

Board of Directors

Thursday, April 16, 2020 1:00 pm

RDKB Board Room

Via Zoom Online Video Conferencing

AGENDA

1. Call to Order

2. Land Acknowledgement

2.a) We acknowledge and appreciate that the land on which we gather is the converging, traditional and unceded territory of the Syilx, Secwepemc, Sinixt and Ktunaxa Peoples as well as the Metis Peoples whose footsteps have also marked these lands.

3. <u>Consideration of the Agenda (additions/deletions)</u>

3.a) The agenda for the Regional District of Kootenay Boundary Board of Directors meeting of April 16, 2020 is presented.

Recommendation: Corporate Vote Unweighted

That the agenda for the Regional District of Kootenay Boundary Board of Directors meeting of April 16, 2020 be adopted as presented.

4. **Draft Minutes**

4.a) The draft minutes of the Regional District of Kootenay Boundary Board of Directors meeting held March 31, 2020 are presented.

<u>Minutes-Board of Directors-31 Mar-BoD Ap 16 20 - Pdf</u>

Recommendation: Corporate Vote Unweighted

That the draft minutes of the Regional District of Kootenay Boundary Board of Directors meeting held March 31, 2020 be adopted as presented.

5. Delegation(s)

5.a) Dan Ashman, Dealer Principal, AM Ford Trail
Re: United Way and A. M. Ford-Trail Partnership
Request for Funding-Transportation and Delivery Services
During COVID-19 Pandemic

A request for funding to support a partnership between the United Way and AM Ford Trail for delivery and transportation services throughout the RDKB during COVID-19 is presented.

Request for Funding-United Way AMFord-COVID19

Delivery&Transportation-BoD Ap 16 20

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors receive the request for funding to support the United Way and AM Ford Trail proposal for delivery and transportation services throughout the RDKB during COVID-19. **FURTHER** direction at the discretion of the Board.

6. <u>Unfinished Business</u>

6.a) Appointment - Christina Lake Parks and Recreation Commission

Add Donna Wylchinski to the Commission.

Recommendation: Corporate Vote Unweighted

That Donna Wylchinski be added to the Christina Lake Parks and Recreation Commission as a voting member.

6.b) C. Marsh & M. Stephens, Emergency Program Managers Re: Verbal Update on RDKB COVID-19 Pandemic Response & Freshet Response Planning

Director Worley, Emergency Preparedness Liaison

An update on the RDKB's response to the COVID-19 pandemic and freshet response planning is presented.

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors receive the verbal update on the COVID-19 pandemic and freshet response planning as presented by Chris Marsh and Mark Stephens, Emergency Program Managers on April 16, 2020.

6.c) Wage Continuation-COVID-19 Pandemic Policy

Director Cacchioni, Finance Liaison

To be revisited each Board meeting to report on the impacts of the Policy.

6.d) F. Phillips, Senior Energy Specialist Re: BC Utilities' Electricity Conservation Incentive

Director Russell, Environmental Services Liaison

A Staff Report from Freya Phillips, Senior Energy Specialist regarding BC Utilities' electricity conservation incentives is presented.

Staff Report - BC Utilities' Electricity Conservation Incentives - Board - April 16 2020 - Pdf

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors receive the staff report titled *BC Utilities' Electricity Conservation Incentives* as presented to the Board on April 16, 2020 with no further action to be taken.

7. <u>Communications-RDKB Corporate Communications Officer</u>

7.a) A Corporate Communications report will be presented at a future meeting.

8. Communications-Information Only

8.a) Cannabis Licensing Branch - Jan. 14/20 Re: Reply to RDKB Concerns-Sidley Mountain Road, Electoral Area E/West Boundary

Regarding activities related to site clearing, ploughing, damaged watercourses and Notice of Intent to become Licensed Cannabis Producer.

Reply from Health Canada-Re Naturo Group Bevcanna-BoD Ap 16 20

8.b) Kenneth R. Peel, Lawyer (March 27/20)

Re: Notification of Kettle Falls International Railway Intent to Cease Operation of All Lines in Canada

Notification of Kettle Falls International Railway Intent to Discontinue Operation of All Lines in Canada

Recommendation: Corporate Vote Unweighted

That agenda items 8.a) - 8.b) be received and further direction at the discretion of the Board.

9. Reports

9.a) Monthly Cheque Register Summary

The Monthly Cheque Register Summary (March 2020) will be presented at a future meeting.

9.b) RDKB Committee Minutes

Minutes of RDKB Committee Meetings as adopted by the respective Committees are presented.

Utilities Committee (Feb. 12/20) and Boundary Community Development Committee (March 4/20).

<u>Minutes - 04 Mar 2020 -BCDC - BoD Ap 16 20 Pdf</u> Minutes-Utilities Committee - 12 Feb 2020-BoD Ap 16 20 - Pdf

Recommendation: Corporate Vote Unweighted

That the minutes of the Utilities Committee and the Boundary Community Development Committee meetings held February 12 and March 4, 2020 respectively be received.

9.c) Recreation Commission Minutes

Minutes of the Christina Lake Parks and Recreation Commission meeting and the Grand Forks and District Recreation Commission meeting will be presented at a future Board meeting.

9.d) Draft Advisory Planning Commission (APC) MinutesDraft APC minutes will be presented at the next Board meeting.

10. Committee Recommendations to Board of Directors

10.a) Recommendations to the Board from the RDKB Committees will be presented at the next meeting.

11. New Business

11.a) Discussion Item-Director Grieve

Re: Send Letter to Katrine Conroy, MLA, Kootenay West and Minister of Family and Children Development Cost of Rural Health Care

Board Discussion-Cost of Health Care in Rural Areas-BoD A 16 20

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves sending a letter to Katrine Conroy, MLA Kootenay South and Minister Responsible for Family and Children Development, sharing the Board's concerns on the cost of health care in rural areas and requesting that these concerns be brought to the attention of Minister Dix, Ministry of Health. **FURTHER** that this matter be included on the agenda for the next Education and Advocacy

Committee meeting for discussion as one of the requests for Minister Meetings at the 2020 UBCM Convention.

11.b) J. Dougall, General Manager of Environmental Services Re: Organics Diversion Expansion Project-Grand Forks Contract Award

Director Russell, Environmental Services Liaison

A staff report from Janine Dougall, General Manager of Environmental Services regarding the results from the procurement process for engineering services associated with the Organics Diversion Expansion Project-Grand Forks is presented.

Staff Report - Organics Expansion Project Grand Forks - Engineering Services Contract Award - Board - April 16'20

RFP-Organics Infrastructrue Expansion-Grand Forks-Final RFP - Organics Infrastructure Expansion-Grand Forks-Addendum 1 (Mar11'20)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors award the Contract for Engineering Services associated with the RDKB Organics Diversion Expansion Project-Grand Forks to Tetra Tech Canada Inc., for a value not to exceed \$231,000 (excluding GST) with all work associated with the Project to be completed in full by March 31, 2022. **FURTHER** that the Board approve the RDKB authorized signatories to sign and execute the Contract.

11.c) G. Denkovski, Manager of Infrastructure and Sustainability Re: Essential Services Mutual Aid Agreement RDKB Boundary and East End Local Governments

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding essential services mutual aid agreement for the RDKB Boundary and East End local governments is presented.

Staff Report - Mutual Aid Agreements Water and Wastewater
Boundary and East End - Board - April 16 2020 - Pdf

Recommendation: Corporate Vote Unweighted

That the Regional District Board of Directors approves the Essential Services Mutual Aid Agreements with the Member Municipalities. **FURTHER** that the Board approves the RDKB authorized signatories to sign and enter into the agreements, with minor additions and omissions, with the RDKB Boundary and East End Local Governments.

11.d) G. Denkovski, Manager of Infrastructure and Sustainability Re: Application for Gas Tax Funding- Rock Creek & Boundary Fair Association - Electoral Area 'E'/West Boundary

An application for the disbursement of Electoral Area 'E'/West Boundary Gas Tax funds to the Rock Creek & Boundary Fair Association is presented.

RCFair Structure Gas Tax Application 2020

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the Gas Tax application submitted by the Rock Creek & Boundary Fair Association and the allocation of Gas Tax funding for \$21,414.17 from Electoral Area 'E'/West Boundary for the costs associated with the construction of a multipurpose structure at the fair grounds. **FURTHER** that the Board approves the RDKB authorized signatories to sign and enter into the agreement.

11.e) B. Ihlen, General Manager of Finance Re: Shift in Assessment (Waneta Dam) and Impacts to Electoral Area A Services

A staff report from Barb Ihlen, General Manager of Finance regarding the 2020 tax requisition update and required budget amendment is presented.

<u>Staff Report-Amend Financial Plan-Requisition Update-AssessChanges-Budget -BoD Ap 16 20</u>

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the 2020-2024 Five Year Finance Plan Amendment as follows:

A reduction in tax requisition for Service 003-Grant in Aid of \$5,716 and

A reduction in tax requisition for Service 080-Mosquito Control of \$876. **FURTHER** that RDKB Five Year Financial Plan Bylaw No. 1735, 2020 be amended accordingly.

11.f) D. Dean, Manager of Planning and Development Re: Appointment of the RDKB Bylaw Enforcement Officer

A staff report from Donna Dean, Manager of Planning and Development regarding the appointment of Brandy Rafuse as the RDKB Bylaw Enforcement Officer is presented.

Staff Report-Appnt of RDKB Bylaw Enforcement Officer-B. Rafuse-BoD Ap 16 20

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors appoint Brandy Rafuse as a Bylaw Enforcement Officer for the Regional District of Kootenay Boundary as per the staff report titled *Bylaw Enforcement Officer Appointment* presented to the Board on April 16, 2020.

11.g) Grants in Aid - as of April 9, 2020:

Grants in Aid-Board-April 16 2020

Recommendation: Stakeholder Vote (Electoral Area Directors) Weighted

That the following grants-in-aid be approved:

- 1. United Way of Trail & District Local Food Banks Beaver Valley (Area 'A'-Fruitvale-Montrose) Electoral Area 'A' \$2,500
- 2. Kate's Kitchen-The Salvation Army Trail Hampers and Daily Lunches Electoral Area 'B'/Lower Columbia-Old Glory \$1,000
- 3. United Way of Trail & District for the Trail United Church Food Bank and Rossland Food Bank Electoral Area 'B'/Lower Columbia-Old Glory \$1,500
- 4. Grand Forks Farmers Market BC Farmers Market Nutrition Coupon Program – Electoral Area 'C'/Christina Lake - \$2,000
- 5. Boundary Museum Society Strategic Planning Project Electoral Area 'D'/Rural Grand Forks \$5,000
- 6. Grand Forks Farmers Market BC Farmers Market Nutrition Coupon Program – Electoral Area 'D'/Rural Grand Forks - \$5,000
- 7. Rock Creek Community Medical Society Medical Centre Washer/Dryer Electoral Area 'E'/West Boundary \$1,642.02

12. Board Appointments Updates

12.a) The Board Appointments updates 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)-Directors Worley & Langman

Columbia Basin Regional Advisory Committee (CBRAC)-Director Worley & Goran Denkovski, Manager of Infrastructure & Sustainability

West Kootenay Regional Transit Committee (Directors Cacchioni & Worley, Alternate Director Parkinson)

Rural Development Institute-Director Worley

Chair's Update-Chair Langman

13. Bylaws

- 13.a) There are no Bylaws to consider.
- 14. <u>Late (Emergent) Items</u>
- 15. <u>Discussion of Items for Future Meetings</u>
- 16. Question Period for Public and Media
- 17. Closed Meeting
- 18. Adjournment



Board of Directors

Minutes Tuesday, March 31, 2020 Trail, BC - RDKB Boardroom Zoom Meeting

Board Members Present:

Director Diane Langman, Chair

Director G. McGregor, Vice-Chair

Director A. Grieve

Director L. Worley

Director R. Russell

Director V. Gee

Director S. Morissette

Director M. Walsh

Director R. Cacchioni

Director A. Morel

Director G. Shaw

Director R. Dunsdon

Director C. Korolek

Staff Present:

- M. Andison, Chief Administrative Officer
- M. Forster, Executive Assistant/Recording Secretary
- J. Chandler, GM of Operations/Deputy Chief Administrative Officer
- B. Ihlen, GM of Finance
- J. Dougall, GM of Environmental Services
- T. Lenardon, Manager of Corporate Administration
- M. Stephens, Interim Manager of Emergency Programs
- D. Derby, Regional Fire Chief
- C. Marsh, Recovery Manager, Boundary Flood Recovery
- F. Maika, Corporate Communications Officer
- D. Green, IT Manager
- D. Dean, Manager of Planning and Development
- G. Denkovski, Manager of Infrastructure and Sustainability

Page 1 of 19 Board of Directors March 31, 2020 T. and J. Thies, Development Variance Permit R. and B. Plant, Development Variance Permit

1. <u>Call to Order</u>

The Chair called the meeting to order at 1:03 pm.

2. <u>Land Acknowledgement</u>

2.a) We acknowledge and appreciate that the land on which we gather is the converging, traditional and unceded territory of the Syilx, Secwepemc, Sinixt and Ktunaxa Peoples, as well as the Metis Peoples whose footsteps have also marked these lands.

3. <u>Consideration of the Agenda (additions/deletions)</u>

3.a) The agenda for the Regional District of Kootenay Boundary Board of Directors meeting of March 31, 2020 was presented.

The agenda was amended with the addition of a discussion on the impact on communities during the pandemic.

138-20 Moved: Director Cacchioni Seconded: Director Morissette

Corporate Vote Unweighted

That the agenda for the Regional District of Kootenay Boundary Board of Directors meeting of March 31, 2020 be adopted as amended.

Carried.

4. Draft Minutes

4.a) The draft minutes of the Regional District of Kootenay Boundary Board of Directors meeting held March 11, 2020 were presented.

The draft March 11, 2020 minutes were revised to reflect more accurately the discussion around BC Timber Sales and FLNRORD on item 14d:

Director Gee spoke to the February 27th amending motion, which was put forth due to concerns around the size of the proposed cut blocks and directed staff to forward concerns to the Minister of Forests, Lands, Natural Resource

Page 2 of 19 Board of Directors March 31, 2020 Operations and Rural Development. She advised that since then, BC Timber Sales has explained that this referral for Operating Plan 15, as discussed by the Board on February 27th, is not the final cut block and she discussed withdrawing this motion.

After reviewing this matter further with the Board, Director Gee agreed that concerns about the cut blocks should be sent to the Ministry, therefore resolution 113-20 from February 27, 2020 should not change.

139-20 Moved: Director Walsh Seconded: Director Shaw

Corporate Vote Unweighted

That the draft minutes of the Regional District of Kootenay Boundary Board of Directors meeting held March 11, 2020 be adopted as amended.

Carried.

5. Presenter

5.a) M. McConnachie, RDKB Representative Columbia Basin Trust **Board of Directors** Re: 2020 First Quarter Report

Mr. McConnachie was not in attendance for the meeting.

Agenda Items-Remote Meeting Attendance

6.a) C. Scott, Planner

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

A staff report from Corey Scott, Planner regarding an application for a development variance permit from Summer Magic Estate Corp. for the construction of a small addition on a cabin in Electoral Area C/Christina Lake was presented.

Terry and Julie Thies, applicants and Ralph and Beth Plant, neighbouring property-owners attended the meeting by Zoom. Mr. and Mrs. Thies were provided with an opportunity to speak to the application, and it was;

140-20

Moved: Director McGregor Seconded: Director Worley

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Stakeholder Vote (Electoral Area Directors) Unweighted

That the Development Variance Permit application submitted by Summer Magic Estate Corp., to allow for a reduction in the required setback from the natural boundary of Christina Lake from 7.5m to 2.69m, a variance of 4.81m, to construct a 26m² addition on the existing cabin on the property legally described as Lot A, DL 1181s, SDYD, Plan 28414, Electoral Area C/Christina Lake, be approved.

Carried.

(Directors Gee and Morel opposed.)

7. <u>Unfinished Business</u>

7.a) There was no unfinished business.

8. <u>Communications-RDKB Corporate Communications Officer</u>

8.a) F. Maika, Corporate Communications Officer Re: Communications and Engagement Update

A staff report from Frances Maika, Corporate Communications Officer presenting a communications and engagement update.

F. Maika provided an update on current work being done at the EOC in regards to the COVID-19 pandemic. She also provided an update on the work currently being done by D. Green, IT Manager, on moving the Zoom meetings to a webinar platform. She was also seeking a decision on what type of on-line engagement process or digital platform that the RDKB would follow by using the CBT-CIP as an example. It was suggested that the simplest method be used for public engagement for the CBT-CIP process.

Discussion ensued and concerns were expressed that some applicants in the CBT-CIP process would have difficulties with connectivity and completing applications on-line.

141-20 Moved: Director Grieve Seconded: Director Walsh

Corporate Vote Unweighted

That the staff report from Frances Maika, Corporate Communications Officer, regarding Communications during the Coronavirus (COVID-19) Pandemic and Website Redesign Project, as presented to the Regional District of Kootenay Boundary Board of Directors on March 31, 2020, be received.

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Carried.

142-20 Moved: Director Grieve Seconded: Director Walsh

Corporate Vote Unweighted

That the RDKB's public meetings for the CBT-CIP process be held by teleconference.

Carried.

143-20 Moved: Director Russell Seconded: Director Cacchioni

Corporate Vote Unweighted

That the RDKB Board of Directors request that staff amend the RDKB Procedure Bylaw No. 1616 to allow the option of recording Board meetings.

Carried.

9. <u>Communications-Information Only</u>

9.a) There are no Communications (information only) items to consider.

10. Reports

10.a) Monthly Cheque Register Summary

Director Cacchioni, Finance Liaison

The monthly Cheque Register Summary for the month of February 2020 was presented.

144-20 Moved: Director Cacchioni Seconded: Director Morel

Corporate Vote Unweighted

That the Cheque Register Summary for the month of February 2020 for \$756,706.16 be received.

Carried.

10.b) RDKB Committee Minutes

Page 5 of 19 Board of Directors March 31, 2020 Minutes of RDKB Committee Meetings as adopted by the respective Committees are presented.

- Solid Waste Management Plan Steering and Monitoring Committee (Nov. 14/19)
- Education and Advocacy Committee (Jan. 15/20)
- East End Services Committee (Feb. 18/20)

145-20 Moved: Director Cacchioni Seconded: Director Korolek

Corporate Vote Unweighted

That the minutes of the Solid Waste Management Plan Steering and Monitoring Committee (Nov. 19/19), Education and Advocacy Committee (Jan. 15/20) and the East End Services Committee (Feb. 18/20) be received.

Carried.

10.c) Recreation Commission Minutes

Minutes of the Grand Forks and District and the Christina Lake Recreation Commission meetings will be provided once the meetings resume their regular meeting schedule.

10.d) Draft Advisory Planning Commission (APC) Minutes

- Electoral Area B/Lower Columbia-Old Glory (March 2/20)
- Electoral Area E/West Boundary (March 2/20)
- Electoral Area E/West Boundary-Big White (March 3/20)
- Electoral Area D/Grand Forks (March 5/20)
- Electoral Area C/Christina Lake (March 3/20)

146-20 Moved: Director Director Worley Seconded: Director McGregor

Corporate Vote Unweighted

That the following draft minutes of the Electoral Area Advisory Planning Commission meetings be received: Area B/Lower Columbia-Old Glory (March 2), Electoral Area E/West Boundary (March 2), Electoral Area E/West Boundary-Big White (March 3/20), Electoral Area D/Grand Forks (March 5/20) and Electoral Area C/Christina Lake (March 3/20).

Carried.

11. Committee Recommendations to Board of Directors

Page 6 of 19 Board of Directors March 31, 2020 **11.a)** Recommendations to the Board of Directors referred by the respective RDKB Committees are presented for consideration.

There were no recommendations from the RDKB Committee meetings that were held during March 2020, and which would require Board approval.

12. New Business

12.a) D. Derby, Regional Fire Chief

C. Marsh, Recovery Manager

M. Stephens, Interim Manager of Emergency Programs

Re: Update on RDKB COVID-19 Pandemic Response & Freshet Response Planning

D. Derby provided a version of the Corporate Pandemic Response Plan that was put in place as a result of the COVID-19 Pandemic. Discussion ensued on the contents of the plan. Concerns were raised on communication issues and that the plan contained too much detail. Discussion also ensued on the format of the plan and whether it would be better presented as an internal corporate document or policy. Questions were also raised around the responsibilities of first responders during the pandemic.

M. Stephens provided the Directors with an update on EOC matters and current activities. The Directors were informed that EOC has been activated to Level 2 to deal with COVID-19 and to engage in pre-planning ahead of the 2020 freshet. He also gave an overview of the steps the RDKB is taking during the pandemic. Discussion ensued on many issues. Concerns were raised on the closing of RDKB public facilities, closure of some public trails in the area, communications to campgrounds on social distancing, food shortages. Director Russell requested that any EOC messaging be shared with the Directors.

C. Marsh provided the Directors with an update on freshet preparations. EOC is actively monitoring both the 2020 freshet season and COVID-19. Discussion ensued on accommodators in the area and being available to provide accommodations during the freshet, if required. Staff is communicating with accommodators. Directors also requested that messaging be sent to communities advising that the RDKB is addressing these issues and also promoting self preparedness.

147-20 Moved: Director Cacchioni Seconded: Director Walsh

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Corporate Vote Unweighted

That the RDKB Board of Directors receive the Corporate Pandemic Response Plan.

Carried.

12.b)J. Dougall, General Manager of Environmental Services Re: Verbal Update-Solid Waste Management Services

J. Dougall provided an update on solid waste operations and impacts at facilities. The Board was informed of changes to hours of operation at some sites in the Boundary, primarily due to staff shortages. Grand Forks and Trail bottle depots have closed operations. Residents are being encouraged to use curbside pick up.

She also reminded the Directors of previous direction to increase tipping fees for household organics and source-separated organics beginning May 1. She requested direction from the Directors regarding the implementation plan to increase tipping fees and the associated time line. Discussion ensued, and it was,

148-20 Moved: Director Cacchioni Seconded: Director Grieve

That the RDKB Board of Directors direct staff to begin a review of tipping fees at the end of August 2020 with a proposed date of October 1, 2020 for implementation of increasing tipping fees.

Carried.

12.c) C. Scott, Planner

Re: BC Timber Sales (BCTS) Referral-Electoral Area B/Lower Columbia-Old Glory

A staff report from Corey Scott, Planner regarding a referral from BC Timber Sales (BCTS) and providing an opportunity to provide comments on their logging plans in Electoral Area B/Lower Columbia-Old Glory was presented.

149-20 Moved: Director Worley Seconded: Director Grieve

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 (BCTS)

Page 8 of 19 Board of Directors March 31, 2020 Operating Plan 20", as presented to the Board on March 313, 2020, to BC Timber Sales for consideration.

Carried.

12.d) C. Scott, Planner

Re: FrontCounter BC Referral for Trail Maintenance on Crown Land-Electoral

A staff report from Corey Scott, Planner regarding a FrontCounter BC application, on behalf of the Grand Forks ATV Club, for an authorization under Section 57 of the Forest and *Range Practices Act* (FRPA) to rehabilitate and maintain a trail on Crown land, and to legally designate the trail under Section 56 of the *Act* was presented.

150-20 Moved: Director Russell Seconded: Director McGregor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors directs staff to forward this staff report, "FrontCounter BC Referral – Crown Land Section 56 and 57 Authorization under the Forest and Range Practices Act", as presented to the Board on March 31, 2020 and which includes comments from the Electoral Area D/Rural Grand Forks Advisory Planning Commission to Front Counter BC for consideration.

Carried.

12.e) C. Scott, Planner

Re: Application for Subdivision in Agricultural Land Commission Electoral Area D/Rural Grand Forks

A staff report from Corey Scott, Planner regarding a referral from the Agricultural Land Commission (ALC) for an application to subdivide land within the Agricultural Land Reserve (ALR) in Electoral Area D/Rural Grand Forks was presented.

151-20 Moved: Director Russell Seconded: Director Grieve

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to forward, with a recommendation of support, the application to the Agricultural Land Commission for the proposed subdivision submitted by

Page 9 of 19 Board of Directors March 31, 2020 Theresa Carson as presented to the Board on March 31, 2020, for the property legally described as DL 1624, SDYD, Electoral Area D/Rural Grand Forks.

Carried.

12.f) C. Scott, Planner

Re: Application for Subdivision-City of Rossland

A staff report from Corey Scott, Planner regarding a referral from the City of Rossland requesting Regional District comments for a subdivision application was presented.

152-20 Moved: Director McGregor Seconded: Director Morel

Corporate Vote Unweighted

That the staff report regarding the City of Rossland subdivision referral 3320.20/07-2019, presented to the Board on March 31, 2020, for Phase 3 of the Caldera subdivision, on the parcels legally described as Parcel A (See 21298I) Sublot 24 Township 28 Kootenay District, Plan X60 Except (1) Part lying west of a line parallel to and 10 chains distant from the westerly; (2) Parts included in Plans 5102, R299, NEP19698, NEP88960, EPP84688 AND EPP88603, be received. **FURTHER** that the Board directs staff to advise the City of Rossland that the Regional District of Kootenay Boundary's interests are unaffected by the proposed subdivision.

Carried.

12.g) D. Dean, Manager of Planning and Development Re: Bylaw Enforcement Officer Position

A staff report from Donna Dean, Manager of Planning and Development regarding approval from the Board of Directors to appoint the Bylaw Enforcement Officer position to enforce our regulatory bylaws was presented.

153-20 Moved: Director McGregor Seconded: Director Grieve

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Board of Directors appoints the Bylaw Enforcement Officer position the ability to enforce the following regulatory bylaws, that may be amended from time to time, effective March 31, 2020: Electoral Area 'A' Zoning Bylaw No. 1460, 2014; Electoral Area 'B' Zoning Bylaw No. 1540, 2015; Electoral Area 'C' Zoning Bylaw No. 1300, 2007; Electoral Area 'D'/Rural Grand Forks Zoning Bylaw No. 1675, 2019;

Page 10 of 19 Board of Directors March 31, 2020 Electoral Area 'E'/ Big White Ski Resort Zoning Bylaw No. 1166, 2001; Electoral Area 'E'/Mount Baldy Ski Resort Zoning Bylaw No. 1340, 2010; Electoral Area 'E'/Jewel Lake Zoning Bylaw No. 855, 1995; Electoral Area 'E'/Bridesville Townsite Rural Land Use Bylaw No. 1485, 2012; Electoral Area 'A' OCP Bylaw No. 1410, 2010 (Development Permit Provisions); Electoral Area 'B'/Lower Columbia-Old Glory OCP Bylaw No. 1470, 2012 (Development Permit Provisions); Electoral Area 'C'/Christina Lake OCP Bylaw 1250, 2004 (Development Permit Provisions); Electoral Area 'E'/Big White Ski Resort OCP Bylaw No. 1125, 2001 (Development Permit Provisions); Electoral Area 'E'/Mount Baldy Ski Resort OCP Bylaw No. 1335, 2007 (Development Permit Provisions); Regional District of Kootenay Boundary Heritage Designation Bylaw No. 1236, 2004; Regional District of Kootenay Boundary Floodplain Management Bylaw No. 677, 1995; Regional District of Kootenay Boundary Building and Plumbing Bylaw No. 449, 1985; Regional District of Kootenay Boundary Mobile Home Park Bylaw No. 97, 1975; Regional District of Kootenay Boundary Electoral Area 'A' and 'B' Dog Control and Licensing Bylaw No. 1117, 2000; Regional District of Kootenay Boundary Boundary Animal Control Bylaw No. 1550, 2014; Big White Noise Control Bylaw No. 1431, 2009; Solid Waste Management Facilities Regulatory Bylaw No. 1605, 2016.

Carried.

12.h) M. Forster, Executive Assistant

Re: Statutory Requirements for Adoption of the RDKB 2020-2024 Five Year Financial Plan

A staff report from Maureen Forster, Executive Assistant presenting the resolutions for the 2020 Budget and the 2020-2024 Five Year Financial Plan as adopted by the individual RKDB Committees for the specific RDKB services / functions was presented.

154-20 Moved: Director Worley Seconded: Director Korolek

Corporate Vote Unweighted

That the staff report from Maureen Forster, Executive Assistant presenting the resolutions for the 2020 Budget / 2020-2024 Five Year Financial Plan as adopted by the individual Regional District of Kootenay Boundary Committees for the specific RDKB services / functions be received.

Carried.

12.i)J. Chandler, General Manager of Operations/Deputy Chief Administrative Officer

Re: Carson Fire Hall Expansion Project-Contract Award

Page 11 of 19 Board of Directors March 31, 2020 A staff report from James Chandler, General Manager of Operations/Deputy Chief Administrative Officer seeking approval for award of the construction contract for the Carson Fire Hall expansion project was presented.

155-20 Moved: Director Russell Seconded: Director McGregor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors award the construction contract for the Grand Forks Rural Fire Service, Carson Fire Hall Expansion Project to Eppel Construction Ltd, for the value of \$661,573.46 and as per the March 23, 2020 staff report titled, *Award of Construction Contract for the Carson Fire Hall Expansion Project*, as presented to the Board on March 31, 2020. **FURTHER** that the Board approve the RDKB authorized signatories to sign and execute the Contract.

Carried.

12.j) J. Chandler, General Manager of Operation/Deputy CAO Re: Feasibility Study for Fire Services – West Boundary

A report seeking approval from the Board of Directors to provide funding to undertake a feasibility study in review of options for a future combined Fire Service in the West Boundary region was presented.

Director Shaw expressed concerns that the City of Greenwood was not notified in advance of the undertaking of a feasibility study and requested that the approval be deferred for a month in order for Greenwood Council to discuss whether they approve moving forward. Discussion ensued, and it was,

156-20 Moved: Director McGregor Seconded: Director Russell

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors, as per the staff report titled *Feasibility Study for Fire Services – West Boundary*, dated March 25th, 2020 and presented to the Board on March 31, 2020, authorize the allocation of up to \$30,000, to complete the study from the Feasibility Studies Service #006.

Carried.

(Directors Shaw and Cacchioni opposed).

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12.k) Goran Denkovski, Manager of Infrastructure and Sustainability Re: Kootenay Clean Energy Transition Pilot Project

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding the Board supporting the Kootenay Clean Energy Transition Pilot Project was presented.

157-20 Moved: Director Cacchioni Seconded: Director Morel

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors support the Community Energy Association application for FCM funding through their Signature Project grant for \$500,000 for the Kootenay Clean Energy Transition Pilot Project . Further, that the Board direct Staff to allocate \$15,000 per year for 2020 and 2021 from the CARIP reserve fund to the General Administration (001) budget if the grant is successful.

Carried.

12.l) G. Denkovski, Manager of Infrastructure and Sustainability Re: Application for Gas Tax Funding- Beaver Valley Golf and Recreation Society - Electoral Area 'A'

An application for the disbursement of Electoral Area 'A' Gas Tax funds to the Beaver Valley Golf and Recreation Society was presented.

158-20 Moved: Director Grieve Seconded: Director Worley

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves the Gas Tax application submitted by the Beaver Valley Golf and Recreation Society and the allocation of Gas Tax funding in the amount of \$5,000.00 from Electoral Area 'A' for the costs associated with upgrades to lighting at the Champion Lakes Golf Course. **FURTHER** that the Board approves the RDKB signatories to sign and enter into the agreement.

Carried.

12.m) G. Denkovski, Manager of Infrastructure and Sustainability
Re: Application for Gas Tax Project Budget Amendment Funding
- Westbridge Recreation Society - Electoral Area 'E'/West
Boundary

Page 13 of 19 Board of Directors March 31, 2020 An application for the disbursement of Electoral Area 'E'/West Boundary Gas Tax funds to the Westbridge Recreation Society was presented.

159-20 Moved: Director McGregor Seconded: Director Russell

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the Gas Tax Project Budget Amendment application submitted by the Westbridge Recreation Society and the allocation of Gas Tax funding to increase the 2018 budget of \$40,849.73 by 4,289.64 from Electoral Area 'E'/West Boundary for the costs associated with constructing a building. **FURTHER** that the Board approves the RDKB signatories to sign and enter into an amended agreement.

Carried.

12.n) B. Ihlen, General Manager of Finance Re: Purchasing Policy Amendment

A staff report from Barb Ihlen, General Manager of Finance/CFO, regarding amendments to the Purchasing Policy to ensure that all necessary goods and services are acquired in a timely manner to ensure the effective operations of the Regional District during the COVID-19 Pandemic was presented.

160-20 Moved: Director McGregor Seconded: Director Korolek

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the COVID-19 Pandemic Amendment to the Purchasing Policy as presented to the Board on March 31, 2020.

Carried.

12.0) L. Moore, Senior Planner

Re: Climate Action Initiative (CAI) – Regional Adaptation Strategies Projects Implementation

The BC Agriculture Council's[1] Agriculture and Food Climate Action Initiative (CAI) was requesting financial support from RDKB to aid in the implementation of projects outlined in the Kootenay and Boundary Regional Adaptation Strategy (the Strategy).

[1] From their website: "BCAC advocates for the interests of BC Farm and

Page 14 of 19 Board of Directors March 31, 2020 ranch families. By working collaboratively with our members, partner industry associations and private sector agrifood businesses, we ensure the sustainable growth and competitiveness of BC Agriculture."

161-20 Moved: Director Gee Seconded: Director Morel

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the request from Climate Action Initiative for a financial commitment of \$3,000 a year for 3 years to undertake agricultural adaptation projects as outlined in the Kootenay and Boundary Regional Adaptation Strategies. **FURTHER** that these contributions be allocated from 001 'RDKB Climate Action Reserve Fund (2013)'.

Carried.

12.p)Grant Application

Re: Backcountry Horsemen Society - Area B

A grant application from the Backcountry Horsemen Society, in the amount of \$15,000 for Dewdney Trail restoration and signage was presented.

162-20 Moved: Director Worley Seconded: Director McGregor

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the grant application from the Backcountry Horsemen Society, in the amount of \$15,000 for Dewdney Trail Restoration as presented to the Board on March 31, 2020.

Carried.

12.q)Grants in Aid - as of March 26, 2020:

163-20 Moved: Director Grieve Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Weighted

That the following grants-in-aid be approved:

- 1. Beaver Valley Blooming Society Plantings, Supplies for Community Areas Electoral Area 'A' \$2,000
- 2. Beaver Valley Dynamic Aging Society "Sips & Sparkle" Fundraiser Expenses Electoral Area 'A' \$2,000

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- 3. JL Crowe Secondary School RDKB Area A Director's Memorial Award Electoral Area 'A' \$750
- 4. JL Crowe Secondary School RDKB Area B Director's Memorial Award Electoral Area 'B'/Lower Columbia-Old Glory \$750
- 5. U14B West Kootenay Rebels Equipment and Uniforms Electoral Area 'B'/Lower Columbia-Old Glory \$1,000
- 6. Boundary Woodlot Association Emergency Preparedness Fair 2020 Electoral Area 'E'/West Boundary \$1,037.04
- 7. Kettle River Lions Club Food for Emergency Preparedness Fair 2020 Electoral Area 'E'/West Boundary \$552
- 8. West Boundary Community Services Co-operative Association Development of Riverside Centre Website \$5,000
- West Boundary Sustainable Foods & Resources Society Catering for Emergency Preparedness Fair 2020 - Electoral Area 'E'/West Boundary - \$284

Carried.

13. <u>Board Appointments Updates</u>

Southern Interior Development Initiative Trust (S.I.D.I.T.)-Director McGregor There was no new business to report.

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

There was no new business to report.

Okanagan Film Commission-Director Gee Director Gee provided a written report.

Boundary Weed Stakeholders Committee-Director Gee Director Gee provided a written report.

Columbia River Treaty Local Government Committee (CRT LGC)-Directors Worley & Langman

Directors Worley and Langman provided a written report.

Columbia Basin Regional Advisory Committee (CBRAC)-Director Worley & Goran Denkovski, Manager of Infrastructure & Sustainability

Director Worley informed the Directors that at a recent teleconference, the Provincial and Federal Governments provided an update.

Page 16 of 19 Board of Directors March 31, 2020 West Kootenay Regional Transit Committee (Directors Cacchioni & Worley, Alternate Director Parkinson)

There was no new business to report.

Rural Development Institute-Director Worley
There was no new business to report.

Chair's Update-Chair Langman

Chair Langman provides an email update of activities to the Directors every Friday.

164-20 Moved: Director Grieve Seconded: Director McGregor

That the Board Appointment updates and reports be received.

Carried.

14. Bylaws

14.a)B. Ihlen, General Manager of Finance

Re: Bylaw No. 1735-Regional District of Kootenay Boundary 2020-2024 Five Year Financial Plan

First, Second and Third Readings and Adoption

A staff report from Barb Ihlen, General Manager of Finance/CFO, presenting the 2020-2024 Five Year Financial Plan Bylaw No. 1735, 2020.

165-20 Moved: Director Cacchioni Seconded: Director Shaw

Corporate Vote Unweighted

That 2020 RDKB Budget and Five-Year Financial Plan be amended to include:

- A transfer of \$6000 from the Planning and Development Service (005) GIS reserve to support an \$6,000 expenditure for GIS hardware;
- An increase \$350,000 increase in the transfer from reserve in the Regionalized Waste Management Service (010) to smooth the tax requisition;
- An additional transfer from the Climate Action Reserve Fund in the General Administration (001) service of \$3,000 for 2020, 2021, and 2022 to support RDKB involvement in the BC Agricultural Council's Agriculture and Climate Action Initiative; and

Page 17 of 19 Board of Directors March 31, 2020 • A reduction in the contribution to reserve in the Kettle Valley Fire Service (058) from \$16,000 to \$11,250.

Carried.

166-20 Moved: Director McGregor Seconded: Director Morissette

Corporate Vote Weighted

That Regional District of Kootenay Boundary 2020-2024 Five Year Financial Plan Bylaw No. 1735, 2020 be read a First, Second and Third Time.

Carried.

167-20 Moved: Director Worley Seconded: Director Shaw

Corporate Vote Weighted

That Regional District of Kootenay Boundary 2020-2024 Five Year Financial Plan Bylaw No. 1735, 2020 be Reconsidered and Adopted.

Carried.

168-20 Moved: Director Cacchioni Seconded: Director Korolek

Corporate Vote Weighted

That the Regional Distract of Kootenay Boundary Board of Directors approve the 2020-2024 Five Year Financial Plan for the following Services:

- Service 005 Planning & Development
- Service 010 Regionalized Waste Management Services

Carried.

15. Late (Emergent) Items

15.a) Director Gee's item was discussed earlier under item 12a - COVID-19 Pandemic Response.

16. <u>Discussion of Items for Future Meetings</u>

16.a) A discussion of items for future meetings was not required.

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17. **Question Period for Public and Media**

17.a) A question period for public and media was not required.

18. <u>Closed Meeting</u>

- **18.a)** Proceed to a Closed Meeting pursuant to Section 90 (1) (c) of the *Community Charter*.
- **169-20** Moved: Director Cacchioni Seconded: Director Walsh

That the Regional District of Kootenay Boundary Board of Directors proceed to a closed meeting pursuant to Section 90 (1)(c) of the *Community Charter*(time: 4:24 p.m.)

Carried.

The RDKB Board of Directors reconvened to the open meeting at 4:35 p.m.

19. <u>Items for Release to Open Meeting</u>

19.a)The following recommendation was adopted in a closed meeting held on March 31, 2020 and a motion to release it to the open meeting was adopted by the RDKB Board of Directors on March 31, 2020

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the Wage Continuation-COVID-19 Pandemic Policy and the Letter of Understanding with CUPE 2254.

20. Adjournment

20.a)There being no further business to discuss, the meeting was adjourned at 4:35 pm.

Page 19 of 19 Board of Directors March 31, 2020 To: Regional District of Kootenay Boundary

In order to assist the residents of the Kootenay Boundary during this COVID-19 pandemic, AM Ford was recommended to partner with the United Way to supply four (4) new Ford Ecosports to deliver goods and facemasks to residents and offer pickup and dropoff services for medical appointments or prescription and grocery shopping. Three (3) vehicles will be designated to the Lower Columbia end East End Seven and the fourth will be for Christina Lake Boundary.

The United Way will take the lead in organizing volunteers to drive the vehicles. The necessary precautions will be taken to maintain the appropriate amount of cleanliness for the safety of the drivers and passengers. In particular, with the help of Midas, AM Ford will be installing plexi-glass dividers between the front and back seats to provide additional protection for the driver and passenger. The vehicles will be decaled with logos from all the supporters including AM Ford, United Way, City of Trail and the Regional District.

On short notice, I reached out to Robert Cacchioni and Colleen Jones of Trail City Counsel for them to discuss the option of covering the insurance and gas costs of these Ecosports at today's committee meeting.

AM Ford would like to request assistance from the Regional District to offset half the short term lease cost of \$600 a month on each Ecosport for 6 months. AM Ford will pay the other half making the payments \$300 a month each. AM Ford will re-assess the Covid-19 situation after 6 months with the City and the Regional District. If the pandemic has ended and it is determined this service is no longer needed, the Regional District and the City of Trail would have the first option to purchase these vehicles at depreciated prices.

Given the urgency of the ask, it may be prudent to consider running this type of expense of \$1200 per month as a vehicle (fleet) maintenance line item for an initial 6 month term.

We feel this service will be beneficial to our region and hope the City of Trail and the Regional District will agree to join AM Ford and the United Way in making transportation readily accessible for Kootenay Boundary residents who may be at a higher risk and will require this level of safety through this pandemic.

I look forward to hearing from you.

Dan Ashman
Dealer Principal
AM Ford Sales Ltd.





STAFF REPORT

Date: 16 Apr 2020 **File**

To: Chair Langman and Members of

the RDKB Board of DirectorsFrom: Freya Phillips, Senior Energy Specialist

Re: BC Utilities' Electricity Conservation

Incentives

Issue Introduction

A Staff Report from Freya Phillips, Senior Energy Specialist regarding BC utilities' electricity conservation incentives.

History/Background Factors

RDKB Education and Advocacy Committee are currently developing the RDKB Advocacy Strategies 2020. One of the strategies the Committee has developed is to focus energy conservation incentives on electricity use rather than the current focus on natural gas use.

On January 28, 2020 the RDKB Education and Advocacy Committee directed staff to look at the rationale for Fortis' current energy incentive program priorities and develop a better understanding of the basis for Fortis' current incentive programs. In addition, staff have been asked to consider possible advocacy approaches to be considered in relation to Fortis' incentive programs.

On January 30, 2020 the RDKB Board of Directors adopted that the following general resolution supporting further incentives for electricity use be forwarded to the Association of Kootenay and Boundary Local Governments (AKBLG) for consideration at the 2020 convention.

RDKB Advocacy Strategy

That the following resolution be forwarded to the Association of Kootenay Boundary Local Governments for consideration at the 2020 Convention:

Whereas several Kootenay Boundary communities have committed to a transition to 100% renewable energy by 2050; and

Whereas electricity generated in B.C. is considered a renewable energy source while natural gas is not;

And whereas the incentives available from suppliers for natural gas use in the province are considerably greater than those available for use of electricity;

Therefore, be it resolved that the Government of B.C. require all electricity suppliers in the province, including FortisBC, to increase the incentives available to the public supporting the use of high efficiency electrical appliances to the point where those incentives are at level equal to those currently provided by natural gas suppliers.

Role of the British Columbia Utilities Commission

Energy utilities companies in BC are regulated by the British Columbia Utilities Commission (BCUC). BCUC is a regulatory agency of the Provincial Government, operating under and administering the Utilities Commission Act. The BCUC has the power to make legally binding rulings on matters within their jurisdiction, such as a regulated entity's:

- Rate or premium applications
- New facility construction plans
- Issuance of securities

FortisBC

FortisBC Electric and FortisBC Natural Gas are two separate utilities companies and are regulated separately. The FortisBC electric and ForitsBC natural gas customers are separate rate paying groups and are billed separately. FortisBC provides separate electricity and natural gas rates submissions to the BCUC. These submissions include future rates and demand-side measures portfolio plans i.e. conservation and energy management. This demand-side measures portfolio plans are range of measures and sectors including residential, commercial, industrial, innovation technologies,

Clean Energy Act and Demand-Side Measures Regulations

Under the Clean Energy Act, utility companies are required to displace 66% of BC Hydro's increase in demand via demand-side measures. The Demand-Side Measures (DSM) Regulation cover both electricity and natural gas. It sets out the rules that the BCUC must follow when assessing the adequacy and cost-effectiveness of proposed DSM expenditures. The DSM Regulations focuses on efficient use of energy and does not include fuel switching incentives.

The DSM expenditure is recovered through the electricity rates or natural gas rates therefore needs to be approved by the BCUC as part of each overall rates submission i.e. either electricity or natural gas. There is no mandated level of energy savings or DSM expenditure target for the utilities. Utilities are required to undertake energy efficiency measures that are determined to be cost effective as defined in the DSM regulations.

The BCUC is an economic regulator and all submissions are tested to ensure the benefits out way the cost for the specific ratepayer group i.e. electricity or natural gas customer group. It does not allow cross subsidization between the electricity and natural gas utilities.

Low income programs have a separate cost effective test specifically so low income customers are not excluded from the program.

FortisBC & BC Hydro Demand-Side Measures Expenditure

Table 1 outlines the forecasted financial expenditure on demand-side measures (DSM) for the rate period and number of customers for FortisBC electric, FortisBC natural gas and BC Hydro. It also compares the annual forecast expenditure per customer for each of these utilities.

Table 1. Demand Side	Management Expenditure
----------------------	------------------------

	FortisBC Electric	FortisBC Natural Gas	BC Hydro
Number of Customers	175,900	1,029,500	2,049,322
Expenditure Period	2019-2022	2019-2022	2020 & 2021 Fiscal
No. Years	4 years	4 years	2 years
Expenditure (\$ millions)	\$44 million	\$324.6 million	\$235.1 million
Expenditure per customer	\$62.53 per year	\$78.82 per year	\$57.36 per year
per year			

FortisBC natural gas is the major natural gas supplier with around 1.03 million customer accounts and is forecasted to spend annual \$78.82 per customer on demand side management. This is compared to FortisBC electric which supplies around 0.176 million customers with electricity and is forecasted to spend annually \$62.53 per customer on DSM. BC Hydro supplies with 2.49 million customers with electricity and is forecasted to spend \$57.36 per customer on DSM.

The combined FortisBC electric and BC Hydro annual DSM expenditure is \$128.55 million i.e. \$57.77 per customer compared to FortisBC natural gas annual DSM expenditure of \$81.15 million i.e 78.82 per customer.

Key considerations by BCUC in approving of DSM expenditure

The BCUC must accept the DSM expenditure schedule if it considers the schedule to be in the public interest, or it must reject the full or part of the schedule. In considering whether to accept a demand-side measure expenditure schedule, the BCUC must consider:

- the applicable of British Columbia's energy objectives,
- the most recent long-term resource plan filed by the public utility, if any,
- the extent to which the schedule is consistent with the applicable requirements under the Clean Energy Act,
- if the schedule includes expenditures on demand-side measures, whether the demand side measures are cost-effective within the meaning prescribed by regulation, if any, and
- the interests of persons in British Columbia who receive or may receive service from the public utility.

Implications

The DSM regulations outline the rules and requirements for the utilities demand side measures incentive programs that are regulated by the BCUC. The utilities are required to undertake energy efficiency measures that are determined to be cost effective as defined in the DSM regulations. There is no mandated level of energy savings or DSM expenditure target within the regulations.

The RDKB resolution for the Government of BC to require all electricity suppliers in the province, to increase the incentives available to the public supporting the use of high efficiency electrical appliances to the point where those incentives are at level equal to those currently provided by natural gas suppliers. While the combined FortisBC electric and BC Hydro annual DSM expenditure is \$128.55 million is greater than FortisBC natural gas DSM expenditure of \$81.15 million, the annual expenditure per customer by combined BC Hydro and FortisBC electric is less than FortisBC natural gas i.e. \$57.77 per vs 78.82 per customer.

To increase the level of DSM expenditure by electric utilities to meet expenditure levels per customer equal to natural gas utilities would require changes to the cost effective principle of the DSM regulations.

Advancement of Strategic Planning Goals

Environmental Stewardship/Climate Preparedness

• We will plan for climate change adaptation and mitigation

Background Information Provided

1. Document References

Alternatives

- 1. The RDKB Board of Directors receives the Staff Report and no further action is taken.
- 2. The RDKB Board of Directors refer the Staff Report back to staff for further investigation as directed by Board.

Recommendation(s)

1. The RDKB Board of Directors receives the Staff Report and no further action is taken.

Reference Documents

Demand Side Management Regulations

http://www.bclaws.ca/civix/document/id/complete/statreg/326 2008#section2

DSM Regulation Guidelines

https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/electricity-alternative-energy/energy-efficiency/guide to the dsm regulation july 2014 c2.pdf

FortisBC - Natural Gas Utility Demand Side Management Expenditures Plan

https://www.cdn.fortisbc.com/libraries/docs/default-source/about-us-documents/regulatory-affairs-documents/gas-utility/g-10-19-fei-2019-22-dsm-plan-decision-reasons.pdf?sfvrsn=7334d378 2

FortisBC - Electric Utility Demand Side Management Expenditures Plan

 $\frac{https://www.fortisbc.com/about-us/regulatory-affairs/our-electricity-utility/electric-bcuc-submissions/demand-side-management}{}$

FortisBC Sustainability Report - Customer Account Numbers (Page 40)

https://www.cdn.fortisbc.com/libraries/docs/default-source/about-us-documents/corporate-and-sustainability-report-2018.pdf?sfvrsn=e392ec4a 2

BC Hydro FortisBC – Section 10.5 Fiscal 2020 to Fiscal 2021 Planned Expenditures, Energy and Capacity Impacts, Cost-Effectiveness and Other Benefits (page 1055)

 $\frac{https://www.bchydro.com/content/dam/BCHydro/customer-portal/documents/corporate/regulatory-planning-documents/regulatory-filings/rra/bch-f20f21-rra.pdf$

BC Hydro quick facts 20190331 (Customer Account Numbers)

https://www.bchydro.com/content/dam/BCHydro/customer-

 $\underline{portal/documents/corporate/accountability-reports/financial-reports/annual-reports/BCHydro-Quick-Facts-20190331.pdf}$

Natural Resources Canada, Office of Energy Efficiency, Comprehensive Energy Use Database, residential sector, BC, Table2: Secondary Energy Use, 2017.

 $\frac{\text{https://oee.nrcan.gc.ca/corporate/statistics/neud/dpa/showTable.cfm?type=CP\§or=res\&juris=bc\&rn=2\&page=0}{\text{n=2\&page=0}}$

BCUC Decision on 2019-2022 FortisBC Electric DSM Expenditure Application

https://www.cdn.fortisbc.com/libraries/docs/default-source/about-us-documents/regulatory-affairs-documents/electric-utility/g-47-19-fbc-2019-2022-dsm-expenditures-decision.pdf?sfvrsn=f54722d5 2

From: Cannabis Licensing / Licences cannabis (HC/SC)

To: <u>Jennifer Kuhn</u>

Cc: <u>Theresa Lenardon</u>; <u>Donna Dean</u>

Subject: RE: FYA - ID: 20-100172-973 Letter to Health Canada re Naturo Group Investments-Bevcanna Enterprise

Date: January 14, 2020 12:19:24 PM

Hello,

Thank you for your message.

Please note that prior to submitting an application in the Cannabis Tracking and Licensing System (CTLS), applicants for licences to cultivate, process and sell for medical purposes (with possession of cannabis) must provide written notice to local authorities in the area of the proposed site. The applicant must provide notice to the following local authorities:

- the local police force or Royal Canadian Mounted Police (RCMP) detachment responsible for providing policing services to the area in which the proposed site is located;
- the local fire authority of that area; and
- the local government (e.g. municipality) of that area.

The content of the notice must include:

- the name of the applicant
- the expected date on which the applicant will submit the application to Health Canada
- the class and subclass if applicable of licence that is being sought and the cannabis-related activities that are expected to be conducted under that licence
- the site address (and address of each building on site, if applicable) at which the applicant is expecting to conduct cannabis-related activities

A copy of each of the notices must be provided to Health Canada within an applicant's CTLS application. Within their application, the Responsible Person (RP) must also sign a declaration confirming that they have provided the required notices to local authorities. Receipt of the notices by the local authorities may be verified by our office, and failure to notify the local authorities would be considered during Health Canada's review of a licence application.

Please note that Health Canada may only refuse to issue a licence under circumstances set out in the *Cannabis Act* and its regulations. These include:

- Issuing a licence is likely to create a risk to public health or public safety including the risk
 of diversion
- There are reasonable grounds to believe that false or misleading information has been submitted
- The applicant has contravened the *Cannabis Act*, the *Controlled Drugs and Substances Act*, the *FDA* or any associated regulations, including an order or a condition of another licence, in the past 10 years
- The applicant is a young person, an individual who is not ordinarily resident in Canada or an organization that was incorporated, formed or otherwise organized outside of Canada
- A security clearance associated with the application has been refused or cancelled
- An individual who is required to hold a security clearance does not hold one

- The combination of classes or subclasses of licences proposed at the same site. For further details refer to Table 2: General Guide for Combinations of Licence Classes and Subclasses at a Single Site and section 29 of the Cannabis Regulations.
- The Minister is of the opinion that the refusal is in the public interest

It should also be noted that a licence is only issued for fully-functioning facilities. As such, municipalities are in a position to enforce local by-laws during the planning and construction phases of an applicant's facility.

Please also note that when our office receives a complaint regarding a current applicant, we make note of it on the corresponding file, if applicable.

I hope this clarifies the matter for you. If you have any further questions, you may contact the Controlled Substances and Cannabis Branch directly by email at cannabis@canada.ca or toll-free at 1-866-337-7705.

Sincerely,

Licensing and Security Division Controlled Substances and Cannabis Branch Health Canada / Government of Canada 3 HC.licensing-cannabis-licences.SC@canada.ca

Division des licences et de la sécurité Direction générale des substances contrôlées et du cannabis Santé Canada / Gouvernement du Canada 3 HC.licensing-cannabis-licences.SC@canada.ca



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Government Gouvernement du Canada



Cogn



Kenneth R. Peel

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T: 416-489-1400 C: 416-948-0012 F: 416-489-1402 Email: ken@krplaw.ca

March 27, 2020

By facsimile transmission to Parliamentary office fax: 613-995-8632

Also by post to:

The Hon. Marc Garneau, Minister of Transport

Transport Canada, 330 Sparks Street,

Ottawa, Ontario K1A 0N5

Subject: Notification of Change of Three-Year Plan per s.141(2.1) Canada Transportation Act

Dear Minister:

I write to you, and to the various agencies and persons shown as copied on this correspondence, to provide as required under subsection 141(2.1)(a) of the <u>Canada Transportation Act</u> [the "Act"] notice of a change in the Three-Year Network Plan of the federally-regulated **Kettle Falls International Railway, LLC** [the "KFR"].

The Kettle Falls International Railway, LLC was approved for an amended Certificate of Fitness by the Canadian Transportation Agency under Certificate No. 04001-1 dated 2019-06-07, and the Agency's Determination No. R-2019-105 of June 7, 2019, for the operation of "a railway in the province of British Columbia between the Canada/United States border, on the San Poil Subdivision near Danville, Washington State, inclusive of the wye track near Grand Forks, British Columbia and lead track to the north, later interchanging with the Grand Forks Railway Company".

By its revised Three-Year Plan, now published pursuant to subsection 141 of the Act, the KFR has given notice:

"Pursuant to Section 141 of the *Canada Transportation Act* (the "Act"), Kettle Falls International Railway, LLC's ("KFR") revised Three Year Rail Network Plan is set out below.

KFR intends to discontinue operations on all lines in Canada.

More particularly, Schedule A is a list of lines in Canada that KFR intends to take steps to discontinue operating within the next three years.

Schedule A

Kettle Falls International Railway, LLC ["KFR"]

Three Year Rail Network Plan

Following is a list of lines in Canada that KFR intends to take steps to discontinue operating within the next three years. Effective as of March 26, 2020.

The list has an east to west orientation based on the Freight Station Accounting Code (station numbering system used by railways for way billing purposes).

Subdivision Province

San Poil B.C.

Between the following mileages*:

Mi. 34.3 (at or near Laurier, WA. (U.S.-Canada border)), and thence through Grand Forks, B.C. at or about mi. 47, and thence to Mi. 48.8 (at or near Danville, WA. (Canada-U.S. border). (Entire Canadian lines in Canada, including all yard tracks, sidings and spur tracks).

*Mileage to kilometres: conversion may be based on 1.609 kilometers per mile."

Also Notice to Others:

The KFR also hereby gives notice to all of the other entities, agencies or persons described in subsection 141(2.1) of the Act; (see list below as copied with this letter of notice).

In addition, the KFR respectfully here provides notice also to the **Syilx/Okanagan Nation Alliance** per its representative (which notice may, I note, additionally facilitate any of the Minister's and the Crown's consultation processes and obligations as may possibly arise). Minister, it is the KFR's information and present assessment that section 96 of the Act does *not* apply "to the land on which the railway line is located"; it was not so described upon conveyance of the land and rights of way transferred in 2004 by the prior owner and operator (BNSF Railway, as successor to the original Great Northern Railway). While "traditional territories" described by the Syilx/Okanagan Nations Alliance encompass a swath of land generally in the Okanagan region, there is adjacent to the KFR line of railway no "reserve" identified in our assessment nor on the website of the Syilx/Okanagan Nation Alliance. So far as the KFR is presently aware, the lands originally acquired by the railway at the outset were <u>not</u> taken from "lands reserved for Indians" [as the phrasing of our <u>Constitution Act</u> provides] under some authority given by the Governor in Council. An extract from the 2004 transfer by Quit Claim Deed as to the KFR lands' more particular

3

description in the Similkameen Division of the Yale District in B.C. will be provided shortly to the Minister per section 141(2.2).

We trust this is satisfactory. Your reply and acknowledgement of receipt would be appreciated.

Respectfully,

Kenneth R. Peel, Barrister & Solicitor

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As external counsel in this matter for the Kettle Falls International Railway, LLC

Copies of this Notice are hereby also provided to the following, per the other paragraphs of subsection 141(2.1) of the said <u>Canada Transportation Act</u>:

(b) the Agency;

To the **Canadian Transportation Agency**: Courier: Secretary, Canadian Transportation Agency, 15 Eddy Street, 17th Floor, Mailroom, Gatineau, Quebec J8X 4B3

Fax: 819-953-5253

[Mail: Secretary, Canadian Transportation Agency, Ottawa, Ontario K1A 0N9]

(c) the minister responsible for transportation matters in the government of each province through which the railway line passes;

To **The Province of British Columbia Minister of Transportation & Infrastructure**, The Hon. Claire Trevena, Minister, whose office lists these contacts:

Telephone: 250 387-1978 Email: Minister.Transportation@gov.bc.ca; Facsimile: 250 356-2290

Mailing Address: PO Box 9055 Stn. Provincial Government, Victoria BC V8W9E2 CANADA

(d) the chairperson of every urban transit authority through whose territory the railway line passes;

To **B.C. Transit**, [which operates a form of bus "Boundary Service" for Grand Forks B.C. northwesterly to Greenwood [map at: https://www.bctransit.com/boundary/home] At present there is rail passenger or transit service on the KFR line]

BC Transit, 520 Gorge Road East, PO Box 9861, Victoria, BC V8W 9T5

4

Fax: 1-250-995-5639 (c/o Admin Staff)

and

(e) the clerk or other senior administrative officer of every municipal or district government through which the railway line passes.

These municipal authorities include the **Regional District of Kootenay Boundary** ["RDKB"], and the **City of Grand Forks**:

Regional District of Kootenay Boundary - Trail Administration Office, c/o Chief Administrative Officer

202 - 843 Rossland Ave.

Trail, BC V1R 4S8

[Tel. 250.368.9148 or 1.800.355.7352 Fax: 250.368.3990]

-and-

City of Grand Forks, c/o Chief Administrative Officer

7217 – 4th Street, Grand Forks, BC, VOH 1H0

[or by post: PO BOX 220, Grand Forks, BC, VOH 1H0]

[General tel.: (250) 442-8266; General fax: (250) 442-8000]

Also to:

Syilx/Okanagan Nation, c/o ONA Chairman Grand Chief Stewart Phillip,

#101,3535 Old Okanagan Hwy., Westbank, BC V4T 3L7

[Tel: 250.707.0095 Toll Free: 1.866.662.9609 Fax: 250.707.0166]

Kettle Falls International Railway, LLC

Three-year Rail Network Plan

Pursuant to Section 141 of the *Canada Transportation Act* (the "Act"), Kettle Falls International Railway, LLC's ("KFR") revised Three Year Rail Network Plan is set out below.

KFR intends to discontinue operations on all lines in Canada.

More particularly, Schedule A is a list of lines in Canada that KFR intends to take steps to discontinue operating within the next three years.

Schedule A

Kettle Falls International Railway, LLC ["KFR"]

Three Year Rail Network Plan

Following is a list of lines in Canada that KFR intends to take steps to discontinue operating within the next three years. Effective as of March 26, 2020.

The list has an east to west orientation based on the Freight Station Accounting Code (station numbering system used by railways for way billing purposes).

Subdivision Province

San Poil B.C.

Between the following mileages*:

Mi. 34.3 (at or near Laurier, WA. (U.S.-Canada border)), and thence through Grand Forks, B.C. at or about mi. 47, and thence to Mi. 48.8 (at or near Danville, WA. (Canada-U.S. border). (Entire Canadian lines in Canada, including all yard tracks, sidings and spur tracks).

*Mileage to kilometres: conversion may be based on 1.609 kilometers per mile.



Boundary Community Development Committee

Minutes Wednesday, March 4, 2020 RDKB Board Room, Grand Forks, BC

Committee members present:

Director G. McGregor, Chair

Director R. Russell

Director V. Gee - via teleconference

Director C. Korolek Director R. Dunsdon Director G. Shaw

Staff present:

M. Andison, CAO

M. Zahn, Recording Secretary

D. Dean, Manager of Planning and Development

M. Gaudry, Finance Analyst - via teleconference

CALL TO ORDER

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

ADOPTION OF AGENDA (ADDITIONS/DELETIONS)

The agenda for the March 4, 2020 Boundary Community Development Committee was presented.

The agenda for the March 4, 2020 Boundary Community Development Committee was amended by the addition of a presentation by D. Macmaster, Fibre Supply Manager, Vaagen Industries/Manager, West Boundary Community Forest Inc., and the addition of an in-camera meeting, pursuant to Section 90(2)(b) of the Community Charter.

Moved: Director Dunsdon Seconded: Director Korolek

Page 1 of 6 Boundary Community Development Committee March 4, 2020

Page 1 of 6

That the agenda for the March 4, 2020 Boundary Community Development Committee be adopted as amended.

Carried.

ADOPTION OF MINUTES

The minutes of the February 11, 2020 Boundary Community Development Committee were presented.

Moved: Director Russell Seconded: Director Dunsdon

That the minutes of the February 11, 2020 Boundary Community Development Committee be adopted as presented.

Carried.

PRESENTATION

D. Macmaster, Fibre Supply Manager, Vaagen Industries/Manager, West Boundary Community Forest Inc.

Committee Chair McGregor welcomed D. Macmaster to the meeting.

A discussion ensued regarding Ministry of Transportation and Infrastructure (MoTI) road closures and the closure of the Vaagen mill and associated job losses.

M. Gaudry, RDKB Finance Analyst, joined the meeting at 10:30 am.

Director Russell directed staff to strategize more formally around building a relationship with the MoTI.

Director Russell asked that staff add MoTI discussion to the Boundary Community Development Committee agenda annually or biannually. Next, Director Gee added that she has had success dealing with MoTI individually, and CAO Andison suggested that the consideration of a strategy for bringing issues from across the region to MOTI on an annual basis be put on the next Education and Advocacy agenda.

Page 2 of 6 Boundary Community Development Committee March 4, 2020

Page 2 of 6

D. Macmaster thanked the committee for having him. He also notified the committee of the purchase of land on the shores of Wilgress Lake which will be used as an outdoor learning space, and left the meeting at 10:52 am.

OLD BUSINESS

J. Chandler, General Manager of Operations/Deputy CAO Re: 2020 Boundary Economic Development Service (008) Budget

The 2020 Boundary Economic Development Service (008) draft budget was discussed.

Director Gee expressed appreciation for the breakdown of expenses from Mitch Gaudry, Finance Analyst. Director Russell asked if the prior year actual columns could be added to the five year financial plan detail sheets. Director Russell accepts that the recommendation from staff may be that the resources required to respond to questions as they arise are less than the resources required to add the prior year actual columns.

Moved: Director Korolek Seconded: Director Russell

That the Regional District of Kootenay Boundary Board of Directors approve the Boundary Economic Development Service (008) 2020-2024 Five Year Financial Plan with removal of "Ag & Food Security Plan (implementation)" (line 9, B.E.D.C projects), renaming "Tri Regional District Ag Project" (line 14, B.E.D.C projects) "Agriculture Development Projects" and increasing this item to \$60,000, and the resulting tax requisition increase. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

M. Gaudry, RDKB Finance Analyst, left the meeting at 11:13 am.

NEW BUSINESS

West Boundary Recreation Grant Application Re: Kettle Valley Golf Club

A grant application from the Kettle Valley Golf Club for \$800.00 was presented for consideration.

Page 3 of 6 Boundary Community Development Committee March 4, 2020

Page 3 of 6

Moved: Director Dunsdon Seconded: Director Shaw

That the Regional District of Kootenay Boundary Board of Directors approve the West Boundary Recreation grant application from the Kettle Valley Golf Club for \$800.00 to support the KVGC Junior Golf Program "Learn the basics of golf".

Carried.

D. Dean, Manager of Planning and DevelopmentRe: Draft Grant Application Form-Implementation of Boundary WatershedManagement Plans

A staff report from D. Dean, Manager of Planning and Development presenting a draft application form for implementation of the Boundary Watershed Management Plan.

D. Dean, Manager of Planning and Development spoke to her report, and the committee provided feedback/posed questions. Director Russell noted that the reporting requirements should include media materials such as photos and videos. Donna clarified the approval process. The Committee provided direction to staff regarding the questions posed in the staff report.

Moved: Director Shaw Seconded: Director Korolek

That the Boundary Community Development Committee receive the staff report regarding the draft Grant Application Form for Implementation of Boundary Watershed Management Plans.

Carried.

K. Anderson, Watershed Planner Re: Boundary Integrated Watershed Service (BIWS) Monthly Update

The March 2020 report on activities of the BIWS was presented.

D. Dean, Manager of Planning and Development spoke to K. Anderson, Watershed Planner's report.

A discussion ensued regarding the larger topic of building relationships with First Nations. The committee was clear that traditional ecological practices and information needs to be captured and collated by the Indigenous groups and, furthermore, the committee needs to be careful with grant opportunities not to set ourselves up for

Page 4 of 6 Boundary Community Development Committee March 4, 2020

Page 4 of 6

failure. For example, the committee should not move forward with a grant that we cannot complete or a grant that limits us from other opportunities.

Moved: Director Shaw Seconded: Director Dunsdon

That the staff report regarding the BIWS progress for March 2020 be received as presented.

Carried.

CLOSED (IN CAMERA) SESSION

In-Camera Meeting

The Boundary Community Development Committee meeting of March 4th, 2020 moved in-camera at 11:31 am.

Moved: Director Dunsdon Seconded: Director Korolek

That the Boundary Community Development Committee proceed to a closed meeting pursuant to Section 90(2)(b) of the Community Charter.

Carried.

The Boundary Community Development Committee reconvened to the open meeting at 11:43 am.

LATE (EMERGENT) ITEMS

There were no late (emergent) items.

DISCUSSION OF ITEMS FOR FUTURE AGENDAS

The development of a step by step public consultation plan for Boundary Transit Services that may include the following:

- 1. Online engagement opening via join the conversation on March 4th
- 2. Sessions held in various communities four weeks from now
- 3. A statement that a Referendum will be held at a future undetermined date

Page 5 of 6 Boundary Community Development Committee March 4, 2020

Page 5 of 6

QUESTION PERIOD FOR PUBLIC AND MEDIA	
There were no questions from the public or media.	
ADJOURNMENT	
The meeting was adjourned at 11:57 am.	
mz	
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Boundary Community Development Committee March 4, 2020	Page



Utilities Committee Minutes Wednesday, February 12, 2020 RDKB Board Room, 843 Rossland Ave., Trail, BC

Committee Members Present:

Director R. Cacchioni, Chair

Director G. McGregor, Vice Chair

Director A. Grieve

Director L. Worley

Director V. Gee

Director D. Langman

Director A. Morel

Director S. Morissette

Staff Members Present:

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

Other Directors Present:

Director K. Korelek

CALL TO ORDER

The Chair called the meeting to order at 11:05 am.

Page 1 of 10 Utilities Committee Meeting February 12, 2020

ELECTION OF VICE CHAIR

Committee Chair, Director Robert Cacchioni called a first time for nominations for the position of Vice-chair of the Utilities Committee.

Director Morissette was nominated and declined the nomination.

Chair Cacchioni called a second time for nominations for the position of Vice-Chair of the Utilities Committee.

Director McGregor was nominated and accepted the nomination.

Chair Cacchioni called a third time for nominations for the position of Vice-Chair of the Utilities Committee.

Hearing no further nominations, Director McGregor was declared, by acclamation, Vice-Chair of the Utilities Committee for the year 2020.

ADOPTION OF AGENDA (ADDITIONS/DELETIONS)

The agenda for the February 12, 2020 Utilities Committee meeting was presented.

Moved: Director Grieve Seconded: Director Morel

That the agenda for the February 12, 2020 Utilities Committee meeting be adopted as presented.

Carried.

Page 2 of 10 Utilities Committee Meeting February 12, 2020

ADOPTION OF MINUTES

The minutes of the Utilities Committee meeting held on January 15, 2020 were presented.

Director Grieve requested a change to the January 15, 2020 minutes under the section titled

Columbia Gardens Industrial Water Service (600) Work Plan and Financial Plan-Page 6

The text was changed to \$10,000.00 was transferred to this service from General Administration in previous years. This item has been included in the 2020 budget but will be discontinued with the communication plan after 2020.

Moved: Director Langman Seconded: Director Worley

That the minutes of the Utilities Committee meeting held on January 15, 2020 be adopted as amended.

Carried.

GENERAL DELEGATIONS

There were no general delegations to this meeting.

UNFINISHED BUSINESS

G. Denkovski, Manager of Infrastructure and Sustainability Re: Big White Street Lights (101) Work Plan and Financial Plan

Director Gee questioned why there is information regarding the sewer service in the Big White Street Lights (101) Workplan.

G. Denkovski will remove the sewer information before the Workplan is submitted to the RDKB Board of Directors.

Page 3 of 10
Utilities Committee Meeting
February 12, 2020

Moved: Director Gee Seconded: Director Worley

That the Regional District of Kootenay Boundary Board of Directors adopt the Big White Street Lights (101) 2020 Work Plan as presented to the Utilities Committee on February 12, 2020.

Carried.

Moved: Director Gee Seconded: Director Worley

That the Regional District of Kootenay Boundary Board of Directors approve the Big White Street Lights (101) 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

G. Denkovski, Manager of Infrastructure and Sustainability Re: Beaverdell Street Lights (103) Work Plan and Financial Plan

Moved: Director Gee Seconded: Director Worley

That the Regional District of Kootenay Boundary Board of Directors adopt the Beaverdell Street Lights (103) 2020 Work Plan as presented to the Utilities Committee on February 12, 2020.

Carried.

Moved: Director Gee Seconded: Director Worley

That the Regional District of Kootenay Boundary Board of Directors approve the Beaverdell Street Lights (103) 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

Page 4 of 10 Utilities Committee Meeting February 12, 2020

G. Denkovski, Manager of Infrastructure and Sustainability Re: East End Regionalized Sewer Service (700) Work Plan and Financial Plan

Moved: Director Langman Seconded: Director Morel

That the Regional District of Kootenay Boundary Board of Directors adopt the East End Regionalized Sewer Service (700) 2020 Work Plan as presented to the Utilities Committee on February 12, 2020.

Carried.

The property tax portion in the Five Year Financial Plan will be changed to 2%.

Moved:Director Langman Seconded: Director Morel

That the Regional District of Kootenay Boundary Board of Directors approve the East End Regionalized Sewer Service (700) 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

G. Denkovski, Manager of Infrastructure and Sustainability
Re: East End Regionalized Sewer City of Trail Sole Benefiting (700-101), City
of Rossland Sole Benefiting (700- 102) and Rossland Warfield Dual
Benefiting (700-102) Services 2020-2024 Five Year Financial Plan

Moved: Director Langman Seconded: Director Worley

That the Regional District of Kootenay Boundary Board of Directors approve the East End Regionalized Sewer City of Trail Sole Benefiting (700-101), City of Rossland Sole Benefiting (700-102) and Rossland Warfield Dual Benefiting (700-103) services 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

Page 5 of 10 Utilities Committee Meeting February 12, 2020

G. Denkovski, Manager of Infrastructure and Sustainability Re: Beaver Valley Water Service (500) 2020-2024 Five Year Financial Plan

\$203,0000.00 was transferred to this service from the reserves. The 0% increase in this service is a result of this transfer.

The \$203,000.00 is earmarked to cover Beaver Valley's first year portion of the CPCC Upgrade if the RDKB receives the grant.

The DCC costs are covered in misc. revenue. Director Grieve and G. Denkovski will meet at a later date to discuss this matter.

Moved: Director Grieve Seconded: Director Morissette

That the Regional District of Kootenay Boundary Board of Directors approve the Beaver Valley Water Service (500) 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

G. Denkovski, Manager of Infrastructure and Sustainability Re: Christina Lake Water Utility (550) 2020-2024 Five Year Financial Plan

Moved: Director McGegor Seconded: Director Langman

That the Regional District of Kootenay Boundary Board of Directors approve the Christina Lake Water Utility (550) 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

Page 6 of 10 Utilities Committee Meeting February 12, 2020

G. Denkovski, Manager of Infrastructure and Sustainability Re: Columbia Gardens Industrial Water Service (600) 2020-2024 Five Year Financial Plan

Director Grieve questioned the 0% increase to this service and thought it should be 2%.

G. Denkovski explained that taking over the Oasis water system would lower costs and make an increase unnecessary.

Moved: Director Grieve Seconded: Director Worley

That the Regional District of Kootenay Boundary Board of Directors approve the Columbia Gardens Industrial Water Service (600) 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

G. Denkovski, Manager of Infrastructure and Sustainability Re: Rivervale Water and Street Lighting Service (650) 2020-2024 Five Year Financial Plan

Moved: Director Worely Seconded: Director Mcgegor

That the Regional District of Kootenay Boundary Board of Directors approve the Rivervale Water and Street Lighting Service (650) 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

Page 7 of 10 Utilities Committee Meeting February 12, 2020

G. Denkovski, Manager of Infrastructure and Sustainability Re: Rivervale and Oasis Sewer Service (800) 2020-2024 Five Year Financial Plan

Moved: Director Worley Seconded: Director McGregor

That the Regional District of Kootenay Boundary Board of Directors approve the Rivervale and Oasis Sewer Service (600) 2020-2024 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2020-2024 Five Year Financial Plan.

Carried.

NEW BUSINESS

G. Denkovski

Re: Water System 2019 Newsletters

Moved: Director Grieve Seconded: Director Worley

The Committee agreed the newsletters look very professional with a good layout that is easy to read and understand.

The Committee liked the fact that water usage was included and suggested that future editions should include water conservation information.

The only complaint was that the picture on the Rivervale newsletter is not a picture of Rivervale and Director Worley stated that the pictures should be of the areas that they represent.

That the Utilities Committee receive the water system news letters.

Carried.

Page 8 of 10 Utilities Committee Meeting February 12, 2020

G. Wiebe, Engineering and Safety Coordinator Re: Christina Lake Water Utility Source Water Protection Plan

A staff report from Gabe Wiebe, Engineering and Safety Coordinator, to present the Source Water Protection Plan for the Christina Lake Water Utility.

Moved: Director McGregor Seconded: Grieve

That the Utilities Committee direct staff to implement the recommendations from the report.

Carried.

G. Denkovski

Re: Flow Meter Report for Volume Data Collected December 2019

Flow meter report summarizing volume data collected in December 2019, is presented.

Moved: Director Morel Seconded: Director Worley

Flow meter report summarizing volume data collected for the months October to December 2019, is presented.

Carried.

LATE (EMERGENT) ITEMS

Water Meters

The conversations regarding water meters seem to have stopped. Director Grieve asked if grants are tied to water meter usage. The use of water meters in smaller water systems are cost prohibative and could also create concerns around privacy.

Director Grieve and G. Denkovski will meet at a later date to discuss meter meters for the Beaver Valley water system.

Director Morissette asked if a smaller number of water meters could be installed along a water systems for monitoring purposes instead of in each residence. G. Denkovski agreed that that could be an option.

Page 9 of 10 Utilities Committee Meeting February 12, 2020 Director Langman stated that the Village of Warfield now has a water conservation plan in place and water meters were not recommended for a village that size and there are alternatives that were deemed more effective.

Director Gee asked how water meters are paid for?

Director Morel stated that water meters are paid for through grants and passing the costs onto residents.

The Committee discussed the need for public education to make the users aware of the true costs of operating a water system.

The Committee also discussed the possibility of compelling builders to install water meters in new builds (commercial & residential).

DISCUSSION OF ITEMS FOR FUTURE MEETINGS

The Committee identified the following as items to discuss at future meetings:

- 1. Water meters vs water conservation efforts.
- 2. Possible refunds for upgrading infrastructure.
- 3. Ways to be more proactive with public education.
- 4. Letter of support to CBT for the Water Ambassador Program (Director Langman will discuss this matter with Johnny Straeloff in March 2020).

QUESTION PERIOD FOR PUBLIC AND MEDIA

A question period for the media or the public was unnecessary.

CLOSED (IN CAMERA) SESSION

A closed meeting was not required.

ADJOURNMENT

There being no further business for the Committee to discuss, the Chair adjourned the meeting at 11:43 a.m.

Page 10 of 10 Utilities Committee Meeting February 12, 2020 From: Ali Grieve - Area 'A' Director Sent: March 10, 2020 5:25 PM

To: Diane Langman - Warfield Director; Grace McGregor - Area 'C'/Christina Lake Director

Cc: Mark Andison; Theresa Lenardon
Subject: Board Discussion Item

As per our meeting w K Conroy today, can we please add the following to the March 31 Board Agenda?

- The cost of health care is one of the biggest provincial budget items
- The cost of rural health care seems to have "un-neccessary" additional expenses e.g. A resident who was injured at work, has his one yr follow up appt w surgeon in Vanc
 - the flights that are paid for in advance by worksafe are not booked in advance, therefore are twice the cost that they should be
 - -the actual appt w the Doctor lasted less than 4 minutes with the resident asked to stretch their arm out sideways, and up in the air
 - appt over
 - -return flight does not get out, additional hotel and food bills
 - this appt should have been done using the technology that we have
 - e.g. A resident drives to Kelowna for consult w specialist
 - the doc does not even look at the patient, yet claims, there is nothing more that can be done.
 - appt over
- It seems the reason for these face to face visits is about compensation for the doctors. Fair enough.
- But let's re-write some of the rules and procedures that allow them the same pay for "on line" appointments

As Katrine requested, I hope, we the Board, can write to her sharing our concerns, that she might take them to Minister Dix. ALSO, I wonder, if we refer this to E&A as a possible meeting at UBCM?

THX everyone

ag

Sent from Mail for Windows 10



STAFF REPORT

Date: 16 April 2020 File ES – Solid Waste

To: Chair Langman and Board of

Directors

From: Janine Dougall, General Manager of

Environmental Services

Re: Organics Diversion Expansion Project

Grand Forks – Engineering ServicesRecommendation to Award Contract

Issue Introduction

A Staff report from Janine Dougall, General Manager of Environmental Services regarding the results from the procurement process for the engineering services associated with the Organics Diversion Expansion Project – Grand Forks.

History/Background Factors

The intention of this project is to upgrade the composting operation at the Grand Forks Landfill to expand the RDKB's organics processing capacity to include food waste materials from the ICI sector throughout the Boundary region and initiate food waste collection for residents from the City of Greenwood. The upgraded facility will primarily process food waste, wood and yard & garden waste but also septage and biosolids from the City of Grand Forks. The facility will create a Class A product for use in landscaping, erosion control, and agricultural applications throughout the RDKB.

This project has been funded in part by the Government of Canada and the Province of British Columbia through the Low Carbon Economy Leadership Fund - Organics Infrastructure Program. As such project expenditures as well as reporting structures must meet grant program requirements.

All upgrades to the composting operation are to be in compliance with regulatory standards including but not limited to:

• Organic Matter Recycling Regulation

The upgrades to the Grand Forks composting operation will include the installation of impermeable surfaces, leachate collection and control, surface and storm water

diversion, in-trench active aeration of composting bunkers, and enhanced odour control via GORE membrane covers.

The following encompasses the proposed project works (based on conceptual design):

- Receiving building, grinder and mixing area;
- Leachate collection and management system;
- Irrigation system;
- Stormwater management ditches and pond;
- Active composting bunkers with aeration channels;
- GORE cover systems; and
- Curing pile, storage and screener.

Estimate of organic waste processing capacity (tonnes/year): 4,000

The total project cost is \$3,546,020 with a maximum of 15% of construction project costs to be engineering/consulting fees.

A Request for Proposals document was issued on February 14, 2020 with a closing date of March 16, 2020, which was subsequently extended to March 19, 2020.

The purpose of the Request for Proposal was to secure the required expertise from qualified Proponents with demonstrated ability to complete services associated with the preparation of plans, design documents, specifications, permit applications (federal, provincial, and/or local), environmental documents, cost estimates, and any other required tasks. The successful Proponent will provide engineering, tendering, construction and inspection services for completion of upgrades to composting infrastructure at the Grand Forks Landfill.

Specific work items were grouped together into main components of the work – Planning/Design, Procurement/Construction Award, Construction and Post-Construction.

Key Project Specific Timelines:

- Planning/Design Complete by November 30, 2020
- Procurement/Construction Award Complete by March 31, 2021
- Construction Physical Construction of Infrastructure cannot be initiated until April 1, 2021. To be complete by October 15, 2021
- Equipment Supply Complete by October 15, 2021
- Post Construction Complete by February 28, 2022

Implications

Prior to the closing date, a total of 2 submissions were received in response to the Request for Proposals. One from Sperling Hansen Associates, and the other from Tetra Tech Canada Inc.

Proposals were evaluated by four Environmental Services Staff members on the basis of the overall best value to the RDKB based on quality, service, past performance, price and other criteria. An example Evaluation Form is included in the attached Request for Proposal document. Both proposals included all mandatory items, Proponents were asked clarifying questions and reference checks were conducted.

Although both were strong proposals, three of the four evaluators ranked Tetra Tech Canada Inc. as the preferred Proponent. The fourth evaluation almost scored both Proponents the same. A summary of the overall scoring is provided in table form below:

		Sperling Hansen Associates			Tet	tra Tech	Canada I	nc.	
	Available	Points Awarded			Points Awarded				
	Points	ES1	ES2	ES3	ES4	ES1	ES2	ES3	ES4
Total Score (Proponent + Proposal + Price Scores)	100	93	91	85	85	95.8	90.8	89.8	87

Therefore, the recommendation is to proceed with awarding the Contract for Engineering Services associated with the RDKB Organics Diversion Expansion Project – Grand Forks to Tetra Tech Canada Inc.

Advancement of Strategic Planning Goals



The expansion of organic waste collection and composting operations is a significant opportunity for the RDKB to minimize green house gas emissions from landfill. In addition, the upgrades to the Grand Forks Composting facility will result in improvements to leachate collection and management, as well as odour management.



The project will entail significant public and stakeholder engagement in infrastructure development as well as initiating curbside collection programs. Communications will also be required in the marketing of finished compost products.



The projects have implications to cost effective and efficient services as the benefits will include extending landfill life and minimizing regulatory requirements surrounding landfill gas emissions.

Background Information Provided

RFP-Organics Infrastructure Expansion-Grand Forks-Final RFP-Organics Infrastructure Expansion-Grand Forks-Addendum 1 (Mar11'20)

Alternatives

- 1. That the RDKB Board of Directors award the Contract for Engineering Services associated with the RDKB Organics Diversion Expansion Project Grand Forks to Tetra Tech Canada Inc. for a value not to exceed \$231,000 (excluding GST). Further, that the RDKB Board of Directors authorize staff to sign and execute a Contract.
- 2. That the Board of Directors not award a Contract and ask staff to negotiate with the Preferred Proponent.
- 3. That the Board of Directors award the Contract to Sperling Hansen Associates.

Recommendation(s)

That the RDKB Board of Directors award the Contract for Engineering Services associated with the RDKB Organics Diversion Expansion Project – Grand Forks to Tetra Tech Canada Inc. for a value not to exceed \$231,000 (excluding GST). Further, that the RDKB Board of Directors authorize staff to sign and execute a Contract.



REQUEST FOR PROPOSALS

Organics Diversion Expansion Project – Grand Forks

Issued: February 14, 2020

Closing Time: 2:00 pm (local time),

Monday, March 16, 2020

Closing Location: Regional District of Kootenay Boundary

202 - 843 Rossland Ave Trail, BC, Canada, V1R 4S8

Contact Person: Janine Dougall,

General Manager of Environmental Services

250-368-0232 jdougall@rdkb.com

RDKB-20-ES-ODEP-GRAND FORKS

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REQUEST FOR PROPOSALS ORGANICS DIVERSION EXPANSION PROJECT – GRAND FORKS

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1. INTRODUCTION

1.1. PURPOSE

The Regional District of Kootenay Boundary (RDKB) is committed to expanding its organics diversion capabilities across the regional district. The intention of this project is to upgrade the composting operation at the Grand Forks Landfill to expand the RDKB's organics processing capacity to include food waste materials from the ICI sector throughout the Boundary region and initiate food waste collection for residents from the City of Greenwood. The upgraded facility will primarily process food waste, wood and yard & garden waste but also septage and biosolids from the City of Grand Forks. The facility will create a Class A product for use in landscaping, erosion control, and agricultural applications throughout the RDKB.

This project has been funded in part by the Government of Canada and the Province of British Columbia through the Low Carbon Economy Leadership Fund - Organics Infrastructure Program. As such project expenditures as well as reporting structures must meet grant program requirements.

The Regional District of Kootenay Boundary is seeking proposals from qualified Proponents with demonstrated ability to complete services associated with the preparation of plans, design documents, specifications, permit applications (federal, provincial, and/or local), environmental documents, cost estimates, and any other required tasks. The successful Proponent will provide engineering, tendering, construction and inspection services for completion of upgrades to composting infrastructure at the Grand Forks Landfill.

1.2. BACKGROUND

The RDKB has been processing yard & garden waste at the Grand Forks Landfill for over 25 years using a turned windrow approach. In 2013 the RDKB expanded the scope of the organics diversion program in Grand Forks to include household organics - kitchen scraps. The curbside collection program was subsequently expanded to outlying areas to include all curbside garbage collection customers from Beaverdell to Bridesville to Christina Lake (with the exception of the City of Greenwood).

As the intent is to add commercial food waste, biosolids and septage waste to the feedstock, the design of the organics processing technology needs to be upgraded to address odour and leachate management concerns. Further, as the marketability of compost produced from septage and biosolids can be limited, preliminary design of the infrastructure considered separating the feedstock streams to produce two distinct end products. One of which would be produced from strictly food/wood/yard and garden waste and the other adding in the septage and biosolids. Other aspects that have been considered during the preliminary design phase include weather and precipitation impacts, influence of operation on vulnerable aquifers, constructing "permanent" infrastructure in areas outside of power line ROW's and operational simplicity to minimize long term operational and maintenance costs.

All upgrades to the composting operation are to be in compliance with regulatory standards including but not limited to:

• Organic Matter Recycling Regulation

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The upgrades to the Grand Forks composting operation will include the installation of impermeable surfaces, leachate collection and control, surface and storm water diversion, in-trench active aeration of composting bunkers, and enhanced odour control via GORE membrane covers.

The following encompasses the proposed project works (based on preliminary design):

- Receiving building, grinder and mixing area;
- · Leachate collection and management system;
- Irrigation system;
- Stormwater management ditches and pond;
- Active composting bunkers with aeration channels;
- GORE cover systems; and
- Curing pile, storage and screener.

Estimate of organic waste processing capacity (tonnes/year): 4,000

1.3. SUPPORTING DOCUMENTS

- Organics Management Strategy (Tetra Tech 2019)
- Organics Infrastructure Grant Application (RDKB 2019)
- Survey Data Grand Forks Landfill (Aerogeometrics August 2019)
- Grand Forks Landfill Design, Operation Closure Plan (Gartner Lee 1997)
- Grand Forks Landfill OC
- Grand Forks Landfill Annual Reports 2017-2018
- Environmental Monitoring Reports 2017-2018

To receive these reports, please email Janine Dougall at jdougall@rdkb.com.

1.4. TIMELINE

The proposed timeline for this RFP is as follows:

Date	Action
February 14, 2020	Release of RFP
2:00 p.m. (local time) on Monday, March 16, 2020	RFP Closing Time
March 17 - March 30, 2020	Proposal evaluation, selection of Preferred Proponent and any backup Proponents and commencement of any negotiations leading to a completed Agreement
March 31, 2020	Award of Contract

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2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address or email outlined below by the Closing Time. If submitting by hardcopy, please enclose three (3) hard copies and an electronic copy on a memory stick.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP project title, and be addressed to the following:

Janine Dougall
General Manager of Environmental Services
Regional District of Kootenay Boundary
202-843 Rossland Avenue
Trail, B.C. V1R 4S8

AND/OR

The Proposals should be e-mailed to the following:

Janine Dougall at jdougall@rdkb.com

Proposals must be received on or before the Closing Time of:

TIME: 2:00 PM local time
DATE: Monday, March 16, 2020

Proposals will not be opened publicly. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy to the address above.

It also is the Proponent's sole responsibility to ensure their revisions were received, at the e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated.

2.2. ENQUIRIES

All enquiries related to this RFP are to be directed, in writing, to the following person, no later than 5 days business days prior to the closing time. Information obtained from any other source is not official and should not be relied upon.

Janine Dougall, General Manager of Environmental Services

Email: <u>jdougall@rdkb.com</u>

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Addenda may be issued during the Proposal period in response to queries received. Addenda will be in written form and posted to BC Bid. All Addenda become part of the Contract document and must be considered when responding to this RFP. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda. Verbal answers are binding only when confirmed by written addenda.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of the issuance of an Addenda. Receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Regional District.

2.3. SITE MEETING or PRE-PROPOSAL MEETING

There is no pre-proposal meeting scheduled for this project.

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. DEFINITIONS

"Addenda" means all additional information regarding this RFP including amendments to the RFP.

"Agreement" or "Contract" means a contract that is issued to formalize the Work with the successful Proponent based on the proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent's response and acceptance by the Regional District.

"Consultant" means the person(s), firm(s) or corporation(s) appointed by the Regional District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.

"must" or "mandatory" or "shall" means a requirement that must be met.

"Proponent" means the responder to this RFP with the legal capacity to contract.

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"Proposal" means a written response to the RFP that is submitted by a Proponent.

"Regional District" means the Regional District of Kootenay Boundary.

"Request for Proposals" or "RFP" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District.

"Services" means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

"**should**" or "may" means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement.

"Work" means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda. The Proponent shall provide a brief listing of all proposed modifications and /or deletions to the terms and conditions set out in the RFP, or it will be deemed that every clause will be strictly adhered to.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's Proposal.

3.3. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.4. PROPOSAL EVALUATION

The Regional District recognizes that "Best Value" is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District's interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix A contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix A, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

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The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- · not be liable for misunderstandings or errors in the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- · negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- · withdrawal the Request for Proposals.

3.5. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.6. PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 60 days after the closing date.

3.7. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

3.8. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal for the Work will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the sample Consulting Services Agreement provided in Appendix B. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments. Any agreement arising from this Request for Proposals will be governed in accordance with the laws of the Province of British Columbia.

3.9. LIABILITY FOR ERRORS

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, not is it comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope

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of Work.

3.10. CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a "public body" as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under "Freedom of Information" legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.11. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District jurisdiction. The Regional District may rely on such disclosure.

3.12. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.13. NOT AN EMPLOYEE

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever form the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory

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programs and coverages, whether under the Employment Standards Act of British Columbia (as amended from time to time), the Workers Compensation Act of British Columbia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health pay contributions or otherwise.

3.14. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

4. GENERAL PROPOSAL CONTENT

Content to be included in the Proposal at minimum includes:

4.1. CONSULTANT INFORMATION

- <u>COMPANY INFO:</u> Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or subconsultant(s) that will be involved in the project.
- <u>PROJECT MANAGER</u>: The Proposal shall confirm the proposed project manager who will be the single point
 of contact, and responsible for direct interaction with the Regional District. Describe the work to be
 performed by the project manager and his/ her qualifications and substantive experience directly related
 to the proposed Work.
- <u>PROPOSED PROJECT TEAM</u>: The Proposal shall list key individuals including the project manager and sub-consultant(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of education and substantive experience directly related to the proposed Work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed.

The Proposal should include the following endorsement:

"Identified Key Project Team members shall only be replaced with written approval of the Regional District."

- <u>REFERENCES</u>: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.
- <u>EXPERIENCE</u>: The Proposal should include details on only the most recent two (2) projects of related work for the Consultant and project team. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule.

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4.2. METHODOLOGY

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project, specifically an understanding of the project critical issues.

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget and to ensure quality control. The methodology must discuss how the Work will be completed that is listed in Scope of Work. Include other items identified and what services or interaction is required from/ with the Regional District.

4.3. SCHEDULING

The Proposal shall contain a proposed work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings.

4.4. FEES AND DISBURSEMENTS

The Proponent must specify in the proposal, the fees required to satisfy the terms of reference for the project, the work plan and methodology. The Proponent must clearly identify and detail all costs. The various stages of the work plan should be costed separately, with taxes and disbursements clearly identified.

Proponents must provide a schedule of hourly rates for all personnel who might be used on the project and a table summarizing the total estimated cost of the project with the hourly rates and the total hours anticipated.

The schedule shall include a total maximum or upset fee to complete the project including expenses and disbursements. If optional tasks are proposed, a separate cost for those tasks should be noted. Any costs incurred by the above the submitted maximum cost will be the sole responsibility of the Proponent unless preapproved by the Regional District.

The Proponent must also provide in the proposal, a description of the cost control measures that will be employed to effectively manage the Work.

4.5. SUB-CONSULTANTS

The Proposal shall include the company name of all subcontractors and sub-consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors and sub-consultants listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors and sub-consultants prior to acceptance of the Proposal.

4.6. PROPOSAL INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the project.

4.7. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers

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Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

5. SCOPE OF WORK

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

Specific work items have been grouped together into main components of the work – Planning/Design, Procurement/Construction Award, Construction and Post-Construction. The items listed below are minimum expectations but are not an exhaustive list of all tasks required.

The below list of phases and tasks presented are not all inclusive of items required for completion of the Work. Any items not listed, but required based on Proponent expertise should be included in the Proposal.

Key Project Specific Timelines:

- Planning/Design Complete by November 30, 2020
- Procurement/Construction Award Complete by March 31, 2021
- Construction Physical Construction of Infrastructure cannot be initiated until April 1, 2021. To be complete by October 15, 2021
- Equipment Supply Complete by October 15, 2021
- Post Construction Complete by February 28, 2022

All tasks associated with this Project must be completed in full by March 31, 2022. No extensions will be provided.

5.1. Planning/Design

- Review of all pertinent existing documentation including technical reports, supporting documentation, etc.
- Conduct necessary on-site investigations (topographical, geotechnical, surface and groundwater assessment) to allow for completion of predesign and detailed design.
- Identify all permits, approvals or notifications that must be applied for and prepare the necessary
 applications for submission by the Regional District to any and all regulatory agencies and third party
 utilities for approvals.
- Prepare a Pre-design report, including drawings and equipment specifications for review by RDKB staff.
 Include a Class C or better construction cost estimate and discussion of any decisions to be made for final design.
- After approval of the Pre-design report, prepare detailed design drawings and specifications and submit to the Regional District for review and comment. Make all revisions as required.
- Finalize design drawings and specifications. Final documents to be sealed by the Engineer-of-Record per EGBC requirements.

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- Prepare a final design report including detailed pre-tender cost estimate (Class A) based on the Schedule
 of Quantities and Prices reflecting the form of contract and including appropriate contingency
 allowances reflecting known risks, the nature of the project and uncertainties.
- Provide an updated estimate for construction services, if needed, for the Consultant's tasks if construction time or other items influencing scheduling vary from the original Proposal.
- Prior to construction, prepare a complete photographic log of the work areas.
- As the project involves the completion of significant upgrades to an existing operational facility the
 preparation a briefing note outlining methodologies to be enacted to maintain operational business
 continuity is required.
- Development of required plans, including but not limited to:
 - Leachate and Stormwater Management Plans
 - Odour Management Plan
 - o Any other plans, reports required to meet OMRR and any other relevant legislation/regulations

5.2. Procurement/Construction Award

- Preparation of tender documents, including specifications for construction works;
- Preparation of procurement documents, including specifications, for supply of required equipment including grinder, mixer, screener;
- Submission of all draft tender and procurement documents to the Regional District for review and comment.
- Complete edits to the tender and procurement documents as required from the review.
- Preparation of advertisement, issuance of documents, clarifications, and addendums. Please note, all
 prepared advertising will be published and posted by the Regional District.
- Provide tender and equipment procurement administration services including, but not limited to, responding to questions, issuing addenda, and preparing tender and equipment evaluation memo for award recommendation.
- Preparation of contract documents for the Regional District and the successful Contractor.

5.3. Construction

Provide construction services as required including, but not limited to, contract administration and inspection services. Provide all necessary supervision to successfully conclude the project and bring the new Works into service.

- Contract administration including, but not limited to progress payments and recommendations, required scope changes, following signed contract terms.
- Construction Inspection/quality control:
 - o The Regional District understands that estimating a construction period timeframe and amount

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- of work required is difficult at this stage of the project.
- o For the purposes of the Proposal assume construction will require approximately two months and will require a resident inspector to be on-site 2 days per week.

Any updates required after design completion due to variations will be discussed prior to tendering of the construction contract(s).

5.4. Post-Construction

- Preparation of a commissioning report detailing out the changes made during construction and commissioning that varied from the predesign report or detailed design. Include photographic log showing before, during construction and final pictures. Prepare all record drawings based on actual construction within one month of Total Completion of the construction works.
- Preparation of Personnel Training Program Plan that addresses the specific training needed to operate the composting facility in compliance with the Organic Matter Recycling Regulation.
- Facility Operations and Maintenance Plan (Development of standard operating procedures for both short term and long term activities. Consider time of year activities, emergency response planning, etc.)
- Provide construction related details and lifespan projections to allow the RDKB to update its asset management planning database (excel).

RDKB may negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing an Agreement.

6. REPORTING REQUIREMENTS

Before the conclusion of the project all documents, including but not limited to memos, reports, photographs, video, shop drawings, manuals, spreadsheets, project management information and tracking, assessments and other documents created for the purpose of this project, will be provided on a memory stick to the Regional District. Some specific reporting requirements are detailed in the following sections.

6.1. DOCUMENTS

The Regional District will require fully editable electronic copies of draft documents in formats that are compatible with the software available at the Regional District (i.e. Microsoft Word and Excel, PDF files). The files will not be password protected to allow for comments and mark-ups to be made by RDKB during the review process.

All finalized reports must be submitted in two hard copies as well as provided electronically. Draft reports can be reviewed electronically and do not require hard copies.

6.2. DRAWINGS

Data in a GIS format (file geodatabase or shapefile) with required attributes populated. A list of attributes will be determined for each feature type during design.

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Drawings shall meet standards acceptable to the Regional District's Geographical Information Systems (GIS) department and be prepared and presented in SI units and use Geodetic datum and UTM Nad 83 coordinates. All drawings shall also be drawn, saved and provided in DWG and PDF format.

All drawings shall be reviewed and approved by a Professional Engineer registered in the Province of British Columbia.

Two paper copies of the record drawings shall be provided in large-scale format.

6.3. ENVIRONMENTAL REPORT

The Consultant/Contractor is required to track all fossil fuel consumption for each calendar year throughout the entire project. The Consultant/Contractor shall provide a fossil fuel report to the Regional District by February 1st of each year detailing the previous year's usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages. Upon request the Regional District will supply a sample template for reporting fuel use.

The Proposal shall describe how the Consultant/Contractor will meet this requirement.

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APPENDIX "A" - REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name:			
Project Title: Or	ganics Diversion Expansion Project – Grand Forks		
Evaluation Date:			
Evaluator:			
Step 1:		YES	NO
	Proposal received prior to closing		
Mandatories	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Task Breakdown		
	Complete proposal as requested		
Step 2:		Available Points	Awarded Points
	Qualifications of firm and project team members	10	
D (20)	Experience of firm and project team members	10	
Proponent (30 points)	Past Performance / References	5	
	Resources	5	
	Scope	5	
	Methodology	15	
Dramacal (FO maints)	Scheduling	10	
Proposal (50 points)	Project Team - Level of Effort & Capacity	10	
	Clarity of Proposal	10	
Price (20 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Total Score	Proponent + Proposal + Price Scores	100	

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THIS AGREEMENT made the	day of	, 2020.
BETWEEN:		
REGIONAL DISTRICT OF KO 202-843 Rossland Avenue Trail, British Columbia, V1R 4S8	OTENAY BOU	NDARY
(hereinafter called the "Region	onal District")	OF THE FIRST PART
AND:		
(hereinafter called the "Cons	sultant")	OF THE SECOND PART
WHEREAS the Consultant has agreed to pin connection with a certain project describe		rofessional services to the Regional Distric

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Consultant in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

Article 1 Consultant's Duties

- 1.1 The Consultant shall provide to the Regional District all services set out in the Request for Proposal (attached hereto as Schedule "A") and the Consultant's Proposal (attached hereto as Schedule "B"), both of which form part of this agreement.
- 1.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering

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standards applicable to the performance of such Services at the time and place the Services are performed.

- 1.3 It is agreed that in awarding the professional services encompassed within this agreement to the Consultant, the Regional District has relied upon the Consultant's representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the services under this agreement, the Consultant shall assign such identified personnel to the project.
- 1.4 The Consultant shall request of the Regional District any information or data contained in Regional District files which the Consultant requires in order to perform the services. The Regional District is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.
- 1.5 To ensure that the Project is processed in a timely manner, the Consultant and the Regional District will apply their best efforts to meeting the following deadlines:
 - a) Phone call enquiries from the Regional District will be returned within 24 hours;
 - b) Public enquiries to the Consultant on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.
- 1.6 At the commencement of the Project, the Consultant shall, at the Regional District's request, provide the Regional District with a detailed analysis of the cost estimate for each component of the project including a monthly and cumulative cash flow relative to the approved schedule of work. The cost estimates for fees and disbursements shall be as set out in Schedule "B".

Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Regional District.

Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.

Article 2 Fees and Disbursements

- 2.1 The maximum fee payable to the Consultant, under the terms of this agreement, is \$___. The Regional District of Kootenay Boundary will not pay any fees greater than the maximum amount listed above unless agreed to in writing in advance.
- 2.2 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Regional District, and shall be delivered to the Regional District of Kootenay Boundary, 843 Rossland Avenue, Trail BC V1R 4S8. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 2.3 The Consultant shall provide all necessary and sufficient substantiation to the Regional District

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in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.

- 2.4 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Consultant from the Regional District or the Consultant shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 2.5 The Regional District may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

Article 3 Confidentiality, Ownership and Use of Documents and Materials

- 3.1 The Consultant shall act in a confidential manner and make his best efforts to keep confidential all communications, plans, specifications, reports or other information used in connection with the project unless the same are stated by the Regional District to be in the public domain except as required by law; or by prior written consent of the Regional District. The Consultant shall instruct all his employees and agents of the obligations under this Article.
- 3.2 All studies, reports, drawings, plans, designs, specifications, models, photographs, software; i.e. custom applications, digital data, etc., and other intellectual properties and materials developed for the Regional District are the property of the Regional District regardless of whether the project proceeds and the Regional District reserves the copyright, patent and trademark therein and in the work executed there from and they shall not be used on any other work without the prior written agreement of the Regional District.
- 3.3 The Regional District acknowledges and agrees that the Consultant's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

Article 4 Special Tools and Equipment

- 4.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant's cost and shall be the property of the Consultant unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 4.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Consultant.
- 4.3 If the Regional District specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Consultant shall bear the risk of loss or

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damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Regional District.

Article 5 Sub-Consultants and Sub-Contractors

- 5.1 The Consultant may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.
- 5.2 The Consultant shall advise the sub-consultants and sub-contractors in writing prior to their participation in the project of the duties and obligations arising out of this agreement between the Consultant and the Regional District.
- 5.3 The Consultant shall be responsible to the Regional District for all work carried out by subconsultants and sub-contractors in connection with the project as if such work had been performed by the Consultant.
- 5.4 The Consultant shall be responsible to the Regional District for the acts and omissions of all subconsultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Consultant.

Article 6 Termination and Suspension

By the Regional District:

- 6.1 If the Consultant is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Consultant, require such default to be remedied.
 - If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Consultant and remaining unpaid as of the effective date of the termination.
- 6.2 If the Regional District decides for any reason not to proceed with the Project, the Regional District may terminate this agreement by giving thirty (30) days prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to close out the project.
 - In such event, the Consultant shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

By the Consultant:

6.3 If the Regional District is shown to be in default in performance of any of its material obligations

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set forth in this agreement, then the Consultant may, by written notice to the Regional District, require such default to be corrected.

If, within thirty (30) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Consultant may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Consultant shall be paid by the Regional District for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

6.4 If the Consultant's services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Consultant shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

Article 7 Compliance With Laws

- 7.1 The Consultant shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.
- 7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 8 Insurance

- 8.1 The Consultant shall, at his expense, establish and maintain Professional Errors and Omissions Insurance acceptable to the Regional District as follows:
 - 1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
 - 2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
 - Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
 - 4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
- 8.2 The Consultant's Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of services (i.e., submission of Final Report, as approved in writing by the Regional District).

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The Consultant shall provide to the Regional District a Certificate of Insurance verifying that the Consultant has such Professional Errors and Omissions Insurance. The Certificate of Insurance shall indicate that notice will be given or sent by registered mail to the Regional District at least thirty (30) days in advance of cancellation of this insurance. Upon request the Consultant shall provide the said policy of insurance for inspection by the Regional District.

The Consultant shall provide the Regional District at least thirty (30) days written notice in advance of any material change or amendment to such Professional Errors and Omissions Insurance restricting coverage. Notice shall be given or sent by registered mail to the Regional District.

- 8.3 At the time of signing this Consulting Services Agreement, the Consultant shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Consultant with insurance limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage and shall include coverage for:
 - 1. premises, activities and operations liability
 - 2. blanket contractual liability
 - 3. cross liability
 - 4. contingent employer's liability
 - 5. owners and consultant's protective liability
 - 6. employees as additional insureds
 - 7. personal injury
 - 8. broad form loss of use
 - 9. owned and non-owned automobile liability
 - 10. the Regional District as an additional insured
- 8.4 The Consultant shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Consultant.

The Regional District shall, at all times, indemnify and save harmless the Consultant and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Regional District.

Article 9 Arbitration

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Consultant.

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Article 10 Independent Contractor

10.1 Nothing in this agreement or the Consultant's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

Article 11 Waiver

11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

Article 12 Records and Audit

- 12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.
- 12.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

Article 13 Successors and Assigns

- 13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.
- 13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

Article 14 Notices

14.1 All notices required by this agreement to be given by either party shall be deemed to be properly given and received within two (2) business days, if made in writing to the other party, by registered mail, or facsimile addressed to the regular business address of such party.

Article 15 Term

 5.1	The	parties	hereto	agree	that	the	Term	of	this	Consulting	Services	Agreement	Will	be

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Article 16 Entire Agreement

- 16.1 This agreement constitutes the sole and entire agreement between the Regional District and the Consultant relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.
- 16.2 The Consultant, by signing this agreement, is agreeing in writing to be the Principal Consultant and agrees to perform all the duties and responsibilities of the Principal Consultant as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a consultant by the Workers' Compensation Board.
- 16.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

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IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

The signatures of the Signing Authority of the REGIONAL DISTRICT OF KOOTENAY BOUNDARY was hereto affixed:		
Janine Dougall, General Manager of Environmental Services		
Theresa Lenardon, Manager of Corporate Administration		
CONSULTANT by its authorized signatories:		
Authorized Signatory		
Authorized Signatory	Corporate seal	

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Environmental Services

Main Office: 202-843 Rossland Ave, Trail, BC Telephone: 250-368-9148 www.rdkb.com

Addendum No. 1

Request for Proposals – Organics Diversion Expansion Project – Grand Forks (RDKB-20-ES-ODEP-GRAND FORKS)

The Addendum is being issued prior to the closing of the Request for Proposal (RFP) to provide further information, make changes to, or to clarify the RFP and is to be read, interpreted and coordinated with all other parts of the RFP. In the case of a conflict with the balance of the documents, this Addendum shall govern.

This Addendum shall form part of the Contract Documents.

The purpose of Addendum No. 1 is to extend the Closing Time for submissions to 2:00 pm (local time) on Thursday, March 19, 2020.

All references to the Closing Time in the Request For Proposals – Organics Diversion Expansion Project – Grand Forks (RDKB-20-ES-ODEP-Grand Forks) shall be changed to 2:00 pm (local time) on Thursday, March 19, 2020.

As a result of the extension to the RFP Closing Time, the Award of Contract date as outlined in Section 1.4 Timeline is changed to April 8, 2020.

Date Addendum Issued: March 11, 2020
Addendum No. 1 Received.
Signature of Consultant
Name of Consultant



STAFF REPORT

Date: 16 Apr 2020 File

To: Chair Langman and Members of

the Board of Directors

From: Goran Denkovski, Manager of

Infrastructure and Sustainability

Re: Covid - 19 Essential Services Mutual

Aid Agreements RDKB Boundary and

East End Local Governments

Issue Introduction

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding essential services mutual aid agreement for the RDKB Boundary and East End local governments.

History/Background Factors

As a response to Codvid - 19 local governments were asked to develop a business continuity plan for water and wastewater services. The Regional District of Kootenay Boundary local governments shared information about operator and facility Environmental Operators Certification Program (EOCP) certification. This would enable the local governments to legally operate water and wastewater facilities should Staffing shortages occur during the pandemic.

The Province of British Columbia also released the following order:

ORDER OF THE MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL Emergency Program Act Ministerial Order No. M084

Continuity of local authority services

 7 (1) Each local authority must use best efforts to enter into mutual aid agreements with neighbouring jurisdictions to ensure that first responder, waste water and drinking water services are maintained during the period referred to in section 2 Section 2 refers to the declaration of a state of emergency made March 18, 2020.

As a result Staff developed the mutual aid agreements for local governments in the Boundary region and in the East End region of the District.

Implications

This may affect staffing resources within a specific service temporally. There is no cost in the agreement associated with sharing staff resources.

Advancement of Strategic Planning Goals

Exceptional Cost Effective and Efficient Services

• Increasing focus on public and worker safety

Background Information Provided

- 1. RDKB East End Draft Essential Services Mutual Aid Agreement
- 2. RDKB Boundary Essential Services Mutual Aid Agreement

Alternatives

- That the Regional District Board of Directors approves the RDKB signatories
 to sign and enter into an essential services mutual aid agreement, with minor
 additions and omissions, with the RDKB Boundary and East End Local
 Governments.
- 2. Not receive the report.

Recommendation(s)

That the Regional District Board of Directors approves the RDKB signatories to sign and enter into an essential services mutual aid agreement, with minor additions and omissions, with the RDKB Boundary and East End Local Governments.

ESSENTIAL SERVICES MUTUAL AID AGREEMENT

THIS AGREEMENT is dated for reference the _ day of April 2020.

BETWEEN:

The Regional District Kootenay Boundary, a regional district incorporated pursuant to the *Local Government Act* and having its business office at 202-843 Rossland Ave, Trail, British Columbia, V1R 4S8 (the "RDKB")

OF THE FIRST PART

AND:

The City of Trail, a municipality incorporated pursuant to the *Community Charter* and having its business office at 1394 Pine Ave., Trail, British Columbia, V1R 4E6 ("Trail")

OF THE SECOND PART

AND:

The City of Rossland, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 1179, 2196 LeRoi Ave, Rossland, British Columbia, V0G 1Y0 ("Rossland")

OF THE THIRD PART

AND:

The Village of Warfield, a municipality incorporated pursuant to the *Community Charter* and having its business office at 555 Schofield Hwy, Trail, British Columbia, V1R 2G7 ("Warfield")

OF THE FOURTH PART

AND:

The Village of Montrose, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 510, 565 11th Ave, Montrose, British Columbia, V0G 1P0 ("Montrose")

OF THE FIFTH PART

AND:

The Village of Fruitvale, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 370, 1947 Beaver St., Fruitvale, British Columbia, V0G 1L0 ("Fruitvale")

OF THE SIXTH PART

WHEREAS:

- A. MUTUAL AID is the sharing of supplies, equipment, personnel, information, or other resources across political boundaries; and,
- B. By Ministerial Order M084, the Minister of Public Safety and Solicitor General has declared that local authorities must exercise "best efforts" to enter into mutual aid agreements with neighbouring jurisdictions to ensure continuity of essential services during the COVID-19 pandemic, and in particular to ensure that wastewater and drinking water services are maintained; and
- ESSENTIAL SERVICES for the purpose of this agreement include water and wastewater infrastructure; and
- D. The Parties desire to enter into an Agreement whereby supplies, equipment, personnel, information, or other resources of any Party can be deployed to assist the other Parties

during an emergency;

E. The RDKB, Trail, Rossland, Warfield, Montrose and Fruitvale consider it to be of mutual benefit to enter into an arrangement whereby any one of them may, in situations where the resources of their own resources are insufficient, request Mutual Aid from the others to bring the situation under control.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

Interpretation

- 1. Unless the context otherwise requires, in this Agreement:
 - (a) "CAO" means the person appointed by the Board of Directors or Council for each Party as the Chief Administrative Officer;
 - (b) "Emergency Situation" means a real or anticipated occurrence that in the opinion of the CAO compromises the ability of the Requesting Party to provide an Essential Service to their constituents.
 - (c) "Mutual Aid" means assistance by providing, upon request, emergency resources to another Party outside the jurisdictional boundaries of the Party that provides the emergency resources;
 - (d) "Requesting Party" means the local government requesting Mutual Aid under this Agreement;
 - (e) "Responding Party" means the local government responding to a request for Mutual Aid under this Agreement.

The Request for Mutual Aid

- Where the CAO of the Requesting Party determines that the resources of their local government are insufficient to provide an Essential Service, whether actual or imminent, they may request the Mutual Aid of another Party for the purposes of maintaining that service and in submitting such request, the said CAO shall specify the type of assistance and the number of personnel required.
- The Requesting Party shall first request Mutual Aid from the Party that is closest in proximity to their location.
- 4. If the Party that is closest in proximity to the location of the Requesting Party is unable to provide some or all required Mutual Aid, the Requesting Party may request Mutual Aid from the Party that is next closest in proximity to their location.
- 5. All requests for Mutual Aid under this Agreement shall be made by the CAO of the Requesting Party to the CAO of the Party from whom Mutual Aid is being requested.

The Provision of Mutual Aid

- 6. The CAO of a Party from whom Mutual Aid has been requested under this Agreement shall immediately upon receiving the request determine, in their sole discretion, as soon as reasonably possible whether and to what extent the supplies, equipment, personnel, information, or other resources of their local government may be deployed to assist the Requesting Party and shall thereafter deploy to the extent available such supplies, equipment, personnel, information, or other resources.
- 7. Nothing in this Agreement requires the CAO of a Responding Party from whom Mutual

Aid has been requested under this Agreement to deploy supplies, equipment, personnel, information, or other resources to assist a Requesting Party that the CAO has determined are unavailable or are required to provide service within their local government.

- 8. All supplies, equipment, personnel, information, or other resources provided by a Responding Party to a Requesting Party under this Agreement shall, for the duration of the time that the Mutual Aid is being provided under this Agreement, be under the direction of the CAO of the Requesting Party who shall adhere to recognized principles of accountability for responder personnel safety.
- 9. The Requesting Party is responsible for ensuring that any workers from the Responding Party understand the Safe Work Procedures required to undertake the tasks needed to assist and that all safety equipment and proper protective equipment is provided by the Requesting Party.
- 10. The CAO of a Responding Party may, in their sole discretion, recall at any time for whatever reason any resource provided by their local government to the Requesting Party under this Agreement and shall not be liable for any loss, costs, damages or expenses whatsoever as a result thereof.
- 11. Upon being notified, whether verbally or in writing, that the CAO of a Responding Party has recalled supplies, equipment, personnel, information, or other resources under section 9 of this Agreement, the CAO of the Requesting Party shall immediately release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that was recalled by the CAO of the Responding Party.
- 12. The CAO of a Requesting Party shall, as soon as practicable, release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that is no longer required to assist in Requesting local government.
- 13. The CAO of a Requesting Party shall release and return to the Responding Party all equipment or other resources provided by the Responding Party in the same working condition as when it was accepted by the Requesting Party.

The Cost of Mutual Aid

- 14. It is understood that no charge shall be levied for services rendered by any of the Parties to this Agreement or personnel of the other Party hereto.
- 15. The Requesting Party shall reimburse the Responding Party all costs for any consumable items used during the Emergency Situation or any equipment that is damaged beyond repair or destroyed as a result of the event.

Waiver and Indemnification

- 16. No Party to this Agreement shall bring any claim, action, or demand against any other Party to this Agreement or its elected officials, officers, employees, agents, volunteers, or contractors and, without limiting the generality of the foregoing, in respect of or in any way related to the decision of a CAO as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
- 17. No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers or contractors, shall be liable to any other Party to this Agreement in respect of the decision of a CAO as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
- The Requesting Party shall indemnify and save harmless the Responding Party, its

elected officials, officers, employees, agents, volunteers, or contractors from and against any and all claims, demands, actions, causes of action, loss, costs, damages and expense (including legal fees on a solicitor-client basis) in respect of or in any way related to the provision of Mutual Aid under this Agreement and, without limiting the generality of the foregoing, any action taken or thing done or any failure to take action or do a thing under this Agreement, save and except where the claim, demand, action, cause of action, loss, cost, damage, or expense arose from the negligence of the Assisting Party.

19. In the event that a Responding Party acts independently of the Requesting Party then the Responding Party shall not be entitled to any indemnity pursuant to this article, but shall be responsible for its own legal liabilities and shall accordingly indemnify and save harmless the Requesting Party for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Responding Party in connection with the Mutual Aid.

Insurance

- 20. Each Party to this Agreement shall keep in force third party liability insurance coverage to a minimum of ten million (\$10,000,000.00), dollars and each such policy shall add all other Parties to this Agreement as additional named insured when rendering Mutual Aid pursuant to this Agreement.
- 21. Each Party shall maintain insurance coverage on its own equipment.
- 22. Each Party shall maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.
- 23. This Agreement shall be in force for a period of Two Years (24 months) commencing on the date of its execution by all Parties.

Termination

- 24. Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of its intention to do so to the other Parties to this Agreement and thereafter shall be unconditionally released from any further obligation herein save and except any obligation up to the date of termination.
- 25. Where a Party to this Agreement terminates its rights and obligations under this Agreement, this Agreement shall continue in force between the remaining parties.

Miscellaneous Provisions

- 26. Any requests for Mutual Aid shall be subject to any of the Parties obligations pursuant to the provisions of the *Emergency Program Act* R.S.B.C. c. 111.
- 27. The Parties agree to consult on a regular basis through their CAO to achieve the optimum deployment of Mutual Aid.
- 28. The Parties hereto agree that in the event of dispute between any of the Parties, each of the Parties hereto shall meet with a qualified mediator in a timely manner and attempt in good faith to negotiate a settlement of such dispute during which time such representatives shall disclose to the other all relevant information relating to the dispute.
- 29. This Agreement shall be the entire agreement between the Parties in respect of the provision of Mutual Aid by the Parties to one another for the purposes of bringing Emergency Situations under control.
- The Parties may not assign this Agreement without the prior written consent of the other

	Parties to this Agreement.
31.	
32.	
33.	
34.	This Agreement may be executed in any number of counterparts. Any executed counterpart shall be construed as an original. All executed counterparts together shall constitute the Agreement.
	WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement of the date first written above.
	The Corporate Seal of the REGIONAL DISTRICT OF KOOTENAY BOUNDARY was hereunto affixed in the presence of:
	Chair
	Chief Administrative Officer
	The Corporate Seal of the CITY OF TRAIL was hereunto affixed in the presence of:
	Mayor
	Chief Administrative Officer
	The Corporate Seal of the CITY OF ROSSLAND was hereunto affixed in the presence of:
	Mayor
	Chief Administrative Officer
	Page 5

VILLAGE OF MONT was hereunto affixed Mayor				
Chief Administrative Of	ficer			
VILLAGE OF FRUIT	VALE			
Chief Administrative Of	ficer			
	VILLAGE OF FRUIT was hereunto affixed Mayor	The Corporate Seal of the VILLAGE OF FRUITVALE was hereunto affixed in the presence of: Mayor Chief Administrative Officer	WILLAGE OF FRUITVALE was hereunto affixed in the presence of: Mayor	WILLAGE OF FRUITVALE was hereunto affixed in the presence of: Mayor

ESSENTIAL SERVICES MUTUAL AID AGREEMENT

THIS AGREEMENT is dated for reference the _ day of April 2020.

BETWEEN:

The Regional District Kootenay Boundary, a regional district incorporated pursuant to the *Local Government Act* and having its business office at 202-843 Rossland Ave, Trail, British Columbia, V1R 4S8 (the "RDKB")

OF THE FIRST PART

AND:

The City Grand Forks, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 220, 7217 - 4^{th} St., Grand Forks, British Columbia, V0H 1H0 ("Grand Forks")

OF THE SECOND PART

AND:

The Village of Midway, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 160, 661 8th Ave, Midway, British Columbia, V0G 1M0 ("Midway")

OF THE THIRD PART

AND:

The City of Greenwood, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 129, 202 South Government St, Greenwood, British Columbia, V0H 1J0 ("Greenwood")

OF THE FOURTH PART

WHEREAS:

- A. MUTUAL AID is the sharing of supplies, equipment, personnel, information, or other resources across political boundaries; and,
- B. By Ministerial Order M084, the Minister of Public Safety and Solicitor General has declared that local authorities must exercise "best efforts" to enter into mutual aid agreements with neighbouring jurisdictions to ensure continuity of essential services during the COVID-19 pandemic, and in particular to ensure that wastewater and drinking water services are maintained; and
- C. ESSENTIAL SERVICES for the purpose of this agreement include water and wastewater infrastructure; and
- D. The Parties desire to enter into an Agreement whereby supplies, equipment, personnel, information, or other resources of any Party can be deployed to assist the other Parties during an emergency;
- E. The RDKB, Grand Forks, Midway and Greenwood consider it to be of mutual benefit to enter into an arrangement whereby any one of them may, in situations where the resources of their own resources are insufficient, request Mutual Aid from the others to bring the situation under control.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

Interpretation

- 1. Unless the context otherwise requires, in this Agreement:
 - (a) "CAO" means the person appointed by the Board of Directors or Council for each Party as the Chief Administrative Officer;
 - (b) "Emergency Situation" means a real or anticipated occurrence that in the opinion of the CAO compromises the ability of the Requesting Party to provide an Essential Service to their constituents.
 - (c) "Mutual Aid" means assistance by providing, upon request, emergency resources to another Party outside the jurisdictional boundaries of the Party that provides the emergency resources;
 - (d) "Requesting Party" means the local government requesting Mutual Aid under this Agreement;
 - (e) "Responding Party" means the local government responding to a request for Mutual Aid under this Agreement.

The Request for Mutual Aid

- 2. Where the CAO of the Requesting Party determines that the resources of their local government are insufficient to provide an Essential Service, whether actual or imminent, they may request the Mutual Aid of another Party for the purposes of maintaining that service and in submitting such request, the said CAO shall specify the type of assistance and the number of personnel required.
- 3. The Requesting Party shall first request Mutual Aid from the Party that is closest in proximity to their location.
- 4. If the Party that is closest in proximity to the location of the Requesting Party is unable to provide some or all required Mutual Aid, the Requesting Party may request Mutual Aid from the Party that is next closest in proximity to their location.
- 5. All requests for Mutual Aid under this Agreement shall be made by the CAO of the Requesting Party to the CAO of the Party from whom Mutual Aid is being requested.

The Provision of Mutual Aid

- 6. The CAO of a Party from whom Mutual Aid has been requested under this Agreement shall immediately upon receiving the request determine, in their sole discretion, as soon as reasonably possible whether and to what extent the supplies, equipment, personnel, information, or other resources of their local government may be deployed to assist the Requesting Party and shall thereafter deploy to the extent available such supplies, equipment, personnel, information, or other resources.
- 7. Nothing in this Agreement requires the CAO of a Responding Party from whom Mutual Aid has been requested under this Agreement to deploy supplies, equipment, personnel, information, or other resources to assist a Requesting Party that the CAO has determined are unavailable or are required to provide service within their local government.
- 8. All supplies, equipment, personnel, information, or other resources provided by a Responding Party to a Requesting Party under this Agreement shall, for the duration of the time that the Mutual Aid is being provided under this Agreement, be under the direction of the CAO of the Requesting Party who shall adhere to recognized principles of accountability for responder personnel safety.

- The Requesting Party is responsible for ensuring that any workers from the Responding Party understand the Safe Work Procedures required to undertake the tasks needed to assist and that all safety equipment and proper protective equipment is provided by the Requesting Party
- 10. The CAO of a Responding Party may, in their sole discretion, recall at any time for whatever reason any resource provided by their local government to the Requesting Party under this Agreement and shall not be liable for any loss, costs, damages or expenses whatsoever as a result thereof.
- 11. Upon being notified, whether verbally or in writing, that the CAO of a Responding Party has recalled supplies, equipment, personnel, information, or other resources under section 9 of this Agreement, the CAO of the Requesting Party shall immediately release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that was recalled by the CAO of the Responding Party.
- 12. The CAO of a Requesting Party shall, as soon as practicable, release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that is no longer required to assist in Requesting local government.
- 13. The CAO of a Requesting Party shall release and return to the Responding Party all equipment or other resources provided by the Responding Party in the same working condition as when it was accepted by the Requesting Party.

The Cost of Mutual Aid

- 14. It is understood that no charge shall be levied for services rendered by any of the Parties to this Agreement or personnel of the other Party hereto.
- 15. The Requesting Party shall reimburse the Responding Party all costs for any consumable items used during the Emergency Situation or any equipment that is damaged beyond repair or destroyed as a result of the event.

Waiver and Indemnification

- 16. No Party to this Agreement shall bring any claim, action, or demand against any other Party to this Agreement or its elected officials, officers, employees, agents, volunteers, or contractors and, without limiting the generality of the foregoing, in respect of or in any way related to the decision of a CAO as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
- 17. No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers or contractors, shall be liable to any other Party to this Agreement in respect of the decision of a CAO as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
- 18. The Requesting Party shall indemnify and save harmless the Responding Party, its elected officials, officers, employees, agents, volunteers, or contractors from and against any and all claims, demands, actions, causes of action, loss, costs, damages and expense (including legal fees on a solicitor-client basis) in respect of or in any way related to the provision of Mutual Aid under this Agreement and, without limiting the generality of the foregoing, any action taken or thing done or any failure to take action or do a thing under this Agreement, save and except where the claim, demand, action, cause of action, loss, cost, damage, or expense arose from the negligence of the Assisting Party.
- 19. In the event that a Responding Party acts independently of the Requesting Party then the Responding Party shall not be entitled to any indemnity pursuant to this article, but

shall be responsible for its own legal liabilities and shall accordingly indemnify and save harmless the Requesting Party for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Responding Party in connection with the Mutual Aid.

Insurance

- 20. Each Party to this Agreement shall keep in force third party liability insurance coverage to a minimum of ten million (\$10,000,000.00), dollars and each such policy shall add all other Parties to this Agreement as additional named insured when rendering Mutual Aid pursuant to this Agreement.
- 21. Each Party shall maintain insurance coverage on its own equipment.
- 22. Each Party shall maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.
- This Agreement shall be in force for a period of Two Years (24 months) commencing on the date of its execution by all Parties.

Termination

- 24. Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of its intention to do so to the other Parties to this Agreement and thereafter shall be unconditionally released from any further obligation herein save and except any obligation up to the date of termination.
- 25. Where a Party to this Agreement terminates its rights and obligations under this Agreement, this Agreement shall continue in force between the remaining parties.

Miscellaneous Provisions

- Any requests for Mutual Aid shall be subject to any of the Parties obligations pursuant to the provisions of the *Emergency Program Act* R.S.B.C. c. 111.
- The Parties agree to consult on a regular basis through their CAO to achieve the optimum deployment of Mutual Aid.
- 28. The Parties hereto agree that in the event of dispute between any of the Parties, each of the Parties hereto shall meet with a qualified mediator in a timely manner and attempt in good faith to negotiate a settlement of such dispute during which time such representatives shall disclose to the other all relevant information relating to the dispute.
- 29. This Agreement shall be the entire agreement between the Parties in respect of the provision of Mutual Aid by the Parties to one another for the purposes of bringing Emergency Situations under control.
- The Parties may not assign this Agreement without the prior written consent of the other Parties to this Agreement.
- 31. This Agreement shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- 32. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
- 33. Unless otherwise authorized under this Agreement, all notices under this Agreement shall be given in writing to the CAO of the Parties to this Agreement.
- 34. This Agreement may be executed in any number of counterparts. Any executed

	counterpart shall be construed as an original. All executed counterparts together shall constitute the Agreement.
II	N WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement
	s of the date first written above.
	The Corporate Seal of the REGIONAL DISTRICT OF KOOTENAY BOUNDARY was hereunto affixed in the presence of:
	Chair
	Chief Administrative Officer
	The Corporate Seal of the CITY OF GRAND FORKS was hereunto affixed in the presence of:
	Mayor
	Chief Administrative Officer
	The Corporate Seal of the VILLAGE OF MIDWAY
	was hereunto affixed in the presence of:
	Mayor
	Chief Administrative Officer
	The Corporate Seal of the CITY OF GREENWOOD was hereunto affixed in the presence of:
	Mayor
	Chief Administrative Officer
	Page 5

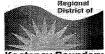


Federal/Provincial Gas Tax Funding Application

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 purposes 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 and Protection of Privacy Officer at 250-368-9148 or foi@rdkb.com.

Project Title					
-	Multipurpo	se Structure			
Applicant Contact	Information:				
Name of Organization	Rock Cr	eek & Bounda	ary Fair <i>F</i>	Association	
Address	PO Box	83, Rock Cre	ek, BC \	V0H 1Y0	
Phone No.	250-446	6-2465	Fax No.	250-446-2639	
Email Address	rcfair.gn	n@gmail.com	,		
Director(s) in Supp Of Pro	ject Vicki	Gee 114.17		Area E	
vour organization a (where appropria		39/3 🗸 Community Organization	
nd Ownership – Plea	ise check one	of the following	:		
		er of the propert nd. Tenure/licer		404713	
you have the Lando	wner's writte	en approval to co	omplete th	e works on the land(s)?	
Yes (include No	copies of per	mits)			
nership and Legal Drks will occur.	escription de	tails are require	d for all pa	rcels of land on which the proposed	
Registered Owners	of Land	Legal Descrip	tion of lan	d(s)	
	in Right of the			Similkameen Division of Yale District, Plan 5758	

Email: admin@rdkb.com · web: rdkb.com



Cootenay Boundary

Application Contents – must include all of the following:

- 1. Description of the project including management framework
- Project Budget including project costs (E.g. employee, equipment, etc.) 2.
- Outline of project accountability including Final Report and financial statements 3.

1. Eligible Project Description including timeline:

The poultry/small animal building was dismantled in the Spring/Summer of 2019 due to health and safety concerns. For the 2019 Fair, the poultry and small animal (rabbits & guinea pigs) exhibits were temporarily relocated to the livestock and swine barn to ensure that exhibitors would be able to show their poultry and small animals and visitors would be able to enjoy these wonderful exhibits.

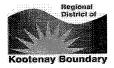
The proposed replacement structure will be 7.62 metres by 13.72 metres or 104.5 square metres. The structure is expected to have a minimum life expectancy of 25 years and will be located in a large outdoor pavilion area of the Fair Grounds recreation area between the outdoor riding arena and livestock barn. It will be centrally located in order to provide access to washrooms and viewing of the outdoor stage as well as easy access from the main parking lot.

The structure will have a concrete slab floor in order to provide a level base for tables, chairs and benches. The structure will be constructed with wood posts and beams of varying dimensions of 6 " x 6", 8" x 8" and 6" x 10". The solid roof structure will be constructed with vaulted trusses. The metal roofing material will be attached to 1 strapping which has been attached to the trusses. The roofing system will also include venting and a metal ridge cap. Locally sourced materials will be used wherever possible.

The project is expected to begin no later than May 1, 2020 with an expected completion date of not later than June 30, 2020. The building permit has been applied for and received (Copy of Permit # 20-0050E attached). The project has been approved by the Ministry of Forests, Lands and Natural Resource as representative of Her Majesty the Queen in the Right of the Province of BC (Copy of Approval Letter attached). The structure will be built by a qualified general contractor with the appropriate Liability Insurance and WorkSafe BC certificates.

The anticipated project timeline is as follows:

May 1st - 15th - form and pour foundation, followed by concrete slab May 16th - 31st - post and beam framing, strapping & roof truss installation June 1st - 7th - installation of metal roofing, including venting and metal ridge cap June 7th - 15th - apply wood preservative, re-connect water and electricity June 16th - 23rd - site clean up

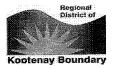


1.1 Project Impact:

In September 2020, the Rock Creek & Boundary Fair Association (RCBFA) is celebrating its Diamond Jubilee as it hosts its 75th Annual Agricultural Fair. It began as a one day event and was held at the community hall on the highway. At its current location of 50+ acres along the Kettle River, the Fair is held over two days, attracting over 10,000 visitors to the area who are entertained, educated and exposed to agriculture and related rural life.

As the largest facility of its type in the West Boundary, the Rock Creek Fair Grounds has become more than just a venue to hold an annual two day agricultural Fair; it has become the "community centre" of the West Boundary. The facilities are used by many local groups including non-profit associations such as the Lion 's Club for their Christmas Hamper Program & free Community Easter Dinner, the ladies Baseball team to host baseball games and tournament, the 46 members strong Boundary C 4-H Club and Borderline Sheep Club, who are sponsored by the RCBFA, use the facilities for meetings, speeches, Rally Day and the Cattle Baron 's Ball which is their major annual fundraiser, the Rock Creek Horse Association to hold horse events and clinics, Quilt Shows, Art Groups, Local, Provincial & Federal polling stations. In addition, large event organizers such as Interior BC Association for Injured Motorcyclists and the Rock 'N Kettle Rodeo hold annual events utilizing every square metre of the Fair Grounds. drawing a diverse range of people from all over the province, and beyond, to our amazing and unique facility. The spillover effect from these large users directly impacts and increases tourism which supports the economy of the local businesses. Also, since the wildfires of 2015 the Fair Grounds has been designated as an Emergency Evacuation Centre which can house and feed evacuees as well as shelter displaced animals in the livestock barn. And most importantly, it is a place where the local community comes together to celebrate marriages, anniversaries and milestone events, and to comfort family and friends in times of loss and sorrow.

The Rock Creek & Boundary Fair Association (RCBFA) is the largest not-for-profit organization in the West Boundary of the Regional District of the Kootenay Boundary. Our mission is to promote agriculture and related rural life; and for this purpose to lease, manage and operate lands in order to host an annual Agricultural Fair, enhance our communities and sustain the Society. Over time, many of the buildings, including the poultry and small animal building, have deteriorated and become safety concerns. In addition, many of the shade trees on the property have succumbed to environmental issues such as bug kill or wind storms. As the majority of the events taking place on the property are outdoors, many organizations and individuals, including the RCBFA, must rent or borrow tent/shade structures for their event which is labour intensive, time consuming and costly. By replacing the poultry and small animal building with a multipurpose structure, that can be multifunctional and used on more than just one weekend a year, an esthetically pleasing and permanent structure would be of enormous logistical and economic benefit to all who use the Facility.



1.2 Project Outcomes:

- 1. Replace single function/purpose, dilapidated structure with safe, new, multifunction/purpose structure.
- 2. Increase the overall use of the facilities by providing a friendly and safe environment that is also esthetically pleasing.
- 3. Increasing the overall use of the facilities translates into an increased awareness of the Community and surrounding areas which in turn provides economic spin-off to the businesses within the Community.
- 4. Provide local construction trades with an economic opportunity.
- 5. Sourcing/purchasing construction materials from local providers. Keeping money within the Community.
- 6. Increase and promote tourism in the area by using social media, advertising and website to maket people aware of the Fair and Facility.

1.3 Project Team and Qualifications:

The project will be overseen by the General Manager of the Rock Creek & Boundary Fair Association. The GM has over 33 years of experience managing the commercial real estate portfolio of a BC Pension Fund including the responsibility for tendering extensive building renovations and retrofits and overseeing various contractors to repair and maintain building systems. The GM is supported by a nine member Board of Directors, several of whom have a background in construction and building trades.

2. Project Budget:

Eligible costs for this project are outlined below. These include all direct costs that are reasonably incurred and paid by the Recipient under the contract for goods and services necessary for the implementation of the Eligible Project. **Schedule B** outlines Eligible Costs for Eligible Recipients (see

attached). Attach supporting quotes and estimates.

Items	Details	Cost (\$)
Foundation Material	Material and equipment for foundation	3010.35
Foundation Labour	Strip and prep site & supervision	396.00
Concrete Slab/Floor	Concrete, reinforcing mesh and placement/finish	4775.25
Concrete Slab Labour	Forming, rebar installation, supervision, clean up	242.00
Structure Materials	Posts, beams, trusses & cladding	6448.74
Structure Labour	Labour to assemble structure	1716.00
Roofing Materials	Metal roofing including strapping	3257.83
Roofing Labour	Labour to install metal roofing and strapping	704.00
Finishing	Supply and apply wood preservative to structure & general site clean up	864.00
		,
		.04.44.47
	Total	\$21,414.17

Additional	Budget	Inform	ation
Additional	Duuge		auon

The Rock Creek & Boundary Fair	Association has a GST	number and wil	i be claiming the
GST paid as an input tax credit.			

3. Accountability Framework:

The Eligible Recipient will ensure the following:

- Net incremental capital spending is on infrastructure or capacity building
- Funding is used for Eligible Projects and Eligible Costs
- Project is implemented in diligent and timely manner
- Provide access to all records
- Comply with legislated environmental assessment requirements and implement environmental impact mitigation measures
- Provision of a Final Report including copies of all invoices

Schedule of Payments

The RDKB shall pay the Proponent in accordance with the following schedule of payments:

- (a) 75% upon signing of the Contract Agreement;
- (b) 25% upon receipt of progress report indicating 75% completion of the Project and a statement of income and expenses for the Project to that point.

By signing below, the recipient agrees to prepare and submit a summary final report outlining project outcomes that were achieved and information on the degree to which the project has contributed to the objectives of cleaner air, cleaner water or reduced greenhouse gas emissions. This must also include financial information such as revenue and expenses.

In addition, an annual report (for 5 years) is to be submitted to the RDKB prior to October 31st of each year detailing the impact of the project on economic growth, a clean environment, and/or strong cities and communities.

Signature	Name	Date
fra lum	Lisa Sims	March 30, 2020

202-843 Rossland Ave Trail, British Columbia Canada V1R 4S8 Toll-free: 1 800 355 7352 · tel: 250 368-9148 · fax: 250 368-3990

Email: admin@rdkb.com · web: rdkb.com



Our File: 0096781 March 27, 2020

Rock Creek & Boundary Fair Association **Box 83** Rock Creek, BC V0H 1Y0

Dear Lisa Sims,

Re: Letter of Approval for Lease No. 404713 - Rock Creek & Boundary Fair **Association**

BLOCK C OF DISTRICT LOT 215, SDYD, PLAN 5758

Please accept this letter as the Ministry of Forests, Lands and Natural Resource Operations' consent to authorize you to proceed with the reconstruction of a multipurpose structure at the fairgrounds.

When the construction is complete, please update your management plan, and provide an updated plan with appropriate photos of the improvements so that your tenure file may be updated.

If you have any questions regarding this letter, please call me at 250-426-1782.

Yours truly,

Rick Fraser

Senior Authorizations Specialist

Kootenay Boundary Region

Rick Frase

Regional District of Kootenay Boundary

Building Permit

This permit must be kept posted in a conspicuous place on the job site in view of all and kept there until the work is completed.

Legal Description

BLOCK C, DL 215, TRAN VAPSTEB

Street Address

Project Description

CONSTRUCT ALLEGORY STRUCTURE

Shade Structure - Rock Creek & Boundary Fair Association Materials and Labour Estimate

461115BC Ltd/Border Country Construction

Dean Corbett 250-446-2420 Dave Corbett 250-212-6554

FOUNDATION		Time	Ma	iterials	Cost		Materials	Labour/BCC	Total Lab.
Strip off topsoil to 6" Skidsteer Rent/o	perate	4	\$	135.00	\$	540.00	540		& Materials
6" structural fill, water and compact									
G&H Harfman 44 yds @\$	13 + 2 trips				\$	1,000.00	1000	ı	
Rent 1000lb Compactor		4			\$	160.00	160	ı	
Place, water and compact	fill	12	\$	22.00	\$	264.00	264		
Dig Bigfoot Holes after predrilled by si	kidsteer	8	\$	22.00	\$	176.00	176	i	
					\$	-			
Bigfoot 28" x 14 pcs		14	\$	25.49	\$	356.86	356.86	i	
SonoTube 12" x 24" 14pcs	12'	2	\$	36.54	\$	73.08	73.08	i	
					\$	**			
ReBar 5/8" x4 x 20'		4	\$	14.40	\$	57.60	57.6	i	
Concrete from KV ReadiMix		2.7	\$	141.78	\$	382.81	382.81		
Supervision and Layout Labour		10	\$	22.00	\$	220.00		220)
Place Bigfeet and Pour Concrete		8		22.00	\$	176.00		176	3
1 1000 2131211 21121 1 0 11 0 21101 0 11				iterials/Rent	als		\$ 3,010.35		
		Tota	I La	bour				\$ 396.00	\$ 3,406.35

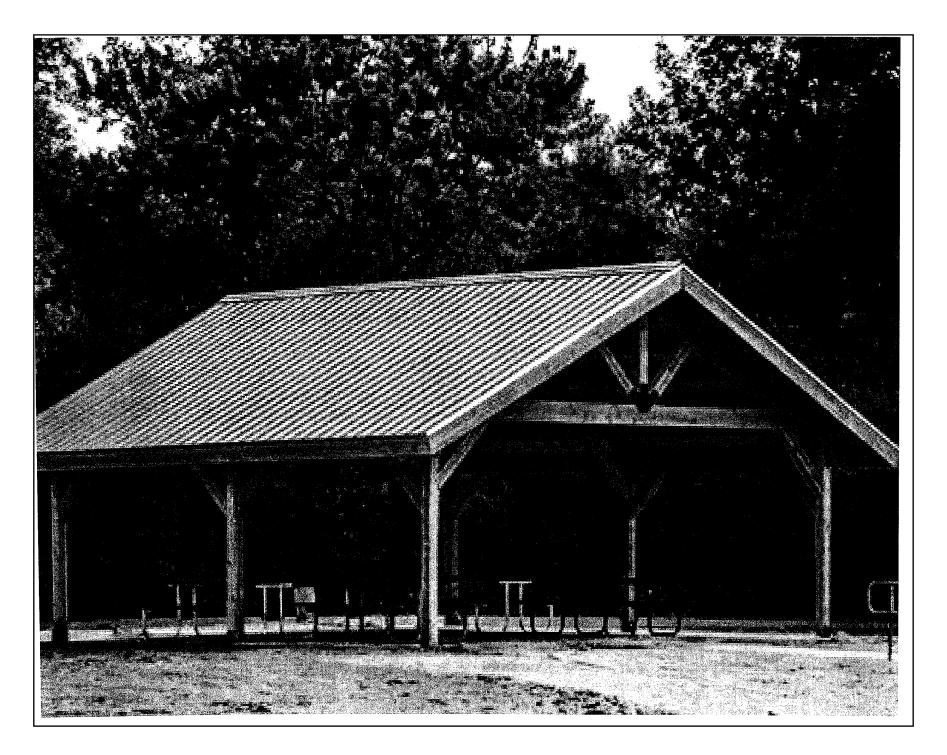
Total for Foundation

Concrete Slab for Floor		Time Materials	Labour	
Area 24' x 44' x 5"				
Materials	Amount Price	Total		
Concrete 35 MPA	17 \$	16 \$ 2,741.25		
Reinforcing Mesh	15 \$	3 \$ 450.00		
		\$ -		
Broom Place and Finish	1056 \$	\$ 1,584.00	\$4,775.25 \$4,7	75.25

Attachment # 11.11.d)

Labour		Price	Tin	ne					
Slab forming &rebar placeme	n		22	6	\$ 132.00	\$	132.00		
Oversee Concrete Pour and I			22		\$ 88.00	\$	88.00		
Cleanup		:	22	1	\$ 22.00	\$	22.00		
- v			Tot	al La	bour Forming	t \$	242.00	\$242.00	\$242.0
		Total La	abour	anı					
STRUCTURE MATERIALS									
Main Posts 8" x 8" x 8'	14 pcs x 5			70	•	•	443.10		
End Posts 6" x6" x 8' 10"	4 pcs x 4 c			16			112.00		
Main beams 6" x 10" x 48'	2pcs x 12			24			420.24		
Cross Beams 6"x10"x 20'	5pcs x5 of			25	-		437.75		
Knee Braces 8" x8" x 6'	8pcs x 5 o		6, =	20	\$ 10,72		214.40		
Vaulted Trusses from Alpha	Truss total q	uote				\$	3,167.25		
2" x2" square steel tubing	10pcs	new me	tho	10	\$ 80.00	\$	800.00		
Specialty Tools						\$	100.00		
Specialty Fasteners						\$	200.00		
		Total S	Structu	ural	Materials	\$	5,894.74	\$	5,894.74
STRUCTURE 1" CLADDING	3		fbr	m	\$700/1000fbn	1			
Main Posts 8 x 8	28 pcs 1"	x 10" x 8	, 2	200		\$	140.00		
Main Posts 8x8	28 pcs 1"	x 8" x 8'	•	160		\$	112.00		
End Posts 6 x 6	8 pcs 1" :	x 6" x 8'		35		\$	24.50		
End Posts 6 x 6	8pcs 1" x	4" x8'		25		\$	17.50		
Main Beams	16pcs 1" :		3'	225		\$	157.50		
Main Beams	8 pcs 1" x	(6" x 16'		75		\$	52.50		
					total cladding	\$	504.00		
					wai viaduli iy	\$	50.00		
cladding fasteners									

TRUCTURE LABOUR Build Posts	8 \$	22.00 \$	176.00		
Set posts	8 \$	22.00 \$	176.00		
Set and Build Main Beams	6 \$	22.00 \$	132.00		
Set and build Knee Braces	16 \$	22.00 \$	352.00		
	20 \$	22.00 \$	440.00		
Set and attach Trusses	25 ψ	L2.50 V	7.0.00		
Attach cladding to structure	20 \$	22.00 \$	440.00		
	Total	Structure La	bour	\$ 1,716.00	
ROOFING			222.00		
I" antique Have most in stock rest purchase from I" strappin In stock	raser Corbett	\$	200.00		
Non-slip Underlay		\$	200.00		
Alpha Truss Quote for complete roofing package		\$	2,857.83		
	Total Roof N	laterials \$	3,257.83	\$ 3,257.83	
TO DETING A ADOLLO	Hours				
ROOFING LABOUR	8	\$	176.00		
Paint antique 1" materials to form solid roof	8	\$	176.00		
Attach antiqued roof	2	\$	44.00		
Attach non-slip building paper to roof	4	\$	88.00		
Attach 1" strapping for tin	8	\$	176.00		
Attach metal roofing	2	\$	44.00		
Attach vent barrier & metal ridgecap	Total Roof L	•	704.00	\$ 704.00	
STRUCTURE PRESERVATIVE					
Total area for painting	1000				
Paint needed at 200sq ft/4litres X 2 COATS	10 \$60/4	I \$	600.00	\$ 600.00	
PRESERVATIVE APPLICATION LABOUR	8	\$	176.00	\$ 264.00	
CLEANUP ETC	4	\$	88.00		
		St	amped		
Total	Materials	\$	18,092.17		
Total	Labour	\$	3,322.00		
	Total Estima	te \$	21,414.17	\$ 21,414.17	
Plus Applicable Taxes					





STAFF REPORT

Date: 14 April 2020 File

To: Chair Langman,

From: Barb Ihlen, General Manager of

Finance/CFO

Re: 2020 Tax Requisition Update and Budget Amendment

Issue Introduction

A staff report from Barb Ihlen, General Manager of Finance/CFO, regarding the 2020 tax requisition update and required budget amendment to the approved 2020-2024 Five Year Financial Plan.

History/Background Factors

BC Assessment provides local governments three versions of the property assessment rolls throughout the year. The first is the *completed* roll, which is released on December 31st. The completed roll information is used in the development of the budget. The *revised* roll is released at the end of March and represents any changes to assessed value that occurred from November 30th to the date of the release. In 2020, this roll was released on March 31st. The *final* roll is released in the following year and represents the final assessed value for a specific property in the prior year after all appeals have taken place.

While there is an expectation that there will be minor changes between the date of the release of the completed roll and the revised roll, in 2020, there was a significant change in the assessed value in Electoral Area A. This was due to the exemption in taxation for the Waneta Expansion Power Corporation (Order in Council attached). The below table (Table 1) summarizes the changes in assessed value for each municipality and electoral area.

TABLE 1	BC Assess Hospital Purpose Ne Pre-Conv		
	Completed Roll	Revised Roll	
	(December 31, 2019)	(March 31, 2020)	<u>Change</u>
Fruitvale	243,159,000	242,944,000	(215,000)
Grand Forks	578,180,795	577,670,195	(510,600)
Greenwood	68,965,952	68,941,752	(24,200)
Midway	89,554,095	89,299,303	(254,792)
Montrose	129,978,800	129,963,200	(15,600)
Rossland	803,967,416	802,243,140	(1,724,276)
Trail	1,157,359,617	1,157,106,117	(253,500)
Warfield	211,223,600	211,143,600	(80,000)
Electoral Area "A"	471,635,612	415,759,312	(55,876,300)
Electoral Area "B"	307,017,506	306,925,906	(91,600)
Electoral Area "C"	728,226,340	727,035,940	(1,190,400)
Electoral Area "D"	513,139,079	511,668,345	(1,470,734)
Electoral Area "E"	1,394,617,083	1,390,645,087	(3,971,996)
	6,697,024,895	6,631,345,897	(65,678,998)

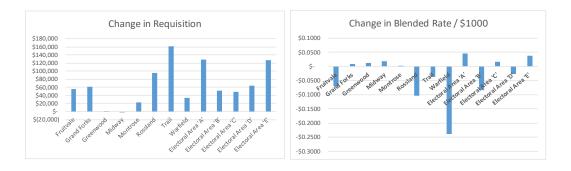
Implications

The major change in assessed values in Area A has shifted the tax requisition represented in the budget for Electoral Area A, and other electoral areas and municipalities that participate in the same services. However, when compared to the prior year tax requisition, the changes are minimal. The below table and charts (Table 2) describe the changes from 2019 to 2020 in assessment value, tax requisition and blended tax rate per thousand.

TABLE 2

Regional District of Kootenay Boundary 2020 vs 2019 Requistion Comparison

	Char	Change in Assessment		Change in Requisition							
		(revised roll)		(before price	or year adjust	ments)		Change in B	lend	led Rate ,	/\$1000
	2020	2019	Change	2020	2019	Change		2020		2019	Change
Fruitvale	242,944,000	228,633,825	14,310,175	\$ 1,216,776	\$1,161,155	\$ 55,622	Ş	5.0085	\$	5.0787	-\$0.0702
Grand Forks	577,670,195	557,516,970	20,153,225	\$ 1,593,208	\$1,532,432	\$ 60,776	Ş	2.7580	\$	2.7487	\$0.0093
Greenwood	68,941,752	68,976,048	- 34,296	\$ 61,818	\$ 60,941	\$ 877	Ş	0.8967	\$	0.8835	\$0.0132
Midway	89,299,303	91,886,407	- 2,587,104	\$ 78,089	\$ 78,587	-\$ 498	Ş	0.8745	\$	0.8553	\$0.0192
Montrose	129,963,200	123,245,700	6,717,500	\$ 443,055	\$ 419,821	\$ 23,234	Ş	3.4091	\$	3.4064	\$0.0027
Rossland	802,243,140	726,785,211	75,457,929	\$ 1,813,799	\$1,718,083	\$ 95,716	Ş	2.2609	\$	2.3639	-\$0.1030
Trail	1,157,106,117	1,107,142,687	49,963,430	\$ 4,654,492	\$4,493,350	\$161,143	Ş	4.0225	\$	4.0585	-\$0.0360
Warfield	211,143,600	183,845,200	27,298,400	\$ 597,789	\$ 564,456	\$ 33,333	Ş	2.8312	\$	3.0703	-\$0.2391
Electoral Area 'A'	415,759,312	398,944,849	16,814,463	\$ 2,714,931	\$2,587,092	\$127,839	Ş	6.5301	\$	6.4848	\$0.0452
Electoral Area 'B'	306,925,906	286,862,947	20,062,959	\$ 1,148,277	\$1,097,409	\$ 50,868	Ş	3.7412	\$	3.8256	-\$0.0843
Electoral Area 'C'	727,035,940	710,566,650	16,469,290	\$ 1,619,791	\$1,571,583	\$ 48,208	Ş	2.2279	\$	2.2117	\$0.0162
Electoral Area 'D'	511,668,345	484,633,762	27,034,583	\$ 1,447,370	\$1,383,665	\$ 63,705	Ş	2.8287	\$	2.8551	-\$0.0263
Electoral Area 'E'	1,390,645,087	1,307,273,472	83,371,615	\$ 1,308,386	\$1,180,850	\$127,536	Ş	0.9408	\$	0.9033	\$0.0376



Additionally, due to the reduction in assessed values (completed vs revised), two service budgets require a budget amendment resolution since the budgeted tax requisition is higher than the allowable tax limit. Service 003 – Grant-In-Aid and Service 080 – Mosquito Control – Grand Forks, Area D are both impacted.

Service 003 – Grant-In-Aid budget reduction is \$5,716 and affects Electoral Area A, B, and C and is summarized below:

SERVICE 003 - GRANT-IN-AID

	Allowable \$	Budget \$	Difference \$
Electoral Area 'A'	41,576	47,164	-5,588
Electoral Area 'B'	30,693	30,702	-9
Electoral Area 'C'	72,704	72,823	-119
		_	-5,716

Service 080 – Mosquito Control requisition budget was set at \$66,872 and due to the reduction in assessed value in the City of Grand Forks and Area D, the maximum taxation is set at \$65,996. Therefore, the budget reduction is **\$876**.

Recommendation(s	s)
That the Regional Dist	trict of Kootenay Boundary Board of Directors approve the Financial Plan amendment as follows
A reduction in tax requA reduction in tax requ	uisition for Service 003 – Grant-In-Aid of \$5,716; and uisition for Service 080 – Mosquito Control of \$876.

PROVINCE OF BRITISH COLUMBIA ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No.

694

, Approved and Ordered

December 16, 2019

Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that the Exemption Regulation No. 4, B.C. Reg. 331/2012, is repealed and the attached Exemption Regulation No. 5 is made.

Minister of Finance and Deputy Premjer

residing Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Columbia Basin Trust Act, R.S.B.C. 1996, c. 53, s. 31 (3)

Other: OIC 772/2012

R10367737

EXEMPTION REGULATION NO. 5

Exemption

Land and improvements owned in whole or in part by the Waneta Expansion Power Corporation are exempt from 49% of the taxes referred to in section 31 (3) of the *Columbia Basin Trust Act* for the 2020 and subsequent taxation years if the land and improvements are included in a power generation, transmission or distribution facility constructed in whole or in part by or on behalf of the Columbia Basin Trust.

page 2 of 2



Staff Report

RE:	Bylaw Enforcement Officer Appointment							
Date:	April 15, 2020 File #: Bylaw Enforcement Admin							
То:	Chair Langman and the Boa	Chair Langman and the Board of Directors						
From:	Donna Dean, Manager of P	lanning and	Development					

Issue Introduction

A staff report that requests a resolution from the Board to formally appoint Brandy Rafuse as Bylaw Enforcement Officer for the Regional District of Kootenay Boundary.

History / Background Information

Brandy Rafuse has recently filled the position of Bylaw Enforcement Officer in the District's Planning and Development Department.

Rationale

In accordance with section 264 of the *Community Charter*, Bylaw Enforcement Officer positions require appointment by the board for the purpose of issuing a ticket for a bylaw infraction and in accordance with section 28 of the *Offence Act* for the purpose of serving a summons.

Implications

This position is a current position within the Planning and Development Department and is included in the 2020/21 Regional District of Kootenay Boundary Financial Plan.

Recommendation

That the Regional District of Kootenay Boundary Board of Directors appoints Brandy Rafuse as a Bylaw Enforcement Officer for the Regional District of Kootenay Boundary.

Page 1 of 1

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Jennifer Kuhn

From:

is@rdkb.com

Sent:

April 7, 2020 3:42 PM

To:

Theresa Lenardon; Information Services; Jennifer Kuhn; Melissa Zahn

Subject:

Grant-in-Aid Form submitted by United Way of Trail & District, email address -

unitedw@telus.net

Online Grant-in-Aid Application

Electoral Area(s) Applied to:

Electoral Area 'A' Director Ali Grieve, Electoral Area 'B'/ Lower Columbia- Old Glory Director Linda Worley

Applicant Information:

Applicant:

United Way of Trail & District

Address:

855 Farwell St. Trail, BC V1R 3T9

Phone:

250-364-0999

Fax:

Email:

unitedw@telus.net

Representative:

Naomi McKimmie

Make Cheque Payable To:

United Way of Trail & District

Other Expenses:

Total Cost of Project:

\$2,000.00

Amount Requested from

RDKB Director(s):

\$2,000.00 \$2,500 approved Director Grieve april 8, 2020

What is the Grant-in-Aid for?

During this time of self-isolation, a lot of our citizens that work one or two part-time jobs are now finding it very hard to make ends meet. Due to this, it is putting a larger strain on our local food banks. we launched a COVID-19 Respons Fund on March 25th, 2020 through our social media and Canada Helps account, this fund has now generated \$1,100 for assisting local food banks and seniors programs within the Lower Columbia Region. Your assistance will go a long way to helping us ensure that these programs continue to assist the many individuals and families that are in need.

List of Other Organizations Applied to for Funding

Name of Organization

Amount Requested

Amount Secured

Name of Organization

Amount Requested

Amount Secured

Name of Organization

Amount Requested

Amount Secured

Documents uploaded with Submission?

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Jennifer Kuhn

From:

is@rdkb.com

Sent:

April 8, 2020 12:27 PM

To:

Theresa Lenardon; Information Services; Jennifer Kuhn; Melissa Zahn

Subject:

Grant-in-Aid Form submitted by Kate's Kitchen, email address -

nathanael_hoeft@can.salvationarmy.org

Online Grant-in-Aid Application

Electoral Area(s) Applied to:

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

Applicant Information:

Applicant:

Kate's Kitchen

Address:

730 Rossland Ave

Phone:

250-364-0445

Fax:

Email:

nathanael hoeft@can.salvationarmy.org

Representative:

Nathanael Hoeft

Make Cheque Payable To:

The Salvation Army Trail

Other Expenses:

Total Cost of Project:

\$1000

Amount Requested from

RDKB Director(s):

\$1000 approved Director Worley

What is the Grant-in-Aid for?

Towards the purchasing of food for food hampers and daily lunches during the Covid-19 pandemic crisis.

Our charitable tax number. 107951618RR0369

List of Other Organizations	Applied to for	Funding			
Name of Organization					
Amount Requested					
Amount Secured					
Name of Organization				, .	
Amount Requested					
Amount Secured					
Name of Organization					
Amount Requested					
Amount Secured					
Documents uploaded with Sub	mission?				
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Jennifer Kuhn

From:

is@rdkb.com

Sent:

April 7, 2020 3:42 PM

To:

Theresa Lenardon; Information Services; Jennifer Kuhn; Melissa Zahn

Subject:

Grant-in-Aid Form submitted by United Way of Trail & District, email address -

unitedw@telus.net

Online Grant-in-Aid Application

Electoral Area(s) Applied to:

Electoral Area 'A' Director Ali Grieve, Electoral Area 'B'/ Lower Columbia- Old Glory Director Linda Worley

Applicant Information:

Applicant:

United Way of Trail & District

Address:

855 Farwell St. Trail, BC V1R 3T9

Phone:

250-364-0999

Fax:

Email:

unitedw@telus.net

Representative:

Naomi McKimmie

Make Cheque Payable To:

United Way of Trail & District

Other Expenses:

Total Cost of Project:

\$2,000.00

Amount Requested from

RDKB Director(s):

\$2,000.00 \$1,500 Approved Director Worley. April 8/2020

What is the Grant-in-Aid for?

During this time of self-isolation, a lot of our citizens that work one or two part-time jobs are now finding it very hard to make ends meet. Due to this, it is putting a larger strain on our local food banks. we launched a

COVID-19 Respons Fund on March 25th, 2020 through our social media and Canada Helps account, this fund has now generated \$1,100 for assisting local food banks and seniors programs within the Lower Columbia Region. Your assistance will go a long way to helping us ensure that these programs continue to assist the many individuals and families that are in need.

List of Other Organizations Applied to for Funding

Name of Organization

Amount Requested

Amount Secured

Name of Organization

Amount Requested

Amount Secured

Name of Organization

Amount Requested

Amount Secured

Documents uploaded with Submission?

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Jennifer Kuhn

From:

is@rdkb.com

Sent:

March 27, 2020 1:43 PM

To:

Theresa Lenardon; Information Services; Jennifer Kuhn; Melissa Zahn

Subject:

Grant-in-Aid Form submitted by Grand Forks Farmers Market, email address -

zornszoo@nethop.net

Online Grant-in-Aid Application

Electoral Area(s) Applied to:

Electoral Area 'C'/ Christina Lake Director Grace McGregor, Electoral Area 'D'/ Rural Grand Forks Director Roly Russell, Electoral Area 'E'/West Boundary Director Vicki Gee

Applicant Information:

Applicant:

Grand Forks Farmers Market

Address:

Box 1004 Grand Forks BC V0H 1H0

Phone:

Fax:

Email:

zornszoo@nethop.net

Representative:

Doug Zorn

Make Cheque Payable To:

Grand Forks Farmers Market

Other Expenses:

Total Cost of Project:

\$15,000\$

Amount Requested from

RDKB Director(s):

\$5000 each

B2,000 approved Director Mc Grag

What is the Grant-in-Aid for? Grand Forks Farmers' Market This letter is to request financial support for the Grand Forks Farmer's Market Associations' continued participation in the BC Farmers Market Coupon Program, a healthy eating initiative that supports farmer's markets across the province.

This community program is overseen by the BC Association of Farmers Markets and receives funding from local government, provincial health services, and community donors. The Program started in 2007 and is intended for low-income families, expectant mothers, single parents and seniors, who do not have the financial means to access quality fresh produce. With our current Global issues this program will be very important for many families.

The concept of the program is to provide eligible households' coupons to be spend each week at their local farmer's market. Coupons are distributed by participating community partners to eligible participants, providing them with access to nutritious, fresh, wholesome foods that may otherwise be unattainable. Participants receive seven \$3.00 coupons (approximately \$21.00/week). This equates to approximately \$405.00 per participant for the months of June to October. The coupons are not redeemable for cash and can only be spent at Grand Forks Farmers Market for locally grown food products.

The Nutrition Coupon Program works full circle to benefit our community by:

Supporting local growers and producers

Contributing to the health and well-being of participants

Strengthening community connections and promoting social inclusion

Increasing knowledge about local food systems and healthy eating strategies

Providing food literacy education to participants through our community partners

This program has been highly successful to date, and we are eager to build on this success. In 2018 the Grand Forks Farmers Market and Boundary Family & Individual Services Society came together and supported twenty families to participate in the program, generating approximately \$9,000 in additional revenues. With community support in 2019 GF Farmers Market was able to expand the coupon program and support many more in need families from Christina Lake to Rock Creek. In 2020 our goal, with your generous support, is to triple the amount the number of clients this program could support. Further details of the program can be found at http://www.bcfarmersmarket.org/nutrition-coupon-program,

OR by contacting Doug Zorn, Grand Forks Farmers Market 250-442-3359 (home). We look forward to your favorable support for this community program.

Send funds to

Grand Forks Framers Market

Box 1004 Grand Forks BC

V0H 1H0

If you have any further questions, please do not hesitate to contact me directly.

Doug Zorn

250 442 3359

Respectfully submitted, Doug Zorn GFFM

List of Other Organizations Applied to for Funding

Name of Organization City of Grand Forks

Amount Requested 2,000

2

Amount Secured Name of Organization Grand Forks Credit Union Amount Requested 2,000 Amount Secured Name of Organization Amount Requested Amount Secured Documents uploaded with Submission? ["Grant in Aid 2020.docx"] I:\Portals\0\Documents\GIA-Attachments\

Re Grant in Aid Grand Forks Farmers Market

Grand Forks Framers Market (GFFM) have just had confirmation that Farmers Markets are an essential service.

2020 current Global situation is very fluid, and we waited to get the above confirmation before we applied. The City of Grand Forks have approached the GFFM asking them to make sure the GFFM continues this year.

There are going to be many regulations we will have to adjust to during this Pandemic to ensure everyone's safety.

We would very much appreciate your earliest response to the request so we can inform our GFFM farmers so they can meet the increased demand.

Thanks Doug Zorn

GFFM

Jennifer Kuhn

From:

is@rdkb.com

Sent:

March 24, 2020 4:00 PM

To:

Theresa Lenardon; Information Services; Jennifer Kuhn; Melissa Zahn

Subject:

Grant-in-Aid Form submitted by Boundary Museum Society, email address -

bms@boundarymuseum.com

Online Grant-in-Aid Application

Electoral Area(s) Applied to:

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

Applicant Information:

Applicant:

Boundary Museum Society

Address:

6145 Reservoir Road

Phone:

2504423737

Fax:

Email:

bms@boundarymuseum.com

Representative:

April Anderson, Executive Director Boundary Museum Society

Make Cheque Payable To:

Boundary Museum Society

Other Expenses:

Total Cost of Project:

\$15000.00

Amount Requested from

RDKB Director(s):

\$5000.00 approved Director Russell

What is the Grant-in-Aid for?

Strategic Planning Project for the Boundary Museum & Interpretive Centre to increase our social and economic community value. Led by Jim Cullen, a consultant from Calgary Alberta, who specializes in the museum sector planning and is a co-founder of the Empathetic Museum approach. Our goals with this

project are to create community resiliency, economic diversity, partnership prosperity, focus for educational experiential programs, interpretive exhibit enhancements, a focused plan for the management of our artifact collection and job creation. Through a team process that engages our community stakeholders, we hope to create a community-needs-based plan that supports our local culture/heritage and serves all generations, other non-profit groups, and our funding partners. Through this planning process we will be taking a deeper look at how we address these core museum values: collection, connecting, educational, experience and economical. With a strategic plan that is built on how we embody these values we will be able to further our social and economic impact on the communities of the City of Grand Forks, Rural Grand Forks and Christina Lake. It is our hope to strengthen the cultural fabric of our community through the integration of heightened experiences and relevant community offerings. We have begun this strategic planning project last month with completion in June. Final reporting date for grant funding from BC Rural Dividend Fund is December 2020

List of Other Organizations Applied to for Funding

Name of Organization BC Government - BC Rural Dividend Fund

Amount Requested 10000.00

Amount Secured 10000.00

Name of Organization

Amount Requested

Amount Secured

Name of Organization

Amount Requested

Amount Secured

Documents uploaded with Submission?

["Team Members BMS Strategic Planning-2020.pdf","BC Rural Dividend Fund_Modification01_signed_2020-01-24.pdf","BMS_Jim Cullen_Contract_Signatures_2020-01-28.pdf","Proposal Jim Cullen.pdf","BC Rural Dividend Program Feb 2019.pdf"]

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BOUNDARY MUSEUM SOCIETY

6145 Reservoir Road, Grand Forks, BC V0H 1H5 Phone: 250-442-3737 Email: bms@boundarymuseum.com Website: www.boundarymuseum.com

Strategic Planning Team Members 2020

Lee	Derhousoff	President	Boundary Museum Society
Kathy	Rush	Treasurer	Boundary Museum Society
Bob	McTavish	Director	Boundary Museum Society
Monica	Coleshill	Director	Boundary Museum Society
April	Anderson	Executive Director	Boundary Museum Society
		Manager	Boundary Museum & Interpretive Centre
Sue	Adrain	Archives Manager	Boundary Community Archives
Owen	Cameron	Museum Coordinator	Boundary Museum & Interpretive Centre
Cathy	Korolek	City Councillor	City of Grand Forks
Jenny	Coleshill	Project Coordinator	Granby Wilderness Society
Doreen	Sorenson	Secretary	Boundary Historical Society
Larry	Jmaiff	Financial Officer	USCC
Kristen	Merry	Humanities Teacher	Grand Forks Secondary School
Eloa	Snowe	Artist/ Volunteer	Community Member



January 24, 2020 Agreement #: 2018070171

Modification #: 01

Boundary Museum Society 6145 Reservoir Road Grand Forks, British Columbia VOH 1H5

Dear Recipient,

Re: Boundary Museum Society Collections Management Plan

This letter serves as a modification to, and forms a part of, grant agreement #2018070171 (the "Agreement") between the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (the "Province", "we", "us", or "our" as applicable) and Boundary Museum Society (the "Organization", "you", or "your" as applicable).

The Agreement is modified as follows:

- 1. The attached Revised Appendix B replaces Appendix B of the Agreement.
- 2. In all other respects, the Agreement is confirmed.

We wish you success in achieving the objectives of the Agreement and encourage you to contact ministry staff for any further assistance you may require.

Yours truly,

Lori Henderson, Director

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Executed this 24th day of January, 2020.

Grant Letter Modification Version Date: March 13, 2019

REVISED APPENDIX B - PROJECT DETAILS

1. DELIVERABLES

Project Component	Deliverables
Strategic Plan	A completed plan including an
	environmental scan and goals related to
	the Artifact Collections, Exhibits,
	programs, marketing, funding, facilities,
	staff and Board.

2. PROJECT COSTS & PROJECT FUNDING

For Project costs and project funding, refer to the budget in Appendix A – Proposal. Rural Dividend Funds can be used towards eligible project costs incurred upon submission of application to the Program during the intake. All costs incurred prior to submission of application are ineligible for Rural Dividend funding.

Examples of ineligible costs are listed in this Appendix B, Section 3 Ineligible Costs. It is the Recipient's responsibility to ensure that Rural Dividend Funds are not used for ineligible costs.

3. INELIGIBLE COSTS

The Recipient is responsible for any charges stated in the budget referenced in Appendix A – Proposal that are ineligible including, but not limited to, the examples of ineligible costs listed below.

For inquiries or additional information pertaining to ineligible costs, refer to the Program Guide, available on the website at www.gov.bc.ca/ruraldividend or contact the Program Office.

EXAMPLES OF INELIGIBLE COSTS (including but not limited to the below):

Project Implementation:

General organizational support costs.

Any costs associated with administering the project, such as preparing progress reports.

Costs being claimed under any other programs.

Costs incurred outside the time periods for the project as outlined in application.

Costs incurred before the application was submitted.

Project contingency costs.

Infrastructure:

Infrastructure related costs that exceed 25% of the total project cost. Infrastructure that is not tied to a broader project and outcome. Traditional municipal infrastructure (water/sewer/road/sidewalk) projects.

Project Management:

Permits and approvals.

Legal costs.

Project-related professional fees payable to the Recipient.

Wages:

Ongoing costs for existing staff salaries and benefits.

Capital:

Capital purchases over 25% of total project costs.²

Capital purchases that are not essential to the implementation of the project.

Land acquisition.

Marketing/Travel:

International travel³

Directly lobbying of any level of government.

Expenses related to attending conferences and trade shows.

Coordinating/hosting conferences/events.

Remuneration and travel of elected officials

Other:

Academic research that does not deliver concrete actions or tangible benefits. GST and PST.

Financing costs and interest charges.

Alcohol

4. MONITORING AND AUDIT

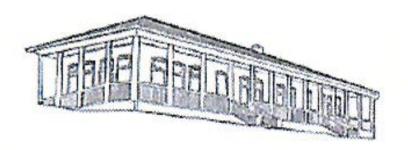
The Province reserves the right to, for monitoring and audit purposes, at all reasonable times, on reasonable notice, enter any premises used by the Recipient to deliver the Services or request and keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy, whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.

It is the responsibility of the Recipient to ensure cooperation from all partners and third party contributors, in a timely manner, during a review or audit of the Services.

¹ Infrastructure cost limits of 25% are not applicable to Destination Trail projects.

² Capital purchase cost limits of 25% are not applicable to Destination Trail projects.

³ International travel may be approved by the Province subject to a review of the costs by the Province. A review of costs associated with international travel must be requested by the Recipient.



BOUNDARY MUSEUM SOCIETY

6145 Reservoir Road, Grand Forks, BC V0H 1H0
Phone: 250-442-3737 Email:
bms@boundarymuseum.com
Website: www.boundarymuseum.com

Notice shall be deemed to have been properly given on the date of transmission, if sent by email and, on the date of delivery, if delivered.

Time

22. Time is of the essence in this agreement.

Inurement, Assignment

23. This agreement is binding upon the successors and permitted assigns of BMS, and your heirs, executors, administrators, and permitted assigns. Neither you nor BMS shall be entitled to assign this agreement without the prior written consent of the other party. You shall not subcontract all or any portion of the services without BMS's prior written consent.

Yours Truly,

April Anderson Executive Director, Boundary Museum Society

Accepted and Agreed to this 28 day of January, 2020

The Signatories below acknowledge that they have reviewed this entire agreement, including all assurances and Schedules "A" and "B" hereto, and the Signatories commit to all provisions and requirements as outlined in this agreement.

Principal Consultant, W. Jim Cullen Consulting Services William James Cullen

Manager, Boundary Museum Society

April Anderson

Jan. 28, 2020
Date











Via e-mail

January 16, 2020

Boundary Museum Society Attention: Ms. April Anderson, Museum Manager **Boundary Museum Society** 6145 Reservoir Road Grand Forks, BC V0H 1H5

Dear April:

RE: PROPOSAL - BOUNDARY MUSEUM SOCIETY

I have enjoyed our recent conversations regarding Boundary Museum Society. Thank you for the opportunity to provide the following proposal outlining my recommended approach and budget for your strategic plan.

The attached proposal is based on a careful review of your documents and our previous conversations and will meet or exceed your needs within your budget and time constraints. I love your part of BC and am excited by the prospect of working with the Boundary Museum Society's team.

Let me underscore that this proposal is preliminary and for discussion; I am committed to developing process, session, timing and deliverables that can best meet your goals within your available resources. So if you have any questions or concerns, I welcome hearing them.

Whatever the outcome of this proposal, I wish you and the Boundary Museum Society every success. Should you have any questions, please contact me at your early convenience.

Sincerely,

W Jim Cullen Consulting Services W. Jim Cullen, B.A., M.A., CPHR

attachment











Proposal

Strategic Planning Services

for

Boundary Museum Society Grand Forks, British Columbia

January 16, 2020



1.0 Background

Grand Forks is a vibrant West Kootenay community of approximately 4,000 people with a deep and interesting industrial, social and cultural history. The Boundary Museum Society ("BMS") operates the Boundary Museum & Interpretive Centre ("Museum"), with an annual budget of just under \$130,000, employing three persons and attracting approximately 3,000 visitors per year. The Society's collection numbers just over 13,000 objects and it is currently constructing an exhibition building for its antique fire truck. The Society maintains close relationships with several partner organizations and communities.

The Society's mandate is to "... collect, research, preserve, exhibit and use for education, artefacts, archives and photographs relating to the human and natural history of Grand Forks and the Boundary area." BMS' Archives are mandated to "...identify, acquire and preserve material of archival and/or information value to the City of Grand Forks and the community as a whole, and to make such records available to the public."

2.0 My Understanding of Your Needs

From our conversations and in reviewing the documents you supplied, I understand BMS' situation could be summarized as follows:

- The Grand Forks community and Boundary region have a variety of needs, particularly
 enhancing community resiliency (e.g. job creation and retention, projects enhancing
 economic diversity, engaging local youth, making the most of the community's strong
 fabric and partnerships).
- BMS has the potential to help address its community's needs and has strong aspirations
 for the community role and value of its Museum and Archives, and for the quality and
 integrity of its operations.
- The Museum has fundamental policy, infrastructure and operational needs, issues and
 opportunities which must be addressed to provide a solid foundation for delivering
 sustained value to its community. Collections planning, management and operations
 figure high among these.
- BMS needs expert guidance in finding the realistic and right strategic balance, priorities
 and path forward in addressing these various community and museum needs and
 helping the Museum fulfill its mission and move closer to a renewed vision.

BMS' prior RFP identified a number of issues and opportunities related to the Museum. These could loosely be categorized into: strategic and business planning; policy development; and collections management (planning, review and assessment, procedure development and training). Among these, the Society has determined the highest priority to be a strategic plan to build the Society's capacity and strengthen its resiliency. This is a wise choice, as it will influence your future work on the other areas outlined above and help make it more efficient.

Boundary Museum Society January 16, 2020 Page Two

Your stated goals for the strategic planning project include:

- Reviewing and adjusting the Society's mission and vision statements;
- Addressing community resiliency, mutually-beneficial partnerships, innovative approaches, the community's youth and job creation;
- Including financial and funding considerations for future budgets;
- Considering effective investment of volunteer and community partner energy and time.

2.1 Your Process and Deliverable Needs

To meet the above needs and goals, BMS requires a comprehensive strategic plan for its Museum and Interpretive Centre, developed with expert guidance.

The plan is to include reviewing and adjusting mission and vision statements, and developing summary-level strategies, each with goals and major initiatives.

The strategic planning process needs to efficiently engage BMS' board and staff through a series of approximately three to four planning sessions. BMS requires a high-quality but practical framework and process, supported by expert coaching to efficiently engage stakeholders and carry out research to inform the strategic plan in a cost-effective way,

Your Scope of Work also includes an "environmental scan" of BMS' facilities intended to inform the planning process about the site's current strengths and opportunities and future potential.

The final strategic plan document is assumed to be used by the Board and Museum staff to guide their shorter-term planning, activities, partnerships, resource allocation and performance measurement. The plan should also be prominent in the Museum's ongoing external communications and relationships with key stakeholders and community partners. To best ensure the plan document meets your needs, I would like to confirm this and any other particular audiences or users of the strategic plan to guide its development.

2.2 Your Budget and Timing Needs

The planning process would start in early February and be complete by June 2020. The total project budget is \$15,000, including professional fees, expenses and GST. This is funded by a grant from the Province of British Columbia.

2.3 Your Outcome Needs

The planning process and deliverables must create the right outcomes (in other words, make the right differences) for BMS. From our discussions and my analysis of your situation, I understand the following outcomes are important to you:

Boundary Museum Society January 16, 2020 Page Three

- <u>Public Value and Community Needs</u> The plan needs to create understanding of what BMS can do which is most valuable to its community, and help BMS find a path through – and find the right balance among – the various needs and issues it faces. You have identified specific priorities in the areas noted previously. Effective stakeholder engagement will help the planning team better understand these needs and how to best respond to them.
- <u>Clarify Resources</u> The plan needs to inform and identify the financial, volunteer and community resources needed to most effectively accomplish BMS' strategies and goals and fulfill its mission and vision. This will guide and help accelerate BMS' business planning, budgeting and partnering activity.
- Organizational alignment Strategic planning presents an important opportunity for alignment "across the board" on important matters and prioritization of what should be done about them. The plan will be the key blueprint for action guiding the Museum's decision making. Board and staff will understand the Museum's situation more strategically, share a common vision for BMS and enthusiastically support the goals and strategies needed to reach it. By focusing on what is really important, BMS will create opportunities to focus on finding resources and manage change and eliminate unnecessary work.

3.0 My Proposed Approach

In order to meet the needs outlined above I recommend a strategic planning process of four inperson engagement sessions, depicted with suggested time frames in Appendix I. The planning process would be informed by stakeholder engagement conducted by BMS, guided and coached by me. Likewise, I would also guide any analytical or research work undertaken by BMS' staff.

While I have tentatively identified the last two sessions to be back-to-back to save on expenses, this is flexible. One of the "Setup Work" pieces shown in the first column of Appendix I is working with you to finalize the content, layout, timing and deliverables of the planning process, and each individual session.

Deliverables will include the following:

- A concise strategic plan of not less than twenty pages;
- Edited transcriptions of the flipcharts from our sessions and summaries of key analytical and stakeholder engagement content as a lasting record of the planning process and a resource to be "mined" by BMS' board and staff as needed;
- Write-up of results of the environmental scan of your facilities;

Boundary Museum Society January 16, 2020 Page Four

- A confidential set of facilitator's remarks and recommendations related to issues and next steps;
- Ongoing informal support via telephone in addressing implementation issues after the plan is complete.

3.1 Methodology

I use proven, practical planning tools and methods which we can be confident will deliver a quality plan. Using a workshop methodology which engages the expertise of the museum's board and leadership applied through a high-quality planning framework and enhanced by my own knowledge and experience will provide a high-quality result which is realistic and rooted in the museum's own strengths. Hallmarks of my recommended approach include:

<u>Planning Team Engagement</u> – We will use a series of high-engagement workshops which engage your planning team of 8-12 people drawn from museum staff and the board, and possibly some key external stakeholders. Each session will be carefully designed to produce specific deliverables and outcomes with sufficient time between sessions to allow for planning team members' completion of offline work. Worksheet-based offline work by the planning team is essential to making the highest and best use of each workshop. We do not need to "reinvent wheels", and as much as possible, we will leverage any available and current planning documents and studies available.

Stakeholder Engagement – Thoughtful and systematic engagement of the Museum's external stakeholders is a distinct cornerstone of my process. Without stakeholder engagement, strategic plans rely on educated guesswork and opinions, risking inaccuracies and ultimately stakeholder apathy or resistance. As a team, we will develop a comprehensive list of potential stakeholders and refine it to a manageable short list who the planning team would engage. BMS will compile engagement results to inform the planning process prior to Session II. My design and guidance of the stakeholder engagement process and analysis of the results are all included in this proposal.

<u>Analytical Integrity</u> – My process uses focused analysis and discussion of trends, stakeholder engagement results, and the organization's internal strengths and opportunities, which leads to development of a concise set of strategic issues. We will build goals, strategies and major initiatives around these strategic issues. This is a proven, defensible and practical approach to strategic planning. My process also uses a best-practice planning method known as "SOAR" (Strengths, Opportunities, Aspirations and Results). As an experienced SOAR user, I find it delivers the same rigor as traditional "SWOT" yet builds more energy and generative thinking.

<u>Mission and Vision</u> – I use a strong yet practical mission and vision development method which consistently delivers statements which are compelling and useful for planning and decision-making purposes. This does *not* require the pain of full-group writing.

Boundary Museum Society January 16, 2020 Page Five

<u>Focusing Through a Public Value Lens</u> – Best practice planning for cultural and non-profit organizations is driven by a strong public value methodology, which I am very seasoned in using. Public value-focused discussions and analyses will permeate the planning process, leveraging the stakeholder intelligence outlined above.

<u>Building Institutional Capability and Managing Change</u> – Consulting of this nature should always build capability (or "institutional muscle") within the client's board and staff. Chief among these will be strategic thinking, stakeholder engagement and a change management mindset, all critical skills for successful non-profits. Most strategic plans which fail during implementation have not considered the "people side" of the changes the plan brings. While a formal change management program is outside of the scope of this work, I will include consideration of stakeholder impacts and mitigation strategies where possible.

<u>"Environmental Scan" Site Review</u> – I will walk your site with a prepared checklist of questions and points to review. I will write up these results as part of our analysis of institutional strengths and opportunities and it will be included in the planning report.

3.2 Assumptions

Key assumptions in this proposal are as follows:

- <u>Planning Team Engagement</u> Planning Team participants would be selected based on the perspectives and knowledge they bring to the process and their willingness to participate productively and positively. They are assumed to be cohesive and committed to engaging in the full sessions and completing any required homework on time.
- <u>Administrative and Support Services</u> We will work together to make the most costeffective use of BMS' administrative capacity to support the process, e.g. distributing prereading material and compiling homework worksheets. I understand BMS has access to a
 suitable meeting room with flipcharts and digital projector and will arrange for
 refreshments.
- <u>Deliverables</u> The deliverable will be written in Microsoft Word with summary tables, ready for addition of graphical treatments (such as photographs) by BMS staff. If you wish more elaborate graphical treatments, we can arrange separately for a graphic designer at modest additional cost.

Boundary Museum Society January 16, 2020 Page Six

5.0 Budget

Based on the above assumptions and a discounted day rate, I have developed a process which will deliver strong results within your budget of \$15,000 including GST. The budget is explained in Appendix II. For the available budget, this proposal provides substantial value to BMS:

- *Discounted Rate* Charged hourly at my regular non-profit day rate of \$1,400 per day, the total value of the proposed professional services would exceed \$12,600;
- *Efficiency* I bring substantial efficiencies from my experience in having developed and using proven planning frameworks and methods in institutions of all sizes;
- Low Overhead My small, low-overhead organization allows me to deliver more quality product at a fraction of the cost of larger consulting firms, with far more flexibility and responsiveness.

My work is customized to my clients' needs and situation, and I am dedicated to finalizing a process which best meets your needs in optimizing project depth, speed and budget. Because BMS is relying on grant funding, scope control is particularly critical.

I will invoice you monthly within ten days of the end of each month; all invoices are payable within 15 days of receipt.

6.0 Experience and Qualifications

As you will see in Appendices III and IV, I have nearly thirty years of experience in working with boards, leadership teams, technical specialists and front-line workers in corporate, non-profit, cultural and public sector organizations. My consulting practice, launched in 2003, focuses on the four value areas of: planning, engagement, museums and culture, and human resources management. My formal education in business administration and museum studies, professional human resources credential and lengthy experience in facilitation and change management are unique in the North American museum community.

My work combines business acumen, cross-disciplinary thinking and the values of the non-profit sector. I have substantial experience in developing strategic plans for organizations of all sizes and facilitation for all types of persons from all walks of life. A summary of past clients is shown in Appendix III.

Boundary Museum Society January 16, 2020 Page Seven

6.1 Expertise

I would highlight four areas of expertise which are relevant to this work: strategic planning, museums, business and consulting:

- Strategic Planning Strategic and business planning have been my specialty since 2003, with projects for museums, public and non-profit organizations in the United States and Canada. This breadth and depth of expertise allows me to bring an unparalleled diversity of perspectives to your project. Most recently I completed strategic plans for the Royal Tyrrell Museum of Palaeontology, one of the world's top palaeontological institutions; and the Municipality of Crowsnest Pass, a rural community of under 10,000 people with a deep and rich history.
- Museums I have worked in the Museum sector as a volunteer, board member, consultant and senior manager since the 1980s. I recently completed my Master of Arts in Museum Studies with the University of Leicester, one of the world's most respected museum studies programs. I completed the Getty Leadership Institute's "Museum Management Institute" program in 2002, the leading professional development program for senior museum practitioners. I am a frequent presenter at conferences on topics which have included: strategic planning, the Empathetic Museum, museums and community issues (e.g. refugees) and artifact significance. With the Empathetic Museum, I collaborate with some of North America's thought leaders on museums and community, bringing exceptional understanding of the relevance and value museums can bring to their communities.
- <u>Business</u> I have an honours Bachelor of Arts degree in Business Administration with distinction from the University of Western Ontario which provided me with very solid grounding in all fundamental business disciplines. I have been a Chartered Professional in Human Resources for over two decades. The first 14 years of my career were in marketing and human resources management and I continue to do management consulting projects. A recent example of how I combine business acumen with non-profit and museum values is a project for the Fernie Museum in which I did an in-depth feasibility study for the acquisition and re-purposing of a heritage mansion.
- Consulting Having made my living as a consultant for the better part of two decades, the breadth and depth of my projects enables me to work very efficiently and effectively in understanding your needs and customizing my work to meet them. Very few consultants (particularly museum consultants) work across a variety of sectors; the diversity of my work and sectors has equipped me with frameworks and insights with which many consultants have no experience.

Boundary Museum Society January 16, 2020 Page Eight

My consulting practice has long been based on four key values which are a strong reflection of my own personal approach:

- <u>Fair Dealing</u> I do what needs to be done, my results are fit for your purposes and within your resources.
- <u>Good Counsel</u> I'll tell you what I think is the right thing to do; if something is not my area of strength, I'll try and refer you to a quality resource.
- <u>Best Thinking</u> I focus and think through your work thoroughly and to the best of my ability.
- <u>Excellent Value</u> I strive to deliver excellent value to my clients and complete projects on budget, on scope, and on time.

While I have an excellent network of peers in the consulting and museum worlds, I will be the sole person who delivers your project and you can be assured it will not be delegated to some other consultant or a vaguely-defined "team".

Please see Appendix IV for a resumé of my experience.

Personal Profile

I was raised in Calgary, Alberta and am the great-grandson of pioneer West-Central Saskatchewan farmers. While I did not grow up on the farm, that practical work ethic is deeply embedded in my psyche. To maintain my Chartered Human Resources Professional designation, I am obligated to continue my professional development. I have invested heavily in my continued education, most recently completing my Master's degree, and I attend numerous conferences and have done coursework in conflict communications, change management, scenario planning, diversity and equity, to name a few.

I have a passion for history, museums and culture. I spend significant personal time visiting museums - large and small - throughout North America and the United Kingdom. I have been heavily involved in the railway preservation movement since my childhood and have a strong appreciation for industrial heritage.

Awards and Recognition

Most museum award programs are for projects such as interpretation, exhibits and programming; those are not my areas of focus and such awards normally go to institutions rather than consultants. I have focused on my own continued professional development and delivery of excellent work for my clients rather than applying for the relatively few awards for museum consultants. I am very proud of the fact that most of my work comes from referrals by clients and repeat business from existing clients. Appendix V contains a list of references who have given permission for you to contact them.

Boundary Museum Society January 16, 2020 Page Nine

Risk Management

I carry \$2M in commercial liability coverage plus \$1M in errors and omissions insurance and \$1M in personal liability insurance.

Availability

I currently have sufficient availability throughout the January-June 2020 window to complete your project on time and on budget. The suggested weeks I have assigned to the planning sessions in Appendix I are currently quite flexible and can be adjusted to meet your board and staff's availability. This flexibility will diminish as other clients book my services, so an early priority in our work together will be to finalize the dates of our sessions.

For more information on me and my consulting practice, please see my website jimcullen.ca.

7.0 Conclusion

I recommend you engage me to design and lead BMS' proposed strategic planning process to create a visionary yet effective and practical road map for the Boundary Museum Society.

Let me underscore that this proposal is preliminary and for discussion; I am committed to developing process, session, timing and deliverables that can best meet your goals within your available resources. So if you have any questions or concerns, I welcome hearing them.

Whatever the outcome of this proposal, I wish you and the Boundary Museum Society every success. Should you have any questions, please contact me at your early convenience.

Appendices

Appendix I – Detailed Session Layout with Timeline Appendix II – Proposed Detailed Budget Appendix III – Summary CV and Selected Projects Appendix IV – Resumé Appendix V - References

Appendix I - Detailed Session Layout with Timeline

Setup Work (CEO / Steering Team)	Planning Team Session I	Stakeholder Engagements (by BMS)	Planning Team Session II	Planning Team Session III	Planning Team Session IV
By phone, Week of January 27	Week of February 10	Weeks of February 17- March 23	Week of March 30	Week of May 3	Week of May 3
Purpose: Finalize scope, budget & expectations Coach BMS' planning champion	Purpose: Introduce and plan process Start SOAR assessment Prepare for stakeholder engagement	Purpose: Engage and obtain input from key internal and external stakeholders	Purpose: Work / validate key analyses Develop in-depth public value analysis Set foundation of strategy	Purpose: Work / validate key analyses Finalize SOAR analysis Build strategy	Purpose: Start developing strategy (goals, strategies, major initiatives)
Content: Develop / finalize project scope & deliverables Identify Planning Team Approve detailed planning process & timetable Propose Board approval process and timeline	Content: Process, intent, timetable, expectations Trends & implications Preliminary SOAR analysis Visioning, mission, values & outcomes review Compile stakeholder listing & plan engagement	Content: Individual stakeholder interviews offline by Planning Team	Content: Debrief on stakeholder engagement & institutional analysis results Finalize trends & implications Discuss & develop implications of any research Review public value Review & approve mission, vision and values Identify strategic issues	Content: Discuss & develop implications of any research Finalize values, mission, vision, outcomes Develop key success factors Finalize strategic issues Develop & test goals, strategies, major initiatives	Content: Develop & test goals, strategies, major initiatives Develop basic performance measures Develop cost of strategies Identify impacts & change management issues
Planning Team Offline Work: Complete preparatory worksheets for Planning Team Session I	Planning Team Offline Work: Research & analyze trends Book stakeholders Start institutional assessment Author draft mission and vision as needed	Planning Team Offline Work: Document & compile stakeholder results Complete institutional assessment Research key subject matter & analyses	Planning Team Offline Work: Additional research as required Author values	Planning Team Offline Work: Complete strategy worksheets	Offline Work: Board discussion on resource implications Consultant finalizes draft plan Board review and approval

Appendix II - Proposed Detailed Budget

Work Item	Estimated	Dollars
	Hours	(plus GST)
Professional Fees		
Plan and organize the strategic planning process	72	\$10,400
Plan and deliver four, 8-hour strategic planning sessions		
Plan, support and coach stakeholder engagement		
Review BMS-supplied documents		
Review BMS museum site		
Author report		
Subtotal Professional Fees	72	\$10,400.00
Expenses		
Air Fare: 3 Round trip Calgary-Castlegar economy class flights @	\$600 per trip	\$1,800.00
Lodging: 7 nights (Grand Forks) @ \$115 per night		\$805.00
Car Rental (Castlegar): \$175 per trip		\$525.00
Meals (per diem and meals en route): 7 days @ \$60 per day		\$420.00
Airport Parking @ \$40 per trip		\$120.00
Miscellaneous supplies and incidentals		\$100.00
Subtotal Expenses		\$3,770.00
Subtotal Professional Fees + Expenses		\$14,170.00
Contingency		\$115.71
GST		\$714.29
Grand Total		\$15,000.00

JIMCULLEN.CA • JIM@JIMCULLEN.CA • BUS (403) 217-1737 CELL (403) 835-1238 147 SIERRA MORENA TERRACE S.W. CALGARY, ALBERTA T3H 3A2



Agreement #:2018070171

Bronwen Bird
Office Assistant
Boundary Museum Society
6145 Reservoir Road
Grand Forks, British Columbia VOH 1H5

Dear Bronwen Bird:

The BC Rural Dividend Program (the "Program") assists rural communities to reinvigorate and diversify their local economies. Grants are awarded to support projects that contribute to community economic development, economic diversification, and capacity building.

Thank you for your request for funding as outlined in your submission dated July 31, 2018 (application submission date) (the "Proposal"), incorporated into this grant agreement (the "Agreement") as Appendix A – Proposal.

The Ministry of Forests, Lands, Natural Resource Operations and Rural Development (the "Province", "we", "us", or "our" as applicable) is pleased to provide a grant in the amount of \$10,000 to Boundary Museum Society (the "Recipient", "you", or "your" as applicable) to support the Boundary Museum Society Collections Management Plan (the "Project") as outlined in the Proposal.

By accepting this grant, the Recipient agrees that any funds that have not been expended by the agreement end date, or which cannot be committed to the achievement of the Project as outlined in Appendix A - Proposal:

- (a) Must be returned by the Recipient to the Province; or
- (b) May be retained by the Recipient as supplemental funding upon written confirmation from the Province; or
- (c) May be deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

This Agreement starts upon February 25, 2019 and ends December 1, 2020. The Recipient will advise the Province immediately of any substantial events that could impact the Project end date as identified in Appendix A - Proposal.

Further to this, the Province requires reporting on the status of achievements in relation to this funding, and financial information, with timing and content of reporting as agreed between the Province and the Recipient. The Recipient will submit a final project report in the report template provided by the Province upon project completion but prior to the agreement end date identified in this agreement letter and will include:

- (a) Confirmation that the Financial Contribution was spent according to the Project defined in Appendix A – Proposal; and
- (b) A description of project deliverables, successes, lessons learned, and outcomes achieved.

Additionally, The Province reserves the right to undertake site visits and/or conduct audits, as identified in Appendix B, Section 4 – Monitoring and Audit.

Furthermore, it is the Recipient's responsibility to ensure that Rural Dividend Funds are not used for ineligible costs. The budget included in Appendix A - Proposal is subject to, but not limited to, the examples of ineligible costs listed in this Agreement identified in Appendix B, Section 3 – Ineligible Costs.

To receive payment of the grant, please indicate your acceptance of the terms of this Agreement as outlined above and in the attached appendices by signing and returning a copy to the undersigned by March 11, 2019 to the Rural Dividend Program Office via email to: ruraldividend@gov.bc.ca.

We wish you success in achieving the objectives of this Agreement. Please contact the Program Office at 250-356-7950 if you have any questions or concerns.

Yours truly,

Sarah Fraser, Executive Director Pate

February 25, 2019

Date

on behalf of Chris Stagg, Assistant Deputy Minister Ministry of Forests, Lands, Natural Resource Operations & Rural Development

SIGNED on the 26° day of 10° day of

Lea Derhousoff
Signature(s)

LEE DERHOUSOFF

Print Name(s)

PRESIDENT

Print Title(s)

/	2018070171
	APPENDIX A – PROPOSAL
	3



Request for support

Reference #: 2018070171 Submitted: Jul 31, 2018 Status: Pending

Contact information

Organization Boundary Museum

Society

Address 6145 Reservoir Road

Grand Forks, BC, CA

V0H 1H5

B/N 118814011RR0001

Primary contact Bronwen Bird

Title Office Assistant

Phone 250-442-3737

Email boundarymuse@shaw.ca

Signatory Authority Lee Derhousoff

Title President

Phone 250-442-3737

Email boundarymuse@shaw.ca

Organizational profile

Type of organization Not-for-profit Organization

Project partners associated No

Destination trails project No

Request details

Request type Project Development (up to \$10,000)

Kind of support Financial support

Total amount requested C\$10,000

Total project budget C\$15,000

Project details

Name of project Boundary Museum Society Collections Management Plan

Location impacted Canada - Kootenay - Kootenay Boundary - 6145 Reservoir Road, Grand Forks BC,

V0H 1H5

Focus of initiative Community and economic development

Description This project will involve developing a business and strategic plan for the Boundary

Museum Society including recommendations regarding the preservation and promotion of the museum and archives' collection to enhance the visitor experience and preserve the heritage of the Boundary area. This plan would be the product of visioning and strategic planning sessions with the museum and archives staff and the Boundary Museum Society's Board of Directors. This project would support future projects by giving the museum a vision for collections management, so that our future projects are focused and directly support that vision. This project will also provide the museum with financial considerations so that the museum can appropriately budget for future projects.

Beneficiaries Grand Forks (city) - 4049

Kootenay Boundary D/ Rural Grand Forks - 3225

Aug 02, 2018 Page 1/3

Christina Lake - 1099

Kootenay Boundary C/ Christina Lake - 1337

Outcomes & Indicators #1

Outcome

A business and strategic plan with recommendations

Indicators of success

A completed business and strategic plan with operational work plans and a budget.

Outcomes & Indicators #2

Outcome

A clear vision for the Boundary Museum Society's future collections management projects

Indicators of success

A vision statement for the museum and archives' collections management which is the product of a visioning and strategic planning session.

Program addresses objectives

Community Resiliency: The projects and activities that would arise from this business and strategic plan would lead to job creation and retention in various sectors, such as labour and construction, architecture and engineering, information technology, and history and museum studies. We believe that the future projects at the Boundary Museum will support the economic diversity of the Boundary area.

Partnerships and shared prosperity: The Boundary Museum Society is a part of a Sinixt Reconciliation Project, and this plan could provide us with recommendations of how to enhance that project. The plan could also provide recommendations for changing exhibits that would allow the museum to showcase more of the history of the area, including the history of First Nations groups, and create partnerships with local groups and individuals to provide elements of future exhibits.

Innovation: The possibilities that could arise from this business and strategic plan could include new and innovative ideas that will enhance the unique heritage of the Boundary area and foster the creation of innovative opportunities in the community. This could include using technology professionals to help us develop a unique online database or use the expertise of other professions that are not highly present in the community.

Youth: Projects that result from the business and strategic plan will include projects that can be worked on by the summer students that the museum hires through federal grants every year. These projects will provide students with unique experiences and incentives to work in their rural community during the summer.

Job Creation: The business and strategic plan would include recommendations about the construction or renovation of new and existing exhibit spaces which would require the hiring of construction contractors. The museum supports the hiring of local contractors and future projects would support the creation and hiring of local labour positions.

Potential indirect employment created

This project will provide recommendations of various activities and projects the museum could undertake for the purpose of promoting and preserving the museum and archives' collections. The activities and projects that will come about from the strategic and business plan will result in various indirect employment opportunities such as construction and labour for the building and renovation of new and existing buildings, architects and engineers, information technology professionals, museum consultants on future projects, and summer students who will work on projects.

Current community development

Yes - Community Futures Boundary has an economic development workplan for the Boundary area. This project supports the "Business Retention and Attraction" section of the workplan and the associated strategy to "Help to maintain and assist in developing the current business base in the Boundary. Look at attracting business to the region." The business and strategic plan will include recommendations that will require the hiring of

Aug 02, 2018

Page 2 / 3

local professionals, as well as summer students, to complete. The Boundary Museum Society will always look first to hiring from our current business base in the Boundary area.

Existing community support

The Union of Spiritual Communities of Christ is very supportive of the Boundary Museum Society and the projects it undertakes. The Boundary Museum is located on the heritage Fructova School site which was a Doukhobor school from 1929-1949.

The City of Grand Forks is supportive of the museum and archives and its projects. The city provides the museum and archives with funding in an annual fee-for-service and has provided the archives with its location in city hall.

The Regional District of Kootenay Boundary has also supported different museum projects by providing us with grant funding, including funding for exhibition buildings.

The museum and archives are a valued asset in the community, bringing in many visitors and researchers annually.

Contribution from other

In-kind contribution from others C\$0

Other organizations providing No

fund

Project start date Dec 01, 2018

C\$0

N/A

Project end date Jun 01, 2019

Project duration 6

Project ready to commence Yes

Key milestones Hiring a consultant - December 1, 2018 to December 31, 2018

Visioning and Strategic Planning sessions with staff and Board of Directors - January 1,

2019 to January 31, 2019

Creation of business and strategic plan - February 1, 2019 to June 1, 2019

Destination trails permits/jurisdiction

Resolution

THAT the Board authorize the submission of an application to the BC Rural Dividend Program for the Boundary Museum Society Collections Management Plan project and that

the Board support this project through its duration.

This project will develop a business and strategic plan for the Boundary Museum Society including recommendations regarding the preservation and promotion of the museum and archives' collection to enhance the visitor experience and preserve the heritage of the

Boundary area.

Resolution moved by

Director Sam Semenoff

Resolution seconded by

Treasurer Kathy Rush

Resolution date

Jul 11, 2018

Aug 02, 2018

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Strategic Planning Consulting - Creation of Business and Strategic Plan	Midiary of Forests, Lands, La	Pistural ations dopment		ВС	Rural Div	/idend P	rogram	Proje	ct Budg	get
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Page 3

APPENDIX B - PROJECT DETAILS

1. DELIVERABLES

Deliverables
A completed plan including recommendations regarding the preservation and promotion of the Boundary Museum and archives' collection. The completed Business and Stragic Plan will include operational work plans and budget.

2. PROJECT COSTS & PROJECT FUNDING

For Project costs and project funding, refer to the budget in Appendix A – Proposal. Rural Dividend Funds can be used towards eligible project costs incurred upon submission of application to the Program during the intake. All costs incurred prior to submission of application are ineligible for Rural Dividend funding.

Examples of ineligible costs are listed in this Appendix B, Section 3 Ineligible Costs. It is the Recipient's responsibility to ensure that Rural Dividend Funds are not used for ineligible costs.

3. INELIGIBLE COSTS

The Recipient is responsible for any charges stated in the budget referenced in Appendix A – Proposal that are ineligible including, but not limited to, the examples of ineligible costs listed below.

For inquiries or additional information pertaining to ineligible costs, refer to the Program Guide, available on the website at www.gov.bc.ca/ruraldividend or contact the Program Office.

EXAMPLES OF INELIGIBLE COSTS (including but not limited to the below):

Project Implementation:

General organizational support costs.

Any costs associated with administering the project, such as preparing progress reports.

Costs being claimed under any other programs.

Costs incurred outside the time periods for the project as outlined in application.

Costs incurred before the application was submitted.

Project contingency costs.

Infrastructure:

Infrastructure related costs that exceed 25% of the total project cost. Infrastructure that is not tied to a broader project and outcome. Traditional municipal infrastructure (water/sewer/road/sidewalk) projects.

Project Management:

Permits and approvals.

Legal costs.

Project-related professional fees payable to the Recipient.

Wages:

Ongoing costs for existing staff salaries and benefits.

Capital:

Capital purchases over 25% of total project costs.²
Capital purchases that are not essential to the implementation of the project.
Land acquisition.

Marketing/Travel:

International travel³

Directly lobbying of any level of government.

Expenses related to attending conferences and trade shows.

Coordinating/hosting conferences/events.

Remuneration and travel of elected officials

Other:

Academic research that does not deliver concrete actions or tangible benefits. GST and PST.

Financing costs and interest charges.

Alcohol

4. MONITORING AND AUDIT

The Province reserves the right to, for monitoring and audit purposes, at all reasonable times, on reasonable notice, enter any premises used by the Recipient to deliver the Services or request and keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy, whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.

It is the responsibility of the Recipient to ensure cooperation from all partners and third party contributors, in a timely manner, during a review or audit of the Services.

¹ Infrastructure cost limits of 25% are not applicable to Destination Trail projects.

² Capital purchase cost limits of 25% are not applicable to Destination Trail projects.

International travel may be approved by the Province subject to a review of the costs by the Province. A review of costs associated with international travel must be requested by the Recipient.

APPENDIX C – MARKETING, PUBLICITY AND COMMUNICATIONS

- Media events and promotional materials regarding the Project shall not occur
 without the prior knowledge and agreement of the Province. The Recipient will
 provide at least 15 working days' notice to the Province's Rural Dividend contact
 of media events. Media events include, but are not limited to, news conferences,
 public announcements, official events or ceremonies, news releases, or release of
 documents.
- 2. Notice of a media event shall be provided by the Recipient to the Province's Rural Dividend contact. Current contact is:

Ruraldividend@gov.bc.ca

Notification of a new contact may be provided from time to time.

- 3. Any media event shall take place at a mutually agreed date and location. The Recipient will acknowledge the Financial Contribution made by the Province on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms, or other publications produced by the Recipient and related to the Project, in terms satisfactory to the Province.
- 4. The Recipient will use the Province's logo in acknowledging the financial contribution of the Province. Any and all use by the Recipient of the Provincial logo and statement will be in the form provided by the Province, and will comply with the graphic standards and any conditions communicated, by the Province to the Recipient from time to time. The Province's logo and graphic standards document is incorporated by reference into this Agreement.

The statement to accompany acknowledgement is as follows: "We gratefully acknowledge the financial support of the Province of British Columbia"



Section IV - Project Performance

RURAL DIVIDEND PROGRAM

Project Development Stream Final Report

The Province requires the Recipient to submit a Final Report on project performance for the Rural Dividend Program Office. To satisfy this requirement, please complete this Final Report form and submit it via email to ruraldividend@gov.bc.ca

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RURAL DIVIDEND PROGRAM Project Development Stream Final Report

Please provide a brief description (up to 300 words) of the community benefits that resulted from the project and any lessons learned:

What is the outcome of the project? What does the community intend to undertake as a result of the project (up to 300 words).

This will certify that project described above is now complete and o	perational.			
Principal Appointed Officer (please print):	Email:			
Signature:		YYYY	ММ	DD
orginature.	Date:			
Project Manager (please print):	Email:			
Signature:		YYYY	ММ	DD
orginature.	Date:			

By signing Section VI – Certification of Completion, you are certifying that the information contained in this form is to the best of your knowledge correct and complete and that the project as described in Section III is now complete.

Jennifer Kuhn

From:

is@rdkb.com

Sent:

March 27, 2020 1:43 PM

To:

Theresa Lenardon; Information Services; Jennifer Kuhn; Melissa Zahn

Subject:

Grant-in-Aid Form submitted by Grand Forks Farmers Market, email address -

zornszoo@nethop.net

Online Grant-in-Aid Application

Electoral Area(s) Applied to:

Electoral Area 'C'/ Christina Lake Director Grace McGregor, Electoral Area 'D'/ Rural Grand Forks Director Roly Russell, Electoral Area 'E'/West Boundary Director Vicki Gee

Applicant Information:

Applicant:

Grand Forks Farmers Market

Address:

Box 1004 Grand Forks BC V0H 1H0

Phone:

Fax:

Email:

zornszoo@nethop.net

Representative:

Doug Zorn

Make Cheque Payable To:

Grand Forks Farmers Market

Other Expenses:

Total Cost of Project:

\$15,000\$

Amount Requested from

RDKB Director(s):

\$5000 each april 8, 2020

What is the Grant-in-Aid for? Grand Forks Farmers' Market This letter is to request financial support for the Grand Forks Farmer's Market Associations' continued participation in the BC Farmers Market Coupon Program, a healthy eating initiative that supports farmer's markets across the province.

This community program is overseen by the BC Association of Farmers Markets and receives funding from local government, provincial health services, and community donors. The Program started in 2007 and is intended for low-income families, expectant mothers, single parents and seniors, who do not have the financial means to access quality fresh produce. With our current Global issues this program will be very important for many families.

The concept of the program is to provide eligible households' coupons to be spend each week at their local farmer's market. Coupons are distributed by participating community partners to eligible participants, providing them with access to nutritious, fresh, wholesome foods that may otherwise be unattainable. Participants receive seven \$3.00 coupons (approximately \$21.00/week). This equates to approximately \$405.00 per participant for the months of June to October. The coupons are not redeemable for cash and can only be spent at Grand Forks Farmers Market for locally grown food products.

The Nutrition Coupon Program works full circle to benefit our community by:

Supporting local growers and producers

Contributing to the health and well-being of participants

Strengthening community connections and promoting social inclusion

Increasing knowledge about local food systems and healthy eating strategies

Providing food literacy education to participants through our community partners

This program has been highly successful to date, and we are eager to build on this success. In 2018 the Grand Forks Farmers Market and Boundary Family & Individual Services Society came together and supported twenty families to participate in the program, generating approximately \$9,000 in additional revenues. With community support in 2019 GF Farmers Market was able to expand the coupon program and support many more in need families from Christina Lake to Rock Creek. In 2020 our goal, with your generous support, is to triple the amount the number of clients this program could support.

Further details of the program can be found at http://www.bcfarmersmarket.org/nutrition-coupon-program, OR by contacting Doug Zorn, Grand Forks Farmers Market 250-442-3359 (home). We look forward to your favorable support for this community program.

Send funds to

Grand Forks Framers Market

Box 1004 Grand Forks BC

V0H 1H0

If you have any further questions, please do not hesitate to contact me directly.

Doug Zorn

250 442 3359

Respectfully submitted, Doug Zorn GFFM

List of Other Organizations Applied to for Funding

Name of Organization City of Grand Forks

Amount Requested 2,000

Amount Secured 0

Name of Organization Grand Forks Credit Union

Amount Requested 2,000

Amount Secured 0

Name of Organization

Amount Requested

Amount Secured

Documents uploaded with Submission?

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Re Grant in Aid Grand Forks Farmers Market

Grand Forks Framers Market (GFFM) have just had confirmation that Farmers Markets are an essential service.

2020 current Global situation is very fluid, and we waited to get the above confirmation before we applied. The City of Grand Forks have approached the GFFM asking them to make sure the GFFM continues this year.

There are going to be many regulations we will have to adjust to during this Pandemic to ensure everyone's safety.

We would very much appreciate your earliest response to the request so we can inform our GFFM farmers so they can meet the increased demand.

Thanks Doug Zorn

GFFM



Grant-in-Aid Request

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Applicant:	*Rock Creek	Com	munity Medica	al socie	ty	d september
Address:	*100 Rock Cr	eek (Cutoff Rd., Ro	ck Cree	k, BC V0	H 1Y0
Phone:	* 250-446-251	1 -		E-Mail:		ockcreekmedical.ca
Representative:	* Harald Zinne	er, Pre	esident			
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