



## REGULAR MEETING OF COUNCIL AGENDA

DATE: 2024.03.26

LOCATION: Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

### 1. Call to Order

### 2. Adoption of the Agenda

2.1 Addition of late items, if any

2.2 Adoption of the agenda

RECOMMENDATION:

***THAT the Agenda for the 2024.03.26 Council Meeting be adopted as presented.***

### 3. Adoption of the Minutes

3.1 Corrections to the minutes, if any

3.2 Adoption of the minutes

RECOMMENDATION:

***THAT the Minutes of the 2024.03.12 Council Meeting be adopted as presented.***

RECOMMENDATION:

***THAT the Minutes of the 2024.03.14 Committee of the Whole Meeting be adopted as presented.***

### 4. Delegations – Nil

### 5. Information Items

#### 5.1 Council Reports

5.1.1 Mayor's Report

#### 5.2 Committee Minutes

5.2.1 2024.02.15 Health Advisory Committee Meeting Minutes DRAFT

#### 5.3 Staff Reports

5.3.1 CAO Report

#### 5.4 Correspondence

5.4.1 Nelson Kootenay Lake Tourism Association Appointment

5.4.2 Support for Farmer's Market Nutrition Coupon Program

5.4.3 AKBLG Call for Nominations

5.4.4 North Kootenay Lake Arts Council Banner Update

5.4.5 2024.03.10 Galbraith re South Beach

5.4.6 2024.03.08 Malik re South Beach

5.4.7 Recreation Grant Committee Resignation – Joy Lukacs

5.4.8 2024.03.14 Mackle re flag

5.4.9 UBCM Membership Renewal

## 5.5 2024.03.26. Circulation Package

### 6. Question Period

*An opportunity for members of the public to ask questions or make comments regarding items on the agenda.*

### 7. Business

#### 7.1 Kaslo Baseball & Softball Association User Agreement

*To consider a request for a user agreement between the Village of Kaslo and the Kaslo Baseball & Softball Association.*

RECOMMENDATION:

***THAT the Corporate Officer is authorized to sign the agreement between the Village of Kaslo and the Kaslo Baseball & Softball Association for use of Murray Pearson Ball Park during the 2024-2026 summer seasons.***

#### 7.2 Kaslo Jazz Etc Society 2024 Event Requests

*To consider requests relating to the proposed 2024 Jazz Fest event and identify any conditions that must be met.*

RECOMMENDATION:

***THAT Council approves the closure of portions of Kaslo Bay Road to non-festival traffic from 8:00am Wednesday, July 31, 2024 until 8:00 am Monday, August 5, 2024.***

***THAT the request from the Kaslo Jazz Etc. Society for extended use of Kaslo Bay Park until midnight on August 2-4, 2024 be granted.***

***THAT the Noise Bylaw Exemption request from the Kaslo Jazz Etc. Society be granted to allow amplified music from 10pm until midnight on August 2-4, 2024.***

***THAT a Beer Garden Licence be granted to the Kaslo Jazz Etc. Society for August 1-4, 2024, subject to compliance with all government regulations; and THAT the use of stainless steel rather than paper or plastic beverage containers be permitted.***

***THAT the Kaslo Jazz Etc. Society be granted permission to affix banners to the Welcome to Kaslo signs along the highway, provided that the existing signage is not obscured.***

#### 7.3 Kaslo Logger Sports – Beer Garden Request

*To consider a request from Kaslo Logger Sports for designation as an Event of Significance to allow flexibility in the pricing of Beer Garden drinks.*



RECOMMENDATION:

***THAT the Kaslo Logger Sports be designated by Council as an Event of Significance for the purpose of applying for a Special Event Permit from the Liquor and Cannabis Regulation Board.***

**7.4 Indigenous Engagement Requirement Funding Agreement**

*To consider signing the agreement between the Province and the Village of Kaslo for funding to implement Indigenous Engagement Requirements outlined in the Emergency and Disaster Management Act.*

RECOMMENDATION:

***THAT the Corporate Officer be authorized to sign the Indigenous Engagement Requirement funding agreement with the Province of BC.***

**7.5 Lakeshore Protection Development Permit Application – D. Unruh**

*To consider a Lakeshore Protection Development Permit application for a new boathouse.*

RECOMMENDATION:

***THAT Development Permit 2024-04 be approved to authorize Dale Unruh's placement of a new boathouse in slip 17 at the Kaslo Bay Marine Club.***

**7.6 Procurement – Water Treatment Plant**

*To consider awarding the contract for the Design and Construction Services for Ultraviolet Disinfection upgrades within the Water Treatment Plant.*

RECOMMENDATION:

***THAT Kerr Wood Leidal Consulting Engineers be awarded the contract for Design and Construction Services for the Ultraviolet Water Treatment Package, all for the sum of \$72,636 (excluding taxes), as outlined in their proposal dated 15<sup>th</sup> March 2024, AND FURTHER, that staff be authorized to execute the contract.***

**7.7 Federation of Canadian Municipalities Conference Attendance**

*To consider authorizing expenses for Councillor Leathwood to attend the 2024 FCM convention in Calgary.*

RECOMMENDATION:

***THAT Councillor Leathwood [be authorized/not be authorized] to attend the 2024 Federation of Canadian Municipalities conference in Calgary from June 6-9, with expenses paid pursuant to municipal policy.***

**7.8 Budget Meeting Schedule**

*To set dates for Committee of the Whole meetings to discuss the 2024 budget and five year financial plan.*



RECOMMENDATION:

***THAT Committee of the Whole meetings to discuss the 2024 budget be scheduled as follows:***

- ***Wednesday, April 10 at 6:00 p.m.***
- ***Wednesday, April 17 at 6:00 p.m.***

**8. Late Items**

**9. In Camera Meeting**

**10. Raised from In Camera Meeting**

**11. Adjournment**







## REGULAR MEETING OF COUNCIL MINUTES

DATE: 2024.03.12

LOCATION:

Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

PRESENT: Chair: Mayor Hewat  
Councillors: Bird, Brown, Lang,  
Regrets: Councillor Leathwood  
Staff: CAO Tynan, CO Allaway  
Public: 1

### 1. Call to Order

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

### 2. Adoption of the Agenda

- 2.1 Addition of late items, if any
- 2.2 Adoption of the agenda

46/2024 Moved, seconded and CARRIED

***THAT the Agenda for the 2024.03.12 Council Meeting be adopted as amended with the addition of the late item regarding reserve transfers.***

### 3. Adoption of the Minutes

- 3.1 Corrections to the minutes, if any
- 3.2 Adoption of the minutes

47/2024 Moved, seconded and CARRIED

***THAT the Minutes of the 2024.02.27 Council Meeting be adopted as presented.***

### 4. Delegations – Nil

### 5. Information Items

#### 5.1 Council Reports

- 5.1.1 Mayor's Report – Mayor Hewat announced that Robert Baker has been hired as the new CAO for the Village of Kaslo. Mayor Hewat also provided a verbal summary of her activities outlined in her written report.

#### 5.2 Committee Minutes – Nil

#### 5.3 Staff Reports

- 5.3.1 CAO Report
- 5.3.2 Planning Report – DP 2024-02 (415 Front Street)
- 5.3.3 Planning Report – DP 2024-03 (425 Front Street)

#### 5.4 Correspondence

- 5.4.1 2024.02.29 from RDCK re Emergency and Disaster Management Act
- 5.4.2 2024.02.28 Kootenay Regional Film Commission – Film Liaison Enquiry
- 5.4.3 2024.02.28 P. Trotter/M. Poulin – Legacy Park Art

- 5.4.4 Federal GIBC Grant Program – Decision re: New Kaslo and District Public Library
- 5.4.5 2024.02.29 CMHC – Decision re: Housing Accelerator Fund
- 5.4.6 2024.02.16 J. Lukacs – Letter of Resignation (Recreation Grants Committee)
- 5.4.7 2024.02.24 P. Trotter/M. Poulin re South Beach
- 5.4.8 2024.02.25 K. Pidcock re South Beach

5.5 **2024.03.12 Circulation Package**

6. **Question Period**

One member of the public asked a question regarding the next steps for the proposed development of South Beach.

7. **Business**

7.1 **Fees & Charges Amendment Bylaw 1301, 2024**

48/2024

Moved, seconded and CARRIED

***THAT Fees and Charges Amendment Bylaw 1301, 2024 be adopted.***

49/2024

Moved, seconded and CARRIED

***That staff is directed to prepare an amendment to Fees & Charges Bylaw 1300 to reconsider the licence fees for cannabis related business.***

*Councillor Brown declared a conflict of interest with respect to item 7.2 and absented himself from the meeting at 6:26 p.m. as 415 Front Street is his place of work.*

7.2 **Encroachment Agreement - 415 Front Street**

50/2024

Moved, seconded and CARRIED

***THAT the Corporate Officer is authorized to sign an encroachment agreement between the Village of Kaslo and the owners of 415 Front Street, to allow building elements to project over the municipal sidewalk.***

*Councillor Brown returned to the meeting at 6:28 p.m.*

7.3 **Contract Planning Services**

51/2024

Moved, seconded and CARRIED

***THAT the Village of Kaslo contract with Dun-Map Inc. to prepare a revised Zoning Bylaw and updates to the Official Community Plan, as outlined in the proposal dated March 1, 2024, at a cost not to exceed \$29,000 + GST.***

*Mayor Hewat declared a conflict of interest with respect to item 7.4 and absented herself from the meeting at 6:30 p.m. as she is an employee of one proponent.*

*Acting Mayor Brown assumed the role of chair.*



7.4 **FireSmart Fuel Treatment**

52/2024 Moved, seconded and CARRIED

***THAT the Village of Kaslo contract with Loki to execute manual fuel modification treatments on Treatment Units 16A and H, for the sum of \$31,500 +GST as outlined in their proposal dated March 7, 2024.***

53/2024 Moved, seconded and CARRIED

***THAT the Village of Kaslo contract with Timber Ridge to execute mechanical fuel modification treatments on Treatment Unit I, for the sum of \$19,530 plus \$43/m<sup>3</sup> +GST as outlined in their proposal dated March 7, 2024.***

Mayor Hewat returned to the meeting and resumed the role of chair at 6:39 p.m.

7.5 **Committee of the Whole Meeting Schedule**

54/2024 Moved, seconded and CARRIED

***THAT a Committee of the Whole meeting be scheduled for 6:00 p.m. on Thursday, March 14, 2024 to discuss municipal projects.***

8. **Late Items**

55/2024 Moved, seconded and CARRIED

***THAT the following reserve transfers be authorized:***

- ***\$87,147.48 from the COVID Rapid Restart funds in 2023 for the Public Works equipment shelter***
- ***\$25,227.00 from the Climate Action Fund in 2023 for the structural flood protection project.***

9. **In Camera Meeting**

56/2024 Moved, seconded and CARRIED

***THAT Council now recess and reconvene in-camera with the public excluded under Section 90(1) (c) of the Community Charter to consider matters relating to employee relations.***

The open meeting recessed at 6:53 p.m.

The open meeting reconvened at 7:35 p.m.

10. **Business Arising from In Camera Meeting**

57/2024 Moved, seconded and CARRIED



***THAT Robert Baker be appointed as the Village's Approving Officer effective March 18, 2024 and that Linda Tynan ceases to be the Village's Approving Officer on March 18, 2024.***

**58/2024** Moved, seconded and CARRIED  
***THAT Robert Baker's contract be amended to temporarily remove the Chief Financial Officer designation until May 15, 2024, subject to the consent of Mr. Baker.***

**59/2024** Moved, seconded and CARRIED  
***THAT Council approve the Service Provider Agreement, dated for reference March 12, 2024, between the Village of Kaslo and Linda Tynan, and any amendments thereto.***

**11. Adjournment**

The meeting was adjourned at 7:36 p.m.

CERTIFIED CORRECT:

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Mayor Hewat



DATE: 2024.03.14

LOCATION:

Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

PRESENT: Chair: Mayor Hewat  
Councillors: Bird, Brown, Lang, Leathwood  
Staff: CAO Tynan, CO Allaway  
Public: 2

**1. Call to Order**

The meeting was called to order at 6:06 p.m.

**2. Adoption of the Agenda**

2.1 Addition of late items, if any

2.2 Adoption of the agenda

**60/2024** Moved, seconded and CARRIED

***THAT the Agenda for the 2024.03.14 Committee of the Whole Meeting be adopted as presented.***

**3. Discussion**

3.1 **Capital Projects Review**

CAO Tynan led a review of current and planned projects.

**4. Late Items – Nil**

**5. Adjournment**

The meeting was adjourned at 7:35 p.m.

CERTIFIED CORRECT:

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Mayor Hewat



## Mayors Report

### Regular Council Meeting

Tuesday, March 26, 2024

The following is a summary of the meetings and/or events that I have participated in since my last written report as well as a list of upcoming meetings and events.

Please note that for Regional District meetings, I will only be reporting on items that have a direct impact on the Village of Kaslo.

#### March 4

Invasive Species Working Group – because I was on my way to the airport, I was unable to participate in this meeting.

#### Federation of Canadian Municipalities (FCM) In Person Board Meeting in Prince George

##### March 5

Morning - Study Tour to Caledonia Nordic Ski Club

Prince George is hosting the 2024 Para Biathlon World Championships and the Nordic World Cup Finals which started on March 6<sup>th</sup>. Kevin Petterson, Chair of the Local Organizing Committee gave a tour of the facilities and told the group what it takes to put together events such as this, from funding for capital projects, grants for events and organizing the many volunteers needed.

Afternoon - Rural Forum

Vice President Geoff Stewart provided some opening remarks followed by remarks from CEO Carole Saab. Chair Neal Comeau (Sturgeon County, AB) gave a report which included Budget 2024 and Policy and Advocacy updates.

The committee reviewed and discussed the Municipal Growth Framework (and FCM's budget ask).

There was a presentation on Rural Homelessness from the Rural Development Network. I will watch for this report to be made public.

Committee of the Whole

Words of welcome were given by FCM First Vice-President followed by singing of the National Anthem.

Remarks were provided by CEO Carole Saab.

Mathieu Belanger, Executive Director, Policy and Public Affairs (FCM) spoke about FCM's Pre-Budget 2024 Advocacy.

Mathieu Belanger, along with Matt Gemmel, Director, Policy & Research (FCM) then spoke regarding the Municipal Growth Framework Campaign.

This was followed by a session on Advancing Reconciliation in Municipalities. This included a Panel Discussion on Reconciliation with Mayor Simon Yu, City of Prince George, Chief Dollen Logan, Lheideli T'enneh First Nation, Art Khan, Chair, Regional District of Fraser-Fort George and Julie Rogers, Communications Manager, City of Prince George. The next session was a presentation of the FCM UNDRIP Guide, by Jennifer David, Senior Consultant, NVision Insight Consulting.





## Mayors Report

### Board Meeting

New Board Members from Nunavut and Quebec were ratified.

President Scott Pearce and CEO Carole Saab provided verbal reports.

The Finance and Audit Committee presented the 2024-2025 budget for approval.

There were verbal reports received from the Human Resources and Elections Committees.

The Governance Committee provided a report regarding moving to Two-Year Terms for the Board of Directors

The Board voted to approve the move.

Resolutions were discussed and voted on.

The Big City Mayors Committee (BCMC), Provincial Territorial Associations (PTA's), Elections Readiness Working Group and Regional Caucus Chairs provided verbal reports.

Urgent items arising from Standing Committees were discussed and reports of the Standing Committees and Forums were presented.

These included the following Standing Committees: Anti-Racism and Equity; Community Safety and Crime Prevention; Municipal, Finance, Infrastructure and Transportation; Environmental Issues and Sustainable Development, Social-Economic Development and Forums: Rural; Northern and Remote and Network of Francophone Municipalities.

Below is the link to The Federation of Canadian Municipalities (FCM)'s Budget 2024 recommendations.

<https://fcm.ca/en/resources/municipalities-where-canada-grows>

March 11 Joint Resource Recovery meeting – cancelled.

Health Advisory Committee meeting – the minutes of the are part of the meeting package.

March 12 Regular Meeting of Council.

March 13 Langham 50<sup>th</sup> Anniversary committee meeting.

Reports were provided by committees.

### Gallery Committee:

Here's to You, Fair Lady – this is the 50<sup>th</sup> anniversary exhibition that was put together by Elizabeth Scarlett and Maggie Tchir and was hung in the gallery with the assistance of Paul Van Deursen. The opening night was March 8<sup>th</sup>, and it will move to the Loki room in May after it is taken down.

Members of the Theatre Committee reported on completed and proposed events that we have to look forward to for the coming year. We have a fall production of Lucas Myer's Kaslovia to look forward to among other performances.

The events being planned for the Gala weekend, from June 6<sup>th</sup> to 9<sup>th</sup> were discussed which includes a Kaslo Players event on Thursday night, a musical event on Friday night featuring Michael Guthrie and others and a Saturday night 'Dance Party' at the Legion.

Also being planned is a family street event on Saturday afternoon.

March 18 St Andrews Launch Pad meeting.

At this meeting the group discussed the various options to ensure the continuity and sustainability of this community asset. The local group is exploring how to get assistance with the day-to-day management, which would include handling rentals for both Heritage Hall and the sanctuary.





## Mayors Report

Kaslo & District Public Library AGM

March 19<sup>th</sup> Kaslo and Area Chamber of Commerce AGM

### Upcoming Meetings

March 21 RDCK Board meeting.

March 25 Recreation Grant committee meeting.

March 27 RDCK All Recreation Committee meeting.

West Kootenay-Boundary Regional Hospital District meeting.

April 3<sup>rd</sup> FireSmart Open House

April 4<sup>th</sup> – 6<sup>th</sup> CBT Orientation and Board Meeting in Elkford/Sparwood

April 8<sup>th</sup> Kaslo and Area D Economic Development Commission  
Kaslo and Area D Re-Di grants public meeting

April 9<sup>th</sup> Regular Meeting of Council.

April 16<sup>th</sup> RDCK Emergency Program Executive Committee meeting  
RDCK Community Sustainable Advisory Committee

April 17<sup>th</sup> Joint Resource Recovery

April 18<sup>th</sup> RDCK Board Meeting

April 19 to 21 AKBLG Conference in Radium

April 23<sup>rd</sup> Regular Meeting of Council.

April 25<sup>th</sup> Kaslo & District Community Forest Society AGM

Respectfully submitted,  
Mayor Suzan Hewat







## HEALTH ADVISORY COMMITTEE MINUTES

DATE: 2024.03.11

LOCATION:

Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

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PRESENT:	Chair:	Mayor Hewat
	Members:	Councillor Bird, Elizabeth Brandrick, Liz Ross, Deb Borsos, Leni Neumeier
	Regrets:	Victoria McAllister
	Staff:	CO Allaway
	Public:	Nil

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### 1. Call to Order

*The meeting was called to order at 6:04 p.m.*

### 2. Adoption of the Minutes

Moved, seconded and CARRIED

***THAT the agenda for the 2024.03.12 Health Advisory Committee meeting be adopted with the addition of the following late items:***

- ***IHA response to requests for dialysis in Nelson***
- ***Update regarding 2023 UBCM meeting with the Minister of Housing***

### 3. Adoption of the Minutes

Moved, seconded and CARRIED

***THAT the minutes of the 2024.01.15 Health Advisory Committee meeting be adopted as presented.***

### 4. Delegations – Nil

### 5. Information Items

5.1 Member Reports

5.2 Correspondence

5.2.1 WKBRHD March 27, 2024 6:00 pm

5.2.2 Office of the Seniors Advocate BC - Resilient and Resourceful

5.2.3 BCRHN 2024.01.16

5.2.4 BCRHN 2024.02.01

5.2.5 BCRHN 2024.02.06

5.2.6 BCRHN 2024.03.01

5.2.7 BCRHN AGM Minutes

### 6. Question Period – Nil

### 7. Business – Nil

**8. Late Items**

- 8.1 At the January 24<sup>th</sup> WKBRHD considered hemodialysis clinic in Nelson. IHA proposed a kidney health clinic in Nelson and encouraged home dialysis. The committee feels that this does not meet the needs of local residents.
- 8.2 There is no update from UBCM regarding additional Long Term Care beds in Kaslo.

**9. Next Meeting**

The next meeting is scheduled for 6:00 p.m. on May 13, 2024.

**10. Adjournment**

The meeting was adjourned at 7:06 p.m.

CERTIFIED CORRECT:

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Mayor Hewat

DRAFT





2024.03.18

Nelson Kootenay Lake Tourism  
1 01A - 310 Ward Street,  
Nelson BC V1L5S4

**RE: Appointment to NKLT Board**

To whom it may concern,

This letter serves to confirm that the Village of Kaslo supports the appointment of Debra Hamilton as the representative for the Village, Regional District of Central Kootenay Area 'D' and the Kaslo and Area Chamber of Commerce on the Nelson Kootenay Lake Tourism Board.

Debra has owned and operated a well-established resort just outside of Kaslo for the past 15 years. She has also worked with the Kaslo & Area Chamber of Commerce and the Nelson Kootenay Lake Tourism Board in the past. Living in the RDCK gives her a good balance of connection in Nelson & Kaslo and can support the Board while simultaneously bring a voice to each meeting from our area.

Debra Hamilton would be a great addition to the Nelson Kootenay Lake Tourism Board because she knows the area and is well established in the industry.

Debra Hamiton's contact:



Sincerely,

Mayor Suzan Hewat  
Village of Kaslo

Box 576, Kaslo, BC V0G 1M0  
Tel. 250-353-2311 ext. 101 Fax. 250-353-7767  
E-mail: [admin@kaslo.ca](mailto:admin@kaslo.ca)  
<http://www.kaslo.ca>



March 18, 2024

The Honourable Adrian Dix  
Minister of Health  
Via email: [HLTH.Minister@gov.bc.ca](mailto:HLTH.Minister@gov.bc.ca)

Dear Minister Dix:

**RE: BC Farmers' Market Nutrition Coupon Program**

The Village of Kaslo has found the BC Farmers' Market Nutrition Coupon Program to be a valuable initiative for families and seniors in the Kaslo area. I would like to personally thank you for sponsoring this program and kindly ask that you keep implementing it.

During this time of food insecurity, rising costs and supply chain issues, being able to access fresh local food is more important than ever. Over 60 families and seniors were able to take advantage of this program in 2023, which represents a good percentage of the Kaslo community. This is a program that provides tangible benefits to vulnerable populations and directly impacts the lives of many local residents.

Thank you again for your past support for BC Farmers' Market Nutrition Coupon Program. The Village of Kaslo looks forward to its continuation.

Sincerely,

Mayor Suzan Hewat

cc: Heather O'Hara – [heather.ohara@bcfarmersmarket.org](mailto:heather.ohara@bcfarmersmarket.org)  
Director Watson – [awatson@rdck.bc.ca](mailto:awatson@rdck.bc.ca)  
Kaslo Saturday Farmers Market Manager – [kaslosaturdaymarket@nklcss.org](mailto:kaslosaturdaymarket@nklcss.org)

PO Box 576, Kaslo, BC V0G 1M0  
Tel. 250-353-2311 ext. 101 Fax. 250-353-7767  
E-mail: [admin@kaslo.ca](mailto:admin@kaslo.ca)  
<http://www.kaslo.ca>

**Karissa Stroshein**

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**Subject:** Nominations for AKBLG Executive - First Call & Registration Closed

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**From:** AKBLG Admin Coordinator <admin@akblg.ca>

**Sent:** Sunday, March 17, 2024 10:28 PM

**To:** Administrative Coordinator <admin@akblg.ca>

**Cc:** 'Andrea Tubbs' <conventioncoord@akblg.ca>

**Subject:** Nominations for AKBLG Executive - First Call & Registration Closed

Hello AKBLG Members:

**AKBLG Executive Board – positions open – CALL FOR NOMINATIONS**

In preparation for the AKBLG Annual General Meeting, we are calling for **NOMINATIONS to the AKBLG Board**.

Information about the Board of Directors, positions that will be open for election at the AGM, and the process to submit nominations is attached.

If you have any questions at all or would like more information before deciding to run for a Board position, please contact Aidan McLaren-Caux, Nominations Committee Chair at [nominations@nakusp.com](mailto:nominations@nakusp.com) or Linda Tynan, AKBLG Executive Director at [admin@akblg.ca](mailto:admin@akblg.ca).

**AKBLG Convention & AGM – Radium Hot Springs April 19-21<sup>st</sup>, 2024 – registration closed**

Registration for this year's convention and AGM has now reached capacity and registration is closed. If you were planning on attending the convention and didn't get registered in time, please contact Linda at [admin@akblg.ca](mailto:admin@akblg.ca) as we expect a very limited number of spots to become available so there may be an opportunity to still be registered.



## CALL FOR NOMINATIONS FOR AKBLG EXECUTIVE POSITIONS

**Deadline for Online Nomination Submissions is April 10, 2024** accepted by email to [nominations@akblg.ca](mailto:nominations@akblg.ca)

The Association of Kootenay & Boundary Local Governments is the collective voice for local government in the Kootenay & Boundary and includes the Village of Valemount and the Town of Golden. The membership elects Directors to the Executive during the Annual General Meeting, and the Executive is charged with ensuring the bylaw direction set by the general membership is carried forward. The Executive also provides operational and policy direction to the AKBLG between AGMs.

### CURRENT AKBLG EXECUTIVE MEMBERS

Keith Page	Councillor City of Nelson	President term ends 2025 AGM
Kevin McIsaac	Councillor City of Fernie	Vice President term ends 2025 AGM
Keith Baldwin	Councillor Town of Creston	Director term ends 2024 AGM
Susan Clovechok	Director, RDEK	Director term ends 2024 AGM
Kyle Hamilton	Councillor City of Fernie	Director term ends 2024 AGM
Colleen Jones	Mayor City of Trail	Director term ends 2025 AGM
Aidan McLaren-Caux	Councillor Village of Nakusp	Director term ends 2025 AGM
Erin Palashniuk	Councillor Village of Radium Hot Springs	Director term ends 2024 AGM
Wesley Routley	Councillor Town of Golden	Director term ends 2025 AGM

Currently one (1) Director at Large position is a proxy for the Past President position

## NOTICE

### AKBLG POSITIONS OPEN FOR NOMINATIONS AT THE 2023 AKBLG ANNUAL GENERAL MEETING:

Director at Large	Three (3) positions	Two (2) Year Term (to 2026)
Director at Large	One (1) position	One (1) Year Term (to 2025)

\*NOTE: The One year term Director-at-large position is a proxy for Past President.

### QUALIFICATIONS FOR OFFICE:

- The candidate must be an elected official of an AKBLG local government member
- The candidate must be nominated by two elected officials of an AKBLG local government member.

### NOMINATION PROCESS:

The Nomination Committee is made of two (2) AKBLG Executive Board members. Inquiries to the Nominations Committee may be sent to [nominations@akblg.ca](mailto:nominations@akblg.ca). You may also contact the committee Chair directly if you have questions:

Aidan McLaren-Caux      Councillor, Village of Nakusp      [amclarencaux@nakusp.com](mailto:amclarencaux@nakusp.com)

(....see page 2 for submission requirements)

**Submit the following to the Nominations Committee at [nominations@akblg.ca](mailto:nominations@akblg.ca)**

- Your Name and Regional District/Municipality you are elected to;
- Name the two elected officials you have been nominated by;
- A few sentences outlining why you are interested in a position as Director for the AKBLG;
- A brief biography and high resolution photo **which will be posted on the website and printed in the nomination package**

The Nomination Committee strives for equal and broad representation of candidates from which members will elect to the AKBLG Executive to represent the entire AKBLG region. Nominations from the floor will also be accepted. The process outlined above provides for those who are interested in seeking office to be directly nominated prior to the Annual General Meeting.

**Deadline for Nomination package submission: Wednesday, April 10, 2024**

**Submit to: [nominations@akblg.ca](mailto:nominations@akblg.ca)**

## Karissa Stroshein

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**Subject:** Front St. Banners project

-----Original Message-----

From: Harvey

Sent: Monday, March 11, 2024 2:32 PM

To: Karissa Stroshein <admin@kaslo.ca>

Cc: Harvey Armstrong; Lynn Van Deursen; NKL Arts Council <nklarts@kaslo.org>; Kentree Spiers; Sabrina Edwards; Jay Danley

Subject: Front St. Banners project

This is an update on our joint project. First, a big thank you for the \$500 donation from the Village that allowed this project to go ahead. We have received both the banner blanks and additional supports for the Village to use, when needed, to display the banners from the light standards. We plan to supply a hand painted banner for each of the old style light standards along Front St., and on 4th and 5th between Front St. and A avenue.

We have been contacting local artists willing to paint a banner for us, and have supplied the Village with a copy of our guidelines. We will have a meeting at the Langham on March 23rd to pass out the banners and guideline, and will meet on April 27th to receive the finished work. We hope to have the banners and extra supports ready for the Village on May 1st.

Thanks for your cooperation with us for this public art event!

North Kootenay Lake Arts Council; nklarts@kaslo.org; POB 1045 Kaslo.



# 2024 North Kootenay Lake Arts Council

Front Street Banner Project Submission form

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Name

Signature

---

Address

City/Town

Prov.

Postal Code

---

Email

Website/social media link

(Tear along line and keep this important information)

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## 2024 North Kootenay Lake Arts Council

### Front Street Banner Project Details

**Theme:** We're looking for bright, beautiful, and bold paintings with a universal theme of positive community attributes. Anything from our natural surroundings to what you love about the North Kootenay Lake area, whether it be animal, vegetable, or mineral.

**Guidelines:** Please avoid the use of slogans, logos, religious/political content, or advertising of any sort. Text on banners is discouraged. It is not the intention of the council to judge based on artistic merit, but rather to ensure that they meet public exhibition standards. (I.e: images that are appropriate for viewing by all ages; with this in mind, you may not receive the honorarium if your banner does not meet the guidelines above)

**Hot Tips:** Please paint both sides of the banner. Use acrylic paints. Keep the layers of paint relatively thin as thicker layers tend to crack in the weather. Pinning or stretching banners taut may make it easier to paint.

**Deadline: Saturday, April 27 at the Langham from 1-4**

\*\*Once returned banners will become the intellectual property of NKLAC and each artist will receive a \$50 honorarium.

Rick Galbraith  
Box , Kaslo, B.C. V0G 1M0

March 10, 2024

Village of Kaslo  
(via e-mail to admin@kaslo.ca)

Dear Mayor & Council:

RE: South Beach Development, Land Trade and Re-Zoning Proposal

I am in favour of expansion of municipal lands and development of property that will bring new residents to Kaslo who will live here year round. A trailer park will most certainly bring transient owners and I am not in favour of that. Any land trade and accompanying re-zoning should allow for only residential units that will attract families and youthful, entrepreneurial people **who will be twelve month consumers for our retailers.**

Water usage is a major factor and ought to be controlled. There has always been an inherent need for conscientious management of water usage; with expansion and climate change taxing the available supply, that need is now critical, requiring urgent attention. The installation of water meters at each residential unit will influence good management that results in minimal water usage. Reduced water usage not only assures a continuing supply but reduces the cost of managing and treating water flow, and similarly reduces the cost of management and treatment of sewage. The Village of Kaslo ought to require water meters to be installed as a condition of EVERY new building permit before allowing any development at South Beach.

Sincerely,

Rick Galbraith

## Karissa Stroshein

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**Subject:** South Beach and the OCP

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**From:** The Maliks

**Sent:** Friday, March 8, 2024 2:28 PM

**To:** Karissa Stroshein <admin@kaslo.ca>

**Cc:** Catherine Allaway <allaway@kaslo.ca>

**Subject:** South Beach and the OCP

Mayor Hewat and Councillors Bird, Brown, Lang, Leathwood

Re: South Beach Development

For your consideration during your review process:

Natural beauty was the single largest response to the OCP Survey Question: "What do you value most about Kaslo today that you think should be supported in the Official Community Plan?"

A schedule that was included in the 2022.08.08 Final Draft of Kaslo's OCP superimposed the *Lakefront and Stream Development Protection Areas* on the *Waterfront Development Area*.

A copy is attached for your information.

*Lakefront Protection Development Permit Area Guidelines* in our OCP state:

"Development in the DPA, from Moyie Beach, east and south to beyond the mouth of Kaslo River except for the Logger Sports ground, shall be limited to passive recreational amenities, such as walking and multi-use trails, natural parks areas, non-motorized pleasure craft launches, and park benches."

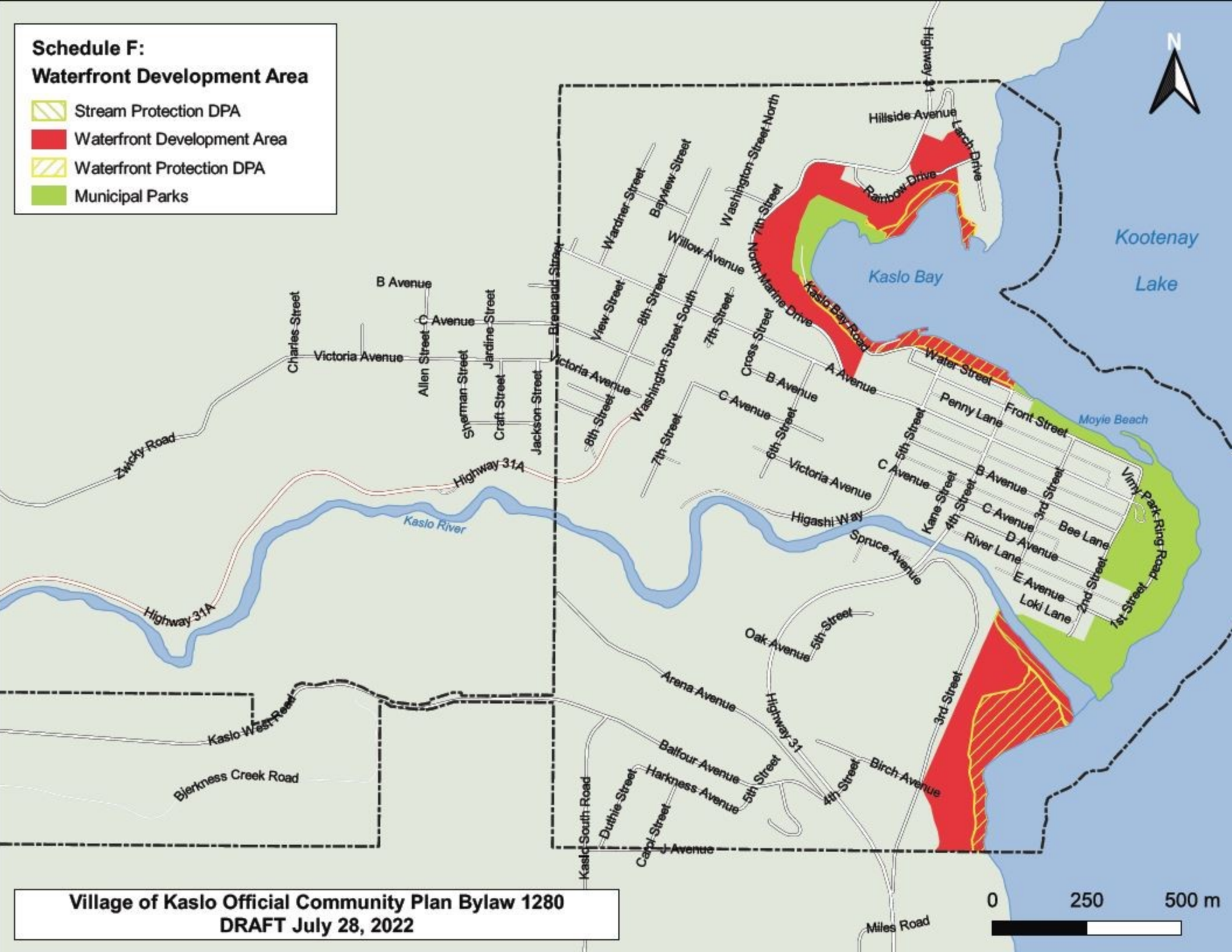
Submitted,

Vladimir & Anne Malik

Kaslo

**Schedule F:  
Waterfront Development Area**

-  Stream Protection DPA
-  Waterfront Development Area
-  Waterfront Protection DPA
-  Municipal Parks



**From:** Joy Lukacs [REDACTED]  
**Sent:** Friday, February 16, 2024 12:49 PM  
**To:** Karissa Stroshein <admin@kaslo.ca>  
**Cc:** Erika Bird [REDACTED]; Ken Butt [REDACTED]; Lynn Goldsborough  
[REDACTED] Mayor Hewat <mayor@kaslo.ca>  
**Subject:** Re: Monday, March 25th Meeting?

Hi Karissa,

In that case, I will be able to attend the meeting.

\*side note\* I'd like to step down from this committee after this meeting. Please do what you can to find someone to take my place.

Thank you,

Joy Lukacs  
[REDACTED]

## Karissa Stroshein

---

**Subject:** Flag

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**From:** Patrick Mackle

**Sent:** Thursday, March 14, 2024 10:27 AM

**To:** Karissa Stroshein <admin@kaslo.ca>

**Subject:** Flag

Village of Kaslo and Kaslo Mayor Suzan Hewat

The flag at City Hall is not at half mast and there are three other flags in town at half mast to respect former Prime Minister Brian Mulroney's passing.

I contacted village staff and they said it was not a municipal matter and I suggested it is a matter of respect and the Mayor of Kaslo and the Chief Administration Officer have discretionary powers.

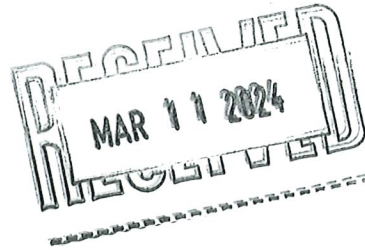
The discretionary powers have been exercised in the past as the flag has been at half mast in the past for matters not of a municipal nature.

Patrick Mackle, former Mayor of Kaslo.



March 1, 2024

Council Members  
Village of Kaslo  
Box 576  
Kaslo, BC V0G 1M0



Dear Council Members:

I am writing to invite the Village of Kaslo to renew its annual membership in the Union of BC Municipalities.

BC's communities are facing a complex set of challenges: climate change, housing attainability, the opioid crisis and more. While local governments are stepping up to respond to each of these crises, the complexity and scale of these issues require coordination with other orders of government to find effective solutions.

UBCM never stops working on behalf of local governments with other orders of government.

In the last 12 months, UBCM's Executive has called two unprecedented housing summits to discuss the pressures on the local government housing development frameworks. I was pleased to have both the federal and provincial ministers of housing, Sean Fraser and Ravi Kahlon, join me for discussions with UBCM delegates at this year's summit. The summits provided a valuable space for our members to share solutions and concerns directly, and served to strengthen relationships between UBCM, the Province of BC and the Government of Canada.

Last fall, in response to the challenges communities were facing with the provincial rollout of the decriminalization trial, UBCM's Executive called on the Province for a legislated approach to limit public consumption. The Province heard local governments and introduced legislation last fall to set clearer limits for the public consumption of illicit drugs.

UBCM continues to advocate for reform to the local government finance system. In a working group with the UBCM, the Province has agreed in a problem statement that local governments are struggling to raise enough revenue for "infrastructure capital costs and select service delivery costs driven by senior government regulations and environmental factors." Local government finance is a critical consideration as local governments tackle the multiple challenges facing communities. The need for a renewed framework for local government finance cannot be overstated.

Throughout the past year, UBCM has also worked with provincial and federal partners to develop a new administrative agreement for the Canada Community-Building Fund. This program has delivered close to \$5 billion in funding for local infrastructure since its inception. UBCM is working to ensure that critical aspects of the current program design are maintained.

Our effectiveness as an organization is rooted in the support and participation of our membership. I thank you for the renewal by the Village of Kaslo last year and look forward to working on your behalf this year with the rest of UBCM's Executive.

As always, if you have questions or feedback about our work, please contact me directly.

Sincerely,

Councillor Trish Mandewo  
UBCM President



# FireSmart Committee Meeting Summary

DATE: 2024.03.18

LOCATION: Council Chambers – City Hall

TIME: 9:00-10:00

413 Fourth Street, Kaslo

## 1. Attendees

<i>Committee Members</i>	<i>Affiliation</i>
John Addison	Kaslo FireSmart Neighbourhood Coordinator
Eric Graham	KVFD Chief
Doug Yee	KVFD Assistant Chief
Jessie Lay	Kaslo FS Coordinator
Jeff Reyden	Kaslo and District Community Forest Society
John Cathro	FireSmart Advisor
Maggie Crowe + Terri Wood	Pine Ridge Neighbourhood

## Round of Updates –

- KVFD – welcome to our new Fire Chief!
  - Brush truck coming for KVFD, but probably not until fall or later.
- FS Neighbourhoods – Work parties and initiatives into the Spring.
  - PineRidge vegetation work parties; will be doing sprinkler practice in the Spring.
  - Bayview having emphasis on emergency preparedness this Spring.
- Community Forest – Wildfire Risk Reduction Updates
  - Fuel Modification at Jimi Crack Corn 8 ha out of 10 complete, depending on burn conditions may have to pause and finish in the fall.
  - 30 ha fuel mod prescription for area above Lardeau submitting to FESBC shortly.
  - Continuing work on the Buchanan access trail, with the bulk of the work having been done this past fall.
- FireSmart Coordinator – General Updates
  - Fuel modification – work beginning shortly on manual treatment units, mechanical will run mid-April to mid-May.
    - Community Field Tour tentatively booked for April 6<sup>th</sup> – will confirm.
  - Wildfire Community Preparedness Day (May 4<sup>th</sup>) – small fuel mod followed by BBQ/information sharing. Collaborate with ESS. Details TBD.
  - Youth FireSmart Coordinator – applications closed March 15<sup>th</sup>, moving into interviewing.
  - BCWS structure protection specialist Community Assessment May 23<sup>rd</sup>.

## Draft CWRP –

- Public Open House April 3rd 6:30-8:00 (presentations begin at 7:00) at the legion.
  - Fire Department updates.
  - FireSmart Coordinator – what is FireSmart and what’s going on in Kaslo?
  - CWRP Overview, high level summary, strategic focus

Next Meeting – Monday April 29<sup>th</sup>





# **KASLO** **FireSmart**™ **OPENHOUSE**

**APRIL 3 | KASLO LEGION  
DOORS OPEN AT 6:30  
PRESENTATIONS 7-8**

**SNACKS &  
DOOR PRIZES!**

**KASLO - COMMUNITY WILDFIRE RESILIENCY PLAN  
LOCAL FIRESMART INITIATIVES**



*Village of  
Kaslo*



**Join us to learn more about wildfire resiliency planning  
and FireSmart™ initiatives in Kaslo and what this means  
for our community.**

# Kaslo & District Arena Association

**Board Meeting Agenda Date: Monday March 18 ,2023**

**Present to the meeting: Molly, Josh (Director), Rick, Jo, Blair, Nate, Rogan.**

1. **Call to order** – 6:00 pm
2. **Adoption of the Agenda**

*THAT the agenda for the 2024.03.18 KDAA Board Meeting be approved as presented*

*Carried*

3. **Adoption of the Minutes**

*THAT the minutes of the 2024.02.12 KDAA Board Meeting be approved as presented*

*Carried*

4. **Unfinished Business**

- We are upping our User fees from \$12.00 per player to \$15.00 per player, 1 ½ hour skate. \$10.00 per player for 1 hour skate.
- Signs need to be put up by condenser, so spectators stay off from it.
- The Zamboni needs to be taken into shop to get the tires changed. After done, we need a resolution from village to reimburse.
- Look into changing phone provider to Kin. The arena should have a landline to reach employees and good to have for emergencies.
- Make a list of lockers that are rented. Makes it easy for invoicing.
- We need arena employees to get AED/ first Aid training.
- Logger Sports Beer gardens. Look into beer prices and cup sizes. (Blair). We will need 6 people each shift and they must have serve it rite. We also need to put up fencing before the beer gardens open. (josh)
- AGM meeting in June.

**Next Years User schedule**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Figure Skating 9:30am-10:30am					Minor Hockey 9:30am-10:30am
<b>Moms and Tots</b> 11:00am-12:00pm						
<b>Sticks and Pucks</b> 12:00pm-1:30pm						
<b>Public Skate</b> 2:00pm-4:00pm						<b>Public Skate</b> 2:00pm-3:45pm
<b>Lardeau</b> 4:15pm-5:45pm	<b>Minor Hockey</b> 4:00 pm-5:00pm	<b>Minor Hockey</b> 4:00pm-5:00pm	<b>Minor Hockey</b> 4:00pm-5:00pm	<b>Minor Hockey</b> 4:00pm-5:00pm	<b>Figure Skating Lessons</b> 4:00pm-5:30pm	<b>Burners</b> 4:00pm-5:45pm
<b>Ainsworth</b> 6:00pm-7:45pm	<b>Maniacs</b> 5:30pm-7:00pm	<b>Kaslo Cougars</b> 5:30pm-7:00pm	<b>Ice Kings</b> 5:45pm-7:30pm	<b>Skills and Drills</b> 6:00pm-7:00pm	<b>Family Hockey</b> 6:00pm-7:30pm	<b>CiderHeads</b> 6:00pm-7:45pm
		<b>CiderHeads</b> 7:15pm-8:45pm		<b>Beginners scrimmage</b> 7:00pm-7:30pm		

## **Notes**

- Another User time for beginners. They would like to split with Skills and Drills slot and have a scrimmage game after. They would need someone to organize, to make this happen.
- The cougars would like another ice time for scrimmage. Also wants to host Woman's hockey tournament one weekend.
- If Kaslo has home games for minor hockey/Cougars on Saturdays. Burners Ice time to be moved after the CiderHeads. Or play at Noon before Public Skating.

### 5. **Treasurer's Report**

Receive financials

Carried

### 6. **Next Meeting** - Monday April15th , 2024

### 7. **Adjourn-** 7:20 pm

**From:** Castlegar Sculpturewalk <info@castlegarsculpturewalk.com>

**Sent:** Monday, March 18, 2024 9:29 AM

**To:** Karissa Stroshein <admin@kaslo.ca>

**Subject:** Spring Newsletter



We're on the home stretch! Our 2024 season kicks off on May 18th, and it's going to be a *great* one, with thirty artists, lots of new faces, and fantastic sculptures. If you haven't seen the 2023 sculptures, now's your chance. See you in Castlegar, the Sculpture Capital of Canada™!

*image: 2023 People's Choice winner RUFIOUS by Nathan & Sabian Smith*



Add a little art into your life for an affordable price! Sculpture leases start at an affordable \$150/month, and purchase plans are available for sculpture sales. Art is a fantastic way to draw attention to your business, enhance your home or garden, or memorialize a loved one in a city park. Check out our [catalog](#) and see what piece appeals to you! Don't delay, as last year's sculptures will be coming down in early May.

*image: The Raven's Message by Denis Kleine*





We're seeking new supporters to join our team and amplify our impact! Your sponsorship helps pay for costs including artist honoraria, travel, shipping and accommodation, enabling us to continue to support our talented local sculptors and attract talent from across the country and beyond. Your individual/business/organization's name will go on the sculpture plaque, in our brochure, and on our website and social media sites. See our sponsorship [flyer](#) for levels of support and details!



✿ Exciting News! CanadaHelps has announced their March "Make it Monthly" initiative: your monthly gift, big or small, will be boosted by \$20 thanks to @CanadaHelps. 💖 Click [here](#) to donate to our registered charity, the Castlegar SculptureWalk Society. All funds go directly to supporting our annual program. Thank you for your support!

[make a donation](#)

[website](#)

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[pinterest](#)

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*Copyright © 2024 Castlegar Sculpturewalk, All rights reserved.*  
You are receiving this email as a supporter of Castlegar Sculpturewalk.

**Our mailing address is:**  
Castlegar Sculpturewalk  
PO Box 3586  
Castlegar, BC V1N 3W3  
Canada

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Want to change how you receive these emails?  
You can [update your preferences](#) or [unsubscribe from this list](#).





## Karissa Stroshein

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**Subject:** Forward to AKBLG email list please

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**From:** AKBLG Admin Coordinator <admin@akblg.ca>

**Sent:** Monday, March 18, 2024 9:50 PM

**To:** admin@akblg.ca

**Cc:** Cindy Pearce <cindypearce@telus.net>

**Subject:** FW: Forward to AKBLG email list please

The message below is being sent on behalf of the Columbia River Treaty Local Governments Committee:

Hello Columbia Region elected officials and CAOs,

The March 2024 update from the Columbia River Treaty Local Governments Committee is attached. Two items are highlighted below.

Thank you for your continuing interest in the Columbia River Treaty and the Committee.

All the best,

*Cindy Pearce*

*Executive Director*

*Columbia River Treaty Local Governments Committee*

250 837-8505

[cindypearce@telus.net](mailto:cindypearce@telus.net)

## HIGHLIGHTS

### 1. BC CRT Team releases Question and Answers Report from Low Water Levels in Arrow Reservoir Info Session

In October, Aidan McLaren-Caux, one of the RDCK appointees to the Committee and a Nakusp Councilor participated in a virtual Info Session on Low Water Levels in Arrow Reservoir that was hosted by the BC CRT Team. The BC CRT Team has just released the Questions and Answers Report from this session. You can view the report, the webinar recording and other materials at the [BC CRT Engage website](#).

### 2. World Water Day Film and Conversation (including the Columbia River) – March 21 7-9pm

In recent years the Committee has supported Creatively United for the Planet in the production of an unforgettable video – *Changing Courses: A River's Journey to Reconnection* - about the Columbia River, its history and the potential for a different future.

***You are invited to attend the livestream premiere of the video, followed by a panel conversation hosted by POLIS at the University of Victoria – a World Water Day Conversation:***

***When – Thursday, March 21, 2024 from 7-9pm PT***

***Link to register:*** Please [register here](#) if you would like to attend **remotely**. If you register you will receive info when the recording is posted.

## ***Changing Course: A River's Journey of Reconnection* (60min)**



The 2000-kilometre Columbia River flows through the heart of the Pacific Northwest, beginning its journey in British Columbia's Rocky Mountains and emptying into the Pacific Ocean in Oregon. This transboundary river is critically important for its cultural, social, economic, and ecological values. Telling the story of this majestic river, *Changing Course* offers a deep sense of the importance of freshwater management—and the complexities added when a river flows across human-defined borders.

The film explores the degradation of what was once one of the most productive salmon rivers in the world. It looks at the dams and storages that eliminated wild salmon from the main stem of the river in Canada, and how this loss cut the heart out of Indigenous culture throughout the basin. The film also touches on the Columbia River Treaty, which came into force between Canada and the United States in 1964. At the time, it had a very narrow focus on flood control and hydropower. Sixty years later, however, new thinking is needed to ensure a sustainable future for this important river.

In *Changing Course*, leading voices from Indigenous and non-Indigenous communities eloquently express the need for new approaches to water management and governance that are more connected to nature, account for climate change, and meaningfully include First Nations leadership.

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## ABOUT THE SPEAKERS



**Greg Utzig** is a registered professional agrologist and conservation ecologist with over 45 years of experience in the Canadian Columbia Basin. He initiated the ecosystem classification for Southeastern B.C., and has co-authored three reports on the ecological impacts of the dams in the region, as well as a report on alternative management of the Arrow Reservoir for restoration of riparian habitats. He is presently working with First Nations and the provincial and federal governments on providing recommendations to the Canadian Columbia River Treaty negotiating team around improving ecosystem function in the Columbia Basin. He is also a technical advisor to the Upper Columbia Basin Environmental Collaborative and a member of the Columbia Basin Regional Advisory Committee.

**Larry George** is a member of Cowichan Tribes and has served as the Director of Lulumexun (Lands & Self-Governance) for Cowichan Tribes for 20 years. Larry has been involved in extensive watershed and fisheries partnerships and initiatives, including sitting at the government-to-government table for the Xwulqw'selu Watershed Sustainability Plan process and as a member of various organizations that protect our resources (including the First Nations Fisheries Council, Qul-Ihanumutsun Aquatic Resources Society, and Fraser Salmon Management Council).

**Katrina Adams** is a registered professional biologist and the senior aquatic biologist at Peninsula Streams & Shorelines (PSS), a non-profit organization dedicated to watershed conservation in Greater Victoria. At PSS, Katrina's primary focus is stream restoration and working towards revitalizing urban ecosystems to improve habitat for salmon and other wildlife through community-driven restoration and stewardship. Another important aspect to Katrina's work is fostering partnerships with First Nations, all levels of government, and other local organizations to collectively contribute to the restoration and preservation of aquatic habitats and the enhancement of our urban watersheds.

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# COLUMBIA River Treaty



**To:** Columbia Basin government elected officials  
and local government CAOs

**Date:** March 18, 2024

**From:** Linda Worley, Chair  
Columbia River Treaty Local Governments Committee

## **Subject: Update on CRT Local Government Committee Activities**

The Committee continues to be busy on several initiatives. Since the last update in April 2023, the Committee has held nine virtual meetings, a face-to-face meeting in May and a virtual session in December with Columbia River Treaty (CRT) Indigenous Nations representatives, two virtual negotiations updates, one orientation webinar, a strategic planning webinar and two face-to-face strategic planning sessions.

### **You are invited!**

In recent years the Committee has supported Creatively United for the Planet in the production of an unforgettable video – *Changing Courses: A River’s Journey to Reconnection* - about the Columbia River, its history and the potential for a different future.

***You are invited to attend the livestream premiere of the video, followed by a panel conversation hosted by POLIS at the University of Victoria – a World Water Day Conversation:***

***When – Thursday, March 21, 2024 from 7-9pm PT***

***Link to register:*** Please [register here](#) if you would like to attend remotely. If you register you will receive info when the recording is posted.

More information is included after this memo.

### **Highlights for May 2023 to February 2024**

- ***Strategic planning*** – Early in May 2023 the Committee met in-person in Creston with CRT Indigenous Nations representatives to discuss ecosystem function measures for CRT scenario evaluation, updated climate change projections, and active adaptive management. The Committee met the following day to discuss current challenges and decide on priorities and actions for 2023-24.

Early in January the Committee participated in a webinar with two CRT and international water management emeritus professors – Nigel Bankes from the University of Calgary Faculty of Law and Barbara Cousens from the University of Idaho College of Law. The Committee learned more about Canada-US transboundary water management legal frameworks and the application of these frameworks during drought conditions particularly.

In February 2024 the Committee held a strategic planning session in Nelson. The Wildsight [Columbia River Field School](#) team hosted a mock CRT negotiations that had the Committee members and youth alumni from the Field School taking on the perspectives of those with interests in the river and the ongoing negotiations such as Indigenous Nations and US Tribes, non-government environmental organizations, US power producers and the Committee. Through a mock negotiation the Committee learned more about the many interests in the negotiations and the challenges of finding an agreement

that is equitable for all in BC and the US. The Committee also heard the views of youth regarding the CRT, including appreciation for the work of the Committee, the challenge of engaging residents because the topic is so complex, the need to focus on ecosystem restoration to ‘give back’ and the importance of remembering that though there is a border, it is ‘one river’ that flows through BC into the US.

On the second day the Committee learned about and practiced skills for ‘[Courageous Dialogues](#)’ in polarized, sometimes volatile CRT-related discussions. The Committee decided to continue to build their skills, including updating their Code of Conduct then having further training for very volatile CRT related discussions. Priorities and actions for 2024-25 were also decided.

- **Integrating socio-economic interests in CRT scenarios** – The Committee’s Socio-Economic Integration Team continues to work to ensure social and economic interests for the Kootenay and Columbia rivers are being included in river management scenario modelling for CRT modernization. Socio-economic interests that are impacted by reservoir levels and river flows, such as flood risk management, navigation, recreation, tourism, dust generation and others are very important to communities. Performance measures describing the required and preferred reservoir elevations and flow levels for these interests are being defined. These measures will be used to evaluate alternative hydro operations scenarios to inform the ongoing CRT negotiations and implementation of the modernized treaty. Other groups are working on performance measures for ecosystem function (learn more [here](#)), which are also very important to Basin residents, Indigenous cultural values and power generation.

Since April the Team has been revising performance measures to incorporate feedback from local governments, the public and CBRAC (see below), as well as developing new performance measures based on the impacts of low water levels in Arrow Reservoir. Updates were provided to CBRAC in October and the Committee in November.

As well, the team continues to participate in confidential scenario evaluations using the new river management model that are informing the negotiations.

The CRT Negotiating Advisory Team (NAT), which includes the five governments involved in negotiating a modernized Treaty, has created a Canadian Adaptive Management Subgroup which includes membership from the Committee. This group will guide the design and implementation of active adaptive management for implementing aspects of a modernized CRT. The Committee is very grateful to have been included in this Subgroup, as this signals the recognition of the value of local government contributions in CRT related matters.

The Committee is grateful for the funding from the Province for this initiative. For more detailed information see the [Committee’s website](#).

- **Columbia Conversations** - On the first weekend in September Wildsight piloted a three day field trip at the Burton Historical Park Campground for local government representatives. Nine participants from Elko to Revelstoke canoed, chatted, did a mock Treaty negotiation and shared campfire songs along with four youth from the Columbia River Field School and four organizers. It was a success, resulting in encouragement to host future sessions in different parts of the Basin over time. Unfortunately funding is not available for this valuable learning opportunity this year. The Committee will explore ways to support this event.

## Ongoing

- **Negotiations** – Canada and the U.S. met for the 19<sup>th</sup> round of negotiations to modernize the Columbia River Treaty on October 12<sup>th</sup> and 13<sup>th</sup> in Portland, followed by ongoing virtual ‘inter-sessionals’ to resolve



outstanding issues. More details are provided in the attached CRT Update from the BC CRT Team for the Local Governments Committee.

The Committee is briefed by Negotiating Team members after each round of negotiations and receives interim updates from the BC Lead Negotiator and Indigenous Nations representatives when we meet, within the bounds of the confidentiality of the negotiations. Stay up-to-date on the negotiations [here](#).

- **Modernized domestic CRT governance** – The CRT Negotiations Advisory Team are developing a framework for modernized Canadian domestic governance under the Treaty. This initiative recognizes both the role of Indigenous Nations in the context of UNDRIP and how Basin communities could have a voice in future decisions regarding Treaty operations planning.

The Committee has been preparing to engage in this critically important initiative. The Committee will be reaching out to local governments across the Basin once more information is available. The BC CRT Team has committed to providing Basin communities and residents an opportunity for input on potential governance models before decisions are reached.

- **BC Hydro community communications and engagement** – The Committee continues to press BC Hydro for improved communications and engagement with basin communities, especially in light of the communications regarding the low water levels in Arrow Reservoir last summer. At the UBCM convention in September the Committee met with Ministers Osborne and Conway and BC Hydro staff to identify deficiencies and outline needed improvements. The Committee is continuing to communicate with BC Hydro staff and the Ministers to find solutions.

Sign up for weekly updates on Arrow, Duncan and Kinbasket reservoirs, and Kootenay Lake by contacting Mary Anne Coules at [maryanne.coules@bchydro.com](mailto:maryanne.coules@bchydro.com).

- **Community interests** – In October, Aidan McLaren-Caux, one of the RDCK appointees to the Committee and a Nakusp Councilor participated in a virtual Info Session on Low Water Levels in Arrow Reservoir that was hosted by the BC CRT Team. You can review the recording and materials and the newly released Questions and Answers Report from this session at the [BC CRT Engage website](#).

Committee members continue to follow-up with the Province on actions requested by community members at the past community meetings, and new issues that are identified by community members. Several initiatives that are underway to address specific community interests are described in the attached February 2024 Local Governments Committee Update from the BC CRT Team.

- **Columbia Basin Regional Advisory Committee (CBRAC)** – CBRAC includes public members who represent the geography and interests across the basin (selected based on their expressions of interest) and appointed members from local governments, Indigenous Nations and basin hydro operators. A webinar was held on Libby dam operations in May. CBRAC received negotiations updates from CRT Negotiating Team members in May, August and October. On October 4<sup>th</sup> and 5<sup>th</sup> CBRAC met in-person in Rossland. The meeting started with a visit to the Trail Museum and a walk along the waterfront to view the stunning CRT mural on the arena. Over the two days CBRAC received information on low water levels in Arrow Reservoir, the benefits of variable (VARQ) flows at Libby dam and updated climate change projections. Members provided input on potential community engagement approaches for the review of a draft Treaty agreement-in-principle, if an agreement is reached in the negotiations and CBRAC priorities for meeting topics. A webinar on Indigenous law is planned in the first week of April.

The CBRAC terms of reference, membership and meeting summaries as well as presentations and reports discussed at these meetings are available on the [CBRAC webpage](#). Upcoming invitations for expressions of interest for public members from Revelstoke and Nakusp will be posted on the webpage.

## Upcoming

- **Booth at the AKBLG convention** – I invite you to visit the Committee’s booth during the AKBLG convention on April 19-21 in Radium Hotsprings. We will have illustrations of CRT-related water level fluctuations and impacts and hand outs including maps showing the hydro system and reservoirs. Committee members will be available to answer questions.
- **Columbia River Field School applications** – If you know a youth aged 15-18 in the Basin who is keen to spend 15 days paddling the Columbia River, sleeping under starry skies, having fun, making friends, engaging in the stories of this river, and learning about themselves along the way, encourage them to [sign up for the Columbia River Field School 2024](#). Youth can also **earn four credits** upon successful completion of the program. **Applications due Sunday April 28<sup>th</sup>**.

I encourage you to stay informed about the CRT negotiations by visiting the [CRT engagement website](#) and reviewing the most recent [CRT e-letter](#) – which you can sign-up to receive. This site will be the source of accurate, updated information as negotiations progress. You can learn more about the Committee at our [website](#).

I look forward to seeing many of you at the AKBLG conference.

## Committee Members

RDKB - Linda Worley, LGC Chair, Rural Director and RDKB Board Chair; and Warfield Mayor Frank Marino

RDEK - Stan Doehle, LGC Vice Chair and Rural Director; and Jane Walter, Regional Director

RDCK – Aimee Watson, Rural Director and RDCK Board Chair; and Aidan MacLaren-Caux, Nakusp Councilor

CSRD – David Brooks-Hill, Rural Director and Golden Mayor Ron Oszust

Village of Valemount – Donnie MacLean, Councilor

AKBLG – Keith Page, President and Nelson Councilor



## ABOUT THE WORLD WATER DAY FILM and CONVERSATION

*Changing Course: A River's Journey of Reconnection (60min)*



The 2000-kilometre Columbia River flows through the heart of the Pacific Northwest, beginning its journey in British Columbia's Rocky Mountains and emptying into the Pacific Ocean in Oregon. This transboundary river is critically important for its cultural, social, economic, and ecological values. Telling the story of this majestic river, *Changing Course* offers a deep sense of the importance of freshwater management—and the complexities added when a river flows across human-defined borders.

The film explores the degradation of what was once one of the most productive salmon rivers in the world. It looks at the dams and storages that eliminated wild salmon from the main stem of the river in Canada, and how this loss cut the heart out of Indigenous

culture throughout the basin. The film also touches on the Columbia River Treaty, which came into force between Canada and the United States in 1964. At the time, it had a very narrow focus on flood control and hydropower. Sixty years later, however, new thinking is needed to ensure a sustainable future for this important river.

In *Changing Course*, leading voices from Indigenous and non-Indigenous communities eloquently express the need for new approaches to water management and governance that are more connected to nature, account for climate change, and meaningfully include First Nations leadership.

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## ABOUT THE SPEAKERS



**Greg Utzig** is a registered professional agrologist and conservation ecologist with over 45 years of experience in the Canadian Columbia Basin. He initiated the ecosystem classification for Southeastern B.C., and has co-authored three reports on the ecological impacts of the dams in the region, as well as a report on alternative management of the Arrow Reservoir for restoration of riparian habitats. He is presently

working with First Nations and the provincial and federal governments on providing recommendations to the Canadian Columbia River Treaty negotiating team around improving ecosystem function in the Columbia Basin. He is also a technical advisor to the Upper Columbia Basin Environmental Collaborative and a member of the Columbia Basin Regional Advisory Committee.

**Larry George** is a member of Cowichan Tribes and has served as the Director of Lulumexun (Lands & Self-Governance) for Cowichan Tribes for 20 years. Larry has been involved in extensive watershed and fisheries partnerships and initiatives, including sitting at the government-to-government table for the Xwulqw'selu Watershed Sustainability Plan process and as a member of various organizations that protect our resources (including the First Nations Fisheries Council, Qul-Ihanumutsun Aquatic Resources Society, and Fraser Salmon Management Council).

**Katrina Adams** is a registered professional biologist and the senior aquatic biologist at Peninsula Streams & Shorelines (PSS), a non-profit organization dedicated to watershed conservation in Greater Victoria. At PSS, Katrina's primary focus is stream restoration and working towards revitalizing urban ecosystems to improve habitat for salmon and other wildlife through community-driven restoration and stewardship. Another important aspect to Katrina's work is fostering partnerships with First Nations, all levels of government, and other local organizations to collectively contribute to the restoration and preservation of aquatic habitats and the enhancement of our urban watersheds.



Columbia River Treaty Update for the Local Governments Committee  
February 2024

***Issued February 16, 2024***

This document contains non-confidential information that can be shared publicly.

### **Highlights**

- Advancements in Columbia River Treaty negotiations over the past year
- Low levels in Arrow Lakes Reservoir public virtual information session
- Columbia River Treaty Heritage Project community outreach progresses

### **Canada-U.S. Treaty Negotiations**

- Negotiations to modernize the Treaty intensified in 2023.
- Canada and U.S. delegations held five formal rounds of discussions throughout the year, in January (Vancouver), March (Washington D.C.), May (Kelowna), August (Seattle) and October (Portland). Numerous virtual intersessional meetings were held between each round to make further progress on technical issues.
- Negotiators exchanged two more rounds of proposals last year, bringing the total to four. The proposals are developed by each country with the goal of finding agreement on an updated Treaty framework that includes not only flood-risk management and hydropower co-ordination, but also co-operation on ecosystems, salmon restoration, increased flexibility for Canadian operations, enhanced bilateral engagement on Libby Dam operations and adaptive management.
- The delegations are in alignment on many issues, but a few remain outstanding.
- On December 13, 2023, U.S. Senator Maria Cantwell and Idaho Senator James Risch wrote a [letter](#) to President Joe Biden and Prime Minister Justin Trudeau, urging them to finalize an agreement between Canada and the U.S. to modernize the Treaty.
- While Canada, B.C. and the Ktunaxa, Secwépemc and Syilx Okanagan Nations are committed to reaching Agreement-in-Principle as soon as possible, a modernized Treaty will have to meet B.C., Indigenous, and Basin community objectives, as well as U.S. needs, in a fair and balanced way.
- The Canadian delegation will not agree to a modernized Treaty unless it leads to improvements in the B.C. Basin and reduces impacts that Basin communities and ecosystems have been experiencing since the Treaty came into force.



- Though the next round of negotiations has not been scheduled, negotiators have continued holding virtual intersessional meetings to resolve outstanding issues.
- Work is also continuing on the Canadian side to determine how different river management scenarios would enhance ecosystem, Indigenous cultural values, and socio-economic objectives in the B.C. Basin.
- The CRT Local Governments Committee continues to receive updates after each round of negotiations by Zoom from Canada, B.C. and Indigenous Nation leads on the Canadian negotiation delegation. The B.C. CRT Team will provide an interim update to the LGC at their strategy session on February 22, 2024.

## **Public Engagement**

### **Arrow Lakes Reservoir Virtual Information Session**

- On October 18, 2023, the Province of B.C. CRT Team hosted a virtual public information session to provide details and answer questions about the extremely low water levels in the Arrow Lakes Reservoir this past summer and fall.
- Representatives of the Government of B.C., the Canadian Columbia River Treaty negotiation team, BC Hydro, and the Columbia River Treaty Local Governments Committee shared information about low water levels during summer and fall of 2023, which adversely affected fish populations, recreation, and tourism, caused dust storms and exposed debris. This session also provided information about what is being done to address the situation, and efforts underway to reduce these types of impacts in the future.
- 217 participants attended from communities around Arrow Lakes Reservoir and beyond, asking questions about a range of topics including cleanup of shoreline debris, the rate and volume of reservoir outflows, and plans to mitigate impacts in the short and long term.
- The Province and BC Hydro are working on a report to answer questions that were posed during the session. The report will be published by early March and circulated to all information session registrants, the LGC and CBRAC.
- The information session recording, agenda with panelists listed, and PowerPoint slides are available on the [B.C. CRT website](#). The report will be available on this same page once published.

### **Columbia Basin Regional Advisory Committee (CBRAC)**

- CBRAC met in Rossland on October 4 -5, 2023 for the first in-person meeting since May 2022.
- It was an important opportunity for committee members to re-connect on various aspects of the Columbia River Treaty modernization process. Members also heard from BC Hydro and Province of B.C. representatives about last summer and fall's lows levels on Arrow Lakes Reservoir.



- During the meeting, CBRAC provided feedback on an outline of the Province’s draft engagement plan for a potential draft Treaty Agreement-in-Principle, which incorporated feedback received from the LGC earlier in the year. CBRAC’s input included the need to frame the issues for a public audience in a clear and concise way, to tell the story of modernizing the Treaty and highlight how different it has been compared to when the Treaty was first created, to emphasize Indigenous Nations’ role in the process, and to address expectations of what modernizing the Treaty will mean for communities. CBRAC also encouraged clear, engaging communication and educational materials available in various formats, including print, web, video and social media.
- Agenda and materials are available on the [CBRAC webpage](#).

### **Ongoing Communication**

- The B.C. CRT Team welcomes suggestions for how to connect more effectively with Basin residents, especially youth, on the CRT. Please email [Brooke.McMurchy@gov.bc.ca](mailto:Brooke.McMurchy@gov.bc.ca) if you are aware of any opportunities in your communities.

### **Community Interest Projects**

The B.C. CRT Team continues its work on addressing community interests that have been raised throughout the Province’s public engagement on the Treaty. Progress updates on some of the projects are listed below.

The B.C. CRT Team member that was leading these initiatives, Ingrid Strauss, retired in January 2024. The B.C. CRT Team will reallocate these projects. Until then, all questions can be sent to Kathy Eichenberger at [Kathy.Eichenberger@gov.bc.ca](mailto:Kathy.Eichenberger@gov.bc.ca).

### **Columbia River Treaty Heritage Project (Columbia River Treaty Uncovery Tour)**

- The contract for the project contractor team, Denise Cook Design, ended in September 2023.
- After a competitive RFP process, a new Project Manager, Cadence Strategies (Suzanne Denbak), has been selected to work with the lead applicants to move their projects forward and to seek out new community applicants for additional locations.
- The process to explore commemorative projects at Revelstoke Reach, Valemount and Waldo Cove Regional Park was initiated by Denise Cook Design. Cadence Strategies will continue this work and has connected with community members in Nakusp to explore a potential project in that community.
- The Columbia River Treaty Heritage Project Steering Committee continues to meet monthly.



## **Ecosystem Enhancement – Arrow and Kinbasket Reservoirs Spatial Mapping Products**

- In September 2022 Selkirk College Project Council group met to start planning the launch for the CRT Portal of their [Rural Open Data](#) initiative. Arrow and Kinbasket Reservoirs Spatial Mapping Products, developed with funding and in-kind contributions from BC Hydro and the B.C. CRT Team, will be included.
- The project experienced a series of delays in 2023 but plans are moving forward again with a launch planned for April or May 2024.

## **Valemount Air Quality**

- B.C. CRT Team has followed up with an air quality specialist at the B.C. Ministry of Environment and Climate Change Strategy who was contacted by a Village of Valemount Councillor regarding the air quality monitors in the Village of Valemount and measurement of dust potentially originating from Kinbasket Reservoir. The air quality specialist provided the Councillor with clarifying information regarding the data collected by the monitors.

## ***Projects Being Monitored***

### **Columbia Basin Agriculture Support**

- B.C. CRT Team continues to monitor the Kootenay agriculture sector to identify gaps in agriculture support in the Columbia Basin. Response from the sector over the years on suggestions for support and enhancement has been disappointing.

### **Connectivity/Broadband**

- The Broadband Connectivity Industry Working Group and its sub-groups, which were formed to improve collaboration between infrastructure owners, government, and telecommunications service providers, continue working towards identifying and implementing actions that will improve the end-to-end attachment process for infrastructure like utility poles, and lead to more efficient and timely deployment of broadband internet service in B.C. Columbia Basin Trust is a member of the Working Group.

### **Creston Valley Dikes Management**

- Creston Valley Flood Management Partnership (CVFMP), through the Regional District of Central Kootenay (RDCK), received a grant from the UBCM Disaster Risk Reduction – Climate Adaptation Fund. The grant was approved in early March 2023.





- The Ministry of Energy, Mines and Low-Carbon Innovation is supporting the delivery of projects under this grant by providing one-time funding to RDCK for a CVFMP coordinator. Previous funding for the CVFMP coordinator was provided by a one-time grant from Columbia Basin Trust through the Town of Creston.
- The B.C. CRT Team continues to monitor the work undertaken by CVFMP and is available to support the CVFMP's coordinator as required.

### **Duncan Dam Fish Passage**

- Due to prolonged high-water levels in spring 2022, construction of the permanent weir by IDL Projects Ltd. has been deferred to spring 2023.
- The project is expected to be completed in 2024.

### **Kinbasket Recreational Opportunities**

- In July and August 2022, the Ministry of Transportation and Infrastructure and the B.C. CRT Team provided information to Mayor of Valemount, Owen Torgerson, regarding a potential project to install webcams at the Valemount marina. On August 8, 2022, the B.C. CRT Team requested a proposal from Valemount. No proposal has been received to date.
- In October 2021, the Town of Golden committed to organizing a call with the B.C. CRT Team and key stakeholders. In May 2022, the B.C. CRT Team reaffirmed their willingness to work with the towns of Golden, Revelstoke and Valemount on exploring Kinbasket recreational opportunities. The call has not yet occurred.

### **Koocanusa Debris Management**

- Unexpectedly high reservoir levels in the summer of 2021, linked to greater glacial melt entering tributaries due to the summer's heat dome, resulted in even more debris entering Koocanusa. No changes are expected in BC Hydro's debris management program.
- Better coordination of Libby Dam operations, which is being discussed with the U.S. during Columbia River Treaty negotiations, could improve debris management.

### **Lardeau Valley**

- No new updates since November 2021.
- Columbia Basin Trust's Community Readiness Program was suggested as a source of funding to support the purchase of emergency readiness equipment for community-wide benefit for the Lardeau Valley.





***Projects on Pause***

**Grants in Lieu of Taxes** – Standing by for questions from the Local Governments' Committee.

**From:** SEFC Information Team <bcws.sefcinformationofficer@bcwildfire.gov.bc.ca>

**Sent:** Monday, March 18, 2024 8:15 AM

**To:** Karissa Stroshein <admin@kaslo.ca>

**Subject:** Information Bulletin: Prescribed burn planned for Highway 21 area



**for immediate release**

03/18/2024

Ministry of Forests  
BC Wildfire Service

## Prescribed burn planned for Highway 21 area

CASTLEGAR – To help reduce wildfire threats, the BC Wildfire Service will be supporting yaqan nu?iky – Lower Kootenay Band, in conducting a prescribed burn. This burn will cover up to 9 hectares on Creston IR1 along Highway 21, about two kilometres south of Creston.

The exact timing of this burn will depend on weather and site conditions, but it could begin as early as Monday, March 18th, 2024.

Smoke may impact residents near the burn area and may be visible from Creston and surrounding communities, as well as people travelling along Highway 3 and Highway 21.

Burning will proceed if conditions are suitable to achieve objectives and allow for smoke dispersal, though smoke may linger in the following days, particularly the morning after burn operations. Despite all precautions to manage it, unintended smoke impacts are possible after any burn.

Key goals of this prescribed burn include:

- Reduce accumulations of dead wood and other combustible material
- Delay the growth of competing vegetation, and
- Reduce the risk of catastrophic wildfires in the area

This burn will also provide a training opportunity between the BC Wildfire Service, yaqan nu?iky - Lower Kootenay Band, and the Creston Fire Rescue.

Fire is a normal and natural process in many of B.C.'s ecosystems. The BC Wildfire Service works regularly with land managers to undertake fuel management activities (including the use of prescribed burns), to help achieve land management objectives, reduce the severity of future wildfires and increase ecosystem and wildfire resilience. Learn more about prescribed burning online: [prescribedfire.ca](https://prescribedfire.ca)

To report a wildfire, unattended campfire or open burning violation, call 1 800 663-5555 toll-free or \*5555 on a cellphone. For the latest information on current wildfire activity, burning restrictions, road closures and air-quality advisories, visit: [bcwildfire.ca](https://bcwildfire.ca)

You can follow the latest wildfire news on:

- X at: [twitter.com/BCGovFireInfo](https://twitter.com/BCGovFireInfo)
- Facebook at: [facebook.com/BCForestFireInfo](https://facebook.com/BCForestFireInfo)

**Contact:**

Victoria Dekker (Morgan)  
Community Sustainability Planner  
[Victoria.Dekker@lowerkootenay.com](mailto:Victoria.Dekker@lowerkootenay.com)  
250 428-4428 ext. 3928

Fire Information Officer  
BC Wildfire Service - Southeast Fire Centre  
[BCWS.SEFCInformationOfficer@gov.bc.ca](mailto:BCWS.SEFCInformationOfficer@gov.bc.ca)  
250 318-7715

Connect with the Province of B.C. at [www.gov.bc.ca/connect](https://www.gov.bc.ca/connect)

[bcwildfire.ca](https://bcwildfire.ca) | 1 888 3 FOREST |  BC Wildfire Service |  BCGOVFIREINFO

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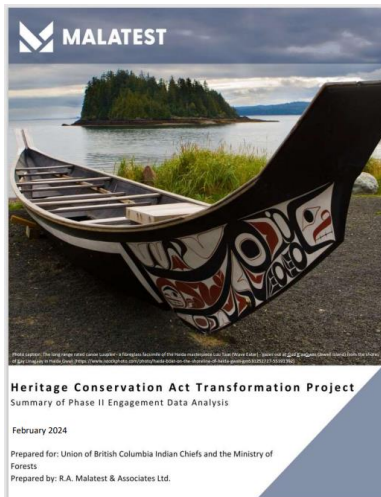
**From:** Heritage BC <info@heritagebc.ca>  
**Sent:** Wednesday, March 13, 2024 11:15 AM  
**To:** Karissa Stroshein <admin@kaslo.ca>  
**Subject:** The Heritage BC Update

[View this email in your browser](#)

# The Heritage BC UPDATE



## Updates to the Heritage Conservation Act Transformation Project



Heritage BC actively participated in the 2022/2023 engagement process for the Heritage Conservation Act Transformation Project (HCATP). In February, a new report titled "[Summary of Phase II Engagement Data Analysis](#)" was released, offering a comprehensive overview. We believe this report positively highlights key areas of focus for change. In our [2022 feedback](#) submission, we emphasized the need to enhance the legislation by bridging the gap between archaeological and non-archaeological resources, as well as between intangible and tangible heritage resources. Both of these resources hold significance for both Indigenous and non-Indigenous communities. We remain hopeful that these suggestions will be incorporated into the revised HCA. The current process indicates that rather than immediate legislative amendments, the HCATP aims to address these issues in future legislative sessions. For updates on the HCATP process, please visit the [Archaeology Branch Website](#).



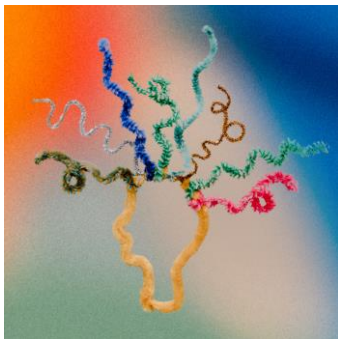
Join us in Nelson, BC from May 1st to 3rd, 2024 to explore the benefits of prioritizing people in heritage work. Discover the power of collaboration, inclusive conservation, and community-centered approaches for a sustainable heritage legacy. Connect with advocates and learn how to make heritage truly inclusive and community-driven.

[Register Today!](#)

Register Today!

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## Plenary Panel Discussion: *Prioritizing Ourselves – Approaches to mental health when working in heritage*



Across the province, heritage practitioners and advocates are experiencing a wide range of reactions to our efforts to be more truthful and inclusive in heritage interpretation and decision-making. In this panel, our speakers reflect on their experiences working in heritage as these ongoing changes take place in the sector. They will answer the questions: How are shifting perspectives on reconciliation, inclusion, and telling the whole truth of our histories resulting in mental health pressures for those who are working in the sector? And how can we navigate this and protect ourselves while staying true to the values of this work?

### Presenters

*Lesley Garlow*, Decolonization and Social Justice Lead, Nelson Museum, Archives & Gallery

*Margaret Teneese*, Archivist, Ktunaxa Nation Council

*Shelly Boyd*, Former Arrow Lakes Facilitator, Confederated Tribes of the Colville Reservation and Language and Culture Teacher at Inchelium School

*Genevieve Weber*, Manager, Heritage Programs and Services, Heritage Branch

[View Sessions & Schedule](#)

View Sessions & Schedule

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## Sponsor Spotlight: British Columbia Association of Heritage Professionals (BCAHP)



BCAHP is the Western-most chapter of the Canadian Association of Heritage Professionals (CAHP). We are a diverse group of professionals representing a wide range of specialized experts who work in the heritage and cultural conservation field, helping to develop and improve provincial and regional heritage matters. BCAHP members include archaeologists, architects, building conservation experts, cultural advisors, cultural landscape specialists, engineers, historians, planners, and more.

Learn more at their [website](#).

Additionally, we're thrilled to announce that BCAHP is generously sponsoring lunch on **May 2nd** during the annual heritage conference.

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## Thank you to all of our 2024 conference sponsors



City of Nelson

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### BC Coalition for Arts, Culture, and Heritage



Learn more about the BC Coalition of Arts, Culture, and Heritage

[www.coalitionbc.ca](http://www.coalitionbc.ca)

Heritage BC is a member of the [BC Coalition for Arts, Culture, and Heritage](#), which includes 30+ member service organizations representing thousands across every region of BC.

Visit the Coalition's new [website](#) to learn more about this advocacy effort. Our letter writing to key officials, including the Minister of Tourism, Arts, Culture, and Sport and the Premier, has led to two productive face-to-face meetings, most recently on March 1st. The Coalition amplifies a shared message about the needs and benefits of our sector through its diverse voices.

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### Check out these articles, blogs, & resources we find interesting!



Vancouver Sun - [Former Kits little yellow schoolhouse reborn as Squamish language centre](#)

BC Museums Association - [BCMA Submission to Let's Talk Budget 2024](#)

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Connect with us on social media





### **BECOME A MEMBER**

Heritage BC is a member-based non-profit organization that supports the heritage sector across British Columbia through education, training and skills development, capacity building in heritage planning and funding through the Heritage Legacy Fund.

A strong membership is vital to our work.

[Become a member today!](#)

### **Statement of Acknowledgement**

*As an organization of provincial scope, Heritage BC recognizes that its members, and the local history and heritage they seek to preserve, occupy the lands and territories of B.C.'s Indigenous peoples. Heritage BC asks its members and all people to reflect on the places where they reside and work, and to respect the diversity of cultures and experiences that form the richness of our provincial heritage. [Learn more about whose land you live on.](#)*

Heritage BC



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Thank you for receiving The Heritage Update.

Our mailing address is:

Heritage BC

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**From:** EMCR Community Newsletter <emcr.communications@news.emcr.gov.bc.ca>

**Sent:** Wednesday, March 13, 2024 2:44 PM

**To:** Karissa Stroshein <admin@kaslo.ca>

**Subject:** Indigenous engagement funding program and seasonal preparedness updates



Four Pillars: information from the Ministry of Emergency Management and Climate Readiness. Read on for important updates, funding information, resources, and ways to connect with staff.

## Seasonal hazard preparation sessions

Spring hazard preparation meetings are happening in April and May with a focus on freshet, drought, and wildfire. These sessions provide a chance for First Nations and local governments to hear directly from subject matter experts to help communities be as prepared as possible for the upcoming hazard season. Invitations to participate will be sent out soon. [Contact your regional office](#) for more information.







## Indigenous engagement funding program

First Nations and local authorities are asked to return signed contribution agreements as soon as possible for the [Indigenous Engagement Requirements Funding Program](#). The deadline to return signed funding agreements is March 31.

The funding is available to support communities meet the Indigenous engagement requirements under the [Emergency and Disaster Management Act](#). Communities can choose one or more activities and can pool funds.

Funding award letters were sent by email to First Nations' leadership and local authorities' leadership (CAOs and CFOs) in January. If you did not receive a letter, or have any questions about the program, contact [EMCR.IERFunding@gov.bc.ca](mailto:EMCR.IERFunding@gov.bc.ca).

## B.C. proclaims Search and Rescue Volunteer Memorial Day

On March 2, the [Province proclaimed Search and Rescue Volunteer Memorial Day](#). This day honours the many search and rescue volunteers who risk their lives to help bring others home safely.



## Improvements to Abbotsford pump station

To help protect people, communities, and farmland in the Fraser Valley's Sumas Prairie from future flood events, the Barrowtown Pump Station in Abbotsford will [receive significant flood-resilience upgrades](#). The pump station is a critical piece of infrastructure to the Sumas Prairie's flood-protection system and was nearly overwhelmed during the atmospheric rivers of November 2021.



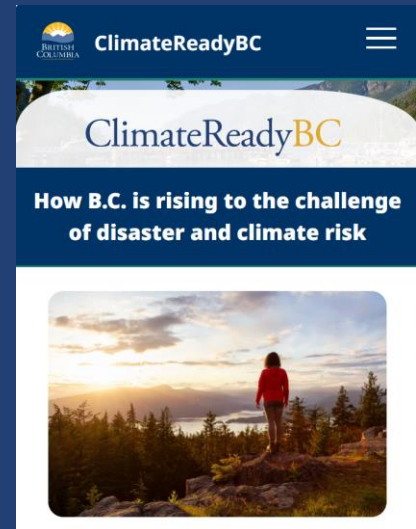
## More wildfire-fighting fleet and equipment

The Ministry of Forests and Ministry of Emergency Management and Climate Readiness continue to work directly with the [Premier's expert task force on emergencies](#) to incorporate feedback into practice as they prepare for the 2024 season.

The Province recently announced [upgrades and expansion of B.C.'s firefighting aviation and ground fleet](#), as well as equipment for ground crews.

## Understand disaster risk with ClimateReadyBC

[ClimateReadyBC](#) is an online tool to help communities understand and reduce disaster and climate risk by providing information including hazard data and maps, resources, and funding information. [Visit the website](#) today to learn more about tools and resources that can help your community gain insights and plan for the future.



## Connect with us

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Connect with staff at these upcoming events:

### **Gathering our Voices**

Hosted by the BC Association of Aboriginal Friendship Centres

Tuesday, March 19 – Friday, March 22

Victoria

[Register to attend](#)

## **Union of British Columbia Municipalities (UBCM)**

### **Regional District Chairs and CAO Forum**

Monday, March 25 - Tuesday, March 26

Victoria

[Register to attend](#)

## **Wildfire resiliency and training summit**

Hosted by BC FireSmart

Saturday, April 20 – Wednesday, April 24

Prince George

[Register to attend](#)

**Seasonal hazard preparation sessions** are happening April and May. [Contact your regional office](#) for more information.

## **Funding deadlines**

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**March 28**

[Disaster Risk Reduction - Climate Adaptation](#)

(Community Emergency Preparedness Fund)

**March 31**

[Indigenous Engagement Requirements Funding Program](#)

**April 26**

[Public Notification and Evacuation Route Planning](#)  
(Community Emergency Preparedness Fund)

If you have received this as a forward, [subscribe here](#).

We acknowledge with respect that Emergency Management and Climate Readiness operates throughout British Columbia on the traditional territories of Indigenous Peoples. We invite you to learn which territories you work/live on and how to respectfully [acknowledge the land](#).

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DATE: March 20, 2024 FILE NUMBER:

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Kaslo Baseball & Softball Association User Agreement

DEPARTMENTS: Parks Administration, Recreation and Cultural Services

---

**PURPOSE:** To consider a request for a user agreement between the Village of Kaslo and the Kaslo Baseball & Softball Association.

**RECOMMENDATION:**

THAT the Corporate Officer is authorized to sign the agreement between the Village of Kaslo and the Kaslo Baseball & Softball Association for the use of Murray Pearson Ball Park during the 2024-2026 summer seasons.

**ATTACHMENTS:**

- 2024.03.07 email from Kaslo Baseball & Softball Association
- Draft 2024-2026 User Agreement

**BACKGROUND:** The Kaslo Baseball & Softball Association (KBSA) delivers youth and adult programs at Murray Pearson Ball Park. In recent years, they have secured grant funding to upgrade the ball field and have contributed a significant number of volunteer hours towards improving these municipally-owned facilities. The KBSA wants to keep registration fees affordable for residents and is requesting an special agreement for use of the facilities to avoid incurring the rental charges established in the Fees & Charges bylaw, similar to the agreement that was in place in 2023.

In 2021, the KBSA paid \$200 for the use of the ball field, and in 2022 they paid \$250 for liability insurance coverage (receiving free use of the field as part of the Service Provider Agreement that expired December 31, 2022). In 2023, the Village provided \$1,500 in grants to the group to offset insurance costs and entered into an agreement with the KBSA, allowing them to use Murray Pearson Ball Park 5 days per week for a 13-week season, at a cost of \$650 (rather than the \$1,950 that would have been payable to the Village according to the Fees & Charges bylaw). Of this \$650 collected by the Village, \$455 was paid to the campground operator, to offset the cost of additional bathroom supplies and cleaning of the campground washrooms. A Council resolution is required to authorize signing a new user agreement.

**DISCUSSION:** This year, due to increased participation in the program, the KBSA is requesting use of the field 7 days per week (compared to 5 days/week in 2023) from April through October (31 weeks, compared to 13 weeks in 2023), with extended hours on weekdays.

A multi-year agreement is proposed, with the option for the Village to terminate at any time if Council determines that this would be in the public interest. A User Agreement fee of \$1,285 is recommended for 2024, with \$1,085 of that amount being forwarded to the Campground Operator. Annual cost increases of 2% per year are recommended for each subsequent year of the agreement.

This action is not directly related to any of the corporate priorities identified in the 2023-2026 Strategic Plan.

No public notification is required or planned.

**OPTIONS:**

Recommendation is indicated in **bold**. Implications are in *italics*.

- 1. Enter into a multi-year User Agreement with the KBSA, as proposed. *The KBSA will be advised of the terms set by Council and upon signing the agreement, paying the associated fee and presenting proof of insurance coverage, the ball field will be reserved for their use as per the proposed schedule. The agreement will remain in place for up to 3 years, unless Council requests earlier termination pursuant to the public interest. Mutually agreed changes can be made at any time.***
2. Enter into an agreement with a different length of term, usage schedule, season length or fee structure. *Generally as above. Choosing a one-year agreement would align with the expiry of the Campground Operator's contract providing an opportunity for the Village to coordinate the relevant terms in both arrangements.*
3. Do not enter into a user agreement with KBSA. *The group will be required to pay standard rental fees as per the Fees & Charges bylaw. This will likely result in financial hardship to the KBSA and reduced opportunities for residents to participate in the activity.*
4. Refer back to staff for further review and report.

**FINANCIAL CONSIDERATIONS:** The Fees & Charges bylaw sets a rental rate of \$30/day for the ball field. Without a User Agreement, the KBSA would be facing rental fees of approximately \$6,500 + GST per year. Because the KBSA will be using the field from 3:00 – 8:00 pm on weekdays and from 10 am – 8 pm on Saturdays and Sundays there will be limited opportunities for the Village to generate rental revenue from the ballfield, or for other groups to make use of the facility.

In 2023, the Village kept \$195 in revenue from the KBSA with the balance of the \$650 payment going to the Campground Operator, in accordance with the clause in that contract that states that the Village shall “compensate the Contractor for additional paper and cleaning products consumed in Vimy Park during special events other than May Days and Canada Day celebrations on a receipt of invoice basis, with copies of receipts from the suppliers appended.”



The fees passed along to the Campground Operator were calculated at \$35/week (\$25 for cleaning plus \$10 for supplies; \$35/week x 13 weeks = \$455). If the rate remains unchanged for 2024 this would result in \$1,085 in fees for the Campground Operator, because of the extended season. This calculation does not account for inflation or for the additional use anticipated as the number of (longer) days of use each week increases from 5 to 7.

**POLICY & LEGAL CONSIDERATIONS:** Since the Village does not have a recreation department and the capacity to oversee the delivery of recreation programming, a user agreement (rather than a service provider agreement) is recommended.

**RESPECTFULLY SUBMITTED**

---

Catherine Allaway, Corporate Officer

cc:

**CAO COMMENTS:**

Kaslo Baseball and Softball Association provide a valuable service to the community through the delivery of youth and adult programs. Without these types of volunteer efforts, opportunities that promote a healthy lifestyle within our community simply wouldn't exist. There is great value in partnering with the Association to delivery their recreational services, while enabling them to do so at an affordable cost.

Notwithstanding the value to the community, the undersigned is not aware of how the historical user fees were established, or the exact costs of maintaining and operating the park at this time. As such, staff are unable to provide a cost-benefit analysis as part of this Report, and so Council may like to consider directing staff to review the park's operating and capital costs, as well as the Village's Fees & Charges Bylaw, prior to negotiating a new Agreement in 2026. Although this timeline is a bit generous, it will give the new CAO an opportunity to familiarize themself with the affected budgets, as well as establish a justification for user fees, in time to re-engage with the Association in 2026. Ad hoc of this review, the proposed fees appear to be reasonable and generally accepted by the public, and so it's hoped that Council feels comfortable directing staff to proceed with an Agreement for the 2024-2026 baseball seasons as proposed.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

March 21, 2024

Date

## Karissa Stroshein

---

**Subject:** Service Agreement Request

**From:** Kaslo Baseball and Softball Association <kaslobsa@gmail.com>

**Sent:** Thursday, March 7, 2024 2:03 PM

**To:** Karissa Stroshein <admin@kaslo.ca>

**Subject:** Service Agreement Request

Hello,

We would like to propose a service agreement between the Village and KBSA, similar to the one we had in 2023 for the upcoming ball season this spring.

I have copied the conditions of use from our previous agreement and noted any adjustments we are asking for in red font.

Effective date: **April 1<sup>st</sup> 2024 – October 31<sup>st</sup> 2024**

### Conditions of Use

- > This agreement only covers Kaslo Baseball & Softball Association (KBSA) practices and games between local teams, **and youth league games**
- > The KBSA may use Murray Pearson Ball Park on Sunday (10:00 a.m. - 8:00 p.m.), Monday (3:00 p.m. - 8:00 p.m.), Tuesday (3:00 p.m. - 8:00 p.m.), Wednesday (3:00 p.m. - 8:00 p.m.), Thursday (3:00 p.m. – 8:00 p.m.), **Friday (3:00 p.m. – 8:00 p.m.), and Saturday (10:00 a.m. – 8:00 p.m.)** as required from April-October
- > Additional fees/requirements will apply for tournaments involving out of town teams.
- > The Village of Kaslo will mow the grass in Murray Pearson Ball Park. The KBSA is responsible for keeping Ball Park clean, tidy and in good repair and reporting any damage to facilities as soon as possible to the Village.
- > No alcohol will be consumed on public lands, including Murray Pearson Ball Park and Vimy Park. The KBSA is responsible for taking reasonable measures to ensure that fans comply with this regulation.
- > Use of the concession building shall be limited to the sale of donated goods with all proceeds going to the KBSA. A designated operator with valid Food Safe certification shall be present to oversee the preparation of food items that are not prepackaged.
- > No food or other animal attractants shall be stored in the concession building.
- > No signage shall be placed on Village-owned property without Council approval.

Please let us know how we should proceed with hopes of coming to a signed agreement with the Village prior to the requested effective date.

Thank you,

Kaslo Baseball and Softball Association Board



# AGREEMENT

**BETWEEN:** **Village of Kaslo**  
413 Fourth Street  
PO Box 576  
KASLO, B.C. V0G 1M0

**AND:** **Kaslo Baseball & Softball Association**  
PO Box 392  
KASLO, B.C. V0G 1M0

The Kaslo Baseball & Softball Association is granted permission by the Village of Kaslo to use Murray Pearson Ball Park, including the field, bleachers, dugouts and concession building described in Schedule B (Location), in accordance with the requirements of Schedule A (Conditions of Use).

The Kaslo Baseball & Softball Association shall, upon execution of this agreement, pay the Village of Kaslo a user fee of \$1285.

This agreement may be terminated immediately by the Village of Kaslo if the Kaslo Baseball & Softball Association is not in compliance with applicable laws, regulations or the requirements set out in Schedule A, or if Council determines that termination is in the public interest.

The term of this agreement shall be from April 1, 2024 through October 31, 2024.

**IN WITNESS** the parties have signed and sealed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**VILLAGE OF KASLO**  
by its authorized signatories

\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_

\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_

**KASLO BASEBALL & SOFTBALL  
ASSOCIATION**  
by its authorized signatories

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Name:

---

Title:

---

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Name:

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Title:

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DRAFT

**Schedule A**  
**Conditions of Use**

- This agreement only covers Kaslo Baseball & Softball Association (KBSA) practices and games between local teams, and youth league games.
- The KBSA may use Murray Pearson Ball Park on Saturdays and Sundays from 10:00 a.m. – 8:00 p.m., and weekdays from 3:00 p.m. – 8:00 p.m., as required from April – October 2024.
- Additional fees/requirements will apply for tournaments involving out of town teams.
- The Village of Kaslo will mow the grass in Murray Pearson Ball Park. The KBSA is responsible for keeping Ball Park clean, tidy and in good repair and reporting any damage to facilities as soon as possible to the Village.
- No alcohol will be consumed on public lands, including Murray Pearson Ball Park and Vimy Park. The KBSA is responsible for taking reasonable measures to ensure that fans comply with this regulation.
- Use of the concession building shall be limited to the sale of donated goods with all proceeds going to the KBSA. A designated operator with valid Food Safe certification shall be present to oversee the preparation of food items that are not prepackaged.
- No food or other animal attractants shall be stored in the concession building.
- No signage shall be placed on Village-owned property without Council approval.

**Schedule B  
Location**

**This agreement pertains to the approximate area shown outlined in orange on the map below, commonly known as Murray Pearson Ball Park, and includes the dugout and concession buildings.**





## REQUEST FOR COUNCIL DECISION

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: March 19, 2024

SUBJECT: Kaslo Jazz Etc Society – 2024 Event Requests

**PURPOSE:** To consider requests relating to the proposed 2024 Jazz Fest event and identify any conditions that must be met.

### RECOMMENDATIONS:

#### Kaslo Bay Road Closure

THAT Council approves the closure of portions of Kaslo Bay Road to non-festival traffic from 8:00am Wednesday, July 31, 2024 until 8:00 am Monday, August 5, 2024.

Discussion: The proposed road closure will improve public safety by restricting the number of vehicles that have access to the area during periods of heavy use. However, this does limit access to the public boat launch and boat club facilities. Jazz Fest staff will control access to the east end of Kaslo Bay Road to ensure that only permitted traffic can proceed.

Past concerns raised by boat club members regarding access for boat club members have been addressed and each club will be provided with 10 reserved parking spaces. The boat clubs will provide Jazz Fest with a list of members' vehicles that are permitted to use the parking spaces on a first-come, first-served basis.

Members of the public previously expressed concerns regarding access to the public boat launch during the event. The event organizers have secured an alternate boat launch for use during the event to address these concerns.

#### Park Rental (Extended Hours)

THAT the request from the Kaslo Jazz Etc. Society for extended use of Kaslo Bay Park until midnight on August 2-4, 2024 be granted.

Discussion: The proposed hours for the Friday-Sunday event are unchanged from 2023.

#### Noise Bylaw Exemption

THAT the Noise Bylaw Exemption request from the Kaslo Jazz Etc. Society for August 2-4, 2024 be granted to allow amplified music from 10pm until midnight on August 2-4, 2024.

Discussion: The new Noise Bylaw provides for "Quiet Time" from 10 pm through 8am the following day but allows these provisions to be varied by Council resolution. The organizers are requesting permission to play amplified music until midnight on August 2-4. The proposed hours for the event are unchanged from 2023.

#### Beer Garden

THAT a Beer Garden Licence be granted to the Kaslo Jazz Etc. Society for August 1-4, 2024, subject to compliance with all government regulations; and

THAT the use of stainless steel rather than paper or plastic beverage containers be permitted.

Discussion: The Kaslo Jazz Etc. Society wishes to hold a Beer Garden fundraiser as part of the 2024 Jazz Fest event, as well as a volunteer appreciation event where liquor will be served. A completed



application form has been received and reporting from 2023 is on file. No further public consultation is required.

#### Banner

THAT the Kaslo Jazz Etc. Society be granted permission to affix banners to the Welcome to Kaslo signs along the highway, provided that the existing signage is not obscured.

Discussion: Past events have seen Kaslo's name blocked by the banners which is undesirable and should be avoided. There were no problems in 2023.

#### ATTACHMENTS:

- 2024.03.06 letter from Kaslo Jazz Etc Society
- 2023-2025 Agreement between the Village and Kaslo Jazz Etc Society
- Application to vary the provisions of the Noise Bylaw (references old bylaw)
- Noise Control Bylaw 1290
- Letter of support from Dale Unruh regarding use of South Beach for camping

**BACKGROUND:** Kaslo Jazz Fest has been held at the end of July/beginning of August on a floating stage in Kaslo Bay since 1992 with a brief hiatus in 2020 and 2021 during the pandemic. In 2023, Council entered into an agreement with the organizers, granting general permission for the 2023-2025 events. As indicated in the agreement, Beer Garden requests, noise bylaw exemption requests and road closure requests must be submitted annually for Council's consideration. These requests are being made now, and an application for a Temporary Use Permit to allow camping at South Beach in conjunction with the event will follow.

#### OPTIONS:

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Allow the request(s)**
2. Deny the request(s)
3. Issue conditional approval(s)
4. Refer back to staff for further review and report.

CAO Approval: [Date approved by CAO]

SCHEDULE "A"  
To Bylaw 1052


VILLAGE OF KASLO  
BEER GARDEN LICENCE APPLICATION

NAME OF ORGANIZATION: KASLO JAZZ ETC SOCIETY

NAME OF APPLICANT: Paul Hinrichs

OFFICIAL POSITION: Exec. Director

HOME ADDRESS: 3548 Terrace St. Answorth BC

TELEPHONE: HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: 

APPROXIMATE NUMBER OF PEOPLE ATTENDING: 2000

COMMUNITY PROJECT OR CHARITABLE AGENCY TO RECEIVE NET PROCEEDS:  
KASLO JAZZ ETC FESTIVAL

NAME OF EVENT: KASLO JAZZ ETC FESTIVAL


TIME & DATE(S) OF EVENT: AUG 1-4, 2024 AUG 1 - volunteer dinner  
2pm - 4pm AUG 2-4 Festival

LOCATION OF EVENT: Kaslo Bay Park

CIVIC ADDRESS: 224 Kaslo Bay Park Road

NAMES OF CONTROLLERS: Paul Hinrichs

PROOF OF LIABILITY INSURANCE ATTACHED

SKETCH OF SITE (on reverse side of this form) 1  
  
APPLICANT'S SIGNATURE

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

**VILLAGE OF KASLO**  
**BEER GARDEN REGULATIONS**

The minimum standards for a Beer Garden are as follows:

1. Adequate fencing and type of fencing as determined by the issuing authority (RCMP) will be no lower than 5 feet in height. ✓
2. Entry and exit points must be controlled during hours of operation by a responsible adult representing the holder of the licence to ensure that beer and wine are not taken out or passed out of the garden over the fencing. ✓
3. Beer and wine are to be served in plastic or paper containers only. ★ Stainless Steel ✓
4. Suitable washroom and any other related facilities requested by the Village are to be provided. A letter from the appropriate authority must accompany your application for a Liquor Licence indicating you have satisfied this requirement. ✓
5. The sketch of the designated Beer Garden area must be included in the application form. ✓
6. Food must be available at all times. ✓
7. The sponsoring organization will supply sufficient personnel to provided adequate security to police the function. ✓
8. Prior to opening the Beer Garden to the public, a request must be made to the RCMP to have an officer on duty inspect the facility to ensure it meets all physical requirements. ✓
9. Dates issued and not used for whatever reason must be returned to the Village of Kaslo for redistribution. ✓

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE REGULATIONS.

ACKNOWLEDGED: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_

(RCMP, Kaslo Detachment)

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

**VILLAGE OF KASLO**  
**BEER GARDEN LICENCING APPLICATION REGULATIONS**

Beer Garden licencing is for use by leagues, groups, organizations or societies who wish to use municipal or private facilities, or areas not enclosed, for the purpose of selling beer and wine for public functions.

All applicants must abide by the rules and regulations as set forth by the Province of British Columbia and the Village of Kaslo.

1. Each applicant must:

- (a) Be a bona fide organization, complying with the Liquor Distribution Act;
- (b) Include the municipality as an additional named insurance on the organization's liability insurance policy for a sum not to be less than Two Million (\$2M) Dollars;
- (c) Complete all application forms in all respects and submit to the municipality on the approved application form thirty (30) clear days in advance of the event, and;
- (d) Submit financial reports to the municipality within 60 days of the event and clearly indicate where funds are used. Failure to comply may result in refusal of licencing in subsequent years.

✓

2. Minimum standards for the enclosed Beer Garden area are as follows:

- (a) Adequate fencing and type of fencing as determined by the RCMP will be no lower than five (5) feet in height.
- (b) Entry and exit points must be controlled during hours of operation by a responsible adult representing the holder of the licence to ensure that beer and wine are not taken out or passed out of the garden over the fencing.
- (c) Beer and wine are to be served in plastic or paper containers only. *★ Stainless Steel*
- (d) Suitable washroom and any other related facilities requested by the municipality are to be provided. A letter from the appropriate authority must accompany your application for a Liquor Licence indicating you have satisfied this requirement.
- (e) Food must be available at all times.
- (f) The sponsoring organization will supply sufficient personnel to provided adequate security as determined by the RCMP to police the function.
- (g) Prior to opening the Beer Garden to the Public, a request must be made to the RCMP to have an officer on duty inspect the facility to ensure that it meets all physical requirements.
- (h) Dates issued and not used for whatever reason must be returned to the municipality for redistribution.

✓

3. Upon approval, a Beer Garden Licence must be obtained from the Liquor Distribution Branch, and approved by the RCMP at least 14 clear days before the event.

✓

4. It is the sponsoring organization's responsibility to ensure that no minors are permitted entry to the Beer Garden, and to check the identification of persons of questionable age and deny them admission if identification is not satisfactory.

*★ open site license*

5. Proceeds of the function should be for charitable or public purposes. Any profit accrued shall not be used by the organization to improve its own well being.

✓

# CERTIFICATE OF INSURANCE

ISSUE DATE: December 12, 2023

**Certificate No. 23/50257PP**

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies listed below.

**INSURANCE BROKER**

Shephard Ashmore Insurance Services  
 203-1508 West 2<sup>nd</sup> Avenue  
 Vancouver, BC V6J 1H2  
 Tel (604) 684-9349 Fax (604) 684-9359  
 e-mail: amy@shephardashmore.com

**COMPANIES AFFORDING COVERAGE**

Company **A**: Everest Insurance Company of Canada

Company **B**:

Company **C**:

**Named Insured:** (As is now or may be hereafter by constituted)  
**KASLO JAZZ ETC. SOCIETY o/a KASLO JAZZ FESTIVAL**  
 (As is now or may hereafter be constituted)  
 PO BOX 1293  
 Kaslo, BC V0G 1M0

This is to certify that policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Any deductibles are the sole responsibility of the first Named Insured. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

Co.	X = active	Type of Insurance	Policy Number	Effective Date	Expiration Date	Policy Limits	
A	<input checked="" type="checkbox"/>	Commercial General Liability (Occurrence Based)	E208PR1767	Dec. 16, 2023	Dec. 16, 2024 11:59 pm	General Aggregate	N/A
	<input checked="" type="checkbox"/>	Premises Operations	As above	As above	As above	Product-Completed Ops Aggregate	\$5,000,000
	<input checked="" type="checkbox"/>	Independent Contractors	As above	As above	As above	Personal & Advertising Injury	\$5,000,000
	<input checked="" type="checkbox"/>	Products and Completed Operations	As above	As above	As above	Each Occurrence	\$5,000,000
	<input checked="" type="checkbox"/>	Cross Liability & Severability of Interests	As above	As above	As above	Tenant's Legal Liability	\$ 500,000
	<input checked="" type="checkbox"/>	Broad Form Property Damage	As above	As above	As above	Medical Expense (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/>	Contractual	As above	As above	As above		

**Non Owned Automobiles**

A	<input checked="" type="checkbox"/>	Third party Liability	As above	As above	As above	Inclusive Limit:	\$1,000,000
A	<input checked="" type="checkbox"/>	Physical Damage	As Above	As Above	As Above	Each Occurrence:	\$ 100,000

**Description of Ops/Locations/Vehicles/Restrictions/Special Items:**  
 Full production of the Kaslo Jazz Festival and all other purposes usual or incidental thereto

**CANCELLATION:** Should any of the above policies be cancelled before the expiration date thereof (except in the case of non-renewal or cancellation for non-payment), the Insurer will endeavor to provide 30 days' notice to the Certificate Holder.

**CERTIFICATE HOLDER/ADDITIONAL INSURED:**

**THE VILLIAGE OF KASLO**

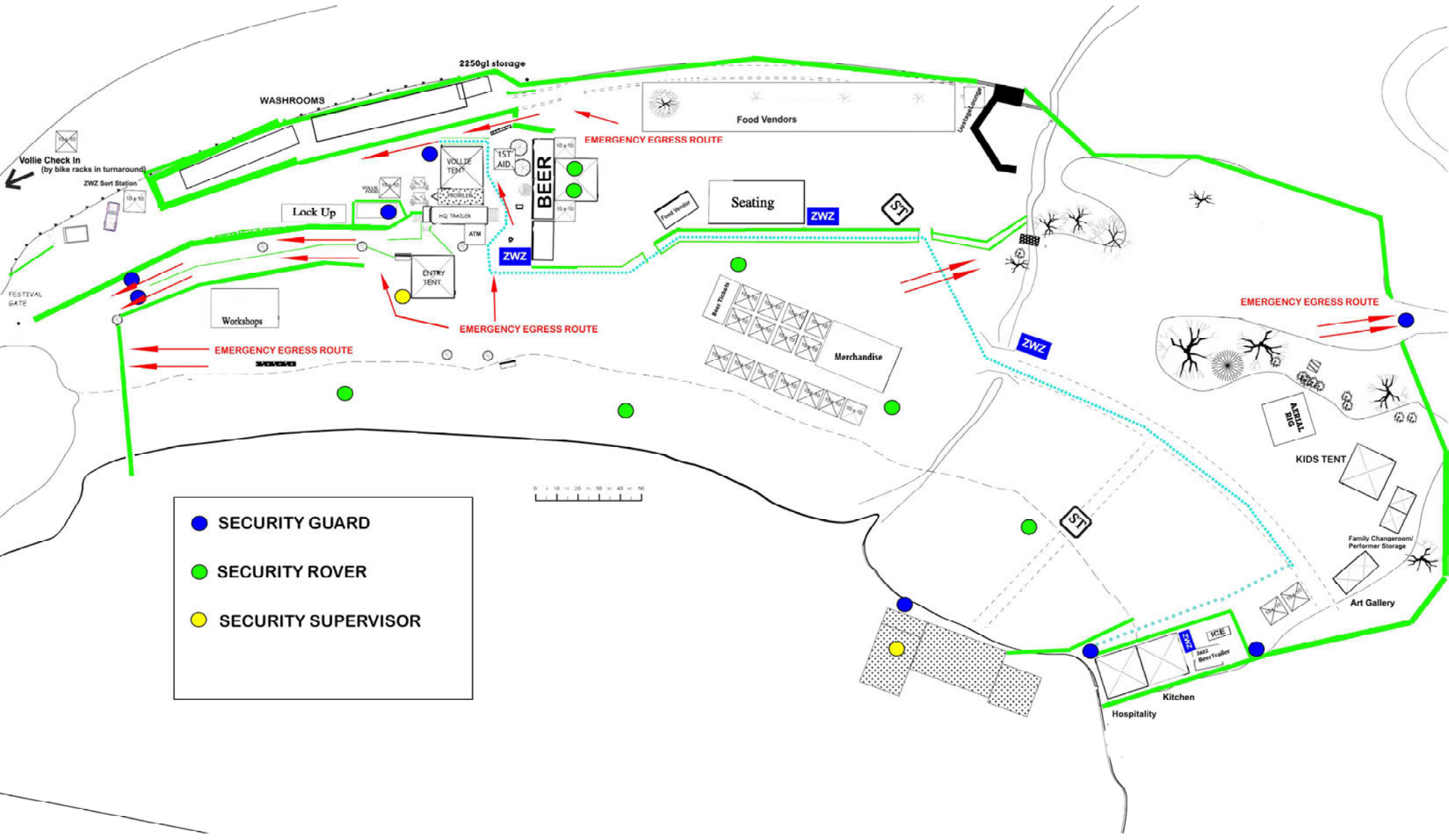
The Term "Additional Insured" means a party who is insured only with respect to claims caused by the acts or failure to act of the Named Insured in accordance with all the terms & conditions of this Policy and only with respect to Premises, Work, Productions, Products and or Services which are insured under this Policy. Such "Additional Insured" endorsed hereon is not insured under this Policy for any of their own acts or failure to act.

**AUTHORIZED REPRESENTATIVE**



**PETER PARKIN**  
 SHEPHARD ASHMORE INSURANCE SERVICES

**APPLICABLE TO ALL COVERAGES:** GENERAL PROVISIONS ECPDA1000 (03/2014); STATUTORY CONDITIONS ECPDA1012 (06/2012); AND GENERAL EXCLUSIONS ECPDA1011 (02/2011) - MICROORGANISM, DATA and TERRORISM. FIELD OF ENTERTAINMENT EXCLUSIONS. ALL AMOUNTS IN CANADIAN CURRENCY





# KASLO JAZZ ETC. SOCIETY

#S-30170

T (250) 353-7577 F (250) 353-7577  
Box 1293, Kaslo, B.C., Canada, V0G-1M0

kaslojazzfest.com  
info@kaslojazzfest.com

March 6, 2024

Catherine Allaway,  
Village of Kaslo

Dear Catherine,

Re: Kaslo Jazz Etc Summer Music Festival 2024

Installation of production equipment for the 31st Annual Kaslo Jazz Etc Festival in Kaslo Bay Park will begin on July 22nd 2024 and every effort will be made to have the park left in better condition than found for August 9th 2024. During pre and post-production time, the park and Kaslo Bay Park Rd will remain open to the public. Beginning at 8am Wednesday July 31st 2024, we request exclusive use of Kaslo Bay Park, and permission to close Kaslo Bay Park Road to non-festival and non-emergency vehicle traffic.

We are requesting the following for a the 2024 festival:

1. Permission to once again use South Beach as a festival campground, pending necessary TUP application and permitting fee. The land owner has given us permission operate the South Beach campground in 2024, and their letter of support is attached.
2. Closure of Kaslo Bay Park Rd from the cenotaph to Kaslo Bay Park entrance and designating the road as a NO PARKING ON ROADWAY - TOW AWAY ZONE from 8am the Wednesday prior through 8am the Monday after the festival.
3. An extension of the park use rental for an additional 3 hours (until 12am) for the Friday, Saturday & Sunday of festival operation. Please see attached noise bylaw variance request for 2024.
4. Continued support by the Village crew on park clean-up, maintenance and improvements.
5. Beer Garden license for Aug 1 – 4, 2024. See attached Beer Garden application.
6. Assistance with dust control on Kaslo Bay Park Rd with the understanding any additional efforts are at the expense of KJES.
7. Rental of Village of four (4) Kaslo portable toilets for Kaslo Bay Campground, as in previous years, from Wednesday, July 31st until Wednesday, August 7th.

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*Proud organizers of the Kaslo Jazz Etc. Summer Music Festival, held every August Long Weekend*



As agreed upon in 2023, with the closure of Kaslo Bay Park Rd we will once again operate the private boat launch off of Rainbow Rd as a public access point to the water and will allow the public to launch their boats from that location. There will be no parking permitted in that area as space is limited and we want to provide as much room as possible for drivers to launch their boats. Also as agreed upon in 2023, we will no longer require the former "Kaslo Shipyard" parking spaces on Kaslo Bay Park Rd and are happy to provide those to members of the two boat clubs to increase their available parking spaces. Boat club members will still be required to adhere to our parking program and follow instructions of our staff and volunteers for safe parking of their vehicles.

As part of our commitment to enhancing Kaslo Bay Park, KJES is pleased to provide approximately 160 hours of volunteer labor towards improving the park environment. The KJES recognizes that the Kaslo Jazz Etc. Summer Music Festival puts extra demand on the Village of Kaslo's resources such as sewer system usage, garbage pick-up, and by-law enforcement. The KJES acknowledges the impact of this event on the residents, stakeholders, and the environment and gladly supports an appropriate permit fee as required by the Village.

Sincerely,

A black rectangular redaction box covers the signature of Paul Hinrichs. Above the box, there is a faint, handwritten signature in blue ink.

Paul Hinrichs,  
Executive Director



To: The Village of Kaslo  
Re: South Beach Camping for Kaslo Jazz Etc Festival

Feb 6 2023

To Whom It May Concern:

Quality Property Developments Inc would like to express our interest in working with the Kaslo Jazz Etc Society and their partners over the next three years to continue the South Beach Campground for the yearly Jazz Festival. This letter of interest non-binding, but we support the Jazz Festival and their efforts to secure multi-year planning for the festival and are willing to discuss South Beach with them over the next three years.

We encourage you to support their application for the years 2023 – 2025.

Thank you,



Dale Unruh  
Quality Property  
[d.unruh@qualityprop.ca](mailto:d.unruh@qualityprop.ca)

Mayor and Council  
Village of Kaslo  
Box 576  
Kaslo, BC VOG 1M0  
or Email [admin@kaslo.ca](mailto:admin@kaslo.ca)

VILLAGE OF KASLO  
SCHEDULE A

APPLICATION TO VARY NOISE ABATEMENT BYLAW 1079  
All applications must be received by the Village of Kaslo 30 days in  
advance of date proposed for any variance

Date: March 6th 2024

Name of Applicant: Kaslo Jazz Etc Society (KJES)

Mailing address: PO Box 1293

Authorized contact: Paul Hinrichs

Telephone Number: [REDACTED]

Email: [info@kaslojazzfest.com](mailto:info@kaslojazzfest.com)

Bylaw section # variance requested:

2. Without limiting in any way Section 1 of this Bylaw, persons are specifically prohibited from carrying out the following activities within the boundaries of the Village of Kaslo that disturb or are liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public:
  - (i) the use of any instrument or any device for the production or amplification of sounds, between ten

o'clock PM and eight o'clock AM, in or upon private premises or any public place; and

Dates requested:

- Aug 1 – 4, 2024

Maximum variance permitted is 3 hours.

\*Requesting a variance of 2 hours (10pm-12am) per evening.

Reasons for variance:

To increase revenue for the Kaslo Jazz Etc Festival through (a.) ticket sales and (b.) onsite vendor sales, thereby securing the (c.) continued existence of the event and (d.) all related economic and cultural benefits to the community of Kaslo.

(a.) The first day of the variance allows for the installation and testing of all sound equipment, and the three following days are open when the festival is open to the ticket holders. A later festival running time appeals to a more diverse audience demographic.

(b.) It will allow vending to continue during peak sales times, which will allow the festival to capitalize indirectly through vendor's fees, as well as directly through merchandise and alcohol sales.

(c.) The festival saw a decrease in revenue for several years, which seriously threatened the ability of KJES to continue providing this event. The Society has been taking measures to mitigate this trend, with some success. The financial losses were severe, but getting better as previous festivals have sold out, and KJES is confident that the festival will continue to show continued greater success. In order to ensure the sustainability of the event, KJES must aggressively pursue all opportunities for generating income.

Remaining open for two additional hours in the evening when onsite sales are at their peak will substantially improve KJES's ability to meet operating costs for the festival. This is not the only avenue KJES is pursuing to increase revenue generation, but it is a significant and necessary one.

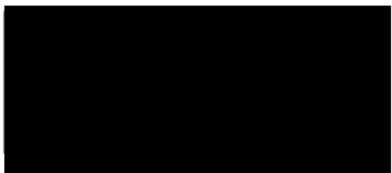
(d.) A successful festival is good for Kaslo. While the extra operating hours on festival grounds may detract partially from sales in Kaslo's downtown establishments, KJES urges all affected parties to consider what the loss of this event would mean for the community and the businesses within it.

(e.) In 2023, we approached 13 local businesses at the request of Council and received unanimous support to operate until 12am, including from the few businesses who are open during those hours. While we are intently focused on supporting local businesses, there is very little impact to the business community by us operating until 12am.

Supporting documentation attached:

Letters of Support from 2023

Authorized signatory (Signature):



DATE: March 21, 2024 FILE NUMBER:  
TO: Robert Baker, Chief Administrative Officer  
FROM: Catherine Allaway, Corporate Officer  
SUBJECT: Kaslo Logger Sports – Beer Garden Request  
DEPARTMENTS:

---

**PURPOSE:** To consider a request from Kaslo Logger Sports for designation as an “Event of Significance” to allow flexibility in the pricing of Beer Garden drinks.

**RECOMMENDATION:**

THAT To consider a request from Kaslo Logger Sports for designation as an Event of Significance to allow flexibility in the pricing of Beer Garden drinks.

**ATTACHMENTS:**

- Letter from Kaslo Logger Sports
- Excerpt from Liquor & Cannabis Regulation Branch Special Event Policy Manual

**BACKGROUND:** The annual Kaslo Logger Sports Beer Garden, held during May Days, is a well established and popular community tradition. Because Kaslo Logger Sports is not a registered charity, it must follow alcohol pricing guidelines set by the Liquor and Cannabis Regulation Branch, unless it is designated as an “Event of Significance.” They are requesting that Council approve the designation, to allow them to meet their fundraising goals without imposing a cover charge. A Council resolution is required to confirm the designation.

**DISCUSSION:**

Staff contacted the Liquor and Cannabis Regulation Branch (LCRB) to confirm that there are no established criteria and the decision is made entirely at Council’s discretion. LCRB staff noted that the maximum allowable pricing (in the absence of charitable status or a special designation) has been unchanged for many years.

There is no cost or financial benefit to the Village associated with this action.

This action is not directly related to any of the corporate priorities identified in the 2023-2026 Strategic Plan.

No public notification is required or planned.

**OPTIONS:**

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Make the designation.** *Kaslo Logger Sports and their partners will be permitted to charge higher prices for alcoholic beverages during May Days, provided they obtain the necessary permit and licences.*
2. Do not make the designation. *The maximum prices set by the LCRB for Special Event Permit liquor sales will apply.*
3. Refer back to staff for further review and report.

**POLICY & LEGAL CONSIDERATIONS:**

An application for a Beer Garden Licence must be submitted to the Village and approved by Council prior to the event, and financial reporting must be provided to the Village within 60 days of the event. A Special Event Permit from the LCRB is also required.

**RESPECTFULLY SUBMITTED**

---

Catherine Allaway, Corporate Officer

cc:

**CAO COMMENTS:**

Aside from the financial benefit to the event organizers, there are also indirect benefits to higher prices for liquor sales. Notedly, higher drink prices can influence the number of drinks purchased by an individual, and therefore reduce the risk of intoxication and associated consequences. Moreover, without the Event of Significance designation, there is a maximum price which the LCRB permits. Those prices have not been revised since the pandemic and add a constraint which could negatively influence the financial success of the event.

APPROVED FOR SUBMISSION TO COUNCIL:



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Robert Baker, Chief Administrative Officer

March 21, 2024

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Date



Village of Kaslo  
Box 576  
413 Fourth Street  
Kaslo, BC  
V0G 1M0

To the Kaslo Village Council,

In the name of **Kaslo Logger Sports** committee (**KLS**), I am asking the Village of Kaslo Council to consider Kaslo Logger Sports event as a *"Event of Significance"*. This traditional Logger Sports competition has become a must-see destination event for 50 years already! Each year the success and reputation of the event grows, drawing about seventy competitors and over two thousand spectators from all over the world.

The reason KLS needs the Village of Kaslo to consider them for this event status is that the Special Event Permit provided by the BC Liquor and Cannabis Regulation Branch requires KLS to either be a charitable organization or to be an event of significance to be able to charge more than \$5.00 per drink at the event. As a result, last year, to counterbalance the cost, the committee's solution was to implement a cover charge at the entrance of the beer garden. That charge was not very well received by the public. This is why KLS is asking the Village of Kaslo to consider the KLS event as an event of municipal significance. After all, this town was built on the mining and logging industry!

We would appreciate it if that request can be prioritized as it would be needed this year to apply for the Special Event Permit required by the Liquor Regulation Branch.

KLS committee would like to thank the council in advance for their time and consideration.

Rose-Blanche Hudon

KLS Beer Garden Coordinator



## APPENDIX 2: Liquor pricing and the cost recovery price list

The LCRB sets the maximum prices that can be charged for liquor sold under a SEP. The cost-recovery price list is designed to ensure the prices charged for liquor cover only the “operating costs” of serving and selling the liquor, which only include the cost of the liquor, mix, glasses, ice, and taxes. The prices do not include costs such as hall rental, entertainment, security, or single-use cup charges required by a local government.

Revised  
July 12,  
2022

**\*Liquor cannot be sold “by donation.”**

	<b>Maximum Single Serving Size*</b>	<b>Public or Private Function (including PST)</b>	<b>Public or Private Function with PST and GST** (5%)</b>
<b>Packaged beer, cider or cooler</b>	2 standard sized cans (355 ml) or bottles – up to 12 oz. (341 ml) each	Per can or bottle - <b>\$5.00</b>	Per can or bottle - <b>\$5.25</b>
<b>Beer, cider or cooler</b>	By the glass – up to 24 oz. (682 ml)	Per 12 oz. (341 ml) glass - <b>\$5.00</b>	Per 12 oz. (341 ml) glass - <b>\$5.25</b>
<b>Wine</b>	By the glass – up to 10 oz. (284 ml)  By the bottle up to 750 ml (only if consumed by 2 or more people with food)	Per 5 oz. (142 ml) glass - <b>\$7.00***</b>	Per 5 oz. (142 ml) glass - <b>\$7.35***</b>
<b>Spirits</b>	3 oz. (85 ml)	Per 1.5 oz. (43 ml) - <b>\$5.00</b>	Per 1.5 oz. (43 ml) - <b>\$5.25</b>

The prices listed above are **maximums** and may only be exceeded if the purpose of the event is to raise funds for charity or if the event has been designated of municipal, provincial, national, or international significance. If the permittee exceeds any price on the price list, they are required to donate all profits from the special event to a non-profit organization whose primary function is to carry out charitable purposes.

Patrons may be served more than once, provided servers do not exceed the maximum single serving size

DATE: March 21, 2024 FILE NUMBER:

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Indigenous Engagement Requirement Funding Agreement

DEPARTMENTS:

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**PURPOSE:** To consider signing the agreement between the Province and the Village of Kaslo for funding to implement Indigenous Engagement Requirements outlined in the Emergency and Disaster Management Act.

**RECOMMENDATION:**

THAT the Corporate Officer be authorized to sign the Indigenous Engagement Requirement funding agreement with the Province of BC.

**ATTACHMENTS:**

- 2024.01.12 Letter from Ministry of Emergency Management and Climate Readiness
- Funding Agreement

**BACKGROUND:** The Village of Kaslo has been offered \$40,000 in funding from the province to offset costs associated with first nations engagement, as required by the Emergency and Disaster Management Act. In order to accept the funding, we must sign the agreement and return it before the March 31, 2024 deadline. A Council resolution is required to authorize signing the agreement.

**DISCUSSION:**

The funding agreement requires that the Village identify an area of focus for their proposed activities (see Schedule B to the agreement). Matching contributions from the municipality are not required, and the funds can be used to cover 100% of eligible expenses. There may be a possibility to collaborate with the RDCK and other member municipalities on this work and the agreement specifically allows for the pooling of funds. The province has indicated that adjustments to the project scope (as selected in Schedule B) can be made after signing if required.

Indigenous reconciliation and relationship-building is identified as a corporate priority in the 2023-2026 Strategic Plan.

There is no public notification required or planned.

**OPTIONS:**

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Sign the agreement. *Funding will be released by the Province and the Village will explore possible collaboration with the RDCK and other local governments in the area.***
2. Do not sign the agreement. *No funding will be available to support the required activities.*
3. Refer back to staff for further review and report.

**RESPECTFULLY SUBMITTED**

---

Catherine Allaway, Corporate Officer

cc:

**CAO COMMENTS:**

Appendix B of the Funding Agreement asks that the Village identify which activities would best enable the community to engage with Indigenous governing bodies. The Village is given options to choose from under the categories of Consultation and Coordination, Relationship Building, Planning, Reconciliation and Capacity Building, and Agreement Building. Staff have made preliminary choices based on their interpretation of the options and how they might benefit the Village, however, if Council would like to offer input or direction to staff, please feel free.

APPROVED FOR SUBMISSION TO COUNCIL:

A handwritten signature in blue ink, appearing to read 'R. Baker', written over a horizontal line.

Robert Baker, Chief Administrative Officer

March 31, 2024

Date

January 12, 2024

Village of Kaslo  
Box 576  
Kaslo, BC  
VOG 1M0

Dear Chief Administrative Officer:

**Re: *Emergency and Disaster Management Act Implementation - Indigenous Engagement Requirements Funding Program***

On behalf of the Province of British Columbia, I am pleased to provide this letter of offer and Contribution Agreement to support implementation of the *Emergency and Disaster Management Act* (EDMA) through the Indigenous Engagement Requirements Funding Program.

Guided by the *United Nations Sendai Framework for Disaster Risk Reduction* and B.C.'s *Declaration on the Rights of Indigenous Peoples Act*, the EDMA includes engagement provisions that promote relationship building and collaboration across jurisdictions. Engagement requirements of municipalities and regional districts include consultation and cooperation with Indigenous governing bodies, the incorporation of available Indigenous knowledge into emergency plans and risk assessments, and consideration of cultural safety across emergency management practices.

The Indigenous Engagement Requirements Funding Program is intended to:

- support relationship-building across jurisdictions through consultation and cooperation with Indigenous governing bodies;
- ensure the incorporation of Indigenous knowledge and cultural safety across emergency management practices;
- support policy improvements that reflect the lived experience of Indigenous Peoples; and
- address the disproportionate impacts on Indigenous Peoples during emergency events.

The Province is providing funding to First Nations, municipalities, and regional districts in response to feedback about capacity requirements to implement the EDMA. This funding is intended to support municipalities and regional districts in meeting their Indigenous engagement requirements, and to support Indigenous governing bodies in participating in such engagement.

This letter of offer is accompanied by a Contribution Agreement which sets out the terms and conditions of the funding, including eligible activities and reporting. The term of the Contribution Agreement begins on the Effective Date and extends to March 31, 2025. Please sign and return the Contribution Agreement

to [EMCR.Procurement@gov.bc.ca](mailto:EMCR.Procurement@gov.bc.ca) on or before March 31, 2024 to receive funding.

Further information about the Indigenous Engagement Requirements Funding Program is provided on our [website located here](#) and includes the Indigenous Engagement Requirements Funding Program Guide, fact sheet, and Interim Guidance. The website also contains contact information should you have further questions about the Indigenous Engagement Requirements Funding Program.

Yours truly,

A handwritten signature in blue ink that reads "Monica Cox". The signature is written in a cursive, flowing style.

Monica Cox  
Assistant Deputy Minister  
Partnerships, Engagement and Legislation  
Ministry of Emergency Management and Climate Readiness

## CONTRIBUTION AGREEMENT

THIS AGREEMENT dated effective the 15 day of January 2024.

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Emergency Management and Climate Readiness

(the "**Province**")

AND:

**VILLAGE OF KASLO**

(the "**Recipient**")

WHEREAS:

- A. The Province has agreed to contribute funding to the Recipient to support its implementation of the Indigenous Engagement Requirements in the Emergency and Disaster Management Act; and
- B. The Province and the Recipient wish to set out the terms and conditions respecting the Province's contribution in this Agreement.

NOW THEREFORE in consideration of the premises and covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

### DEFINITIONS

1.01 In this Agreement:

- (a) "Agreement" means this contribution agreement, including the schedules attached to it and forming part of it, all as may be amended, restated, replaced or supplemented from time to time;
- (b) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) "Contribution" means the funds paid or payable by the Province to the Recipient pursuant to this Agreement;



- (d) "EDMA" means the Emergency and Disaster Management Act, S.B.C. 2023, c.37;
- (e) "Effective Date" means the date indicated on the first page of this Agreement;
- (f) "Eligible Activity" means an activity eligible for funding under the Indigenous Engagement Requirements Funding Program, as further described in Schedule A;
- (g) "Event of Default" means any event of default described in section 11.01 of this Agreement;
- (h) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- (i) "Indigenous Engagement Requirements" means the requirements in the EDMA for municipality and regional district engagement with Indigenous governing bodies, including consultation and cooperation, and considerations related to Indigenous knowledge and cultural safety;
- (j) "Indigenous governing body" has the same meaning as in section 1(1) of the *Declaration on the Rights of Indigenous Peoples Act*, S.B.C. 2019, c. 44
- (k) "Project" means the Eligible Activity(ies) chosen by the Recipient as indicated in Schedule B;
- (l) "Reports" means the reports provided by the Recipient to the Province in accordance with section 5.01;
- (m) "Term" means the term of this Agreement described in section 2.01; and
- (n) "Termination Date" has the meaning set out in section 2.01.

1.02 Capitalized terms defined in the recitals to this Agreement and used in this Agreement have the definitions given in the recitals.

## **TERM**

2.01 The term of this Agreement commences on the Effective Date and ends on the earlier of **March 31, 2025** or the date on which this agreement is terminated in accordance with section 11.02 (the "**Termination Date**").

## **CONTRIBUTION**

- 3.01 The Contribution consists of a single payment of \$40,000 to be used by the Recipient for the Project in accordance with this Agreement.
- 3.02 The Province will provide the Contribution to the Recipient within 30 days of the Agreement being signed by both parties.
- 3.03 Notwithstanding any other provision of this Agreement, in no event will the Province be or become obligated to pay to the Recipient pursuant to this Agreement an amount exceeding the Contribution.

## **STIPULATIONS**

- 4.01 The Recipient must apply the Contribution solely for the purposes of the Project and in accordance with the specifications and other requirements set out in Schedule B.
- 4.02 Without limiting section 11.02 or any other right of the Province in law or in equity, the Province may require the Recipient to pay to the Province any amount of the Contribution which the Recipient has used in contravention of section 4.01.
- 4.03 The Recipient must repay to the Province within **60** days of the Termination Date any portion of the Contribution that has not been expended by the Recipient for the Project on the Termination Date, unless otherwise agreed in writing by the Province.

## **REPORTS**

- 5.01 The Recipient will provide the Reports in accordance with **Schedule A**.
- 5.02 The Recipient hereby grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Reports, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute all or any part of the Reports, and the right to sublicense or assign to third-parties any or all of these rights. Upon the Province's request, the Recipient must provide the Province with documents satisfactory to the Province that irrevocably waive in the Province's favour, and in favour of its sublicensees or assigns, any moral rights that the Recipient (or its employees) or its contractors (or their employees) have in the Reports.

- 5.03 The Recipient will not include any information in the Reports which constitutes "personal information" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia).
- 5.04 The Recipient will provide copies of its annual public reports to the Province, if any.

#### **AUDIT**

- 6.01 The Recipient will establish and maintain for a period of not less than seven years from the expiration or termination of this Agreement accurate books of account and records, following generally accepted accounting principles, in relation to the Project, including but not limited to: all expenditures and revenues, all contracts and agreements, invoices, receipts and other records relating to Recipient's use and expenditure of the Contribution.
- 6.02 The Recipient will grant the Province and its agents access, at any reasonable time and on reasonable notice to the Recipient, to the Recipient's premises to inspect and, at the Province's discretion, copy any of the records referenced under section 6.01. The Recipient will provide reasonable assistance to the Province to allow the Province to exercise its rights under this section.

#### **INDEMNITY**

- 7.01 The Recipient agrees to indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time during or following the Term which are based upon, arise out of or occur, directly or indirectly, by reason of, (a) any breach or inaccuracy of any representation or warranty made by the Recipient in this Agreement; or (b) any breach or failure by the Recipient to perform or fulfil any covenant, condition, or obligation of the Recipient contained in this Agreement; or (c) any act or omission by the Recipient or by any of the Recipient's agents, employees, officers, directors or subcontractors in connection with this Agreement, including any act or omission that results in a third party intellectual property infringement claim against the Province.

#### **PUBLIC STATEMENTS**

- 8.01 The Recipient will not make any public statements or communications about the Contribution or otherwise with respect to this Agreement or any Province involvement in the Project without the Province's prior written approval, which may be withheld by the Province at its discretion.

8.02 The Recipient will ensure that the Province

- (a) is provided all relevant materials in advance of any approval referenced in section 8.01;
- (b) is given a reasonable opportunity to review such materials; and
- (c) gives its prior approval regarding the content and timing of all such public communications.

#### **PROVINCE INTELLECTUAL PROPERTY**

9.01 The Recipient will not use any logo, trademark, official mark or other branding of the Province (collectively, "**Branding**") except and in accordance with the Province's prior written approval. Any and all use by the Recipient of any Branding 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.

#### **REPRESENTATIONS AND WARRANTIES**

10.01 The Recipient represents and warrants to the Province, with the intent that the Province will rely on such representations and warranties in entering into this Agreement, that:

- (a) it is a municipality or regional district, as the case may be, duly incorporated under applicable legislation;
- (b) it has the power and capacity to accept, execute and deliver this Agreement, and the execution of this Agreement has been duly and validly authorized by all necessary proceedings under applicable legislation and bylaws;
- (c) this Agreement is binding upon, and enforceable against, the Recipient in accordance with its terms;
- (d) all information, certificates, statements, documents and Reports furnished or submitted by the Recipient in connection with this Agreement will be true and accurate on the date of delivery and will remain true and accurate throughout the Term;
- (e) the Recipient has sufficient trained staff and resources in place to fulfil its obligations under this Agreement;

- (f) the Recipient will administer the Contribution for the Project in compliance with its covenants and obligations under this Agreement; and
  - (g) there are no actions or proceedings pending (including appeals or applications for review) or to its knowledge threatened, before any court, arbitrator, administrative agency, or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement.
- 10.02 If any representation, warranty, certificate, document or Report becomes untrue or inaccurate during the Term, the Recipient shall promptly advise the Province.
- 10.03 The provisions of sections 10.01 and 10.02 will continue in full force and effect notwithstanding the fulfillment by the Recipient of any or all of its obligations under this Agreement or the grant by the Province to the Recipient of any or all of the monies that the Province has agreed to provide to the Recipient pursuant to this Agreement.

## **DEFAULT**

- 11.01 Any of the following will constitute an Event of Default of the Recipient under this Agreement:
- (a) The Recipient fails to comply with a provision of this Agreement;
  - (b) any representation or warranty made by the Recipient in this Agreement is untrue or inaccurate;
  - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is materially untrue or inaccurate;
  - (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;
  - (e) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and

- (f) the Recipient substantially ceases to operate in accordance with its established mandate.
- 11.02 If an Event of Default occurs the Province may at its discretion and without limitation:
- (a) terminate this Agreement by written notice from the Province to the Recipient;
  - (b) if the Province believes, in its discretion, that the Event of Default is capable of being cured by the Recipient:
    - (i) by written notice to the Recipient, require that the Event of Default be remedied within a time period specified in the notice;
    - (ii) the Recipient must provide the Province with written notice of such cure by the conclusion of the time period specified in the notice and include, in particularity and in detail, reasonable detail of how the Event of Default has been cured; and
    - (iii) any failure by the Recipient to rectify such Event of Default within the time period specified in the notice to the Province's satisfaction, as determined by the Province in its discretion, will be a breach of this Agreement by the Recipient;
  - (c) specify amounts, not to exceed in total the Contribution, that have not been accounted for and applied by the Recipient, that, within 30 business days of actual or deemed receipt by the Recipient of notice given by the Province to the Recipient, will become due and be payable by the Recipient to the Province;
  - (d) require the Recipient to make public the fact that an Event of Default has occurred; and
  - (e) pursue any remedy or take any action available to it at law or in equity.

## **NOTICES**

- 12.01 Any notice, document, statement, report or demand desired or required to be given or made pursuant to this Agreement must be in writing and may be delivered by courier, by personal delivery or by electronic transmission (including email) from either party as follows:
- (a) if to the Province:

Partnerships, Engagement and Legislation Division  
Ministry of Emergency Management and Climate Readiness  
Block A, Suite 200 – 2261 Keating Cross Road  
VICTORIA British Columbia  
V8M 2A5  
Email: [EMCR.IERFunding@gov.bc.ca](mailto:EMCR.IERFunding@gov.bc.ca)  
Attention: Executive Director, Indigenous Agreements

(b) and if to the Recipient:

Village of Kaslo  
Box 576  
Kaslo, BC  
VOG 1M0  
Email: [cao@kaslo.ca](mailto:cao@kaslo.ca)  
Attention: Ian Dunlop, Chief Administrative Officer

Any such communication will be conclusively deemed validly given to and received by the intended recipient on the day on which it was so delivered or transmitted unless received after 5:00 pm (local time in the place of receipt) in which case it will be deemed to be given on the next business day.

12.02 Either party may, from time to time, give written notice to the other party of any change of address or email of the party giving such notice and after the giving of such notice, the address or email therein specified will, for purposes of this Agreement be conclusively deemed to be the address or email of the party giving such notice.

## **APPROPRIATION**

13.01 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province in any fiscal year or part thereof when any such payment may be required, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in section 13.01(a).

## **RELATIONSHIP**

- 14.01 No partnership, joint venture, agency, or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 14.02 The Recipient will not be a dependant contractor or employee of the Province under this Agreement.
- 14.03 The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm or corporation in connection with this Agreement.

## **NON-WAIVER**

- 15.01 No term or condition of this Agreement and no breach by one party of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the other party.
- 15.02 The written waiver by one party of any breach by the other party of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the other party of the same or any other term or condition of this Agreement.

## **ENTIRE AGREEMENT**

- 16.01 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

## **FURTHER ACTS AND ASSURANCES**

- 17.01 Each of the parties will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

## **TIME OF ESSENCE**

- 18.01 Time will be of the essence of this Agreement.

## **SURVIVAL OF PROVISIONS**

- 19.01 Sections 3.01, 3.03, 4.01, 4.02, 4.03, 5.01, 5.02, 5.03, 6.01, 6.02, 7.01, 8.01, 8.02, 9.01, 10.01, 10.02, 10.03, 11.01, 11.02, 12.01, 12.02, 13.01, 14.01, 14.02, 14.03, 15.01, 15.02, 17.01, 19.01, 20.01, 20.08, 22.01, 22.02, 22.03 and any other



sections of this Agreement which by their nature are intended to survive the termination of this Agreement and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

## **INTERPRETATION**

- 20.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 20.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.
- 20.03 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and amendments to that statute.
- 20.04 This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.
- 20.05 If any provision in this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by law.
- 20.06 Any reference to the Province's "discretion" means the Province's sole, absolute and unfettered discretion.
- 20.07 The terms "section" and "schedule" refer to sections and schedules within this Agreement.
- 20.08 Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or the Recipient of any statutory power or duty.

## **ASSIGNMENT**

- 21.01 The Recipient will not, without the prior written consent of the Province assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement.
- 21.02 This Agreement will enure to the benefit of and be binding upon the Recipient and its successors and permitted assigns and the Province and its assigns.

## **DISPUTE RESOLUTION**

22.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* (British Columbia) and:
  - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
  - (ii) there will be a single arbitrator;
  - (iii) British Columbia law is the applicable law; and
  - (iv) the decision of the arbitrator will be final and binding on the parties.

22.02 Unless the parties otherwise agree in writing, an arbitration or mediation under section 22.01 will be held in Victoria, British Columbia.

22.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 22.01 other than those costs relating to the production of expert evidence or representation by counsel.

**COUNTERPARTS AND ELECTRONIC DELIVERY**

23.01 This Agreement may be entered into by each party signing a separate copy of this Agreement and delivering it to the other party. When taken together, they will be treated as one and the same agreement. Delivery of a signature page by electronic means (including by facsimile or in PDF format) will be as valid and effective as delivery of an original. A party that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as set out below.

SIGNED on behalf of His Majesty the )  
King in Right of the Province of )  
British Columbia by a duly authorized )  
representative of the Minister of )  
Emergency Management and Climate )  
Readiness )  
this \_\_\_\_ day of \_\_\_\_\_2024 )  
)

\_\_\_\_\_  
For the Province

\_\_\_\_\_  
Print Name

SIGNED on behalf of the Recipient )  
by a duly authorized representative )  
this \_\_\_\_ day of \_\_\_\_\_2024 )  
)

\_\_\_\_\_  
For the Recipient

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title (If Applicable)

## **Schedule A**

### **Eligible Activities and Reporting Requirements**

The Recipient will choose Eligible Activity(ies) listed in Schedule B towards which the Recipient will apply the Contribution. If an activity is not listed, the Recipient must provide a written description in Schedule B of the intended activity that the Contribution will be applied to.

The choice of Eligible Activity(ies), and activities identified by the Recipient, will make up Schedule B and is the Project for which the Contribution may be applied.

If after Agreement signing there are changes to the Project (Schedule B) originally submitted, the Recipient will email the Province at [EMCR.IERFunding@gov.bc.ca](mailto:EMCR.IERFunding@gov.bc.ca) with details of the proposed changes.

### **Optional Survey**

In September 2024, Recipient will be requested to fill out an online survey, as part of initial review of the Indigenous Engagement Requirements Funding Program. In this survey the Recipient will share which Indigenous engagement requirements (activities) they worked towards implementing (how, and with whom).

### **Reporting Requirements**

Reporting requirements are to support management and evaluation of the funding program. If the Recipient has chosen to pool Contribution funds with other Recipients, reporting requirement obligations may be shared.

### **Final Reporting**

The Recipient must provide the Province with a final report that summarizes the outcome(s) and work completed, including financial reporting, on the selected Project(s). The final report will be required by March 31, 2025. In February 2025, the Province will provide material to support this report, including instructions and a template.

### **Adhoc Reporting**

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

## Schedule B

### Project – Eligible Activity Intake Form

The Province will support activities that are responsive to other identified needs, and amendment to activities (scope change), as well as collaborative efforts through pooling of funds, that will assist with development and implementation of emergency management plans, and the inclusion of cultural safety and Indigenous knowledge in any or all phases of emergency management.

Eligible activities include (but are not limited to) the following:

<b>1) Consultation and Coordination</b>		
1a		Activities where local authorities contact or engage with Indigenous governing bodies and make reasonable efforts to reach agreement on the areas to be described in local authority emergency management plans for the purposes of consultation and cooperation” under s.120 of EDMA.
1b		Engagements to discuss, confirm and document communication protocols that help local authorities understand which entities to consult, engage, coordinate, and cooperate with, when and how, through any or all phases of emergency management.

<b>2) Relationship Building</b>		
2a		Activities that strengthen and develop relationships between Indigenous governing bodies and local authorities, and support collaboration in emergency management.
2b		Collaboratively developed or delivered training and preparedness initiatives, to support shared understanding of respective emergency management practices.

<b>3) Planning</b>		
3a		Activities that support collaboration in developing emergency management plans and/or risk assessments; for example, engagements to explore how to incorporate cultural safety and Indigenous knowledge, or how to identify and reduce disproportionate impacts in plans and/or risk assessments.

3b		Activities related to meeting consultation and cooperation requirements related to preparing, reviewing, and revising risk assessments or emergency management plans.
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<b>4) Reconciliation and capacity building</b>		
4a		Activities that support local reconciliation efforts such as meetings, engagements, and training, including building understanding of cultural safety and the integration of Indigenous knowledge in emergency management.
4b		Activities that enable self-determination, and governance of emergency management programs and services.
4c		Planning for and delivering cultural safety and humility training to local emergency management staff and volunteers.
4d		Activities that support First Nations establishing an Indigenous governing body for purposes of emergency management.

<b>5) Agreement Building</b>		
5a		Activities to develop formal agreements about communications protocols that help local authorities understand which entities to consult, engage, coordinate, and cooperate with, when and how, through any or all phases of emergency management.
5b		Meeting to review the effectiveness of agreements.

<b>6) Proposed Activity Description Relating to IER, if Not Listed Above</b>		

**Proposed Activity Description Relating to IER if Not Listed (Continued)**

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DATE: March 21, 2024 FILE NUMBER:  
TO: Robert Baker, Chief Administrative Officer  
FROM: Catherine Allaway, Corporate Officer  
SUBJECT: Lakeshore Protection Development Permit Application – D. Unruh  
DEPARTMENTS:

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**PURPOSE:** To consider a Lakeshore Protection Development Permit application for a new boathouse.

**RECOMMENDATION:**

THAT Development Permit 2024-04 be approved to authorize Dale Unruh’s placement of a new boathouse in slip 17 at the Kaslo Bay Marine Club.

**ATTACHMENTS:**

- Development Permit Application
- Planning Report
- Lakeshore Protection Development Permit Area (Official Community Plan excerpt)

**BACKGROUND:** An application for a Lakeshore Protection Development Permit (DP) submitted by Dale Unruh has been received and reviewed by staff. The proposal complies with the relevant provisions of the Official Community Plan and staff recommends authorizing the development. A Council resolution is required to approve the DP.

**DISCUSSION:**

There is no cost or financial benefit to the Village associated with this action.

This action is not directly related to any of the corporate priorities identified in the 2023-2026 Strategic Plan.

No public notification is required or planned.

**OPTIONS:**

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Approve the DP. *The new boathouse will be permitted, subject to any restrictions imposed by the Kaslo Bay Marine Club.***
2. Approve the DP with [specified] conditions. *Mr. Unruh will be advised of any conditions that must be met prior to approval. The development can proceed provided the requirements are met.*



3. Do not approve the DP. *Mr. Unruh will be advised that the proposed development can not proceed.*
4. Refer back to staff for further review and report.

**FINANCIAL CONSIDERATIONS:**

The application fee of \$250 has been received. As per section 16.4.5.2 of the Official Community Plan, the applicant can be invoiced for the cost of obtaining the planning report.

**POLICY & LEGAL CONSIDERATIONS:**

The proponent is responsible for ensuring that all required permits are in place.

**RESPECTFULLY SUBMITTED**

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Catherine Allaway, Corporate Officer

cc:

**CAO COMMENTS:**

None

APPROVED FOR SUBMISSION TO COUNCIL:



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Robert Baker, Chief Administrative Officer

March 21, 2024

---

Date



March 19, 2024

**LAKEFRONT PROTECTION DEVELOPMENT PERMIT  
PLANNING REPORT  
DP 2024-04**

Address: Boat House 17, Kaslo Bay Marine Club, 518 Kaslo Bay Road

PID: n/a

Occupant: Dale Unruh, Quality Property Development Inc.

Overview: The applicant proposes to install a new prefabricated dock and boat house.

Zoning: C-1 Waterfront Commercial

OCP: Waterfront Development Area, Lakefront Protection DPA

**Background:**

The applicant has applied for a Lakefront Protection Development Permit for a new boat house and dock to replace an existing boat house and dock at slip 17 of the Kaslo Bay Marine Club leasehold.

Section 16.4 of the Official Community Plan requires that construction, erection or alteration of buildings and structures, including boat launches, floating structures, docks and boat houses require a development permit. Within the existing boat club Crown lease area, an Environmental Impact Assessment is not required for construction or alteration of a dock or boathouse.

**Discussion:**

The proposed structures are being professionally assembled by a reputable local supplier (Nelco Marine), including a manufacturer's warranty according to the documentation and plans provided. The past practice of the RDCK Building Department has been to not issue building permits for boat houses as they do not want to assume liability for their construction. The Village of Kaslo requires that boat club occupants carry liability insurance. The Village may consider temporary insurance or a surety from the applicant to ensure the safe removal and disposal of the existing structure, as allowed under s. 16.4.3.9 of the OCP.

The new structure's design is clean and aesthetically pleasing. Section 16.4.3.7 of the OCP states that the design and colours should respect the Village's Heritage Building Design Guidelines. The proposed colour and materials appear to be compatible.

Land Use Zoning Bylaw 1130 does not have regulations under the C-1 zone that are applicable to this type of development, other than a marina being a permitted use.

Box 576, Kaslo, BC V0G 1M0  
Tel. 250-353-2311 Fax. 250-353-7767  
E-mail: [admin@kaslo.ca](mailto:admin@kaslo.ca) <http://www.kaslo.ca>

**Conclusion:**

The proposed development meets the requirements and intent of the Lakefront Protection DPA.

Prepared by: Ian Dunlop, Dun-Map Inc.  
Planning contractor for the Village of Kaslo

CAO Approval:



## VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

(for use with Bylaw 1283)

### TYPE OF APPLICATION

- |   |  |
|---|--|
| <input type="checkbox"/> Rezoning/Land Use Bylaw Amendment<br><input type="checkbox"/> Official Community Plan Amendment<br><input checked="" type="checkbox"/> Development Permit _____<br><input type="checkbox"/> Development Variance Permit<br><input type="checkbox"/> Temporary Use Permit | <b>Type of Development Permit</b><br><input type="checkbox"/> Heritage & Commercial Core<br><input type="checkbox"/> Lakefront Protection<br><input type="checkbox"/> Stream Protection<br><input type="checkbox"/> Wildfire |
|---|--|

Refer to the current Fees and Charges Bylaw for current application fees.  
Do not use this form for Building Permit or Subdivision applications.

### DESCRIPTION OF PROPERTY

Civic Address: \_\_\_\_\_ PID \_\_\_\_\_

Legal Description (from title document):  
\_\_\_\_\_

### CONTACTS

#### Applicant:

Name Gordie Burns		Company Nelco Marine & Build-A-Dock	
Address PO BOX 39,		City Nelson, BC	
Email nelcomarine@gmail.com		Postal Code V1L 5P7	
Phone 250-354-9011	Cell N/A	Fax N/A	
Signature of Applicant		Date December 20, 2023	

#### Owner, if the Applicant is not the Owner:

Name Dale Unruh, President & CEO		Company Quality Property Developments Inc.	
Address 8712A 109 Street		City Edmonton, AB	
Email d.unruh@qualityprop.ca		Postal Code T6G 1E9	
Phone [REDACTED]	Cell [REDACTED]	Fax N/A	

*The "Authorization of Owner" form signed by the owner(s) is also required.*

#### OFFICE USE ONLY

Date	Dev. File No.
Received By	Folio No.
Receipt No.	Fees \$



VILLAGE OF KASLO  
DEVELOPMENT APPLICATION FORM

Authorization of Owner to make an Application

Re: Civic Address \_\_\_\_\_

I/We Dale Unruh, President & CEO, Quality Property Development Inc.

are the registered owner(s) of (legal description) See Full Legal of Private Lands

I/We hereby authorize Gordie Burns, Nelco Marine & Build-A-Dock  
(please print name)

to apply for the following:

- Rezoning/Land Use Bylaw Amendment
- Official Community Plan Amendment
- Development Permit
- Development Variance Permit
- Temporary Use Permit

and to be my/our representative in this matter.

\_\_\_\_\_  
[Redacted Signature]

December 20, 2023  
\_\_\_\_\_

\_\_\_\_\_  
[Redacted Signature]

Signature of Owner

Date

Signature of Witness

Dale Unruh  
\_\_\_\_\_

Remy Leahy  
\_\_\_\_\_

Name of Owner (print)

Name of Witness

\_\_\_\_\_  
[Redacted Address] Edmonton, AB

\_\_\_\_\_  
[Redacted Phone]

Address

Phone

Signature of Witness

Signature of Owner

Date

Signature of Witness

Name of Owner (print)

Name of Witness

Address

Phone

Signature of Witness

This form must be signed by all persons named on the title certificate.



## VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

### ***A complete application for Rezoning and or Development Permit contains:***

- Fully completed application form
- Letter explaining details of the proposal, rationale, and justification (see attached "Rationale for your proposal" sheet for guidance)
- Copy of current Certificate of Title, no older than 30 days, including any title restrictions e.g. restrictive covenants, easements, rights of way.
- Site, Servicing and Landscape Plans (see attached "Plan Submission Details" sheet for guidance)
- Plan of survey or BC Land Surveyors Certificate (BCLS) confirming current parcel size, location of existing and proposed buildings and if subdivision is proposed, the lot layout and sizes
- Plans and elevations of proposed construction.
- One complete sets of the above plans in hardcopy form printed at a clearly legible size
- One complete set of the above plans in electronic PDF document format.
- Application Fees (the appropriate fees must be submitted at the time of application although additional fees or securities may be assessed later and must be submitted prior to issuance of a permit)

*Village staff can assist you with obtaining a certificate of title and plan documents, photocopying, and scanning documents to PDF for set fees. Depending on the nature of your application, a hand-drawn sketch may be accepted in some cases, or we may require drawings professionally prepared by a surveyor, architect, or engineer. An application is not considered complete until all of the documents necessary to review the application are submitted.*

### **Supplementary Information (to be determined based on the development size and permit type)**

- Archaeological Impact Assessment
- Environmental Impact Assessment
- Geotechnical Engineering Report
- Infrastructure Impact Study (i.e. transportation, parking, water, sewer, drainage)
- Contaminated Sites Information if required under the Environmental Management Act
- Three-Dimensional scale renderings showing the massing and siting of the proposed development in relation to neighbouring buildings
- FireSmart Assessment
- Other information specified in the Official Community Plan guidelines for specific permit areas.



## VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

### Plan Submission Details *(all plans must be submitted in metric)*

#### Site Plan Data Table

- owner/applicant's name,
- civic and legal address,
- project description,
- site area and site coverage (net after dedication of road and park),
- total floor area ratio (FAR/FSR),
- all setbacks,
- number of units by type and size,
- parking requirements and calculations,
- height of building,
- total impervious surface area (building footprints, paved and covered areas),
- ratio of open space to total site area; and
- notation of any requested variances

#### Site and Servicing Plan

- North arrow and scale
- Dimensions of property lines, rights of way, easements
- Dimensions and setbacks of proposed and existing buildings and structures; separation to all buildings on and off site
- Projections/overhands into setback areas
- Location of existing and proposed access, sidewalks, curbs, boulevards, edge of pavement and transit stops at grade
- Location, numbering and dimensions of all vehicle and bicycle parking, disabled persons' parking, maneuvering aisles, vehicle stops and loading at grade
- Natural and finished grades of site at buildings and retaining walls (indicate source of grade data)
- Existing and proposed contour intervals of 0.5 m
- Elevations at parcel corners and spot elevations along property lines, at curb, at building corners and other key locations
- Locate all existing water lines, wells, septic fields, sanitary sewer and storm drain facilities, including sizes
- Location and dimensions of all free-standing signs
- Dimensions of area meeting Open Space requirement
- Existing and proposed covenant/easement areas
- Conceptual servicing both on and off-site (water, sewer, storm drains, hydro, telephone, cable, gas, including water flows according to Fire Underwriters Survey
- All site and boulevard trees within the area to be developed with numbers referencing numbered metal tree tags affixed to trees; show protected root zone or critical root zone

#### Floor Plans, Elevations and Sections (min. scale 1:100)

- Uses of spaces and building dimensions
- Building finishes, materials and colours (including product numbers and sample colour chips of exterior finishes)
- Natural, average and finished grades; elevations of finished floor(s), roof & building height
- Locations and sizes of roof mechanical equipment, stairwells and elevator shafts that protrude above the roof line
- Building sign details (location, type, dimension, illumination)
- Minimum of 2 sections of site and building (from curb/property line to curb, as applicable); in perpendicular directions (e.g. N-S, E-W)
- Sections to include portions of building dedicated to vertical circulation of people and vehicles





## VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

(e.g. stairwells, ramps etc.)

- Location of sections to be shown on the Site and Servicing Plan

### Landscape Plan (same scale as Site Plan)

- Conceptual Landscape plan showing location, size, species of proposed plantings and trees, and existing vegetation to be retained; installation as per BCLNA/BCSLA standards noted on plans
- Major topographical features (e.g. watercourse, outcrops)
- Surface storm water management features (rain gardens, swales, permeable paving)
- Rare or endangered species or habitats
- Existing and proposed covenant areas
- All screening (garbage/refuse collection), paving, retaining walls, fencing and other details
- Cost estimate for hard and soft landscaping
- Contour intervals of 0.5 m
- Elevations at parcel corners and spot elevations along property lines, at curb, at building corners and other key locations
- Extent of underground structures in dashed line

## Contaminated Sites Information

Under section 40 of the *Environmental Management Act*, an applicant for some matters referred to in this Bylaw must submit to the municipality a Site Profile in respect of properties that are or were used for commercial or industrial purposes, as defined in the *Environmental Management Act* and the Contaminated Sites Regulation, Schedule 2 - Activities. For specific requirements see the Act and Regulation.

Site profile and other forms are available at:

<http://www.env.gov.bc.ca/epd/remediation/forms/index.htm>

More information is available at <http://www.env.gov.bc.ca/epd/remediation/cs101.htm>

Please indicate if the subject property qualifies for any of the exemptions from requiring a Site Profile under section 4 of that Regulation and state your reasons:

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\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



## VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

### Rationale for Your Proposal

A complete application includes a letter addressed to Mayor and Council, or a report, explaining details of the proposal that also provides a rationale and justification for the application. This information is required to assist Council, staff, and the community in the review of your proposal. The following questions are provided to guide you in the preparation of your letter and application (some or all may be applicable):

- Does the proposal conform to the recommendations of the Official Community Plan and any other relevant municipal policies?
- What are the economic, environmental and social/cultural benefits of your proposal e.g. increased tax base, number of jobs, housing affordability etc.?
- What is the demonstrated public need or demand for the proposal? Does the location meet a demand or need which is not met in this location?
- Is the public infrastructure (e.g. sewer, storm sewer, water, roads, sidewalks, parks etc.) adequate in this area to meet your proposal? If not how does your proposal address infrastructure and service requirements?
- Does your proposal complement or improve conditions existing in the surrounding area? What other effects would this proposal have on the immediate neighbours? Consider traffic, noise, activity levels, odours, removal of natural landscape and trees, privacy, views etc?
- How well does the proposed development relate to the community? Is the design in keeping with existing or anticipated development in the community? Consider building height, massing, orientation, setbacks and streetscape. Consider also historical and heritage features in the area and whether they are addressed in Kaslo's Official Community Plan.
- How does your proposed development consider energy efficiency, the use of fire-resistive building materials and landscape practices so it is less susceptible to environmental hazards and the impacts of climate change.
- If you are applying for a Development Variance Permit, why is it not possible or practical for your proposed development to conform with the bylaw requirements? Have you considered alternatives that would reduce the variances needed?
- If you are applying for a Heritage and Commercial Core Development Permit, please indicate the Heritage Design Guidelines and Colours applicable to your development or why it is not possible or practical to comply with certain guidelines.

Mayor and Council

December 6, 2023

RE> Requesting Approval for a New Build to Replace Old Failing Structure at the Kaslo Bay Marine Club - Boat House 17 - See photo

Nelco Marine has been commissioned by Dale Unruh to replace his old boathouse (#17) with a new structure.

Due to logistics and feasibility this structure will not be built on site but rather elsewhere and simply floated into place and tied to the Kaslo Bay Marine Club docks.

The old 7.31m or 24' wide structure will be removed from KBMC and disposed of - by others and be replaced by a new 7.01m or 23' wide structure from Nelco Marine

See attached drawing of structure:

**Dimensions** – 7.01m or 23' W x 12m or 40' L x 3.65m or 12' H Walls w/ 6:12 Pitch

### **Materials**

- \* **Floats:** 100% flotation - 24" and 32" ACE Roto - Mold Foam Filled - (Closed Cell) - #1 Float in the Marine Industry - Endorse by the US Army Corps of Engineers - 15-year warranty - see [www.nelcomarine.com](http://www.nelcomarine.com)
- \* **Frame:** Steel Truss Frame - Hot dipped Galvanized after fabrication 2" x 2" x 3/16" angle iron - see [www.nelcomarine.com](http://www.nelcomarine.com)
- \* **Yoke/Finger Spreader:** 2" x 2" x 3/16" HSS Steel - Hot Dipped Galvanized after fabrication
- \* **Sleepers:** 2" x 4" Recycled Plastic Lumber and Fascia 2" x 12" Recycled Plastic Lumber - see [www.tangentmaterials.com](http://www.tangentmaterials.com)
- \* **Decking:** Snap Decking - Composite Deck Panels - see [www.snapdock.ca](http://www.snapdock.ca)
- \* **Building:** All Steel Building - 2" x 3" and 2"x 4" Steel Studs and Trusses [www.easybuildstructures.ca](http://www.easybuildstructures.ca)
- \* **Siding:** Metal Clad - Exterior Walls and Sides and Interior Walls - see [www.](http://www.)
- \* **Insulation:** 100% Reflective Foil Barrier - Roof and Walls
- \* **Boat Door:** Remote Curtain by Simons Garage Doors
- \* **Man Door:** Metal Clad

Attached:

- a) Examples of floating platform
- b) Drawing of Easy Build's Metal Structure
- c) Examples of another boathouse – same construction
- d) Example of old boathouse #17















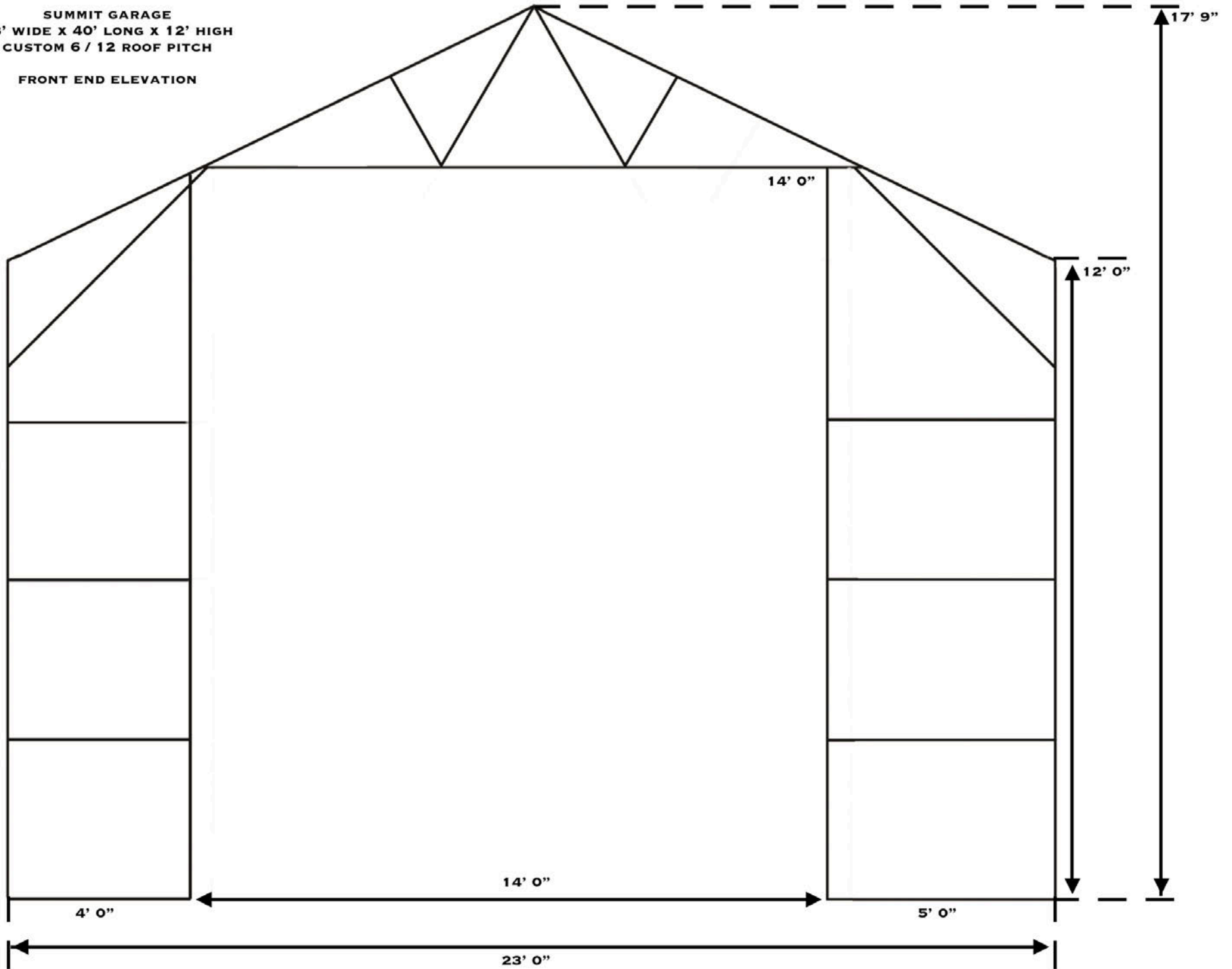




NELCO MARINE  
UNRUH BOAT HOUSE

SUMMIT GARAGE  
23' WIDE X 40' LONG X 12' HIGH  
CUSTOM 6 / 12 ROOF PITCH

FRONT END ELEVATION

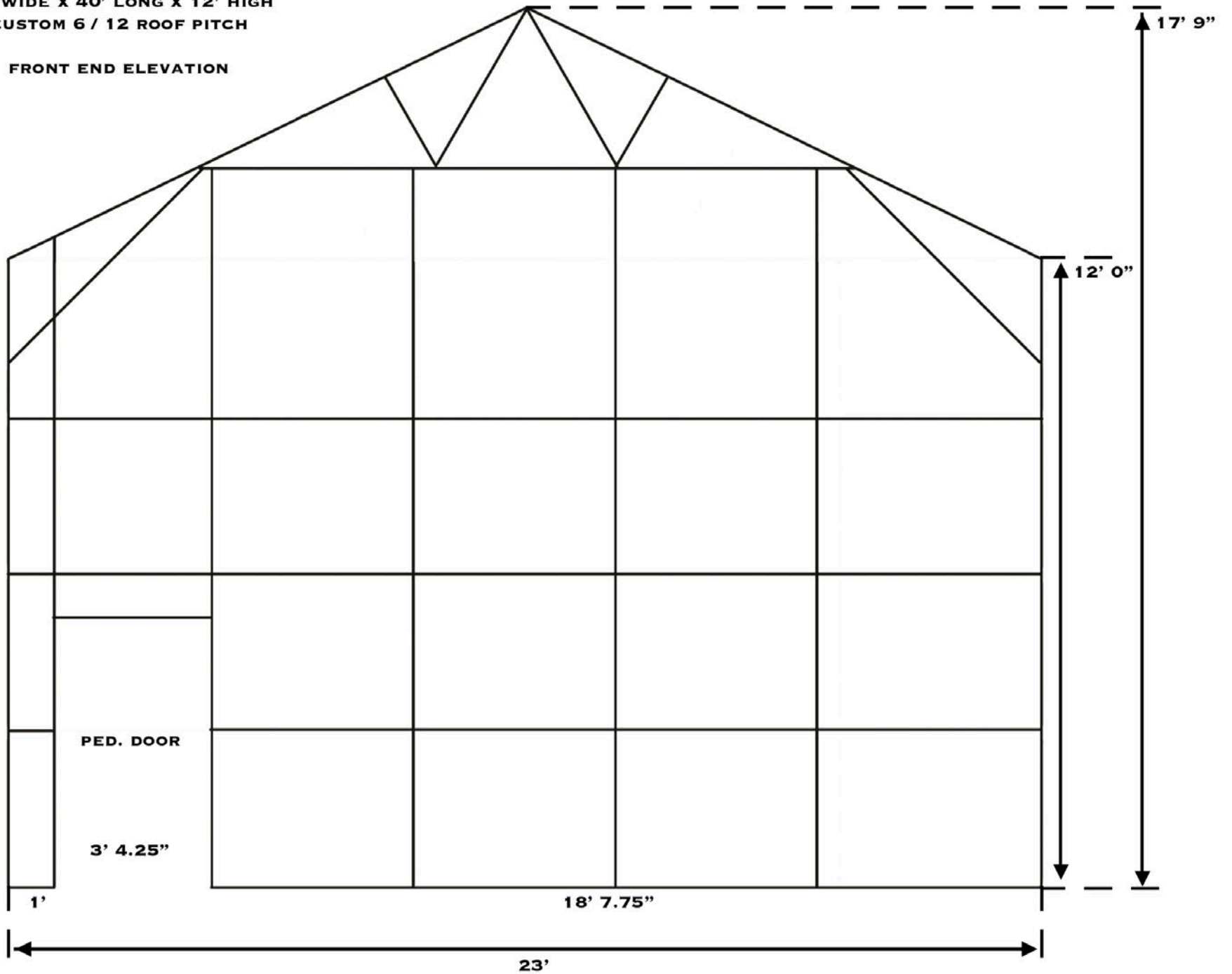




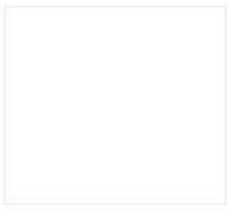
NELCO MARINE  
UNRUH BOAT HOUSE

SUMMIT GARAGE  
23' WIDE X 40' LONG X 12' HIGH  
CUSTOM 6 / 12 ROOF PITCH

FRONT END ELEVATION



## CLASSIC / COMMERCIAL COLOURS



BRIGHT WHITE  
QC 8783



CAMBRIDGE WHITE  
QC 8695



WHITE WHITE  
QC 8317



BONE WHITE  
QC 8273



STONE GREY  
QC 8305



REGENT GREY  
QC 8730



ANTIQUÉ LINEN  
QC 8696



LIGHT STONE  
QC 9367



GOLD  
QC 8276



TAN  
QC 8315



BUCKSKIN  
QC 9202



INT'L ORANGE  
QC 8234



DARK RED  
QC 8250



MEDIUM GREEN  
QC 8329



MELCHER'S GREEN  
QC 8307



SLATE BLUE  
QC 8280



ROYAL BLUE  
QC 8790



HERON BLUE  
QC 8330



CHARCOAL  
QC 8306



IRON ORE  
QC 8614



COFFEE  
QC 8326



DARK BROWN  
QC 8229



BLACK  
QC 8262

### 16.4 Lakefront Protection DPA

#### 16.4.1 Context and Purpose

The Village is located adjacent to an important water ecosystem (Kootenay Lake) that is used by residents and visitors. The Lakefront Protection DP Area is designated to protect the natural beauty of Kootenay Lake's shoreline, protect the area as a natural resource and as a water source for many users.

The Lakefront Protection DPA is established for the purpose of protecting the natural environment and protection from hazardous conditions, pursuant to Sections 488(1)(a) and 488(1)(b) of the Local Government Act and ensuring that development does not negatively impact the high-quality functioning of the lakefront, lake and foreshore ecosystems.

The lands within the Lakefront Protection DPA are defined in Map C. This DPA generally includes properties that are within 30 metres of the natural boundary of Kootenay Lake and certain upland areas beyond this threshold that are integral to the lakeshore ecosystem, at risk of erosion or inundation, as shown on Map C. The DPA also includes village properties and tenures within the lake and Kaslo Bay.

The Kootenay Lake Partnership, which includes the Village, developed the Shoreline Guidance Document to advance sustainable management of the lake and our natural surroundings (see <http://kootenaylakepartnership.com/>). The document is a key reference for preparing an environmental impact assessment and evaluating proposed development within the Lakefront Protection DPA.

#### 16.4.2 Regulated Development

Within the Lakefront Protection DPA, no change of land use, subdivision, or site alteration is allowed without a Development Permit.

The Lakefront Protection DPA regulates the following activities:

- i. disturbance of soils;
- ii. aquatic vegetation removal;
- iii. construction, erection or alteration of buildings and structures, including boat launches, floating structures, docks and boat houses;
- iv. creation of non-structural impervious or semi-pervious surfaces;
- v. construction or maintenance of flood and erosion protection works;
- vi. preparation for or construction of roads, trails, docks, boat launches, wharves and bridges;
- vii. provision of sewer and water services;
- viii. drawing or discharge of water;
- ix. development of drainage systems;
- x. development of utility corridors;
- xi. blasting and pile driving; and
- xii. moorage.

#### 16.4.3 Guidelines

1. A development permit under this section may not be issued before other required approvals or permits are obtained from provincial or federal authorities having jurisdiction.
2. New roads and septic systems are discouraged but, if necessary, the design and construction of the road or septic system shall be supervised by a qualified professional to ensure that the DPA objectives are met.
3. Areas for a motorized and non-motorized boat launch area are permitted if boat launch ramps are located on stable, non-erosional banks, but no motorized boat launch shall be permitted east and south of Moyie Beach to the mouth of Kaslo River.
4. Development in the DPA, from Moyie Beach, east and south to beyond the mouth of Kaslo River except for the Logger Sports ground, shall be limited to passive recreational

## LAND USE PLAN

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amenities, such as walking and multi use trails, natural parks areas, non-motorized pleasure craft launches, and park benches.

5. Negative visual impact of a development to the natural setting, views of the lake and landscape should be minimized.
6. An Environmental Impact Assessment prepared by a qualified professional is required for all new development and should include the following information:
  - a. An assessment of ecological, cultural values and archaeological potential following the Shoreline Guidance Document and mapping (see <http://kootenaylakepartnership.com/>).
  - b. Identification of mitigation options and design alternatives to minimize and avoid potential negative impacts of the proposed development on ecology, cultural values and archaeology, including post-construction restoration.
  - c. A geotechnical analysis of slope stability for slopes of 30% or more.
  - d. Measures to maintain or improve the integrity and function of the riparian area.
  - e. A revegetation plan to improve natural control erosion, protect banks, and protect riparian and fish habitat may also be required.
7. Design of buildings should respect the Village of Kaslo Building Design Guidelines and the Colour Design Guidelines and be constructed of high-quality, stable materials, including finishes and preservatives, that will not degrade water quality.
8. Docks should be constructed so that they do not rest on the bottom of the foreshore at low water levels.

9. The village may require security from the applicant in excess of the estimated cost of post-construction mitigation or habitat restoration as surety the work is completed.





### 16.4.4. Exemptions

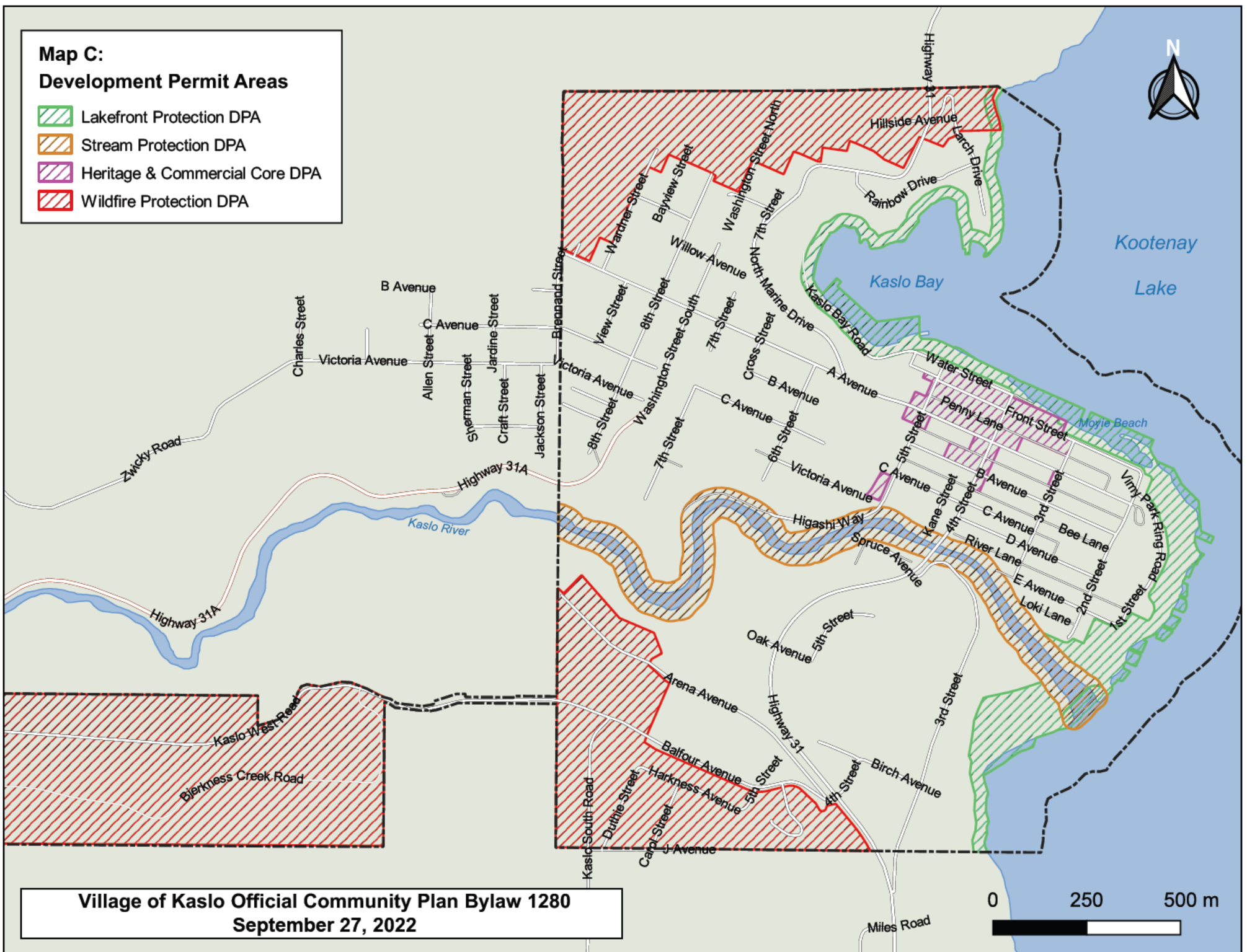
1. Within the existing boat club and public dock Crown lease area:
  - a. An Environmental Impact Assessment is not required for construction or alteration of a dock, or boathouse.
  - b. A Lakefront Protection DP is not required for moorage.
2. Maintenance of existing works and infrastructure.

### 16.4.5 Application and Review Procedure

1. An application for a Lakefront Protection DP shall include a plan of the development along with an Environmental Impact Assessment, and other information or professionally prepared reports requested by the village.
2. The village may obtain independent professional advice or peer review of the reports submitted with application at the expense of the applicant.
3. Issuance of a Lakefront Protection DP shall be decided by Council within a reasonable time after the village has received a complete application, which should include all required permits and approvals from other authorities having jurisdiction.

**Map C:  
Development Permit Areas**

-  Lakefront Protection DPA
-  Stream Protection DPA
-  Heritage & Commercial Core DPA
-  Wildfire Protection DPA



**Village of Kaslo Official Community Plan Bylaw 1280  
September 27, 2022**



DATE: March 21, 2024

FILE NUMBER:

TO: Robert Baker, Chief Administrative Officer

FROM: Colin Hawkins, Manager of Strategic Initiatives

SUBJECT: Contract Award - Design and Construction Services for Ultraviolet Disinfection at the Water Treatment Plant (Project IG0568)

DEPARTMENTS: Engineering and Public Works

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**1.0 PURPOSE:**

For Council to consider awarding the contract for the Design and Construction Services for Ultraviolet Disinfection upgrades within the Water Treatment Plant.

**2.0 RECOMMENDATION:**

THAT Kerr Wood Leidal Consulting Engineers be awarded the contract for Design and Construction Services for the Ultraviolet Water Treatment Package, all for the sum of \$72,636 (excluding taxes), as outlined in their proposal dated 15<sup>th</sup> March 2024, AND FURTHER, that staff be authorized to execute the contract.

**3.0 BACKGROUND:**

In January 2022, the Village hired an engineering consultant to provide a general review of the Village's water treatment plant operations and identify upgrading options to bring the treatment plant into compliance with Provincial treatment objectives. A key concern that the consultant identified was that the plant does not currently comply with the log reduction requirements for reduction or inactivation of Giardia and Cryptosporidium. This deficiency is typically resolved in direct filtration plants by adding ultraviolet disinfection.

In February 2022, Council passed a resolution for staff to submit an application for grant funding to the Investing in Canada Infrastructure Program (ICIP) for Ultraviolet Disinfection at the Water Treatment Plant. In 2023, the Village received notice that it was successful with its grant application, and a shared cost agreement was signed with the grant funding body. Please see *Financial Considerations* for additional commentary.

On February 29, 2024, the Village issued a Request for Proposal (RFP) for Water Treatment Plant Ultraviolet Treatment Design. The scope includes engineering and construction management services. The RFP closed on March 15, and 2 proposals were received. The Village is now in a position to consider awarding the contract for Design and Construction Services.



**4.0 DISCUSSION:**

Kerr Wood Leidel Consulting Engineers (KWLCE) submitted a proposal in the amount of \$72,636 (excluding taxes). Their proposal included the *Required Elements* detailed in the RFP, and met the *Submission Instruction* requirements of the RFP. As such, their proposal is deemed acceptable.

Ecora Engineering & Resource Group (EERG) submitted a proposal in the amount of \$109,870 (excluding taxes). Their proposal included the *Required Elements* detailed in the RFP, and met the *Submission Instruction* requirements of the RFP. As such, their proposal is deemed acceptable.

Proposals have been evaluated based on the *Evaluation Criteria* detailed in the RFP, and the staff recommendation is based on the following results:

Criteria	Weighting	KWLCE	EERG
1.Experience & Expertise	20	18	16
2.Capacity (including personnel)	15	13	12
3.Methodology & Schedule	25	22	20
4.Fee Proposal	40	25	30
5.Sustainability	5	4	1
<b>Total</b>	<b>105</b>	<b>92</b>	<b>79</b>

**5.0 OPTIONS:**

1. **The Village award the contract to Kerr Wood Leidel Consulting Engineers to perform Design and Construction Services for the Ultraviolet Disinfection upgrades.**
2. The Village award the contract to Ecora Engineering & Resource Group to perform Design and Construction Services for the Ultraviolet Disinfection upgrades.
3. The Village refrain from awarding the contract, and refer the matter back to staff for further review and report.

**6.0 FINANCIAL CONSIDERATIONS:**

The total budget for the Water Treatment Plant upgrade project is \$1,018,000. Within this budget, \$110,000 has been allocated for Design and Construction Services.

The maximum ICIP grant funding contribution will be \$746,499, and the Village’s contribution is budgeted at \$271,501 which would be funded from the Water Reserve account. Any shortfall in funding would be the responsibility of the Village.

The proposal provided by Kerr Wood Leidal is \$72,636, which can be afforded within the budget allocation. In the event that there are unforeseen expenses or changes to the scope of work for Design and Construction Services, there would be \$37,364 available within the allocated budget. The proposal provided by Ecora Engineering & Resource Group is \$109,870 and could also be afforded within the budget.

The total project budget also includes a \$169,500 contingency for any unforeseen design or construction expenses (approx. 20% of the budget for engineering and construction).



## **7.0 POLICY & LEGAL CONSIDERATIONS:**

In January 2017, the BC Medical Health Officer directed Drinking Water Officers to target full compliance with provincial treatment objectives by large water systems using surface water sources by 2025. A large system is deemed to serve more than 500 people. The Village of Kaslo currently supplies water from surface sources to an estimated population of 1,150. These provincial treatment objectives give requirements to address the microbiological parameters affecting surface water (enteric viruses, pathogenic bacteria, Giardia cysts and Cryptosporidium oocysts). By performing the Ultraviolet Disinfection upgrades, the Village will be demonstrating its compliance with the provincial treatment objectives.

## **8.0 STRATEGIC PRIORITIES:**

The 2023-2026 Corporate Strategic Plan identifies Infrastructure, Technology, and Energy as a key area of focus. Within this context, Water Treatment Plant UV System upgrades is identified as a priority, and was impetus for the Village to seek grant funding and allocating financial resources within its 5-Year Financial Plan towards this project.

## **9.0 OTHER CONSIDERATIONS:**

The final design must be approved by Interior Health before a tender for construction and permit will be issued. The design requirements are broadly known based on the consultant's experience with similar projects, but the final design could be slightly different from what is currently anticipated and budgeted for. Notwithstanding the risk, the Village developed its scope of work based on the Interior Health Specialist Environmental Health Officer's guidance, and so the risk of a significant change in scope is deemed low. Please also see commentary regarding contingency within the *Financial Considerations* section of this report.

## **RESPECTFULLY SUBMITTED**



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Colin Hawkins, Manager of Strategic Initiatives

## **ATTACHMENTS:**

None.

**CAO COMMENTS:**

Further to the commentary above, please be advised of the following project schedule. If the contract is awarded, then staff would immediately begin to work with the consultant in specifying the equipment. Once the specification is complete, staff would then issue a Request for Quotation (RFQ) to order the equipment. The intent is to issue this RFQ by May in order to expedite its delivery and installation, whereby the lead-time for equipment is estimated at 12-16 weeks. While the equipment is in production, the consultant will be finalizing drawings, and liaising with Interior Health (IH) to ensure the design meets their requirements. Review by IH could take up to 2 months, and once approved, staff would issue a tender package for construction that identifies the Village has already ordered the equipment. The Village will eventually hand the equipment order over to the successful construction contractor, for warranty purposes. The construction tender will close at roughly the same time that equipment is expected to be delivered. All of these timelines are estimated, but the intention is for the equipment to be commissioned and fully operational by year end.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

March 21, 2024

Date

DATE: March 21, 2024 FILE NUMBER:  
TO: Robert Baker, Chief Administrative Officer  
FROM: Catherine Allaway, Corporate Officer  
SUBJECT: Federation of Canadian Municipalities Conference Attendance  
DEPARTMENTS:

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**PURPOSE:** To consider authorizing expenses for Councillor Leathwood to attend the 2024 FCM convention in Calgary.

**RECOMMENDATION:**

THAT Councillor Leathwood [be authorized/not be authorized] to attend the 2024 Federation of Canadian Municipalities conference in Calgary from June 6-9, with expenses paid pursuant to municipal policy.

**ATTACHMENTS:**

- Draft Program of Events
- Remuneration Bylaw 1199, 2017

**BACKGROUND:**

Councillor Leathwood has expressed interest in attending the 2024 Federation of Canadian Municipalities (FCM) conference in Calgary from June 6-9, rather than attending the 2024 UBCM Convention. A Council resolution is required to authorize reimbursement of expense costs, pursuant to Remuneration and Expense Bylaw 1199, 2017 (as amended).

**DISCUSSION:**

The 2024 FCM conference provides excellent learning opportunities for participating elected officials, and a chance to connect with peers from across the country. This action is not directly related to any of the corporate priorities identified in the 2023-2026 Strategic Plan. No public notification is required or planned.

**OPTIONS:**

Recommendation is indicated in **bold**. Implications are in *italics*.

1. Authorize FCM attendance with expenses paid. *Registration will occur prior to the early bird deadline and Councillor Leathwood will be reimbursed for the costs she incurs while representing the municipality, within the limits established by bylaw.*
2. Do not authorize FCM attendance with expenses paid. *Should Councillor Leathwood choose to attend FCM the Village will not cover her costs.*
3. Refer back to staff for further review and report.

**FINANCIAL CONSIDERATIONS:**

The Five Year Financial Plan bylaw includes amounts allocated for Council travel.

The current rates for expense reimbursement are as follows:

Item	2024
Mileage (per km)	\$0.58
Breakfast	\$24.35
Lunch	\$24.65
Dinner	\$60.45

The anticipated costs of attendance are very similar for the two events, as shown below:

Item	FCM	UBCM
Registration Fee (early bird rate)	\$1095	\$575*
Travel (mileage/flights)	\$699/\$864	\$845/\$702
Meals (\$89.45 per day)	\$537	\$626
Accommodation (**\$25 per day for homestay)	\$375**	\$1560
Per Diem (\$75 per day)	\$450	\$525
<b>TOTAL</b>	<b>\$2,781</b>	<b>\$3,988</b>

\*2023 figure, 2024 amount not yet available

Councillor Leathwood has indicated that she does not require accommodation in Calgary, which makes FCM attendance more economical. Early bird pricing (\$200 savings) for FCM registration is in effect until April 19.

**RESPECTFULLY SUBMITTED**

Catherine Allaway

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Catherine Allaway, Corporate Officer

cc:

**CAO COMMENTS:**

There is great value in having local elected officials engage at the provincial and federal levels of government, including attendance at events that help build relationships and bring back knowledge of programs and resources that will foster the community. Neither the FCM (June 6-9) or UBCM (September 16-20) Convention organizers have released their list of workshops, however the theme for the FCM Convention relates to a new Municipal Growth framework which could be of interest, and there will undoubtedly be information on grant funding streams that relate to Council's priorities, including retrofit and new building construction, sustainable and affordable housing, as well as the future of the Canada Community-Building Fund. Cost may also be a consideration for Council.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

March 21, 2024

Date

# Program

## FCM's 2024 Annual Conference and Trade Show

Get ready for an unforgettable experience in Calgary at **FCM's 2024 Annual Conference and Trade Show from June 6 to 9.**

Join us on our main stage to hear political keynote speakers, engaging plenary sessions and explore how a new Municipal Growth Framework can lay the groundwork for a brighter future for Canada.

Our workshop topics cover a wide range of themes, from fostering healthier work environments and enhancing climate resilience to developing strategic partnerships and mastering advocacy for your municipality's issues.

These sessions promise to address today's pressing municipal challenges like housing, infrastructure and climate adaptation, while also pinpointing avenues for advancements—such as how AI can improve municipal operations as well as public safety and holistic housing strategies.

At FCM's 2024 Annual Conference and Trade Show, we are ***Redefining our future***, together.

[REGISTER NOW](#)

### Schedule

*Program subject to change without notice.*

Thursday, June 6	
8 a.m.–3 p.m.	Exhibitor registration and move-in
8 a.m.–7 p.m.	Delegate registration
8:45 a.m.–1:30 p.m.	Study tours
10 a.m.–12 p.m.	Workshops — to be announced

12–1:30 p.m.	FCM Collective Luncheon — <i>Presented by CSA Group</i>
12:45–4 p.m.	Study tours
1:30–3:30 p.m.	Workshops — to be announced
4–5 p.m.	Regional caucus meetings
5:30–7:30 p.m.	Official Trade Show Opening and Reception — <i>Presented by Egg Farmers of Canada, Chicken Farmers of Canada, Turkey Farmers of Canada, Canadian Hatching Egg Producers and Dairy Farmers of Canada</i>
<b>Friday, June 7</b>	
6–7:30 a.m.	<i>Allons-y! Wellness Challenge — 5km — Presented by ParticipACTION, supported by Akran Marketing</i>
7–8 a.m.	Breakfast on the Trade Show floor
7 a.m.–2:30 p.m.	Exhibitor registration
7 a.m.–2:30 p.m.	Trade Show opening
7 a.m.–4:30 p.m.	Delegate registration
7:40–7:55 a.m.	Wellness moments — <i>Presented by YMCA Canada</i>
8–9 a.m.	Opening ceremony — <i>Presented by Rogers Communications</i>
9–9:30 a.m.	Political keynote
9:30–10 a.m.	Coffee break
10–11 a.m.	President's forum — <i>Presented by Egg Farmers of Canada, Chicken Farmers of Canada, Turkey Farmers of Canada, Canadian Hatching Egg Producers and Dairy Farmers of Canada</i>



11–11:30 a.m.	Political keynote
11:30 a.m.–12 p.m.	Trade Show time
12–1:30 p.m.	Lunch on the Trade Show floor — <i>Presented by Lidstone &amp; Associates</i>
12:45–5 p.m.	Study tours
1:30–1:45 p.m.	Trade Show prize draw
1:45–2 p.m.	Wellness moments — <i>Presented by YMCA Canada</i>
2–3 p.m.	Workshops — to be announced
2–3 p.m.	Ask the Experts
3–3:30 p.m.	Coffee break
3:30–4:30 p.m.	Workshops — to be announced
3:30–4:30 p.m.	Ask the Experts — <i>Presented by Destination Canada</i>
6:30–8:30 p.m.	Mayor's Welcome Reception
<b>Saturday, June 8</b>	
6–7:30 a.m.	<i>Allons-y! Wellness Challenge — 5km — Presented by ParticipACTION, supported by Akran Marketing</i>
7–8 a.m.	Breakfast on the Trade Show floor
7 a.m.–1:30 p.m.	Exhibitor registration
7 a.m.–2 p.m.	Trade Show opening

7 a.m.–6 p.m.	Delegate registration
7:40–7:55 a.m.	Wellness moments — <i>Presented by YMCA Canada</i>
8–9:30 a.m.	Resolutions plenary
9:30–10 a.m.	Political keynote
10–10:30 a.m.	Coffee break
10:30–11:30 a.m.	Rural forum — <i>Presented by CN</i>
11:30 a.m.–12 p.m.	Political keynote
12–1:30 p.m.	Lunch on the Trade Show floor — <i>Presented by Nuclear Waste Management Organization</i>
1:30–1:45 p.m.	Trade Show prize draw
1:45–2 p.m.	Wellness moments — <i>Presented by YMCA Canada</i>
2–3 p.m.	Workshops — to be announced
2–3 p.m.	Ask the Experts
2–5 p.m.	Study tours
3–3:30 p.m.	Afternoon break
3:30–4:30 p.m.	Workshops — to be announced
3:30–4:30 p.m.	Ask the Experts — <i>Presented by CUPE</i>
5–6.30 p.m.	Women in Local Government Reception — <i>Presented by Canadian Labour Congress</i>

5:30–7 p.m.	Francophone Reception
6–8 p.m.	Canadian Union of Public Employees (CUPE) Reception
6:30–9 p.m.	Rural, Northern and Remote Reception — <i>Presented by Canadian Telecommunications Association</i>
<b>Sunday, June 9</b>	
6–7:30 a.m.	<i>Allons-y! Wellness Challenge — 5km — Presented by ParticipACTION, supported by Akran Marketing</i>
7 a.m.–3 p.m.	Delegate registration
7–8 a.m.	Breakfast
8–10 am	Table Officers' Elections & AGM
10–10:30 a.m.	Coffee break
10:30 a.m.–12:30 p.m.	Selection of candidates for Board of Directors
12–1:30 p.m.	Lunch
1:30–2 p.m.	AGM and Ratification of 2024-2025 Board Directors
2–5 p.m.	Study tours
2–3 p.m.	Closing plenary — <i>Presented by Co-operators</i>
6–11 p.m. (doors 5:30 p.m.)	Host City Closing Gala

VILLAGE OF KASLO

BYLAW NO. 1199, 2017 As Amended. Consolidated to 2023.02.01

VILLAGE OF KASLO REMUNERATION BYLAW NO 1199

WHEREAS Council may provide for the payment of remuneration and benefits to Council members for discharge of the duties of office;

NOW, THEREFORE, Council of the Village of Kaslo, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited as “Remuneration and Expense Bylaw No. 1199, 2017” as amended.
2. In this Bylaw **Municipality** means the Village of Kaslo
3.
  - 3.1. There shall be paid in monthly installments out of annual revenue, an annual remuneration to Council members as follows:
    - a. to the Mayor, the amount of \$12,613.78 (January 1, 2019);
    - b. to the Councillors, the amount of \$6,627.69 (January 1, 2019)
    - c. to the Acting Mayor, when called upon to chair a Regular or Special in camera Council meeting in the absence of the Mayor, 10% of the monthly Mayor’s stipend as set out in subsection (a) in addition to the monthly remuneration paid to all Councillors as set out in subsection (b); and
    - d. to the Chairperson of a Standing Committee, for discharge of the duties of office in each month where a Standing Committee meeting is held, 10% of the monthly Councillor’s stipend as set out in subsection (b) in addition to the remuneration paid to all Councillors.
    - e. the amounts set forth in subsections (a) and (b) shall receive an annual adjustment based on the British Columbia Consumer Price Index (CPI) for the twelve month period January to December of the previous year. If the CPI is a negative amount, indemnity will not be reduced and will remain at the previous year’s level.
  - 3.2. In the event of any member of Council being physically absent from the municipality, or otherwise unable to discharge the duties of office, for any 16 days or more in any one month, the remuneration that would otherwise be due to that member shall not be paid to that member for that month in which the member is absent unless the member was able to participate by electronic means pursuant to the Procedure Bylaw.
4. Standard elected official health, dental and insurance group benefit plans will be made available for member(s) provided that there are sufficient participating members for group plan enrolment.

5. Council members, while representing the Municipality, engaged in municipal business or attending a meeting, course or convention away from the Municipality, will be paid by the Municipality, at cost, including applicable taxes unless otherwise specified for:

**5.1. Private car transportation**

- a. Mileage shall be reimbursed at rates published twice yearly by the National Joint Council of the Public Service of Canada (Federal Treasury Board).
- b. Reimbursement for parking essential to the business may be claimed, receipts are required, and parking machine tickets marked with the total paid and signed by the member are required.
- c. Members are responsible for ensuring the proper vehicle use is insured on the individual's own motor vehicle, and the Municipality accepts no responsibility for motor vehicle insurance.
- d. Should Council members elect to travel together in a private motor vehicle, only one mileage allowance shall be payable per vehicle.
- e. Whenever there is a choice of mode of transportation and the Council member elects to travel by use of a private motor vehicle, an allowance equal to the lesser of mileage or the most economical airfare available and connections, shall be paid.

**5.2. Public Transportation**

- a. Plane reservations required will be made through the Village of Kaslo office. Air travel is the accepted method of transportation except where the use of a private motor vehicle is more economical or seasonal risk of flight cancellation or diversion is considered elevated by the Chief Administrative Officer.
- b. Reimbursement of actual expenses for the member only incurred through the use of buses, ferries, taxis and tolls. Receipts are required.
- c. Car rentals, corporate rates where available. Receipts are required.

**5.3. Accommodation**

- a. Reservations are made, wherever possible, through the office.
- b. Accommodation expenses may be reimbursed based on single occupancy rates. Receipts are required for commercial accommodation.
- c. A member of Council who uses private accommodation may be reimbursed at the rate of \$25 per day.

5.4. DELETED

**5.5. Meal and Incidental Allowance**

- a. Reimbursement will be provided at the rates published by the National Joint Council of the Public Service of Canada (Federal Treasury Board) for each 24 hour period he/she attends meetings on behalf of the municipality. The allowance is intended to compensate for all meal and incidental expenses incurred while representing the municipality and are calculated as follows:

	DEPART PRIOR TO	RETURN AFTER	
BREAKFAST	7:00am		NTB RATE
LUNCH	12:00 noon	12:30pm	NTB RATE
DINNER	6:00pm	6:00pm	NTB RATE

- b. Advance allowance requests must be formally approved by the Chief Administrative Officer at least one week in advance of authorized travel or meeting attendance.
- c. Receipts are not required for approved meal and incidental allowance reimbursement.
- d. Where a meal is provided without charge or is paid from municipal funds, no claim can be made for that meal.

**5.6. Electronic devices for paperless Council meetings, available to Council members only**

- a. In the first year only of a four year term of elected office, or upon by-election in the first year of any service as a Council member, Council members will be reimbursed for the purchase of an electronic device suitable to conduct the business of Council meetings to a maximum of Five hundred dollars (\$500.00) upon provision of receipt. The electronic device becomes the property of the Council member upon acquisition, and the member is responsible for all costs of maintaining the device in working order.
- b. In the event of resignation by a Council member prior to expiration of the full term of office, the pro-rated value remaining of the electronic device is payable to the Municipality.

**5.7. Per Diem, available to Council members only**

- a. A per diem allowance, when on authorized Council business outside of the Municipality, of \$75 is allowable when absence from the Municipality exceeds Eight (8) hours.
6. Following attendance by Council members at meetings and/or conferences, a written or oral report shall be submitted to Council in a timely fashion. A written report of highlights in point form is acceptable.

VILLAGE OF KASLO

BYLAW NO. 1199, 2017 As Amended. Consolidated to 2023.02.01

7. Section 5 shall stand as the meeting and expense policies that govern the same for municipal employees, where applicable, in the execution of municipal business.
8. This Bylaw shall come into full force and effect retroactively on 1st January 2017.
9. Bylaws 1138 and 1169, Council Member Remuneration and Expense Bylaws, are hereby repealed.

READ A FIRST TIME this 14<sup>th</sup> day of February, 2017.

READ A SECOND TIME this 14<sup>th</sup> day of February, 2017.

READ A THIRD TIME this 14<sup>th</sup> day of February, 2017.

RECONSIDERED AND ADOPTED this 28<sup>th</sup> day of February, 2017.