dashed outline**". Within the next five (5) year mine plan, it is anticipated that mining will be initiated within Phase 2 - Yellow Polygon that is indicated on Figure 3.

The extraction (mining) faces will be at a maximum height of approximately seven (7) meters as shown in cross section (Figure 5). The pit faces will be mined using either a loader and/or excavator, as a means to excavate the materials to an approximate 1.5:1 interim slope angle, in order to maintain compliance with **Part 6.23.4** of the HSRC.

The annual production from the pit as indicated will be 9,500 tonnes (4,750 m³) per year during the 2019 to 2023 period. It should be noted that there will be substantial aggregate reserves left to be mined after 2023.

The operation will be in compliance with the HSRC, and will utilize the following equipment – loader, excavator, tandem dump trucks for excavation of aggregate for the company's paving and/or concrete plants and for other local infrastructure projects. The operation will use typical equipment such as Cat 966C - Front End Loader, Volvo 290 – Excavator, Tandem dump trucks, 350 TPH crushing unit and 100 TPH screening unit (CEC, 2010 Double Deck and Extec 5367).

During and on completion of mining, all final pit slopes will be resloped to a consistent 2:1 slope angle. The slopes will then be covered with the stockpiled topsoil/mineral soils. As well, all pit floors will be covered with stockpiled topsoil/mineral soils and planted as necessary for the end land use.

It should be noted that no reclamation work is planned for the first five (5) years, as the extraction area is very small, the company needs the development area for product stockpiles, screening and/or general operating aspects and that the initial bench will be mined out in future years. If there is any reclamation undertaken, it would involve resloping of final pit wall from the Phase 1 along the eastern boundary buffer zone.

The area of the Volcanic Road Pit development was selected due to its extensive supply of good quality aggregate materials, relatively flat terrain, existing sand & gravel operations within close proximity of the site, and existing access infrastructure which will allow for an acceptable development plan.

As part of the development, the company will be applying for an Occupant License to Cut for removal of the forest cover that overlays the aggregate resource.

There will not be a requirement for an *Environmental Management Act* – Effluent Permit given that the project is not anticipated to have any effluent discharge. The control of TSS and turbidity of any contact surface waters (if required) will be achieved through use of erosion and sediment control measures such as sediment ponds, silt fencing and straw (hay) bales.

Part II. - Present State of Land

The present state of the land is shown in the orthophoto of the site (Figure 4).

The site is not located within the ALR, but is within the Regional District of Kootenay Boundary (RDKB), designated under Electoral Area "D" - Official Community Plan, Bylaw No. 1555, 2016 and Electoral Area "D" - Zoning Bylaw 1299, 2005.

The topography of the site is a sloping 10% gradient from an east to west direction over the property alignment, and it is vegetated with timber consisting of mature conifer trees and shrubs.

The site is dry, and there are no watercourses that will be affected by the aggregate extraction.

At this time, there are no structures and/or other improvements on the land. It is expected that no structures will be constructed during this development.

The pit is located within several first nation consultative boundaries, and these first nations were consulted on by MEMPR as part of an Aggregate Exploration Permit, which was issued under approval number 18-1631059-0612.

The topsoil (organics) within the development area was noted to be ~30 to 40 cm in thickness over the proposed mining area, during the test pit program. Prior to mining, these soils will be salvaged and stockpiled (see Figure 3) for future site reclamation requirements. Below the organics, it was noted in the test pits that there were no mineral soils, only aggregate materials. However, if mineral soils are encountered during mining activities they will as well be stockpiled.

There are overlapping and/or proposed land use (Parks and Recreation) criteria over this land base; however given that the operation will generally be sporadic and/or limited on an annual basis, there should be limited impact on these other uses.

Part III. - Reclamation

The reclamation and closure of the Volcanic Road (aggregate) operation will follow the general guidelines recommended by **Part 10.7.1 to 10.7.10** of the HSRC. It will be the intent of Interoute, to prevent long-term environmental impacts at the site. It is expected that the end land use for this site will be wildlife habitat, and that the reclamation plan will foster return to appropriate and functional values on the site.

The objectives of the reclamation plan will be to create a physically stable environment, and to ensure that there are no impacts to aquatic and/or terrestrial resources from the mining activities. These objectives would be consistent with the requirements of the HSRC.

It should be noted that Interoute, reserves the right to have an opportunity for the reclamation plan to be refined during the operational period of the project. After closure, the site will be left in a safe and secure manner for the long-term with no projected maintenance. The final site reclamation will meet the end land use objectives.

The reclamation will be undertaken in a timely manner to limit potentially negative site values. However, given the location and no watercourses located at the site, any potential negative site values to the environment can be avoided.

It will always be the intent of the company to achieve the following goals:

- Minimize or eliminate public safety hazards;
- Minimize potential effects to the environment, particularly water resources;
- Provide long-term stable landform configurations;
- Reclaim surface disturbances for beneficial use; and
- Minimize the requirements for post-closure monitoring and maintenance.

It was concluded during the planning stage that progressive reclamation was a viable option; however for the first five (5) years there is limited option given the initial small area of development. Reclamation efforts on the site will be undertaken as final areas become available through completion of development, which could be some of the eastern wall that could be resloped during the 2019 to 2023 period. It is expected that the company will not go outside the estimated 2.0 ha of disturbance (mining, stockpiling, etc.) at the site during the next five (5) years.

It is expected that the reclamation activities of the Volcanic Road Pit development will generally consist of the following:

- During operations, stripping of topsoil/mineral soil to just below the rooting depth will be undertaken, and the soil(s) will be stockpiled within the nineteen (19) meter retained buffer zone. Any remaining material such as overburden, dirty sand, etc. that might be encountered, will be placed in an adjoining stockpile located on the western and eastern boundaries of the Mine Permit Area. The developed soil stockpiles within this buffer zone will have an application of erosion control grass seeding, to reduce erosion and noxious weed invasion. Noxious weeds will be controlled by spraying with approved weed control products that are acceptable for this area; and

Applicant's Submission

- On pit completion, all final pit slopes created by mining activities will be resloped to a 2H:1V slope angle. The resloped area(s) and pit floor will then have ~30 cm minimum of topsoil/mineral soil replaced over the area. Portions of the disturbed area (60%) will be replanted with appropriate tree (pine) seedlings for the elevation, aspect and area, and the remaining 40% of disturbed area will be covered with an appropriate seed mixture for wildlife.

No external fill will be placed into the mined out pit area, however any unused stockpile fill materials such as overburden, dirty sand, etc. will be pushed onto the mined out pit floor and spread out, prior to placement of topsoil.

The goals of the reclamation plan will be to provide the necessary details of the reclamation objectives, and to provide an opportunity for the plan to be refined during the operational period of the project. After closure work has been completed, the project will need to be left in a safe and secure manner for the long-term with little projected maintenance.

Section C – Additional Information

The development is not expected to have any environmental and/or socio-community impacts given its relatively small size and/or location. The company will have in-place plans regarding archaeological chance find procedures (CFP) and fuel management & spill contingencies (MERP). **Note:** These particular plans are part of the ***Mines Act*** Permit.

It is expected that the company, will operate and use “Best Management Practices” approach in the development and operation of the site.

I. Environmental

a. Land Impacts

This Management Plan highlights the proposed operational area and its potential impacts to the land base.

The operation will be “stockpiled buffered” in order to reduce visual impacts to outside sources, as noted in Figure 3. As well, on Figure 4, it can be seen that the proposed LoO is surrounded by forest at this time with the exception of the area next to the MOTI pit.

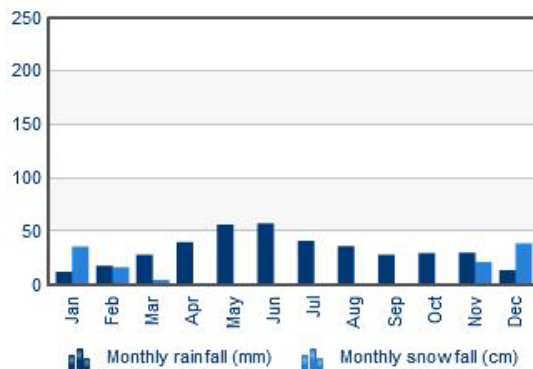
There are no known or documented archaeological sites within the proposed development area.

b. Atmospheric Impacts

Climate

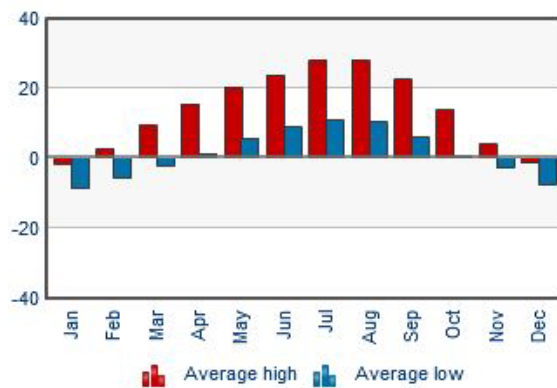
Annual rainfall in nearby Grand Forks averages 391 mm per year with the majority falling during March to November. The area gets snowfall at an average rate of 118 cm per year mainly between November and February. The following graph shows the average monthly precipitation for Grand Forks, to be 509 mm per year.

Applicant's Submission

Average Monthly Precipitation – Grand Forks, BC

The extreme daily rainfall event for the site in 24 hrs was 48 mm, and the extreme daily snow event was 41 cm.

Annual temperatures in the area averages 7.7°C, with the warmest months being April through September with daily maximum averages of +15.6 to +28.1°C, and the coldest months being December through February with daily minimums of -5.6 to -8.5°C. The following graph illustrates the average monthly in the area.

Average Monthly Temperature – Grand Forks

Atmospheric Effects

It is expected that potential atmospheric impacts will be minimal from equipment emissions and/or fugitive dust during mobilization, demobilization, land clearing, excavating, haulage and screening operations.

It is expected that there will be minimal (insignificant effects) impacts (such as deterioration or air quality and lower visibility due to diesel and fugitive dust emissions) on and from the site during construction and operations.

However, to assist with reducing atmospheric effects the company will undertake the following:

- Use modern construction (mining) equipment that meets latest applicable Canadian emission standards;
- Ensure proper inspection and maintenance of equipment;
- Operate equipment within specifications and capacity;
- Limit vehicle and construction equipment idling;
- Use low sulphur fuels for all diesel equipment;
- Revegetate any parts of the development that will not be disturbed in the future;
- Clear only the trees needed for mining in that particular area;
- Through a planned site layout (minimize creation), operational controls (control escape); air quality (dust removal) and cessation, the company can manage and mitigate any generated fugitive dust; and
- Maximize use and commit to Best Management Practices such as following the guidelines set forth by the *"Aggregate Operators Best Management Practices Handbook for British Columbia (April, 2002)"*.

c. Aquatic Impacts

For the Volcanic Road Pit, it is expected that the development will have insignificant (minor) changes to surface water quality and quantity. It is expected; that given the project's location and that it will not be operating continuously, any potential aquatic impacts would be intermittent, if at all.

The company will utilize mitigation and monitoring as tools to minimize aquatic impacts, as necessary. The operation will use water management structures, and appropriate erosion and sediment control strategies such as managing sediment mobilization and erosion by installing sediment controls prior to land disturbance, limiting land disturbance to the minimum practicable extent, reducing water velocities across the ground, progressively rehabilitating disturbed land, ripping areas to promote infiltration, and restricting access to rehabilitated areas, and installing appropriate temporary erosion and sediment control measures or "Best Management Practices" prior to, and during activities.

In regards to groundwater protection, several test pits were dug and did not encounter any groundwater (table). However, to help protect groundwater quantity and quality from potential impacts of the proposed mining activity, no fuel storage will occur on-site during normal mining activities. If and when a large project is to be undertaken, than fuel storage will include double walled fuel tanks with appropriate additional protection. As well, there will be adequate training for on-site personnel with the emergency response equipment and supplies (spill kits) that are available for use when and if required during fueling.

d. Fish and Wildlife Habitat

Given the relative small size of the development, fish and wildlife habitats baseline studies were not required to be undertaken as part of the original applications. Meaning there were no literature reviews of management plans specific to the region, no identification of species at risk and/or no field surveys.

There will be no disturbance to fish and/or fish habitat during construction/operations of the development, given its location and proposed operating philosophy.

Applicant's Submission

As a means to minimize potential impacts to fish and wildlife habitat, it is expected that the company, will adhere to the requirements contained within the "**Handbook for Mineral and Coal Exploration in BC, 2008/09**" and the "**Health, Safety and Reclamation Code for Mines in BC, 2017**".

II. Socio-Community

a. Land Use

There are no known designated National Parks, National Historic Sites, National Marine Conservation Areas, National Wildlife Areas, Migratory Bird Sanctuaries or Marine Wildlife Areas within the development area.

There are currently no active forestry operations within the proposed LoO boundary.

Given that no baseline work was undertaken on the site, the recreation values cannot be substantiated but the values probably are around the low sensitivity and low significance values, given the sites proximity to the other higher areas and/or the limited access through the area.

b. Socio-Community Conditions

The project will not affect or influence any community services or infrastructure requirements due to it being a small operation that will operate intermittently.

c. Public Health

The project will not affect public health, again due to it being a limited size operation.

d. First Nations

The project is located within the traditional territories of several First Nations, as indicated by the Consultative database.

If you have any questions, please contact the undersigned by email Erwin.Spletzer@terusconstruction.ca or (604) 575-3689.

Regards



Erwin Spletzer, Aggregate Manager
Interoute Construction Ltd.
604-575-3473 (Direct)

Attachments

Applicant's Submission

Volcanic Road Pit – Badger Management Plan - 2018

If a badger is observed within the Volcanic Road Pit area, then the following actions will be implemented:

1. Note time, date and location of sighting as well as how many badgers are present and their activity. Take a picture, if possible, but do not approach the animal or disturb it. Note – Badgers are not aggressive or dangerous (unless cornered) but, as with all wildlife, should not be disturbed.
2. Report sighting to on-site supervisor.
3. If more than one badger is observed, sighting should be immediately reported to FLNRO – Cranbrook: 250-489-8540. Multiple badgers in one location usually indicate presence of mother with kits and may require a more detailed response.
4. If one badger is observed, report sightings to the BC badger website: www.badger.bc.ca
5. Badger burrows:
 - a. Fresh badger diggings are indicative that a badger is, or recently has been, in the area.
 - b. Badger burrows can be distinguished from other digging mammals – primarily Columbia ground squirrels - by their relatively large opening and oval shape. The hole is wider than it is tall (see figure). A large plume of excavated dirt is typical immediately adjacent to the burrow.
 - c. Columbia ground squirrel burrows typically have a smaller, circular shaped opening.
 - d. If a fresh burrow is noted (look for indication that dirt has moved around burrow since the last rainfall), a small stick can be placed across the entrance, stuck into the soil on each side to anchor it. If the stick is not moved over the next several days, this indicates that the badger is no longer using the burrow and has likely moved on.
 - e. If a burrow appears very fresh and is blocked just inside the entrance with dirt, this usually indicates that a badger is present in the burrow. The area should be left undisturbed and the burrow checked daily for continued presence. Once unplugged, use small sticks as above to test whether the badger is still using this burrow.
 - f. Watch for other burrows in the same vicinity as badgers will maintain more than one burrow.
6. In all cases, give the animal space to move on its own. Almost always the badger will move on and likely remain in the area for <24 hours, usually leaving the site in the night.

Applicant's Submission



Figure 5: Badger burrow – note oval shape and usually large plume of dirt outside burrow. Source: Weir and Almuedo (2010). Photo: Richard Klafki.

Archaeological Chance Find Procedure

Volcanic Road Pit – License of Occupation Application for Interoute Construction Ltd. (dba Selkirk Paving)

This protocol has been established to increase awareness of the importance of archaeological resource and to assist in planning future developments. The chance find procedures (CFP) outline the protocol to be followed if a new archaeology or heritage resources are encountered during sand and gravel excavations. These, however, can also be applied to any incidental observations of artifacts or sites that are made by non-mine personnel such as contractors or site visitors.

The general types of archaeological and heritage resources may include finds such as:

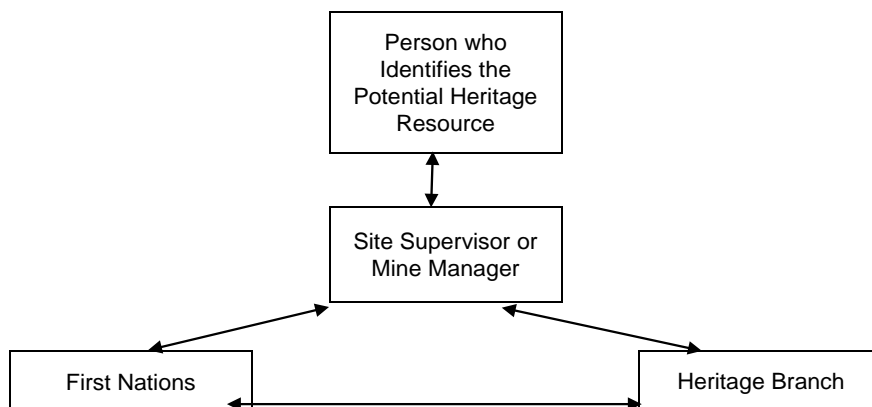
- Rock art, including pictographs and petro glyphs;
- Tree art and Culturally Modified Trees (CMT'S) such as bark stripping and planks;
- Surface features such as depressions created by former habitations, earthen fortifications; rock cairns, fish traps, clam gardens, burned rock and middens;
- Artifacts that have become visible on the land surface owing to erosion or recent land altering activity. These may be produced in a variety of materials such as stone, bone, antler, wood, or shell; and
- Buried cultural remains that may be sighted in a cut-bank, excavation, eroded shoreline, or other exposed deposit.

If any unidentified or previously unrecorded cultural heritage features are encountered during the investigation of the aggregate resource, all work will stop, and the Archaeology Branch (Ministry of Tourism, Culture and the Arts) and the affected First Nations will be informed. All archaeological sites within the province of British Columbia are protected from disturbance, whether intentional or inadvertent, by the *Heritage Conservation Act* (2003).

If you discover what you suspect may be a possible archaeological site:

- Stop all work in the area to avoid damaging the site.
- **Do not disturb any archaeological remains that you may encounter.**
- Report your discovery to your supervisor or if they are unavailable, then to **Tony Maida, Manager** who will provide further instructions, contact number **(250) 359-7281 (Office)** or **(250) 505-3107 (Cell)** or email Tony.Maida@selkirkpaving.com
- If you are unable to contact **Tony Maida**, please contact **Jim Spafford** of the Archaeology Branch by telephone at **(250) 952-4877** or email Jim.Spafford@gov.bc.ca

Chain of Communication for Archaeological Management



Applicant's Submission

- An archaeological or heritage resources site card must be completed. The person who identifies the potential archaeological/heritage resource or the site mine manager may complete the archaeology site card with the following basic information:
 - Date (when the archaeological find was first encountered)
 - Observer (name of the person recording the information on the site or artifact)
 - Site location (detailed enough so that it can be relocated, GPS if possible)
 - Type of site (e.g. archaeological site, burial site or artifact)
 - Disturbance (any obvious disturbance to the site, e.g. equipment, animals, etc.)
 - Photographs

The person collecting the information should be careful not to disturb the site further. If an artifact has been found, it must not be removed from the site.

- Archaeology site cards must be submitted to the **Selkirk Paving** office including photographs for project (mine) records.
- The site manager will contact a qualified archaeologist, and the Archaeology Branch, and provide details of the suspected site or artifact. If photographs are available, these can be provided to the archaeologist for preliminary assessment.
- The qualified archaeologist will go onsite to survey and document the find. The qualified archaeologist will assess the significance of the remains. Mitigation options for the site or artifact will be drafted by the archaeologist, and reviewed by the Archaeology Branch, and the affected First Nations. Agreement on mitigation approach will be determined by the qualified archaeologist in coordination with the Archaeology Branch and affected First Nations.

If you discover what you suspect may be a possible human remains:

- Stop all work in the area to avoid damaging the site.
- **Do not disturb any possible human remains that you may encounter.**
- Report your discovery to your supervisor or if they are unavailable, then contact **Tony Maida, Manager** who will provide further instructions.
- If you are unable to contact **Tony Maida, Manager**, and if the suspected human remains appear to be current, contact the **RCMP** at Grand Forks, BC **(250) 422-8281 or 911**.
- If you are unable to contact **Tony Maida** at **(250) 359-7281**, please contact the Archaeology Branch by telephone at **(250) 952-4877**.

The following steps will generally be followed

- The Coroner's Office and local policing authority are notified and the Coroner's Office determines whether the matter is of contemporary forensic concern.
- If the remains are not of forensic concern, the branch will attempt to facilitate disposition of the remains.
- If a cultural affiliation for the remains can be determined, the branch will contact an organization representing that cultural group. If the remains are of aboriginal ancestry, the branch will attempt to contact the relevant First Nation(s).
- Generally, if remains are still buried and are under no immediate threat of further disturbance, they will not be excavated or removed. If the remains have been partially or completely removed, the branch will facilitate disposition.
- The branch may arrange for a qualified anthropologist or archaeologist to provide an assessment of the remains.

Applicant's Submission

Archaeological Chance Find Report for the Volcanic Road PitName of Recorder:

Date and Time of Discovery:

Location (site name, co-ordinate, DBS):

Description of Find:

Photographs:

Who was contacted (Interoute personnel, First Nations, Archaeological Branch)? Recorded the name, date, time, phone number, and details of conversation; use a separate sheet if necessary:

Protection measures to be implemented:

Movable or immovable:

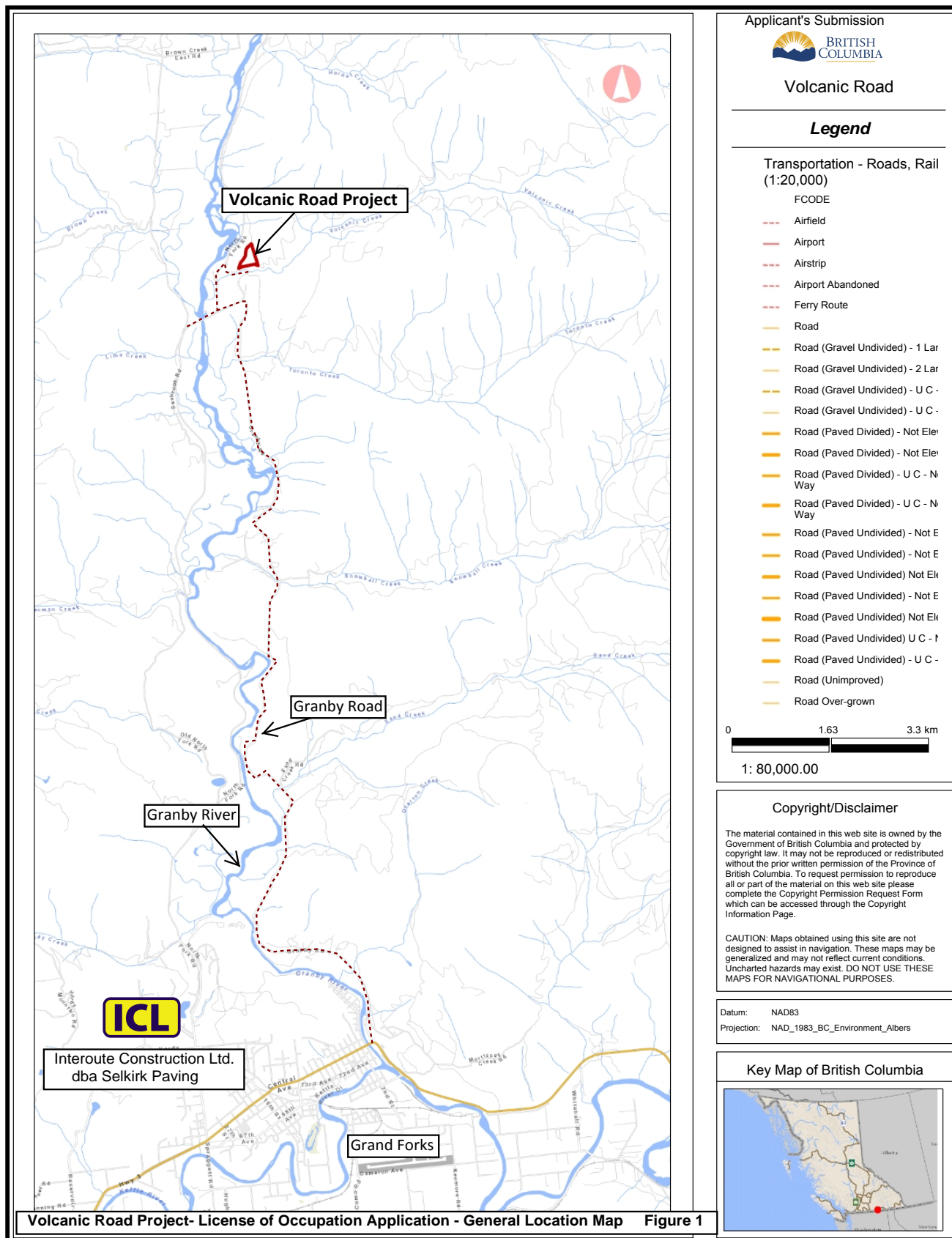
If moved location:

Further action required:

Date and time work in area recommenced:

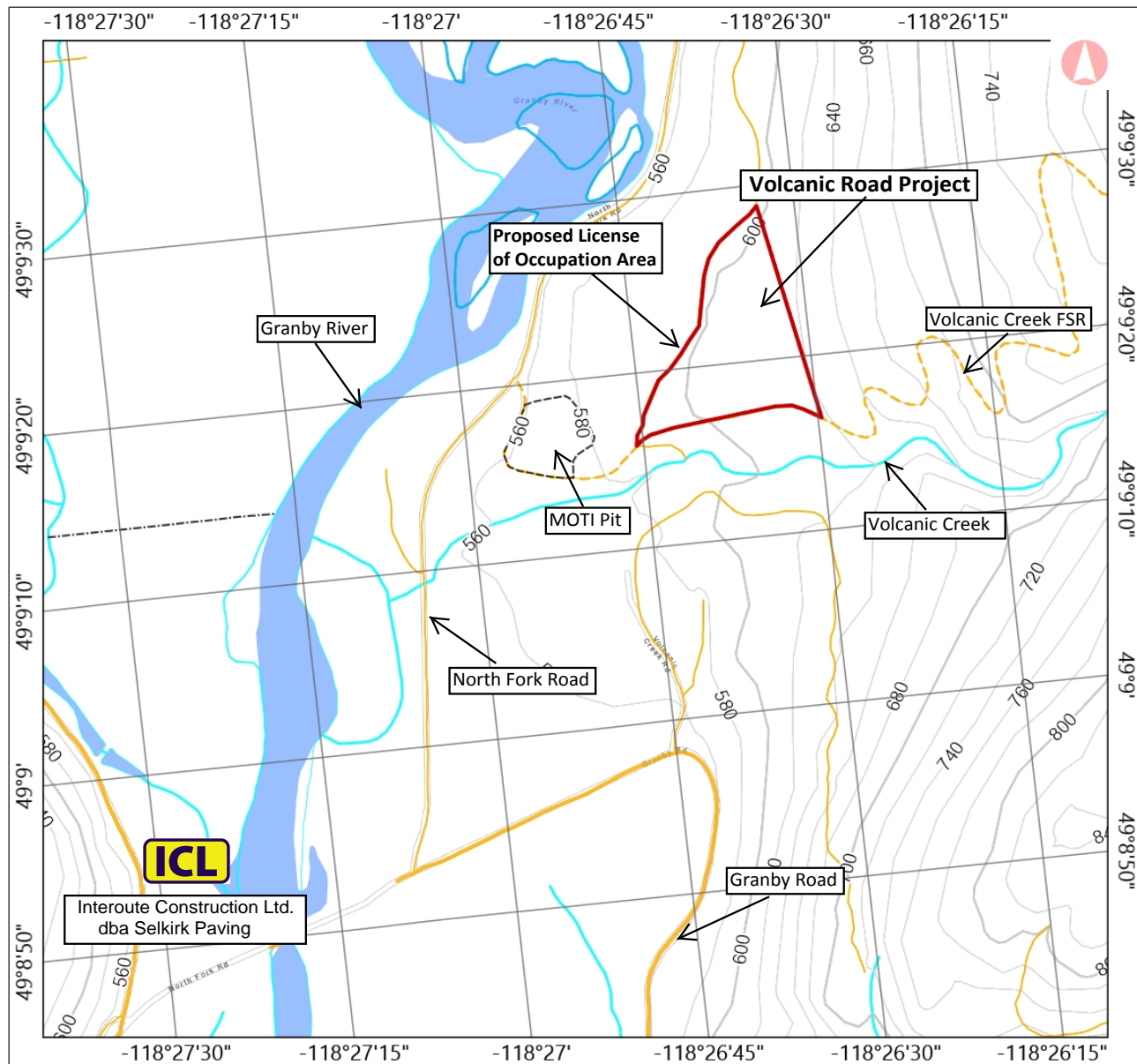
Printed name and signature of site contractor:

Date submitted:





Volcanic Road Project - License of Occupation Application - Orthophoto Map Figure 4



Volcanic Road Project - License of Occupation Application - Detailed Location Map **Figure 2**

Applicant's Submission



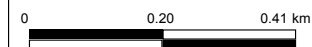
Volcanic Creek

Legend

Landmark - Mines, Pits, etc.

FCODE

- Yard
- Yard - Auto Wrecker
- Yard - Lumber
- Yard - Stock
- Fish Hatchery
- Electrical Substation Complex
- Mine (Open-pit)
- Mine (Underground)
- Pile - Raw Material
- Pit
- Pit - Abandoned
- Ammunition Dump



1: 10,000

Copyright/Disclaimer

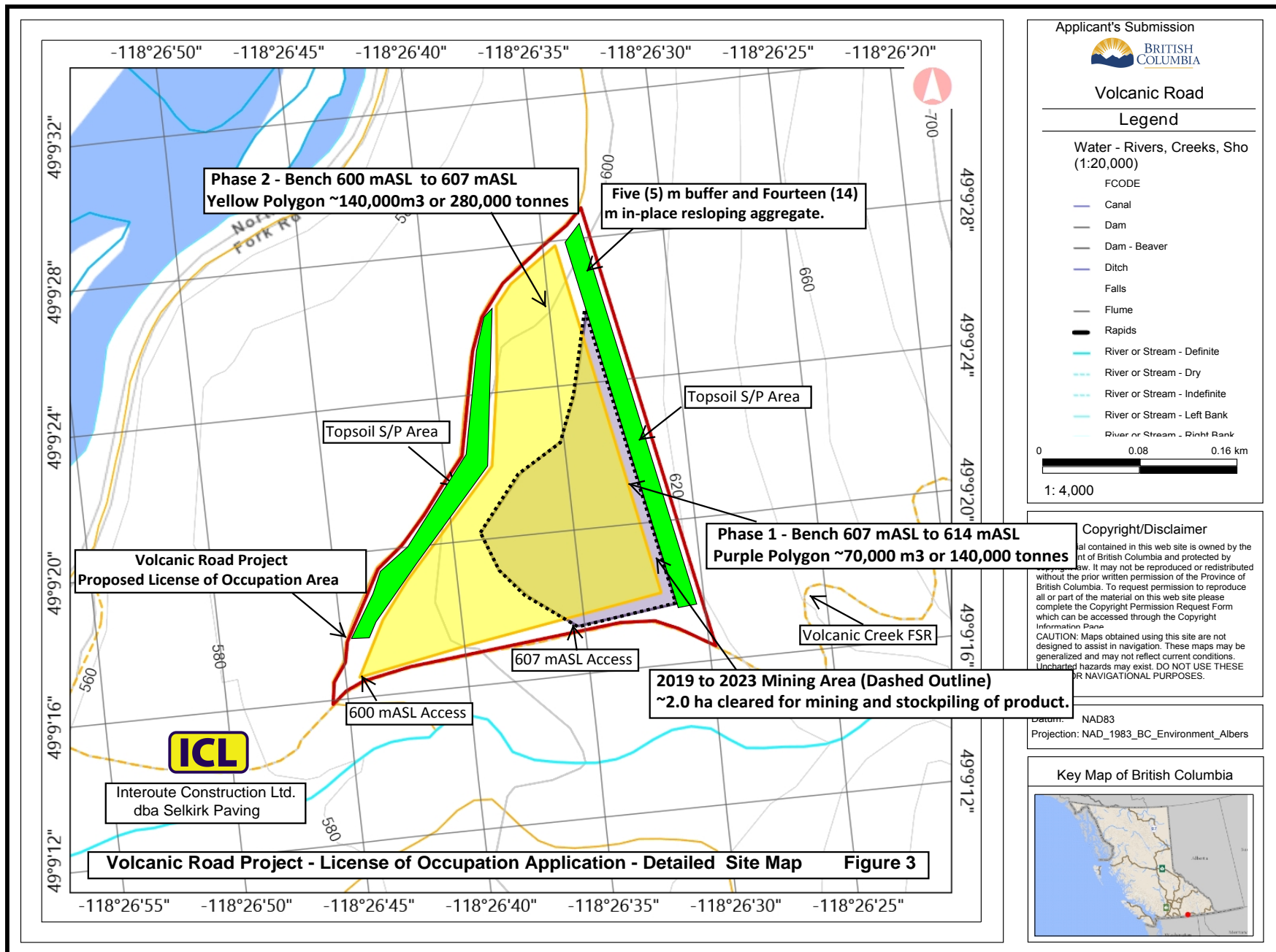
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CAUTION: Maps obtained using this site are not designed to assist in navigation. These maps may be generalized and may not reflect current conditions. Uncharted hazards may exist. DO NOT USE THESE MAPS FOR NAVIGATIONAL PURPOSES.

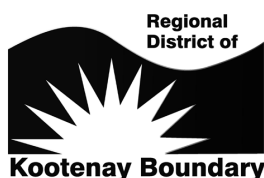
Datum: NAD83

Projection: NAD_1983_BC_Environment_Albers

Key Map of British Columbia







Staff Report

RE:	Ministry of Transportation and Infrastructure – Subdivision Revision – Monashee Ridge		
Date:	July 25, 2019	File #:	BW-4247-07914.000
To:	Chair Russell and members of the Board of Directors		
From:	Liz Moore, Senior Planner		

Issue Introduction

We have received notification of revisions made to a subdivision plan from the Ministry of Transportation and Infrastructure regarding a bare land strata subdivision plan in Big White (see Attachments).

Property Information	
Owner(s):	0980131 BC LTD
Location:	40 High Forest Crt., Electoral Area 'E'/Big White
Legal Description(s):	Block A, DL 4247, SDYD
Area:	4.3 ha (10.5 acres)
Current Use(s):	Vacant
Land Use Bylaws	
OCP Bylaw No. 1125:	Medium Density Residential
DP Area:	Commercial and Multi-Family DP1 Alpine Environmentally Sensitive DP2
Zoning Bylaw No. 1166:	Chalet Residential 3
Other	
Waterfront / Floodplain:	Two unnamed creeks

History / Background Information

The subject property is 4.3 hectares (10.5 acres) in size. There is currently one residence on the south west corner of the parcel. There are 2 creeks that run through the proposed phase 1 area and a portion of a skier easement (Plan KAP81903) through the entire property.

The subject property is within the 'Chalet Residential 3' (R3) Zone and permitted uses within this zone include Single Family Dwellings, Two-family Dwellings, and Pensions. The subject property is designated as 'Medium Density Residential'. The density goals for residential development in this designation are a maximum of 60 units per hectare, and a maximum floor area ratio (the gross floor area of the building(s) on a property divided by the total area of the property) of 0.8. The subject parcel is also within the

Commercial and Multi Family and Alpine Sensitive Landscape Reclamation Development Permit areas.

Grizzly Ridge and the Forest developments are located east of the subject parcel. These developments are within the Medium Density 4 (R4) Zone and share the same land use designations and the same Development Permit Areas as the subject property.

North of the subject property is unsurveyed Crown Lands that are designated as 'Powder Future Growth Area' in the OCP. To the south of the subject property is Big White Road and more unsurveyed Crown Lands that is designated as 'Lower Snow Pines Future Growth Area'.

In 2005, the RDKB was approached regarding development of an unsurveyed portion of Crown land adjacent to District Lot 4213. The intent at the time was to create a subdivision as an extension of the Forest. The proposed development planned to utilize the existing common access road, Forest Road through the Forest development.

After that initial meeting, District Lot 4247 was created and the OCP and Zoning Bylaws were amended. Bylaw 1289 amended the OCP to include the subject parcel within the 'Medium Density Residential' land use designation. This bylaw also incorporated the subject property into the 'Commercial and Multiple Family Development Permit Area' and into the 'Alpine Environmentally Sensitive Landscape Reclamation Development Permit Area'. Bylaw 1290 amended the zoning bylaw to incorporate the subject property into the 'Medium Density Residential 4' zone. Later the parcel was zoned 'Chalet Residential 3'.

This High Forest subdivision was intended for lots to be developed with duplex style housing, with a central lot to be used as a club house for amenities available for its residents. This proposal was supported by the RDKB and was granted preliminary layout (PLA) approval by the MoTI on June 8, 2006.

In August 2006 Development Permit 312-06D was issued on the subject parcel for the area described as lot 34 of the proposed subdivision for an amenity building. This building was intended to contain a pool, spa, and clubhouse for the residents of the Forest and High Forest developments. This development was never initiated and the permit is no longer valid.

In 2007 the MOTI preliminary approval extension was granted. The application cited conditions in local housing markets and the economy as a reason for the extension.

In 2016, discussions began with the new owner and the RDKB about phasing the subdivision. In early 2017 drafts of a new subdivision proposal were submitted to the RDKB for staff comment showing a new proposed layout and requesting clarification regarding setbacks. An application was also submitted to the MoTI. In March 2017, a subdivision referral package was submitted to the RDKB from the MoTI and another PLA was issued.

In April 2018, we received a letter from lawyers representing the Forest Stata. This letter was an official revocation of the Strata's support for the proposed subdivision at

Page 2 of 4

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the subject property and expressed concerns with the original plan to utilize the Forest Strata's road as access to the new subdivision. This letter stated that the strata owners in the Forest were concerned with elevated traffic on their property and potential safety issues that could result from the limited size of Forest Lane. In October 2018, a one-year extension to this PLA was granted by MoTI.

Proposal

The proposed bare land strata subdivision would create 17 strata lots within Phase 1 of four proposed phases. This is a revision of the 14 strata lots proposed in the PLA approved in 2017. The proposal for all 4 phases previously included 38 parcels. The current proposed subdivision is for 48 parcels in 4 phases. The intent of the subdivision is to create strata lots for residential development.

The proposed access to the subject property has been revised. It is now proposed that access will be from a junction off of Snow Pines Road, forming a y-shaped junction with Big White Road.

This report only focuses on the 17 strata lots proposed in Phase 1. The other phases noted are for reference only. Conditions of this subdivision and/or other circumstances may impact on future plans and phases.

Implications

The subject parcel and all properties within Big White are serviced by the Big White Water, Sewer, and Gas Utility Service. It is the requirement of the applicant to establish utility connections. Transportation and access to parcels are the responsibility of MoTI and the applicant.

Floodplain setbacks may affect the areas available for building on a number of proposed parcels. SL1, SL6, SL7, SL8, SL12 and SL13 buildable areas are reduced by the 15m setback required as part of the RDKB Floodplain Bylaw No. 677. In discussions with planning staff, the applicant has proposed to survey the natural boundary of the streams in summer 2019 to provide an accurate setback for building.

A parkland dedication will be required for this subdivision as per section 510 of *the Local Government Act*. In June 2017, the RDKB Board of Directors voted to require a third party appraisal of the subject property in order to determine the appropriate land value to use to determine payment in lieu of parkland.

The desired density for the Medium Density Residential Land Use Area is a maximum of 60 units per hectare. The subdivision as proposed will be below this density. The surrounding subdivisions also well below this density objective. This subdivision proposal will be keeping with the character of the surrounding subdivisions.

The existing residence is within the proposed phase 1 of the High Forest subdivision plan, situated on proposed strata lot 16. The applicant has proposed to survey this proposed parcel and the residence to ensure the building will be compliant with the Zoning Bylaw setback requirements.

The proposed parcel sizes for Strata Lots range from approximately 310m² to 1,630m². Within the Chalet Residential 3 Zone, the minimum parcel size for a single family dwelling is 428m² and is 510m² for all other permitted uses. As per the *Bare Land Strata Regulations*, when considering subdivision applications for a Bare Land Strata, the average size of proposed residential lots can be used instead of the applying the minimum parcel size requirements of the zoning bylaw to each proposed parcel. Taking this into consideration, the proposed average parcel size is 680m² for phase 1, above the minimum bylaw requirements.

Each proposed parcel is compliant with the frontage requirements for single family dwellings, which is 13 m, and 19 m for 2 family dwellings. Only 4 of the proposed parcels within this subdivision meet the requirement for 2 family dwellings. Areas and frontages of the proposed parcels in the other three phases have been requested.

The applicant provided correspondence with Jeremy Hopkinson, Director of Outdoor Operations, regarding a proposed encroachment into the skier easement by part of the proposed road in phases two and three. Mr. Hopkinson stated that this encroachment would be allowable depending upon approvals of the proposed intersection by MoTI.

Planning Staff has raised the question with the applicant and MOTI as to whether permission is required from the Snowpines strata council for the proposed intersection, as it appears that the proposed location may require use of that strata's roadway in order for access to be established to the Monashee Ridge proposed subdivision.

Advisory Planning Commission (APC)

The Big White APC supported this application at their July 2, 2019 meeting with the following conditions:

- That the road receive Ministry of Transport approval.
- Snow Pines strata are able to comment.
- Payment in lieu of parkland be sorted out.

Recommendation

That the staff report regarding the Ministry of Transportation and Infrastructure referral for a proposed subdivision, for the parcel legally described as Block A, DL 4247, SDYD, Big White, Electoral Area 'E'/West Boundary, be received.

Attachments

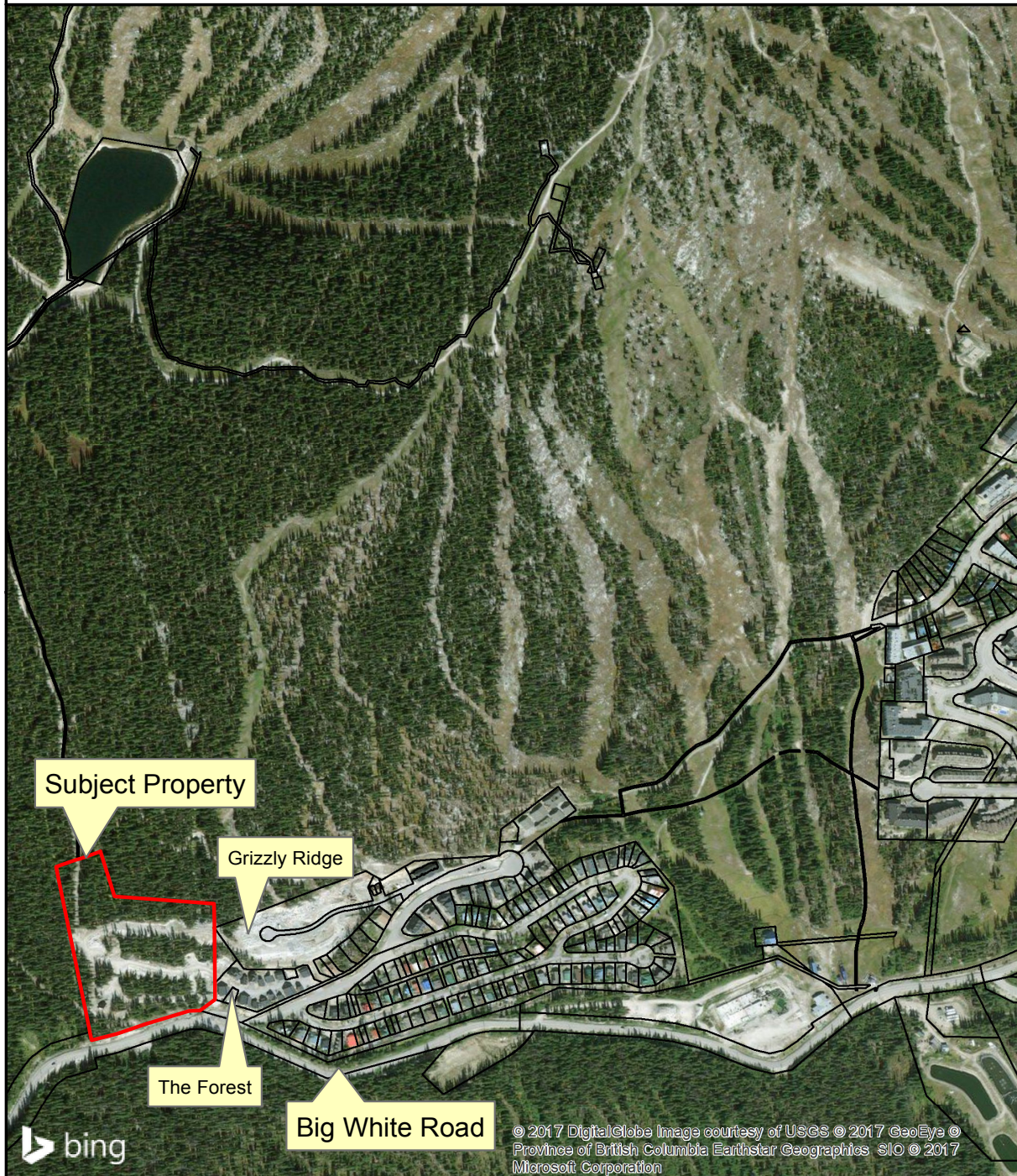
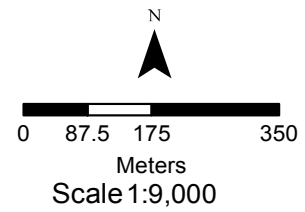
Site Location Map
Subject Property Map
Applicants Submission
2006 Subdivision Plan
2017 Subdivision Plan



Site Location Map

40 High Forest Crescent, Big White
Block A, District Lot 4247, Land District 54

March 27, 2017



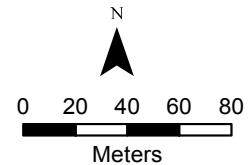
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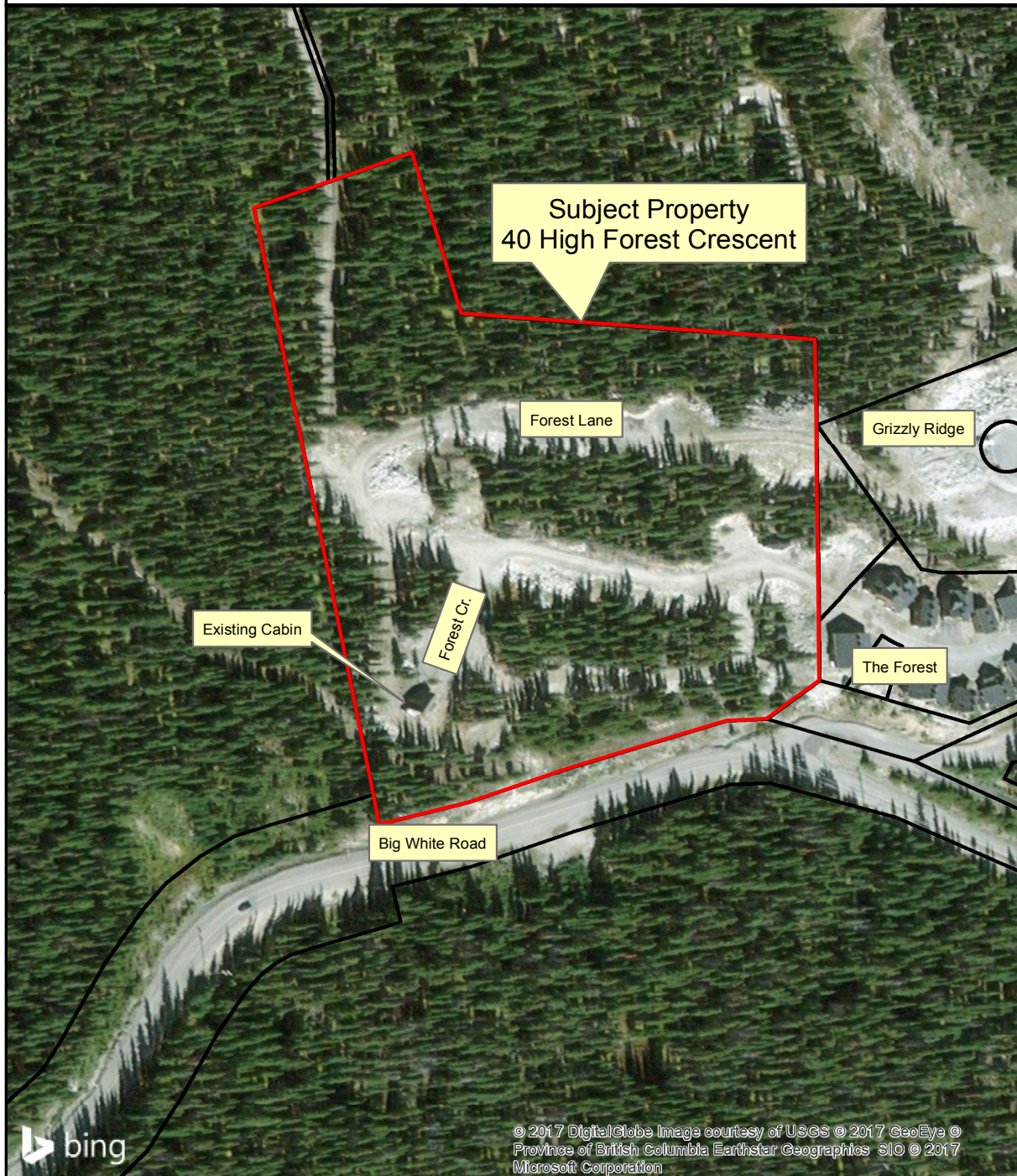
Date: 2017/03/27

Subject Property Map

40 High Forest Crescent, Big White
Block A, District Lot 4247, Land District 54



Scale 1:2,531



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Province of British Columbia Earthstar Geographics SIO © 2017
Microsoft Corporation

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Applicant's Submission



ATTENTION: KEN GOBEIL, SENIOR PLANNER, REGIONAL DISTRICT KOOTENAY BOUNDARY

DATE: MAY 29, 2019

Dear Ken,

Below please find answers to questions you submitted via email to Blaine Garrison on May 17th, 2019. I copied your questions below in **black** and provided our responses in **red**.

The email that included this document should also have included the following documents:

- *"Jeremy Hopkinson Email - Re Skier Easement Encroachment"*
- *"Runnals Denby Form P All Phases New Road 2019-05-14 to Jeremy H"*
- *"Runnals Denby Form P Phase1 New Road 2019-05-14"*
- *"Runnals Denby Email with Lot Size Avg - File 14462"*
- *"Proposed Intersection Change - CK-19-039 DESIGN-A1 04 16 19 OPTION 4"*

These attachments provide relevant support to the responses below.

Best regards,
Bruce

Bruce Clarke
[250.870.7082](tel:250.870.7082)



www.MonasheeRidge.com

Applicant's Submission



Q1: Will the road built on top of the skier right of way be permitted under the access easement?

- Only the road setback will encroach the skier easement, not the driveable area of the road from back-of-curb to back-of-curb. Nonetheless, the encroachment has been permitted by Big White.
- Jeremy Hopkinson, VP Operations at Big White has provided permission for the road setback to encroach skier easement KAP 81903 by way of email. A copy of the email from Jeremy Hopkinson, cc'ing Paul Plocktis, VP Big White Real Estate and Peter Plimmer, CEO of Big White, sent May 23, 2019 and titled "*Jeremy Hopkinson Email - Re Skier Easement Encroachment*" is included as an attachment to this submission. We have also attached the plan/survey drawing referred to within the email string with Mr. Hopkinson and Mr. Plocktis - "*Runnals Denby Form P All Phases New Road 2019-05-14 to Jeremy H.*"
- For clarity: the back of curb on the South side of the road will be 3-4m from the skier easement, meaning only the road setback on the South side will encroach the skier easement.

Q2: Is there a sidewalk, or some other special practice required for both uses on the same space?

- There are no sidewalks within the Big White recreational area; in turn there is not one in this location.
- Skiers and boarders simply stop at the intersection, remove their gear and walk across the road to the continuation of the skier path/easement. The skier easement (on our property and beyond) is groomed daily, so the path for the skiers/boarders is obvious. We will store snow on the opposite (North) side of the road where our road setback encroaches the skier easement.

Q3: Do you have a plan that shows the dimensions and sizes are for the new subdivision plan? I'd like to confirm minimum parcel size and the frontage requirements.

- As discussed by phone May 27, 2019 we would like RDKB to assess and verify the dimensions of Phase 1 only at this time. We accept that we will need to resubmit to RDKB to confirm the parcel sizes and frontages for Phases 2, 3 and 4 at a future date.
- The dimensions for Phase 1, including strata lot frontages, are available in the attached "*Runnals Denby Form P Phase1 New Road 2019-05-14.*"
- The calculations for lot sizing averaging related to minimum parcel size as calculated by Rob MacDonald, surveyor at Runnals Denby can be seen in the attached "*Runnals Denby Email with Lot Size Avg - File 14462*"



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Applicant's Submission



Q4: Do you have a plan for the proposed lot with the existing dwelling? We need to confirm F.A.R, site coverage, setbacks, frontage, and parcel size.

- We do not yet; the location of the cabin is currently based on GPS coordinates. Once the snow has melted, we will survey the lot and cabin location.

Q5: Do you have a plan that shows the natural boundary of the creeks/streams? Or a map that can show the buildable area of lots within the 15m. setback of the creeks noted on the plan?

Our floodplain bylaw has a setback of 15 metres from a natural boundary for a creek or waterway. This plan only shows setbacks from a single line (I'm assuming this is the centre line of the creek). The buildable area may be even smaller than what is noted on the plans so I would like to make sure the parcel is large enough for the use proposed.

- We do not yet. Once the snow has melted, we will survey and update the 15m setbacks as needed.

Q6: Will there be any upgrades to the intersection of Snow Pines Road, or the intersection of Snow Pines Rd and Big White Road?

- Yes, the details can be seen in the document attached to this submission named *"Proposed Intersection Change - CK-19-039 DESIGN-A1 04 16 19 OPTION 4."*
- For your information, this document was submitted by our engineer to Blaine Garrison and Mr. Garrison has given permission to proceed with detailed design of the Snowpines intersection, including drainage, slope, treatments, etc., which is currently ongoing.

Thank you for your prompt review of this submission. As you know, the building window in a mountain environment is short and every week counts. If you have any further questions, please do not hesitate to call me on [250.870.7082](tel:250.870.7082).

Bruce



www.MonasheeRidge.com

Applicant's Submission



TITLE:

SKETCH PLAN SHOWING PROPOSED PHASED BARE LAND
STRATA SUBDIVISION OF PART OF BLOCK A,
DISTRICT LOT 4247, S.D.Y.D.

DRAWN BY:

RUNNALLS DENBY
british columbia land surveyors
259A Lawrence Avenue Kelowna, B.C. V1Y 6L2 Phone: (250)763-7322
Email: rob@runnallsdenby.com Fax: (250)763-4413

CLIENT:

0980131 B.C. LTD.

SCALE:

1:500 (22" x 34")

DATE:

June 19, 2019

DWG:

14462 P-SUB-AllPhases

FILE No:

14462

REV:

0



TITLE:

SKETCH PLAN SHOWING PROPOSED BARE LAND STRATA
SUBDIVISION OF PART OF BLOCK A, DISTRICT LOT 4247,
S.D.Y.D. (PHASE 1)

DRAWN BY:

RUNNALLS DENBY
british columbia land surveyors
259A Lawrence Avenue Phone: (250)763-7322
Kelowna, B.C. Fax: (250)763-4413
V1Y 6L2 Email: rob@runnallsdenby.com

CLIENT:

0980131 B.C. LTD.

SCALE: 1:500 (17" x 22")

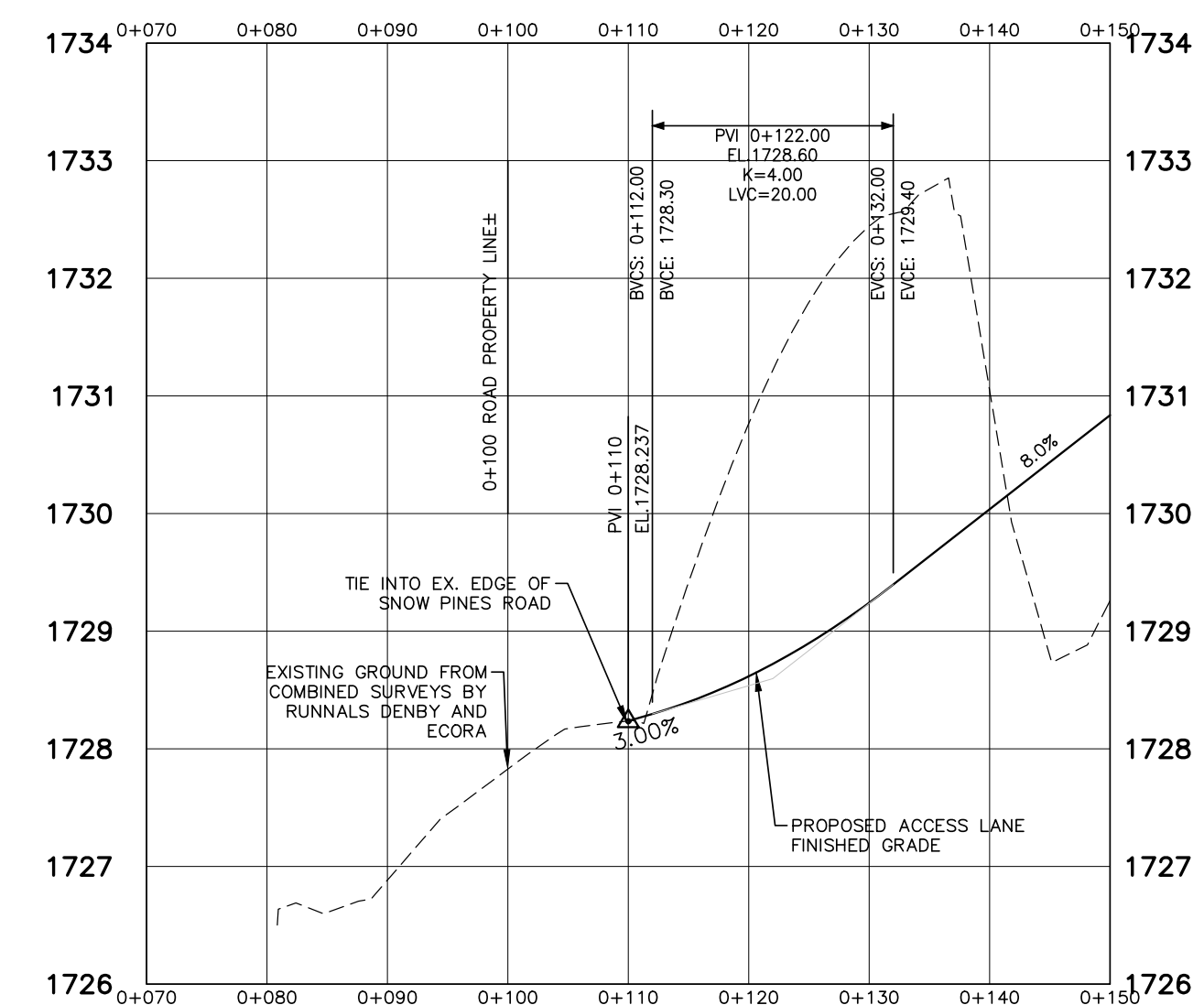
DATE: June 19, 2019

DWG: 14462 P-SUB-Ph1

FILE No: 14462

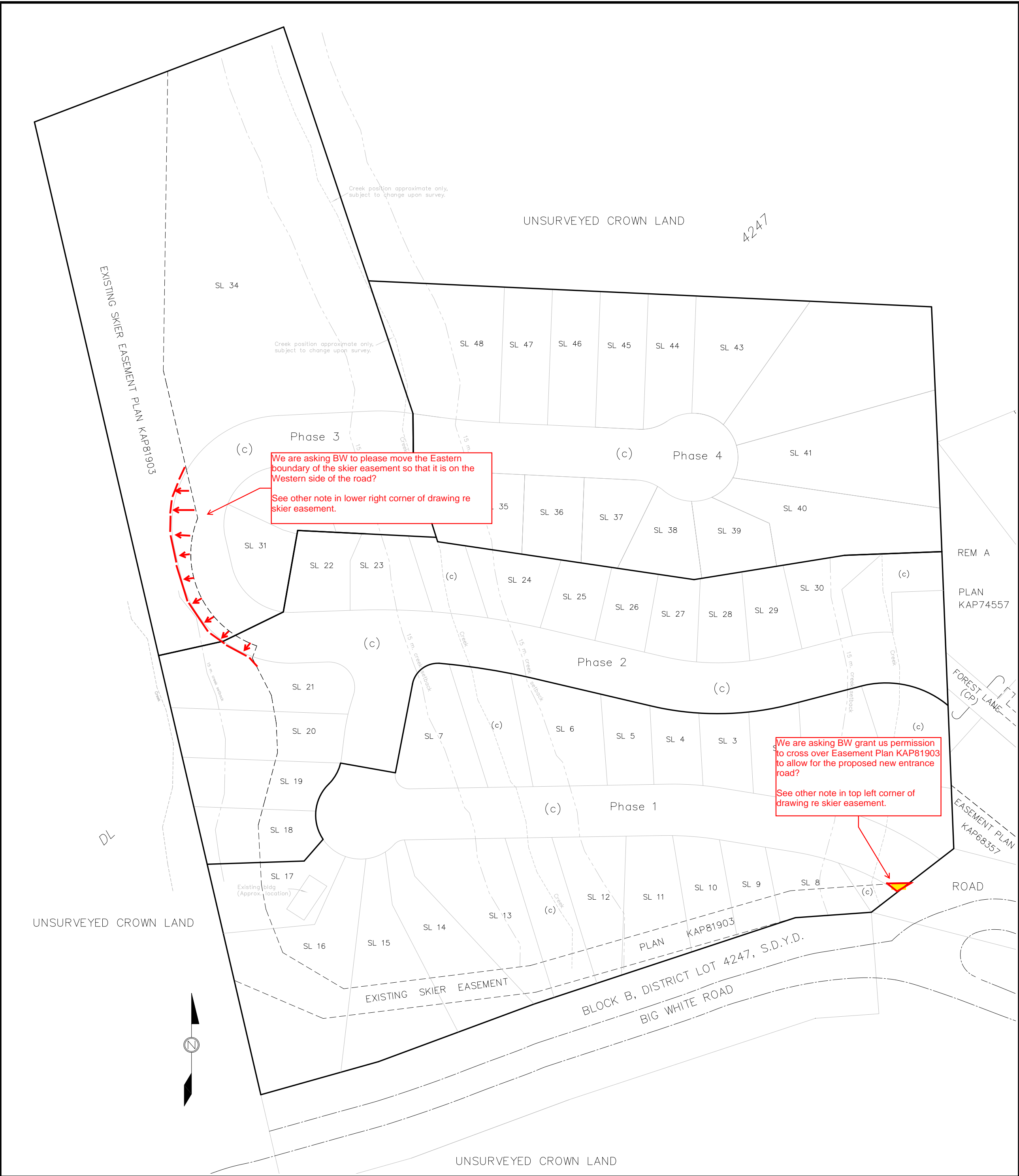
REV.

8



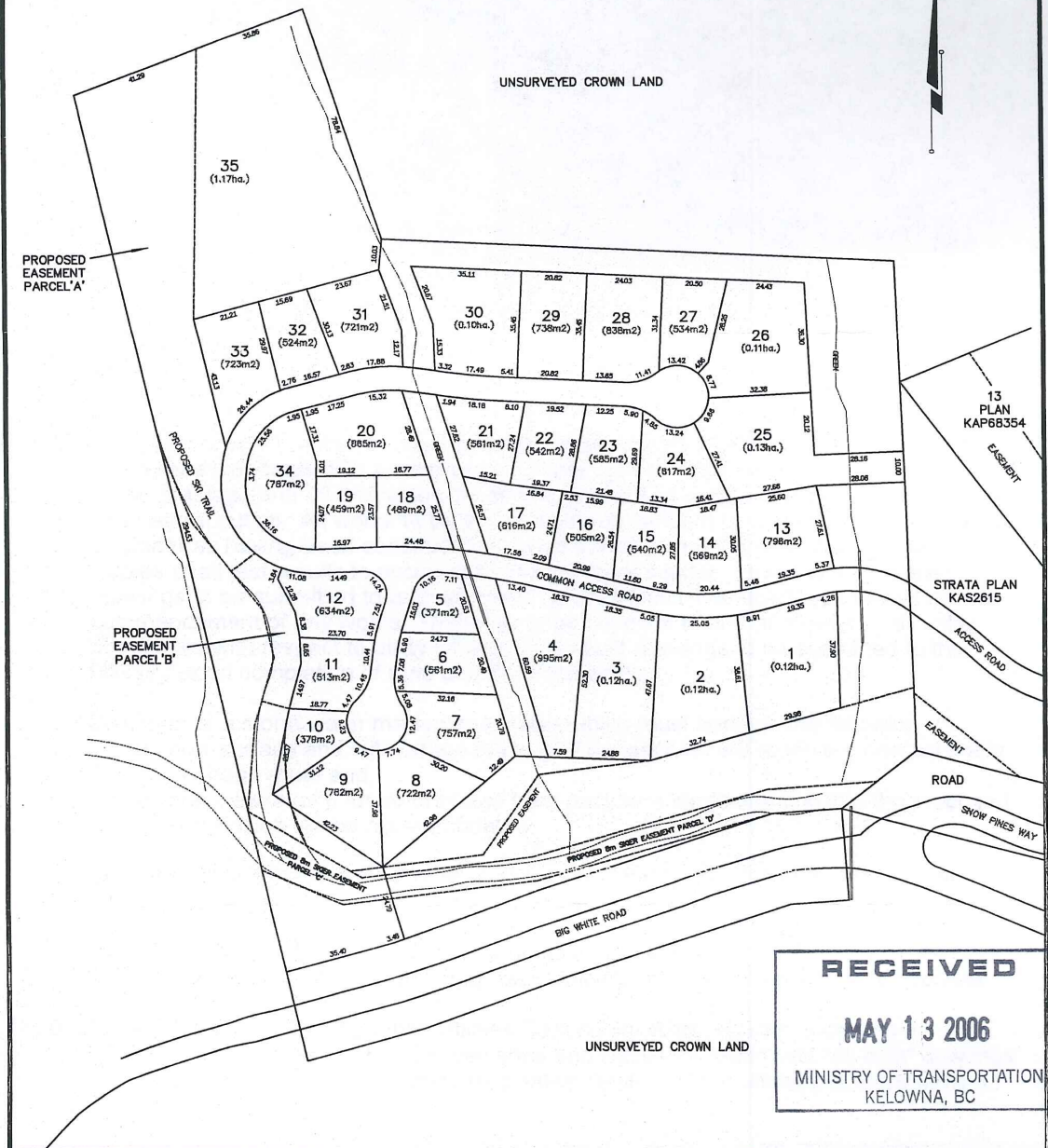
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DRAWN: JK				
CHECKED: MDY			<div style="text-align: center;"> <h3>Drawing No.</h3> <h3>CK-19-039-SK3</h3> </div>	<div style="text-align: center;"> <h3>Rev.No</h3> </div>
DATE: 19/04/15				
SCALE: 1:500 1:50				

Applicant's Submission



<p>TITLE:</p> <p>SKETCH PLAN SHOWING PROPOSED BARE LAND STRATA SUBDIVISION OF PART OF BLOCK A, DISTRICT LOT 4247, S.D.Y.D.</p>	<p>DRAWN BY:</p> <p>RUNNALLS DENBY <i>british columbia land surveyors</i></p> <p>259A Lawrence Avenue Phone: (250)763-7322 Kelowna, B.C. Fax: (250)763-4413 V1Y 6L2 Email: rob@runnallsdenby.com</p> <p>CLIENT:</p> <p>0980131 B.C. LTD.</p>	<p>SCALE: 1:750 (17" x 22")</p> <p>DATE: May 14, 2019</p> <p>DWG: 14462 P-SUB-AllPhases</p> <p>FILE No: 14462 REV. 0</p>
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2006 Subdivision Plan



PRELIMINARY SUBDIVISION PLAN HIGH FOREST

RUNNALLS DENBY
british columbia land surveyors
#2 - 1670 Water Street Kelowna, B.C. V1Y 1J5
Phone (250) 763-7322
Fax (250) 763-4413
email: denby@telusnet

CLIENT:

T219 ENTERPRISES

SCALE: 1:1250
DATE: APRIL 4, 2006
DWG: 11438PRE2DWG
FILE: 11438



SKETCH PLAN SHOWING PROPOSED SUBDIVISION OF
PART OF BLOCK A, DISTRICT LOT 4247, S.D.Y.D. (PHASE 1)

DRAWN BY:

RUNNALLS DENBY

british columbia land surveyors

259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2

Phone: (250)763-7322
Fax: (250)763-4413
Email: neil@runnallsdenby.com

CLIENT:

0980131 B.C. LTD.

SCALE: 1:500 (17" x 22")

DATE: February 1, 2017

DWG: 14462 P-SUB

FILE No:	14462	REV.	0
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APPLICANTS' SUBMISSION



TITLE:

**SKETCH PLAN SHOWING PROPOSED PHASED BARE LAND
STRATA OF BLOCK A, DISTRICT LOT 4247, S.D.Y.D.**

DRAWN BY:

RUNNALLS DENBY
british columbia land surveyors
259A Lawrence Avenue Phone: (250)763-7322
Kelowna, B.C. Fax: (250)763-4413
V1Y 6L2 Email: neil@runnallsdenby.com

CLIENT:

0980131 B.C. LTD.

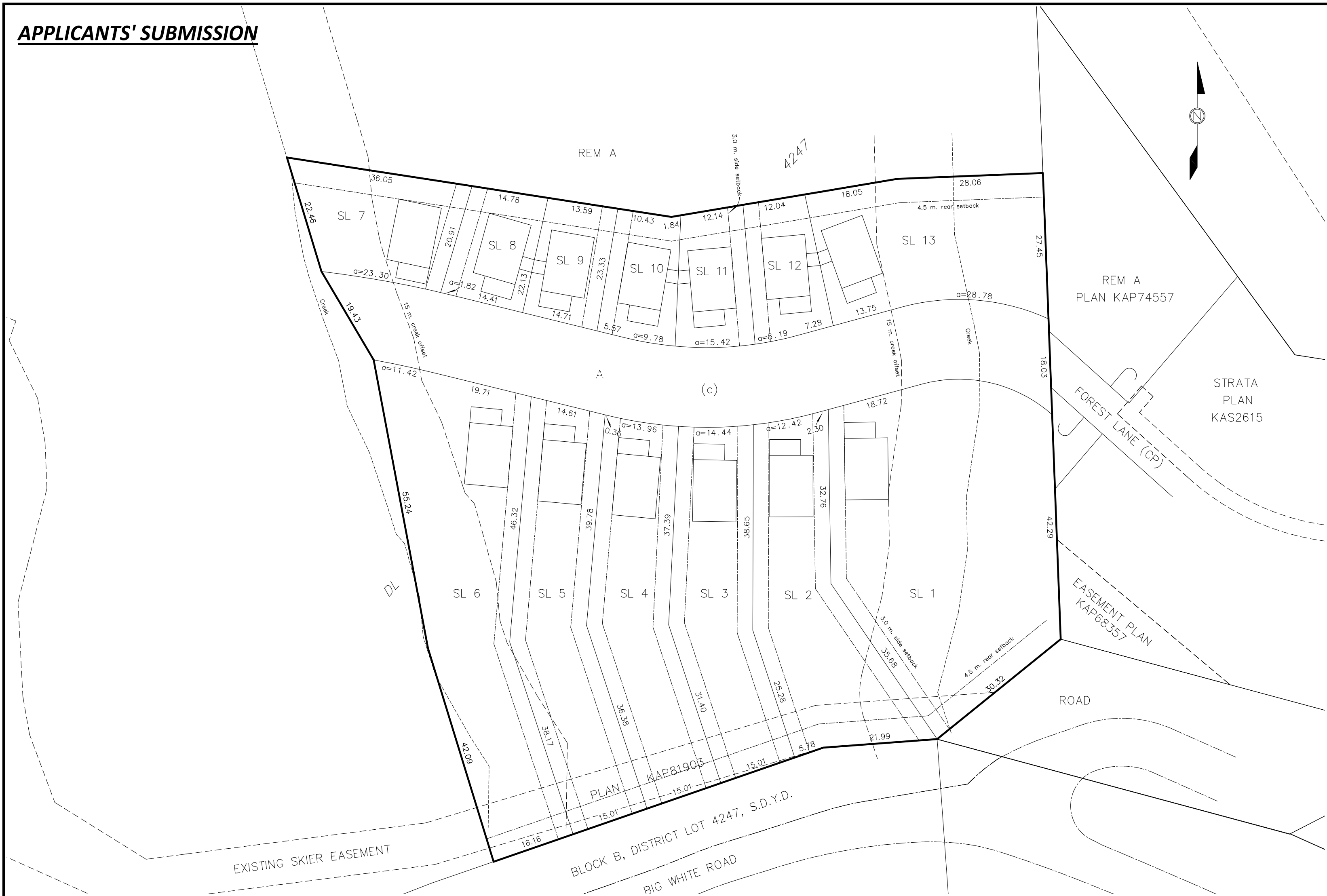
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DATE: **February 1, 2017**

DWG: **14462 P-PHASE**

FILE No: **14462** REV. **0**

APPLICANTS' SUBMISSION



TITLE:

**SKETCH PLAN SHOWING PROPOSED BUILDING SITES
ON PART OF BLOCK A, DISTRICT LOT 4247, S.D.Y.D. (PHASE 1)**

DRAWN BY:

RUNNALLS DENBY
british columbia land surveyors
259A Lawrence Avenue Phone: (250)763-7322
Kelowna, B.C. Fax: (250)763-4413
V1Y 6L2 Email: neil@runnallsdenby.com

CLIENT:

0980131 B.C. LTD.

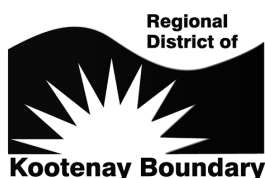
SCALE: **1:500 (17" x 22")**

DATE: **February 1, 2017**

DWG: **14462 P-BLDG**

FILE No: **14462**

REV. **0**



Staff Report

RE:	Temporary Use Permit Renewal – Little Lakers		
Date:	July 25, 2019	File #:	C-498-02999.080
To:	Chair Russell and members of the Board of Directors		
From:	Liz Moore, Senior Planner		

Issue Introduction

We have received an application for the renewal of a temporary use permit (TUP) from Annie Rioux and Thomas Renolds to continue operating the Little Lakers Learning Centre (LLLC) on Santa Rosa Rd. in Electoral Area 'C'/Christina Lake (see Attachments).

Property Information	
Owner(s):	1059302 BC Ltd.
Location:	1680 Santa Rosa Road
Electoral Area:	Electoral Area C / Christina Lake
Legal Description(s):	Lot 8, Plan KAP46442, DL 498, SDYD
Area:	0.4 ha (1.0 acr)
Current Use(s):	
Land Use Bylaws	
OCP Bylaw No. 1250:	Highway Commercial
DP Area:	General Commercial
Zoning Bylaw No. 1300:	Highway Commercial 2 (C2)
Other	
ALR:	NA
Waterfront / Floodplain:	NA
Service Area:	Christina Lake Water Utility Service
Planning Agreement Area:	NA

History / Background Information

This parcel is located at the corner of Sandner Frontage Road and Santa Rosa Road. There is a three-unit commercial building located in the north-eastern portion of the parcel and a cottage-style dwelling on the southern portion, backing onto Santa Rosa Road. There is a parking lot between the two buildings.

The parcel is within the General Commercial Development Permit Area and is connected to the Christina Lake Water Utility Service.

The property is designated as Highway Commercial and zoned as Highway Commercial 2. Surrounding properties to the north and south share the same OCP designation and zone.

Page 1 of 3

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The adjacent properties are designated as Highway Commercial and zoned as Highway Commercial 2. On the other side of Sandner Frontage Road/Highway 3 there is an area designated as Parks and Recreation and zoned as Parks and Recreational 1.

The applicants purchased this parcel in 2015 and that same year, obtained a Development Permit to construct a three-unit commercial building. The building and the dwelling are now serviced with water and on-site septic systems. A commercial store is currently operating in the center unit of the 3 unit building. The child care facility has been operating in the western unit, Unit B, since 2016. There is a fenced playground behind the commercial space that the day care uses.

In the zoning bylaw, day care (child care) centres are defined as institutional use, as are schools, government offices, community halls, libraries, and religious institutions. Institutional Use is not permitted in the Highway Commercial 2 (C2), where the subject parcel is located. The applicants were issued a TUP, 536-16T, in 2016 to permit a child care centre to operate on this parcel.

Proposal

The applicants are proposing to renew the TUP to continue operating the child care centre on the subject parcel.

Implications

Section 492 of the *Local Government Act* enables local governments to designate areas in an Official Community Plan or Zoning Bylaw, where temporary use may be allowed. In the Area 'C' OCP, section 2.0.1 states that the entire plan area is designated to allow for temporary uses and that TUPs may include site-specific operational conditions to ensure that the temporary land use will be compatible with the surrounding area.

The TUP for the daycare expires on July 28 and the owner has the option of applying for a renewal once. The renewal can be for a maximum of three years, with a possible earlier date.

A TUP can be a tool used to determine whether a permitted use is appropriate for a particular parcel of land without having to undertake an OCP or zoning amendment. The applicants have expressed an interest in rezoning the subject property to include institutional use as a permitted use once the TUP expires. They believe they have established that there is community demand for local daycare services. They wish this to be considered in the review of Christina Lake's OCP.

While the location and success of the day care centre is something that can be considered during the OCP review of designations, in order to be in compliance with the zoning, the applicants may wish to apply to amend the zoning of the subject property prior to the expiration of the TUP. The timeline of the Zoning Bylaw review is currently unknown and will likely be outside the scope of their proposed TUP renewal.

Should the TUP renewal not be approved, the applicants will need to apply for a zoning amendment in order to continue operation of the day care in its current location.

Page 2 of 3

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Advisory Planning Commission (APC)

The Electoral Area 'C'/Christina Lake APC supported this application at their meeting on July 2, 2019.

Recommendation

That the Regional District of Kootenay Boundary Board of Directors approves the application to renew the Temporary Use Permit submitted by Annie Rioux and Thomas Renolds, of 1059302 BC Ltd., to allow for the continued operation of the Little Lakers Learning Centre on the property legally described as Lot 8, Plan KAP46442, DL 498, SDYD, Electoral Area 'C'/Christina Lake.

Attachments

Site Location Map

Subject Property Map

Applicants Submission

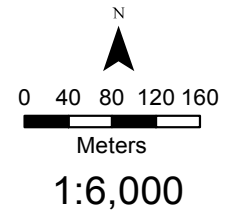


Regional District of
Kootenay Boundary

Date: 2019-06-19

Site Location Map

Lot 8, Plan KAP46442,
DL 498, SDYD



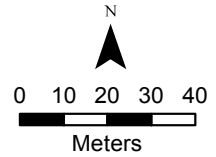


Regional District of Kootenay Boundary

Date: 2019-06-19

Subject Property Map

Lot 8, Plan KAP46442,
DL 498, SDYD



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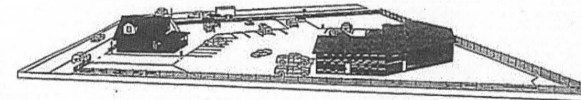
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The space below is provided to describe the proposed development. Additional pages may be attached.

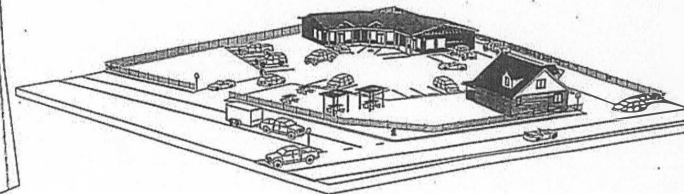
LITTLE LAKERS LEARNING CENTRE SOCIETY (LLLC) HAS BEEN OPERATING A DAYCARE IN THE SPECIFIED LOCATION SINCE JULY 2016. A TEMPORARY USE PERMIT (TUP) WAS GRANTED FOR THE PERIOD OF JULY 28, 2016 TO JULY 28, 2019 (PERMIT 536-16T). AT THE TIME OF THE ORIGINAL TUP BEING GRANTED, IT WAS ANTICIPATED THAT THE REVIEW OF CHRISTINA LAKE'S OFFICIAL COMMUNITY PLAN (OCP) WOULD BE COMPLETED, INCLUDING ZONING CHANGES WHICH WOULD ALLOW FOR OPERATION OF A DAYCARE IN THE GIVEN LOCATION. AS THE OCP REVIEW IS STILL IN PROGRESS, THIS TUP RENEWAL APPLICATION IS BEING SUBMITTED, TO ALLOW FOR THE CONTINUED OPERATION OF LLLC IN THE SPECIFIED LOCATION.

ALL EXPLANATIONS, REASONING, AND INFORMATION FROM THE ORIGINAL TUP APPLICATION STILL APPLY. THE ORIGINAL TUP APPLICATION STATED THAT LLLC WOULD LOOK TO OPERATE IN THIS LOCATION, FOR THE TUP TIMEFRAME, TO DETERMINE IF COMMUNITY DEMAND WAS SUFFICIENT TO PROVIDE THESE SERVICES, BEFORE REQUESTING A ZONING AMENDMENT. THE FUTURE AMENDMENT REQUEST WOULD BE TO MODIFY THE CURRENT PERMITTED PRINCIPAL USES TO ALLOW FOR INSTITUTIONAL USE. IT HAS BEEN CONFIRMED THAT THERE IS COMMUNITY DEMAND FOR LOCAL DAYCARE SERVICES. IT IS ANTICIPATED THAT THE OCP REVIEW WILL ADDRESS THE NEEDED ZONING AMENDMENT.



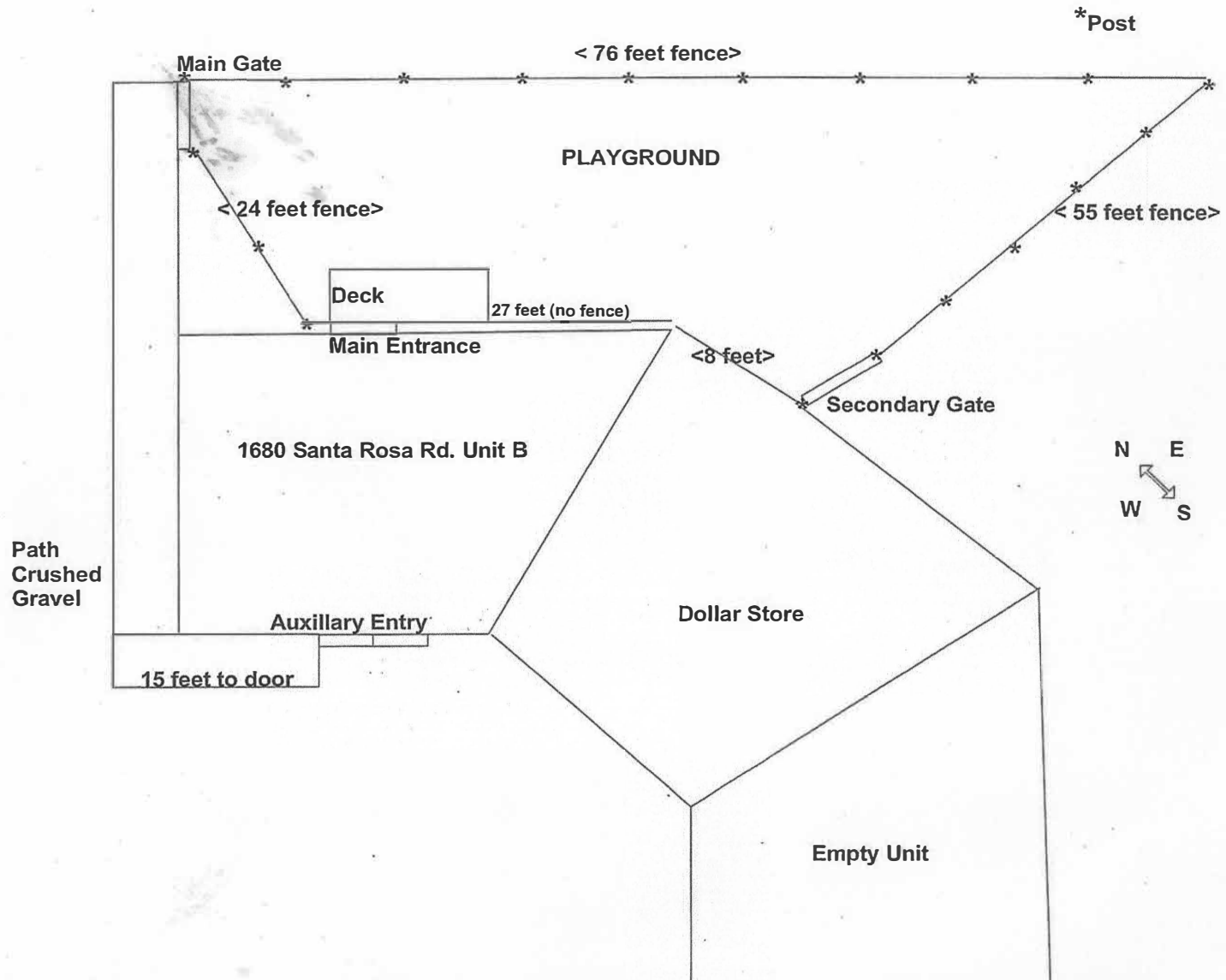


CHRISTINA LAKE COMMERCIAL BUILDING



Schedule 2

Applicants' Submission



Schedule 2



STAFF REPORT

Date: 25 Jul 2019 **File** ES-Utilities
To: Chair Russell and Regional District of Kootenay Boundary Board Members
From: Goran Denkovski, Manager of Infrastructure and Sustainability
Re: Saddle Lake Dam Spillway Construction

Issue Introduction

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability, regarding the construction of a spillway at Saddle Lake Dam.

History/Background Factors

Phase 1 – Spillway Upgrades: Includes the addition of the free overflow spillway located on the left abutment discharging directly downstream of the existing dam. These works are proposed to occur with a gradual dewatering period beginning immediately following freshet 2019 and reaching appropriate levels in August 2019 to allow for construction. Construction of works are planned to occur between September and October of 2019.

Phase 2 – Stability Upgrades: This involves upgrades on the structure, including the installation of lock blocks on the top of the dam to tie the existing concrete face to the earthen section of the dam. It also includes the addition of filter fabric and additional fill on the downstream side to adjust the downstream toe angle to 1.5 to 1, and finally, the installation of riprap to protect the downstream surface.

Phase 3 – Low-Level Outlet Upgrades: Phase 3 of the Saddle Lake Dam upgrade will include addressing the low-level outlet. This phase will include the installation of a new outlet valve on the downstream side, cleaning of the low-level outlet pipe, and an inspection. At this time, we are unclear on the exact extent of the low-level outlet repairs required. These will be investigated further as part of the ongoing maintenance of the structure.

The Regional District of Kootenay Boundary (RDKB) issued a tender for the first phase of the project on May 22, 2019. The Request for Tender closed on June 28, 2019 with two contractors submitting bids:

1. Arise Contracting Inc. for \$173,825 not including GST
2. Marwest Industries Ltd. for \$265,795 not including GST

The RDKB received a grant through the UBCM Strategic Priorities Fund for \$190,000 for the project.

Implications

This project is budgeted in the Area 'D' / Rural Grand Forks Parks and Trails (045) service. Contractor cost \$173,825 and engineering oversight cost at \$16,021.00 with total of \$189,846. The grant would cover 100% spillway construction and engineering oversight.

Advancement of Strategic Planning Goals

Exceptional Cost Effective And Efficient Services

- We will ensure we are responsible and proactive in funding our services

Background Information Provided

1. Request for Tender - Saddle Lake Dam Spill Way Upgrade

Alternatives

1. That the Regional District of Kootenay Boundary Board of Directors direct the RDKB authorized signatories to sign and execute a contract with Arise Contracting Inc. in the amount of \$173,825 not including GST for the construction of a spillway at Saddle Lake Dam.
2. Not receive the report.

Recommendation(s)

That the Regional District of Kootenay Boundary Board of Directors direct the RDKB authorized signatories to sign and execute a contract with Arise Contracting Inc. in the amount of \$173,825 not including GST for the construction of a spillway at Saddle Lake Dam.



Regional District of Kootenay Boundary

Regional District Kootenay Boundary
202-843 Rossland Ave
Rossland, BC V1R 4S8
Phone: 250-368-9148
Fax: 250-368-3990
Email: gdenkovski@rdkb.com

Request for Tender Saddle Lake Dam Spillway Upgrade at Grand Forks, BC.

Project Summary

The dam safety upgrades are primarily a result of recommendations from the 2014 Dam Safety Review for Saddle Lake Dam completed by EBA Engineering Consultants Ltd. (EBA, 2014). These upgrades will be part of the first phase of a project to rehabilitate and stabilize the dam over a period of three to five years. The phases have been divided as follows, based on budgetary constraints and timing:

Phase 1 – Spillway Upgrades: Includes the addition of the free overflow spillway located on the left abutment discharging directly downstream of the existing dam. These works are proposed to occur with a gradual dewatering period beginning immediately following freshet 2019 and reaching appropriate levels in August 2019 to allow for construction. Construction of works are planned to occur between September and October of 2019.

Phase 2 – Stability Upgrades: This involves upgrades on the structure, including the installation of lock blocks on the top of the dam to tie the existing concrete face to the earthen section of the dam. It also includes the addition of filter fabric and additional fill on the downstream side to adjust the downstream toe angle to 1.5 to 1, and finally, the installation of riprap to protect the downstream surface.

Phase 3 – Low-Level Outlet Upgrades: Phase 3 of the Saddle Lake Dam upgrade will include addressing the low-level outlet. This phase will include the installation of a new outlet valve on the downstream side, cleaning of the low-level outlet pipe, and an inspection. At this time, we are unclear on the exact extent of the low-level outlet repairs required. These will be investigated further as part of the ongoing maintenance of the structure.

The RKDB is currently seeking service from a qualified contractor for the first phase only of the Saddle Lake Dam upgrade, including the free overflow spillway on the left abutment and associated discharge works into the spillway below as detailed in the attached drawing package.

The work generally includes:

- Submission of Construction Supervision Plan & Environmental Management Plan.
- Acquisition of a Fish Salvage Permit, if required by EMP drawdown and aquatic wildlife salvage.
- Site Preparation, including excavation and backfill with granular fill.
- Removal of dirt, debris and deleterious substances from the area.
- HDPE liner installation.
- Supply and placement of gabion baskets.
- Concrete work.
- The contractor is responsible for flagging and protection of the public during construction.

Saddle Lake Dam is situated approximately 4.6 km west of the Township of Grand Forks, BC at Map Grid (NAD83) co-ordinates E 390325, N5431645 (Zone 11). The dam is catalogued in the BC MFLNRO Dam Safety Branch dam database under Dam File No. D210135-00.

The dam is oriented west to east, has a crest length of approximately 42 m, and is about 6.1 m high at its maximum height, with a crest elevation of approximately 683.0 m above mean sea level (AMSL).

Key Dates

Date of Issue	May 22, 2019
Mandatory Pre-Tender Site Meeting	June 5, 2019
Clarification deadline	June 14, 2019
RFT Closing Date	June 21, 2019
Anticipated Award Date	July 5, 2019
Work Start Date	September 2, 2019
Substantial Completion Date	November 15, 2019

Every attempt will be made to meet all the dates listed above; however, the Owner reserves the right to modify any or all dates at its sole discretion.

The RDKB has secured funding for upgrades up to a value of **\$ 190,000**, bidders may propose to provide additional phases of the project should their fees not exceed this amount. If no bids can accommodate the project within the secured funding, the RDKB reserves the right to reconsider and/or rescope the project subject to the received bids.

Regional District of Kootenay Boundary

Saddle Lake Dam Spillway Upgrade

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RFT documents are available for download at:

- BC Bid at <http://www.bcbid.gov.bc.ca>
- CivicInfo BC at <https://www.civicinfo.bc.ca>

Paper copies are available by contacting Austin Engineering Ltd. at:

Jenn.Wilson@austinengineering.ca

1151 Cedar Ave.

Trail, BC V1R 4B8

Phone: 250-448-7525

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ATTACHMENT "A" INSTRUCTION TO BIDDERS

Regional District of Kootenay Boundary

Saddle Lake Dam Spillway Upgrade

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Regional District of Kootenay Boundary
INSTRUCTIONS TO BIDDERS

1 BID SUBMISSION

1.1 Definitions

For the purposes of this RFT, unless the context otherwise requires:

- “Owner”, “Regional District”, “RDKB” means The Regional District of Kootenay Boundary
- “RFT” means request for tender.
- “Bidder” means the individual or company that submits, or intends to submit, a Bid Submission for consideration.
- “Bid Submission” means a bid submitted in response to the RFT.
- “Must”, “mandatory”, “require”, or “shall” means a requirement that must be met in order for the Bid Submission to be considered.
- “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of RFT.
- “Contract” means the written form of agreement between the Owner and the Contractor for the RFT process.
- “Contract Administrator” means the person, firm, or corporation appointed by the Owner and identified by the Owner in writing to the Contractor. The Contract Administrator may be the Owner’s Engineer, other employee or officer, or may be an outside consultant.
- “Contractor” means the successful Bidder to this RFT process who enters into a written Contract with the Owner.
- “Closing Time” means the day and time specified in this document by which the Bid Submission must have been received by the Owner.
- “Substantial Performance” is defined in the lien legislation applicable to BC.
- “Force Majeure” means, exhaustively, any:
 - war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - riot, civil commotion or disorder, strike or lockout by persons other than the Contractor’s personnel and other employees, subcontractors or any other person for whom the Contractor is responsible;
 - natural catastrophe, such as an earthquake, forest fire, landslide or flood; or
 - change in Law or action by a competent authority, which makes it illegal or impossible for a party to perform its obligations under this Contract.

1.2 Submission of Bids

- Bid Submissions are to be addressed to Goran Denkovski, Manager of Infrastructure and Sustainability, Regional District of Kootenay Boundary and must be received before 2:30 pm, Pacific Daylight Savings Time, June 21, 2019 (Closing Time) at the following address:

Attention: Goran Denkovski
Regional District of Kootenay Boundary Office
202 - 843 Rossland Ave.
Trail, BC V1R 4S8

- Bid Submissions must be in sealed envelopes or packages. The outside of the envelope holding the Bid Submission should include the RFT title and number, Bidders name, phone number and mailing address. Bid Submissions received after the Closing Time will be returned unopened at the Bidders expense.
- One complete hard copy of the Bid Submission must be submitted.
- A consolidated pdf file of the entire Bid Submission must be included (inclusive of all forms, including bond and surety documents if requested) on a CD/DVD/memory stick. The electronic copy should be a single file arranged in the same order as the hard copy.
- Each Bidder must complete its Bid Submission by submitting in accordance with the instructions set in the Instructions to Bidders.
- Bid Submissions which contain qualifications, or omissions, to make comparison with other RFT's difficult, may be rejected by the Owner.
- Bid Submissions via email are not acceptable and will be rendered noncompliant.
- Bidders should examine the RFT documents immediately upon receipt and notify the Contract Administrator, not less than five (5) working days before RFT closing of any errors, omissions or ambiguities found in the documents. This will allow the Owner, at its discretion, to issue addenda prior to closing.
- A mandatory pre-tender meeting will be held on **Wednesday, June 5, 2019 at 10:30 am** at the project site, Saddle Lake Dam, located on Reservoir Road in Grand Forks, BC. Design team members and the RDKB will be available to answer questions regarding the tender.
- All questions related to this RFT are to be submitted in writing via email as per the following:
Jenn Wilson, Austin Engineering Ltd.
Email: jenn.wilson@austinengineering.ca
No queries are to be directed to any parties outside of those identified above.

Regional District of Kootenay Boundary

Saddle Lake Dam Spillway Upgrade

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1.3 Clarification Deadline

The deadline for clarification questions is **Friday, June 14, 2019 before 4:30 pm.**

Answers to questions will be posted through addenda. Any questions submitted after this date may not be answered.

1.4 Policy and Award

- Awards shall be made based on lowest compliant Bid Submission, after consideration of all technical and commercial criteria.
- The Owner may, after Contract award, negotiate changes to the scope of the work, the materials, the specifications or any conditions without having any duty or obligation to advise any other Bidders and the Owner shall have no liability to any other Bidder because of such negotiations or modifications.
- Under the RDKB Purchasing Policy (April 20, 2017), the Owner will give preference to local suppliers of goods and services, assuming compliance with relevant legislation and trade agreements, and assuming their pricing, quality and experience are comparable with non-local suppliers. First Nations bidders would also be considered under the RDKB's purchasing policy with preference to local suppliers.

1.5 Acceptability of Bid Submission

- The Owner reserves the right:
 - to award based on individual items or groups of items or on the entire list of items;
 - to split awards in any combination as the Owner may deem appropriate. If the Bid Submission is submitted on an all or none basis, it shall be clearly stated.
 - to reject any or all Bid Submissions, or any part thereof;
 - the lowest or any Bid Submission shall not necessarily be accepted;
 - reject the lowest or any offer if, after investigation and consideration, the Owner concludes that the Bidder is not qualified to provide the product and service and/or cannot perform the contract in a satisfactory manner;
 - to waive any informality in the Bid Submissions;
 - to accept the Bid Submission, or any portion, that is in the best interest of the Owner. An acceptance emailed to the successful Bidder within the time for acceptance specified in the RFT results in a binding Contract without further action by either party.

- By providing a Bid Submission, the Bidder is expressly accepting all the terms and conditions contained on, attached to, or expressly incorporated by reference in this RFT.
- Any terms and conditions proposed by the Bidder that are inconsistent with, or in addition to, the terms and conditions of this RFT are void and of no effect and may render the Bid Submission non-compliant.
- Bid Submissions that are unsigned, incomplete, illegible, unbalanced, obscure, or contain irregularities may be rejected as informal.
- Form 1 shall contain the Bidders full legal name, business address, and shall be signed by an authorized signatory of the business.
- Bid Submissions shall be open for acceptance for a period of sixty (60) days from the Closing Time of this RFT.
- The Owner reserves the right to waive any irregularities at their own discretion.
- Award of this Contract is subject to the approved budget.

1.6 Competition

The intent of this RFT is to invite competition. If you believe that the specifications unfairly restrict competition, please contact the Owner.

1.7 Brand Names

Unless otherwise stated, if and wherever the specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment.

1.8 Qualification

By providing a Bid Submission, the Bidder is representing that it has the competence, qualifications and relevant experience to do the work and will employ competent people, properly trained and instructed to effectively, efficiently and safely perform the requirements of the work. All personnel are to be presentable and professionally competent to conduct themselves and the work.

1.9 Legal Patents and/or Permission

The Bidder shall possess the necessary legal patents and/or has legal permission to manufacture, sell and/or service the products(s) it will supply. Documented proof shall be provided by the Bidder, upon the Owner's request.

1.10 Bid Pricing

- Unit prices shall be shown for each unit listed on the bid sheet.
- Partial bids may be accepted at the Owner's discretion.
- All prices and notations must be typewritten or written in ink. No erasures are permitted. Mistakes should be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the proper signing officer of the Bidder.
- In the case of mistakes in the extension of prices, unit prices will govern.
- Pricing will be firm for the Contract period, unless this RFT states otherwise.
- Prices quoted are to be:
 1. in Canadian dollars;
 2. inclusive of duty and Provincial Sales Tax, where applicable;
 3. inclusive of FOB destination and delivery charges, where applicable; and
 4. exclusive of Goods and Services Tax.

1.11 Contract

A Purchase Order will be issued upon approval. The PO number should be referenced on all invoices.

1.12 Extras

Except as otherwise provided in the Contract, no payment for extras shall be made unless such extras and the prices thereof have been authorized in writing by the Owner.

1.13 Default

The Owner may, subject to the provisions of this section, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- If the Contractor fails to make delivery of the supplies, or to perform the services within the time specified herein or any extension thereof; or
- If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) days, or such longer period as the Contract Administrator may authorize in writing, after receipt of notice from the Contract Administrator specifying any such failure.

- In the event the Owner terminates this Contract in whole or in part as provided in the above clause, the Owner may procure, upon such terms and in such manner as the Contract Administrator may deem appropriate, supplies or services similar to those terminated, and the Contractor and his surety shall be liable to the Owner of any excess costs for such similar supplies or services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

1.14 Force Majeure

- No party shall be deemed to be in breach of this Contract or otherwise liable to another party in any manner whatsoever for any failure or delay in performing its obligations under this Contract reasonably due to Force Majeure.
- If either party's performance of its obligations under this Contract is affected by an event of Force Majeure, then:
 1. it shall give written notice to the other parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
 2. performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
 3. it shall not be entitled to payment from any of the other parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and
 4. it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Contract.
- Notwithstanding the obligations of a party affected by an event of Force Majeure pursuant to Section 1.13 b), if the event of Force Majeure renders it impossible or impractical for the Contractor to provide the supply in accordance with this Contract for a period of at least 14 days, the Owner may terminate this Contract upon notice delivered to the contractor at any time following the expiration of such period of 14 days.

1.15 Evaluation

The Contractor may be evaluated on its performance at any time during the term, as well as on Contract completion. If an evaluation is done, the Owner shall provide a copy of the completed Contractor performance evaluation form to the Contractor. Information contained in the form will be used for future procurement evaluations and award recommendations. Should the Contractor view any of the information contained therein to be at variance with its own evaluation of performance, the Contractor shall, within ten (10) days of receipt of the Contractor performance evaluation form, give notice in writing to the Owner setting out the items in question

which the Contractor feels to be incorrect. The Owner will then arrange a meeting including the project manager for the Owner and the Contractor to review the differences.

1.16 Payment

The Owner requires all Contractors to be paid by direct deposit. Upon award, the Contractor will be required to provide their banking and contact information to the Owner. Invoices are paid net 30 days.

1.17 Subcontractors

The Owner reserves the right to object to any of the subcontractors listed in a Bid Submission. If the Owner objects to a listed subcontractor(s) then the Owner will permit a Bidder to, within ten (10) days, propose a substitute subcontractor(s) acceptable to the Owner provided that there is no resulting adjustment in the bid price or the completion date set out in the Bid Submission. A Bidder will not be required to make such a substitution and, if the Owner objects to a listed subcontractor(s), the Bidder may, rather than propose a substitute subcontractor(s), consider its submission rejected by the Owner and by written notice withdraw its submission.

1.18 Qualifications

- The Contractor is expected to employ competent people, properly trained and instructed to effectively, efficiently and safely perform the requirements of the work.
- All personnel are expected to be presentable and professionally competent to conduct themselves and the work. By providing a Bid Submission, the Bidder is representing that it has the competence, qualifications and relevant experience to do the work.
- The contractor's employees may be asked to demonstrate their competency on specific applicable training.

1.19 Liability

The Contractor shall ensure that the Owner, its officers and employees, are saved harmless from any liability whatsoever arising out of the Contractor's performance or non-performance of the term of this RFT, including the performance by any subcontractor.

1.20 Withdrawal

Bid Submissions may be withdrawn by written notice only, provided such notice is received by the Contract Administrator prior to the Closing Time of RFT's. Upon Closing Time all Bid Submissions become irrevocable. By providing a Bid Submission, the Bidder agrees to enter into a Contract with the Owner, should they be the successful Bidder.

1.21 Amendment of Bid Submissions

A Bidder may amend or revoke a Bid Submission by giving written notice, delivered by hand, or mail, to:

Regional District Kootenay Boundary
 202 - 843 Rossland Ave.
 Trail, BC V1R 4S8
 Phone: 250-368-0227
 Email: gdenkovski@rdkb.com
 Attention: Goran Denkovski
 Regional District of Kootenay Boundary

- An amendment or revocation that is received after the Closing Time shall not be considered and shall not affect a Bid Submission.
- An amendment or revocation must be signed by an authorized signatory of the Bidder.
- Any amendment that expressly or by inference discloses the Bid Price or any other material element of the Bid Submission such that, in the opinion of the Owner, the confidentiality is breached will invalidate the entire Bid Submission.

The successful contractor is required to file for all necessary permits with Front Counter BC.

1.22 Limitation of Damages – Contract A

The Owner will not be liable to the Bidder for more than \$2,000.00 in total damages for:

- any breach or breaches (including any fundamental breach) by the Owner of any RFT process Contract (Contract A) that may arise between the Bidder and the Owner in connection with this RFT, or
- any negligence or other tort committed by the Owner in connection with this RFT.

1.23 Bid Clarifications

The Owner in its sole discretion reserves the right to clarify any Bid Submission after closing and prior to award.

1.24 Disclaimer

While the Owner has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained is not guaranteed or warranted to be accurate by the Owner, nor is it necessarily comprehensive or exhaustive.

1.25 No Lobbying

Bidders must not attempt to communicate directly or indirectly with any staff member, Contractor or representative of the Owner, including the evaluation committee and any elected officials of the Owner, or with members of the public or the media about a project described in this RFT, or otherwise in respect of this RFT, other than as expressly directed or permitted by the Owner.

1.26 Dispute

The Contractor acknowledges that it has complied and will continue to comply during the performance of Contract, with the provisions of all applicable third-party contracts and all applicable laws in accepting this Contract.

The laws of British Columbia govern this RFT and subsequent Contract, the courts of British Columbia have exclusive jurisdiction over any disputes under it, and all provisions of the International Sale of Goods Act (BC) are specially excluded.

1.27 Indemnification of Owner

The Contractor releases, indemnifies and saves harmless the Owner and its elected officials, officers, employees, contractors, solicitors, assigns and agents from and against all Claims, demands, actions, proceedings, suits, loss, damage, costs (including legal costs), fines, penalties, charges and expenses (in this section collectively "Claims") which the Owner may incur, suffer or be put to arising out of or in connection with this Contract or acts or omissions of the Contractor under this Contract, including:

1. those arising out of or in connection with any loss or damage to persons (including bodily injury and death) or property because of or in connection with, directly or indirectly, this Contract;
2. economic loss; and
3. those arising from a breach by the Contractor of any of its Contracts, representations, warranties or covenants set forth in this Contract;

provided, however, that this obligation to indemnify the Owner shall not apply to Claims to the extent, if any, to which they may arise from the wrongful or negligent act or failure to act of the Owner or from any Owner breach of this Contract. Without limitation, the Contractor shall promptly pay the Owner in respect of any Claims recoverable by a third party from the Owner or the property of the Owner.

1.28 Confidentiality of Tenders

The Owner (RDKB) is subject to the British Columbia Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under the control of the Owner, subject to the specific exceptions in that right set out in the Act. The Owner will receive all tenders submitted in response to this RFT in confidence. Because of the right of access to information created by that Act, the Owner does not guarantee that information contained in any tenders will remain

confidential if a request for access in respect of any tender is made under the Act. Proponents are required to keep their tenders confidential and must not disclose their tenders, or information contained in them, to anyone else without the prior written consent of the Owner.

ATTACHMENT "B" SCOPE OF WORK / SPECIFICATIONS

Regional District of Kootenay Boundary

Saddle Lake Dam Spillway Upgrade

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2 SCOPE OF WORK / SPECIFICATIONS

2.1 Scope of Work

General Description

This project is to be completed in accordance with this scope of work and owner safety procedures. The contractor is to provide the following information:

- A. A fixed price quote, with the following cost breakdown:
 - i. subcontractors;
 - ii. materials and equipment;
 - iii. rentals;
 - iv. support services;
 - v. LOA and travel; and
 - vi. labour rates and hours.
- B. A detailed construction schedule that includes manpower loading for the general contractor and subcontractors.
- C. A project organizational chart clearly identifying the qualified persons for both the general contractor and the subcontractors.
- D. A list of subcontractors, if any.

The contractor is to allow for all required safety procedures and owner reviews.

The scope of work is as follows:

1. Preparation of an Environmental Management Plan.
2. Preparation of a Safe Work and Quality Control Plan.
3. Dewatering of Saddle Lake to below the invert of the new concrete spillway transition section will be completed by the RDKB. Should the contractor require any further dewatering during the project period, the contractor will be responsible for any additional dewatering in accordance with the specification.
4. Mobilization to site and establishment of a staging area. See attached project area boundaries layout for additional details. Note that adjacent lands outside of the project area boundaries are privately owned. If required, use of this land for access or staging will be subject to the private landowner's approval.
5. Demolition of the upstream concrete face to match the rough opening dimension of the new concrete transition section.
6. Excavation and backfill to the underside of the new concrete transition section.

7. Placement of new concrete including reinforcing steel for the transition section.
8. Installation of two concrete transition retaining walls on either side of the spillway.
9. Installation of gabion mattresses from the concrete transition to the invert, i.e. from point 1 to point 14 as indication on the drawings.
10. Excavation and installation of the MSE wall on the right abutment from point 2 to point 14, through the transition as indicated on the drawings.
11. Installation of concrete cloth above the gabion mattresses from point 3 to point 14.
12. Rip-rap installation in and around the stilling basin area between point 12 and point 14. Rip-rap is to be a minimum 300 mm diameter rock.
13. Commissioning of the spillway.
14. Demobilization and clean-up of staging area.

2.2 List of attachments

- Saddle Lake Dam Spillway Upgrade – Drawings
- Project Area Boundaries Layout
- Saddle Lake Dam – Spillway Upgrade Technical Specification
- Interim Environmental Management Plan

2.3 General Requirements

The lump sum bid provided by the Contractor shall include all materials supply, labour and equipment for loading and delivery to the project sites and labour and equipment for installation of all materials, unless otherwise specified in the Contract Documents.

2.4 Specifications

All work to be completed to the Contract Drawings and Technical Specification.

2.5 Testing

- Compaction testing is required to establish bearing pressure.
- The Contractor shall take slump and air tests along with concrete test cylinders as required by CSA-A23.1 and CSAA23.2.

2.6 List of Contract Drawings

Drawing Number	Drawing Description
RDKB-SD-1603-AEL-001	Phase 1 - Project Location Overall View
RDKB-SD-1603-AEL-002	Phase 1 - General Arrangement
RDKB-SD-1603-AEL-003	Phase 1 - Section & Details
RDKB-SD-1603-AEL-004	Phase 1 - Center Line Profile

2.7 Field Reviews by Engineer

The contractor shall schedule field reviews through the Contract Administrator. The Contractor is required to provide a minimum of 48 hours notice to the Contract Administrator for the following required, but not limited to, field review visits.

- Geotechnical prior to concrete placements (Geotechnical engineer by contractor)
- Rebar inspections
- Concrete cylinder test results
- Compaction test results
- Project completion deficiency review

Field review of the Contractor's Work will be completed to ensure the Work is completed in general conformance with the Contract Documents, design and Specifications, in addition to the above noted professional engineer reviews.

ATTACHMENT "C" RFT FORMS

Regional District of Kootenay Boundary

Saddle Lake Dam Spillway Upgrade

Page 20 of 24

3 RFT FORMS

Bidders should submit the following documents in the order as shown in the list below:

Checklist

- Form 1 - Company details
- Form 2 - Bid sheet
- Any additional information that a Bidder may choose to provide
- Insurance
- WCB Clearance Letter
- Safety Plan
- Environmental Plan

Note

- ★ Please do not submit the original RFT documents as posted, only submit documents as noted above.
- ★ Please do not submit your tender submission in a binder.
- ★ Please do not submit promotional company materials, glossy brochures/pamphlets.
- ★ As per Section 1.2, Bidders should submit the number of copies as indicated and a **consolidated pdf file of the entire Bid Submission should be included (inclusive of all forms) on a CD/DVD/memory stick. The electronic copy should be a single pdf file arranged in the same order as the hard copy.**
- ★ Please ensure that the exterior of the Bid Submission package clearly identifies the title of the contents and is submitted in accordance with Section 1.2.

Form 1 - Company Details

(include in Bid Submission)

Bids shall be open for acceptance for a period of sixty (60) days from the Closing Time of this Tender.

By way of submission, we acknowledge that we have received and carefully reviewed all of the RFT documents, including all posted addenda.

Authorized signature

Printed Name

Legal company name

Date

Address

Telephone no.

Fax no.

E-mail address

WCB registration no.

Regional District of Kootenay Boundary

Saddle Lake Dam Spillway Upgrade

Page 22 of 24

Form 2 - Bid Sheet

(include in Bid Submission)

In accordance with the RFT requirements and specifications, which I/we have carefully examined, the undersigned hereby submits a firm price to perform the work required for the sum of:

Description	Quantity	Unit	Amount	Extension
Environmental Management Plan	1	LS		
Construction Permits	1	LS		
Mobilization & Demobilization	1	LS		
Site Preparation	1	LS		
Concrete Demolition	10	M ³		
Non-Woven Geotextile Liner	1000	M ²		
20 mil HDPE Liner	475	M ³		
Form, pour, and finish concrete transition section complete with reinforcing steel	20	M ³		
Excavation for spillway channel	520	M ³		
Supply and installation of 500 mm thickness gabion mattress	195	M ²		
Supply and installation of Gabion Baskets	80	M ³		
Supply and install concrete cloth	130	M ²		
Supply and installation of riprap	35	M ³		
Supply and Install Granular Material	160	M ³		
Value added items				
			Subtotal	
			5% GST	
			Total (Canadian Funds)	

Legal company name _____

Authorized signature _____

Regional District of Kootenay Boundary

Saddle Lake Dam Spillway Upgrade

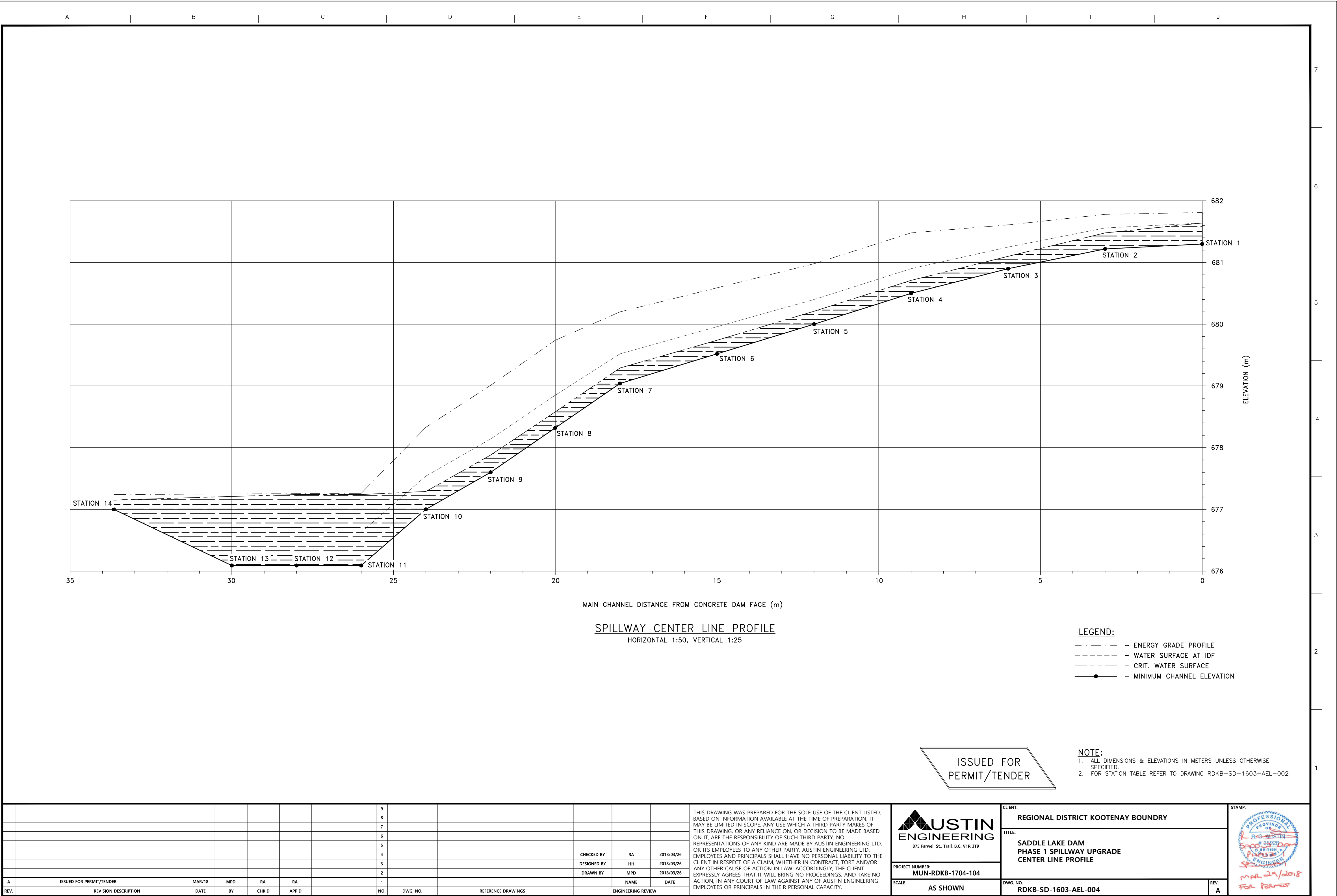
Page 23 of 24

Note: In order to comply with the Freedom of Information and Protection of Privacy Act (FOIPPA) and protect the unit prices of bidders, the unit price, calculated extension and subtotal prices will not be announced or released.

This RFT will be opened publicly and bidders may attend the opening of the sealed bids. The date and time will be announced to the bidders a minimum of three (3) days in advance.



ISSUED FOR
PERMIT/TENDER



PLAN OF STATUTORY RIGHT OF WAY OVER PART OF 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 PURSUANT TO SECTION 113 OF THE LAND TITLE ACT BCGS 82E.008

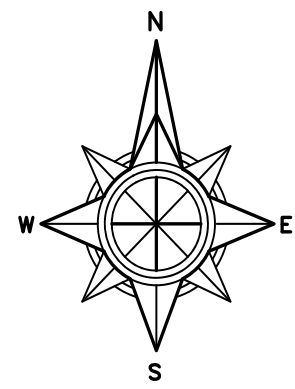
LEGEND
0 5 10 20 30 40
Distances are in metres Scale 1: 500
The intended plot size of this plan is 560 mm in width by 864 mm in height (D size) when plotted at a scale of 1:500.

found	placed
Denotes standard iron post	○
Denotes standard capped post	⊙
Denotes traverse hub	▲
Denotes non-standard post	⊕
Denotes metal reference post	MRP

Grid bearings are derived from dual frequency GNSS observations and are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated horizontal accuracy achieved are derived from single point positioning techniques using the Precise Point Positioning service of Natural Resources Canada.

This plan shows horizontal ground-level distances, unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined scale factor of 0.9996432. The average combined scale factor has been determined based on an ellipsoidal elevation of 665.0 metres.



P L A N

70
(SEE POSTING PLAN EPP67782)

D L

71

F 18-5929 FB 241 PG 79
HinterLand Surveying
& Geomatics Inc.
CANADA & B.C. LAND SURVEYORS
1540 Second Ave., Trail, B.C.
Tel: 250-364-1444

NAD83(CRS)2002.0 Zone11
UTM grid North 5431764.773
UTM grid East 390293.658
Combined S.F. 0.9996431
Estimated horizontal positional
accuracy is 0.2m

NAD83(CRS)2002.0 Zone11
UTM grid North 5431453.30
UTM grid East 390219.43
Combined S.F. 0.9996432
Estimated horizontal positional
accuracy is 0.2m

POSSIBLE AREA
AVAILABLE FOR
STAGING

PROJECT AREA
BOUNDARY

PLAN EPP87931

2 8 9 9

4 5 3

REM DL 453

BOOK OF REFERENCE		
P.I.D.	DESCRIPTION	AREA
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	0.109 ha

The field survey represented by this plan was completed on the 1st day of November, 2018.
Vincent Boothe, BCLS 948

This plan lies within the Regional District of Kootenay Boundary.



875 Farwell St. Trail, BC V1R 3T9
 250-448-7525
www.austinengineering.ca

Technical Specifications

Saddle Lake Dam– Spillway Upgrade

Revision 0

2					
1					
0	May 2019	FR	HH	Re-Issued for Tender	RA
B	Feb 2018	FR	HH	Issued for Tender	RA
A	Dec2013	AM	LR	Issued for Permit	RA
Rev.	Date	By	Chk	Description	Approved

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1.0 REFERENCE DOCUMENTS**1.1 Codes**

The Contractor shall meet, or exceed, the requirements of the latest edition of the following codes, regulations and standards, except as superseded herein. In cases where more than one code, regulation or standard apply to the same condition, the most stringent shall be followed.

American Society for Testing and Materials ASTM A313 Standard Specification for Stainless Steel Spring Wire.

American Society for Testing and Materials ASTM A370 Standard Test Methods and Definitions for Mechanical Testing of Steel Products.

American Society for Testing and Materials ASTM A641/641M Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.

American Society for Testing and Materials ASTM A653 Standard Specification for Sheet Steel, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.

American Society for Testing and Materials ASTM A764 Standard Specification for Metallic Coated Carbon Steel Wire, Coated at Size and Drawn to Size for Mechanical Springs.

American Society for Testing and Materials ASTM A90 Standard Test Method for Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coating.

American Society for Testing and Materials ASTM A975-97 Standard Specification for Double-Twisted Hexagonal Mesh Gabions and Revet Mattresses (Metallic-Coated Steel Wire or Metallic-Coated Steel Wire With Poly Vinyl Chloride (PVC) Coating).

American Society for Testing and Materials ASTM C127-04 Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate.

American Society for Testing and Materials ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.

American Society for Testing and Materials ASTM C535-03e1 Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

American Society for Testing and Materials ASTM C88-99a Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.

American Society for Testing and Materials ASTM D 6637 – Determining Tensile Properties of Geogrids by the Sing.

American Society for Testing and Materials ASTM D1140-00 Standard Test Methods for Amount of Material in Soils Finer Than the No. 200 (75-um) Sieve.

American Society for Testing and Materials ASTM D1452-80(2000) Standard Practice for Soil Investigation and Sampling by Auger Borings.

American Society for Testing and Materials ASTM D1784-03 Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.

American Society for Testing and Materials ASTM D2216-98 Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.

Saddle Lake Dam Spillway Upgrade Specification

May 2019

American Society for Testing and Materials ASTM D2434-68(2000) Standard Test Method for Permeability of Granular Soils (Constant Head).

American Society for Testing and Materials ASTM D2487-00 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

American Society for Testing and Materials ASTM D2922-04 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

American Society for Testing and Materials ASTM D2974-00 Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils.

American Society for Testing and Materials ASTM D3017-04 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

American Society for Testing and Materials ASTM D422-63(2002) Standard Test Method for Particle-Size Analysis of Soils.

American Society for Testing and Materials ASTM D4253-00 Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

American Society for Testing and Materials ASTM D4318-00 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

American Society for Testing and Materials ASTM D4417 Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel.

American Society for Testing and Materials ASTM D4718-87(2001) Standard Practice for Correction of Unit Weight and Water Content for Soils Containing Oversize Particles.

American Society for Testing and Materials ASTM D5434 Standard Guide for Field Logging of Subsurface Explorations of Soil and Rock.

American Society for Testing and Materials ASTM D698-00ae1 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).

American Society for Testing and Materials ASTM Recommended Practice Guide for Paint Inspectors.

American Society for Testing and Materials ASTM Standard D3359: Standard Test Methods for Measuring Adhesion by Tape Test.

BC Water Sustainability Act

BC Occupational Health and Safety (OHS) Regulation

Canadian General Standards Board (CGSB) CAN/CGSB-8.1- 88, Sieves, Testing, Woven Wire, Inch Series.

Canadian General Standards Board (CGSB) CAN/CGSB-8.2- M88, Sieves, Testing, Woven Wire, Metric.

Canadian General Standards Board CAN/CGSB-1.181-99 Ready-Mixed Organic Zinc-Rich Coating.

Canadian Standards Association CSA A23.1-09/A23.2-09 Concrete materials and methods of concrete construction/Test methods and standard practices for concrete.

Canadian Standards Association CSA A23.3-14 Design of concrete structures.

Saddle Lake Dam Spillway Upgrade Specification

May 2019

Canadian Standards Association CSA G164 Hot Dip Galvanizing of Irregularly Shaped Articles.
Carter, D.L. 1993. Soil Sampling and Methods of Analysis. Crc Press Llc.
Codes, Regulations and Statutes of Authorities having jurisdiction.
GRI-GG2 - Standard Test Method for Geogrid Junction Strength 1e or Multi-Rib Test Method.
NACE PRO188: SP0188-2006 (formerly RP0188), Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
NACE Standard RP0287 Field Measurement of Surface Profile of Abrasive Blast-Cleaned Steel Surfaces Using a Replica Tape.
SSPC PA2: The Society for Protective Coatings Procedure for Determining Conformance to Dry Coating Thickness Requirements.
SSPC SP1: The Society for Protective Coatings Solvent Cleaning Specification.
SSPC SP10/NACE NO.2: The Society for Protective Coatings Near White Blast Cleaning Specification.
SSPC SP3: The Society for Protective Coatings Power Tool Cleaning Specification.

2.0 QUALITY CONTROL**2.1 Applicability**

This specification section covers the requirements for quality control for the Work.

2.2 Reference Documents

The Quality Control shall be completed in accordance with the documents referenced in Section 1.0 Reference Documents.

2.3 Definitions

- 2.3.1 Construction Execution Plan – A formal document describing in comprehensive detail the construction methodology and scheduling for each of the work items listed in the Material Take Off form.
- 2.3.2 Corrective Action – action to eliminate the cause of a detected nonconformity or other undesirable situation.
- 2.3.3 Design – Specifications, drawings, design criteria and performance requirements. In addition, the result of deliberate planning, analysis, mathematical calculations and Design processes.
- 2.3.4 Design Review – a documented critical review of Work that has been performed. The review is accomplished by one or more qualified reviewers who are independent of those who performed the Work but are collectively equivalent in technical expertise to those who performed the original Work. The review is an in-depth analysis and evaluation of documents, activities, material, data, or items that require technical verification or validation for applicability, correctness, adequacy, completeness, and assurance that established requirements are satisfied.
- 2.3.5 Inspection – examination or measurement of an item or activity to verify conformance to specific requirements.
- 2.3.6 Inspection and Testing Plan (ITP) – a sequential checklist of fabrication and inspection activities that are necessary to fabricate or construct a product in accordance with the quality requirements.
- 2.3.7 Non-conformance – any deviation to the Specifications, established procedures, or the Quality Control Manual.
- 2.3.8 Non-compliance – any contravention or failure to comply with applicable Governmental Authority, Specifications or Standards and Codes.
- 2.3.9 Non-conformance Report (NCR) – a record of a non-conformance or noncompliance.
- 2.3.10 Preventive Action – action taken to eliminate the causes of a potential nonconformity to prevent recurrence.
- 2.3.11 Process – a set of interrelated resources and activities, which transform inputs into outputs. Examples of processes include Design, data collection, operation, fabrication and calculation.
- 2.3.12 Quality – the totality of features and characteristics of a product or service that bears on its ability to fulfill the requirements of the user.
- 2.3.13 Quality Audit – a systematic and independent examination, performed by a qualified individual, group, or organization that is not a part of the organization directly performing and accountable for the Work being assessed, to determine whether quality activities and related results comply with planned arrangements, and whether these arrangements are implemented effectively and are suitable to achieving objectives.
- 2.3.14 Quality Control (QC) – an integrated system of management activities involving planning of the Work, implementing processes, documenting actions, assessing performance, reporting results, and initiating quality improvements as well as the actual hands-on activities, such as inspections, examinations and testing, to check, ensure, and document that the Work meets the Contract requirements.

- 2.3.15 Owners Project Quality Plan – Also known as the Project Delivery Roadmap, a document containing the contractual elements of Quality Control between the Owner and the Contractor.
- 2.3.16 Contractors Quality Control Program – a structured and documented system describing the policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of an organization for ensuring quality in its work processes, products or items, and services. The Quality Program provides the framework for planning, implementing, documenting and assessing Work performed by the organization and for carrying out required QC activities.
- 2.3.17 Contractors QC Manual – a formal document describing in comprehensive detail the Quality Control Program including organizational structure, functional responsibilities of management and staff, lines of authority, required interfaces for those planning, implementing, and assessing the necessary QC, and other technical activities, as well as a description of all inspections and testing that must be implemented to ensure that the results of the Work performed will satisfy the stated criteria.
- 2.3.18 Record – a completed document stating results achieved or providing objective evidence of activities performed. Records may include photographs, drawings, magnetic tape, and other data recording media.

2.4 Abbreviations

- 1. AML Approved Manufacturers List
- 2. ASME American Society of Mechanical Engineers
- 3. ASTM American Society for Testing and Materials
- 4. CEP Construction Execution Plan
- 5. CSA Canadian Standards Association
- 6. ITP Inspection and Test Plan
- 7. NCR Non-conformance Report
- 8. NDE Non-Destructive Examination
- 9. QC Quality Control
- 10. QS Quality System
- 11. SPA Standardized Pricing Agreement

2.5 Quality Control Program and Manual

Contractor shall have, maintain and comply with its Quality Control (QC) Program. Contractor's QC Program and Manual shall cover all aspects of the Work, including activities performed by Subcontractors and Vendors. The QC Manual shall be current and, as a minimum, cover the following:

2.5.1 General

- 1. Organization and Authority
- 2. Roles and Responsibilities
- 3. Manual and Document Control
- 4. Non-Conformance and Preventive and Corrective Actions
- 5. Quality Records
- 6. Control of Subcontractors
- 7. QC Personnel Qualifications

8. Quality Audits

2.5.2 Engineering

1. Design Procedures and Standards and Codes
2. Design Reviews
3. Revisions to Designs and Distribution
4. Use of Engineer's Seals
5. Design Change Management

2.5.3 Procurement

Purchase Document Review

2.5.4 Construction

1. Inspection and Test Plans with Inspection Procedures
2. Traceability and Material Control
3. Third Party Inspections
4. Construction Completion

2.5.5 The QC Manual shall set out the measures to be implemented by the Contractor to ensure and document that the quality of the Work is in accordance with the Contract Documents, good practice, and applicable manufacturer and other requirements relating to quality of construction and materials.

2.5.6 The Contractor shall include details of its project filing system as part of the QC Manual and in accordance with the Owners Project Quality Plan.

2.5.7 The Quality Control Manual shall include minimum quality control testing frequencies. The testing frequencies set out in this specification identify the minimum testing requirements acceptable to the Owner and the testing frequencies planned must meet or exceed those in this specification.

2.5.8 The QC Manual shall include procedures for all tasks required for completion of the Work. The procedures shall include checklists to facilitate documentation of the completion of all components and aspects of a task. The checklists shall incorporate provisions for signoff by Contractor's personnel responsible for a task, QC personnel responsible for QC activities related to the task.

2.6 Submittals

2.6.1 At least 30 working days prior to commencement of work, submit for Owner's review and approval the Contractor's Construction Execution Plan. The CEP will include construction methodology and scheduling for all work items listed in the Bill of Quantities. Construction work shall not commence without an approved CEP.

2.6.2 At least 30 working days prior to commencement of work, submit for Owner's review and approval 6 copies of the Contractor's QC Manual. The ITP shall be a component of the QC Manual. Construction work shall not commence without an approved QC Manual.

2.6.3 Once the QC Manual has been approved by the Owner, submit 6 copies of the QC Manual to the Owner prior to the start of construction.

2.6.4 If deficiencies in the QC Manual are identified during the Work, the Contractor shall immediately implement changes to his procedures to correct the deficiencies and shall, within 7 working days, issue, for the Owner's review and approval, a revised QC Manual in which the deficiencies are corrected.

2.6.5 Each week submit a list of the Witness Points, as set out in the QC Manual and/or in this specification, that are expected to be ready for observation by the Owner during the following two-week period. The list

shall include the approximate date and time at which each Witness Point is expected to be ready for observation.

- 2.6.6 With each progress payment claim, submit the required quality documentation required by the Owner as set out in the Owners Project Quality Plan.
- 2.6.7 The Contractor shall make available to the Owner on a continuous basis a cumulative electronic copy of a summary of all inspection and test results. The summary table shall at a minimum contain the location, the type, the results and the acceptance criteria for the inspection or test type. The results, with all relevant information included, shall also be in Microsoft Excel Workbooks or Spreadsheets in a format suitable for plotting, sorting, statistical analysis and the like. Finalized results must be entered in the spreadsheet no later than 48 hours after the testing has been completed. These requirements must be reflected in the QC Manual.

2.7 Inspection and Test Plan

- 2.7.1 Contractor shall develop and implement an ITP to detail all significant inspections, testing, and hold points that Contractor plans on performing for all aspects of the Work. All witnessing requirements by parties other than Contractor, including for example, Owner and governmental authorities, shall also be specified in the ITP. The ITP must, as a minimum, contain a sufficient scope of activities to satisfy all requirements of the Specifications, Standards and Codes and all applicable governmental authorities.
- 2.7.2 To assist the Contractor with the Quality of Work and to allow the Owner to confirm that design assumptions were generally consistent with conditions encountered during construction, the Owner will observe the work and the construction conditions from time to time. Certain items considered particularly important to be observed by the Owner are identified by the Witness Points set out in this specification. The QC Manual shall confirm that all Witness Points will be observed by the Owner.
- 2.7.3 Minimum acceptable testing frequencies are detailed in this specification.
- 2.7.4 The ITP must at a minimum contain procedures for the following:
 - 1. Approval of materials;
 - 2. Lift placement and approval;
 - 3. Trench construction and approvals;
 - 4. Inspection of foundation surface;
 - 5. All material installations and approvals;
- 2.7.5 Additional procedures may be identified during the course of design, or construction, that shall require additional procedures to be developed and documented.

2.8 Execution

- 2.8.1 The Contractor is responsible for the quality of the Work and for quality control. The Contractor shall ensure that only materials suitable for the intended use and conforming to the specified requirements are used in the Work and that the specified requirements are consistently attained throughout the Work and documented.
- 2.8.2 The Contractor shall conduct the work consistently implementing all requirements of the QC Manual, including the task procedures.
- 2.8.3 Daily reports from crew foremen or other Contractor representatives, as appropriate, shall be filed for each construction shift documenting the location and extent of all components of the Work completed or worked on during the shift and confirming that the work was carried out in conformity with the Contract Documents, good practice, and applicable manufacturer and other requirements relating to quality of construction and materials. These daily reports must incorporate the applicable task check lists provided in the QC Manual. These daily reports must be signed off by the personnel responsible for the work, by

the personnel responsible for QC activities related to the work, and by the Quality Manager. These daily reports shall be made available to the Owner upon request within 24 hours of completion of a shift.

- 2.8.4 If a Quality deficiency is identified in an area of the Work, all work and materials potentially prone to the same deficiency must be replaced, re-worked, and/or retested unless there is sound evidence that the same deficiency is not present in the other parts of the Work.
- 2.8.5 The Owner will observe all Witness Points. Do not cover Witness Points until the Owner has concluded the observation, is satisfied with the observations made, and has given authorization to the Contractor to cover the Witness Point. The Contractor shall include in the QC Manual forms for documenting Owner sign-off on Witness Points. The Contractor shall secure from the Owner documentation confirming the Owner's observation of each Witness Point or portion of a Witness Point.
- 2.8.6 The Contractor shall provide the Owner with adequate notice of the need to observe a Witness Point. This notice will, at a minimum, include identification of the pending Witness Point on the submitted list of pending Witness Points for the current and the preceding week, and acknowledged notification of the time the Witness Point will be ready for observation between 48 and 72 hours prior to that time.
- 2.8.7 The Owner may periodically perform observations and conduct testing to provide assurance that the Work is of the required quality. The Owner will determine the frequency of these quality assurance observations and tests. The testing and observations conducted by the Owner, or the lack of testing and observations by the Owner, will in no way relieve the Contractor from responsibility for the Quality of the Work.
- 2.8.8 The Contractor shall cooperate with the Owner and provide all assistance requested by the Owner for the Owner's observations, site sampling and testing. This assistance will be considered a necessary part of the Work and the Contractor will not be entitled to additional compensation. Assistance required by the Owner may include, but may not be limited to, provision of safe access to the Work, cessation of Work near Owners representative engaged in testing or sampling, scraping of compacted fill surface at locations selected by Owner to provide smooth, level surfaces for testing and observation, exposing components of the work that were covered without providing reasonable opportunity for the Owner to observe or where the Owner has reason to believe that a quality deficiency may be present.
- 2.8.9 The Contractor shall, at the request of the Owner, uncover, reassess, rework, and/or replace portions of the Work if it is determined that required QC documentation is unavailable, incomplete, unclear, indicates potential for a quality deficiency, or is otherwise unsatisfactory to the Owner.
- 2.8.10 The Owner may inspect, test, and/or reject materials or components or the Work at the source, in the fabrication facility, on the transport equipment, in stockpiles or lay down areas, and/or in the finished Work.
- 2.8.11 If the Owner finds evidence of a quality deficiency in the Work, the Contractor shall do the following:
 - 1. Stop work of the type in which evidence of a Quality deficiency has been detected, if so directed by the Owner.
 - 2. Provide a Quality Control Manual revision, satisfactory to the Owner, detailing measures that will be undertaken by the Contractor to prevent future quality deficiencies of the type for which the Owner has found evidence in accordance with the Owners Project Quality Plan.
 - 3. Remove and replace, at the Contractor's expense, all components of the Work that, in the opinion of the Owner, may be of deficient quality based on the Owner's evidence of a quality deficiency. Components of the work to be removed and replaced may include components previously reviewed by the Owner.

2.9 Document Control

- 2.9.1 Contractor shall ensure that the latest revision of all Designs are made available to all Personnel and that all outdated Designs are removed from use and retained.

2.9.2 Contractor must have an auditable numbered filing system in place to control all records and documents associated with Design and Construction and Quality Control Activities in accordance with the Owners Project Quality Plan.

2.9.3 Project documentation must be filed in a timely manner in accordance with the Owners Project Quality Plan.

2.10 Owner Audits, Non-conformance and Corrective Action

2.10.1 The Contractor must allow the Owner or its agent free access of the site and access to relevant files in order to conduct audits.

2.10.2 Contractor shall identify, evaluate, resolve, obtain a concession or a deviation authorization from the Owner if required, and sign off Non-conformances in accordance with the Owners Project Quality Plan due to any condition that does not comply with the pertinent Quality Control Program or the applicable drawing, specification, standard or Code requirement.

2.10.3 Owner identified Non-conformances shall have resolutions in place in accordance with the Owners Project Quality Plan.

2.10.4 Before accepting equipment or work from a Subcontractor, all Non-conformances relating to the equipment or work must also be dispositioned and signed off.

2.10.5 Contractor shall take Corrective Actions as necessary to prevent recurring Non-conformances in accordance with the Owners Project Quality Plan.

2.11 Contractor's QC Personnel Qualifications

All personnel responsible for performing activities stipulated under Contractor's Quality Control Program must have familiarity with relevant Code requirements (Section 1.0 Reference Documents), standard testing procedures, relevant procedures included in the QC Manual, and industrial fabrication and construction practices. The QC Manual shall identify how this will be achieved.

2.12 Procurement

2.12.1 Contractor is responsible for ensuring that all Quality Control requirements of the Contract are being maintained by the suppliers, manufacturers and fabricators of equipment it procures.

2.12.2 All equipment purchase documents shall be reviewed by Contractor to ensure that the following, as a minimum, are adequately addressed:

1. A detailed Specification meeting the requirements of the Project's Design Specifications and any special Design criteria is included.
2. All equipment meets the generally accepted Standards and Codes.
3. Specific inspections required by the Project's Design Specifications, in addition to the applicable Standards and Codes that have been specified.

2.12.3 The Contractor shall ensure that all equipment procured for the Performance of the Work conforms to the requirements of the Contract.

2.13 Construction

2.13.1 Before beginning any construction, Contractor shall perform a constructability review attended by Owner's technical Personnel.

2.13.2 As part of the constructability review, the steps to ensure adequate Quality Control by the Contractor must be addressed and documented. The QC portion of the constructability review must cover, at a minimum:

1. ITPs

2. Non-Destructive Examination Requirements
 3. Inspection Frequency
 4. Inspectors' Qualifications
 5. Plan for Disposition of Non-conformances
 6. Hazop (Hazardous Operations Assessment)
- 2.13.3 The Contractor must at all times allow for the completion of the required Quality functions. Sufficient time must be scheduled to allow the performance of all third party inspections, all Owner audits and all inspections conducted by the applicable Governmental Authority.
- 2.13.4 When the Contractor requires inspections of a specialized nature, or if an applicable Standard and Code requires them, Contractor may retain a qualified third party inspection agency. When utilizing third party inspection agencies, Contractor is responsible for making available all pertinent documentation for review, and giving unencumbered access to the third party inspection agency. Use of a third party inspection agency does not relieve Contractor from its ultimate responsibility for quality of the Work. Contractor shall retain a third party material testing agency to perform quality control testing of earthworks, including proctors, soil classifications, grain size analysis, and nuclear density testing.
- 2.13.5 The Contractor shall perform sufficient in-progress inspections to verify the Work meets the minimum quality requirements prior to covering up, burying, insulating or similar procedures. Full documentation of in-progress inspections is required for Owners Audits.
- 2.13.6 The Contractor shall perform a detailed receiving inspection on all equipment upon its arrival on the Project site. Any nonconforming items shall be handled in accordance with Contractor's NCR procedure and the Owners Project Quality Plan.
- 2.13.7 A final inspection by Contractor is required to ensure the satisfactory completion of all aspects of the Quality Control Program prior to turn-over. All NCRs must be resolved and all documentation must be completed in accordance with the Owners Project Quality Plan.

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2.14 Minimum Quality Control Test Frequencies**2.14.1 Earthworks**

Material	Test	Minimum Test Frequency (the greater of)
Impervious Fill / Random Fill	Proctor	1/500 m ³ or portion thereof
		Each change in source
		Each apparent change in the material
	Atterberg Limits	1/500 m ³ or portion thereof
		Each change in source
		Each apparent change in the material
	Nuclear Densometer Density & Moisture Content	1/500m ² /lift
		1/20 lineal m/lift
		3/lift
Granular Filter Drain	Proctor	1/500 m ³ or portion thereof
		Each change in source
		Each apparent change in the material
	Nuclear Densometer Density & Moisture	1/1000m ² /lift
		1/30 lineal m/lift
		3/lift
	Gradation & Crush % if Applicable	1/500 m ³ or portion thereof
		Each change in source
		Each apparent change in the material
	Durability	1/500 m ³ or portion thereof
		Each change in source
		Each apparent change in the material

Note: With the exception of Proctor tests, test results for specimens not collected from materials that have been compacted in place as part of the Work shall not be counted toward fulfilling the test frequencies indicated.

2.15 Witness Points

2.15.1 Witness points identified in the QC Manual must include the following points as a minimum:

1. Mineral soil subgrades prior to placing any fill materials or concrete.
2. Final surface prior to placing geomembrane and geotextile.
3. Final surface of granular filter drain.
4. Finished installation of gabion structures.
5. Finished installation of low-level outlet pipeline.
6. Finished installation of spillway gate.
7. Final surface of spillway invert.
8. Finished installation of the bridge over the spillway
9. Final surface of dam regraded sections and abutment stabilization.

3.0 SUBMITTALS**3.1 General**

- 3.1.1 This specification covers the submittals required for completion of the Submittals and the Closeout Submittals. Provision of the Submittals and Closeout Submittals is a prerequisite to Substantial Performance of the Work.
- 3.1.2 This specification is intended to supplement the Contractor Document requirements.

3.2 Definitions

- 3.2.1 "Administrative Submittals" means data presented for review and acceptance to ensure administrative requirements of the Contract and project are adequately met.
- 3.2.2 "Shop Drawings" means technical data specifically prepared for work of this Contract including drawings, diagrams, schedules, templates, patterns, and similar information not in standard printed form.
- 3.2.3 "Product Data" means standard printed information describing materials, products, equipment, and systems not specifically prepared for work of this Contract. Product data consisting of manufacturers' standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations, and descriptive data will be accepted in lieu of shop drawings provided that:
- 3.2.4 information not applicable to the Work of this Contract is deleted; and
- 3.2.5 standard information is supplemented with information specifically applicable to the Work of this Contract.
- 3.2.6 "Samples" means cuts or containers of materials or partial sections of manufactured or fabricated components that are physically identical to products proposed for use.
- 3.2.7 "Field Samples" means volumes of materials as specified, which are representative physically to materials proposed for use.

3.3 Submittals

- 3.3.1 The submittals required for the Contract are specified in the Contractor's Quality Control Plan and each section of this Specification document.
1. Schedule – with bidding documents and to be updated weekly.
 2. Shop drawings – 30 working days prior to ordering for approval by owner.
 3. As-built surveys – within 3 working days after completion of work item.
- 3.3.2 Submittal Preparation
1. Determine and verify:
 - Field measurements,
 - Field consultation criteria,
 - Catalogue numbers and similar data,
 - Compliance with Contract Documents,
 2. Co-ordinate each submittal with requirements of the Work and the Contract Documents.
 3. Notify the Owner, in writing, on the submittal and at the time of submission, of deviations from the requirements of the Contract Documents.
- 3.3.3 Submittal Requirements

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1. Make submittals within the times required by the Contract Documents and sufficiently in advance of the date that reviewed submittals will be required and in such sequence as to cause no delay in the Work.
 2. Make submittals in the form specified or included in the Contract Documents or in a form considered as an industry standard.
 3. Provide a transmittal letter with each submittal containing:
 - Date,
 - Project title and number,
 - Contractor's name and address,
 - Number of each shop drawing, product data, and sample submitted, if applicable,
 - Other pertinent data, if applicable.
 4. Include in the submittals:
 - Date and revision dates,
 - Contract title and number,
 - Name of:
 - a. Contractor,
 - b. Subcontractor,
 - c. Supplier,
 - d. Manufacturer,
 - e. Name of detailer when details are not prepared by the Contractor, Subcontractor, or Supplier.
 - The Contractor's stamp, initialed or signed, certifying the review of the submittal, the verification of field measurements, and the compliance with the Contractor's Quality Control Plan and Contract Documents, or that deviations, if incorporated, will be compatible with other elements of the Work.
- 3.3.4 Review of Submittals
1. When required, the Owner will review and comment on each submittal within 14 working days of receipt of the submittal.
 2. Make corrections or changes to rejected submittals and resubmit, as specified for the initial submission.
 3. Where required, until approval of a submittal is received, do not proceed with the Work related to the submittal.
 4. The Owner's review of the submittal does not relieve the Contractor from responsibility for errors and omissions, nor deviations from the requirements of the Contractor's Quality Control Plan and Contract Documents.
- 3.3.5 Reproduction of Submittals
- After final acceptance of the submittal, the Owner will reproduce the number of copies of the accepted submittal he requires and return the reviewed reproducible documents.

3.4 Closeout Submittals

3.4.1 The Contractor must submit the following Closeout Submittal items:

1. Supplier/manufacture product data sheets with recommended maintenance schedule. All other items specified in Section 2.0 Quality Control and identified in the Contractor's Quality Control Plan.

4.0 DEWATERING**4.1 General****4.1.1 Applicability**

This section applies to the Contractor's Dewatering activities associated with the performance of the Work, as described in this section.

4.1.2 Regulatory Requirements

1. Comply with the conditions of the project approvals obtained by the Owner as specified in the Contract Documents.
2. Make arrangements with the Owner and other agencies that may be affected by disposal of water, snow or ice. Obtain any approvals required in addition to those obtained by the Owner.

4.1.3 Site Conditions

The site is located where surface water, groundwater and perched groundwater is present. Some of the excavations may be below the water table.

4.1.4 Design of Dewatering Provisions

Refer to Vast Resource Solutions' Environmental Management Plan

4.2 Submittals

4.2.1 Submit a Dewatering Plan, including an erosion and sediment control plan, for review and comment by the Owner, 30 working days prior to commencing Work at the Site. Work will only commence upon receipt of an approved Dewatering Plan.

4.2.2 Submit a copy of each approval obtained by the Contractor, for the Owner's records.

4.3 Execution**4.3.1 General**

1. The Contractor is solely responsible for designing, supplying, installing maintaining, operating, and removing all Dewatering measures.
2. Provide, operate, and maintain all necessary cofferdams, channels, flumes, drains, well points, wells, sumps, pumps, pipelines, and other temporary diversion and protection works.
3. Have at the Site at all times, at least one standby pump of the maximum size required for the Dewatering Works.
4. Repair damage to any part of the Work caused by water, snow, or ice due to failure of the Dewatering measures. Perform additional excavations and fill placement made necessary by water, snow, or ice.
5. When no longer required and except as specified elsewhere, remove cofferdams, sumps, channels, drains, and other protective, dewatering, and temporary diversion works and finish to a neat and levelled condition

4.3.2 Environmental Protection

1. Do not use Dewatering measures that cause pollution.
2. Provide and maintain sedimentation ponds or other measures as necessary to reduce the level of suspended solids to within acceptable limits. Dispose of sediment in waste disposal areas.
3. Do not cause damage to the environment, property or cause nuisance on roads, or injury to the public or wildlife due to discharge of water from Dewatering measures.

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4. No bark, slash, wood chips, sawdust, organic debris, soil, gasoline, diesel fuel, oil, grease, ashes or other substances deleterious to aquatic life shall be allowed to enter any river, stream, main canal, pond, reservoir or other bodies of water.
5. Minimize all activities within the wetted perimeter of any river, stream or other body of water.
6. Provide effective water, sediment and erosion control measures, to prevent pollution, damage to the environment, and/or any regulatory exceedance.
7. Ensure all fuel and service vehicles carry a minimum of 10 kg of suitable sorbant material, 30 m² of 6 mil polyethylene, a shovel and one fuel barrel (lid removed).
8. Store oils, greases, gasoline, diesel or other fuels at least 100 m from any surface water.
9. Ensure handling and fuelling procedures do not contaminate ground or water.
10. Construct containment dykes or provide other suitable protective measures to allow cleanup of spills at fuel storage locations.

5.0 CLEARING**5.1 Applicability**

- 5.1.1 This specification section covers the requirements for removal and disposal of cleared materials.
- 5.1.2 Definitions
- 5.1.3 Clearing consists of cutting off trees, brush, and vegetative growth to 300 mm above ground and disposing of felled trees, previously uprooted trees and stumps, and surface debris.
- 5.1.4 The existing cleared limits at the site are shown on the Construction Drawings.
- 5.1.5 Required Clearing is the clearing of areas required as part of the Work as shown on the Construction Drawings.
- 5.1.6 Discretionary Clearing is the clearing of areas where clearing beyond that shown on the Construction Drawings is beneficial, in the opinion of the Contractor, but, in the opinion of the Owner, is not necessary for the completion of the Work.
- 5.1.7 Commercial Timber is timber that can be processed to meet the requirements set out in the document Log Manufacturing Specifications and Standards, included with this specification section.
- 5.1.8 At least 14 working days prior to commencement of excavation, submit for the Owner's records documentation confirming that the design of temporary slopes, temporary shoring, bracing, or other measures to ensure the safety and stability of temporary excavations conforms to the applicable standards.

5.2 Submittals

- 5.2.1 At least 30 working days prior to commencement of work, submit for review and approval by Owner details of all areas where Required Clearing is indicated on the Construction Drawings and Discretionary Clearing is contemplated.
- 5.2.2 Submit to the Owner for review and comment, at least 30 working days prior to the proposed start of clearing, a plan that indicates the limits of Required, and Discretionary Clearing in each area of Work, the location of stockpiles, and the Schedule of Work. Mark the plan to indicate the limits of each stage of clearing. Include with the plan the methods and procedures to be used for the clearing.
- 5.2.3 Submit for the Owner's records all necessary permits, licenses, and approvals for all Required Clearing and Discretionary Clearing at least 14 days prior to the commencement of Clearing.

5.3 Execution

- 5.3.1 Obtain the Owner's approval for all Discretionary Clearing. Do not proceed with Discretionary Clearing that has not been approved by the Owner.
- 5.3.2 Obtain all necessary permits, licenses, and approvals for the Clearing including Required Clearing.
- 5.3.3 Pay all costs and expenses associated with Discretionary Clearing. No payment will be made by Owner for Discretionary Clearing.
- 5.3.4 Inspect site and verify with Owner, items designated to remain.
- 5.3.5 Any area cleared outside the Required Clearing limits without the Owners approval will be required to be rehabilitated to the Owner's satisfaction at the Contractor's expense.
- 5.3.6 Prevent damage to fencing, trees, natural features, bench marks, water courses and root systems of trees which are to remain. Repair any damaged items to approval of Owner at the Contractor's expense.
- 5.3.7 Finished Surface
 - 5.3.7.1 Leave ground surface in condition suitable for stripping of peat to approval of Owner.

6.0 EXCAVATION**6.1 Applicability**

- 6.1.1 This specification section covers the requirements for all excavation.

6.2 Submittals

- 6.2.1 At least 14 working days prior to commencement of excavation, submit for review and comment by the Owner and Engineer an Excavation Plan for the Work providing the following information:
1. A schedule of the proposed excavation sequence, volumes and corresponding material utilization locations.
 2. Proposed access/egress locations and ramp configurations for all excavation areas.
 3. Anticipated temporary stockpiling requirements.
 4. Proposed measures to be implemented to ensure ongoing safety and stability in the excavation areas.
- 6.2.2 At least 14 working days prior to commencement of excavation, submit for the Owner's records documentation confirming that the design of temporary slopes, temporary shoring, bracing, or other measures to ensure the safety and stability of temporary excavations conforms to the applicable standards.

6.3 Execution**6.3.1 Preparation**

Notify Owner at least 2 days prior to commencing excavating operations for the first time as part of the Work.

6.3.2 Unauthorized Excavation

1. Unauthorized excavation is any excavation beyond lines, elevations and dimensions indicated.
2. Fill unauthorized excavation to lines, elevations, and dimensions indicated in the specifications and on the Construction Drawings, as directed by the Owner and at the Contractor's expense.

6.3.3 Excavation Lines

1. Conduct excavation to the lines and grades indicated on Construction Drawings or as determined by the Engineer.
2. Conduct excavation to lines and grades suitable to accommodate the required construction including any dimensions or limits indicated on the Construction Drawings.
3. The Contractor is responsible for determination of safe side slope angles for all temporary excavations. The safety of all temporary excavations is the responsibility of the Contractor. If ground movement related to a temporary slope becomes evident, the Contractor will propose to the Engineer for review the measures necessary to assess potential damage and repair actual damage resulting from the ground movement. Carry out measures necessary to assess potential damage and repair or actual damage resulting from ground movement related to temporary slopes at the Contractor's own expense.
4. The Engineer will determine if unsuitable bearing materials are encountered at indicated foundation, subgrade, final, or bearing elevations. Carry excavation deeper to remove unsuitable bearing materials and replace excavated material with suitable materials. Removal and replacement of materials determined by the Engineer to be unsuitable at the time of initial exposure will be paid at the applicable contract rates. Removal and replacement of material determined by the Engineer to be unsuitable will be at the Contractor's expense if the materials were or may have been suitable at the time of initial exposure or if the suitability of the materials may have been diminished by the Contractor's activities or failure to adequately protect the bearing materials.

5. The Engineer will determine if bearing conditions are fulfilled at elevations above those indicated on the Construction Drawings. Adjust excavation elevations to accommodate raised foundation level.
- 6.3.4 Shoring and Bracing
1. If required to provide safe working conditions and to prevent cave-ins and loose soil from falling into excavations, protect excavations by temporary shoring, bracing or other suitable methods.
 2. Temporary shoring, bracing, and other similar items must be removed and must not be buried in backfill unless prior approval to leave the items in place has been provided by the Engineer.
 3. Where the excavation is made to accommodate structures, sufficient material shall be removed to allow for the proper placing and bracing of forms.
 4. No extra payment will be made for designing, supplying, placing, maintaining or removing sheeting, bracing, shoring or other means of temporary support.
- 6.3.5 Excavation
1. Dispose of unsuitable organic soils and other unsuitable, native, uncontaminated excavated soil in the waste disposal areas designated by the Owner.
 2. Excavate to elevations and dimensions indicated on Construction Drawings within a tolerance of +/- 100 mm.
 3. Protect excavated surfaces, against which fill or foundations will be placed, from mechanical disturbance, excessive drying, wetting or freezing. Remove protection only when the Contractor is ready to place fill.
 4. Obtain Engineer's review of excavations prior to backfilling with permanent material or installation of piping or other facilities.
 5. Remove boulders, loose bedrock, soil blocks and other fragments that may slide or roll into excavated areas, which are unsafe or appear to endanger persons, work or property. The fact that such removal may enlarge an excavation beyond the required excavation lines shall not relieve the Contractor from the necessity of doing such scaling and removal.
 6. Keep excavations free of water while work is in progress.
- 6.3.6 Stockpiles and Spoil Piles
1. Assess the work requirements, including the planned sequence of work, to establish the extent of material stockpiling. No separate payment will be made for stockpiling or excavating from stockpiles. Include the cost of constructing and excavating from stockpiles as part of the work required for other components of the Work such as excavation and fill placement.
 2. Utilize Owner designated material stockpile areas and the waste disposal areas for all permanent stockpiles.
 3. Do not block drainage courses with stockpiled material or with material piled in temporary spoil pile areas.
 4. Keep stockpiles and material piled in spoil pile areas a safe distance away from open excavations and locations of future excavations.
 5. If stockpiling of fill is required by the Contractor, stockpile materials meeting the requirements for different classifications of fill in separate stockpiles.
 6. Prepare fill stockpile sites and construct stockpiles taking every precaution necessary to prevent segregation of particle sizes and contamination with other materials.
 7. Space all stockpiles at least two metres from adjacent material stockpiles with a different classification.

8. Finish the surfaces of stockpiles to safe lines and slopes and prevent stockpiled material from impacting the areas beyond the approved, prepared stockpile area.
9. Prevent drifting or erosion from stockpiles.
10. Remove all stockpiled materials from temporary stockpiles and incorporate into the Work of this Contract or place in the waste disposal areas.
11. Dispose of native, uncontaminated material that is considered to be unsuitable for use as fill at the designated waste disposal areas.

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7.0 EARTHWORKS**7.1 Applicability**

- 7.1.1 This specification section covers the requirements for general earthworks materials and fill placement. Additional requirements may be provided in other specification sections for specific types of earthwork materials or for earthwork materials in specific locations.

7.2 Submittals

- 7.2.1 At least 14 working days prior to commencement of the Work, submit for review and comment by the Owner sieve analysis results for granular filter bedding material to be used.
- 7.2.2 At least 14 working days prior to commencement of the Work, submit for review and comment by the Engineer a description of the measures to be implemented in the handling and placement of earth fill materials to ensure that the fill materials placed are properly conditioned. Include measures for drying, wetting, breaking up of lumps, and removal of oversize particles.
- 7.2.3 At least 7 days prior to commencement of the Work, submit for review and comment by the Engineer specifications for all compaction equipment to be used in the performance of the work. Indicate which equipment will be used for each embankment fill material.

7.3 Materials

- 7.3.1 Impervious fill shall be Bentonite Clay from borrow sources approved by the Engineer.
- 7.3.2 Supply granular filter drain, gabion rock and riprap materials that consist of sound, hard particles, free from silt and clay lumps, soft shale, deleterious materials, organic matter and foreign substances.
- 7.3.3 Supply granular filter drain, gabion rock and riprap materials with no gap grading and having a smooth gradation curve with no excess or deficiency of any particular grain size within the required range.
- 7.3.4 The Contractor is responsible for the quality of the granular materials placed in the Work and should undertake such quality control measures as are necessary to verify the quality of the granular materials in the source prior to loading the materials.
- 7.3.5 The Engineer retains the right to reject any granular filter drain, gabion rock or riprap materials if the materials do not, in the opinion of the Engineer's Quality Manager or representative, meet the quality requirements outlined in the Contract Documents.
- 7.3.6 The Engineer retains the right to have the Contractor dispose of any material that is excavated from the site in the waste disposal areas.
- 7.3.7 Granular Filter Drain

1. Use graded gravel and sand complying with the following gradation requirements:

<u>Sieve Size (mm)</u>	<u>Percent Passing by Mass</u>
50	100
20	55 to 86
5	20 to 51
1.18	7 to 35
0.30	0 to 21
0.15	0 to 15
0.075	0 to 5

2. Use material that is sound with less than 12 percent loss of weight after five cycles in accordance with the requirements of CAN/CSA A23.2-29A-09.

7.4 Execution**7.4.1 Subgrade Preparation**

1. In foundation areas to receive fill, scarify, blend, and compact, the native soil subgrade to a minimum depth of 200 mm using a disc (or equivalent scarifying equipment) and other approved equipment. Proof-rolling of the foundation area may be required prior to placement of fills.
2. Moisture condition, grade, and compact the scarified subgrade to the same specifications as the overlying fill. Drying may be required in some instances.

7.4.2 Fill Placement

1. Do not place fill material on any surface until the area has been inspected and approved by the Engineer.
2. Construct fill from suitable soils excavated from necessary excavations.
3. Construct fill to the lines and grades shown on the Construction Drawings using fill materials that are placed and compacted as specified in the Construction Drawings.
4. Where the Contractor has excavated beyond the design excavation lines shown on the Construction Drawings, replace such excavations with suitable materials similar to the adjacent fill zones. Unauthorized excavations will be backfilled at the Contractor's expense.
5. Remove debris, snow, ice and water prior to fill placement. Do not place fill when the material, the foundation, or the surface on which it would be placed is frozen.
6. Suspend earthwork operations at any time when, in the opinion of the Engineer, satisfactory work cannot be done on account of rain, flooding, cold weather or other unsatisfactory conditions. If necessary in the opinion of the Engineer, remove and replace, or rework any fills or subgrade impacted by such conditions. No separate compensation will be made to Contractor for removing and replacing or reworking this material.
7. Overgrade final fill slopes and then trim back to the required cross-section and grade. Perform blade work and trimming as required to bring the fill to neat, regular slopes of the shapes specified.
8. Place and spread fill materials in continuous and approximately horizontal layers of uniform thickness in such a manner as to prevent segregation and stratification and to obtain a homogeneous mass.
9. Commence placement of fill materials at the lowest elevation of the foundation.
10. Join new embankment fill onto all natural, excavated, or fill slopes by terracing or stepping into slopes with a minimum step width and step height of 0.5 m. Stagger fill joints to minimize the potential for preferred seepage paths in any direction.
11. Protect compacted fill material and foundations prepared for the fill from freezing. A sacrificial layer of loose fill shall be considered where freezing of compacted fill or prepared foundation is of concern.
12. Remove any and all material, not approved as the required fill material that accumulates on the surface of any layer or prepared foundation, at no additional cost to the Owner, before any material is placed for the succeeding layer.
13. Reroute construction traffic away from or otherwise stabilize areas where the fill or ground surface begins rutting or otherwise exhibits instability.
14. Apply compaction effort for a minimum horizontal distance of at least 600 mm on each side of joints in fill.

15. During placement and compaction operations, direct the movement of equipment to result in uniform coverage. Scarify and recompact areas of non-uniformly compacted ridges or troughs resulting from placement or spreading equipment.
16. Suspend general fill placement operations when atmospheric temperature is below -10°C , unless otherwise authorized by the Engineer, or whenever, in the opinion of the Engineer, climatic conditions are unsatisfactory for placing fill to conform to specification. No fill shall be placed and compacted while it is frozen.

7.4.3 Moisture Control

1. Moisture condition and recompact, or remove and replace, any portion of the fill or subgrade which has suffered a reduction in quality due to drying, frost, rain or any other reason before the placing of succeeding layers. This work is to be completed at no additional cost to Owner.
2. If any material to be placed in the fill is too dry, add moisture and work into the material by scarifying, until a uniform distribution of moisture is obtained. Use scarifiers or other equipment for mixing of water with fill material only in accordance with quality control procedures. Accurately control the amount of water applied on fill layers to conform to the required moisture content limits and so that free water will not appear on the surface during or subsequent to rolling or tamping. Add moisture prior to delivering the material for placement in the Work and/or place on the fill section in lifts not more than 100 mm thick to allow moisture conditioning on the fill surface prior to compaction.
3. Apply water for moisture control of fill materials by methods established in accordance with quality control procedures. Do not direct jets of water on the fill with such force that finer materials will be washed out.
4. Materials which are above the specified moisture content limits shall be dried prior to delivering the material for placement in the Work and/or shall be placed on the fill section in thin (maximum 300 mm) lifts and shall be dried until the moisture content is uniformly reduced to that specified.
5. Mixing of approved materials having different in situ moisture contents to obtain the required moisture content is permitted for fill materials. Disc or use other methods established in accordance with the quality control procedures when materials are mixed to obtain a consistent material with the required uniformity of moisture content.

7.4.4 Compaction Equipment

1. Use compaction equipment of the type, size and efficiency capable of achieving the specified degree of compaction on the Construction Drawings.
2. Unless otherwise specified, use the following types of equipment to compact the corresponding fill materials:
 - Sheepsfoot roller (as defined below) for all Impervious Fill materials.
 - Hand operated power or vibratory smooth drum roller (as defined below) tamper for granular filter materials.
3. Sheepsfoot rollers shall consist of two or more vibratory drums with each drum at least 1.5 m in diameter and having a fully ballasted operating mass of at least 6000 kg per metre of drum length. Individual sheepsfoot roller drums shall be between 1.5 m and 2 m in length, with the space between drums not exceeding 400 mm. The roller feet shall be spread uniformly over the surface of the drum with at least one foot for each 0.06 m^2 of roller surface. The minimum distance between centres of feet shall be 230 mm and the feet shall be between 230 mm and 280 mm long. The end area of each foot shall not be greater than 6400 mm^2 . Sheepsfoot rollers shall be towed at a speed not exceeding 5 km/h using equipment that does not leave compacted surfaces which prevent uniform penetration by the roller feet.

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4. Medium-duty vibratory smooth drum roller with a minimum operating mass of 4000 kg shall be used for compacting granular fill.
 5. In areas which are not accessible to the compaction equipment specified above or which are within 1 m of structures, pipes, instrumentation, or other items susceptible to compaction-induced damage, compact fill materials to specified density with approved hand operated power tampers or other approved compaction equipment.
 6. A minimum compaction effort of 4 passes is required for all granular filter materials and a minimum compaction effort of 8 passes for all Impervious Fill materials.
- 7.4.5 Installation Tolerances
1. Provide finished fill surfaces that are smooth, regular and uniform. A maximum deviation of ± 50 mm will be permitted between the finished surfaces and the lines and grades for all materials, as shown on the Construction Drawings or as amended by the Engineer.
 2. No allowance in fill volumes for payment will be made for foundation settlement or for consolidation of the fill prior to the Owner's acceptance of as-built survey data for finished grade.

7.5 Testing

- 7.5.1 All earthworks and compaction testing is to be completed by the contractor; costs are to be included in unit costs for backfill. The engineer will review and approve backfill tests.

8.0 GABION MATTRESSES AND MSE BASKETS**8.1 Applicability**

This specification covers the supply, assembly and placement of all gabion mattresses, baskets and MSE for the project area.

8.2 References

Gabion mattresses, baskets, and granular filter material shall be supplied, assembled and placed according to the manufacturer's written instructions.

8.3 Submittals

1. At least 14 working days prior to commencement of the work, submit for review and comment by the Owner sieve analysis results for granular filter material and for gabion mattress fill to be used.
2. Submit product data for the gabion mattresses and baskets, for the Engineer's records, at least 20 working days prior to delivering any materials to Site.

Submit detailed plan to the Engineer for review and comment at least 14 days prior to commencement of the Work. Submittal shall include the following:

- Plan view of layout delineating each gabion mattress and basket.
- Cross-section view at chute and stilling basin showing gabion mattress and basket widths and vertical height.
- Profile view of chute and stilling basin, outlining typical ground elevations and design elevations.
- Plan for constructing the chute and stilling basin.

3. Quality Control

- Perform suitable quality control for gabion rock material and granular filter material as necessary. Transport only acceptable materials to the Site.
- Inspect each shipment of gabion rock and mattress materials and make provisions for the timely replacement of damaged material.

8.4 Materials

1. All gabion mattresses shall be manufactured from 8x10 double twisted hexagonal woven PVC coated galvanized steel wire mesh, as per ASTM A975-97.
2. Gabion mattresses shall be manufactured and shipped with all components mechanically connected at the production facility.

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3. Wire Diameter and Coating Requirements

Wire diameter and coating requirements as follows:

Item	Unit	Lacing Wire (mm)	Mesh Wire (mm)	Selvedge Wire/Preformed Stiffeners
PVC Wire Mesh	mm	2.2 / 3.2	2.7 / 3.7	3.4 / 4.4
Wire Tolerance	mm	0.1	0.1	0.1
Minimum Quantity/Zinc	g/m ²	214	244	259
Wire + PVC Diameter	mm	3.2	3.7	4.4

8.4.1 Diaphragm

The gabion mattresses shall be divided into cells by means of diaphragms. The diaphragms create cells that are a maximum of 1 m by 1 m. The diaphragms shall be secured in position to the base prior to shipment to the Site so that no additional tying is required on Site.

8.4.2 Gabion Rock

1. Materials for the gabion rock shall be sound and durable field stone, or rough-hewn quarry stone as nearly rectangular as practicable with a specific gravity of not less than 2.65, conforming to the gradation requirements below.

<u>Sieve Size (mm)</u>	<u>Percent Passing by Mass</u>
250	100
200	50 to 100
150	25 to 50
120	5 to 50
100	0 to 5

2. If the gabion rock contains 10% or more (by volume) of fines (diameter < 5 mm) at the time of placement, Contractor shall use a slotted excavator bucket (or equivalent) with slot widths of 50 mm to sieve gabion rock prior to gabion rock placement in the mattresses and baskets.

8.4.3 Granular Filter Bedding

Materials for granular filter bedding shall conform to the gradation given in this specification.

8.5 Execution

8.5.1 Storage

Unload, handle and store gabion mattress and basket materials in accordance with the manufacturer's written instructions to prevent damage to the wire or wire coating.

8.5.2 Preparation

1. Provide receiving surfaces that are even, and constructed to the lines, grades, and elevations specified in the Contract Documents.
2. Remove any snow, ice or other deleterious material from the receiving surfaces prior to installing the gabions.
3. Do not commence installing the gabions until the receiving surfaces have been inspected by the Engineer. Rectify defects, including any identified by the Engineer, until the receiving surfaces meet the requirements of the Construction Documents.

4. Compact the surface of the granular filter drain to provide a firm foundation of specified uniform density beneath the entire length of gabion mattress and basket structures to the specification shown on the Construction Drawings.

8.5.3 Mattress and Basket Assembly and Installation

1. Install the mattresses and baskets at the locations, in the sizes, and to the lines, grades, and elevations specified on the Construction Drawings. The tolerance from the specified lines, grades, and elevations is ± 50 mm.
2. Place, assemble, tie, and fill the gabion mattresses and baskets in accordance with the manufacturer's written instructions, and as specified.
3. Use a pneumatic or hand powered tool as recommended by the manufacturer to install overlapping fasteners.
4. Assemble mattresses and baskets into box-shaped compartments by joining all untied edges with tie wire or overlapping fasteners. Tightly loop the tie wire around every other mesh opening along the seams in such a manner that single and double loops are obtained or install an overlapping fastener at every mesh opening.
5. Use tie wire or overlapping fasteners to securely connect each unit to the adjoining units along the top selvages and the vertically reinforced edges prior to filling to obtain a monolithic structure.

8.5.4 Filling Mattresses and Baskets

1. Use filling methods that do not damage the coating or wires.
2. Fill the mattresses and baskets with gabion rock in progressive layers and in stages to avoid local deformations. Do not fill any compartment of a gabion mattress by more than one-half the depth of any adjoining compartment.
3. Arrange each layer of rock in the compartments by hand to minimize voids and bulging of exposed faces. All voids in the gabion rock placed in mattresses and baskets shall be less than 50 mm, measured in any direction.
4. After each compartment is filled, roll the lid out to meet the front and sides. Securely tie all sides of the lid to all edges and to the top of the diaphragms.
5. Install a second lid to reduce the mesh opening size by one half. The second lid shall be installed on the top and all exposed sides of the gabion mattresses. Securely tie all sides of the second lid to all edges and to the top of the diaphragms.
6. Provide a completed installation that is neat, compact, and square in appearance.
7. Do not allow equipment to travel on the gabions.
8. For baskets located on a slope, fill the mattresses progressing from the bottom to the top of the slope.

9.0 RIPRAP**9.1 Applicability**

9.1.1 This section covers the work required to complete the riprap as shown on the Construction Drawings.

9.2 Submittals

9.2.1 At least 14 working days prior to commencement of the work, submit for review and comment by the Owner sieve analysis results for granular filter bedding material and for riprap rock.

9.3 Materials**9.3.1 Riprap**

Materials for the rock riprap shall be sound and durable field stone, or rough-hewn quarry stone as nearly rectangular as practical with a specific gravity of not less than 2.65, conforming to the requirements specified below.

<u>Sieve Size (mm)</u>	<u>Riprap Option 1 Percent Passing by Mass</u>
300	100
200	50 to 85
100	15 to 50
15	0 to 15
5	0
	Riprap Option 2
D _{max}	450 mm
D ₈₀	350 mm
D ₅₀	300 mm
D ₂₀	150 mm

9.4 Execution**9.4.1 Stockpiles**

1. Do not stockpile riprap in areas where contamination with the underlying soils can occur. Prepare stockpile areas by grading the area level and diverting drainage from adjacent areas away from the stockpile locations.
2. Stockpile riprap in a manner that minimizes segregation.

9.4.2 Placement

1. Place riprap at the locations, and to the lines, grades, and elevations specified on the Construction Drawings.
2. Surfaces to receive riprap may be frozen, but water, snow, ice, frozen lumps, and other deleterious materials must be removed from receiving surfaces prior to placement.
3. Do not place riprap until the receiving surfaces have been inspected by the Engineer. Rectify any defects, including any identified by the Engineer, until the receiving surfaces meet the requirements of the Construction Documents.
4. Compact the surface of the granular filter drain to provide a firm foundation of specified uniform density beneath the entire length of the riprap.
5. Place riprap by clam shell, dragline, backhoe, or similar lifting equipment. Do not end-dump and push riprap into place on the slopes.
6. Do not cause segregation, particle damage, breakdown, or excessive displacement of the previously placed riprap. Replace or repair damaged or displaced material.

7. Obtain the specified distribution of the various sizes or particles throughout the mass by using selective loading at the source or stockpile, by controlled dumping of successive loads during placing, or by other methods of placement.
8. Place riprap to its full thickness in one operation. Compaction is not required.
9. Place riprap in a closely packed arrangement such that smaller rocks fill the voids between larger rocks and there are no unfilled spaces that would permit the escape of underlying layers of placed materials. No voids larger than 100 mm (measured in any direction) will be permitted. Interlock layers and dress slopes as required.
10. Rearrange rocks to eliminate any tendency of rocks to move or slide after placement.
11. Do not break individual riprap particles after placement.
12. Do not allow equipment to travel upon riprap.
13. Provide a completed riprap surface that is regular and uniform.

9.4.3 Placement Tolerances

Place riprap to at least the specified thickness and to a tolerance of ± 50 mm of the specified thickness. Provide riprap to the top of bank where specified. Where the specified top of riprap is below the top of bank, provide riprap to within +50 mm of the specified elevation.

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10.0 GEOMEMBRANE HDPE**10.1 Applicability**

This specification covers the work required to complete the installation of the geomembrane as shown on the Construction Drawings.

10.2 Submittals

1. The Contractor shall submit 20 working days prior to bringing the geomembrane on site, certificates for the geomembrane manufacturers' quality control tests for the Owner's records.
2. Each geomembrane roll brought to site shall be tagged or labelled to provide product information sufficient for inventory and quality control purposes.

10.3 Materials

Geomembrane HDPE

The geomembrane HDPE textured DS shall be conforming to the requirements specified below. The HDPE shall have rough textured standard finish, with thickness of 60/1.5 (MILS/MM).

PROPERTY	TEST METHOD	UNIT (Metric)	Solmax 460T-2000
Thickness (min. avg.)	ASTM D-5994	mm	1.43
Lowest individual for 8 out of 10 values		mm	1.35
Lowest individual for 10 out of 10 values		mm	1.28
Asperity Height (min. avg.)	ASTM D-7466	mm	0.25
Resin Density	ASTM D-1505	g/cc	>0.932
Melt Index - 190/2.16 (max.)	ASTM D-1238	g/10 min	1
Sheet Density	ASTM D-1505	g/cc	>0.94
Carbon Black Content	ASTM D-4218	%	2.0/<3.0
Tensile Properties (min. avg.)	ASTM D-6693		
Strength at Yield		kN/m	23
Elongation at Yield		%	13
Strength at Break		kN/m	23
Elongation at Break		%	150
Tear Resistance (min. avg.)	ASTM D-1004	N	200
Puncture Resistance (min. avg.)	ASTM D-4833	N	530
Dimensional Stability	ASTM D-1204	%	± 2
Stress Crack Resistance (SP-NCTL)	ASTM D-5397	hr	400

10.4 Transport

- 10.4.1 Transportation of the HDPE geomembrane shall be the responsibility of the contractor.
- 10.4.2 During shipment, the geomembrane shall be protected from ultraviolet light exposure, precipitation, mud, dirt, dust, puncture, or other damaging or deleterious conditions.
- 10.4.3 Upon delivery at the job site, the contractor shall ensure that the geomembrane rolls are handled and stored in accordance with the manufacturer's instructions as to prevent damage.

10.5 Execution**10.5.1 Quality Assurance**

1. The engineer shall examine the geomembrane rolls upon delivery to the site and report any deviations from project specifications to the contractor.

2. The engineer may decide to arrange conformance testing of the rolls delivered to the job site. For this purpose, the engineer shall take a sample 3 feet (along roll length) by roll width according to ASTM Standard.
 3. The sample shall be properly marked, wrapped and sent to an independent laboratory for conformance testing.
 4. The pass or fail of the conformance test results shall be determined according to ASTM Standard.
- 10.5.2 Installation
1. The geomembrane shall be handled in such a manner as to ensure that it is not damaged in any way.
 2. Should the contractor damage the geomembrane to the extent that it is no longer usable as determined by these specifications or by the engineer, the contractor shall replace the geomembrane at his own cost.
 3. The geomembrane shall be installed to the lines and grades as shown on the contract drawings and as described herein.
 4. The geomembrane shall be rolled down the slope in such a manner as to continuously keep the geomembrane in tension by self weight. The geomembrane shall be securely anchored in an anchor trench of 0.6m wide where applicable, or by other approved or specified methods.
 5. In the presence of wind, all geomembrane shall be weighted by sandbags or approved equivalent. Such anchors shall be installed during placement and shall remain in place until replaced with cover material.
 6. The contractor shall take necessary precautions to prevent damage to adjacent or underlying materials during placement of the geomembrane. Should damage to such material occur due to the fault of the contractor, the latter shall repair the damaged materials at his own cost and to the satisfaction of the engineer.
 7. During placement of the geomembrane, care shall be taken not to entrap soil, stones or excessive moisture that could hamper subsequent seaming of the geomembrane as judged by the engineer.
 8. The geomembrane shall not be exposed to precipitation prior to being installed and shall not be exposed to direct sunlight for more than 15 days after installation.
 9. The contractor shall not use heavy equipment to traffic above the geomembrane without approved protection.
 10. The geomembrane shall be covered as soon as possible after installation and approval. Installed geomembrane shall not be left exposed for more than 15 days.
 11. Material overlying the geomembrane shall be carefully placed to avoid wrinkling or damage to the geomembrane.

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11.0 GEOTEXTILE FILTER FABRICS**11.1 Applicability**

This specification covers the work required to complete the installation of the geotextile filter fabrics as shown on the Construction Drawings.

11.2 Submittals

1. The Contractor shall submit 20 working days prior to bringing the geotextile filter fabrics on site, certificates for the geotextile filter fabrics manufacturers' quality control tests for the Owner's records.
2. Each geotextile roll brought to site shall be tagged or labelled to provide product information sufficient for inventory and quality control purposes.

11.3 Materials

Geotextile Filter Fabrics

The non-woven geotextile filter fabrics shall be conforming to the requirements specified below.

PRODUCT IDENTIFICATION					
Product description:	TEXEL 100E (GSE NW 10)				
Product type:	Needle punched Nonwoven, Short staple fiber				
Fiber composition:	Polypropylene				
Reinforcement:	None				
PHYSICAL SPECIFICATIONS					
	MIN	MAX	UNITS	METHOD	FREQUENCY
Total weight:	339	-	g/m ²	ASTM D5261	Standard
Thickness:	2.7	-	mm	ASTM D5199	Standard
Tensile strength (MD):	1200	-	N	ASTM D4632	Standard
Tensile strength (CD):	1200	-	N	ASTM D4632	Standard
Elongation at break:	50	-	%	ASTM D4632	Standard
CBR puncture:	3220	-	N	ASTM D6241	Standard
Permittivity:	0.94	-	s-1	ASTM D4491	1/year
Permeability:	0.3	-	cm/sec	ASTM D4491	1/year
Water flow rate:	3055	-	l/min/m ²	ASTM D4491	1/year
AOS:	-	150	μm	ASTM D4751	1/year
U.V. Resistance	70	-	%	ASTM D4355	1/year

Note: All values are MARV except when specified.

11.4 Manufacture

All rolls of the geotextile shall be identified with permanent marking on the roll or packaging, with the manufacturers name, product identification, roll number and roll dimensions.

11.5 Transport

- 11.5.1 Transportation of the geotextile shall be the responsibility of the contractor.
- 11.5.2 During shipment, the geotextile shall be protected from ultraviolet light exposure, precipitation, mud, dirt, dust, puncture, or other damaging or deleterious conditions.
- 11.5.3 Upon delivery at the job site, the contractor shall ensure that the geotextile rolls are handled and stored in accordance with the manufacturer's instructions as to prevent damage.

11.6 Execution

- 11.6.1 Quality Assurance

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1. The engineer shall examine the geotextile rolls upon delivery to the site and report any deviations from project specifications to the contractor.
 2. The engineer may decide to arrange conformance testing of the rolls delivered to the job site. For this purpose, the engineer shall take a sample 3 feet (along roll length) by roll width according to ASTM D 4354.
 3. The sample shall be properly marked, wrapped and sent to an independent laboratory for conformance testing.
 4. The pass or fail of the conformance test results shall be determined according to ASTM D 4759.
- 11.6.2 Installation
1. The geotextile shall be handled in such a manner as to ensure that it is not damaged in any way. Should the contractor damage the geotextile to the extent that it is no longer usable as determined by these specifications or by the engineer, the contractor shall replace the geotextile at his own cost.
 2. The geotextile shall be installed to the lines and grades as shown on the contract drawings and as described herein.
 3. The geotextile shall be rolled down the slope in such a manner as to continuously keep the geotextile in tension by self weight. The geotextile shall be securely anchored in an anchor trench where applicable, or by other approved or specified methods.
 4. In the presence of wind, all geotextiles shall be weighted by sandbags or approved equivalent. Such anchors shall be installed during placement and shall remain in place until replaced with cover material.
 5. The contractor shall take necessary precautions to prevent damage to adjacent or underlying materials during placement of the geotextile. Should damage to such material occur due to the fault of the contractor, the latter shall repair the damaged materials at his own cost and to the satisfaction of the engineer.
 6. During placement of the geotextile, care shall be taken not to entrap soil, stones or excessive moisture that could hamper subsequent seaming of the geotextile as judged by the engineer.
 7. The geotextile shall not be exposed to precipitation prior to being installed and shall not be exposed to direct Sun light for more than 15 days after installation.
 8. The geotextile shall be seamed using heat seaming or stitching methods as recommended by the manufacturer and approved by the engineer. Sewn seams shall be made using polymeric thread with chemical resistance equal to or exceeding that of the geotextile. All sewn seams shall be continuous. Seams shall be oriented down slopes perpendicular to grading contours unless otherwise specified.
 9. For heat seaming, fusion welding techniques recommended by the manufacturer shall be used.
 10. The contractor shall not use heavy equipment to traffic above the geotextile without approved protection.
 11. The geotextile shall be covered as soon as possible after installation and approval. Installed geotextile shall not be left exposed for more than 15 days.
 12. Material overlying the geotextile shall be carefully placed to avoid wrinkling or damage to the geotextile.

12.0 STRUCTURAL GEOGRID**12.1 Applicability**

This specification covers the work required to complete the installation of the structural geogrid as shown on the Construction Drawings.

12.2 Submittals

12.2.1 The Contractor shall submit 20 working days prior to bringing the structural geogrid on site, certificates for the structural geogrid manufacturers' quality control tests for the Owner's records.

12.2.2 Each geogrid roll brought to site shall be tagged or labelled to provide product information sufficient for inventory and quality control purposes.

12.3 Materials

Structural Geogrid

The BX1500 Structural Geogrid shall be conforming to the requirements specified below.

Product Properties			
Index Properties	Units	MD Values	XMD Values
Aperture Dimensions	mm (in)	25 (1.0)	30.5 (1.2)
Minimum Rib Thickness	mm (in)	1.78 (0.07)	1.78 (0.07)
Tensile Strength @ 2% Strain	kN/m (lb/ft)	8.5 (580)	10.0 (690)
Tensile Strength @ 5% Strain	kN/m (lb/ft)	17.5 (1,200)	20.0 (1,370)
Ultimate Tensile Strength	kN/m (lb/ft)	27.0 (1,850)	30.0 (2,050)
Structural Integrity			
Junction Efficiency	%	93	
Flexural Stiffness	mg-cm	2,000,000	
Aperture Stability	m-N/deg	0.75	
Durability			
Resistance to Installation Damage	%SC/ %SW/ %GP	95/ 93/ 90	
Resistance to Long Term Degradation	%	100	
Resistance to UV Degradation	%	100	

The UX1100MSE Structural Geogrid shall be conforming to the requirements specified below.

Product Properties		
Index Properties	Units	MD Values
Tensile Strength @ 5% Strain	kN/m (lb/ft)	27 (1,850)
Ultimate Tensile Strength	kN/m (lb/ft)	58 (3,970)
Junction Strength	kN/m (lb/ft)	54 (3,690)
Flexural Stiffness	mg-cm	500,000
Durability		
Resistance to Long Term Degradation	%	100
Resistance to UV Degradation	%	95
Load Capacity		
Maximum Allowable (Design) Strength for 120-year Design Life	kN/m (lb/ft)	21.2 (1,450)
Recommended Allowable Strength Reduction Factors		
Minimum Reduction Factor for Installation Damage (RFID)		1.05
Reduction Factor for Creep for 120-year Design Life (RFCR)		2.60
Minimum Reduction Factor for Durability (RFD)		1.0

12.4 Manufacture

All rolls of the geogrid shall be identified with permanent marking on the roll or packaging, with the manufacturers name, product identification, roll number and roll dimensions.

12.5 Transport

12.5.1 The BX1500 biaxial geogrid shall be delivered to the jobsite in roll form with each roll individually identified and nominally measuring 4.0 meters (13.1 feet) in width and 50.0 meters (164 feet) in length. A typical truckload quantity is 180 rolls.

12.5.2 The UX1100MSE structural geogrid shall be delivered to the jobsite in roll form with each roll individually identified and nominally measuring 1.33 meters (4.36 feet) in width and 76.2 meters (250 feet) in length. A typical truck load quantity is 432 rolls.

12.6 Execution**12.6.1 Quality Assurance**

1. The engineer shall examine the geogrid rolls upon delivery to the site and report any deviations from project specifications to the contractor.
2. The engineer may decide to arrange conformance testing of the rolls delivered to the job site. For this purpose, the engineer shall take a sample three feet (along roll length) by roll width according to ASTM D 4354.
3. The sample shall be properly marked, wrapped and sent to an independent laboratory for conformance testing.
4. The pass or fail of the conformance test results shall be determined according to ASTM D 4759.

12.6.2 Installation

1. Unroll the geogrid on the compacted backfill and cut to the length indicated.
2. Pull the geogrid taut to remove slack in the geogrid and at the connectors.
3. Stake or pin the geogrid near the end to maintain alignment and tension during filling.
4. Place a minimum of 3 inches (75 mm) of fill between overlapping layers of geogrid where overlapping occurs behind curves and corners of a wall.
5. Rubber tired vehicles may travel on the geogrid at low speeds, less than 5 miles per hour. Turning of vehicles should be avoided to prevent dislocation or damage to the geogrid and the connected wall facing units.
6. Tracked vehicles shall not be operated directly on the geogrid. A minimum of 8 inches (200 mm) of fill cover over the geogrid is required for operation of tracked construction vehicles in the reinforced zone.
7. Place geogrid shims on the front flange of all facing units connected to geogrid as indicated or as shown in the Tensar Earth Technologies Construction and Quality Control Manual.
8. When installing connections, place the geogrid on the facing unit. Insert the connector teeth through the apertures of the geogrid into the slot in the underlying unit. Pull the grid snug against the teeth. Hammer the connector into the slot.

13.0 CONCRETE**13.1 Applicability**

This specification covers the work required to complete the installation of all concrete sections as shown on the Construction Drawings.

13.2 Submittals

- 13.2.1 The Contractor shall submit 20 working days prior to bringing the concrete on site, certificates for the manufacturers' quality control tests for the Owner's records.
- 13.2.2 Each batch brought to site shall have product information sufficient for inventory and quality control purposes.

13.3 Materials

- 13.3.1 Cast-in-place Concrete and Rebar
 - 1. Concrete type 10 (GU).
 - 2. Reinforcing bars shall conform to CSA G30.18.
 - 3. Welded wire mesh reinforcing shall conform to CSA G30.15.

13.4 Execution**13.4.1 Concrete - General**

- 1. All concrete shall comply with Austin Engineering Design Documents and CSA A23.1-3.
- 2. Concrete reinforcing work in accordance with CAN/CSA G30.15 and G30.18 unless specified otherwise in this section.
- 3. Concrete shall be 25 MPa, 5-8% air, 75 +/- 25 mm slump, and MSA of 10 mm.
- 4. All rebar and welded wire mesh must confirm to CSA G30.18 400 W (60KSI) and CSA G30.15 respectively.
- 5. All rebar splices shall be approved by the Engineer and splice lengths shall be 40 x bar diameter.
- 6. Provide clear cover to reinforcing of 75 mm (3") below grade, 50 mm (2") elsewhere.

13.4.2 Preparation

Do not add water to concrete on site and reject concrete not placed within two (2) hours of batching.

13.4.3 Installation

- 1. Install concrete in accordance with CSA A23.1 – 3.
- 2. Protect concrete from adverse weather conditions during curing in accordance with CSA A23.1.
- 3. When air temperature begins to drop below 5°C, additional care must be taken before, during and after new concrete is placed. (CSA Standard CAN3-A23.1-M77). Heating of area will be required.

13.5 Testing

- 13.5.1 All concrete testing is to be completed by the contractor; all associated costs are to be included within unit prices for concrete. The engineer will review and provide approvals for the concrete testing completed by the contractor.

14.0 PRECAST CONCRETE**14.1 Applicability**

This specification covers the work required to complete the installation of all precast concrete sections as shown on the Construction Drawings.

14.2 Submittals

- 14.2.1 The Contractor shall submit 20 working days prior to bringing the concrete on site, certificates for the manufacturers' quality control tests for the Owner's records.
- 14.2.2 Each batch brought to site shall have product information sufficient for inventory and quality control purposes.

14.3 Materials**14.3.1 Precast Concrete and Reinforcing Steel:**

- 1. Concrete shall conform to CSA-A23.4.
- 2. Grout shall be non-shrink, non-metallic, minimum yield strength of 70 MPa (10,000 psi), at 28 days.
- 3. Reinforcing bars shall conform to CSA G30.18.

14.4 Fabrication

- 1. Shall conform to CSA-A23.4
- 2. Maintain plant records and quality control program during production of precast members. Mark records available upon request.
- 3. Ensure reinforcing steel, anchors, inserts, plates, angles, and other cast-in items are embedded and located as indicated on Drawings

14.5 Finishes

Finish surfaces to CSA-A23.4, Standard Grade

14.6 Execution**14.6.1 Precast Concrete - General**

- 1. All concrete shall comply with Austin Engineering Design Documents and CSA A23.4.
- 2. Concrete reinforcing work in accordance with CAN/CSA G30.15 and G30.18 unless specified otherwise in this section.

14.6.2 Installation

- 1. Install concrete in accordance with CSA A23.4.
- 2. Protect members to prevent staining, chipping, or spalling of concrete
- 3. Handle precast members in position consistent with their shape and design. Lift and support only from support points.
- 4. Mark each member with date of production and final position in structure.

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15.0 CONCRETE CLOTH**15.1 Applicability**

This specification covers the work required to complete the installation of the concrete cloth as shown on the Construction Drawings.

15.2 Submittals

1. Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation and a list of fastening devices to be used.
2. Certifications: Manufacturer shall submit a letter of certification that the product meets or exceeds all technical and packaging requirements.
3. The Contractor shall submit 20 working days prior to bringing the concrete cloth on site, certificates for the manufacturers' quality control tests for the Owner's records.
4. Each concrete cloth roll brought to site shall be tagged or labelled to provide product information sufficient for inventory and quality control purposes.

15.3 Materials

The Concrete Cloth or other Geosynthetic Cementitious Composite Mat (GCCM) approved by the engineer shall conform to the requirements specified below:

PRODUCT IDENTIFICATION		
Product description:	Concrete Cloth™ – CC8	
PHYSICAL SPECIFICATIONS		
Property	Test Method	Indicative Properties
Thickness (uncured)	ASTM D5199	0.31 inches
Thickness (cured)	ASTM D5199	0.35 inches
Mass/unit area (uncured)	ASTM D5261 and D5993	2.5 psf
Mass/unit area (cured)	ASTM D5261 and D5993	3.4 psf
PERFORMANCE SPECIFICATIONS		
Property	Test Method	Indicative Properties
Compressive Strength	ASTM C473 and C773	5800 psi
Ultimate Strip Tensile Strength (MD) (cured)	ASTM D5035	49 lb/in
Ultimate Strip Tensile Strength (MD) (uncured)	ASTM D5035	108 lb/in
3 Point Bending Strength	ASTM C1185	490 psi

15.4 Composition

1. All components shall be pre-packaged by the Manufacturer to assure material performance properties. The GCCM shall be a polyester fiber matrix, which is cement impregnated and PVC backed, manufactured in rolls that conforms to the shape of its substrate and hardens when watered.
 - a. Components:
 - i. Fabric – polyester
 - ii. Cement – specially formulated
 - iii. PVC Backing

15.5 Manufacture

All rolls of the geotextile shall be identified with permanent marking on the roll or packaging, with the manufacturers name, product identification, roll number and roll dimensions.

15.6 Transport

- 15.6.1 Transportation of the concrete cloth shall be the responsibility of the contractor.
- 15.6.2 During shipment, the concrete cloth shall be protected from, precipitation, mud, dirt, dust, puncture, or other damaging or deleterious conditions.
- 15.6.3 Upon delivery at the job site, the contractor shall ensure that the concrete cloth are handled and stored in accordance with the manufacturer's instructions as to prevent damage.
- 15.6.4 Deliver materials and products in a sealed factory labeled package to prevent moisture from the air or other sources from reaching the GCCM. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage, weather, excessive temperatures and construction operations.

15.7 Execution**15.7.1 Substrate Preparation**

1. Examine substrates and conditions where materials will be applied. Ensure surface is relatively flat to achieve optimum contact of the GCCM with soil surface unless it is the desire of the designer to create an energy dissipation structure with considerable roughness. Erosion features such as rills, gullies, etc. must be graded out of the surface before GCCM deployment. Apply the GCCM to geotechnically stable slope(s) or channel(s), otherwise, compact the surface (as required by the Engineering plans/specifications) before deploying GCCM. Make sure the GCCM makes direct contact with the surface to minimize soil bridging or potential soil migration under the GCCM. Do not proceed with installation until satisfactory conditions are established. Rocks or foreign objectives larger than 1 inch in diameter and any other material which could damage the GCCM or not allow the GCCM to be directly in contact with the surface shall be removed from the surface. Each day during placement of GCCM, the contractor and Construction Manager shall inspect the surface on which GCCM is to be placed and certify in writing that the surface is acceptable. Repairs to the subgrade shall be performed at no additional cost to the Owner. During placing when adhesive seaming of the overlaps are required, the subgrade shall be kept free of all standing water to allow the adhesive to cure per manufacturer's requirements unless the adhesive manufacturer lists application of the adhesive underwater as a recommended use.
2. Depending upon project sequencing and intended application, prepare subgrade in compliance with other specifications.
3. Cut trenches for initial anchor trenches, termination trenches and longitudinal anchor trenches (min 6 inches deep) as shown on the drawings.
4. Where appropriate or required, cut intermediate check slots at 30-40 ft. apart, perpendicular to channel flow direction (min. 3 inches wide and min. 6 inches in depth) depending on channel alignment. This is an acceptable alternative if approved by Engineer prior to installation.

15.7.2 Installation

1. Strictly comply with manufacturer's installation instructions/recommendations and drawings.
2. Each panel of the GCCM shall be rolled out and installed in accordance with the approved shop drawings prepared by the contractor or as depicted on the drawings. The layout shall be designed to keep field seams of the concrete cloth to a minimum and consistent with proper methods of manufacturer's installation requirements. The GCCM shall be free of tensile stresses, folds, and wrinkles.
3. GCCM rolls shall be placed using proper spreader and rolling bars so that the GCCM would not be stretched during deployment.
4. The contractor shall inspect each panel, after placement and prior to seaming, for damage and/or defects. Defective or damaged panels shall be replaced or repaired.

5. The contractor shall avoid dragging the GCCM sheets on rough soil subbase.
6. Personnel working on the GCCM shall not wear damaging shoes or involve themselves in any activity that may damage the GCCM.
7. Vehicular traffic across the GCCM shall not be allowed, except as specified herein. When the subgrade has been prepared and is stiff enough to carry vehicle traffic or a designed base is constructed to carry the vehicle traffic, vehicle traffic will be allowed. Otherwise vehicle traffic over the GCCM may very well deform into ruts that form in the subgrade.
8. All damaged areas and destructive sample locations shall be recorded and located on the as-built drawings.
9. The GCCM shall be kept free of debris, unnecessary tools and materials. In general, the GCCM area shall remain neat in appearance.
10. Should it be necessary to place equipment required to perform the installation on top of the GCCM, a scrap piece of the GCCM shall be placed under the equipment and between the equipment and the GCCM being installed in order to protect from possible damage.
11. No equipment shall be allowed to remain on top of the installed GCCM overnight. All equipment must be removed and stored away from the installed GCCM.
12. Care shall be taken during installation to avoid damage occurring to the GCCM as a result of the installation process. Should the GCCM be damaged during installation, a GCCM patch shall be placed over the damaged area extending a minimum of 6 inches in all directions beyond the damaged area and attach the GCCM in place according to the manufacturer's instructions.
13. Remove the protective plastic cover of each GCCM roll only when ready to deploy and install to prevent undue exposure to humidity, precipitation or other construction activities that would cause the GCCM to start to hydrate prior to completing the installation of the roll.
14. Install the approved anchoring devices as required at a minimum frequency of 0.25 per square yard. Wired to gabion baskets with minimum No. 9 wire. Secure all edges at 3 foot centers. Additional anchoring devices may be required depending on site conditions or alignment of the slope or channel. See drawings for required anchor systems and spacing.
15. When overlapping successive GCCM rolls or edge rolls, the rolls shall be overlapped upstream over downstream and/or upslope over downslope to allow for shingling and prevent water from striking exposed edges in the direction of water flow.
16. For channel applications, begin at the downstream end of the channel. Inspect trenches for position accuracy and depth and re-dig to required dimensions. If trenches have not yet been constructed, dig termination anchor trench, check slot trenches and longitudinal anchor trenches as illustrated in installation guidelines or as directed on the plans. Unroll and cut the GCCM to the desired length. Position and deploy the GCCM over the termination trench, see drawings for overlap directions – PVC side should always be facing down). Secure the GCCM within the termination trench and longitudinal trench with the appropriate anchor device when required. See drawing for placement and frequency.
17. Position the next panel with a 4 inch overlap from the previous panel installation. Continue deploying the GCCM upstream to the next check slot. Overlap a minimum of 4 inches the ends of rolls with the next roll(s) being deployed, or position in bottom of check slot and anchor. If significant water has accumulated within the anchor trench, remove excess water as directed by engineer or owner. Install anchoring devices and fasten screws as shown on drawings. Apply Mechanical Channel, Adhesive Caulk, fasten screws or Adhesive Tape (if required) concurrently during the overlap process of deploying the next GCCM over the previous GCCM installation panel. Always backfill intermediate check slots prior to deploying the next GCCM panel over the backfill check slot. Only install what can be fully installed and hydrated (including anchor devices) before the end of construction day to minimize any adverse effect on the installation and/or performance capabilities of the product.

15.7.3 Defects and Repairs

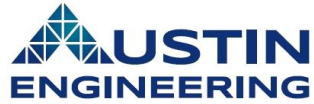
1. Repair or replace torn or damaged GCCM. Perform repairs in accordance with manufacturer's requirements. Remove and replace GCCM rolls which cannot be repaired. Repairs shall be performed at no additional cost to the Owner.

15.7.4 Visual Inspection and Evaluation

1. The GCCM, seams, and non-seam areas shall be visually inspected by the contractor and Construction Manager for defects, holes, or damage due to weather conditions or construction activities. A daily inspection report will note the area of inspection, time, date and who inspected the area, when the GCCM was installed and when it was fully hydrated (weather: temperature and precipitation events). At the Construction Manager's discretion, the surface of the GCCM shall be brushed, blown, or cleared by other methods by the Contractor if the amount of dust, mud, or foreign material inhibits inspection or functioning of the GCCM. Refer to the MSDS sheet for personal protective equipment recommendations when blowing dust off the surface of the GCCM. Inspection shall be completed prior to and after hydration.

15.7.5 Hydrate the Installed GCCM Either by Mist or Spray.

2. Hydration shall be completed in accordance with the manufacturer's requirements. Spray the fiber surface multiple times until the GCCM is fully saturated. The wet concrete cloth will first darken and then become lighter as it absorbs the water. Depending on the size and duration of the installation, you might want to hydrate in sections and not wait until the entire area is completed. Do not spray high pressure water directly onto the GCCM as this may wash a channel in the material. The GCCM can be hydrated using fresh water or salt water and will hydrate and set underwater. There is a working time of 1-2 hours after starting the hydration activity. Working time will be reduced in hot climates. If the GCCM is not fully saturated, setting may be delayed and strength reduced. If found to be under hydrated, re-wet immediately.
3. To determine whether the GCCM has been sufficiently hydrated simply press your thumb into the GCCM and release. If water is present in the depression in the GCCM, it has been sufficiently hydrated. If no water is observed then more water must be applied. The GCCM cannot be over hydrated and excess water is always recommended. Minimum water volume for the GCCM is 0.3 gals/sq.ft. Repeat hydration of the concrete cloth after 1 hour from the initial hydration if needed.
4. If the temperature is expected to fall below 32 degrees Fahrenheit within 8 hours following hydration, hydration shall not be allowed unless directed by Engineer. The Engineer must design a system to prevent water from freezing before it reacts with the cement and hardens. A combination of accelerators, plastic covers, heat blankets, warm water, and or heaters may be considered. Contact the manufacturer for advice in designing the proper cold weather protection scheme. It is also not recommended to install on frozen ground as the ground may move significantly when it thaws, creating voids underneath the set GCCM.
5. In some extremely sensitive ecological areas and/or if regulation governing the project require, it may be necessary to collect the excess hydration water and dispose of this water by some alternative method, rather than releasing the water at the project site.
6. At the owner's request, the contractor will provide an installation date two weeks prior to installation so that a manufacturer's representative can be on the site during the initial installation of the GCCM to provide guidance and technical assistance



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Saddle Lake Dam Spillway Upgrades Interim Environmental Management Plan



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March 2018



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1 PROJECT DESCRIPTION

The Regional District of Kootenay Boundary (RDKB) has decided to upgrade the existing Saddle Lake Dam structure, located near Grand Forks (Figure 1), with an outflow spillway. These upgrades will be part of the first phase of a project to rehabilitate and stabilize the dam over a period of years. The phases have been divided as follows, based on budgetary constraints and timing:

Phase 1 - Spillway Upgrades: Includes the addition of the free overflow spillway located on the left abutment discharging directly downstream of the existing dam.

Phase 2 - Stability Upgrades: This involves upgrades on the structure, including the installation of lock blocks on the top of the dam to tie the existing concrete face to the earthen section of the dam. It also includes the addition of filter fabric and additional fill on the downstream side to adjust the downstream toe angle to 1.5 to 1, and finally, the installation of riprap to protect the downstream surface.

Phase 3 - Low-Level Outlet Upgrades: Phase 3 of the Saddle Lake Dam upgrade will include addressing the low-level outlet. This phase will include the installation of a new outlet valve on the downstream side, cleaning of the low-level outlet pipe and an inspection. At this time, we are unclear the exact extent of the low-level outlet repairs required. These will be investigated further as part of the ongoing maintenance of the structure.

Planned construction timelines will extend from mid-July until the end of October 2018, in accordance with the regional fish window timing.

The main procedures involved with the spillway project will include:

1. Excavation along the southeast shore of the lake for the installation of a gravity fed spillway system with outlet downstream of the dam;
2. Dewatering of the headpond using a combination of a gravity-fed bypass system, pumps and discharge lines to a level just below the spillway invert. Water should remain in the head pond to protect the aquatic species;
3. Pouring and placement of concrete for the construction of a new spillway system; and
4. Earthworks to re-slope the dam and upgrade installation of gabion mats and riprap.

The above procedures each have potential to cause local adverse environmental effects. Site-specific measures are required to minimize impacts and ensure environmental protection. The following Environmental Management Plan (EMP) identifies environmental risks associated with the specific construction activities proposed for the Saddle Lake Dam Upgrade Project. This document describes planning measures to systematically, and effectively, manage potentially adverse environmental impacts during this project.

An EMP is a requirement of Fisheries and Oceans Canada and BC Ministry of Environment to ensure that best management practices are followed, roles and responsibilities of Contractors and their employees are met and understood, and protocols for timely emergency events are in place. The purpose of this document is to provide provincial, federal and municipal agencies with sufficient detail on proposed mitigative measures associated with construction.



Figure 1: Project location map

This document has been prepared as an interim plan for regulatory approval purposes. A final copy of the Environmental Monitoring Plan will be submitted by the selected contractor following tender of Phase 1 of the Saddle Lake Dam Upgrades project.

2 REGULATORY REQUIREMENTS AND OPERATIONAL GUIDELINES

This section provides summaries of federal and provincial environmental legislation, upon which protection and mitigation plans were developed for this project.

2.1 Federal legislation

Canada Fisheries Act provides broad prohibition from polluting waters with substances that are deleterious to fish and fish habitat, and of works that result in “harmful alteration, disruption or destruction” (HADD) of fish habitat unless authorized by the Minister of the Department of Fisheries and Oceans (DFO) in exchange for the compensation of similar habitat that avoids “no net loss” of productive habitat.

Species at Risk Act prevents Canadian indigenous species, subspecies, and distinct populations from becoming extirpated or extinct, provides for the recovery of endangered or threatened species, and encourages the management of other species to prevent them from becoming at risk.

Canada Migratory Birds Convention Act implements an internationally recognized Convention between Canada and the United States to protect various species of migratory game birds, migratory insectivorous birds, and migratory non-game birds including herons. The taking of nests or eggs of migratory game, insectivorous, or non-game birds is prohibited, except for permitted scientific or propagating purposes.

Canadian Environmental Protection Act addresses “cradle-to-grave” management of persistent toxic substances, and requires assessment of new substances prior to their introduction into Canada, placing the onus on manufacturers and importers of chemical compounds to prove their safety to human health and the environment.

Navigation Protection Act is an amendment to the *Navigable Waters Protection Act*. This Act regulates works that may result in permanent or temporary obstacles or navigational hazards in all navigable Canadian waters. The Act is administered by Transport Canada (TC).

Transportation of Dangerous Goods Act regulates the transport of all dangerous goods in Canada, whether by rail, road, air, and water, and establishes safety standards and documentation to be complied with such that all containers, packages, and means of transport are clearly marked with applicable prescribed safety marks. The Act also establishes requirements regarding emergency response assistance plans.

2.2 Provincial legislation

British Columbia Wildlife Act prohibits, except by regulation, the taking, injuring, molesting, or destroying of: (a) a bird or its egg; (b) the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron, or burrowing owl; (c) or the nest of any other bird species when the nest is occupied by a bird or its egg.

British Columbia Water Sustainability Act and Fish Protection Act provides for the management of surface water through the allocation of rights to divert, store or use water for any purpose, and provides a means to ensure access to an authorized source of water and to acquire land to protect water quality for domestic use. Establishes an approval mechanism to enable works “in and about a stream”, as well as short-term use of water to facilitate construction needs.

British Columbia Environmental Management Act establishes, among others, the Contaminated Sites Regulation, Hazardous Waste Regulation, and Spill Reporting Regulation and provides a permitting system to enable the authorized discharge of effluent to water, disposal of solid waste to land, and discharge of emissions to the atmosphere. This Act provides guidelines for the regulation of activities which introduce waste into the environment, store special waste, or treat or recycle special waste.

British Columbia Heritage Conservation Act protects all archaeological sites on provincial Crown or private land that predate AD 1846.

British Columbia Fire Services Act establishes the B.C. Fire Code Regulation and the B.C. Fire Code which sets out requirements for the siting, installation, and secondary containment for storage tanks containing flammable and combustible materials.

2.3 Best management practices

The documents outlined below provided guidance upon which mitigative measures were developed for construction activities within this project:

- Terms and Conditions for Construction and Maintenance of Licensed Works (2017)
- Land Development Guidelines for the Protection of Aquatic Habitat (Department of Fisheries and Oceans and Ministry of Environment, Lands and Parks, 1993);
- Control of Erosion and Shallow Slope Movement (MoT, 1997);
- Habitat Conservation and Protection Guidelines (DFO 1998);
- Forest Road Engineering Guidebook (Ministry of Forests, 2002);
- Standards and Best Practices for Instream Works (Ministry of Water, Land and Air Protection, March 2004); Ministry of Environment website: BMP's: Instream works: Bridges (2014)
- Best Management Practices Guide (Ministry of Water, Land and Air Protection, July 2004);
- Highway Maintenance Specifications for Highway Concessions (MoT, 2004);
- Best Management Practices for Highway Maintenance Activities- Final Draft (MoT, July 2004); and
- Standard Specifications for Highway Construction – Section 165 Protection of the Environment (MoT, 2004)

3 ENVIRONMENTAL COMMITMENTS

The project is located at the end of Saddle Lake, a 2-acre man-made reservoir located in the grasslands west of Grand Forks. The species that inhabit in and around the lake include ungulates, waterfowl, bats, amphibians and reptiles. As a main source of surface water for the area, the lake also provides habitats for black bear, white-tailed and mule deer, small mammals and resident and migratory birds.

3.1 Aquatic Environment

Aquatic habitat within the project footprint includes areas immediately surrounding Saddle Lake. Our research determined that there is no known abundance habitat of fish within Saddle Lake; the only

known significant fish habitat of Saddle Lake is the introduced species goldfish. This does not mean that there may not be any fish other than goldfish in the lake.

3.2 Terrestrial Environment

Potential amphibian, bird, and terrestrial wildlife habitat may exist within the footprint of the project. Disturbance to these habitats should be minimized when possible. The Environmental Monitor (EM) will discuss wildlife safety during employee orientation, prior to any individual working on site. Crew members will not disturb any wildlife dens and shall report any dens located to the EM. The EM will document any wildlife incidents which will be included in a monitoring report. A bird nest search should be conducted by a qualified professional prior to any vegetation clearing. Any amphibians found in the headpond during project dewatering will be captured and relocated to the remaining water body at the same time as fish.

3.3 Species at risk

Breeding species that are known to reside in and around Saddle Lake include Tiger Salamander (red-list, Conservation Framework (CF) priority 2), Western Painted Turtle (WPT) (blue-list, CF priority 2) and yellow-headed blackbird (yellow-list, CF priority 2).

The Tiger Salamander lay their eggs in water. The eggs and larvae require approximately 5 months, from mid-march through August, for metamorphosis. Some juveniles may spend up to 3 years in a wetland before metamorphosing. There have been some circumstances where some individuals remain permanently aquatic and mature with gills. These adults may inhabit wetlands throughout their lives. Most terrestrial habitat occurs within a band of approximately 1000 m around breeding wetlands.

Saddle Lake and adjacent wetlands host a healthy population of Western Painted Turtle (*Chrysemys picta bellii*; WPT). This species is the only native freshwater turtle species in British Columbia (BC) and occurs in two distinct populations- the Pacific Coast population and the Intermountain-Rocky Mountain population.

Partial dewatering of Saddle Lake will impact the overwintering and foraging habitats of Tiger Salamander and WPT. In order to complete the project, it is estimated that approximately 2 meters of water is required to be drained from the lake. Under the BC Wildlife Act, it is illegal to harm wildlife. As such, with guidance from the BC Government regional biologists and taxonomic experts, a plan was developed to mitigate impacts to species at risk. Recovery Plans for each of the species can be found at the following link

<http://www.env.gov.bc.ca/wld/recoveryplans/rcvry1.htm>

4 ENVIRONMENTAL RISK ASSESSMENT

Illustrated in Table 1 is a summary of environmental risks and mitigation measures associated with each construction activity. Detailed instructions for the implementation of the mitigation strategies are presented in the following sections of this document.

The site mobilization and preparation phase of the project present a moderate to low level of risk to the environment. Specific consideration should be made during the development of the staging area to mitigate the potential delivery of sediment and deleterious substances (e.g., fuel, oil) to the surrounding

habitat of the lake throughout the duration of the project. Vegetation clearing that will occur during this phase of the project also presents a risk to the terrestrial and aquatic habitat.

The key risks associated with general operations consist of the introduction of harmful substances into the aquatic and terrestrial environment. Proper refueling and waste disposal procedures must be followed to sustain environmental protection.

There is a moderate risk of erosion and sedimentation associated with the excavation activities required to install the new riprap and gabion mattresses.

The partial dewatering of the headpond presents a high to very high risk for water quality, fish, and species at risk (i.e., turtle / salamander). Strict adherence to the Water Management Plan (Section 8) will be required to control the generation of turbid water and limit risks of animal stranding associated with the activity.

The construction of the new spillway involving pouring small volumes of concrete in proximity of the lake and surrounding habitat is a high-risk activity to water quality and the aquatic habitat.

The risks associated with earthworks, and site reclamation activities mostly consist of erosion and sediment delivery in the aquatic environment. Special precaution should be taken during excavation as species at risk (e.g., turtles) may be present.

Table 1: Risk Assessment Summary Table

	Activities	Water Quality	Aquatic Environment	Species at Risk	Terrestrial Environment	Erosion & Sedimentation	Mitigative measures
1	Equipment mobilization and site preparation	Moderate	Low	Low	Moderate	Moderate	Leak free and clean equipment; ESC measures around staging area; Minimize riparian vegetation clearing
2	General operations	Moderate	Moderate	low	low	low	Emergency response plan; Follow BMP for refueling and maintenance of construction equipment; Waste disposal plan.
4	Headpond partial dewatering	High	High	High	Low	High	Fish, salamander and turtle salvage; Water Management Plan; Settling pond.
5	Spillway construction (concrete works)	High	High	Low	Low	Moderate	Isolate work site from surface water and groundwater; Environmental monitoring downstream of site (i.e., pH).
6	Earthworks	Moderate	Low	Low	Low	Moderate	ESC measures around area with exposed soil.
7	Site reclamation and demobilization	Moderate	Low	Low	Low	Moderate	Site cleanup; Site reclamation plan.

5 PERMITS AND APPROVALS

The work shall be undertaken in accordance with the following approvals or authorizations, where applicable:

- Fisheries Act Section 35(2) Authorization Agreement issued by Fisheries and Oceans Canada (DFO). An authorization will be issued to the Regional District of Kootenay Boundary for this project.
- Water Sustainability Act Section 11 Approval issued by Water Stewardship Division (FLNRO) with input from Fisheries and Oceans Canada and the Ministry of Forest, Lands and Natural Resource Operations. The project consists of an alteration of an existing dam and falls under the jurisdiction of the Dam Safety Regulation. As such, the present EMP and construction plan were submitted to form the basis of an Engineer's Order (Section 93 of the WSA). No additional Section 11 approval or notification is required for this project.
- B.C. Wildlife Act Nest Tree Removal Permit issued by the Ministry of the Environment (if raptor or heron nests are found in the Project area).
- Canada Migratory Birds Convention Act Approval issued by Environment Canada (if active migratory bird nests are found in the Project area).

6 AQUATIC ENVIRONMENT PROTECTION

6.1 Fish and Wildlife salvage

A fish and aquatic wildlife (i.e. Turtles and salamanders) salvage will be completed in the early stages of the project to relocate all fish from Saddle Lake stranded during partial dewatering and from the surrounding areas effected to the wetted area in the center of the lake.

To avoid relocating the Salamander and turtle habitat, egg and larvae will be captured, using nets and buckets by a salvage crew, and stored while the lake level is lowered to the appropriate level to complete the work. After lowering the level of the lake, the eggs and larvae will be put back into an isolated area of the lake which will contain an appropriate water level for the duration of the project. The area around the work site will be searched and metamorphized salamanders will be captured and relocated at the side of the reservoir, away from the construction activity. The area will be monitored and isolated to deter any adult salamanders or turtles away from the construction area.

No fish salvage is anticipated during the project, however should fish salvage be required, the stream fish salvage will be completed using a backpack electrofisher. Stop nets will be deployed upstream and downstream to keep fish from re-invading the salvaged sections. The nets will remain in place until completion of the project. A fisheries crew will conduct multiple electrofishing passes until no fish remain in the sections adjacent to the construction area. The captured fish will be placed in the remaining water at the center of Saddle Lake.

If required, the fisheries crew will work in close collaboration with the Contractor and RDKB staff to gradually lower water levels in the headpond down to a water depth suitable for salvage operations. Stop nets will be deployed to divide the pond into smaller units in which the seine will be deployed.

Multiple hauls will be conducted in each unit until the crew is satisfied that the majority of fish have been relocated to the remaining water in the center of the lake.

As per MFLNRO, introduced species including goldfish will be euthanized and discarded at the local landfill.

6.2 Water quality

Water quality protection will be achieved through the implementation of the Water Management Plan (Section 8), the Erosion and Sediment Control Plan (Section 9), and the Best Management Practices (BMPs) for instream work. The effectiveness of this plan will be measured through continuous water quality monitoring by the Environmental Monitor (EM) (Section 13).

7 TERRESTRIAL ENVIRONMENT PROTECTION

Prior to any site clearing and grubbing activities that may occur within the breeding bird season (approximately between April 1st and August 1st), a qualified person will conduct a breeding bird and nest survey to delineate the presence of nest sites, so that appropriate mitigation measures can be taken to avoid contravention of Section 34 of the B.C. Wildlife Act and/or Article V of the Canada Migratory Birds Convention Act.

Construction around identified raptor or heron nests must implement the (former) Ministry of Environment, Lands and Parks (MELP) Guidelines on Best Management Practices and Requirements for Land Developments.

If new raptor or heron nests are identified within or around the Project area, the EM will notify the Ministry of the Environment and the Canadian Wildlife Service prior to further construction.

The EM will inspect work areas and construction procedures for potential disturbances to wildlife resources caused by noise, and will recommend additional noise control mitigation measures as necessary. The contractor shall make an effort to minimize noise (i.e., frequency, duration and intensity) if the EM identifies bird/noise sensitivities.

Clearing will be kept to a minimum, extending only to the designated limits, and temporary work areas will be reclaimed and re-vegetated to provide wildlife habitat.

Areas to be cleared and grubbed will not exceed the areas needed to accommodate construction, laydown areas and surplus material disposal. If a surplus disposal area must be cleared, it will be no larger than required to accommodate the known surplus. If the quantity of surplus material is uncertain, clearing will be staged to avoid creating an unnecessarily large disposal site.

Best Management Practices will be utilized during construction to minimize the potential proliferation of non-native weed species. This will include, for example, ensuring that all proper equipment and machinery maintenance and inspection during construction of the Project (e.g., thorough cleaning by use of steam or other methods) prior to mobilization to the Project Site.

8 WATER MANAGEMENT PLAN

Turbid water is expected to be generated at various stages of the project that include headpond partial dewatering, surface runoff and groundwater seepages. The following plan details the strategy and equipment requirement to manage turbid water and ensure effective treatment before discharge in the environment.

8.1 Headpond Partial dewatering

Initial dewatering of the reservoir will occur via a slow drawdown period beginning mid-March 2018 through 2018 freshet to allow for gradual reservoir drawdown to an elevation of minimum 2.2 m below top of dam. Gradual drawdown will be completed using the siphon lines currently in place to control water levels during the freshet period. This slow drawdown will avoid the use of pumps and lessen the risks associated with turbidity created by rapid drawdown using pumps.

The partial dewatering of the headpond presents a high to very high level of environmental risk. A strict protocol will be implemented to ensure environmental protection until completion of this phase of the project. The objectives of the dewatering protocol will be; to ensure that water quality conditions downstream of the site remain within the parameters specified under federal or provincial regulation; and to mitigate wildlife mortalities. To achieve these two objectives, the contractor shall work in coordination with EM so that water levels are drawn down progressively, wildlife (fish, turtles, salamanders) are salvaged under safe conditions, and turbid water is treated prior to being released to the environment.

Dewatering sequence

The following list details the tasks and actions to be carried out sequentially to complete the headpond dewatering and achieve environmental objectives:

- 1) Contractor constructs sediment barriers, as specified, in the region immediately downstream of the dam;
- 2) RDKB Public Works staff lower the water levels in the lake to approximately 2.2 m depth using the current practice of siphoning over the dam. Water levels are maintained at this elevation. A staff gauge shall be installed at the headpond outlet to measure water depth precisely. Contractor staff shall monitor water depth at daily intervals to ensure that water levels remain constant;
- 3) Ensure fish and salamanders are not entrained in suction lines. Screens and or buoys will be attached to suction hose inlets to minimize sediment intake from the pond bottom;
- 4) RDKB Public Works staff will avoid use of the existing low level outlet valve;
- 5) Daily inspections are required, and standby pumps are to remain on site to be operated by the Contractor to maintain the water level following a rain event;
- 6) It is recommended that some pumping capacity remains on site in the event of an emergency or extreme weather event;
- 7) Biologist completes aquatic wildlife salvage (if required) and relocation to the center of the lake.

Equipment and materials: minimum of 2 pumps with a combined pumping capacity of 500 L/s equipped with 50 m outlet hose each and spill tray. Screens and buoys to maintain intakes near surface and avoid contact from the silt-laden bottom. Filter.

8.2 Surface runoff and groundwater seepages

The control of surface runoff and groundwater seepages will require the development of a number of collection ditches and sumps. The intercepted water will be allowed to infiltrate through ground or will be pumped to the settling pond.

The runoff and groundwater control system will include:

- A collection ditch and sump excavated on the downhill side of the staging area;
- A settling area will be established using silt fencing, plastic liners, T-bar posts and hay bales immediately below the dam to intercept any water emanating from the construction site. Note that a deep pool in the stream channel downstream of the dam may be used as a natural sump to negate the need for additional excavation.

Equipment and materials: geotextile; stucco wire, Steel T-bar posts; Plastic liner; hay bales; sandbags; pump with 100 m hose and spill tray.

9 EROSION AND SEDIMENT CONTROL PLAN

The following section presents Erosion and Sediment Control measures (ESC) for the Saddle Lake Dam Upgrade project. ESC measures should be implemented in parallel with the Water Management plan in order to maintain effective environmental protection throughout the duration of the project.

9.1 Site preparation and mobilization

The staging area for all construction equipment and material will be located at the south end of the lake on the open field (Figure 2). Challenges associated with this location may include saturated ground conditions within close proximity of the lake. To mitigate risks of deleterious substances generated in the staging area to become mobilized and enter the stream and/or pond, the contractor shall deploy a silt fence along the edge of the riparian area. A collection ditch shall be excavated on the downhill side of the staging area to intercept surface runoff and direct it into the settling area. The clearing of riparian vegetation shall remain as minimal as possible.

9.2 Spillway and Dam Construction

Upon completion of the partial dewatering, a silt fence will be installed across the creek channel downstream of the dam to capture any surface run-off emanating from the access road or disturbed areas associated with the new spillway installation (refer to Figure 3).

Access upgrades will likely require placement of gravel fill immediately downstream of the toe to provide an adequate running surface. Vegetation clearing along the existing dam should be as minimal as possible. In-filling across the stream channel is recommended to minimize disturbance to the streambed and a wing wall will be constructed on the downstream side of the dam with riprap to entrap new fill material; an end wall of continuous riprap should wrap around to enclose the fill material. Upon completion of construction activities, the gravel fill will be removed and riprap applied at the base of the downstream embankment.

In preparation for new spillway construction, a low-level cofferdam constructed of sandbags and plastic liner may be desirable to prevent the entry of potential surface run-off into the excavation below present grade. Alternatively, the same effect could be achieved by placing straw bales in a shallow trench that mimics the same footprint illustrated for the cofferdam.

9.3 Site reclamation

All exposed soils within the riparian area of the stream will be guarded with a silt fence to prevent surface erosion and entry of sediment to the downstream creek or lake; live-staking of disturbed riparian areas will be required in the spring of 2019 using a combination of willow and red osier dogwood cuttings.

Once the final grade is achieved, the top of the dam will be seeded and mulched with straw. Seed shall be applied in two intersecting directions and overlap adjoining seeded ground by 300 mm. All seeding will be applied at the manufacturer's suggested rates. After seeding, all areas will be mulched using straw bales that are broken and scattered over exposed soils to prevent the seed from washing away before germination (spring 2018). If straw is used it should be procured from a weed free source. Straw mulch should be applied no more than 2 inches (5 cm) deep on seeded sites and should cover at least 80% of the soil.

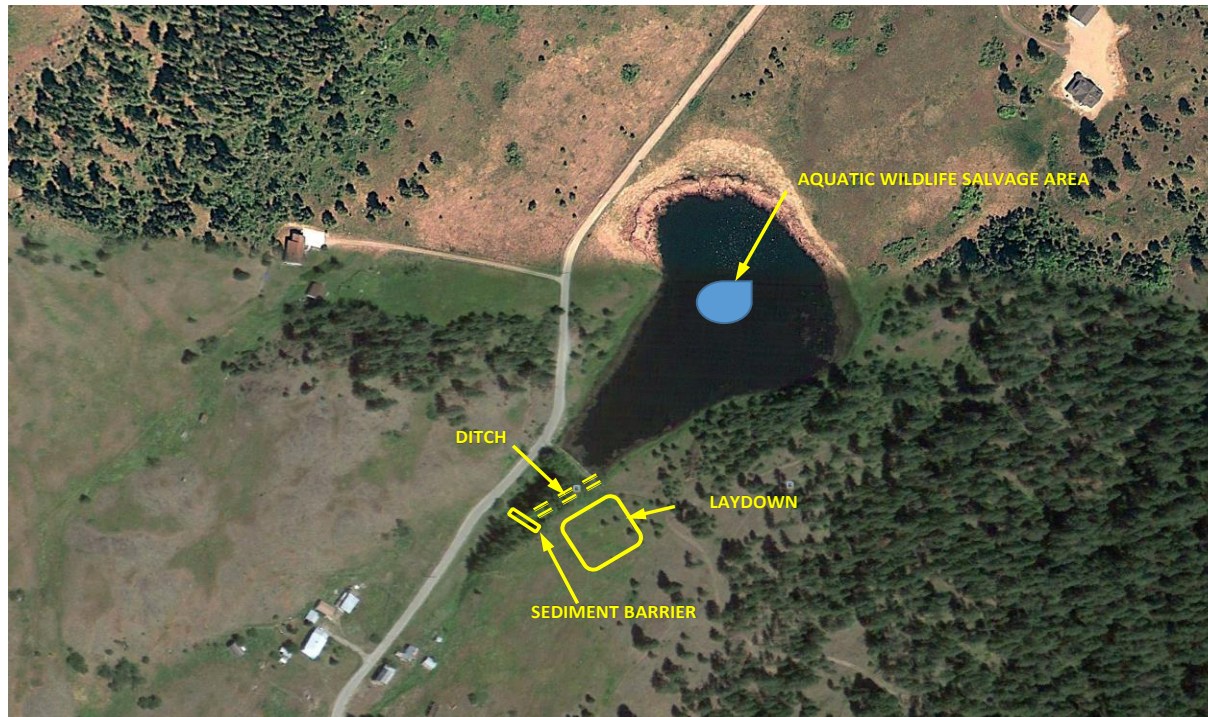


Figure 2: Sketch of mitigation measures at Saddle Lake Dam

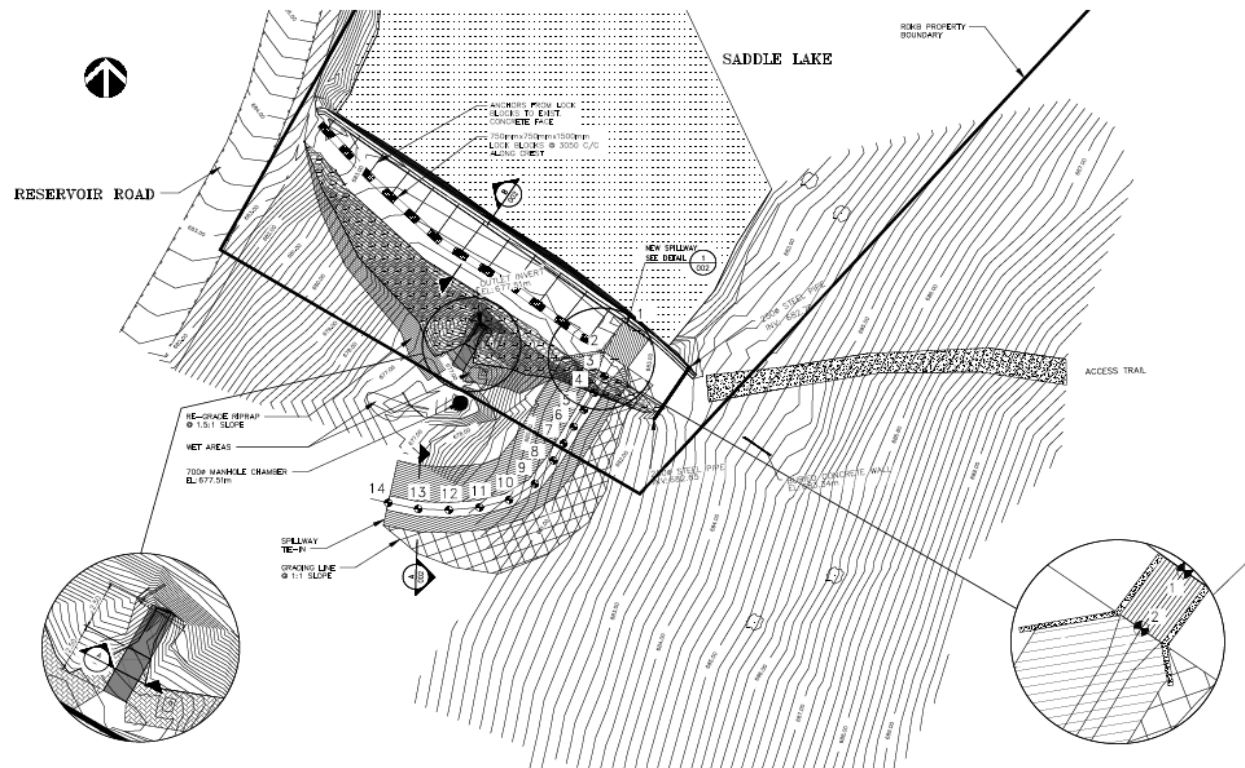


Figure 3: Sketch of mitigation measures at the Saddle Lake Dam.

10 WASTE MANAGEMENT PLAN

Hydrocarbon-based products such as gasoline, diesel, oils, hydraulic fluids and lubricants and other equipment products for maintenance like antifreeze, solvents, greases, and batteries are hazardous materials that may be encountered during work activities. Construction wastes such as garbage or other non-organic construction wastes associated with work will be disposed of offsite. No garbage such as food wrappings, bottles and cans, and sanitary waste disposal allowed onsite or into any waterbody. All potential wildlife attractants like food and/or food wastes shall be stored and/or removed from site on a daily basis. Any portable toilets provided by the contractor will be located at least 15 m from top of bank of any water body.

11 SPILL AND EMERGENCY RESPONSE PLAN

Fuel and lubricant handling will comply with MoT's Section 165 (Environmental Protection) of the Standard Specifications for Highway Construction (2004).

Containers of all fuels, oils, or other flammable and combustible products that are temporarily stored onsite each day must be placed within an impervious secondary containment dyke or equivalent double lined tank to be situated within the laydown area to prevent the possible contamination of soils. This area shall be clearly labeled and appropriately controlled in accordance with the Workplace Hazardous Material Information System (WHMIS) and the Transportation of Dangerous Goods Regulation.

The contractor shall construct and maintain an impervious dyked area surrounding for the temporary daily storage of all tanks, groups of storage tanks, barrels, and containers containing flammable and combustible materials in accordance with MoT's Section 165 (Environmental Protection) of the Standard Specifications for Highway Construction (2004). Specifically, fuel storage facilities will be located on flat or gently sloping ground and shall be dyked to contain at least 125% of the total capacity of the storage containers.

When refueling equipment, the contractor shall ensure that personnel are stationed at both the fuel source and at the equipment receiving the fuel and that effective communication protocol is followed to prevent the accidental release or overfilling of the equipment.

The contractor will conduct a daily visual inspection of all hazardous material equipment for signs of leakage. Daily visual inspections will include, among other things, ensuring that all personal protective equipment and other emergency response equipment is in place.

There shall be no bulk storage or dispensing of fuels, oils, or other flammable and combustible products within 30 m from a watercourse.

Maintenance operations shall be confined to specific areas such that spills can be contained and collected before contaminants reach ditches or fish-bearing watercourses.

The fueling, servicing or washing of machines or equipment within the wetted perimeter or riparian zone of watercourses is prohibited. Onsite fueling and lubrication of equipment shall also be conducted as far as possible from detention and sediment control facilities.

Construction personnel will be sufficiently trained in the use of spill prevention equipment.

In the event of an accidental spill, sorbing pads will be deployed to ground surfaces. In the event of accidental release of fuel or hydraulic oil to the stream, a coiled oil spill boom will be deployed immediately downstream of the spill area. Contaminated materials including sorbing pads, oil boom or soil will be placed in a sealed plastic drum following removal. Containment materials (plastic or steel drum) and spill equipment will be stored in a readily available area for immediate use and be of sufficient quantity to receive contaminants for later disposal at an acceptable location.

Equipment operators and labourers will be instructed as to emergency response procedures and assume full responsibility for containment in the event of an accidental spill. The EM, or equivalent, will provide direction and participate in the clean-up of contaminants, particularly where a spill to the aquatic environment occurs.

The following spill response measures will be followed in the event of an accident:

1. Ensure worker and public safety
2. Control the spill source
3. Secure the spill site and eliminate potential ignition sources
4. Contain the spill and prevent contaminant entry into water
5. Report the incident
6. Clean-up, store and dispose of contaminants
7. Monitor downstream impacts to aquatic resources

Depending upon the severity of the spill (i.e. > 100 L of flammable liquids or oils), the EM, or equivalent, will report the details of the incident to the Provincial Emergency Program of MOE in the interest of public safety. Following successful containment of the spill, all contaminants and contaminated materials will be disposed of in a manner consistent with MOE policy. Spill response measures, as well as all construction measures will comply with any environmental management system developed on behalf of the construction contractor.

As soon as it is safely possible to do so, the EM shall make the following calls or designate an employee to notify those regulatory agencies that, by law, must be advised of a spill.

Spills to land must be reported to the Provincial Emergency Program (PEP):

PEP- B.C. ENVIRONMENT 1 (800) 663-3456 (24 Hours)

Spills to watercourses involving hazardous materials which have the potential to enter any watercourse must be reported to the Environmental Protection Service of Environment Canada and to Fisheries and Oceans Canada (DFO).

EPS - ENVIRONMENT CANADA 1 (800) 663-3456 (24 Hours) and

DFO - FISHERIES AND OCEANS CANADA 1 (800) 889-8852 (24 Hours)

As information about a spill is passed through the notification process to various personnel and agencies, it must be clear, concise, accurate, and timely.

The minimum information that should be communicated in any report includes:

- Name and telephone number of caller
- Evacuation required
- Name and telephone number of person completing report
- Date and time of call
- Estimated quantity spilled
- Estimated time of spill/release
- Actions taken so far Location of spill/release
- Assistance required
- Type of material spilled/released

11.1 Emergency contact list

CONTRACTORS NAME

- Contact 1 – T.B.D.

RDKB:

- Goran Denkovski – Direct: 250-368-0227; Cell 250-231-0957; Main 250-368-9148

Regional Operations, Ministry of FLNRO – Dam Safety Officer: (D.S.O.)

- Kate Forbes – 250-354-6686

12 ROLES AND RESPONSABILITIES

12.1 Contractor

The contractor and its employees shall conduct all operations in such a way as to minimize the impact upon the natural environment and shall comply with all environmental requirements of all authorities having jurisdiction, including environmental legislation, regulations, permits, licenses, approvals, agreements, and rules applicable to the work.

The contractor shall provide, in accordance with the requirements of all authorities having jurisdiction and all applicable federal and provincial legislation and regulations and municipal or regional bylaws, all suitable equipment, facilities and precautions required to control the discharge of contaminants, and to prevent actions which may pollute or degrade the terrestrial and freshwater environments and all watercourses, tributaries, ditches, and storm drains discharging into freshwater watercourses or which may harm fish, wildlife, and their habitats.

The contractor shall suspend any activities or operations which are in contravention of any environmental legislation, regulation, municipal bylaw, or activities which are causing, or potentially causing, environmental damage. Relevant regulatory requirements pertinent to the work include, but are not limited to, the Federal and Provincial Statutes described in Section 2.0.

The contractor shall ensure that neither it nor any of its agents, employees, subcontractors shall do, omit, or permit any act or thing which contravenes the EMP or any applicable legislation, regulations,

guidelines, standards, bylaws, and codes of practice. Accordingly, the contractor shall undertake all reasonable actions to ensure that environmental protection measures are in place and working effectively throughout all areas affected by the project.

In the event of a discrepancy between any of the clauses of this EMP and the provisions of any applicable law, including any legislation, regulations, municipal bylaws, standards, guidelines, or codes of practice, the more stringent provisions resulting in the higher degree of environmental protection and safety shall prevail.

12.2 Environmental Monitor

The Environmental Monitor (EM) will operate within the following capacities:

Inspect and oversee the implementation of the EMP; evaluate and report on the compliance with the terms and conditions of environmental permits, approvals, and authorizations applicable to the work; prepare and deliver environmental awareness materials to contractor's staff; liaise with contractors representative(s), project management and engineering team on construction and design mitigation measures; and provide consistent, timely, and effective reporting of construction activities, problems encountered, and how they were managed. The EM shall be empowered with the authority to suspend any activities which are causing, or potentially causing, environmental damage.

The EM will be responsible for communicating and liaising with the contractor in regard to the implementation of the requirements contained in the EMP and the terms and conditions of all environmental permits and approvals.

The EM will attend regularly scheduled pre-construction, contract-initiation and construction meetings. This will enable the EM to determine schedule, duration, meeting and timing of milestone events, and the ability to advise the contractor on construction issues that may require changes or alterations to protect environmental resources.

The EM will prepare Weekly, and Monthly Environmental Monitoring reports throughout construction of the project, appropriate to the project schedule. Tailboard meetings will be required at the onset of each new phase of construction. Environmental Monitoring reports will identify environmental incidents, if any, of non-conformance with, terms and conditions of the EMP, or environmental permits, approvals, and authorizations and the corrective actions taken or to be taken, such as environmental mitigation or enhancement works undertaken. These reports will include the observations/issues, recommendations, conversation/ fax records, resolutions reached and signatures of the parties involved in the inspection activity, where necessary. These reports will also summarize major construction activities and water quality monitoring results. The Weekly Environmental Monitoring Report will be submitted to the contractor.

Following any environmental incident, the EM is responsible for preparing an Environmental Incident Report, within 24 hours of the incident occurring. The Environmental Incident Report will describe the nature of the incident, magnitude of potential impact, remedial action taken, and/or additional remedial efforts required. Copies of the Environmental Incident Report will be submitted to the contractor and applicable regulatory agencies having jurisdiction.

Should the EM determine that construction activities are contravening the EMP, or the terms and conditions of applicable environmental permits and approvals, and/or legislative and bylaw requirements, and are likely to result in significant negative environmental effects, then the EM is empowered to suspend all construction operations and the contractor shall comply with work stoppage until a remedy is established.

It will be the responsibility of the monitor to advise of scheduling delays that may affect the completion of construction activities within the designated instream window.

13 ENVIRONMENTAL MONITORING

13.1 Water Quality Monitoring

Water quality conditions will be monitored by the EM throughout the duration of the project and compared against the BC Approved Water Quality Guidelines for the protection of freshwater aquatic life.

Water quality variables measured to assess potential impacts from construction activities such as clearing, grading, excavation of overburden, and concrete placement will include:

- turbidity (NTU),
- pH,
- total suspended solids (TSS),
- dissolved oxygen,
- Conductivity and temperature

The EM shall establish a minimum of two monitoring stations where water quality parameters will be recorded for the entire duration of the project. For this project, we recommend that the monitoring stations be established as follows:

- **Site 1:** Control Site – Saddle Lake prior to construction phase to establish baseline conditions;
- **Site 2:** Test Site – immediately downstream of the dam to measure potential impact of construction activities;

Water quality parameters shall be recorded at each site on a daily basis. The monitoring frequency shall be increased during high risk activities (e.g., instream work, concrete work) or during extreme weather events.

In the event of an emergency that could adversely affect water quality, the monitor shall take water samples using accepted methods for analysis by a certified laboratory.

13.2 Turbidity

The maximum allowed changes to background turbidity levels from construction activities set out in the BC water quality guidelines are as follows (Caux *et al.*, 1997):

- Change from background of 8 NTU at any one time for a duration of 24 h in all waters during clear flows or in clear waters
- Change from background of 2 NTU at any one time for a duration of 30 d in all waters during clear flows or in clear waters
- Change from background of 5 NTU at any time when background is 8 - 50 NTU during high flows or in turbid waters
- Change from background of 10% when background is >50 NTU at any time during high flows or in turbid waters

In the event that turbidity at a test site exceeds one of the maximum allowed levels presented above, the EM shall halt construction work immediately. The sediment delivery source should be identified and corrective actions implemented prior to resuming work.

13.3 pH

The BC water quality guidelines for the conservation of aquatic life require that pH remains between 6.5 and 9.0 to avoid toxic effects to fish and aquatic insects. pH in the creek downstream of the construction site should be carefully monitored during construction activities involving the use of concrete. Should pH in the stream be affected beyond the maximum allowed level, the EM shall halt construction immediately and implement mitigation measures. CO₂ injection should be used in the case of a pH increase caused by an accidental concrete spill into the stream. Downstream pH monitoring will ensue during each cast-in-place concrete pour, particularly where CO₂ is deployed.

Material requirements: 20 lb bottle of CO₂ with diffuser.

13.4 Reporting

Weekly environmental monitoring reports will be prepared by the EM and submitted to the contractor in a form similar to that shown in Appendix 1. EM reports will be discussed during weekly construction meetings. A final report summarizing monitoring data and observations will be prepared upon project completion and submitted to MFLNRO representative.

14 CLOSURE

Austin Engineering trusts that the information provided in this plan is accurate and meets your current requirements. Should you have any questions, or require further information, please do not hesitate to contact us.

Sincerely,

AUSTIN ENGINEERING LTD.

Roger Austin, P.Eng.
Principal Engineer



Saddle Lake Dam Spillway Upgrade – EMP – RP

March 2018

APPENDIX 1: EM Report Template

Inspection Date:	
Environmental Monitor	
Weather Conditions	
Summary of Construction Activities	

1. Clearing and Access Construction

Inspection Item	Data Collected
1.1 Are construction areas clearly defined?	Y/N. If no identify location with waypoint
1.2 Is riparian boundary clearly defined?	Y/N. If no identify location with waypoint
1.3 Are staging and laydown areas clearly marked? Are they communicated in tailgate meetings?	Y/N Observe laydown areas and compare with those identified in site sketches. Review tailgate meetings to ensure these locations are being communicated.
1.4 Are speed limits posted	Y/N.
1.5 Is there adequate signage in place? -Active construction -Radio Control	Y/N.

2. Wildlife

Inspection Item	Data Collected
2.1 Is activity within bird window	Y/N If yes have measures been taken to mitigate impacts to nesting birds?
2.2 Have any dens been encountered since the den survey was completed	Y/N. If yes identify location with waypoint and indicate measures taken to protect den site. Waypoint #
2.3 Was any wildlife encountered during monitoring visit?	Y/N. If yes identify location with waypoint, a note number, species, and gender if known.



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Saddle Lake Dam Spillway Upgrade – EMP – RP

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2.4 Is contractor maintaining a record of wildlife sightings? How is this information being reported?	Y/N. Inspect contractor forms
2.5 Have there been any wildlife incidents since last visit?	Y/N. Clarify with site supervisor. If yes ensure incident was appropriately documented and make note of mitigations to prevent future incidents.
2.6 Describe storage of food wastes and other potential wildlife attractants	
2.7 Any pets on site?	Y/N
2.8 Any firearms present?	Y/N
3. Vegetation Management	
Inspection Item	Data Collected
3.1 Is there any evidence of stump removal or ground disturbance beyond defined construction area, road corridor or defined laydown areas?	Y/N If yes take photo and note location.
3.2 Is there any evidence of soil disturbance within the construction area?	Y/N. If yes take photo and note location.
3.3 Are low growing plants and shrubs being maintained where possible to control offsite runoff?	Y/N. If scalping and ground disturbance are excessive take photo and note location.
3.4 Is there any evidence of trees or slash entering Creek?	Y/N. If yes document with photo and identify location with waypoint.
3.5 Is skidding or removal of waste wood causing unreasonable levels of ground disturbance or scarring?	Y/N. If yes document with photo and identify location with waypoint.
3.6 Are slash piles located outside of the defined riparian area?	Y/N If yes document with photo and identify location with waypoint.
3.7 Is there any garbage or waste products in slash piles?	Y/N If yes document with photo and identify location with waypoint.
3.8 Is slash burning taking place?	Y/N If yes document with photo and identify location with waypoint.
3.9 If slash burning is taking place have necessary permits been obtained?	Y/N Inspect permit.
3.10 Are adequate fire suppression tools and water in place?	Y/N If yes document with photo.

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3.11 Is there still adequate snow cover to prevent the transport of noxious weeds?	Y/N If no then invasive plant program must be initiated.
3.12 Are noxious weeds present in the vicinity of the construction area?	Y/N If yes document with photo, identify location with waypoint, and flag for removal.

4. Fish Habitat Protection and Mitigation

Inspection Item	Data Collected
4.1 Any evidence of machinery fording creek?	Y/N If yes document with photo and note location.
4.2 Any evidence of excessive damage to stream banks?	Y/N. If yes take photo and note location. If damage to streambank is resulting in sediment release employ erosion control measures.
4.3 Is equipment working in proximity to the bank filled with biodegradable hydraulic fluid?	Y/N. If yes, inspect equipment to ensure appropriate stickers are in place?
4.4 Is there evidence of logs or construction materials being skidded across creeks or tributaries?	Y/N. If yes document with photo and identify location with waypoint.
4.5 Is there any evidence of diversion, alteration, or disruption of water flows in creeks?	Y/N. If yes document with photo and identify location with waypoint.
4.6 Is there any evidence of bark, slash, wood chips, sawdust, ashes, organic debris, topsoil, fuel and lubricants, or other substances harmful to aquatic life from entering creeks?	Y/N If yes document with photo and identify location with waypoint.
4.7 Is there any evidence of naturally occurring wood debris in creeks being disturbed?	Y/N If yes document with photo and identify location with waypoint.

5. Erosion Prevention and Sediment Control

Inspection Item	Data Collected
5.1 Is there evidence of soil stockpiles?	Y/N
5.2 If stockpiles are present are they located outside of the RMA and away from seeps or other drainages?	Y/N. If yes, collect waypoint and estimate area and height of each stockpile.
5.3 Is there any evidence of runoff from stockpiles?	Y/N. If yes, note the erosion and sediment control used and whether the mitigation is working.
5.4 Is there any evidence of erosion along roadway?	Y/N. If yes document with photo and identify location with waypoint.

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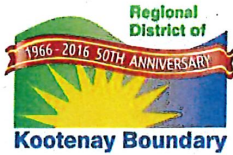
5.5 Is there any evidence of erosion within construction area?	Y/N. If yes document with photo and identify location with waypoint.
5.6 If erosion is occurring or has occurred is sediment entering or in danger of entering the creek or other surface water bodies?	Y/N If yes document with photo and identify location with waypoint. Identify mitigation used to prevent sediment from entering surface water bodies.
5.7 Have additional culverts or cross drains been installed?	Y/N If yes document with photo and identify location with waypoint.
5.8 Are cross drains installed properly with a block and inlet protection?	Y/N If yes document with photo and identify location with waypoint.
5.9 Are cross drains directed into upland areas with established vegetation?	Y/N If yes document with photo and identify location with waypoint.
5.10 Are groundwater seeps, surface water flow, and/or saturated soils visible?	Y/N
5.11 If seeps, surface water flow, and/or saturated soils visible have they been clearly identified?	Y/N If no document with photo and identify location with waypoint.
5.12 Are adequate controls in place to prevent site run off from entering surface waters?	Y/N Document with a photo and a waypoint and note the types of controls used.
5.13 Are adequate controls in place to prevent site run on from entering construction areas.	Y/N Document with a photo and a waypoint and note the types of controls used.
5.14 Other than hydrocarbons, are suspected contaminated materials present?	Y/N If yes document with photo, identify location with waypoint, and flag for removal. Photo # Waypoint # Types of contaminants
5.15 Is there evidence of visual staining or odours?	Y/N If yes document with photo, identify location with waypoint, and flag for removal. Photo # Waypoint # Types of contaminants

Saddle Lake Dam Spillway Upgrade – EMP – RP

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5.16 Is there any evidence of dumping or burning of garbage or other construction wastes?	Y/N If yes document with photo, identify location with waypoint, and flag for removal. Photo # Waypoint # Types of contaminants
5.17 Do Work areas have clearly identified waste management, food waste and recycling containers with lids? These include: <ul style="list-style-type: none"> Recycling containers for bottles and cans; and Recycling containers for plastics/paper/cardboard. 	Y/N If yes document with photo and identify location with waypoint.
5.18 Are all containers located at least 15 m from top of bank of any water-body	Y/N
5.19 Are garbage bins for food wastes which will be emptied at the end of each work day?	Y/N

APPENDIX 2: Permits and Authorizations



Grant-in-Aid Request

The personal information you provide on this RDKB document is being collected in accordance with the Freedom of Information and Protection of Privacy Act and will be used only for the purpose of processing RDKB business. This document may become public information. If you have any questions about the collection of your personal information, please contact Theresa Lenardon, Manager of Corporate Administration/Corporate Officer and Freedom of Information Protection of Privacy Officer at 250-368-9148 or foi@rdkb.com.

Please check all Electoral Area Boxes You Are Making Application To:

<input type="checkbox"/> Electoral Area 'A' Director Ali Grieve	<input checked="" type="checkbox"/> Electoral Area 'B/' Lower Columbia-Old Glory Director Linda Worley	<input type="checkbox"/> Electoral Area 'C/' Cristina Lake Director Grace McGregor	<input type="checkbox"/> Electoral Area 'D/' Rural Grand Forks Director Roly Russell	<input type="checkbox"/> Electoral Area 'E/' West Boundary Director Vicki Gee
---	--	--	--	---

Applicant:	* Oasis Recreation Society		
Address:	* 56 Hanna Drive, Trail B.C., V1R 4V7		
Phone:	* 250-368-8459	Fax:	
Representative:	* Steve Scaia Co-Chair		
Make Cheque Payable To:	* Oasis Rec		

*Starred items, including contact information, must be completed in full.

****GIA Requests of \$5,000.00 or more may require official receipt. The Electoral Area Director may ask for additional information.

What is the total Cost of the Project? \$ _____ What amount are you requesting from this RDKB Director(s)? \$ 1276.34

What is the Grant-in-Aid for? (attach an extra sheet if necessary)

Grand opening of the RDKB Area B sponcered Oasis Pickle Ball Court.

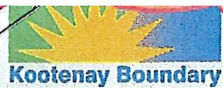
Please list all other organizations you have applied to for funding (attach an extra sheet if necessary)

Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____
Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____
Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____

Date: July 8, 2019 Applicant Signature: Steven Scaia Print Name: Steve Scaia

Office Use Only
Grant approved by Electoral Area Director: <u>Linda Worley</u>
Approved by Board: _____

SUBMIT



Grant-in-Aid Request

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Please check all Electoral Area Boxes You Are Making Application To:

<input type="checkbox"/> Electoral Area 'A' Director Ali Grieve	<input type="checkbox"/> Electoral Area 'B/' Lower Columbia-Old Glory Director Linda Worley	<input type="checkbox"/> Electoral Area 'C/' Christina Lake Director Grace McGregor	<input type="checkbox"/> Electoral Area 'D/' Rural Grand Forks Director Roly Russell	<input checked="" type="checkbox"/> Electoral Area 'E/' West Boundary Director Vicki Gee
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Applicant:	* Midway Public Library			
Address:	* 612 6th Ave Midway			
Phone:	* 250 448-2620	Fax:		E-Mail: * midwaypubliclibrary@gmail.com
Representative:	* Chris Condon - Director			
Make Cheque Payable To:	* Midway Public Library			

Starred items, including contact information, must be completed in full.

****GIA Requests of \$5,000.00 or more may require official receipt. The Electoral Area Director may ask for additional information.

What is the total Cost of the Project? \$ 4000 What amount are you requesting from this RDKB Director(s)? \$ 4000

What is the Grant-in-Aid for? (attach an extra sheet if necessary)

please see attached letter.
Free Member Grant for Area E rec.

Please list all other organizations you have applied to for funding (attach an extra sheet if necessary)

Name of Organization	Amount Requested: \$	Amount Secured: \$
Name of Organization	Amount Requested: \$	Amount Secured: \$
Name of Organization	Amount Requested: \$	Amount Secured: \$

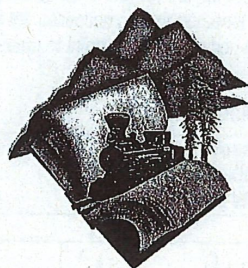
Date: July 11/20 Applicant Signature Chris Condon Print Name Chris Condon

Office Use Only

Grant approved by Electoral Area Director:

Approved by Board:

SUBMIT



Midway Public Library,
Box 268,
Midway, B.C., V0H 1M0

Phone: (250) 449-2620 Fax: (250) 449-2389
Email: midwaypubliclibrary@gmail.com
Website: <http://midway.bc.libraries.coop/>

Regional District of Kootenay Boundary Grant-in -Aid Request
April 1, 2019.

A Membership Support Program for Area "E" Residents
Midway Public Library in conjunction with the RDK Board and Vicki Gee

This is the proposed program plan for the use of the generous donation of memberships made available to Area "E" residents.

Membership will offered free of charge, for every Area "E" resident as long as the aid continues, regardless of when they sign up during the year, as long as the funding continues. This membership will include all services and programs offered to every patron of the Midway Public Library.

The Midway Public Library will ensure that the approved an ad and/or poster goes into the Greenwood/Midway School newsletter, BCSS School newsletter, WBES newsletter, Beaverdell Elementary School newsletter, Boundary Creek Times, Grand Forks Gazette, Kettle River Echo, Beaverdell Bugle, www.boundaryconnect.com, MPL web site, Facebook: Soapbox West Boundary, Facebook: Beaverdell Carmi Postits.

As the memberships are registered, the staff at the Library will track what part of Area "E" each person is from. We will then share this with the RDK at the end of the year.

The Library's hope is this will not only open a world of information and communication for the Area "E" residents, but it could open the possibility to a further conversation regarding aid in this area of literacy support for all Area "E" residence.

Respectfully submitted
Chris Condon, Midway Public Library Director



STAFF REPORT

Date: 10 Jul 2019

File ADMN Bylaws
Bylaws 1722 & 1723
Security Issuing-Grand Forks

To: Chair Russell and Members of the
RDKB Board of Directors

From: Theresa Lenardon, Manager of Corporate
Administration/Corporate Officer

Re: Security Issuing Bylaws 1722 & 1723 -
City of Grand Forks

Issue Introduction

A staff report from Theresa Lenardon, Manager of Corporate Administration/Corporate Officer regarding Security Issuing Bylaws 1722 and 1723 is presented.

History/Background Factors

The purpose of this report is to explain the RDKB's legislative responsibilities for preparing and managing Security Issuing Bylaws on behalf of RDKB member municipalities; in this case, the City of Grand Forks.

Municipal Financing Authority (MFA): Municipalities do not borrow long-term directly through the MFA, but rather request their regional district to borrow on their behalf. Regional districts use security issuing bylaws to access long-term debenture debt for themselves or for member municipalities (through the MFA). One of the MFA's principle functions is to undertake security issuing, which is the process of offering securities such as bonds, debentures, notes etc. to raise funds for long-term debt on behalf of all local governments.

Provincial Security Issuing Bylaw Requirements & Review Process: Member municipalities send requests for Security Issuing bylaws to the regional district. The Municipality must provide the regional district with: 1) their Loan Authorization (LA) Bylaw, 2) LA Bylaw Certificate of Approval from the Inspector of Municipalities, 3) Municipal LA Bylaw Liability Servicing Limit Certificate, 4) staff report to Council and 5) a certified Municipal Security Issuing Resolution (MSIR) all of which are required for the borrowing to be approved from the MFA. The MSIR must also include a request to the regional district to consent to the municipality's borrowing over a specified term. The MSIR forms part of the legal record for the MFA and is used to prepare the agreements and demand notes between the regional district the member municipality.

Page 1 of 3
Staff Report-Security Issuing-City of Grand Forks
RDKB Board of Directors July 25, 2019

RDKB staff ensure that the municipality has provided all the background information and drafts the Security Issuing Bylaw for approval by the Board of Directors. The draft bylaw is sent, along with the aforementioned documents to the MFA for a preliminary review and then it is presented to the Board for First Reading through to Adoption. After adoption, there is a 10-day quashing period. After the quashing period, the Regional District Corporate Officer must send a "Security Issuing Bylaw Application for Certificate of Approval" and the bylaw to the Ministry of Municipal Affairs and Housing (MAH) for bylaw approval by the Inspector. The Certificate of Approval certifies that the bylaw meets statutory procedural and other requirements and provides the MFA assurance that the bylaw cannot be challenged for failing to comply with legislation. Once the Certificate of Approval has been issued, MAH sends it and the security issuing bylaw to the MFA for funding in the next issue (Spring or Fall).

Request for Security Issuing Bylaws: The City of Grand Forks has requested the RDKB to prepare and adopt two security issuing bylaws for the West Side Emergency Water Supply for Fire Protection Project and construction of a multi-utility road, water and sewer capital works. The first request, via proposed RDKB Security Issuing Bylaw No. 1722 is for the RDKB to consent to the City's borrowing of \$425,000 from the MFA through Grand Forks LA Bylaw No. 1922, 2011 (Grand Forks Emergency Water Supply for Fire Protection) over a 25-year term. The second request, via proposed RDKB Security Issuing Bylaw No. 1723 is for the RDKB to consent to the City's borrowing of \$1,495,000 from the MFA through Grand Forks LA Bylaw No. 1923, 2011 (Grand Forks Renewal Loan Authorization for multi-utility projects) over a 25-year term.

A report titled *Request for Decision* from Grand Forks Chief Financial Officer, which is attached to this report provides additional information respecting the City's request.

Implications

Adoption of both Security Issuing Bylaws 1722 and 1723 by the RDKB Board of Directors is required in order for the City to receive funds from the MFA.

Should the RDKB not adopt the bylaws, the City may be restricted from borrowing the funds, which could delay or risk the projects from progressing.

Advancement of Strategic Planning Goals

Not applicable.

Background Information Provided

- Draft RDKB Security Issuing Bylaws 1722 and 1723
- City of Grand Forks Request for Decision staff report
- Municipal Security Issuing Resolutions (MSIR) for the LA Bylaws and to obtain RDKB consent to the City's borrowing from MFA
- City of Grand Forks Loan Authorization Bylaws 1922 and 1923
- City of Grand Forks Loan Authorization Bylaws 1922 and 1923 Certificates of Approval
- Loan Authorization Bylaw 1922 and 1923 Liability Servicing Limit Certificates

Alternatives

1. That RDKB Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019 be read a First, Second and Third Time and be Adopted.
2. That RDKB Security Issuing (Grand Forks Capital Renewal Multi-Utility Projects) Bylaw No. 1723, 2019 be read a First, Second and Third Time and be Adopted.
3. Receive the report and no action.

Recommendation(s)

That RDKB Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019 be read a First, Second and Third Time.

That RDKB Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019 be Reconsidered and Adopted.

That RDKB Security Issuing (Grand Forks Capital Renewal Multi-Utility Projects) Bylaw No. 1723, 2019 be read a First, Second and Third Time.

That RDKB Security Issuing (Grand Forks Capital Renewal Multi-Utility Projects) Bylaw No. 1723, 2019 be Reconsidered and Adopted.

Request for Decision



To: Regular Meeting
 From: Chief Financial Officer
 Date: July 15, 2019
 Subject: Long Term Borrowing for the Fall 2019 MFA Issue - Loan Authorization Bylaws No. 1922 and 1923
 Recommendation: **RESOLUTION NO. 1**

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$425,000 as authorized through the “City of Grand Forks Emergency Water Supply for Fire Protection Loan Authorization Bylaw No 1922, 2011” and that the Regional District of Kootenay Boundary be requested to consent to the City’s borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

RESOLUTION NO. 2

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$1,495,000 as authorized through the “City of Grand Forks Capital Renewal Loan Authorization Bylaw No 1923, 2011” and that the Regional District of Kootenay Boundary be requested to consent to the City’s borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

Background

The City has two approved loan authorization bylaws which were adopted in 2012 in order to fund the West Side emergency water supply for fire protection project and the construction of multi-utility road, water and sewer capital works. Temporary borrowing bylaws were adopted in September 2014 to fund these projects until completion. As the promissory notes securing the temporary borrowing mature at the end of September, this interim financing needs to be converted to long term debt through the Municipal Finance Authority’s Fall Issue.

The City must advise the Regional District of Kootenay Boundary of its intent to borrow long-term through a Municipal Security Issuing Resolution and request the Regional District's consent to undertake the financing. In order to meet the MFA fall issue deadline of August 9th, the resolutions for approval here are required for RDKB Board approval on July 25th.

There is currently \$381,590 outstanding on the West Side fire protection temporary loan, with an additional approximately \$43,500 of funding required in 2019, for a total long-term borrowing amount of \$425,000. The long-term borrowing request for the multi-utility capital project is \$1,495,000, which includes the loan balance of \$1,463,231 plus \$31,769 to complete the 22nd Street project.

The current 10 year loan rate with the Municipal Finance Authority is 2.44%, with estimated annual interest and principal payments of \$22,027 and \$77,483 over the twenty-five year term.

Benefits or Impacts

General

A security issuing resolution of Council is required for the Regional District of Kootenay Boundary's July 25th meeting in order to proceed with the long-term debt funding process for the emergency water supply for fire protection and multi-utility capital projects.

Strategic Impact



Fiscal Responsibility

- The estimated annual loan payments total \$99,510 with a repayment term of 25 years. Repayment of these loans has been included in the 2019-2023 Five Year Financial Plan.

Policy/Legislation

Community Charter Section 179

Attachments

City of Grand Forks Emergency Water for Fire Protection Loan Authorization Bylaw No 1922, 2011 and Temporary Borrowing Bylaw No. 1950, 2014.

City of Grand Forks Capital Renewal Loan Authorization Bylaw No. 1923, 2012 and Temporary Borrowing Bylaw No. 1998, 2014.

Recommendation

RESOLUTION NO. 1

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$425,000 as authorized through the “City of Grand Forks Emergency Water Supply for Fire Protection Loan Authorization Bylaw No 1922, 2011” and that the Regional District of Kootenay Boundary be requested to consent to the City’s borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

RESOLUTION NO. 2

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$1,495,000 as authorized through the “City of Grand Forks Capital Renewal Loan Authorization Bylaw No 1923, 2011” and that the Regional District of Kootenay Boundary be requested to consent to the City’s borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

Options

1. THAT Council accepts the report.
2. THAT Council does not accept the report.
3. THAT Council refers the matter back to staff for further information.

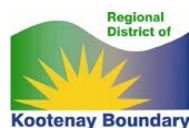
Report Approval Details

Document Title:	Long Term Borrowing Fall Issue - Bylaw 1922 and 1923.docx
Attachments:	- Bylaws 1922 and 1950 - Emergency Water Supply.pdf - Bylaws 1923 and 1998 - Capital Renewal.pdf
Final Approval Date:	Jul 4, 2019

This report and all of its attachments were approved and signed as outlined below:

No Signature - Task assigned to Diane Heinrich was completed by assistant Daniel Drexler

Diane Heinrich - Jul 4, 2019 - 6:28 PM

**Bylaw No. 1722**

A bylaw to authorize the entering into of an Agreement respecting financing between the
Regional District of Kootenay Boundary and
the Municipal Finance Authority of British Columbia

WHEREAS the Municipal Finance Authority of British Columbia (the "Authority") may provide financing of capital requirements for Regional Districts or for their member municipalities by the issuance of debentures or other evidence of indebtedness of the Authority and lending the proceeds therefrom to the Regional District on whose request the financing is undertaken;

AND WHEREAS the Corporation of the City of Grand Forks is a member municipality of the Regional District of Kootenay Boundary (the "Regional District");

AND WHEREAS the Regional District is to finance from time to time on behalf of and at the sole cost of the member municipality, under the provisions of Sections 410 and 411 of the *Local Government Act*, the works to be financed pursuant to the following loan authorization bylaw:

<u>L/A Bylaw Number</u>	<u>Purpose</u>	<u>Amount of Borrowing Authorized</u>	<u>Amount Already Borrowed</u>	<u>Borrowing Authority Remaining</u>	<u>Term of Issue</u>	<u>Amount of Issue</u>
1922	Emergency Water Supply for Fire Protection	\$ 1,300,000	\$ 0	\$ 1,300,000	25	\$ 425,000
		<u>\$1,300,000</u>	<u>\$ 0</u>	<u>\$1,300,000</u>		<u>\$425,000</u>

Total financing under Section 411: \$425,000

Grand Total: \$425,000

AND WHEREAS the Regional Board, by this bylaw, hereby requests such financing shall be undertaken through the Authority:

NOW THEREFORE the Regional Board of the Regional District of Kootenay Boundary in open meeting assembled enacts as follows:

1. The Regional Board hereby consents to financing the debt of the Corporation of the City of Grand Forks in the amount of Four Hundred Twenty-Five Thousand Dollars (\$425,000) in accordance with the following terms. (Total of debt for the City of Grand Forks that is to be financed under this Security Issuing Bylaw: \$425,000).

2. The Authority is hereby requested and authorized to finance from time to time the aforesaid undertakings at the sole cost and on behalf of the Corporation of the City of Grand Forks up to, but not exceeding Four Hundred Twenty-Five Thousand Dollars (\$425,000) in lawful money of Canada (provided that the Regional District may borrow all or part of such amount in such currency as the Trustees of the Authority shall determine but the aggregate amount in lawful money of Canada and in Canadian dollar equivalents so borrowed shall not exceed \$425,000 (in Canadian Dollars) at such interest and with such discounts or premiums and expenses as the Authority may deem appropriate in consideration of the market and economic conditions pertaining.
3. Upon completion by the Authority of financing undertaken pursuant hereto, the Chair and Officer assigned the responsibility of financial administration of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements, which said agreement or agreements shall be substantially in the form annexed hereto as Schedule "A" and made part of this bylaw (such Agreement or Agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
4. The Agreement in the form of Schedule "A" shall be dated and payable in the principal amount or amounts of monies and in Canadian dollars or as the Authority shall determine and subject to the *Local Government Act*, in such currency or currencies as shall be borrowed by the Authority under Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
5. The obligation incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority, and shall bear interest at a rate to be determined by the Treasurer of the Authority.
6. The Agreement shall be sealed with the seal of the Regional District and shall bear the signature of the Chair and the Officer assigned the responsibility of financial administration of the Regional District.
7. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria, BC and at such time or times as shall be determined by the Treasurer of the Authority.
8. During the currency of the obligations incurred under the said Agreement to secure borrowings in respect of The City of Grand Forks Loan Authorization Bylaw No. 1922 there shall be requisitioned annually an amount sufficient to meet the annual payment of interest and the repayment of principal.
9. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided, however, that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, any deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional Board of the Regional District shall make due provision to discharge such liability.

10. The Regional District shall pay over to the Authority at such time or times as the Treasurer of the Authority so directs such sums as are required pursuant to section 15 of the *Municipal Finance Authority Act* to be paid into the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.

Citation

11. This bylaw may be cited as "Regional District of Kootenay Boundary Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019".

Read a First and Second time the 25th day of July, 2019.

Read a Third time the 25th day of July, 2019.

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer of the Regional District of Kootenay Boundary, hereby certify the foregoing to be a true and correct copy of Bylaw No. 1722 cited as "Regional District of Kootenay Boundary Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019" as read a third time the 25th day of July, 2019.

Manager of Corporate Administration/Corporate Officer

RECONSIDERED AND ADOPTED the 25th day of July, 2019.

Chair

Manager of Corporate Administration/Corporate Officer

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer of the Regional District of Kootenay Boundary, hereby certify the foregoing to be a true and correct copy of Bylaw No. 1722 cited as "Regional District of Kootenay Boundary Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019" as reconsidered and adopted the 25th day of July, 2019.

Certified a true copy of Bylaw No. 1722, 2019 as adopted.

Manager of Corporate Administration/Corporate Officer

SCHEDULE "A" to Bylaw No. 1722

C A N A D A

PROVINCE OF BRITISH COLUMBIA

A G R E E M E N T

Regional District of Kootenay Boundary

The Regional District of Kootenay Boundary (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia at its Head Office in Victoria, British Columbia, (the "Authority") the sum of Four Hundred Twenty Five Thousand Dollars (\$425,000) in lawful money of Canada, together with interest calculated semi-annually in each and every year during the currency of this Agreement; and payments shall be as specified in the table appearing on the reverse hereof commencing on the ____ day of _____, provided that in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority further sums as are sufficient to discharge the obligations of the Regional District to the Authority.

DATED at _____, British Columbia, this _____ day of _____,

IN TESTIMONY WHEREOF and under the authority of Bylaw No. 1722 cited as "Regional District of Kootenay Boundary Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019"

This Agreement is sealed with the Corporate Seal of the Regional District of Kootenay Boundary and signed by the Chair and the officer assigned the responsibility of financial administration thereof.

Chair

General Manager - Finance

Pursuant to the *Local Government Act*, I certify that this Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any Court of the Province of British Columbia.

Dated _____ (month, day) 20____

Inspector of Municipalities

(Reverse Side)

PRINCIPAL AND/ OR SINKING FUND DEPOSIT AND INTEREST PAYMENTS

<u>Date of Payment</u>	Principal and/or Sinking Fund Deposit	<u>Interest</u>	<u>Total</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____



Settle down.

CERTIFIED RESOLUTION

Resolution #: R244/19/07/15

MOVED / SECONDED

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$425,000 as authorized through the "City of Grand Forks Emergency Water Supply for Fire Protection Loan Authorization Bylaw No 1922, 2011" and that the Regional District of Kootenay Boundary be requested to consent to the City's borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

Carried.

I hereby certify the foregoing to be a true and
correct copy of a resolutions passed by the
Municipal Council of the
City of Grand Forks
on the 15th day of July, 2019

A handwritten signature in black ink, appearing to be "D. D. D.", written over a horizontal line.

Corporate Officer of the Municipal
Council of the City of Grand Forks

**CITY OF GRAND FORKS
BYLAW NO. 1922**

A Bylaw to Authorize the Borrowing of Up to \$1.3 Million for Emergency Water Supply for Fire Protection in accordance with the *Community Charter*.

WHEREAS it is deemed desirable and expedient to address the Emergency Water Supply for Fire Protection to meet the requirements of the insurance industry whose underwriters insure properties of Grand Forks residents;

AND WHEREAS the estimated cost for the planning, study, design and construction of fire flow requirements (additional well, stand-by pumps and pipe) is the sum of one million and three hundred thousand dollars (\$1,300,000);

AND WHEREAS the term of the debt that may be authorized by this bylaw is twenty five (25) years;

AND WHEREAS the total debt to be created by this bylaw is not exceeding the sum of one million and three hundred thousand dollars (\$1,300,000);

AND WHEREAS the approval of the Inspector of Municipalities has been obtained prior to adoption, in accordance with the *Community Charter*;

AND WHEREAS Council has provided for a referendum process in relation to the proposed Loan Authorization Bylaw;

NOW THEREFORE Council of the Corporation of the City of Grand Forks, in open meeting assembled, enacts as follows:

1. Council of the City of Grand Forks is hereby authorized to:
 - a) Borrow upon the credit of the City a sum not exceeding one million and three hundred thousand (\$1,300,000) for the purpose of undertaking and carrying out, or causing to be carried out, the planning, study, design and construction of works for the provision of the facilities and equipment relating to the fire flow requirements (additional well, standby pumps and pipe); and,
 - b) Acquire all real property, easements, rights-of-way, leases, licenses, rights or authorities as may be requisite, or desirable for, or in connection with the construction of the fire flow requirements (additional well, standby pumps and pipe).
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is twenty five (25) years.

3. This bylaw shall take effect on the date of its adoption by Council.
4. This bylaw may be cited for all purposes as the "City of Grand Forks Emergency Water Supply For Fire Protection Loan Authorization Bylaw No 1922, 2011."

READ A FIRST TIME THIS 18TH DAY OF JULY, 2011

READ A SECOND TIME THIS 18TH DAY OF JULY, 2011

READ A THIRD TIME THIS 18TH DAY OF JULY, 2011

Certified a true copy of Bylaw No. 1922 as at third reading.

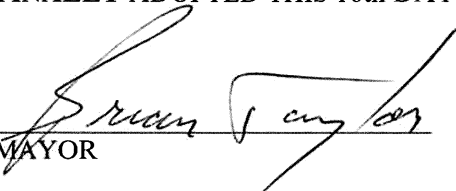


Corporate Officer

APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS 6TH DAY OF SEPT, 2011

RECEIVED THE ASSENT OF THE ELECTORS AT A REFERENDUM HELD NOVEMBER 19, 2011.

FINALLY ADOPTED THIS 16th DAY OF April, 2012



MAYOR



CORPORATE OFFICER

FILED with the Inspector of Municipalities this 22 day of May, 2012.

CERTIFIED CORRECT

I hereby certify the foregoing to be a true copy of Bylaw No. 1922 as adopted by the Municipal Council of the City of Grand Forks on the 16th day of April, 2012



Corporate Officer of the Municipal Council of the
City of Grand Forks

No. 16841

Certificate of Approval

Under the authority of the *Local Government Act*, I certify that Bylaw No. 1922, cited as the "City of Grand Forks Emergency Water Supply For Fire Protection Loan Authorization Bylaw No. 1922, 2011" of the City of Grand Forks has been lawfully and validly made and enacted, and that its validity is not open to question on any ground in any court of British Columbia.

Dated this 6th *day*
of June , 2012

Deputy Inspector of Municipalities of British Columbia



STAFF REPORT

Date: 10 Jul 2019

File ADMN Bylaws
Bylaws 1722 & 1723
Security Issuing-Grand Forks

To: Chair Russell and Members of the
RDKB Board of Directors

From: Theresa Lenardon, Manager of Corporate
Administration/Corporate Officer

Re: Security Issuing Bylaws 1722 & 1723 -
City of Grand Forks

Issue Introduction

A staff report from Theresa Lenardon, Manager of Corporate Administration/Corporate Officer regarding Security Issuing Bylaws 1722 and 1723 is presented.

History/Background Factors

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Provincial Security Issuing Bylaw Requirements & Review Process: Member municipalities send requests for Security Issuing bylaws to the regional district. The Municipality must provide the regional district with: 1) their Loan Authorization (LA) Bylaw, 2) LA Bylaw Certificate of Approval from the Inspector of Municipalities, 3) Municipal LA Bylaw Liability Servicing Limit Certificate, 4) staff report to Council and 5) a certified Municipal Security Issuing Resolution (MSIR) all of which are required for the borrowing to be approved from the MFA. The MSIR must also include a request to the regional district to consent to the municipality's borrowing over a specified term. The MSIR forms part of the legal record for the MFA and is used to prepare the agreements and demand notes between the regional district the member municipality.

Page 1 of 3
Staff Report-Security Issuing-City of Grand Forks
RDKB Board of Directors July 25, 2019

RDKB staff ensure that the municipality has provided all the background information and drafts the Security Issuing Bylaw for approval by the Board of Directors. The draft bylaw is sent, along with the aforementioned documents to the MFA for a preliminary review and then it is presented to the Board for First Reading through to Adoption. After adoption, there is a 10-day quashing period. After the quashing period, the Regional District Corporate Officer must send a "Security Issuing Bylaw Application for Certificate of Approval" and the bylaw to the Ministry of Municipal Affairs and Housing (MAH) for bylaw approval by the Inspector. The Certificate of Approval certifies that the bylaw meets statutory procedural and other requirements and provides the MFA assurance that the bylaw cannot be challenged for failing to comply with legislation. Once the Certificate of Approval has been issued, MAH sends it and the security issuing bylaw to the MFA for funding in the next issue (Spring or Fall).

Request for Security Issuing Bylaws: The City of Grand Forks has requested the RDKB to prepare and adopt two security issuing bylaws for the West Side Emergency Water Supply for Fire Protection Project and construction of a multi-utility road, water and sewer capital works. The first request, via proposed RDKB Security Issuing Bylaw No. 1722 is for the RDKB to consent to the City's borrowing of \$425,000 from the MFA through Grand Forks LA Bylaw No. 1922, 2011 (Grand Forks Emergency Water Supply for Fire Protection) over a 25-year term. The second request, via proposed RDKB Security Issuing Bylaw No. 1723 is for the RDKB to consent to the City's borrowing of \$1,495,000 from the MFA through Grand Forks LA Bylaw No. 1923, 2011 (Grand Forks Renewal Loan Authorization for multi-utility projects) over a 25-year term.

A report titled *Request for Decision* from Grand Forks Chief Financial Officer, which is attached to this report provides additional information respecting the City's request.

Implications

Adoption of both Security Issuing Bylaws 1722 and 1723 by the RDKB Board of Directors is required in order for the City to receive funds from the MFA.

Should the RDKB not adopt the bylaws, the City may be restricted from borrowing the funds, which could delay or risk the projects from progressing.

Advancement of Strategic Planning Goals

Not applicable.

Background Information Provided

- Draft RDKB Security Issuing Bylaws 1722 and 1723
- City of Grand Forks Request for Decision staff report
- Municipal Security Issuing Resolutions (MSIR) for the LA Bylaws and to obtain RDKB consent to the City's borrowing from MFA
- City of Grand Forks Loan Authorization Bylaws 1922 and 1923
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- Loan Authorization Bylaw 1922 and 1923 Liability Servicing Limit Certificates

Alternatives

1. That RDKB Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019 be read a First, Second and Third Time and be Adopted.
2. That RDKB Security Issuing (Grand Forks Capital Renewal Multi-Utility Projects) Bylaw No. 1723, 2019 be read a First, Second and Third Time and be Adopted.
3. Receive the report and no action.

Recommendation(s)

That RDKB Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019 be read a First, Second and Third Time.

That RDKB Security Issuing (Grand Forks Emergency Water Supply for Fire Protection) Bylaw No. 1722, 2019 be Reconsidered and Adopted.

That RDKB Security Issuing (Grand Forks Capital Renewal Multi-Utility Projects) Bylaw No. 1723, 2019 be read a First, Second and Third Time.

That RDKB Security Issuing (Grand Forks Capital Renewal Multi-Utility Projects) Bylaw No. 1723, 2019 be Reconsidered and Adopted.

Request for Decision



To: Regular Meeting
 From: Chief Financial Officer
 Date: July 15, 2019
 Subject: Long Term Borrowing for the Fall 2019 MFA Issue - Loan Authorization Bylaws No. 1922 and 1923
 Recommendation: **RESOLUTION NO. 1**

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$425,000 as authorized through the “City of Grand Forks Emergency Water Supply for Fire Protection Loan Authorization Bylaw No 1922, 2011” and that the Regional District of Kootenay Boundary be requested to consent to the City’s borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

RESOLUTION NO. 2

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$1,495,000 as authorized through the “City of Grand Forks Capital Renewal Loan Authorization Bylaw No 1923, 2011” and that the Regional District of Kootenay Boundary be requested to consent to the City’s borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

Background

The City has two approved loan authorization bylaws which were adopted in 2012 in order to fund the West Side emergency water supply for fire protection project and the construction of multi-utility road, water and sewer capital works. Temporary borrowing bylaws were adopted in September 2014 to fund these projects until completion. As the promissory notes securing the temporary borrowing mature at the end of September, this interim financing needs to be converted to long term debt through the Municipal Finance Authority’s Fall Issue.

The City must advise the Regional District of Kootenay Boundary of its intent to borrow long-term through a Municipal Security Issuing Resolution and request the Regional District's consent to undertake the financing. In order to meet the MFA fall issue deadline of August 9th, the resolutions for approval here are required for RDKB Board approval on July 25th.

There is currently \$381,590 outstanding on the West Side fire protection temporary loan, with an additional approximately \$43,500 of funding required in 2019, for a total long-term borrowing amount of \$425,000. The long-term borrowing request for the multi-utility capital project is \$1,495,000, which includes the loan balance of \$1,463,231 plus \$31,769 to complete the 22nd Street project.

The current 10 year loan rate with the Municipal Finance Authority is 2.44%, with estimated annual interest and principal payments of \$22,027 and \$77,483 over the twenty-five year term.

Benefits or Impacts

General

A security issuing resolution of Council is required for the Regional District of Kootenay Boundary's July 25th meeting in order to proceed with the long-term debt funding process for the emergency water supply for fire protection and multi-utility capital projects.

Strategic Impact



Fiscal Responsibility

- The estimated annual loan payments total \$99,510 with a repayment term of 25 years. Repayment of these loans has been included in the 2019-2023 Five Year Financial Plan.

Policy/Legislation

Community Charter Section 179

Attachments

City of Grand Forks Emergency Water for Fire Protection Loan Authorization Bylaw No 1922, 2011 and Temporary Borrowing Bylaw No. 1950, 2014.

City of Grand Forks Capital Renewal Loan Authorization Bylaw No. 1923, 2012 and Temporary Borrowing Bylaw No. 1998, 2014.

Recommendation

RESOLUTION NO. 1

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$425,000 as authorized through the “City of Grand Forks Emergency Water Supply for Fire Protection Loan Authorization Bylaw No 1922, 2011” and that the Regional District of Kootenay Boundary be requested to consent to the City’s borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

RESOLUTION NO. 2

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$1,495,000 as authorized through the “City of Grand Forks Capital Renewal Loan Authorization Bylaw No 1923, 2011” and that the Regional District of Kootenay Boundary be requested to consent to the City’s borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

Options

1. THAT Council accepts the report.
2. THAT Council does not accept the report.
3. THAT Council refers the matter back to staff for further information.

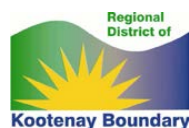
Report Approval Details

Document Title:	Long Term Borrowing Fall Issue - Bylaw 1922 and 1923.docx
Attachments:	- Bylaws 1922 and 1950 - Emergency Water Supply.pdf - Bylaws 1923 and 1998 - Capital Renewal.pdf
Final Approval Date:	Jul 4, 2019

This report and all of its attachments were approved and signed as outlined below:

No Signature - Task assigned to Diane Heinrich was completed by assistant Daniel Drexler

Diane Heinrich - Jul 4, 2019 - 6:28 PM



Bylaw No. 1723

A bylaw to authorize the entering into of an Agreement respecting financing between the
Regional District of Kootenay Boundary and
the Municipal Finance Authority of British Columbia

WHEREAS the Municipal Finance Authority of British Columbia (the "Authority") may provide financing of capital requirements for Regional Districts or for their member municipalities by the issuance of debentures or other evidence of indebtedness of the Authority and lending the proceeds therefrom to the Regional District on whose request the financing is undertaken;

AND WHEREAS the Corporation of the City of Grand Forks is a member municipality of the Regional District of Kootenay Boundary (the "Regional District");

AND WHEREAS the Regional District is to finance from time to time on behalf of and at the sole cost of the member municipality, under the provisions of Sections 410 and 411 of the *Local Government Act*, the works to be financed pursuant to the following loan authorization bylaw:

<u>L/A Bylaw Number</u>	<u>Purpose</u>	<u>Amount of Borrowing Authorized</u>	<u>Amount Already Borrowed</u>	<u>Borrowing Authority Remaining</u>	<u>Term of Issue</u>	<u>Amount of Issue</u>
1923	Capital Renewal Multi Utility Projects	\$ 4,200,000	\$ 0	\$ 4,200,000	25	\$1,495,000
		<u>\$ 4,200,000</u>	<u>\$ 0</u>	<u>\$4,200,000</u>		<u>\$1,495,000</u>

Total financing under Section 411: \$1,495,000

Grand Total: \$1,495,000

AND WHEREAS the Regional Board, by this bylaw, hereby requests such financing shall be undertaken through the Authority:

NOW THEREFORE the Regional Board of the Regional District of Kootenay Boundary in open meeting assembled enacts as follows:

1. The Regional Board hereby consents to financing the debt of the Corporation of the City of Grand Forks in the amount of One Million Four Hundred Ninety-Five Thousand Dollars (\$1,495,000) in accordance with the following terms. (Total of debt for the City of Grand Forks that is to be financed under this Security Issuing Bylaw: \$1,495,000).

2. The Authority is hereby requested and authorized to finance from time to time the aforesaid undertakings at the sole cost and on behalf of the Corporation of the City of Grand Forks up to, but not exceeding One Million Four Hundred Ninety-Five Thousand Dollars (\$1,495,000) in lawful money of Canada (provided that the Regional District may borrow all or part of such amount in such currency as the Trustees of the Authority shall determine but the aggregate amount in lawful money of Canada and in Canadian dollar equivalents so borrowed shall not exceed \$1,495,000 (in Canadian Dollars) at such interest and with such discounts or premiums and expenses as the Authority may deem appropriate in consideration of the market and economic conditions pertaining.
3. Upon completion by the Authority of financing undertaken pursuant hereto, the Chair and Officer assigned the responsibility of financial administration of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements, which said agreement or agreements shall be substantially in the form annexed hereto as Schedule "A" and made part of this bylaw (such Agreement or Agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
4. The Agreement in the form of Schedule "A" shall be dated and payable in the principal amount or amounts of monies and in Canadian dollars or as the Authority shall determine and subject to the *Local Government Act*, in such currency or currencies as shall be borrowed by the Authority under Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
5. The obligation incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority, and shall bear interest at a rate to be determined by the Treasurer of the Authority.
6. The Agreement shall be sealed with the seal of the Regional District and shall bear the signature of the Chair and the Officer assigned the responsibility of financial administration of the Regional District.
7. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria, BC and at such time or times as shall be determined by the Treasurer of the Authority.
8. During the currency of the obligations incurred under the said Agreement to secure borrowings in respect of The City of Grand Forks Loan Authorization Bylaw No. 1923 there shall be requisitioned annually an amount sufficient to meet the annual payment of interest and the repayment of principal.
9. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided, however, that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, any deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional Board of the Regional District shall make due provision to discharge such liability.

10. The Regional District shall pay over to the Authority at such time or times as the Treasurer of the Authority so directs such sums as are required pursuant to section 15 of the *Municipal Finance Authority Act* to be paid into the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.

Citation

11. This bylaw may be cited as "Regional District of Kootenay Boundary Security Issuing (Grand Forks Capital Renewal Multi Utility Projects) Bylaw No. 1723, 2019".

Read a First and Second time the 25th day of July, 2019.

Read a Third time the 25th day of July, 2019.

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer of the Regional District of Kootenay Boundary, hereby certify the foregoing to be a true and correct copy of Bylaw No. 1723 cited as "Regional District of Kootenay Boundary Security Issuing (Grand Forks Capital Renewal Multi Utility Projects) Bylaw No. 1723, 2019" as read a third time the 25th day of July, 2019.

Manager of Corporate Administration/Corporate Officer

RECONSIDERED AND ADOPTED the 25th day of July, 2019.

Chair

Manager of Corporate Administration/Corporate Officer

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer of the Regional District of Kootenay Boundary, hereby certify the foregoing to be a true and correct copy of Bylaw No. 1723 cited as "Regional District of Kootenay Boundary Security Issuing (Forks Capital Renewal Multi Utility Projects) Bylaw No. 1723, 2019" as reconsidered and adopted the 25th day of July, 2019.

Certified a true copy of Bylaw No. 1723, 2019 as adopted.

Manager of Corporate Administration/Corporate Officer

SCHEDULE "A" to Bylaw No. 1723

C A N A D A

PROVINCE OF BRITISH COLUMBIA

A G R E E M E N T

Regional District of Kootenay Boundary

The Regional District of Kootenay Boundary (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia at its Head Office in Victoria, British Columbia, (the "Authority") the sum of One Million Four Hundred Ninety Five Thousand Dollars (\$1,495,000) in lawful money of Canada, together with interest calculated semi-annually in each and every year during the currency of this Agreement; and payments shall be as specified in the table appearing on the reverse hereof commencing on the ____ day of _____, provided that in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority further sums as are sufficient to discharge the obligations of the Regional District to the Authority.

DATED at _____, British Columbia, this _____ day of _____,

IN TESTIMONY WHEREOF and under the authority of Bylaw No. 1723 cited as "Regional District of Kootenay Boundary Security Issuing (City of Grand Forks Capital Renewal Multi Utility Projects) Bylaw No. 1723, 2019".

This Agreement is sealed with the Corporate Seal of the Regional District of Kootenay Boundary and signed by the Chair and the officer assigned the responsibility of financial administration thereof.

Chair

General Manager - Finance

Pursuant to the *Local Government Act*, I certify that this Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any Court of the Province of British Columbia.

Dated _____ (month, day) 20____

Inspector of Municipalities

(Reverse Side)

PRINCIPAL AND/ OR SINKING FUND DEPOSIT AND INTEREST PAYMENTS

<u>Date of Payment</u>	Principal and/or Sinking Fund Deposit	<u>Interest</u>	<u>Total</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____



Settle down.

CERTIFIED RESOLUTION

Resolution #: R245/19/07/15

MOVED / SECONDED

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$1,495,000 as authorized through the "City of Grand Forks Capital Renewal Loan Authorization Bylaw No 1923, 2011" and that the Regional District of Kootenay Boundary be requested to consent to the City's borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

Carried.

I hereby certify the foregoing to be a true and
correct copy of a resolutions passed by the
Municipal Council of the
City of Grand Forks
on the 15th day of July, 2019

A handwritten signature in black ink, appearing to be "D. D. D.", written over a horizontal line.

Corporate Officer of the Municipal
Council of the City of Grand Forks



Settle down.

CERTIFIED RESOLUTION

Resolution #: R244/19/07/15

MOVED / SECONDED

THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of the 2019 Fall Borrowing Session, \$425,000 as authorized through the "City of Grand Forks Emergency Water Supply for Fire Protection Loan Authorization Bylaw No 1922, 2011" and that the Regional District of Kootenay Boundary be requested to consent to the City's borrowing over a twenty-five year term and include the borrowing in a Security Issuing Bylaw.

Carried.

I hereby certify the foregoing to be a true and
correct copy of a resolutions passed by the
Municipal Council of the
City of Grand Forks
on the 15th day of July, 2019

A handwritten signature in black ink, appearing to be "D. D. D.", written over a horizontal line.

Corporate Officer of the Municipal
Council of the City of Grand Forks

CITY OF GRAND FORKS BYLAW NO. 1923

A Bylaw to Authorize the Borrowing of Up to \$4.2 million for Road, Water and Sewer Capital Renewal Projects in Accordance with the *Community Charter*.

WHEREAS it is deemed desirable and expedient to replace road, water and sewer works in the City of Grand Forks, with preference being given to multi-utility projects (combining road, water and sewer needs into the same project for cost efficiency);

AND WHEREAS the term of the debt that may be authorized by this bylaw is twenty five (25) years;

AND WHEREAS the total debt to be created by this bylaw is not exceeding the sum of four million and two hundred thousand dollars (\$4,200,000);

AND WHEREAS the approval of the Inspector of Municipalities has been obtained prior to adoption, in accordance with the Community Charter;

AND WHEREAS Council has provided for a referendum process in relation to the proposed Loan Authorization Bylaw;

NOW THEREFORE Council of the Corporation of the City of Grand Forks, in open meeting assembled hereby enacts as follows:

1. Council of the City of Grand Forks is hereby authorized to:
 - a) Borrow upon the credit of the City a sum not exceeding four million and two hundred thousand (\$4,200,000), for multi-utility projects that combine road, water and sewer needs into the same project and estimated to be 45% for roadways, 35% for water system, and 20% for sewer system, for the purpose of undertaking and carrying out, or causing to be carried out, the planning, study, design and construction of works for the provision of the facilities and equipment relating to the road, water and sewer capital renewal projects; and
 - b) Acquire all real property, easements, rights-of-way, leases, licenses, rights or authorities as may be requisite, or desirable for, or in connection with the construction of the road, water and sewer capital renewal projects.
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is twenty five (25) years.
3. This bylaw shall take effect on the date of its adoption by Council.
4. This bylaw may be cited all purposes as the "City of Grand Forks Capital Renewal Loan Authorization Bylaw No. 1923, 2011."

Bylaw 1923 – Capital Renewal Loan Authorization Bylaw Amended at 2nd Reading

READ A FIRST TIME THIS 18TH DAY OF JULY, 2011

READ A SECOND TIME THIS 18TH DAY OF JULY, 2011

READ A THIRD TIME THIS 18TH DAY OF JULY, 2011

THIRD READING RESCINDED THIS 15TH DAY OF AUGUST, 2011

BYLAW AMENDED AS AT 2ND READING THIS 15TH DAY OF AUGUST, 2011.

READ A THIRD TIME AS AMENDED THIS 15TH DAY OF AUGUST, 2011.

Certified a true copy of Bylaw No. 1923 as at third reading.



Corporate Officer

APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS 14TH DAY OF SEPT, 2011

RECEIVED THE ASSENT OF THE ELECTORS AT A REFERENDUM HELD NOVEMBER 19TH, 2011.

FINALLY ADOPTED THIS 16TH DAY OF APRIL, 2012



MAYOR

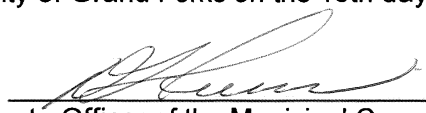


CORPORATE OFFICER

FILED WITH THE INSPECTOR OF MUNICIPALITIES THIS ____ DAY OF ____, 201~~1~~

CERTIFIED CORRECT

I hereby certify the foregoing to be a true copy of Bylaw No. 1923 as adopted by the Municipal Council of the City of Grand Forks on the 16th day of April, 2012



Corporate Officer of the Municipal Council of the
City of Grand Forks

Bylaw 1923 – Capital Renewal Loan Authorization Bylaw Amended at 2nd Reading

No. 16842

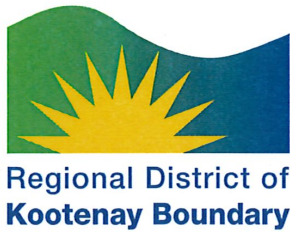
Certificate of Approval

Under the authority of the *Local Government Act*, I certify that Bylaw No. 1923, cited as the "City of Grand Forks Capital Renewal Loan Authorization Bylaw No. 1923, 2011" of the City of Grand Forks has been lawfully and validly made and enacted, and that its validity is not open to question on any ground in any court of British Columbia.

Dated this 6th *day*
 of June , 2012



Deputy Inspector of Municipalities of British Columbia



Public Hearing Minutes

OCP Amendment Bylaw No. 1674 to amend the Electoral
Area 'D'/Rural Grand Forks OCP Bylaw No. 1555
and
Zoning Bylaw No. 1675 to replace the Electoral Area
'D'/Rural Grand Forks Zoning Bylaw No. 1299

Minutes of a public hearing for OCP amendment Bylaw No. 1674 to amend the Electoral Area 'D'/Rural Grand Forks OCP Bylaw No. 1555 and Zoning Bylaw No. 1675 to replace the Electoral Area 'D'/Rural Grand Forks Zoning Bylaw No. 1299 held on Monday, July 8th, 2019 at the Grand Forks Curling Rink, 7230-21st Street, Grand Forks, BC at 7:00 p.m.

Director Present:	Director Roly Russell
Staff Present:	Donna Dean, Manager of Planning and Development, and Elizabeth Moore, Senior Planner
Members of the public present:	None

Director Russell opened the public hearing for Bylaw No. 1674 and 1675 at 7:00 p.m. Director Russell then read the Chairperson's address and asked that Donna Dean, Manager of Planning and Development, explain the purpose of the bylaws. Donna Dean provided a summary of the proposed OCP amendment bylaw and the new zoning bylaw. Director Russell then opened the public hearing for comments.

As there were no members of the public present to make comments, Director Russell adjourned the public hearing at 7:06 p.m.

I hereby certify that this is a fair and accurate record of the nature of representations made at the July 8, 2019 public hearing for Bylaw No. 1674 and Bylaw No. 1675.

Recording Secretary

Director Delegated to Preside over the
Public Hearing

**REGIONAL DISTRICT OF KOOTENAY BOUNDARY
BYLAW NO. 1674**

A Bylaw to amend Electoral Area 'D'/Rural Grand Forks Official Community Plan
Bylaw No. 1555, 2016 of the Regional District of Kootenay Boundary

WHEREAS the Regional District of Kootenay Boundary may amend the provisions of its Official Community Plans pursuant to the provisions of the *Local Government Act*;

AND WHEREAS the Regional District of Kootenay Boundary Board of Directors believe it to be in the public interest to amend the Electoral Area 'D'/Rural Grand Forks Official Community Plan;

AND WHEREAS the Regional District of Kootenay Boundary has considered the requirements under Section 475 of the *Local Government Act* with respect to early and ongoing consultation;

NOW THEREFORE the Regional District of Kootenay Boundary Board of Directors, in open and public meeting assembled, enacts the following:

1. This Bylaw may be cited as Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1674, 2019.
2. Replace the definition of 'Agritourism' with the following: "AGRI-TOURISM means an activity defined in the Agricultural Land Reserve Regulation;"
3. Remove the definition of Immediate Family.
4. Replace bullet d) in Policy #19.4.9 with the following:
d) the provision of a guarantee (for example covenant undertaking with security), by the owner that may include, but not necessarily be limited to the requirement that the structure will be removed or decommissioned should it no longer be required for agricultural purposes, may be considered.
5. Add the following bullet to Policy #19.4.9:
e) approval from the Agricultural Land Commission for a non-adhering residential use.
6. Replace Policy #19.4.10 with the following:
Notwithstanding the above, consideration may be given to permitting a second dwelling upon an application for a zoning bylaw amendment. Such applications will be evaluated on criteria that includes, but is not necessarily limited to the following:
a) the size and location of the subject property;
b) the provision of a guarantee (for example a covenant, housing agreement), that may include, but not necessarily be limited to a description of who may occupy the residence and what would trigger removal or decommissioning of the residence in the future, may be considered.
c) the submission of supporting information that demonstrates that the second dwelling

is required to support a farm operation

d) approval from the Agricultural Land Commission for a non-adhering residential use.

8. Map 1 (Land Use Designations) of the Electoral Area 'D'/Rural Grand Forks Official Community Plan, Bylaw No. 1555, 2016 is amended to re-designate the following property, from the current 'Rural Resource 2' to 'Rural Resource 1':

District Lot 860s, SDYD.

as shown outlined in red on the **Schedule X** attached hereto and forming part of this Bylaw.

READ A FIRST AND SECOND TIME this 23rd day of May, 2019.

PUBLIC HEARING held on this 8th day of July, 2019.

READ A THIRD TIME this 25th day of July, 2019.

ADOPTED this 25th day of July, 2019.

Manager of Corporate Administration

Chair

I, Theresa Lenardon, Manager of Corporate Administration of the Regional District of Kootenay Boundary, hereby certify that this is a true and correct copy of Bylaw No. 1674, cited as "Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1674, 2019".

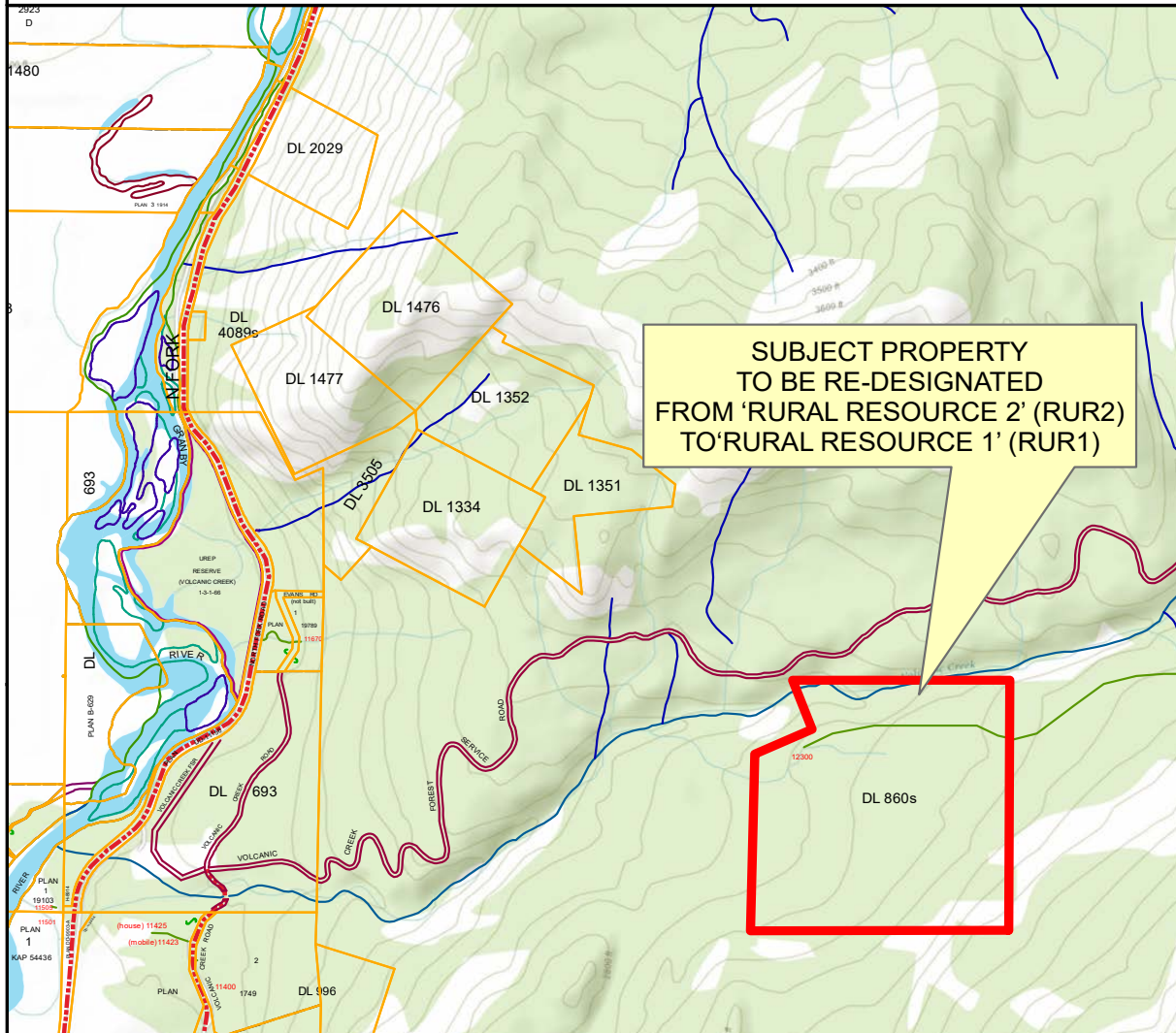
Manager of Corporate Administration



Date: 05/07/2018

Schedule X

0 200 400
Meters
Scale 1:20,000



I hereby certify this Schedule X to be a true and correct copy and that this Schedule X correctly outlines the property to be redesignated by "Regional District of Kootenay Boundary Bylaw No. 1674."

Manager of Corporate Administration

Date



Regional District of
Kootenay Boundary

Electoral Area 'D'/Rural Grand Forks

Zoning Bylaw No. 1675

Regional District of Kootenay Boundary
202-843 Rossland Avenue
Trail, BC V1R 4S8
Telephone: 250.368.9148
Toll Free in BC: 800.355.7352

Adopted by
The Regional District of Kootenay Boundary Board of Directors
()

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Electoral Area 'D' / Rural Grand Forks Zoning Bylaw No. 1675,
passed on the __ day of _____, 2019

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
Electoral Area 'D'/Rural Grand Forks Zoning Bylaw No. 1675

The Regional District of Kootenay Boundary Board of Directors in open meeting assembled enacts
as follows:

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Map 1. Electoral Area 'D'/Rural Grand Forks Zoning Map

Part 1: Interpretation

101. Title

This Bylaw may be cited as “Regional District of Kootenay Boundary Electoral Area ‘D’/Rural Grand Forks Zoning Bylaw No. 1675, 2019” or “Rural Grand Forks Zoning Bylaw”.

102. Application

This Bylaw applies to all lands, including the surface of water and all uses, **buildings** and **structures** located within Electoral Area ‘D’/Rural Grand Forks, whose boundaries are described in the letters patent of the Regional District of Kootenay Boundary.

103. Definitions

In this Bylaw, all words and phrases have their normal or common meaning with the exception of those that have been changed, modified or expanded by the definitions below. Note that terms for which a definition has been provided are in **bold italic** text throughout the Bylaw, as a convenience only.

ACCESSORY BUILDING AND STRUCTURE means a **building** or **structure** which is customarily incidental to and clearly subordinate to a principal permitted use situated on the same **parcel**;

ACCESSORY USE means the use of land which is customarily incidental to and clearly subordinate to a principal permitted use situated on the same **parcel**;

AGRICULTURE means farm use as defined in the Agricultural Land Commission Act, but excludes **intensive agriculture**;

AGRI-TOURISM means an activity defined in the Agricultural Land Reserve Regulation;

ANIMAL SHELTER means a **building, structure**, compound or group of pens or cages where dogs, cats, other domestic pets or exotic pets are, or are intended to be, cared for;

BED AND BREAKFAST means the **accessory use** of a **single family dwelling** primarily used as a home and used incidentally by the home’s residents to provide, for compensation, **temporary accommodation** and morning meals to the travelling public;

BEDROOM means a room used for sleeping, and for the purposes of this bylaw includes other rooms such as a den or living room which have been approved for sleeping purposes by the Building Official in an occupancy permit;

BOARDING USE means the **accessory use** of a **single family dwelling** for rental of sleeping accommodation without individual cooking facilities, and excluding **temporary accommodation** of the travelling public;

BUILDING means a **structure** wholly or partly enclosed by a roof or roofs supported by air, walls, or columns and used for the shelter or accommodation of persons, animals, chattels or things; excluding: tents, trailers, and **recreational vehicles**;

CAMPGROUND means any land where sites are provided for the **temporary accommodation** of the travelling public in tents or **recreational vehicles** and includes, as accessory to campsites:

- (a) recreational and amusement facilities intended for the use of overnight guests only;
- (b) one eating establishment for overnight guests only;
- (c) common washrooms and laundry facilities;
- (d) one **office**; and
- (d) **accessory buildings and structures**.

COMMUNITY CARE FACILITY means one residential dwelling in which room, board and continuous supervision is provided for six or more **people with special needs**, but does not include **boarding use, hotels, motels** or halfway houses;

COMMUNITY WATER SYSTEM means a water supply system within the meaning of the *Drinking Water Protection Act* that is owned, operated and maintained by local government, improvement district, irrigation district, utility or an incorporated entity, where the owner is responsible to manage and monitor to current best water management practices and has the ability to set rates, invoice or has taxation ability to collect fees or revenue to ensure the viability of the water supply system to provide potable water;

CONCEALED means located within the footprint of a **building**, underground or wholly enclosed by a **solid screen**, stone or brick wall, or a dense **landscape screen**, a minimum of 1.5 metres in **height**;

CONVENIENCE STORE means a retail business no greater than 200 m² in **gross floor area**, excluding storage area, which sells groceries and household items and caters to the day-to-day needs of the local neighbourhood; Excluding the retail or other sale of cannabis, and similar plants, products, or derivatives.

DERELICT VEHICLE means any vehicle which has not been licensed for a period of one (1) year and which is not **concealed**, excluding farm machinery in working condition;

DISTRIBUTION FACILITY means a warehouse or **storage** facility, including both indoor and **outdoor storage yard**, where the emphasis is on processing and moving goods;

DWELLING UNIT means one or more rooms used or capable of being used for the residential accommodation of an individual or one **family** and contains sleeping, cooking and washroom facilities;

DWELLING, SINGLE FAMILY means any detached **building** consisting of one **dwelling unit**, except where a **secondary suite** is permitted as a secondary use under this bylaw;

FAMILY means two or more persons related by blood, marriage, adoption or foster parenthood, or five or fewer unrelated persons;

GOLF COURSE means the use of land, **buildings** or **structures** for the purpose of playing golf and includes, as **accessory uses**, a clubhouse, eating and drinking establishment, facilities for the sale, repair and storage of golf equipment and similar **accessory uses**;

GROSS FLOOR AREA means the sum of the areas of each **storey** in each **building** on a **parcel** measured between the exterior of the exterior walls of such **buildings**;

GUEST CABIN means a **building** with a maximum floor area of 50 m² containing sleeping, and washroom facilities for a maximum of six (6) individuals, but not containing kitchen or cooking facilities;

GUEST RANCH means the **accessory use** of land, **buildings** and **structures**, for attached **sleeping units** or detached **guest cabins**, or combination, providing **temporary accommodation** for the travelling public in conjunction with a principal agricultural use;

HEIGHT of a **building** or **structure** means the vertical distance measured from the finished grade at the exterior perimeter of the **building** or **structure** to its highest point, determined by averaging the height of each exterior face of the **building**, with each exterior face height being the average of the heights at each corner of the face;

HIGHWAY includes a street, road, **lane**, bridge, viaduct and any other way open to public use, but does not include a private right of way on private property or a private or public recreational trail;

HOTEL means a **building** or part thereof used to provide **temporary accommodation** for the

travelling public in which the **building** entrance and exit ways are shared and may include: public areas such as a lobby, eating and drinking establishment, assembly, entertainment and recreation facilities, and individual cooking facilities;

IMMEDIATE FAMILY means, with respect to an owner, the owner's (a) parents, grandparents and great grandparents, (b) spouse, parents of spouse and stepparents of spouse, (c) brothers and sisters, and (d) children or stepchildren, grandchildren, and great grandchildren;

INSTITUTIONAL USE includes the use of land for: day care centres, customs houses, art galleries, religious institutions, schools, government offices, community halls, libraries and similar uses;

INTENSIVE AGRICULTURE means feedlots, fur farms, **poultry farms**, pig farms and mushroom farms;

INTERPRETIVE CENTRE means the use of land and **buildings** for the purpose of educating the public about the natural environment and cultural history, or either, of the local area;

KENNEL means a **building, structure**, compound or group of pens or cages where dogs, cats, other domestic pets, or exotic pets are, or are intended to be, trained, cared for, bred, boarded or kept for commercial purposes;

LANDSCAPE SCREEN means a continuous evergreen hedge or other compact plant material that may only be broken for access driveways and walkways;

LANE means a **highway** not less than 3 metres nor more than 8 metres in width which provides secondary access to any abutting **parcel**;

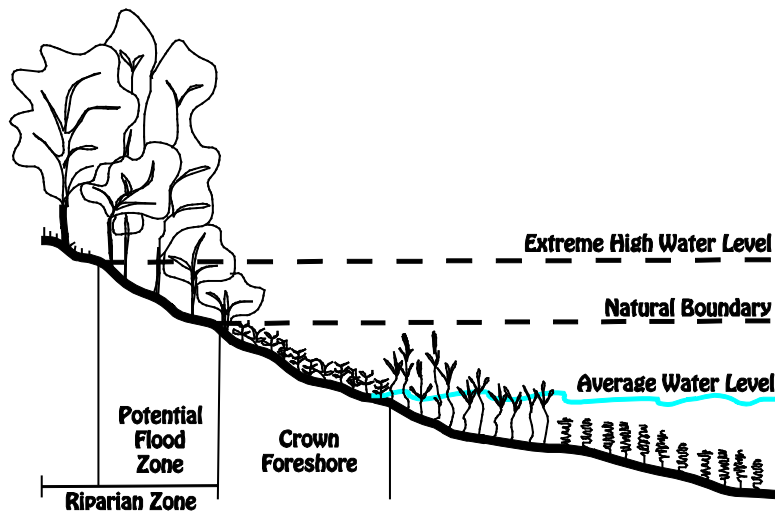
LIGHT MANUFACTURING means processing, fabricating, assembly, or disassembly of items that takes place entirely within an wholly enclosed **building**, and includes, but not limited to, manufacturing of: apparel, home accessories, clothing accessories, jewellery, instruments, computers, and electronic devices; cannabis processing, food processing, meat processing limited to pre-dressed and government inspected meats and eviscerated poultry and excluding fish processing and other meat processing; and excluding forging, casting, punch presses or drop forges;

MANUFACTURED HOME means a factory built dwelling, intended to be occupied in a place other than its place of manufacture and conforming to the CSA Z240 or CSA A277 certified standard, but does not include travel or tourist trailers, campers or other vehicles exempt from the definition of "manufactured home" under the *Manufactured Home Act* and its regulations;

MANUFACTURED HOME PARK means a **parcel** used for the purpose of providing spaces for the accommodation of **manufactured homes** on land zoned for **manufactured home park** use, with not more than one **single family dwelling** that is not a **manufactured home**;

MOTEL means a **building** or group of **buildings** used to provide **temporary accommodation** for the travelling public with each unit having its own individual outside access and parking space conveniently located on the **parcel** and each unit being self-contained, with or without cooking facilities, but having its own washroom;

NATURAL BOUNDARY means the visible high water mark of any lake, river, stream, or other body of water where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed of the lake, river, stream, or other body of water a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself, and also includes the best estimate of the edge of dormant or old side channels and marsh areas;



OFFICE means the occupancy or use of a **building** or portion of a **building** for the purpose of carrying out business or professional activities;

OPEN FENCING means fencing which is constructed of chain linking, or other material which is transparent;

OUTDOOR RECREATION FACILITIES means the use of land, building, or other structures, which are available to the public at large for sports and active recreation conducted outdoors and includes playing fields, running tracks, and bicycle tracks, but excludes **campgrounds** and motor sports;

OUTDOOR STORAGE YARD means the **storage** of equipment, goods, and materials in the open air or partially concealed, and does not include the **storage** of **derelict vehicles**;

PARCEL means any lot, block, or other area in which land is held, or into which land is subdivided but does not include a **highway**;

PARCEL AREA means the total horizontal area within the **parcel lines** of a **parcel**;

PARCEL COVERAGE means the horizontal area of all the **buildings** and **structures** on a **parcel**, expressed as a percentage of the **parcel area**;

PARCEL LINE, EXTERIOR SIDE means the **parcel** line(s) not being the front or **rear parcel line** and common to the **parcel** and a **highway**;

PARCEL LINE, FRONT means the **parcel** line(s) common to the **parcel** and a fronting **highway**, or where there is more than one fronting **highway**, the **parcel** line common to the **parcel** and the fronting **highway** towards which the majority of the **buildings** on adjacent **parcels** are faced;

PARCEL LINE, INTERIOR SIDE means the **parcel** line(s), not being the front, rear or **exterior side parcel** line;

PARCEL LINE, REAR means the **parcel** line opposite to and most distant from the **front parcel line**, but where the rear portion of the **parcel** is bounded by intersecting side **parcel** lines, means the point of such intersection;

PASSENGER TERMINAL means a station or depot to load or unload passengers, where **accessory uses** may include ticket offices, luggage checking facilities, eating and drinking establishments,

parcel services and similar uses;

PASSIVE RECREATION means non-motorized recreation not requiring facilities and may include but not be limited to wildlife observation, picnicking, walking, biking and canoeing;

PEOPLE WITH SPECIAL NEEDS means people who require additional or specialized services or accommodations by reason of one or more difficulties such as physical, emotional, behavioural, developmental, or otherwise, as evidenced in writing by the appropriate Federal or Provincial ministry or agency

PIT PRIVY means a small **structure** containing one or more toilets with no plumbing;

POULTRY FARM means a commercial poultry rearing or egg production enterprise of a scale requiring a quota from the applicable marketing board;

PRINCIPAL BUILDING means the main **building** on a **parcel** where at least 75% of the **gross floor area** is used for a permitted principal use;

PUBLIC UTILITY USE means a use which provides services such as water, sewer, electrical, telephone, and similar services where such use is established by a government body, or by a company operating under the *Utilities Commission Act*;

RECREATIONAL VEHICLE means a vehicle intended as a **temporary accommodation** for travel, vacation, or recreational use and includes travel trailers, motorized homes, slide-in campers, chassis-mounted campers, and tent trailers;

RECYCLING DEPOT means a use that entails the buying, collecting, sorting and temporary storage of bottles, cans, newspapers, and similar household goods for reuse and recycling;

RESOURCE USE means a use providing for the conservation, and management of natural resources and extraction and processing of primary forest materials, and the extraction, grading, crushing, and processing of mineral resource;

RETREAT CAMP means a use that provides for a group camping experience with the participants sleeping in tents, **recreational vehicles**, **guest cabins**, or dormitories for periods of less than three (3) months per calendar year and includes accessory facilities for the preparation and consumption of food, first aid, accommodation of camp councillors, accommodation of a caretaker, recreation, washrooms, study, and worship if used in conjunction with camping;

SEASONAL FARM LABOUR DWELLING means a detached dwelling unit located on a **parcel** classified as "farm" under the *Assessment Act*, which is used for the **temporary accommodation** of seasonal farm workers who are employed by the owner of the **parcel** to work in the owner's agricultural operation.

SECONDARY SUITE means a second dwelling unit located within a single family dwelling in accordance with the provisions of this Bylaw;

SERVICE STATION means a use providing for the sale of motor fuels and minor automobile repairs and service, or either;

SKI LODGE includes ski ticket sales, ski school, ski equipment and ski accessory sales and rentals, change areas and lockers, administration offices, first aid stations, day care, meeting rooms, and eating and drinking establishments;

SLEEPING UNIT means one or more rooms used for the accommodation of one **family** when such unit contains no cooking facilities;

SOLID SCREEN means a continuous opaque fence, wall, or combination made of wood or vinyl or similar materials but not plywood, corrugated metal, or **open fencing**, and includes gates on all

access points made of similar materials;

STORAGE means the action of storing or laying up a thing or things in reserve, where reserve means that there are no immediate plans to move it to another location, or display it for sale;

STORAGE SHED means an accessory detached non-residential **building** no greater than 10 m² in **gross floor area** and not higher than 3m;

STOREY means that portion of a **building** which is situated between the top of any floor and the top of the floor next above it, and if there is no floor above it, that portion between the top of such floor and the ceiling above it;

STRUCTURE means any construction fixed to, supported by, or sunk into land or water;

TEMPORARY ACCOMMODATION means occupancy of a **building** or **structure**, tent, or **recreational vehicle** for a period not exceeding 90 continuous days;

TRADESPERSON means a person who is skilled in and follows a trade or skilled handicraft, an artisan, a craftsman, and may include carpenters, electricians, bricklayers, mechanics, painters, printers, glaziers, plumbers, wall coverers, flooring installers, convention and trade show decorators, sign and display workers, drywall finishers and other similar professions;

WATERCOURSE means any natural or man-made depression with well-defined banks and a bed zero point six (0.6) metres or more below the surrounding land serving to give direction to a current of water at least six (6) months of the year or having a drainage area of two (2) square kilometres or more up stream of the point of consideration;

104. Interpretation

The Regional District of Kootenay Boundary is comprised of multiple Electoral Areas, and the Board of Directors have adopted several zoning bylaws, each at different times and of varying detail. This Electoral Area 'D'/Rural Grand Forks Zoning Bylaw, as all Regional District of Kootenay Boundary zoning bylaws, is intended to be interpreted in its entirety, but solely within its provisions and not in reference to the zoning bylaws of other Electoral Areas.

105. Provincial and Federal Jurisdiction

This Zoning Bylaw is not intended to be inconsistent with any matter under exclusive Provincial or Federal jurisdiction (see Section 1.4 of the Electoral Area 'D'/Rural Grand Forks Official Community Plan).

Part 2: Administration

201. Enforcement

1. The Manager of Planning and Development, Senior Planner, Planner, and Building and Plumbing Official, or other such person that may be appointed by the **Board of Directors**, may enforce this Bylaw.
2. Persons appointed under subsection (1) above are authorized to enter on or into property pursuant to Section 16 of the *Community Charter* and Sections 284 and 419 of the *Local Government Act*.

202. Prohibition

1. Land must not be used contrary to the provisions of this Bylaw.
2. **Buildings** or **structures** must not be used, constructed, reconstructed, altered, moved, placed or extended contrary to the provisions of this Bylaw.
3. No subdivision may be approved contrary to the provisions of this Bylaw, in particular to create **parcels** less than the minimum permissible **parcel area**, and other regulations as identified in this Bylaw.
4. Every use of land, **building** and **structure** permitted in each zone must conform to all the regulations of the applicable zone and all other regulations of this Bylaw.
5. No land, **building** or **structure** may be used or occupied, or left with no use, except in conformity with this Bylaw.

203. Violation

A person is deemed to have committed an offence who:

- a) Violates any of the provisions of this Bylaw;
- b) Causes or permits, any act or thing to be done in contravention or violation of any of the provisions of this Bylaw;
- c) Neglects or omits to do anything required under this Bylaw;
- d) Carries out, causes or permits to be carried out any use, construction or subdivision in a manner prohibited by or contrary to any of the provisions of this Bylaw;
- e) Fails to comply with an order, direction or notice given under this Bylaw; or
- f) Prevents, obstructs or attempts to prevent or obstruct the authorized entry on property of a person authorized to enforce this Bylaw under Section 201.

204. Penalty

Any person who violates any of the provisions of this Bylaw is, upon summary conviction, liable to the maximum fine provided in the *Offence Act*, plus the cost of prosecution for each offence.

205. Severability

If any portion of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, that portion is severed and the remaining portions of this Bylaw continue with full force and effect.

206. Effective Date and Repeal

1. This Bylaw is effective upon adoption.
2. Regional District of Kootenay Boundary Electoral Area 'D' Zoning Bylaw No. 1299, 2005 inclusive of all amendments thereto, is hereby repealed.

Part 3: General Regulations

301. Permitted and Prohibited Uses

1. No land, **building** or **structure** may be used for a use that is not specifically listed under the heading “Permitted Principal Uses” or “Permitted Secondary Uses” in the Zone that the land, **building** or **structure** is located, and no **building** or **structure** may be placed, constructed, sunk into, erected, moved, sited, altered or enlarged for any use other than a specifically permitted use in that Zone. Furthermore,
 - a) A use listed under “Permitted Secondary Uses” is only permitted if a use under “Permitted Principal Uses” is lawfully established and ongoing.
 - b) A use is only permitted if lawfully established and ongoing in accordance with:
 - (i) The applicable regulations and conditions of use as identified in each Zone; and
 - (ii) Such further general regulations applicable to the use, as identified throughout this Bylaw.
 - c) A use not specifically permitted in a Zone is prohibited from that Zone.
 - d) A use not specifically permitted in this Bylaw is prohibited from the Electoral Area.
 - e) Except where specifically permitted within a zone established by this Bylaw, no **parcel** may be used for the **storage** of **derelict vehicles(s)**.
 - f) Residential occupancy for a period exceeding 180 days per calendar year of **accessory buildings**, tents, **recreational vehicles**, and similar shelters is prohibited in the following zones: Residential 1, Residential 2, Residential 3, Residential 4, Agricultural Resource 1, Agricultural Resource 2, Agricultural Resource 3, Agricultural Resource 4, Industrial 1, Industrial 2 and Industrial 3 Zones except where:
 - (i) The residential occupancy of an **accessory building** conforms with the **secondary suite** provisions of this Bylaw;
 - (ii) The occupancy has been approved under Section 301.2(h) of this Bylaw.
 - g) The unloading, **storage** and loading of special wastes (as defined in the *Environmental Management Act* and regulations thereto) and other similar hazardous products are specifically prohibited.
2. Except as otherwise stated in this Bylaw, the following uses are permitted in all zones:
 - a) **Highways**;
 - b) **Landscape screens** and fences;
 - c) Parks, playgrounds, and similar active or **passive recreation** areas including **buildings** and **structures**;
 - d) Churches, cemeteries, libraries, museums, community halls, fire halls, police and ambulance stations, schools and similar uses;
 - e) Utility uses and **structures** and **buildings** associated therewith, excluding **offices**, maintenance garages and **storage** areas;
 - f) Railroad tracks, except private sidings;
 - g) **Storage buildings**, including garages, may be located on a **parcel** that does not have a principal use or **principal building** provided they are only to be used for the non-commercial/industrial **storage** of goods or vehicles belonging to the owner. Such **buildings** are be subject to the regulations for **accessory buildings** in the zone within which they are located and must not exceed 60 m² in floor area;
 - h) Residential occupancy (maximum of two years) in a **manufactured home** or

recreational vehicle for the property owner while a **dwelling unit** is under construction, provided the owner first signs a notarized statement of intent to cease occupying and remove the **manufactured home** within 30 days after the **dwelling unit** has been completed;

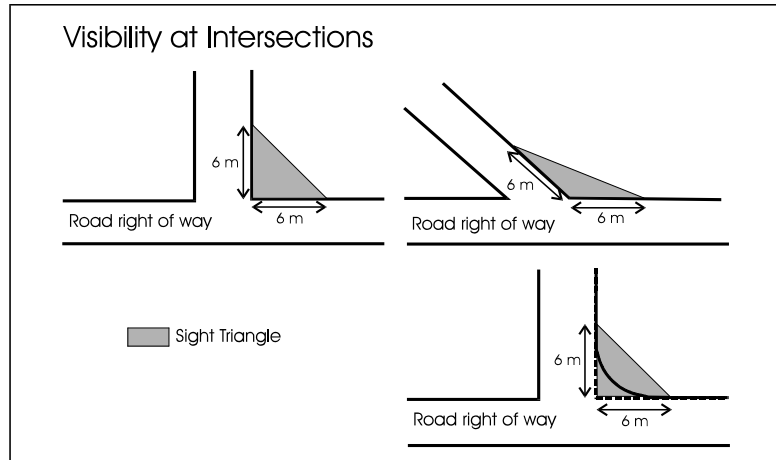
- i) Temporary **buildings, structures** and **storage** of materials required for an approved construction project on the same **parcel** provided such temporary **buildings, structures** and **storage** are removed within 30 days of completion of the approved construction;
- j) A facility for composting of organic waste operated by or with the consent of the Regional District of Kootenay Boundary pursuant to an approved Solid Waste Management Plan;
- k) A **recycling depot** pursuant to an approved Stewardship Plan under the *Environmental Management Act* and associated Recycling Regulation.

302. Siting Requirements and Exceptions

Where a Zone includes a regulation entitled "Setbacks", or where this Bylaw otherwise makes reference to a minimum setback, no **building** or **structure** may be placed, constructed, sunk into, erected, moved, sited, altered or enlarged nearer to the **parcel** line, natural boundary or the other point of reference than the distance so specified, and for certainty:

1. Setbacks may vary according to any combination of use, **building, structure** or location within a Zone or adjacent Zone, or by **parcel** dimensions, or to a specific **highway, natural boundary** or other point of reference, and the provisions of this Bylaw must be interpreted accordingly;
2. Any portion of a **building** or **structure** located below finished grade is subject to all setbacks for the Zone in which the **building** or **structure** is located or that are otherwise applicable;
3. The minimum setback distance for a **pit privy** is 30m from the **natural boundary** of any **watercourse**.
4. Selected **structures** are excluded from the setback requirements of this Bylaw however, a separate approval from the Ministry of Transportation and Infrastructure may be required where the setback is adjacent to a **highway**. The exceptions are regulated as follows:
 - a) Unenclosed steps, eaves, sunlight control projections, canopies, chimneys, bay windows, balconies, porches and other similar projections may project:
 - i) 2 metres within a required **front parcel line, rear parcel line, or exterior side parcel line** setback; and
 - ii) 0.6 metres within a required **interior side parcel line** setback.
 - b) An underground **structure** may be sited on any portion of a **parcel** provided that the top surface of such **structure** at no point extends more than 0.5 metres above the average finished ground elevation within the relevant setback area of the zone in which it is located.
 - c) Free standing lighting poles, warning devices, antennas, masts, utility poles, wires, flag poles, **signs** and **sign structures**, except as otherwise limited in this or other bylaws may be sited on any portion of a **parcel** at the sole responsibility of the owner and utility company.
5. No person being the owner, occupier or lessee of any **parcel** located at the intersection of any two **highways**, may, without the consent of the Ministry of Transportation and

Infrastructure or his designate, place or permit to be placed or grow any tree, shrub, plant, fence or other **structure** with a horizontal dimension exceeding 0.6m within the sight triangle an elevation such that an eye 0.9m above the surface elevation of one **highway** cannot see an object 0.9m above the surface elevation of the other **highway**.



303. Height and Width

1. Where a Zone includes a regulation entitled "Height", or where this Bylaw otherwise makes reference to a maximum **height**, no **building** or **structure** may be placed, constructed, sunk into, erected, moved, sited, altered or enlarged in a manner that exceeds the **height** specified for the Zone in which the **building** or **structure** is located. For certainty, maximum **height** in a Zone may vary according to the use or location of the **building** or **structure**.
2. The following exceptions to the **height** regulations apply:
 - a) **Height** restrictions do not apply to the following, except in accordance with subsection (b): industrial cranes; grain elevators; silos; windmills; solar panels; towers; tanks; radio and television antennas; church spires, belfries and domes; monuments; chimney and smoke stacks; flag poles; lighting poles; and elevator shafts.
 - b) Where such **structures** are located on top of a **building** they must not occupy more than 10% of the horizontal plane of the roof area.

304. Density

1. Where a Zone includes a density regulation expressed as an absolute number of parcels, units, buildings, use or similar figure, no **parcel** may be subdivided and no **parcel** may be developed with more than the number identified for the Zone in which the **parcel** is located.
2. Where a Zone includes a density regulation expressed as a per hectare figure, no parcel may be subdivided and no parcel may be developed with more than the number of parcels, units, sites or other figure(s), per hectare as determined by applying the figure for the Zone in which the parcel is located to the area of the parcel.

3. For certainty, where more than one of the above density regulations apply to any particular **parcel**, the most restrictive governs but all remain applicable.

305. Subdivision Regulations

1. Where a Zone includes a regulation entitled "Parcel Area", or this Bylaw otherwise refers to a minimum **parcel area**, then no **parcel** may be created by subdivision that has an area less than the figure specified for the Zone in which the **parcel** is located.
2. A **parcel** which is reduced in size by the dedication of land to a public body in order to accommodate a necessary public service, utility, facility or **highway**, subsequent to the approval date of this Bylaw is deemed to be in conformity with the minimum **parcel area** requirements of this Bylaw.
3. Where as a result of land acquisition for a public use after this Bylaw comes into force by:
 - a) The Regional District;
 - b) A municipality;
 - c) The Provincial Government;
 - d) The Federal Government;
 - e) An Improvement District;
 - f) The Board of School Trustees; or
 - g) A Public Utility,
 - i) The **parcel** of land that could have been subdivided into two or more **parcels** under this Bylaw when the land was acquired, and
 - ii) The **parcel**, as a result of the acquisition, can no longer be subdivided into the same number of **parcels**,

the **parcel** is deemed to conform to this Bylaw for the purposes of subdivision as though the land acquisition had not occurred, but only to the extent that none of the **parcels** that would be created by the subdivision would be less than 90% of the area that would otherwise be permitted by this Bylaw.
4. The minimum **parcel area** requirements of this Bylaw do not apply to the consolidation of existing **parcels** or the addition of closed **highways** to an existing **parcel**, except that where a consolidation of existing **parcels** would include lands located within the Rail Corridor 1 (RC1) Zone the minimum **parcel area** requirement under this bylaw shall apply.
5. The alteration of one or more **interior parcel lines** between two or more **parcels** is permitted provided that:
 - a) no additional **parcels** are created upon completion of the alteration;
 - b) the alteration does not infringe within the required setbacks for an existing **building** or **structure** located on the **parcel**;
 - c) the alteration does not reduce the site area required for a sewage disposal system on any **parcel** being altered; and
 - d) if the alteration applies to land within the 'Rail/Trail Corridor 1 (RTC1) Zone', a corridor must be maintained within that zone that is a minimum of 30 metres wide and is suitable for the possible reestablishment of a railway.
6. The minimum size for a **parcel** of land that may be subdivided pursuant to Section 514 (Subdivision for a relative) of the *Local Government Act* is 20 hectares. This regulation does not apply within the **Agricultural Land Reserve**.

7. New **parcels** created after the adoption of this bylaw must not be separated by an existing **highway** or railway right of way unless each portion of the **parcel** separated by a **highway** or railway right of way meets the minimum **parcel** area requirement of the zone.
8. The minimum **parcel** area at subdivision in any zone established under this bylaw does not apply where all of the following conditions are satisfied:
 - a) the **parcel** being created is to be used solely for the unattended equipment necessary for operation of
 - i) **public utility uses** with no exterior **storage** of any kind;
 - ii) radio or television broadcasting antennae, or other similar communications infrastructure;
 - iii) air or marine navigation aids;
 - b) no sewage is generated, and
 - c) the owner agrees in writing to registering a covenant pursuant to section 219 of the *Land Title Act* in favour of the Regional District of Kootenay Boundary at the time the subdivision is registered, and such covenant shall be satisfactory to the approving officer and shall restrict the use of the **parcel** in accordance with the applicable exception under this provision.
9. **Parcels** that are split into more than one zone may be subdivided along the zone boundary provided:
 - a) the minimum **parcel** area requirement for new **parcels** created by subdivision can be achieved in at least one of the zones; and
 - b) no **parcel** created pursuant to this section may be less than:
 - i) 2000m² when connected to a **community water system**,
 - ii) 1 hectare when not connected to a **community water system**.

Part 4: Supplemental Regulations for Certain Uses and Circumstances

401. Home-Based Businesses

Where the home-based business use is expressly permitted, the following regulations apply:

1.
 - a) the home-based business may only be carried out by the property owner solely as an **accessory use** within the **single family dwelling** or wholly enclosed **accessory building**;
 - b) the maximum number of non-resident employees is two;
 - c) off-street parking must be provided in accordance with parking regulations as shown in Part 5 of this bylaw, with the most similar use to the home-based business being the applicable parking requirements for the home-based business;
 - d) the home-based business use must not involve salvage and **storage of derelict vehicles** and equipment, nor a **kennel**;
 - e) the home-based business use must not give an exterior indication that the **building** is being used for any purpose other than that of a residential use;
 - f) the home-based business use must not produce any odorous, toxic or noxious matter, noise, vibration, smoke, heat, dust, litter, glare or radiation other than that normally associated with the dwelling and must not create or cause any fire hazard, electrical interference or traffic congestion on the **highway**;
 - g) the only external display or advertisement permitted is one non-illuminated sign no larger than 1 m²;
 - h) all **storage** of materials, equipment, containers or finished products must be **concealed**;
 - i) the home-based business use, including all **storage sheds and areas**, must not exceed:
 - i) 60 m², if located in the Residential 1, Residential 2, or Residential 4 Zones,
 - ii) 100 m² if located in the Agricultural Resource 1, Agricultural Resource 2, Agricultural Resource 3, Agricultural Resource 4, Agricultural Resource 5, Rural Resource 1, or Rural Resource 2 Zones.

regardless of the number of home-based businesses on the **parcel**.
2. Except for the use and density provisions of Subsection 401.1(a) and 401.1(b), it is the Board's intent that the provisions of Section 401.1 are integral to the definition of the Home-Based Business use and therefore cannot be varied except through an amendment to this Zoning Bylaw.

402. Secondary Suites

1. Where a **secondary suite** is expressly permitted as a secondary use within a zone, the following regulations apply:
 - a) The floor area of the **secondary suite** must not exceed 90m² or 40% of the floor area of the **single family dwelling building**, whichever is less;

- b) Prior approval of the authority responsible for liquid waste disposal, pursuant to the relevant Provincial legislation, must be obtained before issuance of building permit;
 - c) For **parcels** located within an area served by a **community water system**, prior approval of the water purveyor must be obtained before issuance of a building permit;
 - d) No **secondary suite** may be stratified, subdivided, or otherwise legally separated from the principal **single family dwelling** use to which it is considered a secondary use, except where the subdivision is in conformity with the minimum **parcel area** requirements of this bylaw; and
 - e) A new **secondary suite** must not be connected to a **community water system** which is subject to a Drinking Water Notification pursuant to the *Drinking Water Protection Act* under an order of the Drinking Water Protection Officer.
2. Except for the floor area provisions of Subsection 402.1(a), it is the Board's intent that the provisions of Section 402.1 are integral to the definition of the Secondary Suite use and therefore cannot be varied except through an amendment to this Zoning Bylaw.

403. Bed and Breakfasts and Boarding Use

- 1. For zones in which **bed and breakfast** or **boarding use** are a permitted use, not more than three (3) **bedrooms** or **sleeping units** inside a **dwelling unit** on a single **parcel** of land may be used, at the same time, for the accommodation of the travelling public; and
- 2. All **bedrooms** or **sleeping units** must be contained inside a **single family dwelling**.
- 3. The accessory use must be operated by the permanent resident(s) of the single family dwelling.
- 4. Except for the use and density provisions of Subsection 403.1(1), it is the Board's intent that the provisions of Section 403.1 are integral to the definition of the Bed and Breakfasts and Boarding Use use and therefore cannot be varied except through an amendment to this Zoning Bylaw.

404. Campgrounds

In addition to other density regulations of this Bylaw, a **campground** must not exceed 50 campsites per hectare of **parcel area**.

405. Guest Ranch Density

In addition to other density regulations of this Bylaw, a **guest ranch** must not exceed, whichever is less:

- (a) one (1) **sleeping unit** or detached **guest cabin** or combination per hectare of **parcel area**, or
- (b) ten (10) attached **sleeping units** or detached **guest cabins** or combination, per parcel.

406. Seasonal Farm Labour Dwelling

- 1. Where a **Seasonal Farm Labour Dwelling** is expressly permitted as a secondary use within a zone, the following regulations apply:

- a) The **seasonal farm labour dwelling** shall have a floor area that does not exceed 50m²;
 - b) Prior approval of the authority responsible for liquid waste disposal, pursuant to the relevant Provincial legislation, shall be obtained before issuance of a building permit; and
 - c) For **parcels** located within an area serviced by a **community water system**, confirmation from the water purveyor that the water service has sufficient capacity to serve the **seasonal farm labour dwelling** shall be obtained before issuance of a building permit.
2. Except for the floor area provisions of Subsection 406.1(a), it is the Board's intent that the provisions of Section 406.1 are integral to the definition of **seasonal farm labour dwelling** and therefore cannot be varied except through an amendment to this Zoning Bylaw.

407. Screening and Fencing

Except where provided otherwise in this Bylaw:

- a) **Solid screens** 1.3 m or less in **height** may be sited on any portion of a **parcel**;
- b) **Solid screens** 2 m or less in **height** may be sited on any portion of a **parcel** provided that they are located to the rear of the front face of a **principal building** on a **parcel**;
- c) **Solid screens** greater than 2 metres in **height** must be sited in accordance with the required setbacks from a **parcel** line for a **principal building** located within the same zone;
- d) **Open fencing** is not restricted as to **height** or location;
- e) The use of barbed wire for fencing in or abutting on the following zones is prohibited: Residential 1, Residential 2, Manufactured Home Park Residential 3, Residential 4, Commercial 1, Commercial 2, Recreational Resource 1, Recreational Resource 2, Parks 1, Conservation 1, and Institutional and Community Facilities 1.

408. Sign Regulations

1. With the exception of regulations to the contrary within any particular zone or in the **home-based business** regulations under this Bylaw, no **parcel** may be used for the display of any exterior **signs** on a permanent basis other than:
 - a) Those advertising a permitted use on a **parcel** of land;
 - b) Those for a **building** or facility permitted pursuant to Section 301 of this Bylaw;
 - c) Temporary **signs** such as election; 'For Sale'; and 'For Rent' **signs**;
 - d) Advisory **signs** such as 'No Trespassing', 'No Hunting', and 'Beware of Dog', not limited as to number, provided each sign does not exceed 0.3 m² in size on any one side.
2. Unless otherwise permitted or restricted elsewhere in this bylaw, the maximum visible surface area of a **sign** is 3 m² per side.
3. Unless otherwise permitted or restricted elsewhere in this bylaw, not more than two **signs** may be located on a **parcel** of land.
4. No **sign** may be equipped with motion or flashing lights or a mechanical device which causes the **sign** to move.

5. When a sign remains in place after the activity, business, product or service the sign advertises is no longer conducted or available on the premises on which the sign is located, such sign and any supporting sign structure is considered to have been abandoned, and the owner of the premises in question shall remove the sign within ninety (90) days from the date that the activity, business, product or service is no longer conducted or available or within thirty (30) days from the date written notice from the Regional District to remove the sign or sign structure has been received.

Part 5: Parking and Loading

1. Minimum off-street parking spaces, design standards and facilities must be provided in accordance with the following:

TYPE	USE	REQUIREMENT
Residential	Single family dwelling	2 spaces per dwelling unit . A maximum of two spaces may be in tandem
	Manufactured Home Park	1.5 spaces per dwelling unit
	Bed and Breakfast and Boarding Use	In addition to the parking requirement for the principal residential use, one space per bedroom used for bed and breakfast /boarding use purposes must also be provided
	Secondary Suite	In addition to the parking requirement for the principal residential use, 1 space per secondary suite
Commercial	Retail stores, including convenience stores ; service stations ; passenger terminals	1 space per 20 m ² of gross floor area
	Animal shelters, kennels , veterinary clinic, offices	1 space per 30 m ² of gross floor area
	Building and contracting supply establishment; rental, sales and associated service facilities for vehicles and light equipment	1 space per 90 m ² of covered sales & storage area
	Eating and drinking establishment	1 space per 3 seats (at capacity)
	Hotels and Motels	1 space per unit
	Greenhouse	1 space per 14 m ² of gross floor area used for display and sales
	Produce stand, farm stand or similar roadside display stand	1 space per 20m ² of floor area
Industrial	Light manufacturing, tradespersons shop	1 space per 3 employees on a maximum working shift but not less than 5 spaces per establishment
	All industrial uses unless listed elsewhere	1 space per 3 employees on a maximum working shift but not fewer than 5 spaces per establishment

TYPE	USE	REQUIREMENT
Institutional	Community hall; church and church hall; lodge and similar fraternal organizations, library, art gallery; museum and similar facility	1 space per 4 seats or 1 space per 35 m ² available for patrons, whichever is greater
	Schools where the student body is entirely younger than the legal driving age	10 spaces plus 1 additional space per employee
	Other schools	10 spaces plus 1 space per employee, plus 1 space per 10 students, plus 1 space per 3 beds in an associated dormitory or residential facility
	Utility uses and maintenance facilities	1 space per 3 employees on a maximum working shift
Recreational	Arena, rink; swimming pool; tennis court; bowling green; ski area; stadium; golf course and driving range; rodeo and gymkhana ground	1 space per 4 seats plus 1 space per 4 players or participants
	Playing field; campground and day camp; fairgrounds and amusement parks; park; trail and similar land extensive recreational uses	Off-street parking spaces will be provided at the discretion of the owner

2. Where a **building** or **parcel** contains more than one use, the required number of parking spaces is the sum of the requirements of each use.
3. Where a use is not specifically mentioned, the parking requirement will be the same as for a similar use mentioned in this Section.
4. Required spaces must be provided on the same **parcel** as the **building** or use for which they are required.
5. Each parking space must be at least 2.5 metres wide, 5.5 metres long and 2.5 metres high and the width of each parking space must be increased to 3 metres where such a space is adjacent to any side wall, post, pillar or other such obstruction.
6. Each parking space must be so located as to permit unobstructed access to and egress from that space to a **highway** at all times.
7. Required off-street parking areas to accommodate three or more vehicles must have a surface which is continually dust free. Individual parking spaces, maneuvering aisles, entrances and exits must be clearly marked.
8. The number of access points from each parking area to a **highway** must not exceed two.
9. The parking requirements established in Part 5 of this Bylaw do not apply to a **building** or use existing prior to the adoption date of this Bylaw provided the building or use complied with parking standards then applicable. However, if there is an expansion or addition to an existing use or **building**, the provisions of Part 5 will apply to such expansion or addition.
10. Off-street loading facilities for commercial or industrial uses involving the receipt and delivery of goods or materials by vehicles must include 1 space for the first 12,000 m² of **gross floor area** or fraction thereof, plus 1 additional space for each additional 2,000 m² of **gross floor area** or fraction thereof.

11. Off-street loading facilities must:

- a) be provided on the same **parcel** as the use it serves;
- b) be set back a minimum of 6 metres from the designated fronting **highway**;
- c) have a minimum of 30 m² area, at least 3 metres in width and 4 metres in **height** for each space;
- d) not project into any **highway**;
- e) have unobstructed vehicular access to a **highway**;
- f) have a durable dust free surface.

Part 6: Zones

601. General Information on Zones

- For the purpose of this Bylaw, Electoral Area 'D'/Rural Grand Forks is classified and divided into the following zones:

Zone Names	Short Form
Residential 1	R1
Residential 2	R2
Manufactured Home Park Residential 3	R3
Residential 4	R4
Agricultural Resource 1	AGR1
Agricultural Resource 2	AGR2
Agricultural Resource 3	AGR3
Agricultural Resource 4	AGR4
Agricultural Resource 5	AGR5
Rural Resource 1	RUR1
Rural Resource 2	RUR2
Rural Resource 3	RUR3
Drinking Water Resource	DWR
Commercial 1	C1
Commercial 2	C2
Industrial 1	IN1
Industrial 2	IN2
Industrial 3	IN3
Recreational Resource 1	REC1
Recreational Resource 2	REC2
Conservation	CONS
Parks	P
Rail Corridor	RC
Institutional and Community Facilities	ICF

- The extent and boundary of each zone is shown on the Zoning Map (Map 1), which is attached to and forms part of this Bylaw.
- When a zone boundary is shown as following a **highway** (*but not a railway*), or **watercourse**, the centre-line of such feature is the zone boundary.
- Where a zone boundary does not follow a legally defined line, the location of the zone boundary is determined by scaling from the Zoning Map (Map 1).

602. Residential 1 Zone**R1**

The following provisions apply to lands in the Residential 1 Zone:

1. Permitted Principal Uses

Only the following **principal uses** are permitted:

- a) **Single family dwelling.**

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 602.1 above:

- a) **Accessory buildings and structures;**
- b) **Bed and breakfast**, subject to Section 403;
- c) **Boarding use**, subject to Section 403;
- d) Home-based business, subject to Section 401; and
- e) **Secondary suite** on **parcels** one hectare or greater in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than:

- a) 4000 m² when connected to a **community water system**;
- b) 1 hectare when not connected to a **community water system**.

4. Density

Maximum one **single family dwelling** and one **secondary suite** per **parcel**.

5. Setbacks

Minimum setbacks measured in metres:

Parcel Line	Buildings and structures	Storage sheds
Front	7.5	7.5
Exterior side	4.5	0.6
Interior side	1.5	0.6
Rear	4.5	0.6

6. Parcel Coverage

Maximum **parcel coverage** is 30%.

7. Height

- a) **Principal buildings** must not exceed 10 metres in **height**;
- b) **Accessory buildings and structures** must not exceed 5 metres in **height**.

8. Parking

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

603. Residential 2 Zone**R2**

The following provisions apply to lands in the Residential 2 Zone:

1. Permitted Principal Uses

Only the following *principal uses* are permitted:

- a) *Single family dwelling.*

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 603.1 above:

- a) *Accessory buildings and structures;*
- b) *Bed and breakfast*, subject to Section 403;
- c) *Boarding use*, subject to Section 403;
- d) Home-based business; subject to Section 401; and
- e) *Secondary suite* on *parcels* one hectare or greater in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than:

- a) 2000 m² when connected to a *community water system*;
- b) 1 hectare when not connected to a *community water system*.

4. Density

Maximum one *single family dwelling* and one *secondary suite* per *parcel*.

5. Setbacks

Minimum setbacks measured in metres:

<i>Parcel</i> Line	<i>Buildings and structures</i>	<i>Storage sheds</i>
<i>Front</i>	7.5	7.5
<i>Exterior side</i>	4.5	0.6
<i>Interior side</i>	1.5	0.6
<i>Rear</i>	4.5	0.6

6. Parcel Coverage

Maximum *parcel coverage* is 30%.

7. Height

- a) *Principal buildings* must not exceed 10 metres in *height*;
- b) *Accessory buildings and structures* must not exceed 5 metres in *height*.

8. Parking

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

604. Manufactured Home Park Residential 3 Zone**R3**

The following provisions apply to lands in the Manufactured Home Park Residential 3 Zone:

1. The provisions outlined in the applicable Regional District of Kootenay Boundary Mobile Home Park Bylaw apply to all **buildings, structures, manufactured homes** and uses, and where a regulation overlaps with this Bylaw, the more restrictive provision applies.
2. **Permitted Principal Uses**
Only the following principal uses are permitted:
 - a) **Manufactured home park.**
3. **Permitted Secondary Uses**
Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 604.2 above:
 - a) **Accessory buildings and structures;**
 - b) **Single family dwelling.**
4. **Parcel Area**
Parcels to be created by subdivision must not be less than 3 acres.
5. **Parcel Area for New Parcels Created by Subdivision**
Parcels to be created by subdivision must not be less than 1.2 hectares.
6. **Dwelling Units**
Not more than one **single family dwelling** that is not a **manufactured home** may be located within a **manufactured home park**.
7. **Setbacks**
 - a) twenty five (25) feet from the **natural boundary** of a lake;
 - b) one hundred (100) feet from the **natural boundary** of any other natural water course or source of water but not including wells;
 - c) thirty-five (35) feet from provincial highways; and
 - d) twenty-five (25) feet from all parcel lines;
8. **Parking**
Off-street parking must be provided in accordance with Part 5 of this Bylaw.

605. Residential 4 Zone**R4**

The following provisions apply to lands in the Residential 4 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Single family dwelling.**

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 605.1 above:

- a) **Accessory buildings and structures;**
- b) **Agriculture**, subject to Section 605.8;
- c) **Bed and breakfast**, subject to Section 403;
- d) **Boarding use**, subject to Section 403;
- e) Home-based business, subject to Section 401;
- f) **Secondary Suite**, on **parcels** one hectare or greater in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 1 hectare.

4. Density

Maximum one **single family dwelling** and one **secondary suite** per **parcel**.

5. Setbacks

Minimum setbacks measured in metres:

Parcel Line	Buildings and structures	Storage sheds
Front	7.5	7.5
Exterior side	4.5	0.6
Interior side	3.0	0.6
Rear	7.5	0.6

6. Parcel Coverage

Maximum **parcel coverage** is 25%.

7. Height

- a) **Principal buildings** must not exceed 10 metres in **height**;
- b) **Accessory buildings and structures** must not exceed 5 metres in **height**.

8. Agricultural and Animal Restrictions

- a) No **intensive agriculture** is permitted;
- b) Animal density must not exceed 2.0 Animal Units (AU) per hectare of land, where:
 - (i) the table below contains Animal Unit equivalencies for a variety of typical farm

- animals;
- (ii) the 2.0 AU per hectare limit is the sum of all species kept on the land; and
 - (iii) where an animal is not specifically mentioned in the table, the Animal Unit equivalency is deemed to be that of the most similar animal listed in the table, based on species, then size.

Animal	AU	Animal	AU	Animal	AU
Ewe	0.14	Gilt	0.33	Turkeys, breeding	0.02
Yearling ewe	0.10	Bred gilt	0.33	Goose	0.02
Lamb ewe	0.07	Weaner pig (<18 kg)	0.10	Duck	0.015
Ram	0.14	Feeder pig (18-90 kg)	0.20	Horse	1
Yearling ram	0.10	Suckling pig	0.01	Foal, 1-2 years old	0.5
Lamb ram	0.07	Cow & calf	1	Pony	0.5
Nursing ram	0.05	2 yr. old cow/bull/steer	1	Llama	0.5
Feeder lamb	0.10	Yearling ox	0.67	Donkey	0.5
Breeding lamb	0.10	Calf	0.25	Goat	0.14
Sow	0.33	Bull	1	Mink	0.025
Boar 18-90 kg	0.20	Chicken	0.015	Rabbit	0.025
Boar >90 kg	0.33	Turkeys, raised	0.015		

9. **Parking**

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

606. Agricultural Resource 1 Zone**AGR1**

The following provisions apply to lands in the Agricultural Resource 1 Zone:

1. Permitted Principal Uses

Only the following uses are permitted:

- a) **Agriculture;**
- b) **Intensive agriculture;**
- c) **Single family dwelling.**

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 606.1 above:

- a) **Accessory buildings and structures;**
- b) **Agri-tourism;**
- c) **Bed and breakfast**, subject to Section 403;
- d) **Boarding use**, subject to Section 403;
- e) Home-based business, subject to Section 401;
- f) **Secondary Suite**, on **parcels** greater than 1.0 hectare in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 10 hectares.

4. Density

Maximum one **single family dwelling** and one **secondary suite** per **parcel**.

5. Setbacks

Minimum setbacks for **buildings and structures**:

- (a) for **parcels** less than 1 hectare in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 1.5 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.
- (b) for **parcels** 1 hectare or greater in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 3 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.
- (c) Notwithstanding anything to the contrary in this Bylaw, the minimum required setback for **buildings and structures** from the north side of Jasper Avenue must be 15 metres.

6. **Parcel Coverage**

Maximum <i>parcel coverage</i>	Commodity
35%	<i>Buildings</i> and <i>structures</i> other than greenhouses
75%	<i>Buildings</i> and <i>structures</i> including greenhouses

7. **Parking**

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

607. Agricultural Resource 2 Zone**AGR2**

The following provisions apply to lands in the Agricultural Resource 2 Zone:

1. Permitted Principal Uses

Only the following uses are permitted:

- a) **Agriculture;**
- b) **Intensive agriculture;**
- c) **Single family dwelling.**

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 607.1 above:

- a) **Accessory buildings and structures;**
- b) **Agri-tourism;**
- c) **Bed and breakfast**, subject to Section 403;
- d) **Boarding use**, subject to Section 403;
- e) Home-based business, Subject to Section 401;
- f) **Kennel;**
- g) **Secondary Suite**, on **parcels** greater than 1.0 hectare in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 10 hectares.

4. Density

Maximum one **single family dwelling** and one **secondary suite** per **parcel**.

5. Setbacks

Minimum setbacks for **buildings** and **structures**:

- (a) for **parcels** less than 1 hectare in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 1.5 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.
- (b) for **parcels** 1 hectare or greater in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 3 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.

6. Parcel Coverage

Maximum <i>parcel coverage</i>	Commodity
35%	<i>Buildings</i> and <i>structures</i> other than greenhouses
75%	<i>Buildings</i> and <i>structures</i> including greenhouses

7. Parking

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

608. Agricultural Resource 3 Zone**AGR3**

The following provisions apply to lands in the Agricultural Resource 3 Zone:

1. Permitted Principal Uses

Only the following uses are permitted:

- a) **Agriculture;**
- b) **Intensive agriculture;**
- c) **Single family dwelling.**

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 608.1 above:

- a) **Accessory buildings and structures;**
- b) **Agri-tourism;**
- c) **Bed and breakfast**, subject to Section 403;
- d) **Boarding use**, subject to Section 403;
- e) Home-based business, subject to Section 401;
- f) **Manufactured home** up to 9m in width for a member of the owners **immediate family**;
- g) **Secondary Suite**, on **parcels** greater than 1.0 hectare in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 10 hectares.

4. Density

Maximum one **single family dwelling**, one **secondary suite** and one **manufactured home** for a member of the owner's **immediate family** per **parcel**.

5. Setbacks

Minimum setbacks for **buildings** and **structures**:

- (a) for **parcels** less than 1 hectare in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 1.5 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.
- (b) for **parcels** 1 hectare or greater in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 3 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.

6. Parcel Coverage

Maximum <i>parcel coverage</i>	Commodity
35%	<i>Buildings</i> and <i>structures</i> other than greenhouses
75%	<i>Buildings</i> and <i>structures</i> including greenhouses

7. Parking

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

609. Agricultural Resource 4 Zone**AGR4**

The following provisions shall apply in the Agricultural Resource 4 Zone:

1. Permitted Principal Uses

Only the following uses are permitted:

- a) **Agriculture;**
- b) **Intensive agriculture;**
- c) **Single family dwelling.**

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 609.1 above:

- a) **Accessory buildings and structures;**
- b) **Agri-tourism;**
- c) **Bed and breakfast**, subject to Section 403;
- d) **Boarding use**, subject to Section 403;
- e) Home-based business, subject to Section 401;
- f) **Seasonal farm labour dwelling**, subject to Section 406;
- g) **Secondary Suite**, on **parcels** greater than 1.0 hectare in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 10 hectares.

4. Density

Maximum one **single family dwelling**, one **secondary suite**, and one **seasonal farm labour dwelling** per **parcel**.

5. Setbacks

Minimum setbacks for **buildings** and **structures**:

- (a) for **parcels** less than 1 hectare in area:
 - (i) 7.5m from a **front parcel line**;
 - (ii) 1.5m from an **interior side parcel line**;
 - (iii) 4.5m from an **exterior side parcel line**;
 - (iv) 4.5m from a **rear parcel line**.
- (b) for **parcels** 1 hectare or greater in area:
 - (i) 7.5m from a **front parcel line**;
 - (ii) 3m from an **interior side parcel line**;
 - (iii) 4.5m from an **exterior side parcel line**;
 - (iv) 4.5m from a **rear parcel line**.

6. **Parcel Coverage**

Maximum <i>parcel coverage</i>	Commodity
35%	Buildings and structures other than greenhouses
75%	Buildings and structures including greenhouses

7. **Parking**

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

610. Agricultural Resource 5 Zone**AGR5**

The following provisions apply to lands in the Agricultural Resource 5 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Agriculture**;
- b) **Golf courses**, but if in the ALR, then only if approved by the Agricultural Land Commission;
- c) **Intensive agriculture**;
- d) **Single family dwelling**.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 610.1 above:

- a) **Accessory buildings and structures**;
- b) **Agri-tourism**;
- c) **Bed and breakfast**, subject to Section 403;
- d) **Boarding use**, subject to Section 403;
- e) **Campground**, subject to Section 404, and if in the ALR may require approval by the Agricultural Land Commission;
- f) **Guest ranch**, subject to Section 405, and if in the ALR may require approval of the Agricultural Land Commission;
- g) Home-based business, subject to Section 401;
- h) **Secondary Suite**, on **parcels** greater than 1.0 hectare in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 20 hectares.

4. Density

Maximum one **single family dwelling** and one **secondary suite** per **parcel**.

5. Setbacks

Minimum setbacks for **buildings and structures**:

- (a) For **parcels** less than 1 hectare in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 1.5 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.
- (b) For **parcels** 1 hectare or greater in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 3 m from an **interior side parcel line**;

- (iii) 4.5 m from an ***exterior side parcel line***;
- (iv) 4.5 m from a ***rear parcel line***.

6. Parcel Coverage

Maximum <i>parcel coverage</i>	Commodity
35%	<i>Buildings</i> and <i>structures</i> other than greenhouses
75%	<i>Buildings</i> and <i>structures</i> including greenhouses

7. Parking

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

611. Rural Resource 1 Zone**RUR1**

The following provisions apply to lands in the Rural Resource 1 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Agriculture**;
- b) **Campground**, subject to Section 404;
- c) **Golf courses**;
- d) Conservation areas, ecological reserves, wildlife sanctuaries;
- e) **Interpretive centres**;
- f) Log home manufacturing;
- g) Portable shake, shingle and sawmills;
- h) Post and tie operations;
- i) **Resource Use**;
- j) **Single family dwelling**;
- k) Veterinary clinics excluding **kennels/animal shelters**.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 611.1 above:

- a) **Accessory buildings and structures**;
- b) **Bed and breakfast**, subject to Section 403;
- c) **Boarding use**, subject to Section 403;
- d) **Guest ranch**, Subject to Section 405;
- e) Home-based business, subject to Section 401;
- f) **Secondary Suite**, on **parcels** greater than 1.0 hectare in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 10 hectares.

4. Density

Maximum one **single family dwelling** and one **secondary suite** per **parcel**.

5. Setbacks

Minimum setbacks for **buildings and structures**:

- (a) for **parcels** less than 1 hectare in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 1.5 m from an **interior side parcel line**;

- (iii) 4.5 m from an **exterior side parcel line**;
- (iv) 4.5 m from a **rear parcel line**.

- (b) for **parcels** 1 hectare or greater in area minimum setback must not be less than 7.5 m from any **parcel** line.

6. Parcel Coverage

Maximum parcel coverage	Commodity
35%	Buildings and structures other than greenhouses
75%	Buildings and structures including greenhouses

7. Parking

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

612. Rural Resource 2 Zone**RUR2**

The following provisions apply to lands in the Rural Resource 2 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Agriculture**;
- b) **Campground**, subject to Section 404;
- c) **Golf courses**;
- d) Conservation areas, ecological reserves, wildlife sanctuaries;
- e) **Interpretive centres**;
- f) Log home manufacturing;
- g) Portable shake, shingle and sawmills;
- h) Post and tie operations;
- i) **Resource Use**;
- j) **Single family dwelling**;
- k) Veterinary clinics excluding **animal shelters**.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 612.1 above:

- a) **Accessory buildings and structures**;
- b) **Bed and breakfast**, subject to Section 403;
- c) **Boarding use**, subject to Section 403;
- d) **Guest ranch**, Subject to Section 405;
- e) Home-based business, subject to Section 401;
- f) **Kennel**;
- g) **Secondary Suite**, on **parcels** greater than 1.0 hectare in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 10 hectares.

4. Density

Maximum one **single family dwelling** and one **secondary suite** per **parcel**.

5. Setbacks

Minimum setbacks for **buildings** and **structures**:

- (a) for **parcels** less than 1 hectare in area:

- (i) 7.5 m from a **front parcel line**;
 - (ii) 1.5 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.
- (b) for **parcels** 1 hectare or greater in area minimum setback must not be less than 7.5 m from any **parcel** line.

6. Parcel Coverage

Maximum parcel coverage	Commodity
35%	Buildings and structures other than greenhouses
75%	Buildings and structures including greenhouses

7. Parking

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

613. Rural Resource 3 Zone**RUR3**

The following provisions apply to lands in the Rural Resource 3 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Agriculture**;
- b) **Campground**, subject to Section 404;
- c) Conservation areas, ecological reserves, wildlife sanctuaries;
- d) **Interpretive centres**;
- e) Log home manufacturing;
- f) Portable shake, shingle and sawmills;
- g) Post and tie operations;
- h) **Resource Use**.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 613.1 above:

- a) **Accessory buildings and structures**.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 20 hectares.

4. Setbacks

Minimum setbacks for **buildings** and **structures**:

- (a) for **parcels** less than 1 hectare in area:
 - (i) 7.5 m from a **front parcel line**;
 - (ii) 1.5 m from an **interior side parcel line**;
 - (iii) 4.5 m from an **exterior side parcel line**;
 - (iv) 4.5 m from a **rear parcel line**.
- (b) for **parcels** 1 hectare or greater in area minimum setback must not be less than 7.5m from any **parcel** line.

5. Parcel Coverage

Maximum parcel coverage	Commodity
35%	Buildings and structures other than greenhouses
75%	Buildings and structures including greenhouses

6. Parking

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

614. Drinking Water Resource Zone**DWR**

The following provisions apply to lands in the Drinking Water Resource Zone:

1. Permitted Principal Uses

Only the following *principal uses* are permitted:

- a) *Resource use*, excluding processing.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 614.1 above:

- a) *Accessory buildings* and *structures*.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 25 hectares.

4. Setbacks

Minimum setbacks measured in metres:

<i>Parcel</i> Line	<i>Buildings</i> and <i>structures</i>
<i>Front</i>	7.5
<i>Exterior side</i>	7.5
<i>Interior side</i>	7.5
<i>Rear</i>	7.5

In addition, *buildings* and *structures* must be setback a minimum of 30 metres from the *natural boundary* of any *watercourse*.

615. Commercial 1 Zone**C1**

The following provisions apply to lands in the Commercial 1 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) Agricultural product and farm machinery sales and service;
- b) Building supplies;
- c) **Campgrounds**, subject to Section 404;
- d) Eating and drinking establishments;
- e) Equipment sales, service and rentals;
- f) **Hotel**;
- g) Manufactured homes sales and service;
- h) **Motels**;
- i) Motor vehicle sales, service and rentals;
- j) **Offices**;
- k) **Passenger terminal**;
- l) **Recreational vehicle** sales and service;
- m) Retail stores;
- n) **Service Stations**.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 615.1 above:

- a) **Accessory Buildings and structures**;
- b) Warehousing;
- c) **Dwelling Unit**.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than:

- a) 4000 m² when connected to a **community water system**;
- b) 1 hectare when not connected to a **community water system**.

4. Density

Maximum one **dwelling unit** per **parcel**.

5. Setbacks

Minimum setbacks measured in metres:

<i>Parcel</i> Line	<i>Buildings and structures</i>
<i>Front</i>	7.5
<i>Exterior side</i>	4.5
<i>Interior side</i>	3.0
<i>Rear</i>	3.0

6. Parcel Coverage

Maximum ***parcel coverage***:

- a) 50% of the ***parcel area*** for ***parcels*** 5000 m² and less in area;
- b) 33% of the ***parcel area*** for ***parcels*** exceeding 5000 m² in area.

7. Parking and Loading

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

616. Commercial 2 Zone**C2**

The following provisions apply to lands in the Commercial 2 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Agriculture**;
- b) **Campground**, subject to Section 404;
- c) **Intensive Agriculture**;
- d) **Single family dwelling**.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a uses listed in subsection 616.1 above:

- a) **Accessory buildings and structures** ;
- b) **Convenience store** in conjunction with a **campground**;
- c) **Secondary Suite**, on **parcels** greater than 1.0 hectare in area, subject to Section 402.

3. Parcel Area for New Parcels Created by Subdivision

Parcels created by subdivision must not be less than 1 hectare.

4. Density

Maximum one **single family dwelling**, one **secondary suite** and one **convenience store** per **parcel**.

5. Setbacks

Minimum setbacks measured in metres:

Parcel Line	Buildings and structures
Front	7.5
Exterior side	7.5
Interior side	7.5
Rear	7.5

6. Parcel Coverage

Maximum **parcel coverage** is 10%.

7. Screening

Where a parcel in this zone with a **campground** abuts any Agricultural Resource Zone, the owner of the Commercial 2-zoned land must, along that entire portion of the common property line that is being utilised for a recreational commercial use, install either:

- a) a **solid screen** not less than 1.8 metres in **height**,
- b) a continuous evergreen hedge not less than 1 metre in **height** when planted, or

c) a combination of the above.

8. Parking

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

617. Industrial 1 Zone**IN1**

The following provisions apply to lands in the Industrial 1 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) Abrasives manufacturing and processing;
- b) Auction marts;
- c) Automobile and truck washes;
- d) Building supply and lumber yards;
- e) Contractors offices, shops and yards;
- f) ***Distribution facility***;
- g) Laundries, cleaners, dry cleaners;
- h) ***Light manufacturing***;
- i) Log home manufacturing;
- j) ***Passenger terminal***;
- k) ***Outdoor storage yards***, excluding land fill sites;
- l) Rental, repair, sales and servicing of vehicles, machinery and equipment including autobody repairs;
- m) Steel/metal fabricating and welding;
- n) Tire and wheel sales and repairs;
- o) ***Tradesperson Shop***;
- p) Warehouses and wholesale supplies.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 617.1 above:

- a) ***Accessory buildings and structures***;
- b) ***Dwelling Unit***;
- c) Sales ancillary to a permitted principal use.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 4,000 m².

4. Density

Maximum one ***dwelling unit*** per ***parcel***.

5. Setbacks

Minimum setbacks measured in metres:

Parcel Line	<i>Buildings and structures</i>
Front	7.5
Exterior side	7.5
Interior side	7.5
Rear	7.5

6. Parcel Coverage

Maximum **parcel coverage** is 40%.

7. Storage

Outdoor **storage** is not permitted within 7.5 metres of a **front parcel line** or an **exterior side parcel line**.

8. Screening

All **outdoor storage yards** must be wholly enclosed by a **solid screen** not less than 1.8 metres in **height**.

9. Parking and Loading

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

618. Industrial 2 Zone**IN2**

The following provisions apply to lands in the Industrial 2 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) Freight terminal.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 618.1 above:

- a) **Accessory buildings and structures;**
- b) **Dwelling unit;**
- c) Storage of fuel, not exceeding 2,000 litres.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 2 hectares.

4. Density

Maximum one **dwelling unit** per **parcel**.

5. Parcel Coverage

Maximum **parcel coverage** is 40%.

6. Setbacks

Minimum setbacks measured in metres:

Parcel Line	Buildings and structures
Front	7.5
Exterior side	7.5
Interior side	7.5
Rear	7.5

Notwithstanding anything to the contrary in this Bylaw, the minimum setback for **buildings and structures** adjacent to the railway right of way is 0 m.

7. Screening

- (a) A **solid screen** not less than 2.5 metres high, must be located adjacent to, but not more than 3 metres from, the north-westerly boundary of the Industrial 2 Zone, commencing at the south-western corner of Lot A, Plan 32930, D.L. 362, S.D.Y.D. and continuing along the north-westerly lot line for a distance of 100 metres.
- (b) A maximum of two swinging or sliding gates may be incorporated into the **solid screen**, but only if constructed of the same or a similar material to the remainder of the **solid screen**, and neither is more than 12 metres wide.

8. Parking and Loading

- (a) Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

- (b) In addition, the entire surface of any areas used for loading, parking, **storage** and manoeuvring of vehicles must be surfaced with clean gravel.

619. Industrial 3 Zone**IN3**

The following provisions apply to lands in the Industrial 3 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) Concrete plants;
- b) Crushing/screening facilities;
- c) Gravel washing;
- d) Storage of gravel, sand and similar materials.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 619.1 above:

- a) **Accessory buildings and structures;**
- b) **Dwelling unit.**

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 2 hectares.

4. Density

Maximum one **dwelling unit** per **parcel**.

5. Parcel Coverage

Maximum **parcel coverage** is 40%.

6. Setbacks

Minimum setbacks measured in metres:

Parcel Line	Buildings and structures
Front	7.5
Exterior side	7.5
Interior side	7.5
Rear	7.5

7. Screening

A **solid screen** not less than 1.8 metres in height, must be provided where a **parcel** is:

- being used for sand and gravel extraction, sorting, screening; or the manufacturing of concrete; and
- is adjacent to a **parcel** in the Residential 4 (R4) Zone, Agricultural Resource 1 (AGR1) Zone, or a **highway**.

8. Parking and Loading

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

620. Recreational Resource 1 Zone**REC1**

The following provisions apply to lands in the Recreational Resource 1 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Interpretive centre**;
- b) **Recreation facilities (indoor and outdoor)**;
- c) **Retreat camp**, subject to Section 404 and 620;
- d) Ski lifts and tows;
- e) **Ski lodge**.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 620.1 above:

- a) **Accessory buildings and structures**;
- b) Eating and drinking establishment;
- c) **Guest cabins**;
- d) Property maintenance facilities;
- e) **Dwelling unit**.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 2 hectares.

4. Density

Maximum one **dwelling unit** and six **guest cabins** per **parcel**.

5. Setbacks

Minimum setbacks measured in metres:

Parcel Line	Buildings and structures
Front	5
Exterior side	5
Interior side	5
Rear	5

6. Parcel Coverage

Maximum **parcel coverage** is 20%.

7. Parking

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

621. Recreational Resource 2 Zone**REC2**

The following provisions apply to lands in the Recreational Resource 2 Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Campground**, subject to Section 404;
- b) Downhill and Cross-country ski areas;
- c) **Outdoor recreation facilities**;
- d) Picnic sites;
- e) **Retreat camp**, subject to Section 404;
- f) Rodeo grounds and equestrian facilities;
- g) Ski lifts and tows.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 621.1 above:

- a) **Accessory buildings and structures**;
- b) **Dwelling unit**.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 20 hectares.

4. Density

Maximum one **dwelling unit** per **parcel**.

5. Parking

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

622. Conservation Zone**CONS**

The following provisions apply to lands in the Conservation Zone.

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) Conservation areas, ecological reserves, wildlife sanctuaries;
- b) Observation points.

2. Permitted Secondary Uses

Only the following secondary uses are permitted and only in conjunction with a use listed in subsection 622.1 above:

- a) ***Accessory buildings and structures.***

3. Setbacks

Minimum setbacks measured in metres:

<i>Parcel</i> Line	<i>Buildings and structures</i>
<i>Front</i>	7.5
<i>Exterior side</i>	7.5
<i>Interior side</i>	7.5
<i>Rear</i>	7.5

623. Parks Zone**P**

The following provisions apply to lands in the Parks Zone:

1. Permitted Principal Uses

Only the following *principal uses* are permitted:

- a) ***Agriculture***;
- b) Conservation areas, ecological reserves, wildlife sanctuaries;
- c) ***Passive recreation***;
- d) ***Single family dwelling***.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 623.1 above:

- a) ***Accessory buildings*** and ***structures***.

3. Dwelling Unit

Maximum one single family *dwelling* per *parcel*.

4. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 25 hectares.

5. Setbacks

Minimum setbacks measured in metres:

<i>Parcel</i> Line	<i>Buildings</i> and <i>structures</i>
<i>Front</i>	7.5
<i>Exterior side</i>	7.5
<i>Interior side</i>	7.5
<i>Rear</i>	7.5

6. Parking and Loading

Off-street parking must be provided in accordance with Part 5 of this Bylaw.

624. Rail Corridor Zone**RC**

The following provisions apply to lands in the Rail Corridor Zone.

1. Permitted Uses

The following uses only shall be permitted in the Rail Corridor Zone:

- a) Railways;
- b) Recreational trails and similar transportation corridors.

2. Permitted Secondary Uses

Only the following secondary uses are permitted and only in conjunction with a use listed in subsection 624.1 above:

- a) **Accessory buildings and structures.**

3. Setbacks

Minimum setbacks measured in metres:

Parcel Line	<i>Buildings and structures</i>
Front	4.5
Exterior side	4.5
Interior side	4.5
Rear	4.5

4. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than 100 hectares.

5. Height

Maximum 4.5 metres for **buildings** and **structures**.

6. Parking and Loading

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

625. Institutional and Community Facilities Zone**ICF**

The following provisions apply to lands in the Institutional and Community Facilities Zone:

1. Permitted Principal Uses

Only the following principal uses are permitted:

- a) **Agriculture**;
- b) Cemeteries and crematoriums;
- c) Clubs and lodges;
- d) **Community Care Facility**;
- e) Cultural facilities;
- f) Emergency services;
- g) Hospitals, personal care homes, and intermediate care homes;
- h) **Institutional use**;
- i) **Intensive Agriculture**, provided the land is in the Agricultural Land Reserve;
- j) Museum;
- k) Nurseries, kindergarten and day care centres;
- l) Post offices;
- m) Tourist offices.

2. Permitted Secondary Uses

Only the following secondary uses are permitted, and only in conjunction with a use listed in subsection 625.1 above:

- a) **Accessory buildings and structures**;
- b) **Campground**, as a secondary use to a museum;
- c) Manse, as a secondary use to a religious institution.

3. Parcel Area for New Parcels Created by Subdivision

Parcels to be created by subdivision must not be less than:

- a) 2000 m² if connected to **community water system**;
- b) 1 hectare if not connected to **community water system**.

4. Density

Maximum of 40 units per hectare may be located on a **parcel** used for accommodation of residents in a **community care facility**.

5. Setbacks

Minimum setbacks measured in metres:

Parcel Line	Buildings and structures
Front	7.5

<i>Exterior side</i>	4.5
<i>Interior side</i>	3
<i>Rear</i>	3

6. Parcel Coverage

Maximum ***parcel coverage*** is 30%.

7. Parking

Off-street parking and loading facilities must be provided in accordance with Part 5 of this Bylaw.

Introduced this 23rd day of May, 2019.

Read a First and Second Time this 23rd day of May, 2019.

Public Hearing held on this 8th day of July, 2019 .

Read a Third Time this 25th day of July, 2019 .

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1675, cited as "Regional District of Kootenay Boundary Electoral Area 'D'/Rural Grand Forks Zoning No. 1675" as read a third time by the Regional District of Kootenay Boundary Board of Directors this day of 2019.

Manager of Corporate Administration

Approved by the Ministry of Transportation and Infrastructure Approving Officer this day of 2019.

Approving Officer

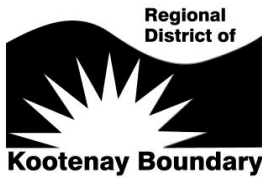
Reconsidered and Finally Adopted the day of 2019.

Manager of Corporate Administration

Chair

I, Theresa Lenardon, Manager of Corporate Administration, of the Regional District of Kootenay Boundary certify that this is a true and correct copy of Bylaw No. 1675 cited as "Regional District of Kootenay Boundary Electoral Area 'D'/Rural Grand Forks Zoning Bylaw No. 1675, 2019".

Manager of Corporate Administration



STAFF REPORT

RE:	Bylaw Enforcement Update: 9175 and 9385 Granby Road		
Date:	July 25, 2019	File #:	D-1357-04740.130
To:	Chair Russell and members of the Board of Directors		
From:	Donna Dean, Manager of Planning and Development		

Issue Introduction

The purpose of this report is to provide an update to the status of bylaw enforcement for the subject properties located at 9175 and 9385 Granby Road. This is a follow up to the report presented on April 24, 2019.

History / Background information

The subject properties are legally described as:

- Lot A, Plan KAP34983, District Lot 1357, SDYD, Except Plan EPP78404, & DL 1359 1738 2007
- Lot 1, Plan EPP78404, District Lot 1357 & 1359, SDYD

Consent Order

A Consent Order and cover letter from our lawyer were forwarded to the owners of the subject properties on July 16, 2019. The letter states that we would like to work cooperatively with the owner to achieve compliance with the Electoral Area D/Rural Grand Forks zoning bylaw and the 2011 court order. Our lawyer requested the owners to:

- Sign the consent order by August 16, 2019;
- Have any tenants, subtenant or occupier of the property to vacate the property effective November 1, 2019 and
- Remove all the dwelling units, except those permitted, by April 1, 2020.

Recommendation

That the report titled 'Bylaw Enforcement Update for 9175 and 9385 Granby Roads – July 25, 2019' be received.

From: Carrie G. Gaines
Sent: Tuesday, July 2, 2019 11:36 AM
To: warfield@shawlink.ca; warfieldadmin@shawlink.ca
Cc: Tim Mahoney <tjm@irm.com>; Mit-Z Gatmaitan <mvg@irm.com>; Colleen A. O'Neill <caon@irm.com>; W. P. O'Neill <wpon@irm.com>; Waseem Saeed <Waseem.Saeed@teck.com>; Deane Richard TRAIL <Richard.Deane@teck.com>; Vanelli Worosz Carol TRAIL <Carol.VanelliWorosz@teck.com>
Subject: RE: Meeting Request: Sulphuric Acid Trucking

Dear Mayor Langman, Ms. Patridge, and Mr. Wescott,

We would like to move forward with scheduling a meeting with you to discuss resumption of sulphuric acid trucking services direct to customers. We are hoping to schedule meetings on July 31 or August 1. Could you please advise your availability for a one hour meeting on those dates to discuss our process to ensure safety and answer any questions you may have?

We appreciate your time and response.

Thank you,

Carrie Gaines

Manager Sulphuric Acid

International Raw Materials Ltd.

360-719-0222

From: Carrie G. Gaines
Sent: Tuesday, June 25, 2019 10:10 AM
To: warfield@shawlink.ca; warfieldadmin@shawlink.ca
Cc: Timothy Mahoney (tjm@irm.com) <tjm@irm.com>; Mit-Z Gatmaitan <MVG@irm.com>; Colleen A. O'Neill <caon@irm.com>; W. P. O'Neill <WPON@irm.com>; Saeed Waseem TRAIL <Waseem.Saeed@teck.com>; Deane Richard TRAIL <Richard.Deane@teck.com>; Vanelli Worosz Carol TRAIL <Carol.VanelliWorosz@teck.com>
Subject: RE: Meeting Request: Sulphuric Acid Trucking

Greetings,

We are going to cancel the proposed meetings for this week as we were not able to confirm a sufficient number of meetings. We will be recalibrating to schedule meetings later in July, and will reach out with dates shortly.

Thank you,

Carrie Gaines

Manager Sulphuric Acid

International Raw Materials Ltd.

360-719-0222

From: Carrie G. Gaines

Sent: Friday, June 21, 2019 11:00 AM

To: warfield@shawlink.ca; warfieldadmin@shawlink.ca

Cc: Timothy Mahoney (tjm@irm.com) <tjm@irm.com>; Mit-Z Gatmaitan <MVG@irm.com>; Colleen A. O'Neill <caon@irm.com>; W. P. O'Neill <WPON@irm.com>; Saeed Waseem TRAIL <Waseem.Saeed@teck.com>; Deane Richard TRAIL <Richard.Deane@teck.com>; Vanelli Worosz Carol TRAIL <Carol.VanelliWorosz@teck.com>

Subject: Meeting Request: Sulphuric Acid Trucking

Dear Mayor Langman, Ms. Patridge, and Mr. Wescott,

We are now well past 1 year from the unfortunate incidents involving Sulphuric Acid spilled in Trail BC.

The IRM and Teck teams have worked extensively to address the issues along the supply chain to ensure that no additional incidents occur. We have been successfully operating the Quirk transload now for over 7 months and are confident we have the right team in place.

Our next initiative is to resume trucking from the Teck plant directly to customers in the US and Canada. We would like to visit with you personally to discuss this process and ensure any questions are answered.

We would like to request an hour of your time next Thursday afternoon June 27th or any time Friday June 28th for a meeting.

Please let us know at your soonest convenience if this schedule is possible.

Thank you,

Carrie Gaines

Manager Sulphuric Acid

International Raw Materials Ltd.

360-719-0222

