



Agenda

Regular Meeting of Council

Tuesday, December 10, 2024

Council Chambers - City Hall
413 Fourth Street, Kaslo

Page

1. CALL TO ORDER

We respect and recognize the First Nations within whose unceded lands the Village of Kaslo is situated, including the Ktunaxa, Sinixt, and Sylix People, and the Indigenous and Metis Residents of our community.

The meeting is called to order at _____ p.m.

2. ADOPTION OF THE AGENDA

Recommendation:

THAT the agenda for the 2024.12.10 Council Meeting be adopted as presented.

3. ADOPTION OF THE MINUTES

8 - 12

[2024.11.26 Minutes DRAFT](#)

Recommendation:

THAT the minutes of the 2024.11.26 Council Meeting be adopted as presented.

4. DELEGATIONS

5. INFORMATION ITEMS

5.1 Council Reports

13 - 15

[Mayor's Report](#)

- [CBT Board Highlights](#)

Councillor Reports

5.2 Committee Meetings

16 - 17

[2024.11.27 Art & Heritage Committee Meeting Minutes](#)

5.3	Staff Reports CAO Report	
5.4	Correspondence <ul style="list-style-type: none"> • Kaslo Arena Association Board Minutes - 2024.10.28  • Columbia River Treaty Local Government Committee Activity Update - 2024.12.3  • S. Anderson RE: South Beach - 2024.11.27  • S. Clancy RE: South Beach - 2024.12.3  • J. Parkinson RE: South Beach - 2024.12.03  • UBCM Follow-Up RE: Meeting with RCMP - 2024.11.22  	18 - 29

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	Business Licence Amendment Bylaw No. 1307, 2024 <i>To consider making amendments to Business Licence bylaw.</i> Staff Report - Business Licence Amendment Bylaw No. 1307, 2024  Business Licence Amendment Bylaw 1307, 2024 - DRAFT  Public Notice - Bylaw 1307, 2024  <i>Recommendation:</i> <i>THAT Business Licence Amendment Bylaw No. 1307, 2024 be adopted.</i>	30 - 37
7.2	Fees & Charges Amendment Bylaw No. 1308, 2024 <i>To update water, sewer, and other fees listed in the Village's Fees & Charges Bylaw No. 1300.</i> Staff Report - Fees & Charges Amendment Bylaw No. 1308, 2024  Fees & Charges Bylaw 1308, 2024 (proposed)  <i>Recommendation:</i> <i>THAT Fees & Charges Amendment Bylaw No. 1308, 2024 be adopted.</i>	38 - 48
7.3	Kaslo Aerodrome Regulation Bylaw No. 1309, 2024 <i>To present the Kaslo Aerodrome Regulation Bylaw for Council's</i>	49 - 55

consideration.

[Staff Report - Kaslo Aerodrome Regulation Bylaw](#) 

[7.3.1 Kaslo Aerodrome Regulation Bylaw 1309, 2024.pdf](#) 

Recommendation:

THAT the Kaslo Aerodrome Regulation Bylaw No. 1309, 2024 receive first, second, and third readings.

- 7.4 Snow Clearing Policy 56 - 66
To seek revision to the Village's policy for Snow Clearing.

[Staff Report - Snow Clearing Policy](#) 

Recommendation:

THAT the Snow Clearing Policy be revised as presented in a Staff Report titled Snow & ice Control Policy dated November 19, 2024.

- 7.5 Kaslo Racquet Club Lease 67 - 82
To consider renewing the Kaslo Racquet Club's lease of municipal lands on Arena Ave.


[Staff Report - KRC Lease Renewal](#) 

[Draft 2025 - 2029 KRC lease](#) 

Recommendation:




THAT the Village lease a portion of Block 22, Plan 9499, District Lot 209, Kootenay Land District, to the Kaslo Racquet Club for a five (5) year term from January 1, 2025, to December 31, 2029, for \$400 in the first year with 3% increases in each subsequent year.

- 7.6 Kaslo Boat Club & Kaslo Bay Marine Club Leases 83 - 125
To consider sublease agreements with the Kaslo Boat Club and Kaslo Bay Marine Club for the purpose of operating and maintaining a marina.

[Staff Report - Kaslo Boat Club & Kaslo Bay Marine Club Leases \(leases attached\)](#) 

Recommendation:

THAT staff fully execute sublease agreements with the Kaslo Boat Club and Kaslo Bay Marine Club as detailed in the Staff Report titled Boat Clubs – Sublease Agreements dated November 18, 2024.

- 7.7 Housing Needs Report 126 - 177
To present Council with the Village's Housing Needs Report and seek direction for implementation.
[Staff Report - Housing Needs Report \(Needs Report Attached\)](#) 
- Recommendation:**
THAT the Village publish its Housing Needs Report (2024) on the Village website, AND
THAT the Village updates its Official Community Plan and Land Use bylaws to align with the Housing Needs Report (2024).
- 7.8 Canada Summer Jobs 2025 Grant Application 178 - 179
To consider applying for funding for a summer student for the public works department in 2025.
[Staff Report - Canada Summer Jobs 2025](#) 
- Recommendation:**
THAT the Village of Kaslo apply to the 2025 Canada Summer Jobs program.
- 7.9 UBCM CRI 2025 Grant Application 180 - 182
To consider applying funding for FireSmart programming in the Village of Kaslo through the Union of BC Municipalities (UBCM) 2025 Community Resiliency Investment (CRI) program.
[Staff Report - CRI 2025](#) 
- Recommendation:**
THAT Council approves applying to the UBCM Community Resiliency Investment 2025 FireSmart Community Funding and Supports Program for \$400,000 and up to \$200,000 for fuel modification projects, AND FURTHER,
THAT Council approve the Regional District of Central Kootenay (RDCK) to manage and deliver portions of the grant funding program on Kaslo's behalf including rebates, assessments, and neighbourhood programming.
- 7.10 Holiday Schedule and Gratuities 183 - 184
To confirm arrangements for the 2024 holiday season.

[Staff Report - Holiday Hours and Staff Gratuities](#) 

Recommendation:

THAT the Village Office close at noon on Friday, December 20, 2024, and reopen at 10:00 am on Thursday, January 2, 2025.

THAT Christmas gratuities in the amount of \$100.00, in Chamber Bucks if available, be provided to each Village staff member.

- 7.11 Acting Mayor and Council Appointments 185 - 186
To confirm the Acting Mayor and other appointments for January to December 2025.

[Staff Report - Acting Mayor & Council Appointments](#) 

Recommendation:

THAT the Village of Kaslo's Acting Mayor for the period January 1, 2025, through December 1, 2025, be as follows:

Councillor Bird: Jan, Nov, Dec

Councillor Brown: Feb, Mar, Apr

Councillor Lang: May, Jun, Jul

Councillor Leathwood: Aug, Sept, Oct

- 7.12 AKBLG 2025 187 - 188
To authorize attendance at the 2025 Association of Kootenay Boundary Local Governments Convention, with expenses paid.

[Staff Report - AKBLG 2025](#) 

Recommendation:

THAT CAO Baker, Mayor Hewat and Councillors Bird, Brown _____ be authorized to attend the Association of Kootenay Boundary Local Governments Convention in Kimberley from April 25-27, 2025, with expenses paid.

- 7.13 Beer Garden Licence - Kaslo Jamboree Hockey Tournament 189 - 192
To consider an application from the Kaslo & District Arena Association for a Beer Garden Licence for the Kaslo Jamboree hockey tournament.

[Staff Report - KJAM Beer Garden](#) 

[KJAM Beer Garden Licence Application](#) 

Recommendation:

THAT a Beer Garden Licence be granted to the Kaslo & District Arena Association for the 2025 Kaslo Jamboree hockey tournament on December 20-22, 2024

7.14 Winter in the Forest 2025 193 - 196

To seek Council direction regarding the 2023 Winter in the Forest event.

[Staff Report - Winter in the Forest 2025](#) 

[2024.12.01 email from J. Lay, KDCFS Admin](#) 

Recommendation:

THAT the Village provide support in principle and in-kind assistance from the Public Works crew to prepare the site for the Winter in the Forest event planned for February 17, 2025.

7.15 Castlegar Sculpturewalk 2025 197 - 204

To seek a decision from Council regarding the recommendation from the Art & Heritage Committee regarding a sculpture for Legacy Park.

[Staff Report - Castlegar Sculpturewalk 2025](#) 

[2024.11.27 Art & Heritage Committee Report](#) 

[Public Art Policy](#) 

Recommendation:

THAT the Village of Kaslo lease the sculpture “All Strings Attached” by Kate Tupper from Castlegar Sculpturewalk for installation in Legacy Park in 2025.

8. LATE ITEMS

9. IN CAMERA NOTICE

Recommendation:

THAT in accordance with Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following;

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

THAT persons other than Council members and municipal officers be excluded from the meeting.

The open meeting recessed at _____ p.m.

The open meeting reconvened at _____ p.m.

10. RAISED FROM IN CAMERA MEETING

11. ADJOURNMENT

Recommendation:

THAT the meeting be adjourned at _____ p.m.



2024.11.26 Council Meeting Minutes

Tuesday, November 26, 2024 at 6:00 PM

Council Chambers - City Hall 413 Fourth Street, Kaslo

Chair: Mayor Hewat
Councillors: Bird, Brown, Lang, Leathwood
Staff: CAO Baker, CO Allaway, Jessie Lay
Public: 18

1. CALL TO ORDER

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

2. ADOPTION OF THE AGENDA

2.1 Adoption of the agenda

236/24

THAT the agenda for the 2024.11.26 Council Meeting be adopted as presented.

CARRIED

3. ADOPTION OF THE MINUTES

237/24

THAT the minutes of the 2024.11.12 Council Meeting be adopted as presented.

CARRIED

4. DELEGATIONS – None

5. INFORMATION ITEMS

5.1 Council Reports

Mayor Hewat provided a verbal update on her recent activities in addition to her written report.

5.2 Committee Meetings

2024.11.18 Health Advisory Committee Meeting Minutes DRAFT

5.3 Staff Reports
CAO Report - CAO Baker provided an update on municipal projects and activities.

5.4 Correspondence

- 2024.11.07 Bath re South Beach
- 2024.11.12 Baer re Pickleball
- 2024.11.18 Baer re Pickleball
- 2024.11.20 Woodhurst re South Beach
- Kaslo & Area Senior Citizens Society - December 2024 Newsletter

6. QUESTION PERIOD - None

7. BUSINESS

238/24 7.1 Business Licence Amendment Bylaw No. 1307, 2024
THAT Business Licence Amendment Bylaw No. 1307, 2024 be given second and third reading as presented.

CARRIED

239/24 7.2 Fees & Charges Amendment Bylaw No. 1308, 2024
THAT Fees & Charges Amendment Bylaw No. 1308, 2024 be given first, second and third reading.

CARRIED

240/24 7.3 Temporary Licences of Occupation - Aerodrome
THAT a Temporary License of Occupation be issued to Tamarack Alpine Adventures from December 1, 2024 to November 30, 2025 with fees in accordance with the Village's Fees & Charges bylaw; AND

THAT staff seek an agreement with Tamarack Alpine Adventures to fund and construct groundside parking at the Kaslo Aerodrome for the 2025/26 winter season.

CARRIED

241/24

THAT a Temporary License of Occupation be issued to Kootenay Mountain Holidays from November 28, 2024 to November 27, 2025, at a cost of \$575.

CARRIED

7.4 Racquet Club Lease

242/24

THAT public notice be given of the Village's intent to lease of a portion of Block 22, Plan 9499, District Lot 209, Kootenay Land District, to the Kaslo Racquet Club for a five (5) year term from January 1, 2025 to December 31, 2029 for \$400 in the first year with 3% increases in each subsequent year.

CARRIED

7.5 Recycle BC Contract Renewal

243/24

THAT the Corporate Officer be authorized to sign the updated Master Services Agreement between the Village of Kaslo and Recycle BC and the Statement of Work for Curbside Collection that will take effect January 1, 2025.

CARRIED

7.6 2025 Council Meeting Schedule

244/24

THAT the 2025 regular Council meeting schedule be established as follows:

- **January 14th and 28th**
- **February 11th and 25th**
- **March 11th and 25th**
- **April 8th and 22nd**
- **May 13th and 27th**
- **June 10th and 24th**
- **July 8th and 22nd**
- **August 12th and 26th**
- **September 9th**
- **October 14th and 28th**
- **November 18th and 25th**
- **December 9th**

CARRIED

245/24

THAT an Open House be held at 6:00 p.m. on Tuesday, February 4, 2025.

CARRIED

7.7 Recreation Grants

Mayor Hewat declared a conflict of interest with respect to item 7.7 Recreation Grants and absented herself from the meeting at 6:46 p.m. as she is employed by one of the applicants. Councillor Bird assumed the role of Chair in the Mayor's absence.

246/24

THAT a 2024 Fall Recreation Grant of \$500 be issued to the J. B. Fletcher Restoration Society.

CARRIED

247/24

THAT a 2024 Fall Recreation Grant of \$500 be issued to the Kaslo Cougars.

CARRIED

Mayor Hewat returned to the meeting at 6:48 p.m. and resumed the role of Chair.

8. LATE ITEMS – None

9. IN CAMERA NOTICE

248/24

THAT in accordance with section 90(1) of the Community Charter a part of a Council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;**
- (l) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment; AND,**

THAT persons other than Council members and municipal officers be excluded from the meeting.

CARRIED

The open meeting recessed at 6:49 p.m.

The open meeting reconvened at 8:06 p.m.

10. RAISED FROM IN CAMERA MEETING – None

The open meeting reconvened at 8:06 p.m.

11. ADJOURNMENT

249/24

THAT the meeting be adjourned at 8:06 p.m.

CARRIED

Corporate Officer

Mayor



Mayors Report

Regular Council Meeting

Tuesday, December 10, 2024

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

November 21 Travel to Creston for Columbia Basin Trust Board meetings

- Unfortunately, due to the weather in some parts of the Basin, there were a few board members who were unable to attend the meetings in person.

November 22 Tour of the Creston Grain Elevators

- Board members who were able to, were given a tour of the Red Elevator by CBT staff and the project manager for the restoration of the red elevator. It was fascinating to see this significant piece of Creston's history.

Columbia Basin Trust Board meeting followed by the Public Session

- Mayor Arnold De Boon gave a video presentation on the most recent project that the Town of Creston undertook. Area B Director Roger Tierney spoke about projects in his electoral area and his wishes for future projects.
- Members of the Creston Housing Society and Creston Chamber of Commerce spoke passionately about projects that their groups have undertaken.

Board members, staff members and past RDCK Board member Larry Binks gathered for dinner to celebrate the contributions of Board Member Don McCormick who was attending his last board meeting.

November 23 Columbia Basin Trust Board meeting

- I have provided a copy of the Board Highlights.
- A copy of the highlights, as well as the minutes of the September Board meeting and September AGM can be found by clicking on the following link.

<https://ourtrust.org/newsroom/publications/>

November 26 Imagine Kootenay Steering Committee (IK)

- We received an update from the Regional IK Coordinator as well as the operational report for the 2nd Quarter.
- The Memorandum of Understanding for the 2024-2025 fiscal year was also reviewed.
- The next meeting of the committee is scheduled for February 25, 2025.

The Village was pleased to host the Kindergarten, Grade 1 Class from JV Humphries School along with their teacher, Charlotte Dryden on a visit to City Hall. The class was able to split into groups and conduct mock council meetings on a topic that was relevant to their age group. This was done with the assistance of MCS Catherine Allaway. They were then given a tour of the upper floor of City Hall and were introduced to the Municipal staff that was at the office, including CAO Baker.





Mayors Report

Regular Meeting of Council

November 27 Art & Heritage Committee

November 28 Emergency Program Executive Committee (EPEC) Meeting

- Staff provided an update on the 2024 season on the issues of: mitigation, preparedness, response, recovery and projects then reviewed the 2025 Areas of Concern and the Emergency Management Work Plan. This was followed a discussion regarding the Terms of Reference for the committee.

Upcoming Meetings/Events

I report on my attendance at the FCM Advocacy Days meetings in my next report.

December 1 Depart for Ottawa

December 2 North Kootenay Lake Services Committee – I will be participating virtually from Ottawa

December 3 FCM Advocacy Days and Committee of the Whole

December 4 FCM Advocacy Days and Committee of the Whole

December 5 FCM Advocacy Days and Board Meeting

December 6/7 Return from Ottawa

December 9 Kaslo & Area D Economic Development Commission

December 10 RDCK Community Sustainable Living Advisory Committee

December 11 RDCK Joint Resource Recovery

December 12 RDCK Board Meeting

December 16 CBT – phone call with Vice President Torgerson to discuss committee and task force assignments for 2025.

January 9 Central Resource Recovery budget

January 17 Columbia Basin Trust Finance & Audit Committee

January 22 West Kootenay-Boundary Regional Hospital District (either Nelson or Castlegar)

January 23 Columbia Basin Trust – pre-board session in Castlegar

January 24/25 Columbia Basin Trust Board in Castlegar

Happy Holidays.

Respectfully submitted,
Mayor Suzan Hewat



These board highlights offer a general summary of discussion items and key decisions from the Board of Directors meeting held on **November 22-23, 2024**, in Creston, BC. Confidential topics, including business negotiations, personnel matters and legal issues, are not included.

- The Board approved the construction of a new Trust office in Nakusp, to be located on Trust-owned land at the corner of Broadway Street and Nelson Avenue. Staff are finalizing due diligence for awarding the construction contract, with an estimated timeline for completion in spring 2026.
- The Board approved two new initiatives under the Wildfire Resilience Support Program:
 - **Support for rural internet service providers** to assess and implement FireSmart measures, enhancing the protection of critical internet infrastructure that supports communication during local emergency response efforts.
 - **Support for mapping water resources** in remote communities. The resulting resource reports will be made available to local wildfire responders, providing an additional tool to assist with wildfire suppression and structure protection.
- The Board approved revisions to the Delivery of Benefits budget for the current fiscal year, including increased funding for existing programs and new initiatives to support activities aligned with the renewed [Columbia Basin Management Plan](#).
- The Board reviewed the draft consolidated budget for the 2025/26 fiscal year. The final budget, along with a detailed budget for 2025/26 Delivery of Benefits programs and initiatives, will be presented for approval at the January 2025 Board meeting.
- Here is the 2025 meeting schedule for the Trust Board of Directors:
 - January 24/25 Castlegar
 - April 4/5 Kimberley
 - May 23/24 Valemount
 - July 25/26 TBD
 - September 19/20 Radium (AGM)
 - November 28/29 Nelson
- Board meeting minutes are posted on the Trust website after approval at the subsequent meeting. View the minutes here: ourtrust.org/publications.

DATE: 2024.11.27

LOCATION:

Council Chambers – City Hall

TIME: 4:30 p.m.

413 Fourth Street, Kaslo

PRESENT: Chair: Councillor Leathwood
Members: Mayor Hewat, Trish Feeney, David Jackson, Rick Nay
Regrets: Anne Malik
Staff: CO Allaway, Lee Symmes
Public: Nil

1. Call to Order

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

2. Adoption of the Agenda

Moved, seconded and CARRIED

THAT the agenda for the 2024.11.27 Art & Heritage Committee Meeting be adopted as presented.

3. Adoption of the Minutes

Moved, seconded and CARRIED

THAT the minutes for the 2024.02.05 Art & Heritage Committee Meeting be adopted as presented.

4. Information Items

4.1 Member Reports

4.1.1 A. Malik – 2025 Sculpturewalk Choices

4.2 Correspondence

4.2.1 2024.02.27 Trotter re Legacy Park Art

The committee discussed options for featuring the work of local artists in the future. It was noted that area artists participate in the Castlegar Sculpturewalk program. Staff will respond to Mr. Trotter.

5. Question Period – Nil

6. Business

6.1 2025 Castlegar Sculpturewalk Selection

Moved, seconded and CARRIED

THAT the Art & Heritage Committee recommends to Council that the Village of Kaslo lease the sculpture “All Strings Attached” by Kate Tupper from Castlegar Sculpturewalk for installation in Legacy Park in 2025.

7. Late Items – Nil

8. Next Meeting

The next meeting will be held at the call of the Chair.

9. Adjournment

The meeting was adjourned at 4:51 p.m.

CERTIFIED CORRECT:

Corporate Officer

Chair Leathwood

DRAFT



Kaslo & District Arena Association

Board Meeting Minutes

Date: October 28th, 2024

Attendance: Molly, Jess, Josh, Craig, Rogan, Nate, Blair, Connor, Jo

Call to order

-6:00PM

Adoption of the Agenda

THAT the agenda for 2024.10.28 Board meeting be approved as presented

Carried

Adoption of the minutes

THAT the minutes of the 2024.09.23 KDAA meeting be approved as presented

Carried

Unfinished Business

Lockers

Lockers completed, 3 spaces available for rent

New womens dressing room requires plumbing and quotes to hopefully open by KJAM

Scheduling

Cougars require 2 dressing rooms for game days

Mezzanine Rental

Monday Karate classes have moved venue

House Keeping

New Zamboni from Trail, temporary storage discussed- Poly garage from Ace

User liability waivers for on ice use.

Tournament liability

Gable end of arena roof needs repair/ rebuild with exhaust fans

Propane filling solution on site

Olympia parts to be ordered by Brandon

Staff handbook and incident report log and mechanical logs and pre-checks

Concession and food safe

First aid inventory and AED battery update

Treasurers Report

Financials reviewed

Next Meeting November 25 2024

Adjourn (6:55)

COLUMBIA River Treaty



To: Columbia Basin government elected officials
and local government CAOs

Date: December 3, 2024

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

Subject: Update on CRT Local Government Committee Activities

Since the update memo that was sent to you in July when the Columbia River Treaty (CRT) agreement-in-principle (AIP) was announced, the Committee has worked almost exclusively on this important phase of treaty modernization, creating a very busy time. The Committee has held seven virtual meetings and a virtual meeting with CRT First Nations representatives, as well as a virtual meeting and an information webinar with representatives from the Canadian CRT negotiation delegation. I expect that it will continue to be a very busy time as Treaty modernization continues.

CRT Agreement-in-Principle Activities

Since the announcement of the AIP in July we have engaged with the BC CRT Team to attempt to fully understand the AIP and to advise on community engagement. The Team has developed an extensive [CRT AIP website](#) which includes a [Backgrounder](#), a [Contents](#) document and FAQs as well as a [video](#) explaining the AIP and the recording of the virtual [public info session](#) in September.

In early September when the provincial election period began, the writ was dropped and the interregnum began, during which government communications were on hold. This continued until the Cabinet was announced on November 18th.

Update on Treaty Amendment Ratification - Please Participate

Consequently, many of you may be wondering where things are at with the Treaty modernization process. You may have seen a recent CBC [article](#) stating that Canada is working with the U.S. to finalize a modernized Treaty before the new U.S. administration takes office on January 20, 2025. While it's too soon to tell whether this is achievable, there is strong interest on both sides of the border to meet this goal. The Committee is not involved in these decisions.

The Committee continues to advocate for meaningful public engagement throughout treaty modernization and implementation as stated in our [2021 CRT Recommendations](#). The Committee is advocating for public communications and as much engagement as is feasible before the treaty is ratified, including if this should happen before January 20th.

The BC CRT Team welcomes feedback through their on-line survey at <https://feedback.engage.gov.bc.ca/773486?lang=en>. They will be hosting a virtual public information session on December 16th from 6:00-7:30pm PT/7:00-8:30pm MT - we will send you the registration information when it is available. We encourage you to provide your feedback on the AIP via the on-line survey **as soon as possible** to inform the ongoing treaty drafting, and to attend the virtual info session.

The BC CRT Team is sharing reports from the on-line survey with the Committee and we are monitoring other sources to understand the views of Basin residents as much as possible. We will be meeting with representatives of the negotiation delegation to share our initial views on the AIP. The Columbia Basin Regional Advisory

Committee has also been encouraged to provide their input via the on-line survey and they will meet with representatives of the negotiations delegation in December.

Regardless of whether or not a modernized Treaty is ratified in January, the BC CRT Team is still planning to hold community meetings in the new year to explain the new elements of the Treaty and the benefits and potential negative impacts they bring to the Basin. The Team will also be seeking feedback on the elements of a modernized Treaty that are still in development. We will host a virtual meeting with local governments and the BC CRT Team after the community meetings.

There are many more steps to develop and implement a modernized Treaty.

Columbia River Transboundary Water Governance and Ethics Symposium 2024

On November 13-14th the Committee Vice Chair Stan Doehle and our Executive Director Cindy Pearce traveled to this symposium in Spokane, Washington. This symposium is a continuation of Columbia Basin symposiums that have occurred since 2008. This one was specially designed to provide feedback on the CRT AIP.

Over 160 delegates attended, including members of the Canadian and US negotiation delegations, representatives of the [Upper Columbia Basin Environmental Collaborative](#) (UCBEC) and several B.C. residents. Stan shared the views of the Committee, which are based on what we've heard from Basin local governments and residents, on two panels during the symposium. Our delegation hosted a booth during the networking session and met with Washington State County Commissioners to continue our relationship with U.S. local governments.

To learn more about the AIP and perspectives on the AIP see the symposium livestream recordings at:

<https://www.youtube.com/@gonzagaclimate/streams>

Segments relevant to the AIP:

Negotiation delegations panel (55:30-2:48:00 – 1 hour 45 minutes):

<https://www.youtube.com/watch?v=aVyccHVRD7A>

Panel 1 – Reactions to the AIP (2:49:00-3:36:00 – 50 minutes):

<https://www.youtube.com/watch?v=aVyccHVRD7A>

Background on Transboundary governance (0:00:00-1:36 - 1.5 hours):

<https://www.youtube.com/watch?v=11IV061RuF4>

Governance Roundtable – (1:36:00 – 3:10:00 – 1.5 hours): <https://www.youtube.com/watch?v=11IV061RuF4>

New Minister and Shadow Portfolio for the Columbia River Treaty and Regional MLAs

The NDP government has appointed Minister Dix as the Minister of Energy and Climate Solutions and the Minister Responsible for the Columbia River Treaty, Columbia Power Corporation and Columbia Basin Trust. The Conservative party has appointed Kootenay-Rockies MLA Pete Davis to the Columbia River Treaty shadow portfolio. The Committee will be communicating with the Minister, the shadow appointee and the new regional MLAs shortly to introduce them to the Committee's work and the importance of hearing from basin residents and local governments during treaty modernization and implementation.

Opportunity to Host the [Bringing the Salmon Home Initiative](#) Tour

Since 2021 the federal, provincial and three regional First Nations governments – the Ktunaxa, Secwepemc and Syilx-Okanagan Nations – have worked collaboratively on Bringing the Salmon Home - the Columbia River Salmon Reintroduction Initiative. The Committee encourages your government and/or any local partners to host the Initiative delegation for a public or internal event in your area, at a mutually agreeable time over the

next six months. The 30 minute Bringing the Salmon Home documentary film can be screened, and audience discussions held with members of our Indigenous Knowledge Counsel, youth Salmon Warriors, and technical biologists. This is an opportunity to share current information about an Initiative that many basin residents are passionate about. To discuss hosting an event, please contact: Teresa Marshall, Communications Advisor - comms@columbiariversalmon.ca

Ongoing

- **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 refined as new information becomes available. These measures are being used in the evaluation of alternative hydro operations scenarios to inform the selection of operations to implement the new Canadian flexibility in the modernized Treaty. The Team is also participating in these evaluations. 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.

The Team also continues to contribute to the new Adaptive Management Subgroup for the new Canadian flexibility operations. This group is developing an adaptive management framework to monitor, learn about and adjust the new operations.

The Committee is very grateful to have been included in these processes 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](#).

- **Modernized domestic CRT governance** – The three First Nations involved in the CRT modernization – the Ktunaxa, Syilx Okanagan and Secwepemc Nations – and B.C. are developing a framework for modernized Canadian domestic CRT governance. This initiative recognizes both the role of First Nations in the context of UNDRIP and how Basin communities could have a voice in future decisions regarding aspects of 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. The Committee continued to communicate with BC Hydro staff and Minister Osborne to find solutions over the last year. We have seen some improvements and will continue to advocate for further improvements to meet the needs of basin communities.

Sign up for weekly updates on Arrow, Duncan and Kinbasket reservoirs, and Kootenay Lake, as well as notification of river flow changes below Hugh Keenleyside dam by contacting Mary Anne Coules at maryanne.coules@bchydro.com.

- **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, First Nations and basin hydro operators. Recently new

public members have been added from Revelstoke, Shelter Bay, Nakusp and Rossland. To date in 2024 CBRAC has had three webinars on [BC Hydro's Integrated Resources Plan](#), the [Bringing the Salmon Home Initiative](#), and on the AIP announcement. In September they had an AIP Info Session webinar.

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](#).

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

Committee Members

RDKB - Linda Worley, LGC Chair, Rural Director 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

To Whom It May Concern,

I have been following the conversation about the proposed development at South Beach. I read the report of the suggested land swap that was prepared for the village and would like to offer the following comments.

I do not have any objection to some kind of development such as that being suggested going ahead. The land in question is currently underutilized and an RV park on the site would be an economic benefit to the village. So, I support some transaction in the nature of the one being proposed. However, the river mouth and the beach on the south of the delta are a recreational asset to locals and if development goes ahead I would like to see this asset enhanced.

Looking at the map of the proposed land swap I see two large, village owned right-of-ways running north-south, one near the river mouth and another, further west, running up the hill. **My suggestion would be that the village keep the north-south right-of-way near the river mouth and negotiate to acquire, in the land swap deal, all the land east of this right-of-way.** All other details of the land swap can stay as proposed.

I don't expect the proponent will like this suggestion but I think it could work to the advantage of both parties. The triangle of land near the river mouth could be developed as green space to benefit both locals and visitors in the RV park. At the same time, this larger public zone would make locals feel less like they were intruding on the campers as they walked around the point to access South Beach.

I will also point out that although the proponent may not like this idea, the council does not need to serve the wishes of the proponent. On the contrary, the council should be working to create the best result for all involved. As stated above, I think this solution could work for both parties. And, in terms of negotiations, clearly council holds a trump card since it is the proponent who is seeking to change the status quo. If the conditions of a proposed land transfer don't suit the village they can simply say no.

Thank you all, for your work on this issue and to the efforts of everyone who is working to make Kaslo a great community.

Yours sincerely,

Steve Anderson

Andrea Reimer

From: Suzan Clancy [REDACTED]
Sent: December 3, 2024 11:07 AM
To: Village of Kaslo
Subject: South Beach Development Proposal

Dear Mayor and Council,

I have been loosely following the proposal for development on the South Beach . Though I heartily agreed with Jim Holland's letter in the Valley Voice, I didn't think the plans would proceed because of all the environmental hoops to jump. I feel now that I want my vote counted.

Any proposal for strata development on a flood plain with one road out seems fraught with problems. Not to mention fire potential.

Most importantly, it affords wealth to a few people at the expense of generations to come. This pristine property showcases the natural beauty of the area; the mountains, forests, the shoreline, the clear water. It provides a haven for locals during times when Kaslo is overrun with tourists.

The Kaslo Dawnbreakers Dogwalkers observe wildlife crossing the river to escape detection and interference from dogs and humans. We feel privileged to watch raccoons washing their breakfast, herons on the shore, eagles and osprey circling for fish from the river.

The idea of strata owners policing to enforce bylaws seems like an invitation to escalating conflict. An impractical "access trail" leading along the North Side only is an insult. This place will be an eyesore for our grandchildren.

Surely the Village can negotiate a natural solution that benefits the whole village, perhaps naming the area after the owner's family.

Thank you
Suzan Clancy

From: Jenny Parkinson [REDACTED]
Sent: December 4, 2024 9:34 AM
To: Village of Kaslo
Subject: Fwd: For Mayor and Council

Please see email letter below. I mistakenly left out the A in Kaslo and it was returned Please confirm receipt of this email.

Thank you and enjoy the delights of the day!

Best,
Jenny

----- Forwarded message -----

From: Jenny Parkinson [REDACTED]
Date: Wed, Dec 4, 2024, 9:16 a.m.
Subject: Re: For Mayor and Council
To: <admin@kslo.ca>

December 4th 2024

Dear Mayor and Council,

I am sending this email in support of the movement of research, concern and community mindfulness to rally against the proposal of the South Beach Development. The ethical wellness and cohesion of the Kaslo Community is a massive consideration. I was drawn to this area as a result of the pristine nature all around. As we all know, too many beautiful spaces and places have been wrecked, exploited and developed for a quick buck yet we also know of the true long term costs of negative decisions and actions.

It is a very unfortunate reality that no one can "unring a bell", undo a wrong, nor take back a poor decision that is wrongly motivated. I am simply asking everyone involved in this decision making process to consider; what is the intention and what are the long term impacts of said decision? Is this motivated by what is BEST for everyone in this community or is this a temporary decision that will create long term problems? We have all witnessed and been impacted by past decisions that were made that have produced negative outcomes on a personal, community, district, provincial, federal and international level. There is a question everyone involved in this process must ask themselves and sit with for many generations to come, "What is the intention?".

I have courageous faith that the right people using the right means will create the right outcome. I would like to thank you for your time and consideration in this matter.

I wish you a delightful day!

Best,
J Parkinson



November 22, 2024

Her Worship Suzan Hewat,
Village of Kaslo
PO Box 576
Kaslo, B.C. VOG 1M0

Via Email: [mayor@kaslo.ca]

Dear Mayor Hewat,

Subject: UBCM Meeting with BC RCMP on September 18, 2024

Thank you for meeting with Assistant Commissioner John Brewer, Chief Superintendent Jeanette Theisen, and myself on September 18, 2024, at the 2024 Union of British Columbia Municipalities Convention in Vancouver, BC. We appreciate you taking the time to meet with us to raise feedback that is important to your community.

During the meeting, we discussed the addition of a fourth Member to Kaslo Detachment to provide coverage during vacations, training, court activities, and during peak tourism periods in the summer. I recommended that Kaslo complete a formal request for resources through the Multi-Year Financial Plan (MYFP) this year. Assistant Commissioner John Brewer committed to follow up with District Advisory NCO Staff Sergeant Jason Burndred by September 27, 2024 to ensure the MYFP request was submitted. With respect to three-Member detachments, I advised that possible changes may be on the way through National Police Federation (NPF) negotiations. Assistant Commissioner John Brewer indicated that the Provincial Support Team in Southeast District had received an increase in resources that were available to assist with planned absences in Kaslo. In our meeting you asked if there were any municipal incentives to support the request for a fourth Member. I made you aware that there were currently three houses available to Members, however, the acquisition of more housing would aid in attracting Members to Kaslo. I also advised you that the RCMP would explore possibilities of acquiring additional Member resources for Kaslo Detachment through the Staff Prioritization Project.

Director Cheryl Graham, representing the area of Balfour under Kaslo Detachment's jurisdiction, discussed the challenges the area had on Kaslo's resources. She indicated that a provincial transitional housing building and lowered police presence contributed to higher crime rates compared to Kaslo, which created a strain on Kaslo Detachment's resources. You made us aware that according to your statistics, approximately 40% of Kaslo Detachment calls-for-service took place in the Balfour Region. You also expressed concern regarding police safety

when responding to calls due to short-staffing and asked if the municipality could take any steps to improve the situation. Assistant Commissioner John Brewer recommended to continue tracking the statistics and to also communicate these challenges to the Province in a request for an additional Member. Assistant Commissioner John Brewer indicated that there may be an opportunity to review these issues through service delivery modernization, which involves a review of the service area, service delivery and possibilities for change.

Our discussions at the meeting have been shared with Southeast District Commander, Chief Superintendent Brad Haugli, Advisory NCO, Staff Sergeant Jason Burndred and Detachment Commander, Corporal Harland Venema for their awareness and to ensure there is meaningful engagement and collaboration with you and your team regarding these important issues. We will be in contact with you to keep you apprised on the progress of the commitments discussed.

Thank you again for your feedback and willingness to collaborate with the BC RCMP in achieving our common goal of building a safer community. Your continued commitment and input are invaluable to the collective success of the BC RCMP and the Village of Kaslo.

Should you have any further questions or concerns, please do not hesitate to contact Chief Superintendent Brad Haugli, brad.haugli@rcmp-grc.gc.ca or Corporal Harland Venema harland.venema@rcmp-grc.gc.ca

Regards,



Dwayne McDonald
Deputy Commissioner
Commanding Officer, BC RCMP

14200 Green Timbers Way
Mailstop #308
Surrey, BC V3T 6P3

cc: Assistant Commissioner John Brewer, Criminal Operations Officer, CORE Policing
Chief Superintendent Brad Haugli, Southeast District Commander
Staff Sergeant Jason Burndred, Southeast District NCO
Corporal Harland Venema, Kaslo Detachment Commander

DATE: December 3, 2024

FILE NUMBER: 3900-1307

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Business Licence Amendment Bylaw No. 1307, 2024

1.0 PURPOSE

To consider making amendments to Business Licence bylaw.

2.0 RECOMMENDATION

THAT Business Licence Amendment Bylaw No. 1307, 2024 be adopted.

3.0 BACKGROUND

Business Licence Bylaw No. 1260, 2021 was adopted in December of 2021. Some of the provisions of the current bylaw present administrative challenges and there is a lack of clarity regarding some of the rules for renewal. An amending bylaw is required to make changes to Bylaw 1260. The bylaw received first reading at the 2024.11.12 Council Meeting and second meeting at the 2024.11.26 Council Meeting.

4.0 DISCUSSION

There are currently approximately 200 Village of Kaslo Business Licences issued annually. Most Business Licences are annual, but there are also Temporary Business Licences issued to Mobile Vendors, and for Community Events, Trade Shows and Outdoor Markets. The following excerpt from the Fees & Charges bylaw outlines the applicable fees for Temporary Business Licences:

FEE CATEGORY: Temporary Business Licences	
Item	Fee
Community Event	\$15 per event
Vendors at Community Event or Trade Show	\$10 per vendor per day
Outdoor Market	\$200 per season
Mobile Vendor	\$200 per season \$25 per day

For improved clarity, the following changes to the bylaw are proposed:

Section 5 – Business Licence Period

- Add that one-day licences are for a 24-hour period from 12:01 a.m. until midnight
- Add that licences for a Community Event are for a maximum of 4 consecutive days
- Add that seasonal licences are for a maximum of 6 months, and that they can not run across calendar years (all licences expire on December 31st).

Section 6 – Licence Fees

- Limit pro-rating provisions to 50% of licence fee after July 1st and clarify that this is for annual licences only. This will simplify the process of adding new licences.
- Remove the 25% pro-rating for purchase after April 1st because the software is not set up for this.
- Remove the 75% pro-rating for purchase after October 1st because the software is not set up for this.
- Remove the clause that allowed licences purchased after December 1st to apply for the following year because the software is not set up for this. Having all licences expire on December 31st significantly reduces the amount of time required for administration.

Section 7 - Renewal

- Remove the clause requiring payment of licence fees prior to January 1st because payment in advance often leads to errors when licence fees are adjusted (through updates to the Fees & Charges bylaw, which typically occur in November/December).
- Clarify that renewal invoices are sent each January (not courtesy reminders). This matches the current practice and ensures that licence holders know the correct amount to pay.
- Clarify that when a licence holder fails to pay their renewal fees, there is discretion for the municipality to terminate the licence and require a new application. This aligns with current practice and creates less of an administrative burden.
- Add that temporary business licences are not renewable, except for a seasonal business licence (good for up to 6 months) which can be renewed once in a calendar year (upon payment of fees for a second “season”) but will always expire on December 31st of the year in which it was issued. This will require mobile vendors to re-apply each year and confirm that they have the continued consent of the property owner.

Section 11 – Outdoor Markets, Trade Shows (& Community Events)

- Align the language in the Business Licence bylaw with the language in the Fees & Charges bylaw to clarify that vendors at community events must obtain their own licence. This matches current practice, where vendors at May Days and Jazz Fest are required to pay for daily business licences. Vendors at the Saturday Market are not required to get their own licence.

Other Items

The proposed bylaw does not alter the number of mobile vendors that are permitted at a given time, currently set at five (5). In 2024 there were mobile vendors that wished to operate in Kaslo but were unable to because the maximum number of licences were already issued. Currently mobile vendor licences are issued on a first-come, first-served basis. Council may direct changes to these provisions if desired. Adjustments to the fees that apply for business licences can be considered when Council updates the Fees & Charges bylaw.

5.0 OPTIONS

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

1. **Adopt the bylaw.** *The new provisions will be in effect for year-end renewals.*
2. Do not adopt the bylaw. *The current provisions will remain in effect.*
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The fees associated with Business Licences were updated by Fees & Charges Amendment Bylaw No. 1301, adopted in March 2024.

The cost of providing notice of the proposed bylaw is estimated at \$200 (newspaper ad only), plus the cost of staff time.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Part 3 Division 9 of the *Community Charter* provides the authority for Council to regulate businesses within the municipality.

Before adopting a bylaw that regulates businesses, Council must give notice, in the form and manner Council considers reasonable, and provide an opportunity for affected parties to make representations to Council. Notice of the proposed bylaw has been placed in the November 25th edition of the Pennywise and posted on the Village's website and on bulletin boards inside and outside City Hall. A copy of the proposed bylaw and accompanying staff report has been provided to the Chamber of Commerce for distribution to the membership.

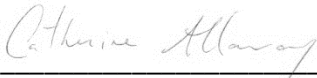
8.0 STRATEGIC PRIORITIES

Creating a policy and updating the Zoning bylaw for temporary uses and mobile businesses was identified in Council's 2023-2026 Strategic Plan.

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Business Licence Amendment Bylaw 1307, 2024 DRAFT
- Public Notice – Bylaw 1307, 2024

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:

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

Robert Baker, Chief Administrative Officer

December 5, 2024

Date

VILLAGE OF KASLO

BYLAW NO. 1307

A BYLAW TO AMEND BUSINESS LICENCE BYLAW NO. 1260

WHEREAS the *Community Charter* provides that Council may, by bylaw, regulate businesses;

AND WHEREAS Council desires to change the provisions of Business Licence Bylaw No. 1260, 2021;

NOW, THEREFORE, Council of the Village of Kaslo, in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as "Business Licence Amendment Bylaw No. 1307, 2024".

2. Provisions

- 2.1.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 5 (Business Licence Period) and inserting the following in its place:

5. Business Licence Period

- 5.1. Unless otherwise indicated a Business Licence is valid for a period of one calendar year commencing on January 1st and ending on December 31st of the same year.
- 5.2. A one-day Business Licence for vendors at a Community Event or Trade Show or a Mobile Vendor is valid for a 24 hour period beginning at 12:01 a.m. and ending at midnight of the same day.
- 5.3. A Community Event Business Licence is valid for a single event, with a duration not to exceed 4 consecutive days.
- 5.4. A Seasonal Business Licence for an Outdoor Market or Mobile Vendor is valid for a maximum of 6 consecutive months. In no event will a Seasonal Business Licence be valid beyond December 31st of the year in which it was issued.

- 2.2.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 6.5 and inserting the following in its place:

- 6.5 Business Licences are issued for the calendar year however a Licence Fee, other than for a Temporary Business Licence, may be reduced by 50% if an application is made on or after July 1st in a given year.

- 2.3.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 7 (Renewal) and inserting the following in its place:

7. Renewal

- 7.1. The Village will send a renewal invoice in January to Annual Licensees indicating the amount payable.
- 7.2. A late payment penalty charge of \$25.00 will be added to any fee outstanding 30 days after the invoice date.
- 7.3. Temporary Business Licences are not renewable, with the following exception:
- a. A Seasonal Business Licence for a Mobile Vendor may be renewed once in a calendar year upon payment of applicable fees, but in no event will a Seasonal Business Licence be valid beyond December 31st of the year in which it was issued.
- 7.4. If a Business Licence is not renewed as required by this Bylaw:
- a. The Licence may be terminated;
 - b. A Person wishing to carry on the Business may be required to submit a new application form and supporting documentation.

- 2.4.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 11 (Outdoor Markets, Trade Shows and Community Events) and inserting the following in its place:

11. Outdoor Markets and Trade Shows

- 11.1. Outdoor Markets and Trade Shows are required to
- a. obtain a Temporary Business Licence that will cover all vendors participating in the event;
 - b. pay the required Licence Fee; and,
 - c. maintain a minimum commercial liability policy of two million (\$2,000,000) dollars with the Village named as an insured party for the duration of the event.

3. Effective Date

This bylaw shall take effect upon adoption.

READ A FIRST TIME this 12 day of November, 2024.

READ A SECOND TIME this 26 day of November, 2024.

VILLAGE OF KASLO
BYLAW NO. 1307, 2024

READ A THIRD TIME this 26 day of November, 2024.

RECONSIDERED AND ADOPTED this ____ day of _____, 202_.

MAYOR

CORPORATE OFFICER

Certified to be a true copy of "Business Licence Amendment Bylaw No. 1307, 2024"

CORPORATE OFFICER



PUBLIC NOTICE

AMENDMENT OF BUSINESS LICENCE BYLAW

The Village of Kaslo intends to make changes to the provisions of Business Licence Bylaw 1260, 2021. In accordance with s.59 of the *Community Charter* persons who consider they are affected by the bylaw are invited to make representations to Council on the matter.

Council welcomes feedback from the business community and the general public about the proposed bylaw, and on other aspects of business licencing. Comments should be submitted as soon as possible.

Council proposes to give second and third reading to Business Licence Amendment Bylaw 1307, 2024 at the November 26, 2024 Council meeting. Adoption of the bylaw will be considered at the December 12, 2024 Council meeting. Further changes to the provisions of Business Licence Bylaw 1260, 2021 may be considered by Council in 2025.

Additional information about the proposed bylaw is available at the Village Office in City Hall on regular working days between the hours of 10 am - 3 pm.

413 Fourth Street
PO Box 576, Kaslo, BC, V0G 1M0
250-353-2311
admin@kaslo.ca
www.kaslo.ca

DATE: December 3, 2024

FILE NUMBER: 3900-20-1308

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Fees & Charges Amendment Bylaw No. 1308, 2024

1.0 PURPOSE

To update water, sewer, and other fees listed in the Village's Fees & Charges Bylaw No. 1300.

2.0 RECOMMENDATION

THAT Fees & Charges Amendment Bylaw No. 1308, 2024 be adopted.

3.0 BACKGROUND

Fees & Charges Bylaw No. 1300 was adopted in December of 2023 establishing costs for a range of municipal services. Any changes to the provisions of the bylaw must be made by bylaw. Water and sewer fees are generally updated annually to cover increasing operating costs. The proposed bylaw also updates some administrative charges and aerodrome fees. The bylaw received three readings at the 2024.11.26 Council Meeting.

4.0 DISCUSSION

The proposed bylaw updates 4 Schedules from the original Fees & Charges Bylaw No. 1300.

Schedule A – Administrative Services

A fee of \$55 is added for rush processing (within 24 hours) of a request for a property tax or utility certificate. This is being implemented because the automated service that had been provided through a third party is being discontinued as it is no longer cost-effective. Law firms will be able to request the documents directly from the Village Office, paying a premium for rapid fulfillment. The standard charge of \$15 will still apply to regular requests.

Schedule B – Rentals

The Licence of Occupation category has been eliminated from the Aerodrome fee schedule. Previously, the rate for a Temporary Licence of Occupation (TLO) had been identical to the rate for a Hangar Lease, despite the fact that a lease grants exclusive use of a property where a TLO does not. The rate for a Hangar Lease has been increased by 2% which is consistent with existing lease agreements. TLO agreements at the aerodrome will be negotiated on a case-by-case basis, depending on the nature of the proposed use.

Schedule H – Water

Water rates increased by 5% for 2025. This fee increase is designed to cover increased operating costs for the water treatment and distribution systems.

Schedule I – Waste

Sewer rates increased by 5% for 2025. This fee increase is designed to cover increased operating costs for the sewer collection and treatment systems.

5.0 OPTIONS

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

1. **Adopt the bylaw.** *The proposed rates will take effect for 2025.*
2. Do not adopt the bylaw. *Rate increases will not occur before 2025 utility invoices are issued.*
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

The rate structure for sewer connections and user fees was developed in the Liquid Waste Monitoring Plan (2018). Section 7.6 of the plan recommends collecting user fees to cover system operating costs and calls for increases in line with inflation and maintenance costs.

The rate structure for water connections and user fees was established in Village of Kaslo Waterworks Bylaw No. 1127, 2012 and have been amended regularly since.

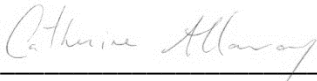
8.0 STRATEGIC PRIORITIES

None to report.

9.0 OTHER CONSIDERATIONS

If adopted, copies of the updated Fees & Charges Bylaw will be made available on the Village's website.

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Fees & Charges Bylaw 1308, 2024 (proposed)

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

December 5, 2024

Date

**VILLAGE OF KASLO
BYLAW NO. 1308, 2024**

A BYLAW TO AMEND FEES AND CHARGES BYLAW NO. 1300, 2023

WHEREAS the *Community Charter* provides that Council may, by bylaw, impose a fee payable in respect to all or part of a service or product of the municipality;

NOW, THEREFORE, Council of the Village of Kaslo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as "Fees and Charges Amendment Bylaw No. 1308, 2024".
2. The Village of Kaslo Fees and Charges Bylaw No. 1300, 2023 is hereby amended as follows:
 - a) SCHEDULE A (Administrative Services) of that bylaw is replaced by SCHEDULE A attached to this bylaw.
 - b) SCHEDULE B (Rentals) of that bylaw is replaced by SCHEDULE B attached to this bylaw.
 - c) SCHEDULE H (Water) of that bylaw is replaced by SCHEDULE H attached to this bylaw.
 - d) SCHEDULE I (Waste) of that bylaw is replaced by SCHEDULE I attached to this bylaw.
3. This bylaw shall take effect upon adoption.

READ A FIRST TIME this 26 day of November, 2024.

READ A SECOND TIME this 26 day of November, 2024.

READ A THIRD TIME this 26 day of November, 2024.

RECONSIDERED AND ADOPTED this ____ day of ____, 2024.

MAYOR

CORPORATE OFFICER

VILLAGE OF KASLO
BYLAW NO. 1308, 2024

Fees and Charges
SCHEDULE B
Rentals

Certified to be a true copy of "Fees and Charges Amendment Bylaw No. 1308, 2024"

CORPORATE OFFICER

FEE CATEGORY: Clerical Services	
Item	Fee
Property Tax or Utility Certificate	\$15.00 per folio, per year
Property Tax or Utility Certificate (24 hour rush processing)	\$55.00 per folio, per year
Title Search	\$17.00
Reprint of Tax Notice or Utility Bill	Current year: no charge Prior year: \$10 per folio
Hardcopy of Official Community Plan, Zoning Bylaw or Subdivision Servicing Bylaw	\$30.00
Photocopying or Printing (Black & White)	\$0.40 per letter/legal page \$0.80 per tabloid size page \$10.00 minimum charge
Photocopying or Printing (Colour)	\$2.00 per letter/legal page \$4.00 per tabloid size page \$10.00 minimum charge
Fax Send or Receive	\$0.40 per page \$10.00 minimum charge
Document Scan	\$0.40 per page \$10.00 minimum charge
NSF Cheque Fee	\$27.50
Lapel Pin - Retail	\$3.00
Lapel Pin - Wholesale (minimum 50)	\$1.25
Municipal Flag	Actual Cost
Postage/Courier/Shipping	Actual Cost
These amounts do not include GST which will be applied	

FEE CATEGORY: Freedom of Information Requests	
Item	Fee
For Commercial Applicants	Actual Cost
For All Other Applicants	As per Schedule 1 of the Provincial FOIPP Regulation

FEE CATEGORY: Indoor Space Rentals	
Item	Fee
Key Deposit	\$25.00
Damage Deposit	\$500
Cleaning Services	Actual Cost
Kemball Building - Upper Floor	\$1.20/sq. ft. per month
Kemball Building - First Floor	\$1.40/sq. ft. per month
Kemball Building - Basement	\$1.00/sq. ft. per month
Meeting Room (Kemball, Jury, or Council Chamber)	\$30 per day
City Hall Courtroom (includes Jury & washroom)	\$50 per day
These amounts do not include GST which will be applied	

FEE CATEGORY: Outdoor Space Rentals	
Item	Fee
Kemball Building Courtyard	\$30 per day
Legacy Park	\$30 per day
Kaslo Bay Park	\$150 per day
Front Street Park (no stage)	\$50 per day
Front Street Park (with stage)	\$100 per day
Vimy Park Baseball Diamond	\$30 per day
Vimy Park Gazebo	\$30 per day
Vimy Park Picnic Shelter	\$30 per day
2 or More Vimy Park Facilities	\$60 per day
Skatepark	\$50 per day
Moyie Beach Park	\$200 per day
Logger Sports Grounds & Concession Stands	\$50 per day
Damage Deposit	\$250
Cleaning Services	Actual Cost
Installation of Notice of Reservation	\$30
These amounts do not include GST which will be applied	

FEE CATEGORY: Special Event Fees	
Item	Fee
Large Event Fee (101-500 Attendees)	\$275 per day
Large Event Fee (501-1000 Attendees)	\$750 per day
Large Event Fee (>1000 Attendees)	\$1000 per day

FEE CATEGORY: Street and Boulevard Usage	
Item	Fee
Street Closure Permit	\$30
Licence of Occupation Application Fee	\$100
Street Patio Inspection (first year)	\$92
Annual Street Patio Reinspection	\$50
Patio Licence of Occupation	10% of the assessed value of the land fronting (or in proximity of) the public lands being occupied, or a minimum annual fee of \$10 per square meter, whichever is greater
Street Patio Licence of Occupation	\$550 per parking stall
Barricade Rental	\$5 per item per day
Barricade Loss/Damage Deposit	\$250

FEE CATEGORY: Aerodrome Fees	
Item	Fee
Airside Commercial Use (per year)	\$437
Hangar Lease	\$3.18/sq m
Outdoor aircraft parking (per night)	\$10
These amounts do not include GST which will be applied	

FEE CATEGORY: Public Wharf Fees	
Item	Fee
Off-season mooring fee (November 1 - March 31)	\$150 per month
Off-season mooring damage deposit	\$500
These amounts do not include GST which will be applied	

FEE CATEGORY: Annual Residential Water Fees	
Item	2025
Dwelling Unit (each)	\$397
Swimming Pool	\$138

FEE CATEGORY: Annual Home-based Business Water Surcharges	
Item	2025
Hairdressing, barber shops, beauty salons, pet grooming	\$325
Boardinghouse, rooming house, lodge (per unit)	\$130
Home-based food and beverage production (no seating/dining)	\$165
Short-term rental accommodation (per room available)	\$130
Other home-based business (per washroom)	\$130

FEE CATEGORY: Annual Commercial/Institutional Water Fees	
Item	2025
Hairdressing, barber shops, beauty salons, pet grooming	\$402
Coffee shop, restaurant, dining	\$635
Food/beverage production facilities, take out - no seating	\$416
Food/beverage production facilities, take out - with seating	\$635
Brewery (if unmetered)	\$1,323
Service stations	\$397
Car Wash (per bay)	\$645
Laundries - first machine	\$293
Laundries - each additional machine	\$121
Motel units and/or tourist cabins - first unit	\$368
Motel units and/or tourist cabins - each additional unit	\$165
Hotel accommodation (per unit)	\$129
Hotel café, pub lounge or dining room	\$625
Short term rental accommodation - up to 4 bedrooms	\$524
Short term rental accommodation - each additional bedroom	\$131
Short term rental accommodation - strata unit	\$430
Retail stores, public halls	\$325
Offices, with use of washroom facility	\$367
School, per classroom	\$367
Commercial work/maintenance yards	\$636
Industrial sites	\$1,323
Commercial swimming pools	\$1,323
Vacant lot with service available	\$72
Other uses (per washroom)	\$325

FEE CATEGORY: Metered Water and Irrigation Rates	
Item	2025
Basic monthly charge	\$49.61
Monthly meter rental	\$5.13
Monthly meter reading fee (if meter can not be read externally)	\$22.05
Residential usage, per cubic meter	\$0.51
Commercial, manufacturing or industrial usage, per cubic meter	\$0.51
Unmetered irrigation (per 0.4 ha or part thereof, per 6-month period)	\$89.30
Metered irrigation, per cubic meter	\$0.24
Water meter installation	Actual Cost + 15%

FEE CATEGORY: Discounts and Penalties	
Item	
10% Discount, before February 15 (Dec. 31 for eligible seniors)	Feb. 15th
% Penalty, applied monthly beginning April 1st	2%

FEE CATEGORY: Water Connection Fees	
Item	
20mm (3/4") service connection charge	\$3,675
25mm (1") service connection charge	\$4,410
>25mm (>1") service connection charge	\$4,410 + \$100 for each mm >25mm
Upgrade to existing service	Actual Cost + 15%
Seal off abandoned service connection	Actual Cost + 15%
Water disconnect or connect - regular working hours	\$42
Water disconnect or connect - after hours	\$218
Public works crew & equipment for water connection and street restoration	Actual Cost + 15%
These amounts do not include GST which will be applied	

FEE CATEGORY: Solid Waste Fees	
Item	2025
	Same as user fee set by RDCK for one (1) container of mixed waste
Garbage bag tags retail	
Garbage bag tags wholesale (minimum 10 sheets)	20% discount

FEE CATEGORY: Residential Sewer Fees	
Item	2025
Dwelling Unit	\$453
Vacant residential lot with service available	\$453
Unconnected residential unit with service available	\$113

FEE CATEGORY: Commercial/Institutional Sewer Fees	
Item	2025
Small retail/commercial, office, service station	\$453
Take out restaurant	\$680
Café/restaurant/bar with seating	\$907
Large retail	\$1,360
Brewery	\$1,699
Municipal facility	\$2,720
Hospital	\$9,065
School	\$11,332
Car wash - per bay	\$680
Laundromat - per machine	\$227
Other use - per washroom	\$227
Vacant commercial lot with service available	\$680

FEE CATEGORY: Short-Term Rental Accommodation Sewer Fees	
Item	2025
Hotel/Motel/Cabins - first 4 units	\$907
Vacation rental - up to 4 bedrooms	\$907
Each additional rentable room or unit	\$113

FEE CATEGORY: Sewer Connection Fees	
Item	2025
Connection to municipal sewer or wastewater treatment plant	\$4,717
Public works crew & equipment for water connection and street restoration	Actual Cost + 15%
These amounts do not include GST which will be applied	

FEE CATEGORY: Sani Dump Fees	
Item	2025
Bulk disposal from Municipal operations (per gallon)	\$0.59
RV tanks	\$11.30
These amounts do not include GST which will be applied	

FEE CATEGORY: Portable Toilet Rental	
Item	2025
Portable toilet damage deposit - first unit	\$500
Portable toilet damage deposit - each additional unit	\$110
Portable toilet rental	\$45/day
	\$70/week
	\$150/month
These amounts do not include GST which will be applied	

DATE: December 4, 2024

FILE NUMBER: 3900-02

TO: Mayor and Council

FROM: Robert Baker, Chief Administrative Officer

SUBJECT: Kaslo Aerodrome Regulation Bylaw, 2024

1.0 PURPOSE

To present the Kaslo Aerodrome Regulation Bylaw, 2024, for Council's consideration.

2.0 RECOMMENDATION

THAT the Kaslo Aerodrome Regulation Bylaw, 2024, receive first, second, and third readings.

3.0 BACKGROUND

The Village owns and operates the Kaslo Aerodrome which is registered with Transport Canada. Other than through the Village's Fees & Charges bylaw and Airside Commercial policy, the Village does not regulate, prohibit, or impose requirements specific to the aerodrome. This means the level of service being provided by the Village has not been defined, and there aren't any systems in place to guide decision making regarding use of the lands; administration of licenses, agreements, and permits; or airside safety and operation. There are multiple commercial air carriers who currently use the aerodrome for their activities, and it would be prudent to regulate how their vehicles, passengers, and aircraft are permitted to interact on the apron. In the interest of safety, staff have developed an Airside Vehicle Operator Permit program and Apron Management Plan that details roles and responsibilities of various stakeholders. As these systems intend to regulate, prohibit, or impose requirements on aerodrome users, the Village must first establish a bylaw in accordance with the Community Charter.

4.0 DISCUSSION

This Staff Report presents a draft bylaw for Council to consider. It enables the regulation, prohibition, and imposition of requirements on aerodrome users; the development and implementation of operating systems; imposition of fees; and requires that staff report to Council on an annual basis with information regarding licenses, agreements, and permits that are issued pursuant to the bylaw. A recommendation to revise or repeal the Village's Airside Commercial policy may come at a later date, but is not intended to be impacted by the proposed bylaw.

5.0 OPTIONS

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

1. **THAT the Kaslo Aerodrome Regulation Bylaw, 2024, receive first, second, and third readings.**
2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

There are no financial impacts related to the bylaw, other than staff time for administration.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

Community Charter Part 2: Division 1 – Purposes and Fundamental powers:

Fundamental Powers

8. (2) *A municipality may provide any service that the council considers necessary or desirable, and may do this directly or through another public authority or another person or organization.*
- (3) *A council may, by bylaw, regulate, prohibit and impose requirements in relation to the following:*
 - (a) *municipal services;*
 - (b) *public places ;*
 - (l) *buildings and other structures*

Bylaw

#1265, Bylaw to Establish Municipal Officers

Chief Administrative Officer – General Administration

- *Manage the municipal corporation within applicable laws;*
- *Direct the operation of all Village departments within the corporate policies and budget established by Council;*
- *Implement Council directives, and;*
- *Act as the principal intermediary between the Village and the administration of other governments and all other entities dealing with the municipality.*

Policy

Airside Commercial Policy

8.0 STRATEGIC PRIORITIES

None to report.

9.0 OTHER CONSIDERATIONS

None to report.

RESPECTFULLY SUBMITTED



Robert Baker, Chief Administrative Officer

ATTACHMENTS: Kaslo Aerodrome Regulation Bylaw, 2024, - DRAFT
Policy – Airside Commercial Policy

VILLAGE OF KASLO

BYLAW NO. 1309

A BYLAW TO REGULATE THE KASLO AERODROME

WHEREAS the *Community Charter* provides that Council may, by bylaw, regulate, prohibit and impose requirements in relation, but not limited, to municipal services, public spaces, buildings and other structures,

AND WHEREAS Council desires to regulate activities at the Kaslo Aerodrome,

NOW, THEREFORE, Council of the Village of Kaslo, in open meeting duly assembled, ENACTS AS FOLLOWS:

1. Citation

1.1. This bylaw may be cited as "Kaslo Aerodrome Regulation Bylaw No. 1309, 2024".

2. Definitions

2.1. In this bylaw, the forms of words will be construed and have the same effect as those contained in the Aeronautical Act and Canadian Aviation Regulations.

3. Interpretation

3.1. Enactments:

A reference to an enactment of British Columbia or Canada, or regulations thereto, or a bylaw of the Village of Kaslo, is a reference to the enactment, regulation or bylaw, as the case may be, as amended, revised, consolidated or replaced from time to time.

3.2. Severability:

If any part, section or phrase of this bylaw is for any reason held to be invalid by the decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

3.3. Headings:

The headings given to the parts, sections and paragraphs in this bylaw are for convenience of reference only and shall not form part of this bylaw or be used in the interpretation of this bylaw.

3.4. Schedules:

The following Schedules attached to this bylaw form part of this bylaw:

- Schedule A – Kaslo Aerodrome Lands

4. Application and statutory provisions

4.1. This bylaw applies to the Kaslo Aerodrome located on lands as shown in Schedule A, referred to as the 'Aerodrome':

- 4.2. The Village of Kaslo (“Village”) shall register the Aerodrome by providing the Minister of Transport with information respecting its location, markings, lighting, use and operation.
- 4.3. The Village shall notify the Minister of Transport immediately after any change is made to the location, marking, lighting, use or operation of the Aerodrome that affects the information published by the Minister in the Canada Flight Supplement.
- 4.4. The Village shall maintain the Aerodrome in accordance with Canadian Aviation Regulations Part III - Aerodromes, Airports and Heliports, Subpart 1 - Aerodromes.

5. Service establishment

- 5.1. The Village hereby establishes the service of Kaslo Aerodrome, with the service to be undertaken at the Aerodrome, to:
 - (a) Facilitate the movement of aircraft for unscheduled commercial air transport, general aviation, medical evacuations, and other purposes;
 - (b) Provide infrastructure to support aircraft movement, passenger services, and emergency services.

6. Regulation of service

- 6.1. No person without permission of the Village may:
 - (a) conduct any business or undertaking, commercial or otherwise at the Aerodrome;
 - (b) advertise or solicit anything at the Aerodrome on their own behalf or on behalf of another person;
 - (c) fix, install, or place anything at the Aerodrome for the purpose of any business or undertaking;
- 6.2. No person shall injure, deface, or remove any flowers, plants, trees, shrubs, pavement, road or any building or structures upon the Aerodrome without the permission of the Village.
- 6.3. Provided that all prerequisites of the Community Charter, Local Government Act, Aeronautical Act, Canadian Aviation Regulations, other applicable federal and provincial enactments, Village bylaws and policies have been met, the Chief Administrative Officer for the Village, or designate, is delegated with the authority to regulate services respecting the Kaslo Aerodrome including:
 - (a) negotiation, approval, execution, and amendment on behalf of the Village of:

- i. Licencing agreements (including advertising, occupation of land and improvements, or filming rights) that have a term of five (5) years or less (including renewals or extensions), and have a value of less than \$250,000;
 - ii. Lease agreements (including land) that have a term of five (5) years or less (including renewals or extensions), and have a value of less than \$250,000;
 - iii. Operating agreements (including with air carriers, airshow parties, glider operations, and other operations) that have a term of five (5) years or less (including renewals or extensions);
 - iv. Permits (including vehicle operator, development, facility, environmental, safety, operations, construction) that have a term of five (5) years or less.
- (b) The development and implementation of systems, processes, and procedures for the effective operation of the Aerodrome, including but not limited to emergency preparedness & response, airside inspections, wildlife management, foreign object debris control, snow removal and ice control, construction control and safety, aircraft refueling safety, safety management, airside vehicle operation, apron management, maintenance, disabled aircraft removal, altimeter and wind readings, aeronautical information, and quality assurance.
- (c) Impose fees in accordance with the Village's Fees & Charges Bylaw, as amended from time to time.
- 6.4. The Chief Administrative Officer shall provide a report to Council to be received for information regarding any license, agreement, or permit pursuant to this bylaw, on an annual basis.
- 6.5. Council will make the final decisions on:
- (a) Approval of strategic plans;
 - (b) Approval of the acquisition and disposition of real property;
 - (c) Aerodrome fees and charges.

7. Effective Date

This bylaw shall take effect upon adoption.

READ A FIRST TIME this ____ day of _____, 202_.

READ A SECOND TIME this ____ day of _____, 202_.

READ A THIRD TIME this ____ day of _____, 202_.

RECONSIDERED AND ADOPTED this ____ day of _____, 202_.

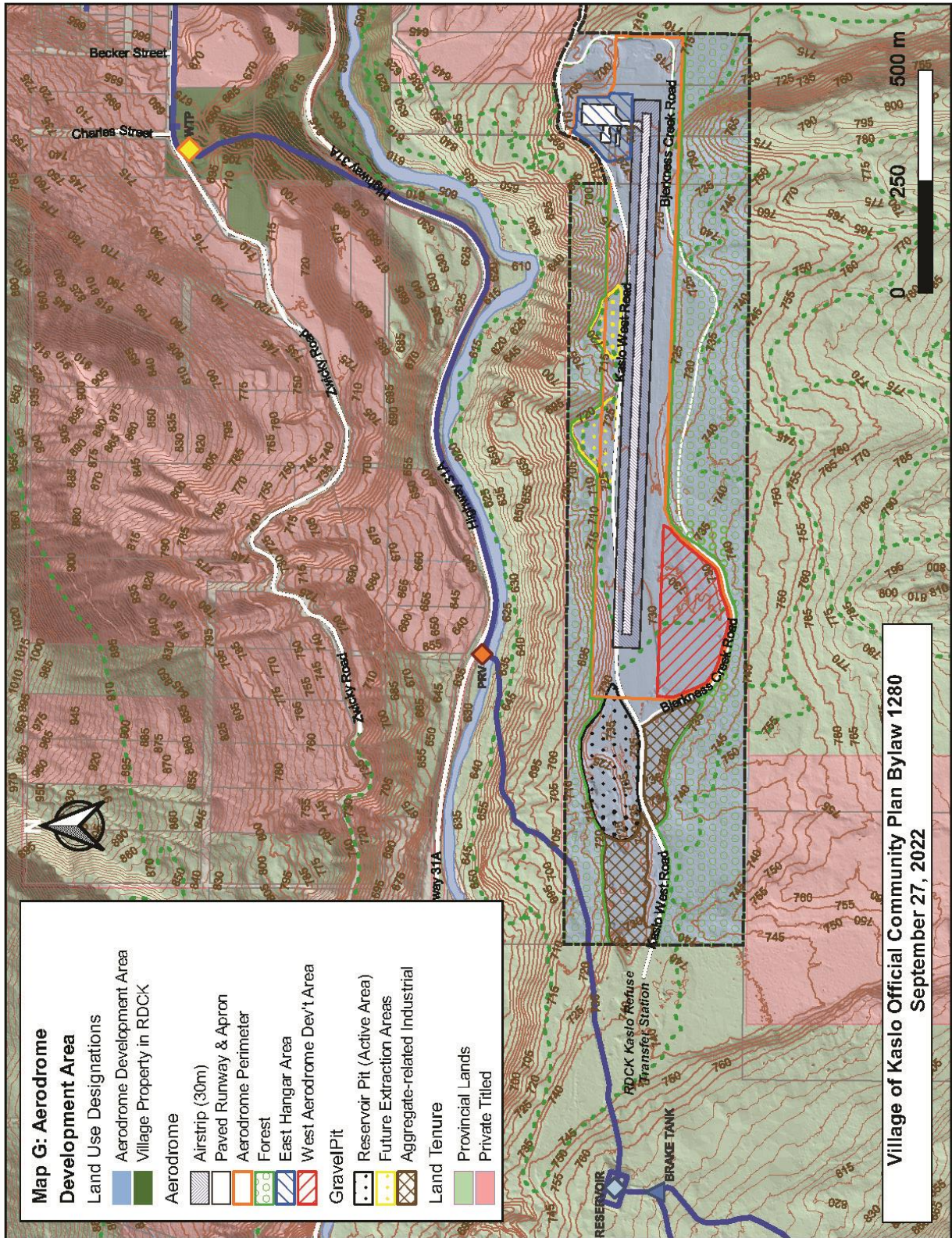
MAYOR

CORPORATE OFFICER

Certified to be a true copy of "Kaslo Aerodrome Regulation Bylaw No. 1309, 2024"

CORPORATE OFFICER

Schedule A – Kaslo Aerodrome Lands



DATE: November 19, 2024

FILE NUMBER: 0340-50-01

TO: Mayor and Council

FROM: Robert Baker, Chief Administrative Officer

SUBJECT: Snow & Ice Control Policy

1.0 PURPOSE

To seek revision to the Village's policy for Snow Clearing.

2.0 RECOMMENDATION

THAT the Snow Clearing Policy be revised as presented in a Staff Report titled Snow & ice Control Policy dated November 19, 2024.

3.0 BACKGROUND

In 2015, the Village developed a Snow Clearing policy that established priorities and identified responsibilities for the safe passage of vehicles and pedestrians during the Winter Season by defining the service level for snow and ice control on public roads, sidewalks, and parking lots. As we head into the 2024/2025 winter season, staff have reviewed the policy and would like to propose administrative changes including revision to the format, the addition of statutory provisions, reference to tenants/lessees/occupiers of Village property, and definitions. The service level remains unchanged; however, the Priority Areas have been defined by street name and there is now reference to street signs and fire hydrants.

4.0 DISCUSSION

Council's role in the delivery of snow and ice control activities is to provide strategic direction, define service levels, allocate funding, and monitor the effectiveness of service delivery. Staff have been delegated with authority to administer and operationalize Council policies, and have overall decision-making responsibility for snow and ice control activities; however, any changes to the service level are at the sole discretion of Council. The proposed revision to the 2015 Snow Clearing policy is not intended to make any changes to the service level, rather the proposed revision is intended to modernize the format of the policy and add administrative information.

At this time, the policy does not define the level of service for snow and ice control being provided by Village staff to municipally owned buildings other than to identify that tenants, lessees, and occupiers of Village properties are responsible for snow and ice control of their area unless it has been assigned to the Village through an Agreement. Staff may return to Council prior to the 2025/2026 winter season seeking to define the service level for municipally owned buildings, including the removal of snow from roofs, fire lanes, and sidewalks at City Hall and the Kemball Memorial Centre, etc.

5.0 OPTIONS

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

1. **The Snow Clearing policy be revised as presented with no changes to the service level.** *Staff will implement the policy and may propose further revisions prior to the 2025/2026 winter season.*
2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

As there is no change in service level, there are no financial impacts to the proposed policy revision.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

This policy applies to snow and ice control on all public roads, sidewalks, and parking lots within the Village of Kaslo as enabled by the Community Charter Part 2: Division 1 – Purposes and Fundamental powers:

Municipal Purposes

7. *The purposes of a municipality include*
 - (b) *Providing services, laws and other matters for community benefit*

Community Charter Part 5: Division 1 – Council Roles and Responsibilities identifies:

Council as governing body

114. (3) *The power, duties and functions of a municipality are to be exercised and performed by its council, except as otherwise provided under this or another Act, and a council, in exercising or performing its powers, duties and functions, is acting as the governing body of the municipality.*
- (4) *A council has all necessary power to do anything incidental or conducive to the exercise or performance of any power, duty or function conferred on a council or municipality by this or any other enactment.*

Responsibilities of council members

115. *Every council member has the following responsibilities:*
 - (a) *to consider the well-being and interest of the municipality and its community;*
 - (b) *to contribute to the development and evaluation of the policies and programs of the municipality respecting its services and other activities;*

Responsibilities of mayor

116. (1) *The mayor is the head and chief executive officer of the municipality.*
- (2) *In addition to the mayor's responsibilities as a member of council, the mayor has the following responsibilities:*
 - (a) *to provide leadership to the council, including recommending bylaws, resolutions and other measures that, in the mayor's opinion, may assist the peace, order and good government of the municipality;*
 - (d) *to provide, on behalf of council, general direction to municipal officers respecting implementation of municipal policies, programs and other directions of the council*

Bylaw

#1265, Bylaw to Establish Municipal Officers

Chief Administrative Officer – General Administration

- *Manage the municipal corporation within applicable laws;*
- *Direct the operation of all Village departments within the corporate policies and budget established by Council;*
- *Implement Council directives, and;*
- *Act as the principal intermediary between the Village and the administration of other governments and all other entities dealing with the municipality.*

#1120, Bylaw to Regulate Traffic, Parking and the Use of all Public Streets, Boulevards and Sidewalks within the Village of Kaslo

Removal of Vehicles, Chattels and Obstructions

(b) The Village, its contractors, or authorized agents may move, seize, detain or impound a vehicle, or cause a vehicle to be moved, seized, detained or impounded, and taken and stored in a safe and otherwise suitable place that is:

(iii) parked on a highway or public place in such a manner that impedes the removal of snow by the Village, its contractors or authorized agents;

Policy

Snow Clearing – passed by Council resolution on January 13, 2024 (5/2015).

8.0 STRATEGIC PRIORITIES

None to report.

9.0 OTHER CONSIDERATIONS

None to report.

RESPECTFULLY SUBMITTED



Robert Baker, Chief Administrative Officer

ATTACHMENTS: Policy - Snow Clearing, resolution 5/2015
Policy - Snow & Ice Control - DRAFT

THE VILLAGE OF KASLO

Resolution 5/2015

Policy Title: Snow Clearing Policy

Policy Statement:

It is the policy of Council to recognize snow ploughing as a priority municipal service.

Policy Background:

The previous snow clearing policy was at least 20 years old and needed to be updated to reflect changes in the community and the actual approach of the Public Works crew.

Policy Goal:

It is the goal of this policy to ensure that all developed properties in the Village remain accessible during the winter season.

Policy Objectives:

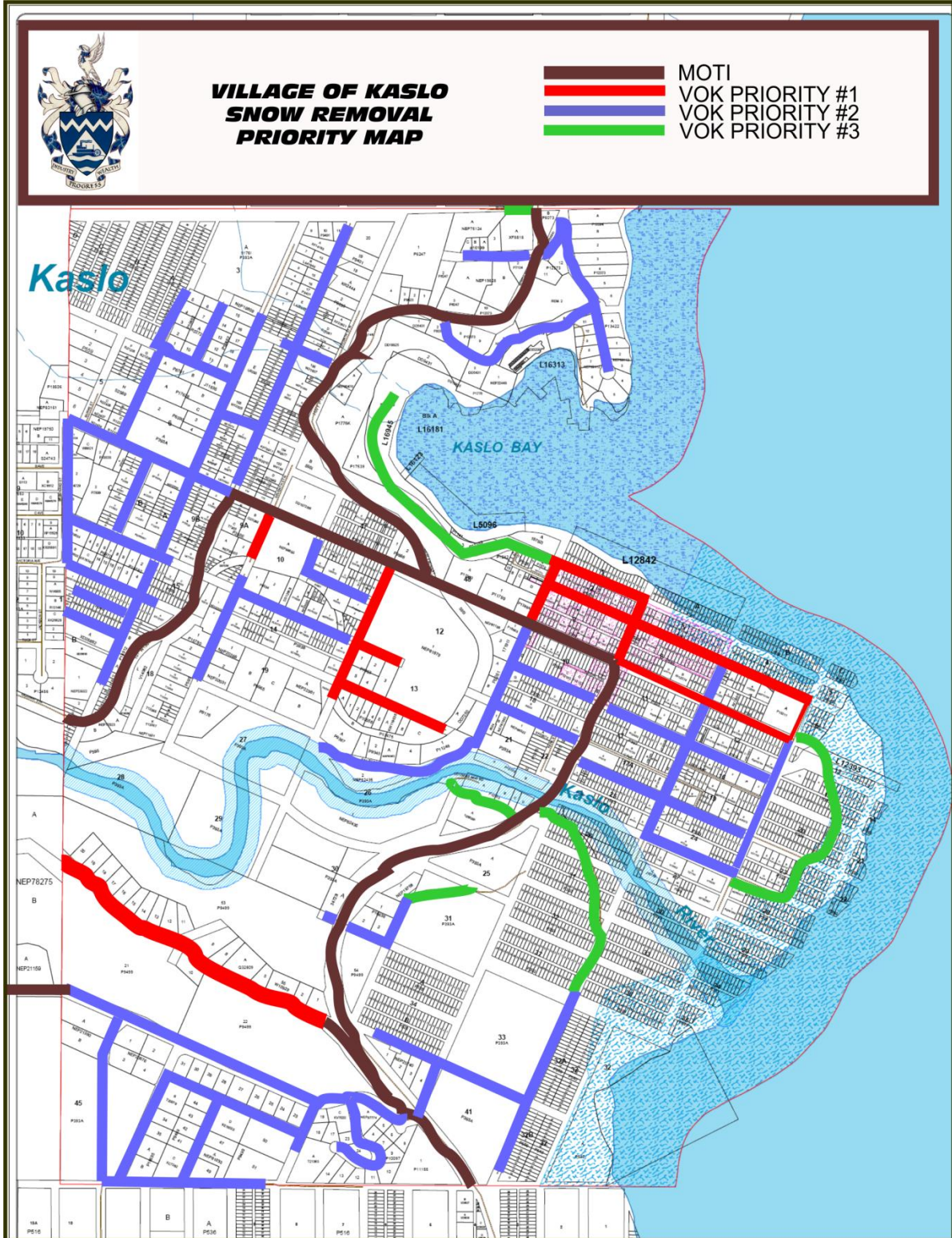
As conditions, equipment, and manpower permits, to adhere to the plough route schedule as outlined in schedule 'A' attached to this policy.

1. To plough when snow accumulations reach:
 - on weekdays (Monday through Friday, except statutory holidays) 10 cm or more;
 - on weekends (Saturday, Sunday and statutory holidays) 10 cm or more OR at the discretion of the Public Works Foreman or Acting Supervisor.
2. To plough the following routes as a **first** priority:
 - School bus routes adjacent to highways;
 - Arena Avenue, inclusive of emergency services access;
 - Main thoroughfares – Front Street, Water Street, 'A' Avenue .
3. To plough the following routes as a **second** priority:
 - Upper Kaslo, Lower Kaslo, North Marine Drive Area;
 - Village sidewalks;
 - Hale Subdivision.
4. To plough the following routes as a **third** priority:
 - Village properties and parking areas;
 - Kaslo West Road (parts not serviced by MOTI).
5. To clear center windrows in intersections, and to widen intersections where snow obstructs visibility for motorists.
6. To plough the walking paths as time permits.
7. To plough alleys every second snowfall, as time and snow conditions permit, and only during regular working hours.

8. At the Public Works Foreman's discretion, to sand intersections and hills to reduce traffic hazards and to plough and sand at lesser snow accumulations when temperature causes hazardous traffic conditions.
9. To authorize the Public Works Foreman to call-out crews on overtime when required to achieve the policy's goal and objectives.
10. To keep all road boulevards and lanes clear of obstructions. Property owners are to provide off-street parking. Parked vehicles that continually impede snow clearance will be towed away at the owner's expense.
11. To prohibit property owners to remove snow from private property onto any boulevard or lane. Property owners that continually remove snow in this fashion shall be invoiced by the Village for the time spent on activities related to clearing this obstruction.
12. Municipal rights of way that do not meet current subdivision servicing road standards and/or do not access developed properties are not ploughed.
13. Municipal roads and rights of way that are determined to be unsafe or hazardous for municipal equipment, vehicles or staff will not be ploughed at the discretion of the Public Works Foreman.
14. A detailed "Village of Kaslo Snow Removal Notice", with answers to commonly asked questions is widely distributed and placed on the Village website every November.

*THIS POLICY WAS CONSIDERED AND ADOPTED BY COUNCIL ON JANUARY 13th 2015.
RESOLUTION 5/2015*

SCHEDULE 'A'



DEPARTMENT: Engineering & Public Works

FILE NUMBER: 0340-50

TITLE: Snow and Ice Control

Effective Date: January 13, 2015

Revision Date: November 26, 2024

PURPOSE

This policy establishes priorities and identifies responsibilities for the safe passage of vehicles and pedestrians during the Winter Season by defining the service level for snow and ice control on public roads, sidewalks, and parking lots.

REVISION HISTORY

No.	Date	Description
0	January 13, 2015	Original – resolution 5/2015
1	November 26, 2024	Complete re-write; formatting, tenants/lessees/occupiers, cost of providing services, definitions. Service levels remain unchanged.

APPLICATION & STATUTORY PROVISIONS

This policy applies to snow and ice control on all public roads, sidewalks, and parking lots within the Village of Kaslo as enabled by the Community Charter Part 2: Division 1 – Purposes and Fundamental powers: *Municipal Purposes*, and Community Charter Part 5: Division 1 – Council Roles and Responsibilities: *Council as governing body, Responsibilities of council members, and Responsibilities of mayor*. It is intended to complement the Village’s Bylaw to Establish Municipal Officers and the Bylaw to Regulate Traffic, Parking and the Use of all Public Streets, Boulevards and Sidewalks within the Village of Kaslo.

POLICY STATEMENTS

Part 1 – General

1. The Village of Kaslo shall keep its public roads, sidewalks, and parking lots safe and operational to the extent defined by this policy.
2. Any changes to the service level are at the sole discretion of Council.
3. Staff have been delegated through bylaw with authority to administer and operationalize Council policies, and have overall decision-making responsibility for snow and ice control activities.
4. The service level for snow and ice control shall be communicated to the public on the Village’s website and periodically on social media throughout the Winter Season.

Part 2 – Service Level

5. During winter conditions, snow and ice control shall be performed on roads, sidewalks, and parking lots in the following order:
 - Priority 1 Areas;
 - Priority 2 Areas to the extent that doing so does not compromise the Village’s ability to keep Priority 1 Areas operational; and
 - Priority 3 Areas after a snowstorm has ended.

6. Priority 1 Areas are defined as:
 - Sufficient length and width of Arena Avenue for emergency service vehicles to access Kaslo Station 491;
 - Sufficient length and width on school bus routes adjacent to highways; specifically, Victoria Avenue, Sixth Street, and C Avenue between Sixth Street and the school;
 - Sufficient length and width of Seventh Street to provide access to the Health Centre;
 - Main thoroughfares, including Water Street, Front Street, A Avenue, and connecting portions only of Fifth Street, Fourth Street, and Second Street;
 - The visibility of street signs in Priority 1 Areas.
7. In Priority 1 Areas, snow shall not be allowed to accumulate greater than 10 cm (4 inches). Work on Priority 1 Areas will be continuous and will not end until conditions warrant at the discretion of Village staff. The amount of accumulation permitted before equipment operators are dispatched will depend upon the type of snow, air and road temperatures, and forecast. Accumulation and conditions will be actively monitored by staff. Intersections and hills in Priority 1 Areas will be sanded at staff's discretion to mitigate hazardous conditions.
8. Priority 2 Areas are defined as:
 - Any remaining length and width of Priority 1 Areas;
 - Sufficient length and width of roads in Upper Kaslo, Lower Kaslo, Hale Subdivision, and North Marine Drive for vehicles to transit;
 - The visibility of street signs in Priority 2 Areas;
 - Access to fire hydrants;
 - Sufficient length and width of sidewalks along main thoroughfares for pedestrians to transit.
9. Priority 2 Areas are cleared after Priority 1 Areas unless staff deem it more efficient to for the work to occur concurrently. Snow accumulation on Priority 2 areas shall not be allowed to exceed 10 cm (4 inches).
10. Priority 3 Areas are defined as:
 - Any remaining length and width of Priority 2 Areas;
 - Parking lots;
 - Kaso West Road (parts not serviced by Ministry);
 - Alleys;
 - Walking paths.
11. Priority 3 Areas are cleared after Priority 2 Areas and during the cleanup phase of a storm or a buildup of snow and ice. Work shall occur during normal work hours only.
12. Tenants, lessees, and occupiers of Village owned property are fully responsible for snow and ice control in the property area, unless the responsibility has been assigned to the Village or a third-party through a written Agreement. Tenants, lessees, and occupiers may request to have their areas cleared by the Village during snow operations. In these cases, their areas will be treated as Priority 3 areas and cleared after all other work has been completed. Tenants, lessees, and occupiers shall be invoiced for all work done by the Village within their leased areas in accordance with the Village's Fees & Charges Bylaw.

Part 3 – Cost of Providing Services

13. There are no fees for snow or ice control defined by this policy except as described for snow or ice control on leased areas. Where there is a request from a lessee for additional snow or ice control, there will be a charge based on the cost of providing the service as per the Village's Fees & Charges Bylaw.

RESPONSIBILITIES

Council contributes to the development and evaluation of policies and programs of the Village respecting its services and other activities.

The Mayor is the head and Chief Executive Officer of the Village. The Mayor has the statutory responsibility to provide leadership to Council and to provide general direction to Municipal Officers in respect of Village policies, programs and the direction of Council.

The Chief Administrative Officer has been delegated with authority to administer and operationalize this policy, and may delegate snow and ice control responsibilities to Village staff and contractors as necessary, as well as close roads, sidewalks, and parking lots in the interest of public safety.

DEFINITIONS

Ice control chemicals are used to prevent ice formation, to prevent ice from bonding to a surface, or to break up or melt ice on a surface.

Ice Control involves the control of the build-up of packed snow or ice on roadways through the use of equipment, abrasive materials or chemicals;

Priority 1 area means a primary road that is cleared throughout a storm to maintain its operational capacity, i.e. safe flow of traffic in winter storm conditions.

Priority 2 area means a secondary road, sidewalk, or parking lot that is cleared as soon as practical after Priority 1 areas.

Priority 3 area means an area that is cleared after a storm to return roads, sidewalks, and parking lots to full operational use.

Parking Lot means a property owned by the Village that is designated, designed and intended for use by the public where cars or other vehicles may be left temporarily.

Road or **Roadway** has the same meaning as "Roadway" in Section 119 of the Motor Vehicle Act, RSBC 1996, c. 318 (the "Act").

Sanding is the application of small particles of crushed angular mineral aggregates or natural sand material used to improve surface friction levels.

Sidewalk has the same meaning as in Section 119 of the Act.

Snowbank/Windrow: A ridge of snow that can vary in height and width and is created mechanically along the edge of a paved surface, typically as snow falls off the outer edge of the plow.

Snowdrift: A heap or mound of snow created by action of the wind. Snowdrifts resemble sand dunes and are formed in a similar manner, namely, by wind moving light snow and depositing it when the wind is slowed, usually against a stationary object. Snow normally crests and slopes off toward the surface on the windward side of a large object. On the leeward side, areas near the object are a bit lower than surrounding areas, but are generally flatter.

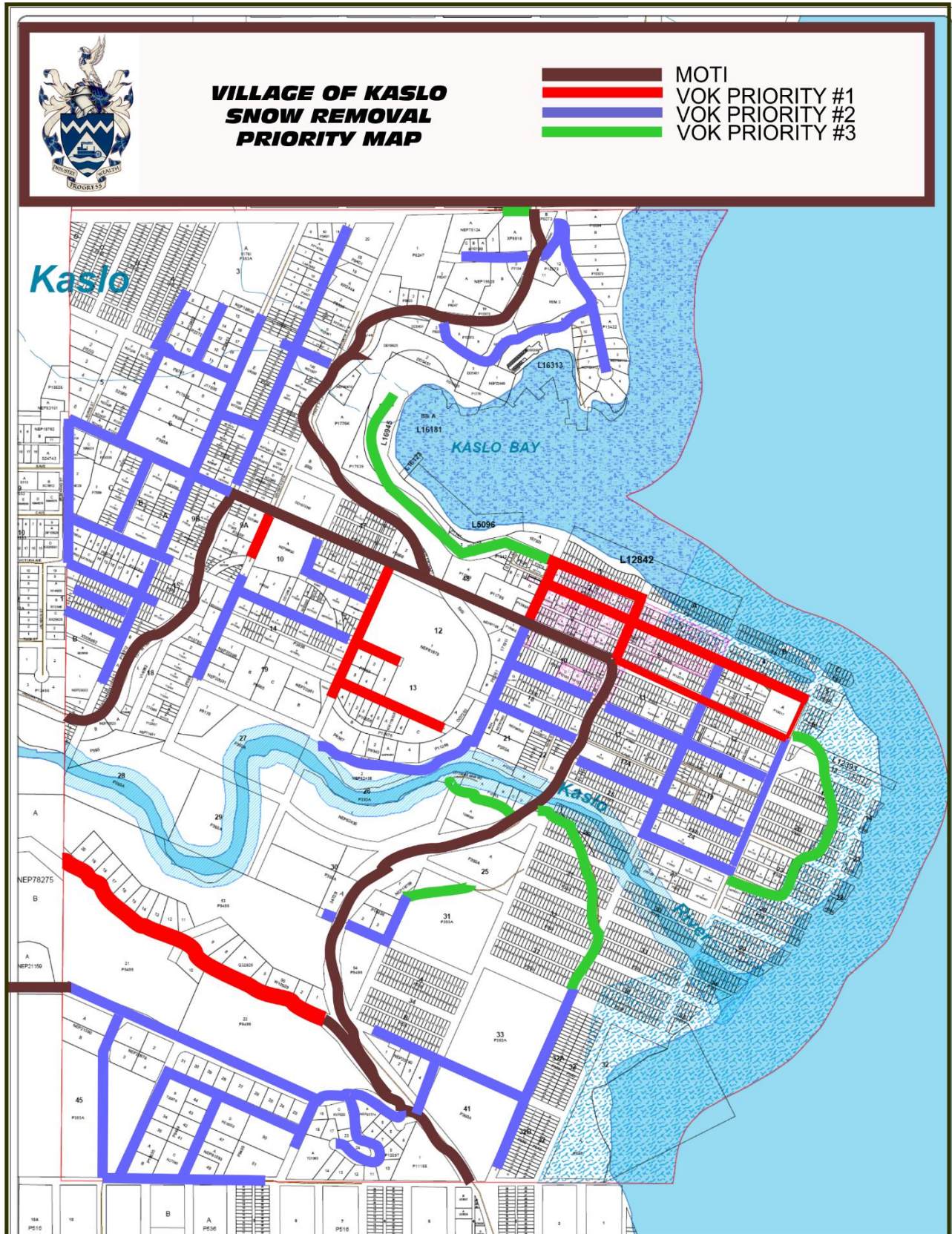
Snow Clearing means to move or push the accumulation of snow from roads or sidewalks using equipment, including, but not limited to, graders, loaders, plow trucks, pickup trucks and skid-steer loaders. Snow will not be cleared to bare pavement.

Snow means to remove snow from areas adjacent to municipal roads or sidewalks to ensure adequate sight lines at intersections, and drainage.

Staff is the Chief Administrative Officer or designate.

Winter Season is generally October through March; however, this policy applies to snow and ice control year-round.

Schedule A – Priority Areas



DATE: December 5, 2024

FILE NUMBER: 2380-20

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Racquet Club Lease Renewal

1.0 PURPOSE

To consider renewing the Kaslo Racquet Club's lease of municipal lands on Arena Ave.

2.0 RECOMMENDATION

THAT the Village lease a portion of Block 22, Plan 9499, District Lot 209, Kootenay Land District, to the Kaslo Racquet Club for a five (5) year term from January 1, 2025, to December 31, 2029, for \$400 in the first year with 3% increases in each subsequent year.

3.0 BACKGROUND

The Kaslo Racquet Club (KRC) has leased the municipally owned tennis/pickleball courts next to the Kaslo Arena for a decade. Prior to 2015, the lease was in the name of the now-defunct Kaslo Tennis Club. In recent years, the KRC have secured grant funding to improve the condition of the courts, which they maintain for their members and guests. The current lease agreement will expire on December 31, 2024, and the KRC wishes to renew the lease for a further 5 year term. Public notice is required prior to the disposition of municipal lands.

4.0 DISCUSSION

The proposed lease agreement between the Village and the KRC covers the 5-year period from January 1, 2025, through December 31, 2029. The subject lands include the courts and some surrounding land. The KRC will assume responsibility for maintenance of the site and will manage access as they see fit. Any further development of the facilities during the term of the lease will require the prior written approval of the Village.

The proposed agreement follows the standard municipal lease template other than the language of section 17 – Environmental Matters is modified to clarify that the KRC is not responsible for contamination that occurred prior to their occupancy of the site.

5.0 OPTIONS

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

1. **Renew the lease.** *KRC will continue to manage the facility.*
2. Do not renew the lease. *KRC will not stop managing the facility and the courts could be closed or alternate arrangements for their continued operation could be developed with Council's direction.*
3. Refer to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The lease fee reflects the annual administration cost of the agreement, estimated at \$400 for 2024, with 3% increases in each subsequent year to account for inflation.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Notice of proposed disposition of municipal land, including disposition through lease agreements, must be given in accordance with section 26 of the *Community Charter*. The proposed disposition was advertised in the November 28th edition of the Valley Voice as well as on the Village's website and bulletin boards at City Hall, once each week for two consecutive weeks, more than 7 days prior to the date when Council will finalize their decision, in accordance with section 94 of the *Community Charter*.

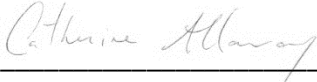
8.0 STRATEGIC PRIORITIES

Renewing the lease agreement with the KRC is a 4th Quarter 2024 strategic priority.

9.0 OTHER CONSIDERATIONS

Council has received correspondence from individuals dissatisfied with the KRC's management of the facility. Making changes to the existing lease arrangements has not been identified as Council priority at this time.

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- DRAFT 2025-2029 KRC lease

CAO COMMENTS:

The recent capital upgrades that have occurred at the tennis & pickleball courts are remarkable, particularly as they are the result of volunteer efforts. The Kaslo Racquet Club sought grant funding and managed the projects through to completion, whereas the improvements simply wouldn't have occurred if it weren't for their vision, hard work, and commitment. Kaslo has a top-notch facility, run by Club members who are obviously passionate and dedicated. If Council is pleased with the level of service being provided in partnership with the Kaslo Racquet Club, then it ought to renew the Lease Agreement as recommended in this Staff Report.

Notwithstanding the improvements, it's recognized that there are members of the public who would like to see the courts unsecured and free of charge. These are topics which were discussed earlier this year at the Board level within the Kaslo Racquet Club. Upon review, the Board decided not to make any major changes to the way it provides the service. Unless Council has concern with the safety, security, or risks present at the courts, it should be cautious in considering whether to intervene. Moreover, the Village has not gathered any information to provide Council with alternate service delivery models, and doing so would require Council to revisit its strategic priorities for 2025. At this time, staff would recommend that Council maintain status quo with respect to service delivery through the Kaslo Racquet Club.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

November 20, 2024

Date

LEASE

THIS LEASE made the _____ day of _____, 20____.

UNDER THE LAND TRANSFER FORM ACT, PART 2**BETWEEN:****VILLAGE OF KASLO**

PO Box 576, Kaslo, BC, V0G 1M0

(the "**Landlord**")

OF THE FIRST PART

AND:**KASLO RACQUET CLUB**

PO Box 485, Kaslo, BC, V0G 1M0

(the "**Tenant**")

OF THE SECOND PART

WHEREAS the Landlord is the owner of the land herein;

AND WHEREAS the Tenant has requested and the Landlord has agreed to grant a lease in the following terms (the "**Lease**");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents, covenants and agreements of the Tenant and the Landlord in this Lease, the Tenant and the Landlord agree as follows:

1.0 Land

1.1 The Landlord leases to the Tenant the land described in Schedule "A" annexed to this Lease (the "**Land**") situate in Kaslo, British Columbia.

2.0 Term

2.1 For the term of five (5) years commencing on the 1st day of January, 2025, and ending on the 31st day of December, 2029 (the "**Term**").

3.0 Use

3.1 The Tenant shall use the Land for the purpose of tennis and pickleball activities and for no other purpose without the prior written consent of the Landlord.

4.0 Rent

4.1 The Tenant shall pay to the Landlord an annual rent of \$400 plus GST in the first year of the Term with 3% increases in each subsequent year for the balance of the Term, due and payable on the first day of each year in the Term.

4.2 The Tenant shall pay all rents and additional rents reserved under this Lease.

5.0 Taxes

5.1 The Tenant shall pay all taxes, rates, duties, and assessments whatsoever, whether municipal, provincial, federal, or otherwise, now charged or hereafter to be charged upon the Land, or upon the Tenant, on account thereof, except such taxes, rates, duties, and assessments which the Tenant is by law exempted from.

6.0 Utilities

6.1 The Tenant shall pay as they become due all charges for utilities used on the Land, including without limitation charges for all gas, oil, telephone, electricity and internet used on the Land.

7.0 Construction

7.1 The Tenant shall not construct, place or alter any buildings or structures on the Land, or any signs visible from the exterior of any building on the Land unless, prior to any construction or alteration, having first obtained the written consent of the Landlord, and any permits and inspections required by law.

7.2 Any construction, placement or alteration of buildings or structures on the Land shall be carried out at the cost of the Tenant.

8.0 Repair and Maintenance

8.1 The Tenant shall give immediate notice to the Landlord of any defect in any water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;

8.2 The Tenant shall repair and shall keep and leave whole and in good repair all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;

8.3 The Landlord may at all reasonable times without prior notice enter and view the state of repair of the Land and any buildings and structures on the Land and the Tenant will repair within thirty (30) days of receiving written notice any defect in water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;

8.4 Sections 8.2 and 8.3 shall not apply to reasonable wear and tear, or damage by any peril the risk of which has been insured against pursuant to section 12.2.

8.5 The Tenant shall at all times maintain the Land and any building or structure on the Land to an excellent standard of maintenance.

9.0 Assign or Sublet

9.1 The Tenant shall not assign nor sublet, licence, sub-licence or grant any other right or interest in the Land without prior written consent of the Landlord.

9.2 The Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent.

10.0 Nuisance

10.1 The Tenant shall not carry on or do or allow to be carried on or done on the Land anything that:

- (a) may be or become a nuisance to the Landlord or the public;
- (b) increases the hazard of fire or liability of any kind;
- (c) increases the premium rate of insurance against loss by fire or liability upon the Land or any building or structure on the Land;
- (d) invalidates any policy of insurance for the Land or any building or structure on the Land; or
- (e) directly or indirectly causes damage to the Land or any building or structure on the Land.

11.0 Regulations

11.1 The Tenant shall comply promptly at its own expense with all statutes, regulations, bylaws and other legal requirements (collectively, "**Laws**") of all federal, provincial or local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the

Tenant.

12.0 Insurance

- 12.1 The Tenant shall take out and maintain during the Term a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Land by the Tenant in the amount of not less than Three Million Dollars (\$3,000,000.00) per single occurrence or such greater amount as the Landlord may from time to time require, naming the Landlord as an additional insured party thereto, and shall provide the Landlord with a certified copy of such policy or policies.
- 12.2 All policies of insurance required by this Lease shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice.
- 12.3 If the Tenant does not provide or maintain in force the insurance required by this Lease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand.
- 12.4 If both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

13.0 Indemnification

- 13.1 The Tenant shall indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use or occupation of the Land by the Tenant or the carrying on upon the Land of any activity in relation to the Tenant's use or occupation of the Land and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Land for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, or by reason of non-compliance by the Tenant with Laws or by reason of any defect in the Land, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease.
- 13.2 For the purposes of section 13.1, "Tenant" includes any assignee, sub-tenant, licensee or sub-licensee of the Tenant.

14.0 Builders Liens

- 14.1 The Tenant shall indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making

of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Land or any building or structure on the Land, and the Tenant shall promptly take all legal action necessary to cause any lien to be discharged. The Landlord shall be at liberty to file a notice of interest against title to the Land pursuant to the *Builders Lien Act*.

15.0 Possession

15.1 The Tenant shall upon the expiration or earlier termination of this Lease peaceably surrender and give up possession of the Land without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary.

16.0 Condition of Premises

16.1 The Tenant acknowledges that it has with due diligence investigated and satisfied itself with respect to the condition of the Land and its suitability for the uses permitted by this Lease, including without limitation with respect to its size, dimensions, state, condition, environmental condition or impact, presence or absence of any substances or conditions (whether hazardous or not), soil and water condition, usefulness, topography, legal access, services and zoning.

17.0 Environmental Matters

17.1 Definitions

For the purposes of this section 17.0:

- (a) “Contaminants” means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“PCBs”), PCB-containing equipment or materials, pesticides, defoliants, fungi, including mould and spores arising from fungi, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) “Environmental Laws” means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, code of practice, and other lawful requirements of any government authority having jurisdiction over the Land now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity.

17.2 Tenant's Covenants and Indemnity

The Tenant covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Land for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Landlord;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Land;
- (c) to promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit, report or test results relating to the Land conducted by or for the Tenant at any time;
- (d) to waive the requirement, if any, for the Landlord to provide a site profile for the Land under the *Environmental Management Act* or any regulations under that Act;
- (e) to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Land in strict confidence except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may not be unreasonably withheld;
- (f) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Land or any adjacent property that could contaminate the Land or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (g) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any government authority under Environmental Laws, to remove from the Land all Contaminants, and to remediate by removal any contamination of the Land or any adjacent property resulting from Contaminants, in either case, brought onto, used at, or released from the Land by the Tenant or any person for whom it is in law responsible. The Tenant will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Tenant will provide to the Landlord full information with respect to any remedial work performed under this sub-clause and will comply with the Landlord's requirements with respect to such work. The Tenant will use a qualified environmental consultant approved by the Landlord to perform the remediation and will obtain the written agreement of the consultant to the Landlord relying on its report. The Tenant will, at its own cost, obtain such approvals and certificates from the BC Ministry of Environment and other applicable

government authorities in respect of the remediation as are required under Environmental Laws or by the Landlord, including without limitation, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the Landlord. All such Contaminants will remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

- (h) to indemnify the Landlord and its shareholders, directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Land and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this section 17.0 by the Tenant; or
 - (ii) any release or alleged release of any Contaminants at or from the Land related to or as a result of the use and occupation of the Land or any act or omission of the Tenant or any person for whom it is in law responsible.

The obligations of the Tenant under this section 17.0 will survive the expiry or earlier termination of this Lease.

18.0 Quiet Enjoyment

18.1 The Landlord covenants with the Tenant for quiet enjoyment.

19.0 Termination and Re-entry

19.1 If the Tenant defaults in the payment of rent, or the payment of any other sum payable under this Lease, or fails to perform any covenant under this Lease and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may terminate this Lease and may re-enter the Land and the rights of the Tenant with respect to the Land shall lapse and be absolutely forfeited.

20.0 Forfeiture

20.1 The Landlord, by waiving or neglecting to enforce the right to termination and forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease.

21.0 Distress

21.1 If the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the Land and any building or structure on the Land and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result.

22.0 Destruction

22.1 If the Land or any building or structure on the Land or any part of them are at any time during the Term burned down or damaged by fire, flood, lightning, explosion, tempest, earthquake or tsunami:

(a) the rent or a proportionate part of it according to the nature and extent of the damage sustained shall be suspended and abated until the Land or any building or structure on the Land has been rebuilt or made fit for the purpose of the Tenant; or

(b) if the Tenant elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this subparagraph (b), if the Tenant does not advise the Landlord concerning the Tenant's intention within thirty (30) days of the damage occurring, the Tenant shall be deemed to have elected not to undertake restoration, repair and replacement.

22.2 If the Tenant elects to undertake restoration, repair or replacement of damage referred to in section 22.1, the Tenant shall complete such restoration, repair or replacement within twelve (12) months of the damage occurring.

23.0 Fixtures

23.1 Unless the Tenant, upon notice from the Landlord, removes them, all buildings, structures or improvements constructed, placed or installed on the Land by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the termination or expiry of this Lease, become the sole property of the Landlord at no cost to the Landlord.

24.0 Holding Over

24.1 If the Tenant holds over following the Term and the Landlord accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month.

25.0 Landlord's Payments

25.1 If the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable or responsible under this Lease, then the Landlord may

add the cost or amount of the damage, loss, expense or payment to the rent and may recover the cost or amount as additional rent.

26.0 Landlord's Repairs

26.1 If the Tenant fails to repair or maintain the Land or any building or structure on the Land in accordance with this Lease, the Landlord, its agents, employees or contractors may, upon ninety-six (96) hours notice or without notice in the event of an emergency, enter the Land and any building or structure on the Land and make the required repairs or do the required maintenance and recover the cost from the Tenant.

26.2 In making the repairs or doing the maintenance under section 26.1, the Landlord may bring and leave upon the Land and any building or structure on the Land all necessary materials, tools and equipment, and the Landlord will not be liable to the Tenant for any inconvenience, annoyance, loss of business or injury suffered by the Tenant by reason of the Landlord effecting the repairs or maintenance.

27.0 Insolvency

27.1 If

- (a) the Term or any of the goods or chattels on the Land are at any time seized or taken in execution or attachment by any creditor of the Tenant;
- (b) a writ of execution issues against the goods or chattels of the Tenant;
- (c) the Tenant makes any assignment for the benefit of creditors;
- (d) the Tenant becomes insolvent;
- (e) the Tenant is an incorporated company or society and proceedings are begun to wind up the company or society; or
- (f) the Land or any part of it becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord;

the Term shall, at the option of the Landlord, immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Landlord, and the Landlord may re-enter and repossess the Land despite any other provision of this Lease.

27.2 If the Tenant becomes bankrupt this Lease shall terminate immediately without any further act or notice of the Landlord.

28.0 Removal of Goods

28.1 If the Tenant removes its goods and chattels from the Land, the Landlord may follow them for thirty (30) days.

29.0 Renewal

29.1 Upon the expiration of the Term the parties may mutually agree to enter into a new lease of the Land containing agreed terms and conditions.

30.0 Time

30.1 Time is of the essence of this Lease.

Notices

30.2 Any notice required to be given under this Lease shall be deemed to be sufficiently given:

- (a) if delivered, at the time of delivery, and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

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

If to the Tenant:

Address:

Kaslo Racquet Club
PO Box 485
Kaslo, BC V0G 1M0

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute then the notice may only be given by actual delivery of it.

31.0 Fitness of Premises

31.1 The Landlord has made no representation or warranties as to the condition, fitness or nature of the Land and by executing this Lease, the Tenant releases the Landlord from any and all claims which the Tenant now has or may in future have in that respect.

32.0 Net Lease

32.1 This Lease shall be a complete carefree net lease to the Landlord as applicable to the Land and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Land or any building or structure on the Land or the contents thereof except those mentioned in this Lease.

33.0 Binding Effect

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

34.0 Amendment

34.1 The parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties.

35.0 Law Applicable

35.1 This Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

36.0 Registration

36.1 Despite section 5 of the *Property Law Act*, the Landlord is not obligated to deliver this Lease to the Tenant in registrable form. The Tenant may, at its own expense, present to the Landlord for execution an instrument rendering this Lease registrable and register the same.

37.0 Interpretation

37.1 When the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.

37.2 All provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.

37.3 The headings to the clauses in this Lease have been inserted as a matter of

convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it.

37.4 Unless expressly stated otherwise, any reference in this Lease to a requirement for the consent or permission of the Landlord is deemed to be a reference to the consent or permission of the Landlord granted or withheld in the Landlord's sole, arbitrary and unfettered discretion.

IN WITNESS WHEREOF the parties have executed this Lease on the _____ day of _____, 20____.

VILLAGE OF KASLO
by its authorized signatories

_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____

KASLO RACQUET CLUB
by its authorized signatories

_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____

SCHEDULE A

The portion of Block 22, Plan 9499, District Lot 209, Kootenay Land District outlined in orange on the map below:



The subject lands are defined by the fence line along Arena Ave, and include 25 feet of land beyond the fence on the opposite side of the courts, and 10 feet of land beyond the fence on the other two sides of the court (towards the Arena and towards Balfour Ave).

DATE: November 18, 2024

FILE NUMBER: 2380-20-02, -03

TO: Mayor and Council

FROM: Robert Baker, Chief Administrative Officer

SUBJECT: Boat Clubs – Sublease Agreements

1.0 PURPOSE

To consider sublease agreements with the Kaslo Boat Club and Kaslo Bay Marine Club for the purpose of operating and maintaining a marina.

2.0 RECOMMENDATION

THAT staff fully execute sublease agreements with the Kaslo Boat Club and Kaslo Bay Marine Club as detailed in the Staff Report titled Boat Clubs – Sublease Agreements dated November 18, 2024.

3.0 BACKGROUND

The Village of Kaslo maintains a Moorage Lease with the Province of BC for the purpose of operating and maintaining a marina in Kaslo Bay within District Lot 5096 and unsurveyed Crown foreshore. The Lot is approximately 1.62 hectares and permits subleasing to the Kaslo Boat Club and Kaslo Bay Marine Club through December 14, 2036. Despite the option to sublease the subject areas until 2036, the Village has historically opted for shorter terms with the boat clubs. The Village's agreements with the two boat clubs expired December 14, 2022 and since then the Village and boat clubs have maintained communication in an attempt to negotiate new agreements. There were several challenges to overcome, and with the help of the Village's solicitor the terms have now been negotiated and the Village is in a position to consider executing new agreements.

4.0 DISCUSSION

The proposed terms and conditions of the sublease agreements with each boat club align with the terms and conditions of the Village's Moorage Lease with the Province. Specifically, the Moorage Lease now forms part of the sublease agreements (Schedule B), and the term of the Moorage Lease and sublease agreements are concurrent through 2036. This provides the boat clubs and their members with certainty when considering maintenance and improvements to their facilities.

Following are other terms and conditions that might be of interest to Council. The sublease agreements identify that the boat clubs have shared responsibility for maintaining jointly occupied areas (ramp), cannot sell marine petroleum products in the sublease area, and cannot permit use of the area for live-board facilities. The boat clubs must remain registered societies, maintain compliance with numerous environmental acts and regulations, and keep in force a minimum of \$5 million Comprehensive/Commercial General Liability insurance and Marina Operators Legal Liability insurance with the Village as an additional insured. The boat club members are required to provide the clubs with evidence of liability insurance based on the maximum amount of damage that would reasonably occur. The boat clubs are entitled to 10 parking spaces along Kaslo Bay Road for member access.

5.0 OPTIONS

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

1. **The Village enter into sublease agreements with the Kaslo Boat Club and Kaslo Bay Marine Club for the purpose of operating and maintaining a marina in Kaslo Bay under the terms and conditions of the Village's Moorage Lease with the Province of BC. Staff will finalize the agreements, including signatures and invoicing in accordance with their sublease agreements.**
2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The Village pays rent to the Province for Moorage Lease #403859 in the amount specified annually by the Province. The cost of the Moorage Lease is transferred to the boat clubs through their sublease agreements, as well as the Village's administrative and other costs. Notwithstanding their attempts, the boat clubs have not paid rent since 2022, and so the costs for 2022-2025 will be paid to the Village immediately upon execution of the sublease agreements. The sublease agreements do not specify the administrative and other costs for 2026-2036, but they do identify that fees will be calculated in three (3) year periods. This gives the Village an opportunity to review and adjust the fees at regular intervals. Please refer to Schedule C of the sublease agreements for further details of the sublease payments.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

The Village has advertised disposition of the leased land in accordance with Community Charter Part 3: Division 3 – Municipal Property, which states:

Notice of proposed property disposition

26. (1) *Before a council disposes of land or improvements, it must publish notice of the proposed disposition in accordance with section 94 [public notice].*
- (3) *In the case of property that is not available to the public for acquisition, notice under this section must include the following:*
- (a) a description of the land or improvements;*
 - (b) the person or public authority who is to acquire the property under the proposed disposition;*
 - (c) the nature and, if applicable, the term of the proposed disposition;*
 - (d) the consideration to be received by the municipality for the disposition.*

8.0 STRATEGIC PRIORITIES

Council has recently reviewed its Strategic Priorities and indicated that renewal of sublease agreements with the boat clubs is a high priority that it would like completed by the end of the 4th quarter 2024.

9.0 OTHER CONSIDERATIONS

None to report.

RESPECTFULLY SUBMITTED



Robert Baker, Chief Administrative Officer

ATTACHMENTS: Kaslo Boat Club, 2024 - Sublease Agreement
Kaslo Bay Marine Club, 2024 - Sublease Agreement



SUBLEASE AGREEMENT

This AGREEMENT made in duplicate this _____ day of _____, 2024.

BETWEEN:

VILLAGE OF KASLO **413 Fourth Street, Kaslo, BC PO Box 576 V0G 1M0**
(hereinafter referred to as the "Village")

OF THE FIRST PART

AND:

KASLO BOAT CLUB **PO Box 1359, Kaslo, British Columbia V0G 1M0**
(hereinafter referred to as the "Sublessee")

OF THE SECOND PART

WHEREAS the Village has a Moorage Lease No. 403859 with the His Majesty the King in Right of the Province of British Columbia for the Lands for the operation, construction, and maintenance of a marina, (the "Lease"); and,

WHEREAS the Sublessee is a society incorporated pursuant to the laws of British Columbia and registered under number S- 0019851; and,

WHEREAS the Sublessee wishes to sublease the Sublease Areas under the terms and conditions set out herein to operate, construct, and maintain a marina in the Sublease Area; and

WHEREAS the Sublessee wishes to obtain a non-exclusive license for the License Area and agrees to jointly and severally share responsibility with the Kaslo Bay Marine Club for operating, constructing, and maintaining the Licensed Area.

NOW THEREFORE, that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows

ARTICLE 1 – INTERPRETATION

1.1 In this Agreement,

“**Agreement**” means this lease;

“**Commencement Date**” means December 14, 2022;

“**disposition**” has the meaning given to it in the *Land Act* and includes a license of occupation;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunneling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of District Lot 5096 and 17197, Kootenay District, containing approximately 1.6 hectares identified on Schedule A attached to this Agreement entitled “Legal Description”, except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*);

“Licensed Area” means that part of District Lots 5096 and 17197, Kootenay District outlined in black on the attached Schedule A;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 3 and Schedule C;

“Sublease Area” means that part of the Sublease Area outlined in solid red on the Attached Schedule A;

“Term” means the period of time set out in section 2.3;

“we, “us” or “our” refers to the Village alone and never refers to the combination of the Village and the Sublessee: that combination is referred to as **“the parties”**; and

“You or “your” refers to the Sublessee.

- 1.2 In this Agreement, “person” includes a corporation, firm, association or society and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected, and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in or favour and all our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing the consent or approval or making that determination.
- 1.13 The forms of words of this Agreement will be construed and have the same effect as those contained in Schedule 2 of the Land Transfer Form Act.

ARTICLE 2 – GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a sublease of the Sublease Area for the purpose of constructing, operating and maintaining a marina.
- 2.2 In addition, we grant you a non-exclusive license to use, maintain, operate, and traverse on foot the License Area.
- 2.3 The Term of this Agreement commenced on the Commencement Date and terminates on December 14, 2036, or such earlier date provided for in this Agreement.
- 2.4 At the conclusion of the Term the Sublessee shall vacate the Subleased Land, unless the parties agree to renew.
- 2.5 Moorage Lease #403859, a copy of which is attached as Schedule B to this Agreement, is incorporated into this Agreement in its entirety as if it were set out in this Agreement. This Agreement is subject to and subordinate to the Lease in all respects, with the provisions of the Lease controlling in the event of conflict.
- 2.6 The Village hereby assigns, and the Sublessee hereby assumes all of the Village's obligations and liabilities with respect to the Sublease Areas under the Lease.
- 2.7 The Sublessee will perform all applicable duties and obligations of the Village under the Lease during the Term, and in any event, for so long as the Sublessee occupies the Sublease Area.

ARTICLE 3 – RENT

- 3.1 You will pay us for each year during the Term, the Rent shown in Schedule C, such Rent shall include the license fee for the License Area, and is payable on or before each anniversary of the Commencement Date.
- 3.2 We will, not later than 10 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying the amount billed to the Village by the Province for Moorage Lease #403859 and the total Rent payable by you under subsection 3.1 for the subsequent year of the Term.
- 3.3 The Subleasee acknowledges that no Payments of Rent have been made for the years 2022, 2023, and 2024, and agrees to pay those amounts to the Village immediately upon execution of this Agreement.
- 3.4 The Subleasee agrees to pay interest at the rate of 2% per month on any amounts of rent unpaid and outstanding after the Commencement Date.
- 3.5 Notwithstanding section 3.4, the Village and the Subleasee agree that no interest is payable on the outstanding amounts of Rent for the years 2022 and 2023 so long as the outstanding amounts of Rent for those years is paid on the Commencement Date. Interest shall be due and payable in accordance with the provisions of section 3.4 for any amounts of Rent not paid for the years 2022, 2023, and 2024 on or before the Commencement Date.

ARTICLE 4 – COVENANTS

- 4.1 The Sublessee covenants and agrees that it will:
 - (a) abide by and comply with all the terms and obligations imposed on the Village by Moorage Lease No. 403859;
 - (b) pay, when due,
 - (i) the Rent to the Village at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Sublease Area;
 - (c) deliver to the Village, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by the Sublessee under this Agreement;
 - (d) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Sublease Area or Improvements; and,
 - (ii) the provisions of this Agreement;
 - (e) maintain the Sublessee in good standing with the register of societies during the Term and any extension of the Term of this Agreement and in any case, for so long as the Sublessee uses and occupies the Sublease Area;

- (f) keep the Sublease Area, License Area, and the Improvements in a safe, clean, and sanitary condition satisfactory to the Village, and at the Village's written request, rectify any failure to comply with such a covenant by making the Sublease Area, License Area and the Improvements safe, clean, and sanitary;
- (g) operate, construct, and maintain the Licensed Area and any buildings or structures shared with the Kaslo Bay Marine Club, and that such obligation is jointly and severally shared with the Kaslo Bay Marine Club;
- (h) not commit any willful or voluntary waste, spoil or destruction on the Sublease Area or License Area or do anything on the Sublease Area or License Area that may be or become a nuisance or annoyance to an owner or occupier of the Sublease Area in the vicinity of the Sublease Area;
- (i) use and occupy the Sublease Area and License Area only in accordance with and for the purposes set out in section 2.1;
- (j) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Sublease Area and License Area except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Sublease Area or License Area that may interfere with the riparian right of access of any person over the Sublease Area without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Sublease Area;
- (k) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Sublease Area and License Area except for money that you are required to hold back under the *Builders Lien Act*;
- (l) if any claim of lien over the Land, Sublease Area, or License Area is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land Sublease Area or License Area or any interest of yours under this Agreement to sale or forfeiture;
- (m) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (n) not interfere with public access over the Land;
- (o) not sell or distribute marine petroleum products in the Sublease area or the Land without first obtaining written consent of the Village;
- (p) permit Village or the Province or their authorized representatives, to enter on the Sublease Area at any time to inspect the Sublease Area and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations and excluding the interior of boat houses;

- (q) indemnify and save Village and its servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement;
 - (ii) your breach, violation, or nonperformance of a provision of the Lease: and,
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Sublease Area by virtue of your entry upon, use or occupation of the Sublease Area,and the amount of all such losses, damages, costs and liabilities will be payable to use immediately upon demand; and

- (r) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Sublease Area and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Sublease Area any Improvement you want to remove, if the Improvement was placed on or made to the Sublease Area by you or authorized by you, is in the nature of a tenant's fixture normally removable by tenants, and is not part of the Sublease Area,
 - (iii) remove from the Sublease Area any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Sublease Area under another disposition, and
 - (iv) restore the surface of the Sublease Area as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Sublease Area on which that Improvement is located, and all of your right, interest and estate in the Sublease Area will be absolutely forfeited to us and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Agreement.

4.3 The Sublessee represents and warrants that it:

- (a) Is a not-for-profit society validly incorporated and in good standing under the laws of British Columbia;
- (b) Has the power and capacity to enter into and carry out the obligations under this Agreement; and,
- (c) Has completed all necessary resolutions and other preconditions of this Agreement.

4.4 We will provide you with quiet enjoyment of the Sublease Area.

ARTICLE 5 – LIMITATIONS

5.1 You agree with us that:

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Sustainability Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interest, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(q), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Sustainability Act*, (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to use such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;

- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with our rights under this Agreement as a result of the exercise or operation of the interest, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interest, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) you will not dredge or displace beach materials on the Land without our prior written consent;
- (l) you will not moor or secure any boat or structure to the Improvements or on any part of the Sublease Area or Licensed Area for use as a live-aboard facility, whether permanent or temporary;
- (m) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;
- (n) you will not use mechanized equipment other than a pile-driver or related equipment during the construction, operation or maintenance of Improvements on the Sublease Area and Licensed Area;
- (o) you will not remove or permit the removal of any Improvement from the Sublease Area and Licensed Area except boat houses and docks, or as expressly permitted or required under this Agreement;
- (p) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(r)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Sublease Area and Licensed Area within the time period set out in paragraph 4.1(r)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(r)(iii); and
- (q) if, after the termination of this Agreement, we permit you to remain in possession of the Sublease Area and Licensed Area and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 – SECURITY AND INSURANCE

6.1 You must:

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the term:
 - (i) Comprehensive/Commercial General Liability insurance protecting us and the Province as additional insureds in an amount of not less than five million \$5,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Sublease Area, Licensed Area, or the Improvements;
 - (ii) Marina Operators Legal Liability insurance protecting us as an additional insured in an amount of not less than five million \$5,000,000.00;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed “Village of Kaslo Certificate of Insurance” for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days’ advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.2 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.1(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- (c) and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed “Village of Kaslo Certificate of Insurance” for all insurance then required to be maintained by you under this Agreement.

ARTICLE 7 – ASSIGNMENT

7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Sublease Area or Licensed Area, without our prior written consent, which consent we may withhold in our sole discretion.

7.1.1 We consent to licensing the use of slips within the Subleased Area to members of the Kaslo Boat Club for recreational use on condition that:

- 7.1.1.1 You provide us, at least annually and at any time upon request, a current list of the Kaslo Boat Club members with contact information and details regarding the assignment of slips;
 - 7.1.1.2 You require members to provide you with evidence of liability insurance based on the maximum amount of damage that would reasonably occur.
- 7.2 For the purpose of section 7.1, if you become a corporation a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the *Environmental Management Act*) for the Sublease Area or other similar type of investigation of the Sublease Area.

ARTICLE 8 – TERMINATION

- 8.1 You agree with us that:
 - (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by or comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Sublease Area and Licensed Area for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
 - (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you, or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
 - (d) if you become a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed, or a petition filed for your liquidation or winding up;

- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all your right, interest and estate in the Sublease Area will be absolutely forfeited to us and the license for the Licensed Area terminated.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
 - (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 – DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kaslo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 – NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

To us

VILLAGE OF KASLO
PO Box 576
413 Fourth Street,
Kaslo, BC V0G 1M0

To you

KASLO BOAT CLUB
PO Box 1359
Kaslo, BC V0G 1M0

Or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 To expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided by email or otherwise to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be affected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 – MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provision of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and inures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

- 11.5 If, due, to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Sublease Area, Licensed Area, or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Sublease Area, Licensed Area, and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you an authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.
- 11.8 You are entitled to use 10 parking spaces along Kaslo Bay Road for member access.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of the
VILLAGE OF KASLO
 by its authorized signatories:

SIGNED on behalf of
KASLO BOAT CLUB
 by its authorized signatories:

 Mayor

 Authorized Signatory

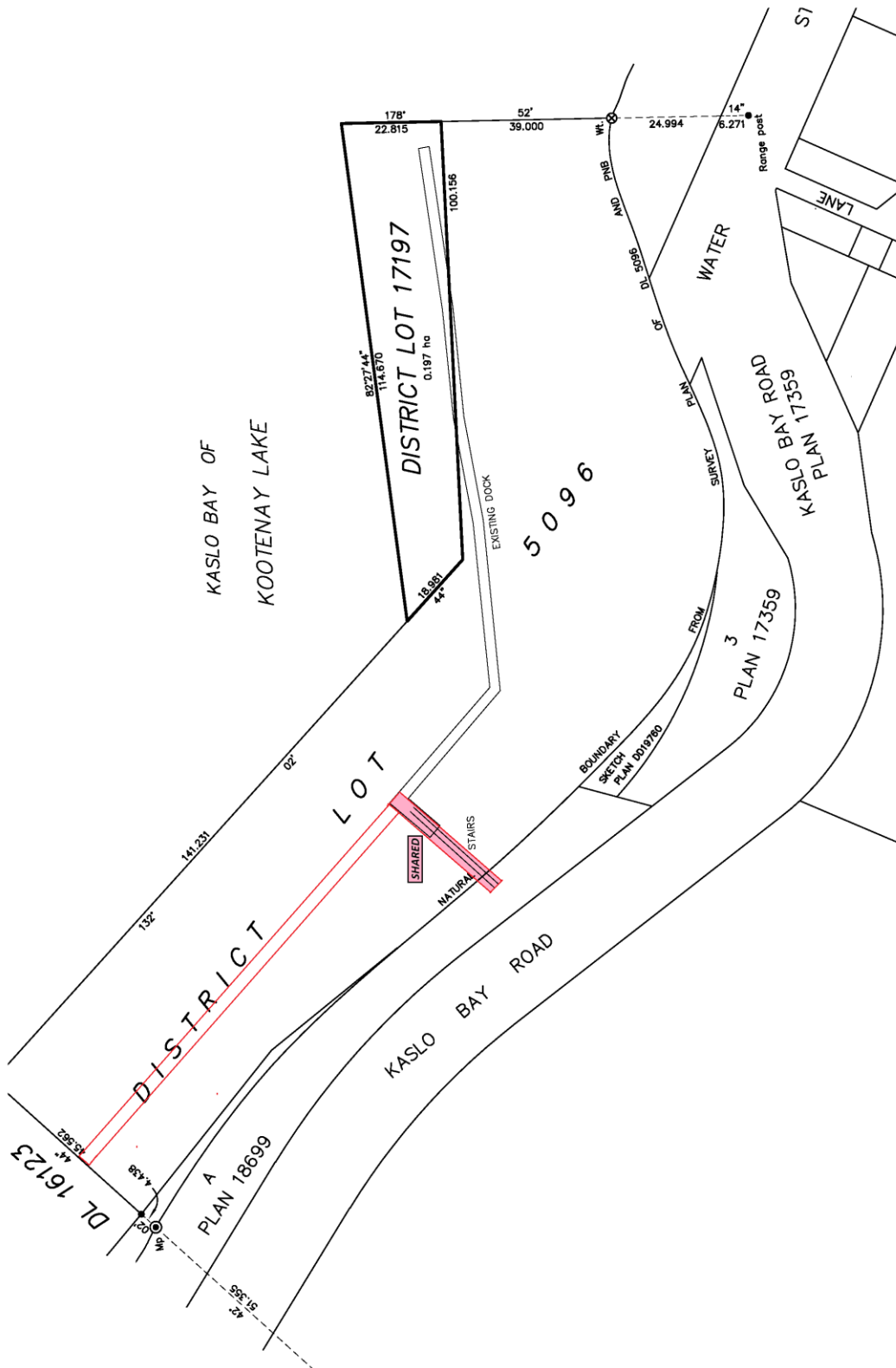
 Chief Administrative Officer

 Authorized Signatory

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SCHEDULE A – LEGAL DESCRIPTION

That portion of District Lot 5096 & District Lot 17197 Kootenay Land District referenced in Moorage Lease #403859 (FLNRO File 4410520) and occupied by the Kaslo Boat Club, as well as the portion jointly occupied by the Kaslo Bay Marine Club and the Kaslo Boat Club.



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SCHEDULE B – MOORAGE LEASE #403859

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SCHEDULE C – LEASE PAYMENTS

1. The Subleasee agrees to pay Rent in the amounts set out in Table C-1 for the years 2022 – 2025.

Table C-1 – Rent Payable for Years 2022 – 2025

Year	Fee
2022	Village administration fee of \$1,000.00 plus 50% of the amount billed to the Village by the Province for Moorage Lease #40385
2023	Village administration fee of \$1,020.00 plus 50% of the amount billed to the Village by the Province for Moorage Lease #40385
2024	Village administration fee of \$1,040.10, plus the actual cost of legal fees to develop Sublease Agreement, and 50% of the amount billed to the Village by the Province for Moorage Lease #40385
2025	Village administration fee of \$1,061.21 plus 50% of the amount billed to the Village by the Province for Moorage Lease #40385

2. For the period between 2026 to 2036, unless this Agreement is terminated earlier pursuant to the terms herein, the Village will calculate the Village Fee for the each of the following three (3) year periods up to and including the last year of the Term.
3. The Village Fees shall be based on an assessment of the Village’s administrative and other costs, including legal costs, related to or arising from this Agreement and the Subleasee agrees to pay such costs plus the 50% of the amount billed to the Village by the Province for the Moorage Lease for the period from 2026 to 2036.

End of Document



SUBLEASE AGREEMENT

This AGREEMENT made in duplicate this _____ day of _____, 2024.

BETWEEN:

VILLAGE OF KASLO **413 Fourth Street, Kaslo, BC PO Box 576 V0G 1M0**
(hereinafter referred to as the "Village")

OF THE FIRST PART

AND:

KASLO BAY MARINE CLUB **PO Box 376, Kaslo, British Columbia V0G 1M0**
(hereinafter referred to as the "Sublessee")

OF THE SECOND PART

WHEREAS the Village has a Moorage Lease No. 403859 with the His Majesty the King in Right of the Province of British Columbia for the Lands for the operation, construction, and maintenance of a marina, (the "Lease"); and,

WHEREAS the Sublessee is a society incorporated pursuant to the laws of British Columbia and registered under number S-0017509; and,

WHEREAS the Sublessee wishes to sublease the Sublease Areas under the terms and conditions set out herein to operate, construct, and maintain a marina in the Sublease Area; and

WHEREAS the Sublessee wishes to obtain a non-exclusive license for the License Area and agrees to jointly and severally share responsibility with the Kaslo Boat Club for operating, constructing, and maintaining the Licensed Area.

NOW THEREFORE, that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows

ARTICLE 1 – INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this lease;

"**Commencement Date**" means December 14, 2022;

"**disposition**" has the meaning given to it in the *Land Act* and includes a license of occupation;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunneling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of District Lot 5096 and 17197, Kootenay District, containing approximately 1.6 hectares identified on Schedule A attached to this Agreement entitled “Legal Description”, except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*);

“Licensed Area” means that part of District Lots 5096 and 17197, Kootenay District outlined in black on the attached Schedule A;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 3 and Schedule C;

“Sublease Area” means that part of the Sublease Area outlined in solid red on the Attached Schedule A;

“Term” means the period of time set out in section 2.3;

“we, “us” or “our” refers to the Village alone and never refers to the combination of the Village and the Sublessee: that combination is referred to as **“the parties”**; and

“You or “your” refers to the Sublessee.

- 1.2 In this Agreement, “person” includes a corporation, firm, association or society and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected, and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in or favour and all our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing the consent or approval or making that determination.
- 1.13 The forms of words of this Agreement will be construed and have the same effect as those contained in Schedule 2 of the Land Transfer Form Act.

ARTICLE 2 – GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a sublease of the Sublease Area for the purpose of constructing, operating and maintaining a marina.
- 2.2 In addition, we grant you a non-exclusive license to use, maintain, operate, and traverse on foot the License Area.
- 2.3 The Term of this Agreement commenced on the Commencement Date and terminates on December 14, 2036, or such earlier date provided for in this Agreement.
- 2.4 At the conclusion of the Term the Sublessee shall vacate the Subleased Land, unless the parties agree to renew.
- 2.5 Moorage Lease #403859, a copy of which is attached as Schedule B to this Agreement, is incorporated into this Agreement in its entirety as if it were set out in this Agreement. This Agreement is subject to and subordinate to the Lease in all respects, with the provisions of the Lease controlling in the event of conflict.
- 2.6 The Village hereby assigns, and the Sublessee hereby assumes all of the Village's obligations and liabilities with respect to the Sublease Areas under the Lease.
- 2.7 The Sublessee will perform all applicable duties and obligations of the Village under the Lease during the Term, and in any event, for so long as the Sublessee occupies the Sublease Area.

ARTICLE 3 – RENT

- 3.1 You will pay us for each year during the Term, the Rent shown in Schedule C, such Rent shall include the license fee for the License Area, and is payable on or before each anniversary of the Commencement Date.
- 3.2 We will, not later than 10 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying the amount billed to the Village by the Province for Moorage Lease #403859 and the total Rent payable by you under subsection 3.1 for the subsequent year of the Term.
- 3.3 The Subleasee acknowledges that no Payments of Rent have been made for the years 2022, 2023, and 2024, and agrees to pay those amounts to the Village immediately upon execution of this Agreement.
- 3.4 The Subleasee agrees to pay interest at the rate of 2% per month on any amounts of rent unpaid and outstanding after the Commencement Date.
- 3.5 Notwithstanding section 3.4, the Village and the Subleasee agree that no interest is payable on the outstanding amounts of Rent for the years 2022 and 2023 so long as the outstanding amounts of Rent for those years is paid on the Commencement Date. Interest shall be due and payable in accordance with the provisions of section 3.4 for any amounts of Rent not paid for the years 2022, 2023, and 2024 on or before the Commencement Date.

ARTICLE 4 – COVENANTS

- 4.1 The Sublessee covenants and agrees that it will:
 - (a) abide by and comply with all the terms and obligations imposed on the Village by Moorage Lease No. 403859;
 - (b) pay, when due,
 - (i) the Rent to the Village at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Sublease Area;
 - (c) deliver to the Village, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by the Sublessee under this Agreement;
 - (d) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Sublease Area or Improvements; and,
 - (ii) the provisions of this Agreement;
 - (e) maintain the Sublessee in good standing with the register of societies during the Term and any extension of the Term of this Agreement and in any case, for so long as the Sublessee uses and occupies the Sublease Area;

- (f) keep the Sublease Area, License Area, and the Improvements in a safe, clean, and sanitary condition satisfactory to the Village, and at the Village's written request, rectify any failure to comply with such a covenant by making the Sublease Area, License Area and the Improvements safe, clean, and sanitary;
- (g) operate, construct, and maintain the Licensed Area and any buildings or structures shared with the Kaslo Boat Club, and that such obligation is jointly and severally shared with the Kaslo Boat Club;
- (h) not commit any willful or voluntary waste, spoil or destruction on the Sublease Area or License Area or do anything on the Sublease Area or License Area that may be or become a nuisance or annoyance to an owner or occupier of the Sublease Area in the vicinity of the Sublease Area;
- (i) use and occupy the Sublease Area and License Area only in accordance with and for the purposes set out in section 2.1;
- (j) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Sublease Area and License Area except as necessary for the purposes set out in section 2.1 and , despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Sublease Area or License Area that may interfere with the riparian right of access of any person over the Sublease Area without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Sublease Area;
- (k) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Sublease Area and License Area except for money that you are required to hold back under the *Builders Lien Act*;
- (l) if any claim of lien over the Land, Sublease Area, or License Area is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land Sublease Area or License Area or any interest of yours under this Agreement to sale or forfeiture;
- (m) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (n) not interfere with public access over the Land;
- (o) not sell or distribute marine petroleum products in the Sublease area or the Land without first obtaining written consent of the Village;
- (p) permit Village or the Province or their authorized representatives, to enter on the Sublease Area at any time to inspect the Sublease Area and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations and excluding the interior of boat houses;

- (q) indemnify and save Village and its servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement;
 - (ii) your breach, violation, or nonperformance of a provision of the Lease: and,
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Sublease Area by virtue of your entry upon, use or occupation of the Sublease Area,and the amount of all such losses, damages, costs and liabilities will be payable to use immediately upon demand; and

- (r) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Sublease Area and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Sublease Area any Improvement you want to remove, if the Improvement was placed on or made to the Sublease Area by you or authorized by you, is in the nature of a tenant's fixture normally removable by tenants, and is not part of the Sublease Area,
 - (iii) remove from the Sublease Area any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Sublease Area under another disposition, and
 - (iv) restore the surface of the Sublease Area as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Sublease Area on which that Improvement is located, and all of your right, interest and estate in the Sublease Area will be absolutely forfeited to us and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Agreement.

4.3 The Sublessee represents and warrants that it:

- (a) Is a not-for-profit society validly incorporated and in good standing under the laws of British Columbia;
- (b) Has the power and capacity to enter into and carry out the obligations under this Agreement; and,
- (c) Has completed all necessary resolutions and other preconditions of this Agreement.

4.4 We will provide you with quiet enjoyment of the Sublease Area.

ARTICLE 5 – LIMITATIONS

5.1 You agree with us that:

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Sustainability Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interest, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(q), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Sustainability Act*, (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to use such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;

- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with our rights under this Agreement as a result of the exercise or operation of the interest, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interest, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) you will not dredge or displace beach materials on the Land without our prior written consent;
- (l) you will not moor or secure any boat or structure to the Improvements or on any part of the Sublease Area or Licensed Area for use as a live-aboard facility, whether permanent or temporary;
- (m) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;
- (n) you will not use mechanized equipment other than a pile-driver or related equipment during the construction, operation or maintenance of Improvements on the Sublease Area and Licensed Area;
- (o) you will not remove or permit the removal of any Improvement from the Sublease Area and Licensed Area except boat houses and docks, or as expressly permitted or required under this Agreement;
- (p) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(r)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Sublease Area and Licensed Area within the time period set out in paragraph 4.1(r)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(r)(iii); and
- (q) if, after the termination of this Agreement, we permit you to remain in possession of the Sublease Area and Licensed Area and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 – SECURITY AND INSURANCE

6.1 You must:

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the term:
 - (i) Comprehensive/Commercial General Liability insurance protecting us and the Province as additional insureds in an amount of not less than five million \$5,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Sublease Area, Licensed Area, or the Improvements;
 - (ii) Marina Operators Legal Liability insurance protecting us as an additional insured in an amount of not less than five million \$5,000,000.00;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed “Village of Kaslo Certificate of Insurance” for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days’ advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.2 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.1(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- (c) and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed “Village of Kaslo Certificate of Insurance” for all insurance then required to be maintained by you under this Agreement.

ARTICLE 7 – ASSIGNMENT

7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Sublease Area or Licensed Area, without our prior written consent, which consent we may withhold in our sole discretion.

7.1.1 We consent to licensing the use of slips within the Subleased Area to members of the Kaslo Bay Marine Club for recreational use on condition that:

- 7.1.1.1 You provide us, at least annually and at any time upon request, a current list of the Kaslo Bay Marine Club members with contact information and details regarding the assignment of slips;
- 7.1.1.2 You require members to provide you with evidence of liability insurance based on the maximum amount of damage that would reasonably occur.
- 7.2 For the purpose of section 7.1, if you become a corporation a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the *Environmental Management Act*) for the Sublease Area or other similar type of investigation of the Sublease Area.

ARTICLE 8 – TERMINATION

- 8.1 You agree with us that:
 - (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by or comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Sublease Area and Licensed Area for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
 - (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you, or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
 - (d) if you become a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed, or a petition filed for your liquidation or winding up;

- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all your right, interest and estate in the Sublease Area will be absolutely forfeited to us and the license for the Licensed Area terminated.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
 - (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 – DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kaslo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 – NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

To us

VILLAGE OF KASLO
PO Box 576
413 Fourth Street,
Kaslo, BC V0G 1M0

To you

KASLO BAY MARINE CLUB
PO Box 376
Kaslo, BC V0G 1M0

Or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 To expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided by email or otherwise to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be affected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 – MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provision of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and inures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

- 11.5 If, due, to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Sublease Area, Licensed Area, or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Sublease Area, Licensed Area, and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you an authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.
- 11.8 You are entitled to use 10 parking spaces along Kaslo Bay Road for member access.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of the
VILLAGE OF KASLO
 by its authorized signatories:

SIGNED on behalf of
KASLO BAY MARINE CLUB
 by its authorized signatories:

 Mayor

 Authorized Signatory

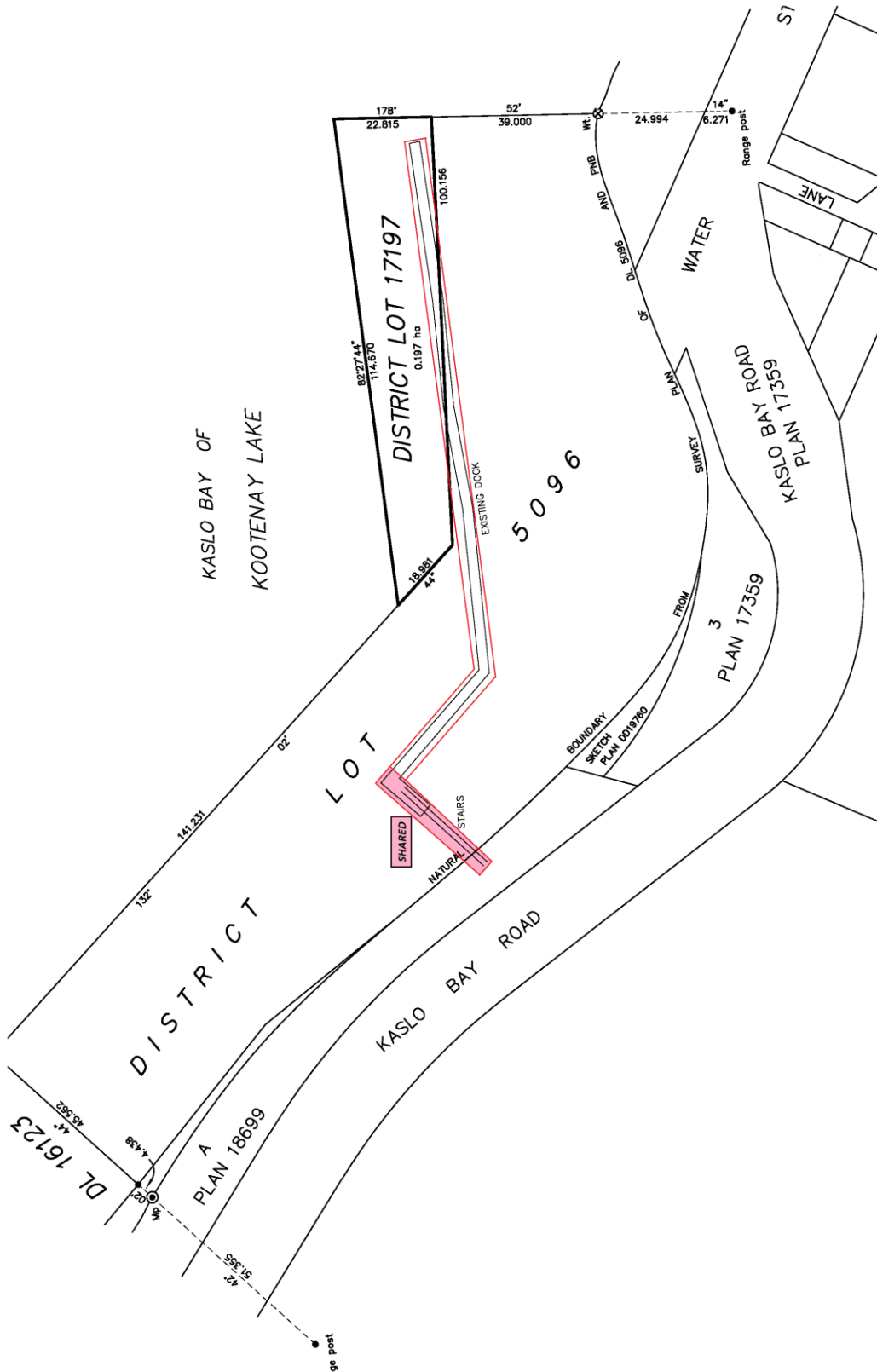
 Chief Administrative Officer

 Authorized Signatory

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SCHEDULE A – LEGAL DESCRIPTION

That portion of District Lot 5096 & District Lot 17197 Kootenay Land District referenced in Moorage Lease #403859 (FLNRO File 4410520) and occupied by the Kaslo Bay Marine Club, as well as the portion jointly occupied by the Kaslo Bay Marine Club and the Kaslo Boat Club.



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SCHEDULE B – MOORAGE LEASE #403859

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SCHEDULE C – LEASE PAYMENTS

1. The Subleasee agrees to pay Rent in the amounts set out in Table C-1 for the years 2022 – 2025.

Table C-1 – Rent Payable for Years 2022 – 2025

Year	Fee
2022	Village administration fee of \$1,000.00 plus 50% of the amount billed to the Village by the Province for Moorage Lease #40385
2023	Village administration fee of \$1,020.00 plus 50% of the amount billed to the Village by the Province for Moorage Lease #40385
2024	Village administration fee of \$1,040.10, plus the actual cost of legal fees to develop Sublease Agreement, and 50% of the amount billed to the Village by the Province for Moorage Lease #40385
2025	Village administration fee of \$1,061.21 plus 50% of the amount billed to the Village by the Province for Moorage Lease #40385

2. For the period between 2026 to 2036, unless this Agreement is terminated earlier pursuant to the terms herein, the Village will calculate the Village Fee for the each of the following three (3) year periods up to and including the last year of the Term.
3. The Village Fees shall be based on an assessment of the Village’s administrative and other costs, including legal costs, related to or arising from this Agreement and the Subleasee agrees to pay such costs plus the 50% of the amount billed to the Village by the Province for the Moorage Lease for the period from 2026 to 2036.

End of Document

DATE: December 5, 2024

FILE NUMBER: 6970

TO: Mayor and Council

FROM: Robert Baker, Chief Administrative Officer

SUBJECT: Housing Needs Report (2024)

1.0 PURPOSE

To present Council with the Village's Housing Needs Report and seek direction for implementation.

2.0 RECOMMENDATION

THAT the Village publish its Housing Needs Report (2024) on the Village website, AND
THAT the Village updates its Official Community Plan and Land Use bylaws to align with the Housing Needs Report (2024).

3.0 BACKGROUND

Housing Needs Reports help communities better understand their current and future housing needs. These reports identify existing and projected gaps in housing supply by collecting and analyzing quantitative and qualitative information about local demographics, household incomes, housing stock, and other factors. A Housing Needs Report is critical for land use planning, and would be helpful should the Village decide to develop a housing strategy or action plan.

The first legislative requirements for Housing Needs Reports were established in 2019, and required local governments to collect data, analyze trends and present reports that describe current and anticipated housing needs in B.C. communities. In 2020, the Regional District of Central Kootenay (RDCK), in partnership with participating member municipalities, including the Village of Kaslo, released its first iteration of "regular" Housing Needs Reports (HNRs).

As a result of amendments to the Local Government Act in 2023, changes were made to the timing and requirements for Housing Needs Reports. Municipalities and regional districts must prepare "interim" Housing Needs Reports by January 1, 2025, using the *HNR Method* to identify the 5- and 20-year housing need in their communities. Municipalities must then update their official community plans and zoning bylaws by December 31, 2025, to accommodate the number of units identified. The first "regular" Housing Needs Reports, which is greater in scope than an "interim" HNR, are required to be completed by December 31, 2028, and every five years thereafter.

Recognizing the new legislative requirements for updated HNRs, the dynamic nature of the housing market, and availability of new data, the RDCK recently commissioned HNR updates for its rural Electoral Areas (A, B, C, D, E, F, G, H, I, J, and K) and partnering municipalities (the Villages of Kaslo, Nakusp, Salmo, Silvertown, and Slocan). An updated HNR for the Village of Kaslo has been developed and aims to provide an overview of current and anticipated local housing conditions and needs. The Village's updated HNR is presented by way of this Staff Report, and staff are seeking Council's direction with respect to implementation.

4.0 DISCUSSION

Regular Housing Needs Reports

The first regular HNR must be completed and received by December 31, 2028, which is the option that the RDCK chose to perform now rather than developing an interim HNR. All regular HNRs are required to contain the following, based on an analysis of the information collected:

- The number of housing units needed over the next 5- and 20-year period as calculated using the HNR Method, a standardized methodology;
- Statements about seven key areas of local need, including affordable housing, rental housing, special needs housing, seniors housing, family housing, housing in proximity to transit, and shelters and housing for people at risk of homelessness;
- The number and percentage of households in core housing need and extreme core housing need.
- A description of the actions taken by the local government to address housing need since the last Housing Needs Report; and
- The change, if any, in the number of housing units needed since the last HNR.

Methodology

The HNR-Method prescribed by the BC Government is a standardized demand calculation methodology to ensure that all local governments produce consistent and comparable assessments of their housing need. This methodology works better for some areas than others. For municipalities with a small population base, the methodology is likely to result in an overestimate of demand. No projections are perfect, which is why the provincial legislation requires that municipalities repeat them every five years as new information and data becomes available. The purpose of these projections is to serve as a target for municipalities to consider when assessing their zoning capacity to prepare for potential housing demand. While it is required by legislation to report both the 5- and 20-year demand, the BC government is more interested in the 20-year projection. The short-term projection was a focus of the previous iteration of the HNR legislation which has since been revised to encourage communities to align housing projections with long term planning policies and tools (e.g. official community plans, zoning bylaws).

The HNR-Method consists of six components, which are added together to provide the total number of housing units needed in a municipality or regional district electoral area. The six components include:

1. Supply of units to reduce extreme core housing need (those paying more than 50% of income for housing);
2. Supply of units to reduce homelessness;
3. Supply of units to address suppressed household formation;
4. Supply of units needed to meet household growth over the next 5 or 20 years;
5. Supply of units needed to meet at least a 3% vacancy rate; and,
6. Supply of units needed to meet local demand. This component is only included for municipalities.

Public Reporting Requirements

When an HNR is complete, a local government is required to:

- Receive the report at a council or board meeting that is open to the public; and
- Publish the report on an internet site that is publicly and freely accessible.

Public reporting means that the public, First Nations, and stakeholders such as non-profit organizations, private developers, and other government agencies will have access to better information when making housing investment decisions.

Relationship to Official Community Plans and Regional Growth Strategies

Municipalities are required to review and update their official community plans and zoning bylaws by December 31, 2025, following the interim HNR, and then by December 31, 2028, within two years following the completion of the first regular HNR. With respect to the Village of Kaslo, its bylaws will be updated by the end of 2025. This ensures that the statements, maps, and land use designations permit the number of housing units needed over the next 20 years.

A local government is also required to consider its most recent HNR, and the housing information on which it is based, when:

- Developing an official community plan or regional growth strategy
- Amending an official community plan in relation to housing statements, map designations or policies
- Amending a regional growth strategy in relation to proposed housing actions, and
- Considering every five years whether a regional growth strategy must be reviewed

This will ensure that any updates to an official community plan or regional growth strategy are informed by the latest available housing needs information.

Jointly Prepared Housing Needs Reports

Partnerships between two or more local governments to undertake this work offers potential benefits and efficiencies. The RDCK has coordinated the collection and reporting of housing needs information (regular HNR) on behalf of their members.

5.0 OPTIONS

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

1. **THAT the Village publishes its Housing Needs Report (2024) on the Village website, AND THAT the Village updates its Official Community Plan and Land Use bylaws to align with the Housing Needs Report (2024).**
2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The anticipated cost of the HNR is \$5,985. Council approved this expense at their June 25, 2024 meeting. The cost of the HNR and updates to the Village's official community plan and land use bylaws will be funded by a grant received from the Ministry of Housing through their *Capacity Funding for Local Government Housing Initiatives*.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

Municipalities and regional districts are required by legislation to complete interim HNRs by January 1, 2025, using the new standardized HNR Method. The first regular HNR must then be completed by December 31, 2028, and every five years thereafter. These changes will help local governments and the B.C. government better understand and respond to housing needs in communities throughout B.C.

The requirements related to housing needs reports are detailed in legislation and associated regulations:

- Bill 44 – 2023: Housing Statutes (Residential Development) Amendment Act, 2023

Local Government Act

- Section 429 (2.1) – Content of regional growth strategy
- Section 473 (2.1) – Official community plan content and process requirements
- Part 14, Division 22 – Housing needs reports
- Housing Needs Report Regulation (OIC, Order-in-Council 205)
- Order-in-Council 353

Bylaw

#1280 Official Community Plan

#1130 Land Use [zoning]

8.0 STRATEGIC PRIORITIES

Zoning Bylaw – Review & Adoption

Advocacy - Accessible and Affordable Housing, Assisted Living

9.0 OTHER CONSIDERATIONS

Notwithstanding the projections of the HNR, there is no requirement or expectation that the Village take any action other than to receive the HNR as information, publish it on the Village's website, and ensure that the Village's official community plan and land use bylaws are congruent with the HNR.

RESPECTFULLY SUBMITTED



Robert Baker, Chief Administrative Officer

Attachments: Housing Needs Report (2024) - Community Profile, Kaslo

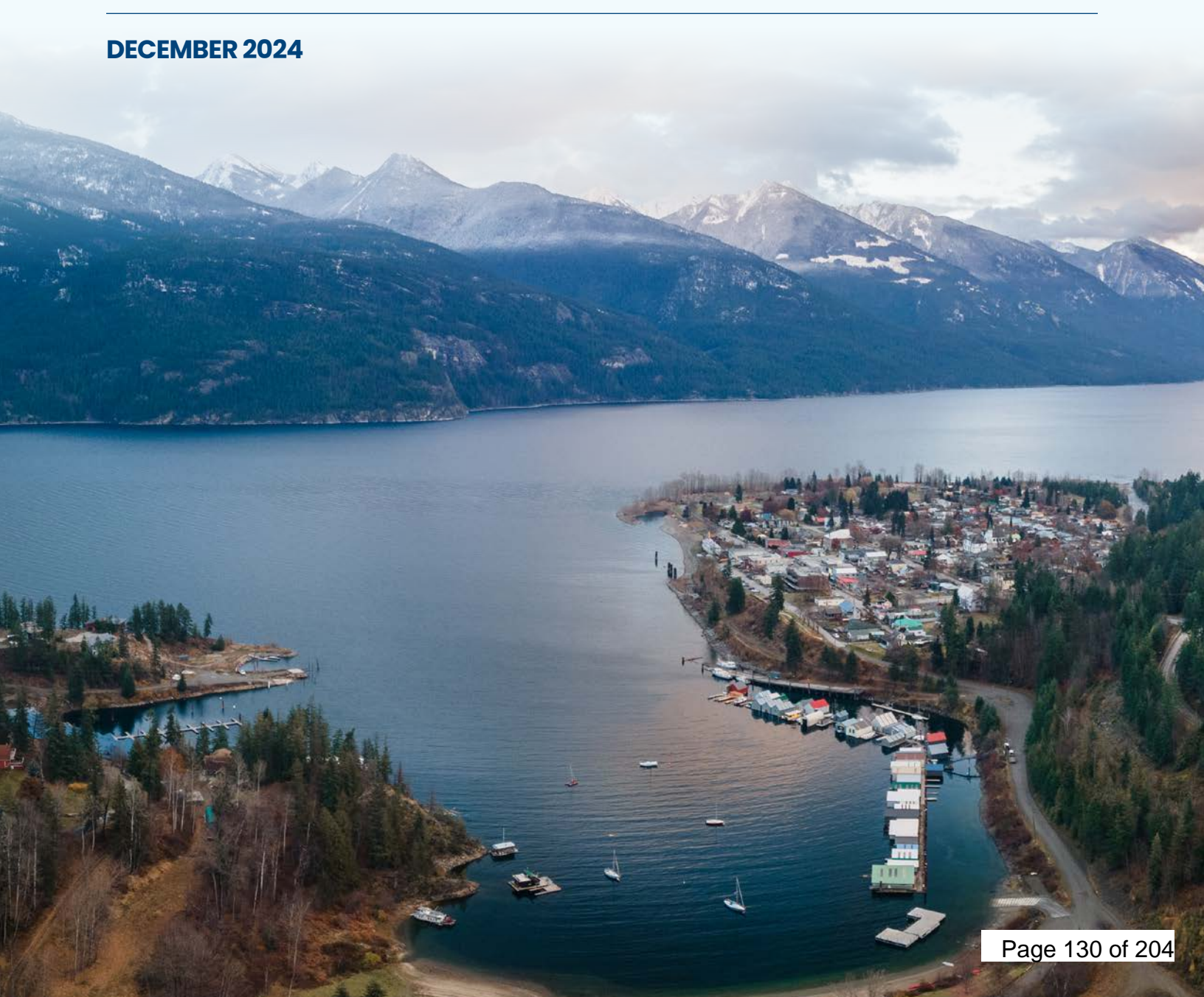


*Village of
Kaslo*

Village of Kaslo Housing Needs Report Update

REGIONAL DISTRICT OF CENTRAL KOOTENAY
COMMUNITY PROFILES

DECEMBER 2024



Acknowledgments

The authors of this report acknowledge that this study takes place on the traditional land and territory of the ktunaxa ʔamakʔis. Since time immemorial ktunaxa people, in particular yaqan nukiy, have been active stewards of Kootenay Lake lake. The Sinixt, Secwepemc and Syilx people have also made use of the area.

We hope to continue their legacy of learning from, caring for, protecting, and enjoying the blessings of tradition and territory.

The development of this Housing Needs Report Update Community Profile was led by the Regional District of Central Kootenay (RDCK) and supported by staff from the Land Use and Planning department as well as staff from the Village of Kaslo.

Prepared for:



**Regional District
of Central Kootenay**
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Corey Scott
Planner 2



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

Robert Baker
Chief Administrative Officer

Prepared by:



**M'AKOLA
DEVELOPMENT
SERVICES**

M'akola Development Services
107-731 Station Avenue
Victoria, BC V9B 5R5



**TURNER DRAKE
& PARTNERS LTD.**

Turner Drake & Partners Ltd.
6182 North Street
Halifax, NS B3K 1P5

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Appendix A: Definitions

Executive Summary

In 2020, the Regional District of Central Kootenay (RDCK), in partnership with participating member municipalities, including the Village of Kaslo, released its first iteration of Housing Needs Reports (HNRs) in response to new legislation and the changing housing landscape. Like many other Canadian communities, the Village of Kaslo is facing escalating housing pressures and rising housing costs.

Recognizing the dynamic nature of the housing market, the availability of new data, and the necessity for updated housing reports, the RDCK commissioned HNR updates for its rural Electoral Areas (A, B, C, D, E, F, G, H, I, J, and K) and partnering municipalities (the Villages of Kaslo, Nakusp, Salmo, Silverton, and Slocan). This Community Profile aims to provide an overview of Kaslo's current and anticipated local housing conditions and needs and meet new provincial legislative requirements.

KEY FINDINGS

The Population of Kaslo is Growing and Changing

- Kaslo's total population grew by 8% between 2016 to 2021. During this same period, households grew by 10%. It is anticipated that the community will continue to experience significant growth over the next two decades.
- The Province estimates that Kaslo's population was 1,080 in 2021. Projections expect there to be about 1,335 residents in the Village of Kaslo by 2041.
- Growth has historically been, and is expected to continue to be, greatest among seniors and older residents. Projections also anticipate considerable growth among 45- to 64-year-olds over the next 20 years. Youth (0 to 14) and family-aged adults (25 to 24) may experience a decrease over the same period.

Sale Prices are Rising, and Home Ownership is Increasingly Out of Reach for Many

- The median home sale price rose 58% between 2019 and 2022. The median single-detached house sold for just under \$457,500 in Kaslo in 2022.
- From 2012 to 2016, home ownership was only affordable for couple households making the median income. Since 2016, the median price of a home has become increasingly out of reach for all median household types, with the largest widening occurring after 2021.
- House prices in Kaslo are increasing at a much higher rate than incomes in the community, making it increasingly more difficult for current and future residents to purchase a home in the community.

Residents in Kaslo are Facing Housing Affordability Challenges

- In 2021, 15% of households in Kaslo lived in an unaffordable home, a large percentage relative to other neighboring communities in the RDCK and across BC.
- Renter households are most severely affected by affordability challenges. Thirty-six percent of Kaslo renters were in an unaffordable home and 46% were in Core Housing Need (46%). This is largely related to a high number of single income earners living in rental households.

- About 29% of households in Kaslo (150 households) earn a “very low income” or “low income.” These households can afford at most a monthly mortgage or rent of \$520. Many of these households may already own their home or are eligible for shelter assistance, so they may be able to afford more than is otherwise identified. However, this income group has higher susceptibility to sudden changes in costs (whether it is a repair or increase in rent).

Demand is Expected to Increase over the Next 20 Years

- Over the next two decades, provincial projections suggest Kaslo may need to add 295 new homes across the housing spectrum to mitigate increased market imbalances, account for anticipated new demand, and address existing housing deficits. Rental demand projections suggest 62% of new rental units would benefit from being affordable or offered at a below-market price to best meet the needs of Kaslo residents.
- Much of the demand will be influenced by population growth. Growth is largely driven by factors outside of local government control including economic opportunities, available services, infrastructure, transportation, natural disasters, federal and provincial policy, and education opportunities.
- Migration to Kaslo is largely from other areas of British Columbia, including adjacent communities. Preparing for growth and addressing demand is not just about accommodating new people – it is about preserving and deepening affordability so current residents across all age demographics in Kaslo can stay and thrive in their community.
- Housing and future growth was identified by Kaslo residents as a priority theme during the 2022 Official Community Plan engagement process. In response, the Village has proactively been looking at ways to facilitate a diversity of residential housing types in the village to accommodate demand. Building upon existing work, the Village of Kaslo is ready for the challenge of meeting anticipated housing demand.

Interim Report Requirements

The first legislative requirements for housing needs reports were established in 2019 and required local governments to collect data, analyze trends and present reports that describe current and anticipated housing needs. The RDCK and its partner communities, including the Village of Kaslo, completed a Housing Needs Assessment in September 2020.

In 2023, amendments to the *Local Government Act* introduced new requirements for housing needs reports. Local and regional governments must now use an established methodology to identify the 5- and 20-year housing need in their communities and local governments must update their official community plans and zoning bylaws to accommodate expected demand.

Communities must complete an interim housing needs report that is required to include three new additional items:

1. The number of housing units needed currently and over the next 5 and 20 years;
2. A statement about the need for housing in close proximity to transportation infrastructure that supports walking, bicycling, public transit or other alternative forms of transportation; and,
3. A description of the actions taken by local government, since receiving the most recent housing needs report, to reduce housing needs.

The RDCK and partnering communities have elected to complete the interim report requirements and a comprehensive data update using 2021 census data. For reference, required report content fulfilling the interim report requirements is included in this section. The body of this Community Profile contains all information required by legislation for the Interim Housing Needs Reports and should remain relevant until the next release of Census data, projected for 2027 or 2028.

NUMBER OF HOUSING UNITS REQUIRED TO MEET CURRENT AND ANTICIPATED HOUSING NEED

Table 0-1: HNR Method base year versus current year estimates

Description	5-year	20-year
Total demand from 2021 base year	102	295
Estimated total demand from current year (2024)	110	282

Further discussion and analysis of anticipated need is included in Section 5 of this report.

KEY AREAS OF LOCAL NEED

Based on analysis of data and feedback from elected officials and community organizations, the following summary statements describe the current and anticipated housing needs across the following seven key areas: affordable housing, rental housing, special needs housing, housing for seniors, housing for families, shelters for individuals experiencing or at risk of homelessness and housing in close proximity to transportation infrastructure that supports walking, bicycling, public transit, and alternative forms of transportation.

Table 0-2: Key areas of local need

Need	Description
<p>Affordable housing</p>	<p>Affordability remains the largest local contributor to Core Housing Need in the Village of Kaslo, with approximately 15% of local households spending more than 30% of their total income on shelter in 2021. Since then, the gap between income purchasing power and actual house prices has widened, indicating that homeownership is further out of reach for most residents in Kaslo than it was three years ago.</p> <p>Individuals or families with one income are struggling the most to find affordable housing options in the community, whether to rent or own. Approximately 29% of households earned a "very low" or "low" income (see Section 3.3.2 for income categorization information). While many in these categories may already be shelter-secure (e.g., retired households with fully paid-off mortgages), this percentage represents a significant portion of the population that may be especially vulnerable to affordability challenges.</p> <p>The Village and its community partners are working to build new non-market affordable rental options in the community, but projections anticipate at least 114 subsidized affordable housing units and 181 additional market units will be needed by 2041 to meet demand and begin to balance prices.</p>
<p>Rental housing</p>	<p>Homeownership is becoming increasingly unaffordable for the typical household in Kaslo, forcing many who would prefer to own a home to rent instead. Although the cost of rent is also increasing, it often remains the more cost-effective option between the two tenures.</p> <p>Local data reflects this trend, with the share of renter-occupied dwellings increasing from 23% to 28% between 2016 and 2021. Broader vacancy trends in the RDCK's municipalities and across BC suggest that this trend will continue. As rental vacancy rates continue to decrease, there is a clear rise in the demand for rental housing relative to available supply. Although vacancy rates typically reflect purpose-built rentals in urban areas, a declining vacancy rate in these markets forces households to seek alternatives in lower-density markets where there is better availability and prices. This leads to increased demand overall.</p> <p>Although there is limited data available on the rental market in smaller communities within the RDCK, engagement with elected officials and community organizations/groups confirmed that vacancy rates remain well below the 3-5% healthy vacancy rate. Residents have reported having an extremely difficult time finding affordable, suitable rental options to meet their needs.</p> <p>Projection calculations support the data trends, anticipating a continued increase in rental housing demand, with approximately 42% of all dwellings expected to be rental units in 2041.</p>

Need	Description
Special needs housing	<p>Although data on waitlists and core housing need is not specific to community members with special needs, national disability statistics show that overall rates of disability increased from 22.3% to 27.0%¹ between 2017 and 2022 surveys. Much of this increase is attributed to the growth of the senior population. As the population in Kaslo ages, projections expect the need for more accessible and specialized housing to increase.</p> <p>Increases were also observed among youth and working-age adults, with significant rises in mental health, learning, and developmental challenges. This indicates a broad need for improved access to supportive housing options that cater to various specific support needs and age demographics.</p>
Housing for seniors	<p>According to BC projections, Kaslo can expect that senior-led households will continue to grow over the next two decades. By 2041, senior-led households may increase by 66% and could comprise 60% of households.</p> <p>In 2022, the Canadian disability rate among the senior population was 40%, an increase of three percentage points since the last survey in 2017. A significant portion of this rate is related to mobility issues, and the likelihood of disability that increases with age.</p> <p>Given the anticipated growth in senior households and the elevated disability rate within this group, increased senior housing interventions are necessary. These could include ensuring senior housing and facilities are widely permitted locally, further modifying building standards to support aging in place, and/or developing and improving existing senior services and programs.</p> <p>While many solutions fall outside the direct influence of local government, there may be opportunities to partner with other levels of government and local or regional organizations to encourage appropriate seniors housing.</p>
Housing for families	<p>Projections suggest that young family households may decline over the next two decades, with senior-led households comprising a larger share of total households. Consequently, the demand for family-specific dwellings (e.g., those with more bedrooms or larger floor areas) may be marginal.</p> <p>However, projections are inherently imperfect and should not be viewed as absolute. Young families are vital for sustaining local employment and productivity. Affordable options with multiple bedrooms are key to meeting the needs of families, especially lone parent households who often need non-market options to ensure appropriate affordability. Families may also be served by interventions in other areas of the housing spectrum, for example by additional seniors housing that helps reintegrate larger homes back into the market.</p>

¹ Statistics Canada. (2023, December 1). Canadian Survey on Disability, 2017 to 2022. <https://www150.statcan.gc.ca/n1/daily-quotidien/231201/dq231201b-eng.htm>

Need	Description
<p>Shelters to address homelessness</p>	<p>While shelters are often located in larger urban communities, homelessness is not confined to these areas. National and provincial trends show that overall homelessness is on the rise, with hidden homelessness likely increasing, particularly in small urban and rural areas.</p> <p>About 3% of regional households were identified as earning "very low" incomes. These individuals are the most vulnerable to changes in their housing circumstances and are the most likely to require emergency housing interventions.</p> <p>Addressing homelessness locally is ideal, as it allows residents to remain within their community. However, doing so can be challenging without provincial or federal support. Kaslo should stay engaged in regional homelessness strategies to help coordinate and determine the allocation of emergency housing services and programs.</p>
<p>Proximity to transportation</p>	<p>The Village of Kaslo recognizes the importance of situating future housing developments near transportation infrastructure to encourage more sustainable living choices for residents. The Neighborhood Residential area outlined in the OCP includes an objective to "enhance the walkability of the area by encouraging pedestrian activity, active transportation, low-speed electric vehicles, reduced speed limits, and encouraging parking at the rear of properties along laneways."² The Village is currently completing an Active Transportation Network Plan to identify future housing sites that are connected to community amenities for car-less residents.</p> <p>Offering housing options close to facilities that support walking, cycling, and public transit not only improves quality of life by providing convenient and affordable mobility for individuals of all ages and abilities, but it also plays a crucial role in reducing the Village's carbon footprint. By cultivating neighborhoods where residents can easily commute and run errands without relying on personal vehicles, the Village can foster a more inclusive, vibrant, healthy, and interconnected community.</p>

² Village of Kaslo Official Community Plan – Bylaw XX, Neighborhood Residential, pg. 21.

LOOKING BACK

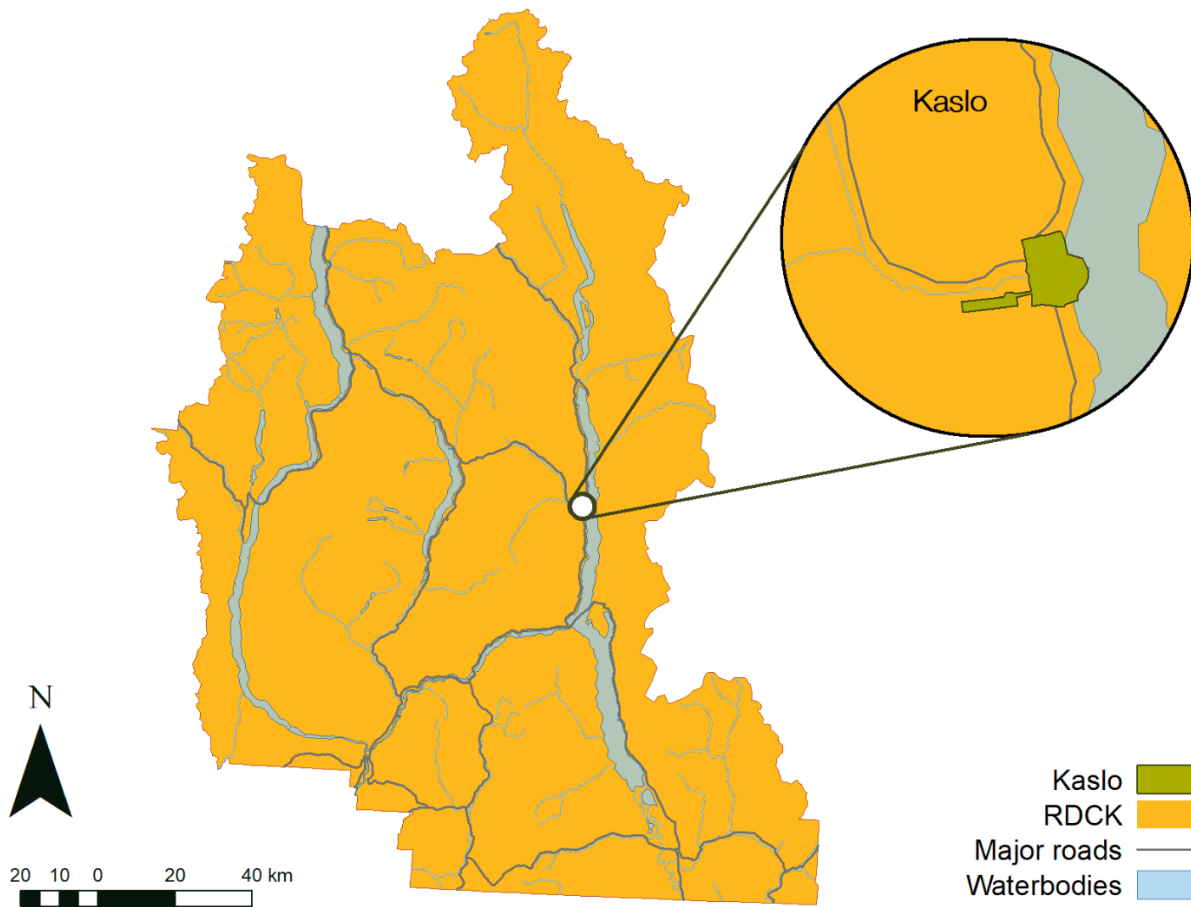
Table 0-3: Actions taken by the Village of Kaslo to reduce housing needs since the last HNR was received

General Housing Actions	
Date	Description of Action or Policy
June 2022	The Village of Kaslo sold a village owned parcel to the Kaslo Housing Society for a nominal fee to develop 10 new housing units in the community. Penny Lane Apartments is a three-storey, wood-frame building with a mix of studio, one-, two- and three-bedroom homes for families, seniors and individuals with low- to moderate-incomes. Two of these homes are accessible for people living with disabilities. The 10 homes are located near Kaslo's downtown core, close to amenities such as grocery stores, restaurants, health and wellness services, public beaches and parks.
Zoning Amendments	
Date	Description of Action or Policy
June 2024	The Village adopted Zoning Amendment Bylaw 1304 to amend the Village's Land Use Bylaw No. 1130 in accordance with the legislated requirements of Bill 44 (Housing Statutes (Residential Development) Amendment Act) and the Local Government Act (LGA).
Parking	
Date	Description of Action or Policy
July 2023	The approval of DVP 2023-05 and DVP 2023-07 allowed relaxation of location for residential parking spaces.
January 2024	The approval of DVP 2023-14 allowed relaxation of location for residential parking spaces.
February 2024	The approval of DVP 2023-15 reduced the required parking spaces for commercial use from 7 to 3.
	The approval of DVP 2024-01 allowed relaxation of location for home-based-business parking spaces.
May 2024	The approval of both DVP 2024-02 and DVP 2024-03 allowed relaxation of location for residential parking spaces.
June 2024	The adoption of Zoning amendment Bylaw 1304 reduced the requirement for carriage house parking.

1. Introduction

Using a wide range of quantitative data and qualitative input from elected officials and community organizations, this document analyzes existing and anticipated housing needs and gaps in the Village of Kaslo. All data presented in the report refers to Kaslo unless otherwise identified in the text. Figure 1-1 illustrates Kaslo’s location in relation to adjacent communities and the RDCK.

Figure 1-1: Location Map



Source: BC Geo Warehouse, Statistics Canada

The purpose of this report is to catalogue current and anticipated housing challenges so that decision makers, regulators, funders, and community members can better understand and react to housing issues in the Village of Kaslo. The data gathered and insights generated by a needs report can inform land use and social planning initiatives at local levels, as well as provide evidence to further advocacy to senior levels of government. They are also a useful resource for those engaged in or entering the housing sector.

1.1 DATA SOURCES

This report refers to several pieces of data that work together to contextualize housing conditions experienced by residents of the Village of Kaslo. The following is a list of secondary quantitative data sources (i.e., information collected by other organizations and used for this report):

- BC Assessment
- British Columbia Statistics
- Canada Mortgage and Housing Corporation (CMHC)
- Local government data
- Statistics Canada
- UBC Housing Assessment Resource Tools (HART)

Limitations for each source are detailed in the next subsection. At a high level, no analysis can be exact without individualized person or household datasets. Many datasets in this report rely on population samples which, though statistically sound, may not feel representative or reflect lived experience in Kaslo. Any analysis in this report should be considered informed estimates rather than precise descriptions.

This is especially applicable to projection work from any source. Estimating variable changes without knowledge of future conditions is inherently flawed. The projections included in this report are subject to economic, social, and environmental conditions that may not persist in the future. Projections should serve as guideposts, regularly recalculated and adjusted to incorporate new information as needed.

1.1.1 Data Limitations

BC Assessment

Grouped Information

BC Assessment provides assessment roll spreadsheets for communities across British Columbia for the years 2005/2006 through 2022/2023. Assessment roll information is not on an individual property level; rather, similar types of properties are grouped together in “folios” based on several factors, such as property type and dwelling type. These folio groups also mean that assessment and sale price values reflect averages, making it more difficult to express community level average and median values.

British Columbia Statistics

Urban Focus

BC Statistics helpfully consolidates most data related to complete Housing Needs Reports, like the new homes registry, non-market housing, post-secondary student housing, and homeless count sources. The database primarily offers data for urban areas, potentially excluding unincorporated or rural data, or suppressing data for confidentiality. This is often due to urban communities having greater data quality and quantity.

Canada Mortgage & Housing Corporation (CMHC)

Reporting Landscape

CMHC conducts its Rental Market Survey (RMS) every year in October to estimate the relative strengths in the rental market. The survey collects samples of market rent levels, turnover, and vacancy unit data for all

sampled structures. The survey only applies to **primary rental markets**, which are those urban areas with populations of 10,000 and more. The survey targets only privately initiated rental structures with at least three rental units, which have been on the market for at least three months. In the RDCK, CMHC only collects rental data for the City of Nelson.

Statistics Canada

Area and Data Suppression

Some geographic areas are too small to report, resulting in the deletion of information. Suppression can occur due to data quality or for technical reasons, limiting the use of granular Census geographies. This was not a particular concern for this study but limited the ability to use granular Census geographies (specifically, Dissemination Areas – see **Definitions**).

Random Rounding

Numbers are randomly rounded to multiples of “5” or “10,” leading to potential discrepancies when summed or grouped. Percentages derived from rounded data may not accurately reflect true percentages, introducing a level of approximation. Additionally, the sums of percentages may not equal 100%.

UBC Housing Assessment Resource Tools (HART)

Sourced from Statistics Canada

While HART offers detailed methodologies for their analysis, they do rely on Statistics Canada datasets. Consequently, the same limitations as stated above apply for HART analysis results.

1.2 ENGAGEMENT

The RDCK Housing Needs Report Updates Engagement Summary Report summarizes engagement activities conducted by the M’akola Development Services (MDS) and Turner Drake & Partners (TD) in collaboration with RDCK staff for the HNR updates. Engagement opportunities included targeted surveys, presentations, and facilitated discussions.

The Engagement Summary Report captures key themes and feedback shared by engagement groups, including RDCK elected officials, municipal staff, and community organizations/groups. The feedback gathered through these engagement activities informed and contextualized sections of the HNR updates. These findings are incorporated throughout the RDCK Regional Summary Report, Electoral Area Summary Report, and Village Profiles.

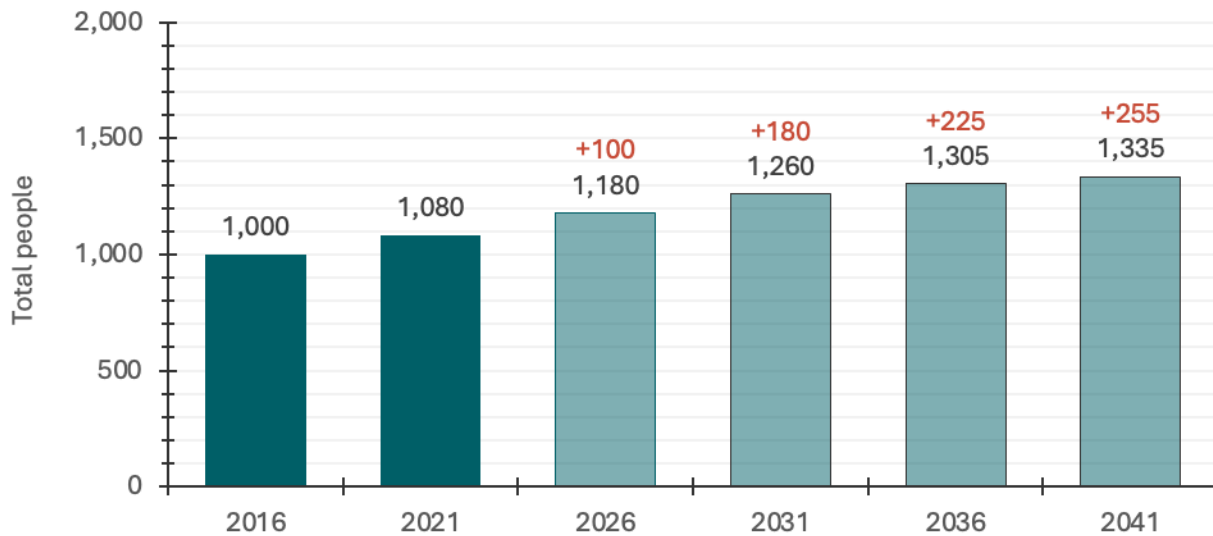
2. Demographic Profile

2.1 POPULATION

2.1.1 Historical & Anticipated Population

Government of British Columbia estimates show the Village of Kaslo grew 8% from 2016 to 2021.³ Figure 2-1 illustrates the changing total population from 2016 and 2021 (BC estimates for Census years) and to 2026 and 2041 (BC Government projections).

Figure 2-1: Historical and anticipated population, net anticipated change of population since 2021



Source: BC P.E.O.P.L.E estimates, BC P.E.O.P.L.E projections

Table 2-1 provides a summary of the historical population changes across different age cohorts and includes anticipated population figures over the next two decades.

³ Note that Statistics Canada's 2021 Census also reports an 8% increase to the Village of Kaslo's population. The totals from which the increases are calculated differ between sources. BC estimates are adjusted to account for possible undercounting during the Census' enumeration.

Table 2-1: Historical (BC Gov't estimates) and anticipated population by age cohort (BC Gov't projections)

	Total	0 to 14	15 to 24	25 to 44	45 to 64	65 to 84	85+
Historical population							
2016 population	1,000	120	80	165	345	255	35
2021 population	1,080	110	70	205	310	340	40
% change ('16-'21)	+8%	-8%	-13%	+24%	-10%	+33%	+14%
Anticipated population							
2026 population	1,180	105	90	205	320	420	50
% change ('21-'26)	+9%	-5%	+29%	+0%	+3%	+24%	+25%
2041 population	1,335	85	90	135	375	490	150
% change ('26-'41)	+13%	-19%	+0%	-34%	+17%	+17%	+200%
% change ('21-'41)	+24%	-23%	+29%	-34%	+21%	+44%	+275%

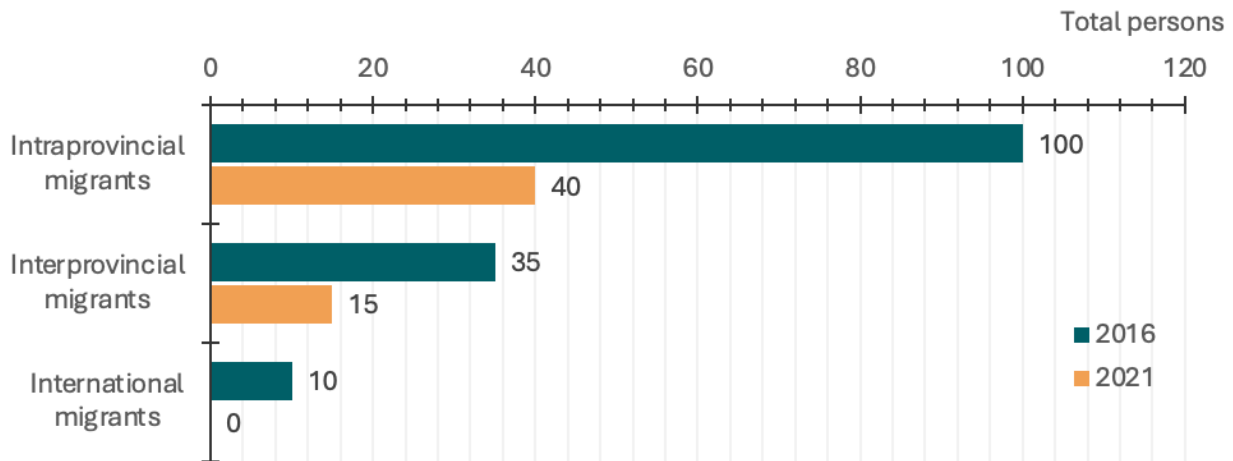
Source: BC P.E.O.P.L.E estimates, BC P.E.O.P.L.E projections

- The province estimates that Kaslo's total population was 1,080 people in 2021, up from 1,000 in 2016.
- The highest rates of growth have been largely among senior residents and adults aged 25 to 44. At the same time, older working age adults (45 to 64) and residents below 25 years of age decreased.
- The total population may grow 24% over the next two decades, potentially reaching 1,335 people in 2041. Most of the growth will likely be among residents 45 years and older. Family aged residents (i.e., youth and adults aged 25 to 44) may decrease over the same time period.
- About 255 additional people may call Kaslo home by 2041.

2.1.2 Recent Mobility Trends

Figure 2-2 illustrates the number of people who moved to Kaslo from another area, whether from within British Columbia (intraprovincial), another province (interprovincial), or another country (international). The data reflects mobility trends for the years prior to 2016 and 2021.

Figure 2-2: One-year mobility of population trends



Source: BC Government purchased Custom Statistics Canada Census Tabulations

- People moving from other areas of British Columbia (including adjacent communities) are the largest source of incoming migrants, a trend consistent in both the 2016 and 2021 Census' (to less of an extent in 2021).
- Out-of-province in-migrants make up a small portion of incoming individuals / households.

2.2 HOUSEHOLDS

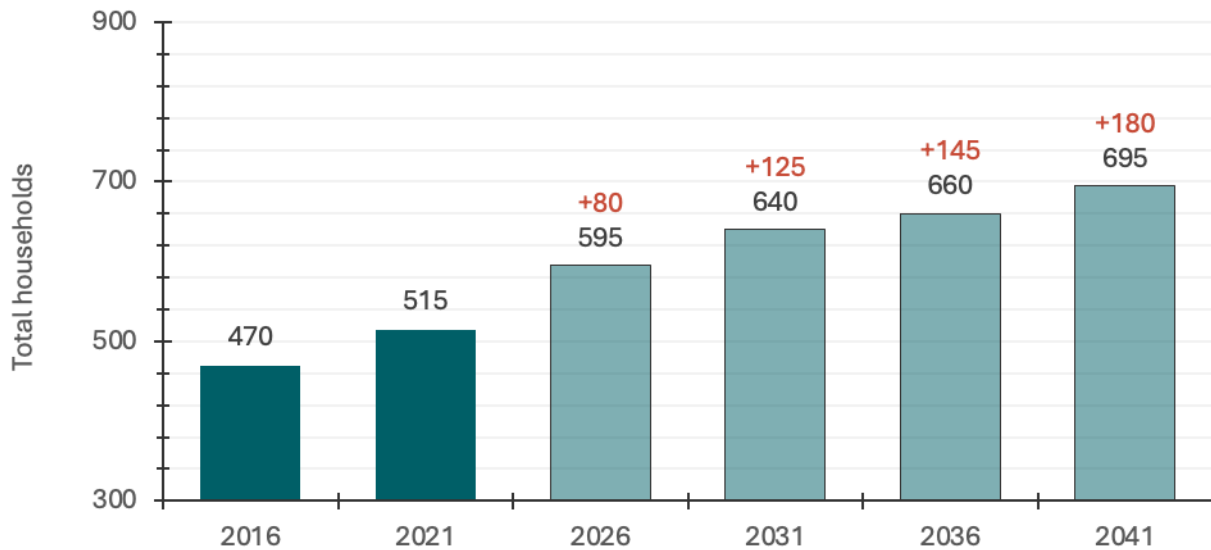
Statistics Canada defines a household as a person or group of persons sharing the same dwelling without another usual residence. A household is the highest-level descriptor of many unique living situations. Households are often categorized in this report by the primary household maintainer's age, which is the age of the person responsible for major expenses like rent, mortgage, taxes, and utilities. When multiple people share this responsibility, the first listed individual becomes the primary household maintainer.

2.2.1 Historical & Anticipated Households

Total households and the age distribution of maintainers are influenced by population changes, and driven by factors like relocations, preferences, and financial situations. Changes in household patterns typically align with broader population trends. Household growth is a key driver of housing demand. Since households need dwellings, projections are closely tied to the needed increase in housing stock to accommodate expected population changes. Economic and financial drivers, while influential, are excluded since they are difficult to predict, both in the near- and long-term.

Figure 2-3 illustrates each community’s estimated historical households and the anticipated 20-year net growth in households.

Figure 2-3: Historical and anticipated households, net anticipated change of households since 2021



Source: Statistics Canada, BC P.E.O.P.L.E estimates, BC P.E.O.P.L.E projections

Table 2-2 summarizes historical shifts in total Kaslo households, providing insights into expected figures over the next two decades.

Table 2-2: Historical and anticipated households by primary maintainer age (BC Gov’t projections)

	Total	15 to 24	25 to 44	45 to 64	65 to 84	85+
Historical households by primary maintainer age						
2016 households	470	0	85	190	175	15
2021 households	515	0	110	160	230	20
% change ('16-'21)	+10%	-	+29%	-16%	+31%	+33%
Anticipated households by primary maintainer age						
2026 households	595	0	115	170	280	25
% change ('21-'26)	+27%	-	+35%	-11%	+60%	+67%
2041 households	695	0	70	210	340	75
% change ('26-'41)	+17%	-	-39%	+24%	+21%	+200%
% change ('21-'41)	+35%	-	-36%	+31%	+48%	+275%

Source: Statistics Canada, BC P.E.O.P.L.E estimates, BC P.E.O.P.L.E projections, Turner Drake & Partners

- The province estimates that Kaslo had 515 households in 2021, up from 470 in 2016.
- Increases occurred across most age groups, with the largest growth among senior (65 to 84) and older senior (85+) led households.
- Total households may grow 35% between 2021 to 2041, reaching approximately 695. Greater relative change in total households versus total populations generally corresponds with an anticipated aging population. It is not uncommon for communities to have a higher rate of household growth than population growth. As a community ages, more people tend to live in smaller households (e.g. 1- or 2-person households rather than 3- or 4-person households.) This drives the average household size down and increases the number of households needed per capita.

2.2.2 Additional Household Characteristics

Table 2-3 summarizes the totals and distributions of households by their size per the 2016 and 2021 Censuses, as well as their respective tenure splits.

Household totals for 2016 and 2021 may differ between this and previous sections, as each section draws from different data sources with distinct purposes. This section relies on a custom Census dataset, purchased by the province from Statistics Canada, which provides more detailed information about households based on a 25% sample of the population. In contrast, the previous section’s household data is from a separate provincial dataset, included here as it is an input for the province’s prescribed unit demand calculations described later in the report.

Table 2-3: Historical households by household size and tenure share

2016 Census	Total	1 person	2 persons	3 persons	4 persons	5+ persons	Average HH size
Total households	470	190	190	30	30	25	2
Share of total	100%	41%	41%	6%	6%	5%	
Owner households	77%	71%	89%	57%	67%	60%	1.9
Renter households	23%	29%	11%	43%	33%	40%	2.2
2021 Census	Total	1 person	2 persons	3 persons	4 persons	5+ persons	Average HH size
Total households	525	225	190	60	25	30	1.9
Share of total	100%	42%	36%	11%	5%	6%	
Owner households	72%	66%	82%	54%	100%	100%	2
Renter households	28%	34%	18%	46%	0%	0%	1.8
% change ('16-'21)	+12%	+18%	+0%	+100%	-17%	+20%	

Source: BC Government purchased Custom Statistics Canada Census Tabulations

- While the province reports a 13% change between 2016 and 2021, the Census indicates a slightly lower rate of 12% during the same period, which relates to the impacts of using two different datasets that also differ in their methodologies.
- Growth occurred among most of the defined household sizes, with the largest absolute growth amongst 1-person households.
- Continued growth from 2021 to 2023 (based on provincial numbers), particularly among 25- to 44-year and 65- to 84-year old led households, suggests that there may be concurrent increases in the number of younger adult couples and senior households. This could mean more 2 person households during that period (or even 3 or more if they are families with children or extended family).
- In 2021, the share of renter households grew. From 2016 to 2021, total renter households increased by 40, while owners increased by 20.
- Rates of rentership were highest among 3-person households in 2021, an atypical result as smaller households tend to have the largest percentage of renters. This is largely attributed to single person households generally earning less income and having less financial capacity to secure homeownership. With growth anticipated among the senior population, there is likely to be a corresponding increase in single person households and potentially renter households over the next two decades.

Table 2-4 summarizes the totals and distributions of households by their household family type per the 2016 and 2021 Censuses, as well as their respective tenure splits. Note that a “census-family with a child” includes both couples and lone parents. A “non-census family” refers to a household made up of a single person or unrelated individuals (i.e., roommates).

Table 2-4: Historical households by census-family type and tenure share

2016 Census	Total	Census-family w/o children	Census-family w/ children	Non-census family*
Total households	470	150	105	210
Share of total	100%	32%	22%	45%
Owner households	77%	94%	59%	74%
Renter households	23%	6%	41%	26%
2021 Census	Total	Census-family w/o children	Census-family w/ children	Non-census family*
Total households	525	170	125	230
Share of total	100%	32%	24%	44%
Owner households	72%	82%	67%	66%
Renter households	28%	18%	33%	34%
% change ('16-'21)	+12%	+13%	+19%	+10%

Source: BC Government purchased Custom Statistics Canada Census Tabulations

- All household types experienced growth between 2016 to 2022, with equivalent numerical increases across all (20 households each).
- The fastest growing household type (from a percentage growth perspective) was families without children (i.e., couples), which grew by 19% over the five years. This is likely attributed to an increase of senior led households over the same time period.

2.3 INCOME

Income statistics are critically important for determining affordability. How much a household earns is the most important factor in determining what type and size of home the household can afford. A household's earnings are largely contingent on the characteristics and composition of the people making up the household (e.g., how old is the household, how many people are in the household, does a household own or rent their dwelling?) Most affordability calculations use median before-tax household, or the total income earned by a household before income taxes and other elements are deducted, as the primary input.

Key Definition

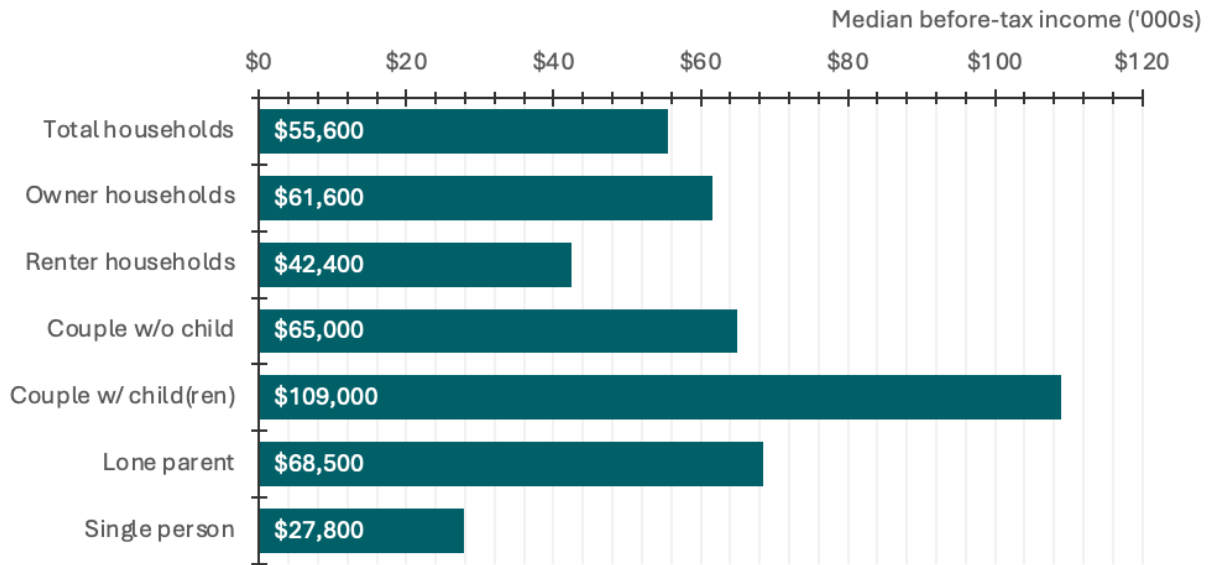
Median before-tax household income: the total income earned by a household before income taxes and other elements are deducted. Commonly used to determine housing affordability.

Note: Canadian Emergency Response Benefit (CERB) relief payments may have artificially boosted income data in the 2021 Census, obscuring some housing need. Though a necessary stimulus during the height of the COVID-19 pandemic, CERB temporarily raised the annual income for many residents of the RDCK, mostly in the lowest income brackets. Most households briefly pulled out of housing need by CERB likely returned to pre-COVID income levels after support programs ended.

2.3.1 Median before-tax household incomes

Figure 2-4 summarizes the median before-tax household incomes by tenure and household family type. Not all categories are displayed due to suppression, which is used by Statistics Canada to ensure confidentiality for small datasets.

Figure 2-4: Median before-tax household income by tenure and household family type, 2021



Source: BC Government purchased + Turner Drake purchased Custom Statistics Canada Census Tabulations

- In 2021, the median household earned \$55,600 before-tax, up 17% from 2016 (\$47,681). As noted above, this sharp increase is likely attributed to COVID-19 relief payments.
- Couples with children had the highest median annual income (\$109,000). Two or more person households are more likely to have a higher household income than single earners due to the increased likelihood of having two or more incomes.
- Owner households, which report a larger average household size, reported a higher median income than renter households.

2.3.2 Income categories

This report adopts methods used by UBC’s Housing Assessment Resource Tools (HART), which uses custom Statistics Canada Census tabulations to establish five household income categories that can help inform the share of the population most at risk of financial pressures related to housing. The categories are as follows:

- **Very low income:** 20% or less of area median household income (AMHI), generally equivalent to shelter allowance for income support recipients.
- **Low income:** 21-50% AMHI, generally equivalent to one full-time minimum wage job.
- **Moderate income:** 51-80% AMHI, generally equivalent to a starting salary, depending on the job and sector.
- **Median income:** 81-120% AMHI, representing the ‘middle class.’
- **High income:** More than 120% AMHI, the group with the greatest housing wealth

Table 2-5 summarizes the share of households that belong to each income category, and the approximate range of shelter costs that a household can afford. Note that the affordable shelter costs use Statistics Canada’s 30% shelter-cost-to-income ratio (i.e., affordability threshold), further adjusted to account for an assumed 25% of shelter costs being allocated to ancillary costs like insurance or utilities. In other words, the affordable shelter cost provided in the table represents only a rent or mortgage payment.

Table 2-5: Income category summary, 2021

Income category	Annual household income	Affordable shelter cost	Estimated share of total households
Very low income	≤ \$11,120	< \$210	3%
Low income	\$11,121 to \$27,800	\$210 to \$520	26%
Moderate income	\$27,801 to \$44,480	\$520 to \$835	15%
Median income	\$44,481 to \$66,720	\$835 to \$1,250	17%
High income	\$66,721 +	\$1,250 +	40%

Source: UBC Housing Assessment Resource Tools (HART)

- In 2021, about 40% of households earned a “high income,” and could afford monthly mortgage payments or rent of \$1,250 and higher.
- About 29% of households earn a “very low income” or “low income,” totalling about 150 households. These households can afford at most monthly mortgage payments or rent of \$520. Many of these households may already own their home or are eligible for shelter assistance, so they may be able to afford more than is otherwise identified. However, this income group has higher susceptibility to sudden changes in costs (whether it is a repair or increase in rent).

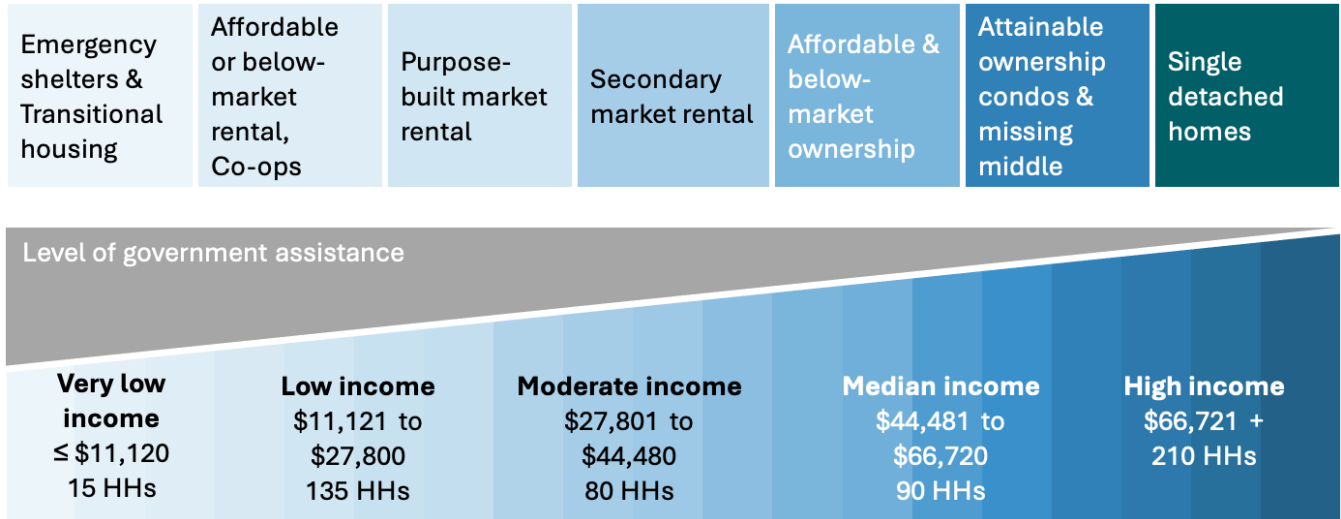
2.3.3 Income vs. Housing Continuum

Figure 2-5 illustrates a varied version of the housing continuum, originally created by the Canadian Mortgage and Housing Corporation (CMHC) and demonstrates how income categories and households within each category may align along this continuum.

It is difficult to determine the exact number of households that should occupy each type of housing given the specific circumstances of individual households are not known. However, this figure provides an estimate of the number of units needed to potentially accommodate the maximum number of households’ needs.

Around 150 local households with very low to low incomes (earning less than or equal to \$27,800), often single individuals, are at higher risk of needing emergency housing services due to sudden personal, physical, or financial changes.

Figure 2-5: Rough distribution of households on the housing continuum



3. Housing Profile

The 2021 Census recorded 583 total dwellings in Kaslo, of which 525 were occupied by usual residents. A usual resident is an owner or renter that lives in their dwelling more than half of the year, which qualifies the dwelling as their primary place of residence. Conversely, a non-usual resident occupied dwelling could include a recreational property, short-term rental, or unoccupied dwelling.

Given these numbers, it is estimated that about 10% of local dwellings may have been used for purposes other than permanent occupation. In 2016, this number was about 15%, suggesting that more people are moving to Kaslo to make it their primary residence.

Table 3-1 summarises the totals and distribution by structure type for Kaslo.

Table 3-1: Dwellings occupied by usual residents by structural type and tenure, 2021

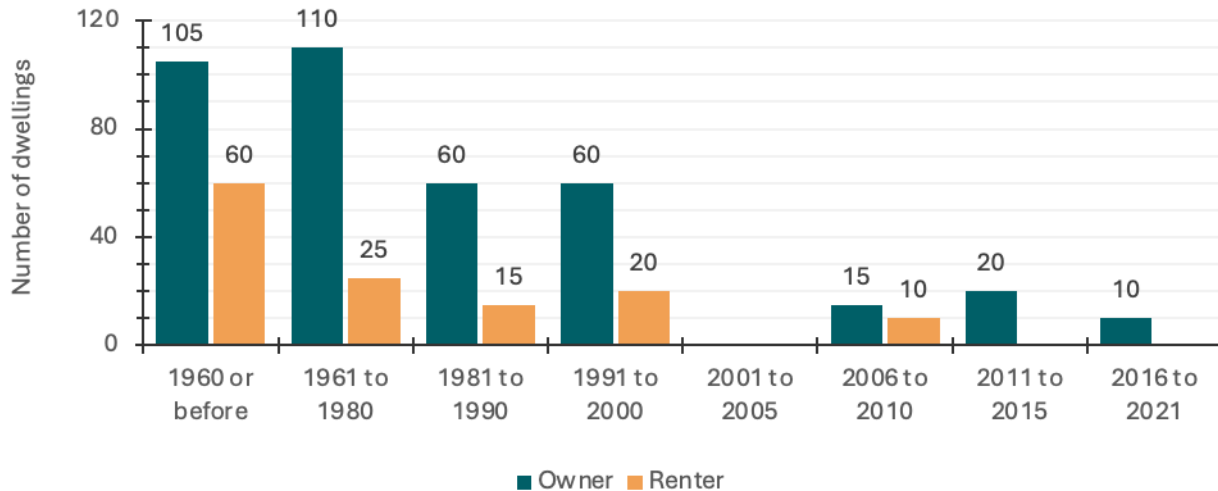
	Total	Single	Row	Semi	Duplex	Apt (<5 floors)	Apt (5+ floors)	Mobile
Total	525	465	0	0	10	40	0	0
Share	100%	89%	0%	0%	2%	8%	0%	0%
Owner	72%	77%	-	-	0%	25%	-	-
Renter	28%	23%	-	-	100%	75%	-	-

Source: BC Government purchased Custom Statistics Canada Census Tabulations

- Single-detached homes account for almost 90% of the housing supply (465 units), followed by apartments at 8% (40 units).

Figure 3-1 shows the distribution of the current dwelling stock by its age of construction. For the years that display no construction activity, this may not mean that no construction occurred, but instead that the volume of construction was small enough to either be suppressed by Statistics Canada for confidentiality or was rounded to 0. In either case, the lack of a reported value suggests slow construction activity.

Figure 3-1: Dwellings occupied by usual residents by age of construction and tenure, 2021



Source: BC Government purchased Custom Statistics Canada Census Tabulations

- Almost 60% of local dwellings were built before the 1980s, a trend consistent for both owner and renter occupied dwellings. About 28% of dwellings were built between 1981 and 2000, with the remainder (12%) constructed after 2000.

3.1 RECENT DWELLING PERMIT ACTIVITY

Historical permit data indicates that the Village of Kaslo processed or built 43 units from 2017 to 2023. Among the units permitted was a 10-unit, three-storey apartment building. Twenty-three units were homes, five were secondary suites, and four were duplex units. Since 2017, Kaslo permitted about five units annually, which is above the rate identified by the Statistics Canada construction data by age.

3.2 PROPERTY OWNERSHIP

The Census identified that approximately 10% of dwellings were reported as not being occupied by a usual resident in 2021. While a useful number to quantify the relationship between permanently and non-permanently occupied dwellings, Statistics Canada does not offer much in terms of who owns these non-permanent dwellings. Despite the lack of detailed data, some initiatives from Statistics Canada – particularly the Canadian Housing Statistics Program – provide some insights into local property ownership.

Key Definitions

Investment property: A property owned by someone that is not identified as a primary place of residence by the owner.

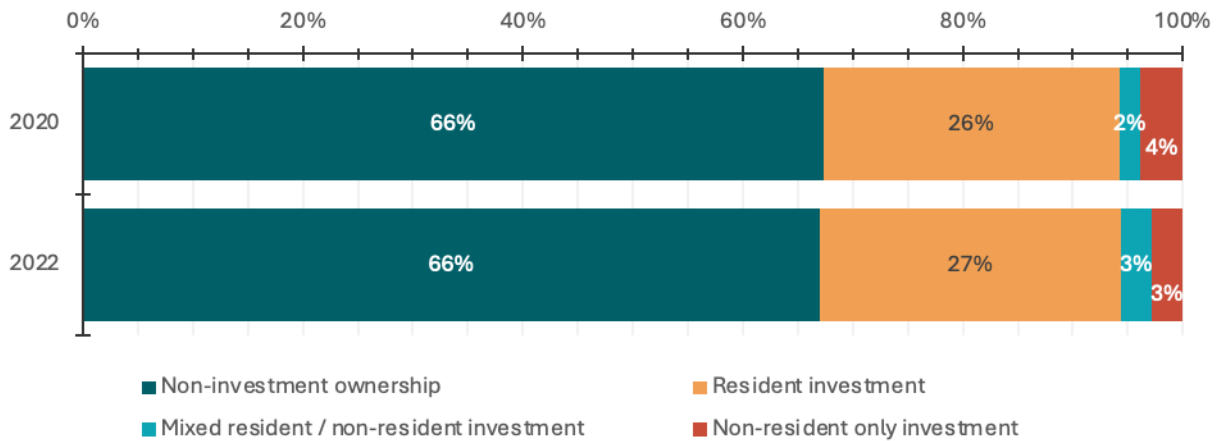
Non-investment property: A property owned and occupied by the owner.

Resident: A person who lives in Canada as their primary country of residence.

Non-resident: A person who does not live in Canada as their primary country of residence.

Figure 3-2 illustrates how the distribution of improved residential property ownership (i.e., a property with a dwelling on it) has changed from 2020 to 2022; specifically; what share of properties are owned locally, by residents of Canada, and by non-residents of Canada. Note that values may not equal 100% due to rounding.

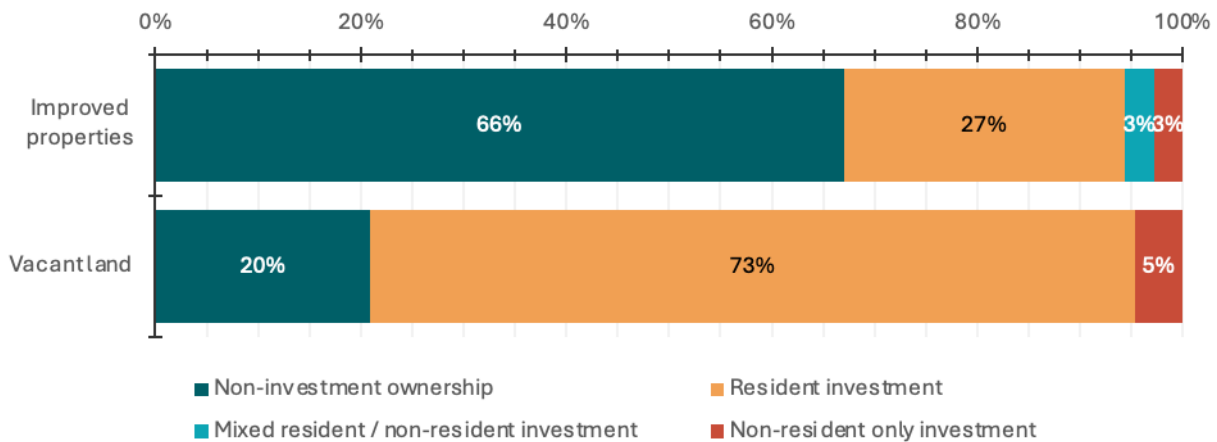
Figure 3-2: Share of local residential improved properties by ownership type



Source: Canadian Housing Statistics Program

Figure 3-3 illustrates how the distribution of ownership differs between an improved residential property and vacant land intended to be residential in 2022 (the most recent year collected). Note that values may not equal 100% due to rounding.

Figure 3-3: Share of local residential improved properties versus vacant residential properties by ownership type, 2022



Source: Canadian Housing Statistics Program

- About 32% of properties with a dwelling were classified as “investments” by Statistics Canada in 2020. Included in this percentage are permanently occupied rental properties owned by someone who may or may not have lived.

- In the same year, about 4% of dwellings were owned entirely by someone who does not live in Canada full-time.
- By 2022, the share of non-resident participants remained the same at 6%, but with a slight shift towards mixed ownership (i.e., combined ownership between resident and non-resident owners). Concurrently, the share of resident investor owned residential property increased marginally from 26% to 27%.
- Vacant properties intended for residential uses were majority owned by resident investors, which could include locals or people elsewhere in Canada.

3.3 RENTAL UNIVERSE

The rental universe includes a variety of different types of rental housing, most commonly categorized as either primary market, secondary market, or non-market rental housing.

CMHC’s Rental Market Survey provides detailed data on the primary rental market (i.e., purpose-built rentals with 3+ units). Unfortunately, CMHC only surveys communities with a population of larger than 10,000 people. Because the Village of Kaslo does not meet the minimum community size requirements, there is limited available data specific to the Village’s primary rental market.

Figure 3-4 summarizes the distribution of the local rental stock based on housing types identified in the Census, including what may be considered secondary rental market apartments (i.e. rental units that are not in a purpose-built rental building.) Non-market rental units are not delineated in the Census, but are covered more fully in section 3.5 of this report.

Key Definitions

Primary Market Rental: Purpose-built rental buildings with at least three rental units. These units are privately initiated, usually with the intention of being offered for rent at market rates.

Secondary Market Rental: All privately rented homes not categorized as primary market rentals. Can include: Rented detached homes, duplexes, semi-detached homes or row homes, rented freehold row/town homes, rented accessory apartments or suites, and rented condominiums.

Figure 3-4: Estimated overall rental universe by dwelling type, 2021



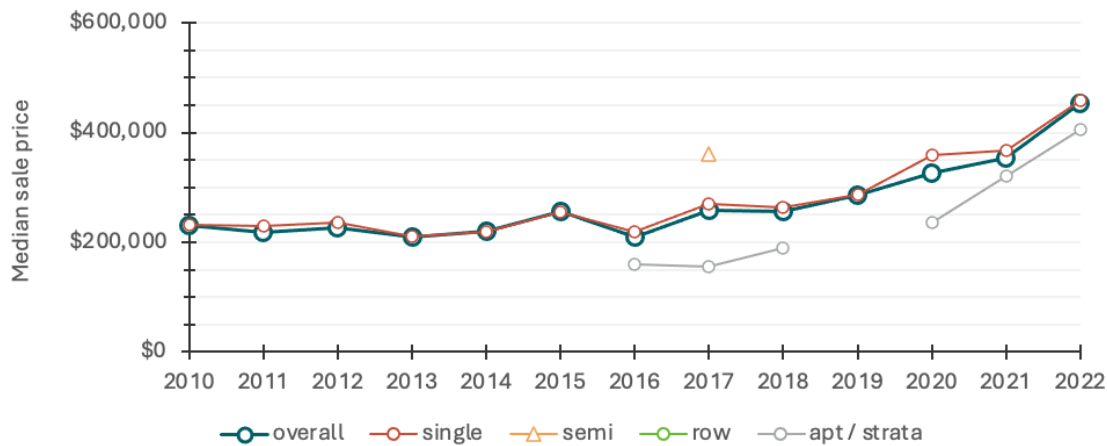
Source: BC Government purchased Custom Statistics Canada Census Tabulations

3.4 MARKET HOUSING

3.4.1 Home price trends

Figure 3-5 illustrates historical median home prices by dwelling type. The data is sourced from BC Assessment’s historical revised rolls, which include sales information up to and including 2022. The dwelling types provided by BC Assessment have been reclassified to align with the categories used by Statistics Canada in their Census questionnaire.

Figure 3-5: Annual median sale price by dwelling type



Source: derived from BC Assessment

Table 3-2 offers the same data, but this time it presents the percentage change in median home prices by dwelling type over specific time intervals. Key findings include:

Table 3-2: Sale price and percentage change by dwelling type and select years

	Sale price				Percent change		
	2010	2016	2019	2022	'10-'16	'16-'19	'19-'22
Overall	\$231,300	\$210,200	\$286,800	\$452,400	-9%	+36%	+58%
Single-detached	\$231,300	\$219,500	\$286,800	\$457,500	-5%	+31%	+60%
Apartment / strata	-	\$160,000	-	\$406,300	-	-	-

Source: derived from BC Assessment

- House prices depreciated slightly from 2010 to 2016, which is opposite of what most communities within BC, and specifically the RDCK, experienced within this time frame.
- Price escalations became more significant after 2016, rising 36% between 2016 and 2019. Escalations ramped up even further post-2019, rising another 58% from 2019 to 2022.
- By 2022, the median home price had reached \$452,400.

3.4.2 Homeownership attainability

Figure 3-6 compares the median home price in Kaslo to the estimated price different household types earning the median income could afford. An “affordable price” is set using a variety of mortgage assumptions and the median annual income of each household family type. The purpose is to highlight the impact of changing local incomes and prices on affordability.

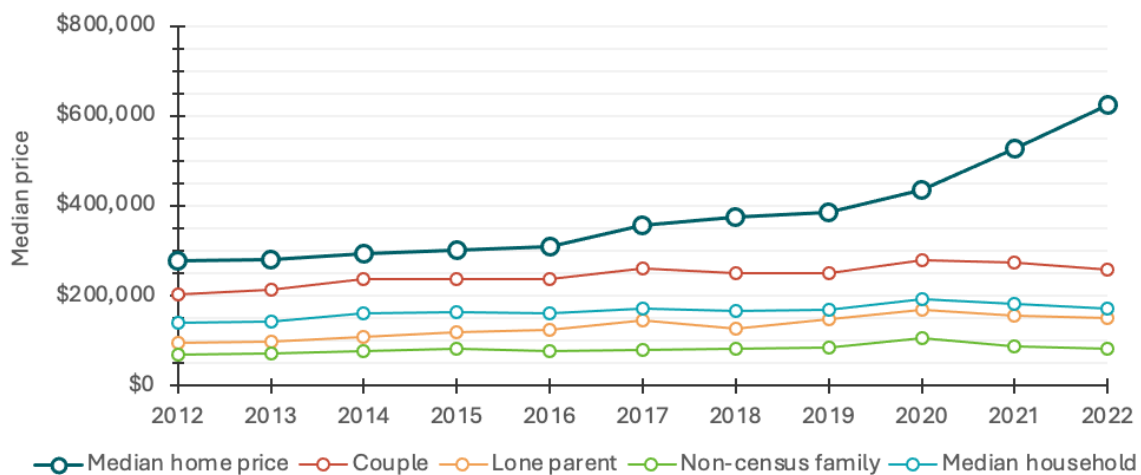
Assumptions

- Amortization period = 25 years
- Payment frequency = monthly
- Interest rate = prevailing (at given year) average weekly rate for 5-year fixed mortgage
- Down payment = 10%
- CMHC insurance = 3.10%
- Income used for shelter expenses = 30%
- Ancillary shelter costs = 25%
- Direct shelter costs (for a mortgage payment or rent) = 1 – ancillary = 75%

Calculations

- Collect 2021 median before-tax household incomes by household type, income bracket ranges, and income category ranges, as well as total households by characteristic.
- Estimate an affordable monthly payment using affordability assumptions above (i.e., $\text{income} \times 30\% \times [1 - 25\%] = \text{monthly payment}$).
- Convert the affordable monthly payment to an affordable purchase price, based on mortgage and down payment assumptions.
- Collect the 2022 median purchase prices by dwelling type.
- Compare median purchase prices to household budgets. If budget is below, a household’s income cannot afford the purchase price.

Figure 3-6: Historical estimated affordable dwelling price by household type vs actual median home price



Source: derived from BC Assessment, custom Statistics Canada dataset4 and mortgage assumptions

4 Statistics Canada. Table 11-10-0012-01 Distribution of total income by census family type and age of older partner, parent or individual. DOI: <https://doi.org/10.25318/1110001201-eng>

- From 2012 to 2016, the median couple household was the only defined household type to be able to afford the median house price. Couple households were the most capable of accessing housing given the likelihood of having a dual income.
- Since 2016, the median price of a home has become increasingly out of reach for all median household types, with the largest widening occurring after 2021.
- Notably, the gap between the median house price and the affordable threshold for the median household was approximately \$23,800 in 2016. The gap widened to \$259,000 in 2022.
- Homeownership attainability data highlights the notable disparity between growth in prices and growth in estimated incomes, leading to reduced purchasing power for shelter for most households in the community.

Important note: The gap between the affordable purchase price and actual price reflects the median. There are individuals or households who face significantly greater and significantly less financial challenges related to their shelter. As of 2021, 8% of owner households in Kaslo reported not reasonably affording where they live (see Section 4.1 for more details).

3.5 NON-MARKET HOUSING

Non-market housing encompasses all forms of housing not subject to market forces. This includes public or social housing, affordable housing offered by non-profit organizations, and transitional and emergency shelters, among others.

Table 3-3 provides an overview of the current housing and program offerings within the municipality, as reported by BC Housing in March 2024. Please note that “XX” indicates that a unit of housing or programming may exist but is kept confidential to ensure the identity of an individual or household is not compromised.

Table 3-3: Summary of local non-market housing and programs, March 2024

Emergency Shelter and Housing for the Homeless	
Homeless housed	0
Homeless rent supplements	0
Homeless shelters	0
Total	0

Transitional Supported and Assisted Living	
Supportive seniors housing	XX
Special needs	XX
Women & children fleeing violence	XX
Total	1

Independent Social Housing	
Low income families	XX
Low income seniors	XX
Total	20

Rent Assistance in Private Market	
Rent assistance for families	XX
Rent assistance for seniors	XX
Canada Housing Benefit recipient	XX
Total	11

Source: BC Housing

- The Village of Kaslo is not the non-market housing centre of the RDCK, but still offers supply to the region’s inventory of units, programs, and services.
- There are 20 low-income units, 1 transitional supported / assisted living unit and 11 recipients of rent assistance.
- In total, Kaslo serves 32 of the 1,323 RDCK residents / households who are receiving housing assistance.

4. Housing Need

4.1 HOUSING CRITERIA

CMHC's Core Housing Need (CHN) metric measures three critical housing criteria and whether reasonable alternatives exist in the market. A household is in core housing need if its housing does not meet one or more of the following standards:

Adequate

Housing is considered adequate when it isn't in need of major repairs. Major repairs include defective plumbing or electrical wiring, or structural repairs to walls, floors, or ceilings.

Suitable

Housing is considered suitable when there are enough bedrooms for the size and make-up of resident households. This is according to National Occupancy Standard (NOS) requirements.

Affordable

An affordable home costs less than 30% of the occupying household's before-tax household income.

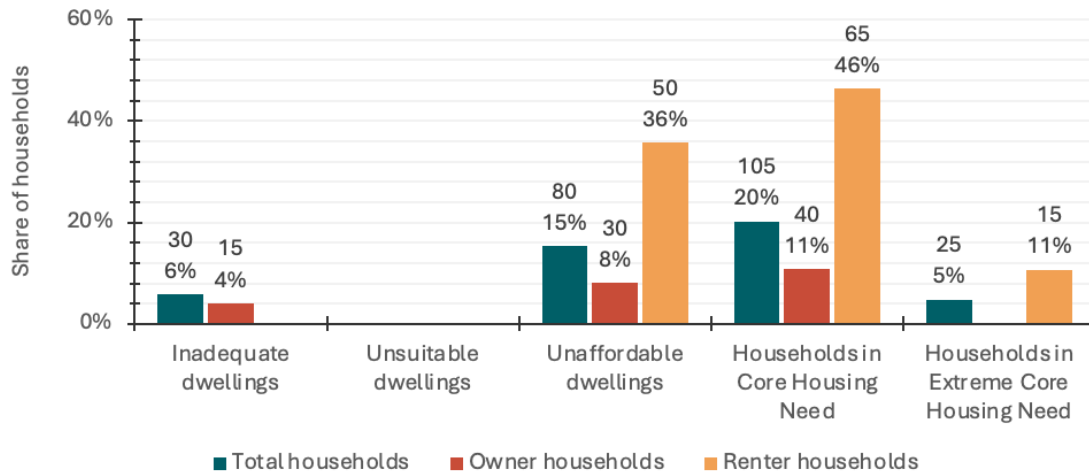
Acceptable housing is adequate in condition, suitable in size, and affordable. An added metric is "Extreme Core Housing Need (ECHN)," which refers to a household paying more than 50% of their income on shelter costs.

Historically, unaffordability has contributed the most to rates of CHN. However, a household in an unaffordable home does not necessarily mean they are experiencing CHN. CHN also considers whether affordable alternatives exist. In other words, CHN accounts for and does not include households living in an unaffordable home by choice (e.g., buying a home that is expensive now, but may be affordable later as the household income grows.)

4.2 HOUSING NEED BY TENURE

Figure 4-1 shows the rates of inadequacy, unsuitability, unaffordability, CHN, and ECHN for all households as well as households by tenure. Note that blanks exist where the data showed zeros, which are assumed to be cases of suppression resulting from Statistics Canada's rounding practices to protect confidentiality.

Figure 4-1: Share of households experiencing a specific housing indicator by tenure, 2021



Source: BC Government purchased Custom Statistics Canada Census Tabulations

- In 2021, about 6% of households in Kaslo required major repairs. Data is unavailable for unsuitability (i.e., households facing overcrowding).
- Unaffordability is the housing indicator that is often most prevalent among households. In Kaslo, 15% of households lived in unaffordable circumstances.
- Renter households are most severely affected by unaffordability (36%), Core Housing Need (46%), and Extreme Core Housing Need (11%). This is largely related to a higher number of single income earners living in rental households. However, higher core need than unaffordability indicates that many need both quality and space interventions to improve their housing condition.

4.3 ENERGY POVERTY

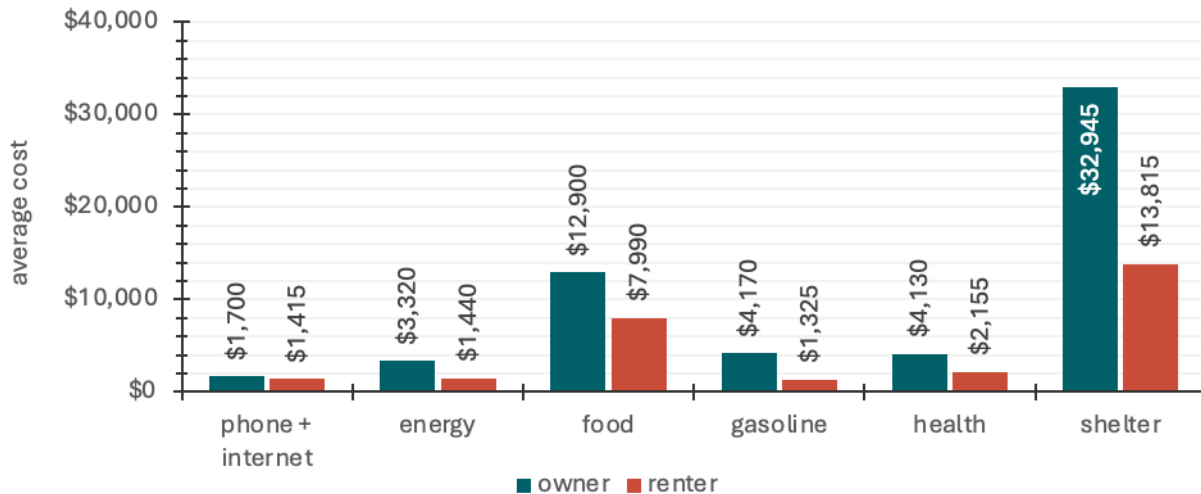
There are several expenses that contribute to the overall cost of housing. While these costs have always been a critical factor in determining a home’s affordability, recent years of high inflation have brought household expenses to the forefront – namely, the rising cost of energy. Alongside increasing mortgage and rent payments, concurrently rising energy costs are pushing more households into “energy poverty.”

According to the Canadian Urban Sustainability Practitioners (CUSP), energy poverty refers to the experience of households or communities that struggle to heat and cool their homes and power their lights and appliances. Canadian academics have developed three key thresholds to define a disproportionate energy cost burden relative to a household’s average after-tax income. A home is considered in energy poverty if it meets any of the following criteria:

1. Spending more than 6% of after-tax income on utilities,
2. spending more than 4% of after-tax income on fuel used for transportation, and
3. spending more than 10% of after-tax income for the combined of (1) and (2).

Figure 4-2 illustrates selected average annual living cost estimates for owning and renting households in Kaslo, inclusive of energy and gasoline costs. These estimates are produced using Statistics Canada’s 2019 Household Spending Survey data, adjusted by inflation and estimated locally based on distributions of dwelling structure types.

Figure 4-2: Average annual living expenses, 2023



Source: Statistics Canada Household Spending Survey, 2019 – adjusted to 2023 dollars using annual CPI

- Shelter cost estimates are the most expensive item for a household. The typical household pays approximately \$13,800 annually on rent or \$33,000 on a mortgage. Both figures include ancillary costs like insurance, condo fees, and taxes (if applicable).
- Food costs are the second-highest expense. With owner households generally having a higher average number of people, their reported average annual food cost is noticeably higher.
- To avoid being considered in “energy poverty,” a renter household would require an after-tax income of at least \$24,000 to afford the average annual energy bill, while an owner household would require an income of at least \$55,300.
- To consider vehicle gasoline costs affordable, a renter household would need an after-tax income of \$33,100, and an owner household would need \$104,300.
- Based on after-tax household incomes reported by Statistics Canada in 2021 (\$42,000 and \$61,200), the most burdensome energy costs for households are vehicle expenses. This is due to the vast geographies that many residents must regularly travel.

It is important to note that results for energy poverty may be underrepresented, as they cannot quantify whether households are living comfortably or just scraping by. The closer a household is to the energy poverty line, the greater the likelihood that they must make concessions in comfort to reduce energy costs.

5. Anticipated Housing Demand

5.1 DEMAND BY COMPONENT

In June 2024, the Province of British Columbia released a standardized HNR demand calculation methodology. The HNR Method estimates the total number of housing units required to address a community’s current and anticipated housing needs over 5- and 20-year timeframes, based on publicly available data sources that can be applied to communities of various scales. It is composed of six components (labeled A through F in Table 5-1). The standardized method for calculating demand ensures that all local governments produce consistent and comparable assessments of their housing need.

It is important to note that the HNR demand calculation methodology does not consider the unique challenges to development in Kaslo, such as servicing limitations/constraints, high construction costs, the availability of trades, and planning staff capacity, among other factors. Coordinated growth management planning with the RDCK, funding from senior levels of government, and creative solutions to densification will all be required to support the Village of Kaslo to meet anticipated demand.

Table 5-1 provides a summary of the result for each component of the HNR Method for the Village of Kaslo over the next 5 and 20 years, as required by legislation.

Table 5-1: Anticipated housing demand by anticipated period and component

Component	Housing units for:	Intention	5 year (by 2026)	20 year (by 2041)
A	Households in Extreme Core Housing Need	To estimate the number of new units required for those in vulnerable housing situations. Extreme need refers to those paying more than 50% of household income on shelter costs.	3	11
B	Individuals experiencing homelessness	To quantify the supply of permanent housing units required for those currently experiencing homelessness.	3	7
C	Suppressed households	To address those households that were unable to form between 2006 and the present due to a constrained housing environment.	10	40
D	Anticipated household growth	To quantify the additional households required to accommodate an increasing population over twenty years. Note that anticipated growth for municipalities is based on the average of local and regional projections (thus, population / household growth trends discussed above may not follow the same trajectory as dwelling projections) and electoral areas use solely regional projections.	71	178

Component	Housing units for:	Intention	5 year (by 2026)	20 year (by 2041)
E	Increasing the rental vacancy rate to 3%	To add surplus rental units to restore local vacancy rates to levels representing a healthy and well-functioning rental housing market. Typically, rates between 3% and 5% are considered healthy rates.	1	3
F	A local demand buffer	To reflect additional demand for housing within a given community, beyond the minimum units required to adequately house current and anticipated residents. This is called the “demand buffer” and is designed to better account for the number of units required to meet “healthy” market demand in different communities. For the purposes of HNRs, a demand factor is based on a ratio of housing price to housing density, and is calculated for each applicable community.	14	57
TOTAL:			102	295

Source: HNR demand calculation methodology ([link](#))

HNR Method Considerations

The HNR method prescribed by the BC Government is a standardized demand calculation methodology to ensure that all local governments produce consistent and comparable assessments of their housing need. This methodology works better for some areas than others. For municipalities with a small population base, the methodology is likely to result in an overestimate of demand. No projections are perfect, which is why the provincial legislation requires that municipalities repeat them every five years (as new information and data becomes available) as part of the HNR updates. The purpose of these projections is to serve as a target for municipalities to consider when assessing their zoning capacity to prepare for potential housing demand.

While it is required by legislation to report both the 5- and 20-year demand, the BC government is more interested in the 20-year projection. The short-term projection was a focus of the previous iteration of the HNR legislation which has since been revised to encourage communities to align housing projections with long term planning policies and tools (e.g., official community plans, zoning bylaws).

- The results indicate that Kaslo may need to build 102 units by 2026 and 295 units by 2041. While much of the demand will come from future growth, the number of suppressed households since 2006 and the demand buffer adjustment also contribute significantly.
- Components A, B, C, and E attempt to catalog unmet “current” demand, and thus serve as an estimate of the existing housing shortage (without considering any changes since 2021, which is the reference year).

5.2 DISTRIBUTION OF DEMAND

5.2.1 Housing price model and dwelling size

An adaptation of the HNR Method provides a rough idea of current market and non-market housing demand and what Kaslo can expect over the 20-year projection period. HNR Method guidelines do not prescribe how to perform this analysis, which could allow for more community level discretion.

Table 5-2 summarizes the results of applying the dwelling size distributions discussed in the **2024 Regional District of Central Kootenay Housing Needs Report** to project demand in the Village of Kaslo. The outcome of this analysis is a table outlining anticipated demand, disaggregated by the number of bedrooms and intended market / price model. Note that non-market housing has been further separated into “affordable / below-market” housing (i.e., housing explicitly offered at prices below market, like the 80% of Median Market Rent criteria described by CMHC funding opportunities or rent-geared to income housing) and “deeply affordable” housing (i.e., rents offered at the shelter rate of income assistance, often combined with support services).

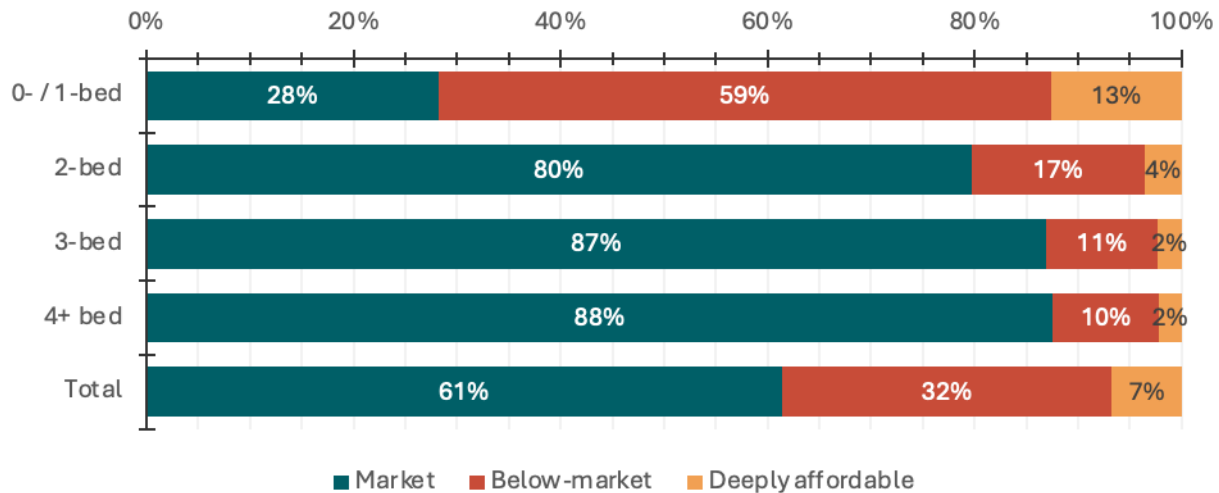
To distinguish what portion of the community might benefit from non-market housing, HART’s income categories and how they overlap across the housing continuum are considered. Briefly, we apply the historical proportions of households earning “very low” and “low” incomes to demand totals. The demand for deeply affordable and below-market units represents these respective income categories.

Table 5-2: Anticipated demand disaggregated by anticipated price model and required number of bedrooms

	Market		Affordable / below-market		Deeply affordable		Total	
	5-year	20-year	5-year	20-year	5-year	20-year	5-year	20-year
0- / 1-bed	12	34	24	71	5	15	41	120
2-bed	20	57	4	12	1	3	25	71
3-bed	18	53	3	7	1	1	21	62
4+ bed	13	37	2	4	0	1	15	42
Total	63	181	32	94	7	20	102	295

Figure 5-1 illustrates the distributions of the above price models by the number of bedrooms to show what dwelling sizes are best targeted by market or non-market interventions.

Figure 5-1: Distribution of price model demand by number of bedrooms, 2041



- The 5- and 20-year demand projections suggest a need for 102 and 295 units, respectively.
- Market housing should remain the primary contributor to the local inventory, though there is a clear need for non-market interventions. By 2041, Kaslo may need 94 affordable / below-market offerings and 20 additional deeply affordable units.
- Engagement respondents expressed the importance of ensuring all demographics have access to non-market, affordable housing options in the communities they live in.
- As suggested by the calculated shares of units by number of bedrooms, market housing demand will likely focus more on 2- and 3-bedroom units; whereas, non-market solutions may distribute more to 0- and 1-bedroom dwellings.

5.2.2 Housing price model and tenure

For the most part, the market will ultimately decide whether new dwellings are built for rental or ownership based on prices and preferences. However, adapting data to estimate how demand might be distributed between owner and renters is useful for understanding which price models might be most needed over time.

Table 5-3 showcases the results of this analysis (with greater detail in the regional housing report, highlighting how different forms of housing may be distributed by size).

Table 5-3: Anticipated demand disaggregated by anticipated price model and tenure

Price model:	5-year (by 2026)		20-year (by 2041)	
	Owner	Renter	Owner	Renter
Market housing	46	17	134	47
Affordable / below-market	13	19	38	56
Deeply affordable	0	7	0	20
Total	59	43	172	123

- While it is likely that market housing demand will mainly be for owner-occupied housing, there is a notable forecasted interest in expanding the local market rental inventory.
- Non-market solutions typically take the form of rentals, but data suggests there could be demand for below-market ownership options, which could mean considering alternative forms of ownership such as co-operatives or community land trusts if funding and support programs materialize.

6. Bill 44 Analysis and Recommendations

Bill 44 – Housing Statutes (Residential Development) Amendment Act includes a suite of legislative changes to the local government land use planning framework aimed at providing additional housing in British Columbia communities. As previously noted, all local governments are now required to use a standardized projection method to understand housing needs over the next 5 and 20 years. The new legislation mandates that municipalities update Official Community Plans (OCPs) and zoning bylaws to permit the total anticipated housing demand over at least the next 20 years, as identified by the HNR Method. OCPs must also include policies that address a wide range of housing types (e.g. affordable housing, rental housing, seniors housing, family housing, etc.). Local governments must complete their first review and OCP update based on the interim HNR projections by December 31, 2025.

Bill 44 also includes legislative amendments that require local government bylaws to allow for small-scale, multi-unit housing (SSMUH). SSMUH describes a range of housing units that can provide attainable housing for middle-income families, including secondary suites in single family dwellings, detached accessory dwelling units, triplexes, townhomes, and house-plexes. Local governments were required to update their bylaws by June 30, 2024, to accommodate SSMUH.

To support the Village of Kaslo to complete the required OCP and corresponding zoning bylaw updates, the consulting team has identified several best practices and considerations for meeting the requirements of Bill 44. The team reviewed the Kaslo OCP and identified areas for policy intervention, outlined in Table 6-1. It is important to note that this review is a starting point for staff and should not be considered a complete review. A full OCP update with specific policy recommendations is outside the scope of a typical HNR.

Table 6-1: Bill 44 best practices and considerations for legislated OCP updates

Best Practice:	OCP Alignment/non-alignment:	Recommendations:
<p>Low density language in the OCP (often referred to as “traditional residential or “stable residential”) should explicitly support various forms of missing middle and small scale multi-residential. No zones/ areas within the Village should exclusively allow single detached dwellings or single-family homes.</p>	<p>The Village of Kaslo OCP language largely aligns with best practices for supporting a variety of housing types within residential neighborhoods. For example, Policy 5.1.2.2 encourages “higher density (multi-unit) residential development in some areas to encourage the highest and best use of land and infrastructure” as a general residential objective.</p> <p>The OCP is clear in encouraging increased residential density in areas that have adequate services.</p> <p>Policy 5.3.2.2: “Encourage increased residential density for properties that are fully serviced by municipal sewer.”</p> <p>The Village of Kaslo OCP also encourages the development of various forms of missing middle and small scale multi-residential.</p> <p>Policy 5.3.3.1 states that the Village will “permit development of carriage houses and secondary suites through zoning regulations.”</p>	<p>No recommendations – existing language in the OCP is aligned with the best practice.</p>
<p>Consider allowing purpose built rental apartments in several areas in the Village rather than solely in growth/core/arterials. This could encourage more purpose-built rentals in areas throughout the Village. This type of housing is important for a community as it is often the only form of housing that is accessible to lower-income families, seniors, and young people.</p>	<p>The Village of Kaslo OCP encourages a variety of housing types and development opportunities that will be distributed across multiple neighborhoods, while explicitly identifying a need for affordable rental housing in Section 3.4. Residential Characteristics.</p> <p>However, the OCP does not explicitly reference any policies or language related to encouraging the development of purpose-built rental apartments.</p>	<p>Add a new policy in Sections 4.2 General Form and Character of Existing and Future Land Use, and Section 5 Residential Areas to encourage the explicit development of multi-unit purpose-built rentals apartments.</p> <p>Add policy in 5.2 Neighbourhood Residential and 5.3 Core Residential to explicitly encourage the development of multi-unit purpose built rental apartments.</p>

Best Practice:	OCP Alignment/non-alignment:	Recommendations:
<p>Ensure Development Permit Area (DPA) policies and guidelines do not unreasonably prohibit or restrict SSMUH development. According to the provincial policy manual, local governments are discouraged from using DPAs to regulate form and character of SSMUH development in all but exceptional circumstances. It is recommended to amend existing DPAs to remove SSMUH developments from intensive or multi-family residential definitions.</p>	<p>The Village of Kaslo OCP does not unreasonably prohibit or restrict SSMUH development. However, stronger language and clear policies regarding the exemption of SSMUH development from form and character regulation could be included to better encourage SSMUH development.</p>	<p>Revise Policy 16.3.4.2: "Single-family dwelling and duplex residential development are not subject to the Heritage and Commercial Core DPA" to include secondary suites, accessory dwelling units, triplexes, townhomes, and row homes.</p>
<p>Life-cycle costs of infrastructure and servicing are significantly more cost-efficient when growth occurs in existing neighbourhoods, and within urban containment boundaries, compared to sprawl. Consider focusing growth in areas that are already serviced.</p>	<p>The OCP policies align with, and take into consideration, this best practice as it notes that new development in the Village should occur within serviced areas that have adjacent or nearby services and infrastructure including water, sewer, and roads. Policy examples are noted below.</p> <p>Policy 17.1. D: "Encourage mixed use and medium density development in lands adjacent to where services and amenities are available."</p> <p>Policy 5.1.2.2: "Encourage higher density (multi-unit) residential development in some areas to encourage the highest and best use of land and infrastructure."</p> <p>Policy 5.3.2.2: "Encourage increased residential density for properties that are fully serviced by municipal sewer."</p>	<p>No recommendations – existing language in the OCP is aligned with the best practice.</p>

7. Conclusion

The Village of Kaslo's housing landscape is evolving, driven by a notable increase in both population and households from 2016 to 2021. This growth trend is expected to continue through the next two decades, leading to a sustained rise in housing demand.

Population expansion has coincided with sustained price increases in recent years, with the median home price appreciating 58% between 2019 and 2022. This has exacerbated housing affordability challenges overall and increased strain on alternatives in the rental market. Expected low RDCK rental vacancy and a connected low rental supply should further challenge residents looking for rental units.

In 2021, approximately 15% of local households in Kaslo lived in unaffordable circumstances. Thus, meeting the demand for affordable housing options in the community is crucial. Estimates suggest that about 104 subsidized units could be required over the next 20 years to meet the needs of those most vulnerable. Overall, the Village of Kaslo may require an additional 295 total housing units be built by 2041 to mitigate existing and future market imbalances.

The Village of Kaslo recognizes that housing and future growth is a key topic for residents. Many residents are supportive of initiatives to increase density and add affordable housing options in their community. Village staff and leadership have shown their commitment to increasing non-market housing units by selling municipal land for a nominal fee in 2022 for an affordable housing project. The Village should continue to explore options to partner with local housing operators to facilitate non-market housing construction on Village-owned land.

The data presented here is intended to support and supplement the important work already being undertaken by the Village and its partners. Though it will be challenging, the Village of Kaslo, with support from the RDCK, non-profit and private partners, and senior levels of government, is more than capable of addressing the housing needs outlined in this report.

Consulting support from:



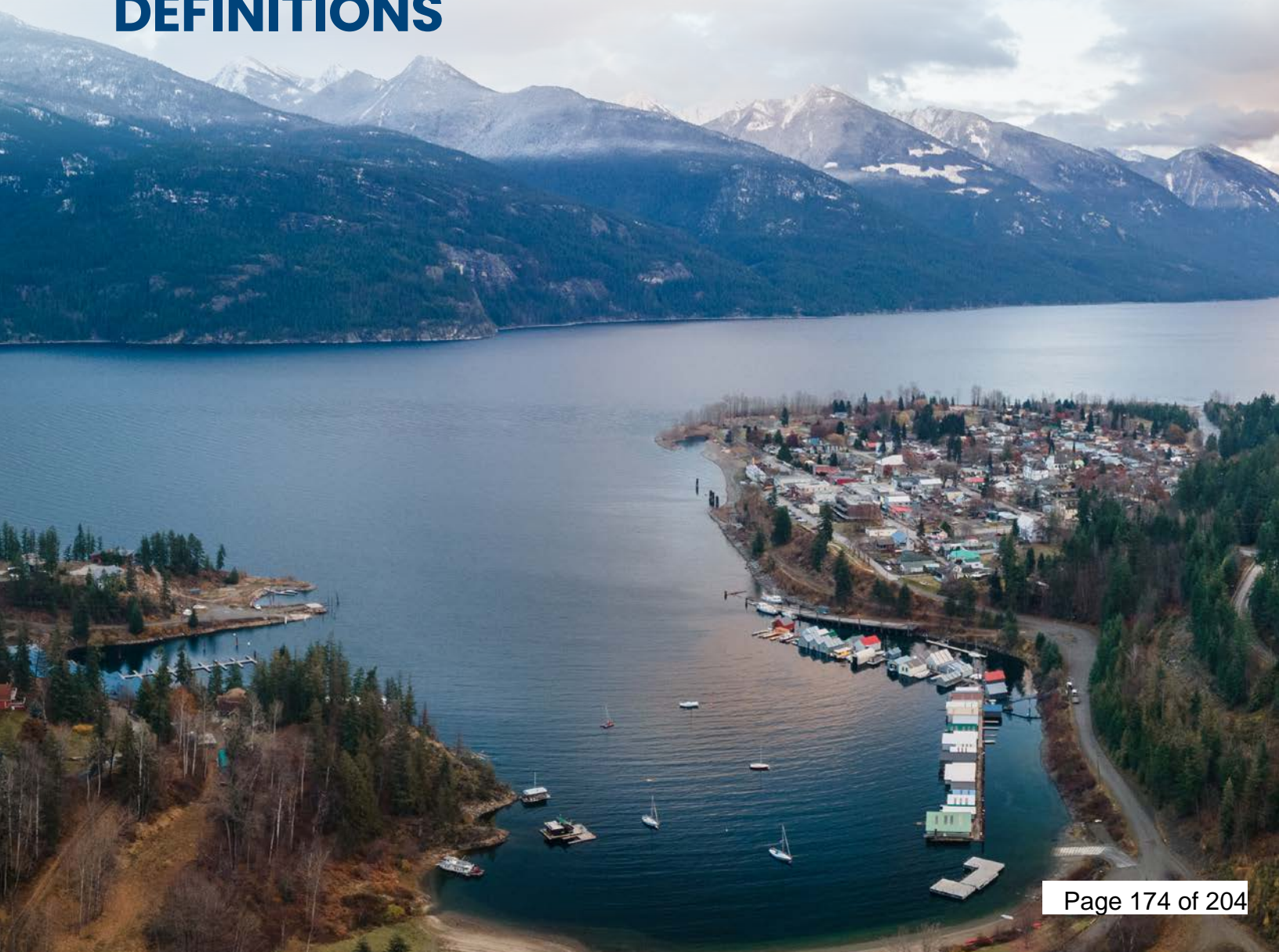


Village of
Kaslo

Village of Kaslo Housing Needs Report Update

REGIONAL DISTRICT OF CENTRAL KOOTENAY
COMMUNITY PROFILES

APPENDIX A: **DEFINITIONS**



Definitions

“bedrooms” refer to rooms in a private dwelling that are designed mainly for sleeping purposes even if they are now used for other purposes, such as guest rooms and television rooms. Also included are rooms used as bedrooms now, even if they were not originally built as bedrooms, such as bedrooms in a finished basement. Bedrooms exclude rooms designed for another use during the day such as dining rooms and living rooms even if they may be used for sleeping purposes at night. By definition, one-room private dwellings such as bachelor or studio apartments have zero bedrooms;

“census” means a census of population undertaken under the Statistics Act (Canada);

“census family” is defined as a married couple and the children, if any, of either and/or both spouses; a couple living common law and the children, if any, of either and/or both partners; or a lone parent of any marital status with at least one child living in the same dwelling and that child or those children. All members of a particular census family live in the same dwelling. A couple may be of opposite or same sex;

“components of demographic growth” refers to any of the classes of events generating population movement variations. Births, deaths, migration, marriages, divorces, and new widowhoods are the components responsible for the variations since they alter either the total population or the age, sex, and marital status distribution of the population:

“emigrant” refers to a Canadian citizen or immigrant who has left Canada to establish a permanent residence in another country.

“immigrant” refers to a person who is, or who has ever been, a landed immigrant or permanent resident. Such a person has been granted the right to live in Canada permanently by immigration authorities;

“interprovincial migration” refers to movement from one province or territory to another involving a permanent change in residence. A person who takes up residence in another province or territory is an out-migrant with reference to the province or territory of origin and an in-migrant with reference to the province or territory of destination;

“intraprovincial migration” refers to movement from one region to another within the same province or territory involving a permanent change of residence. A person who takes up residence in another region is an out-migrant with reference to the region of origin and an in-migrant with reference to the region of destination;

“non-permanent residents” refers to persons who are lawfully in Canada on a temporary basis under the authority of a temporary resident permit, along with members of their family living with them. Non-permanent residents include foreign workers, foreign students, the humanitarian population and other temporary residents;

“core housing need” is when housing falls below at least one of the adequacy, affordability or suitability standards and it would have to spend 30% or more of its total before-tax income to pay the median rent of alternative local housing that meets all three housing standards;

“adequate housing” means that, according to the residents within the dwelling, no major repairs are required for proper use and enjoyment of said dwelling;

“affordable housing” means that household shelter costs equate to less than 30% of total before-tax household income;

“suitable housing” means that a dwelling has enough bedrooms for the size and composition of resident households according to National Occupancy Standard (NOS) requirements;

“dwelling” is defined as a set of living quarters. Two types of dwelling are identified in the Census, collective dwellings and private dwellings. The former pertains to dwellings which are institutional, communal or commercial in nature. The latter, Private dwelling refers to a separate set of living quarters with a private entrance either from outside the building or from a common hall, lobby, vestibule or stairway inside the building. The entrance to the dwelling must be one that can be used without passing through the living quarters of some other person or group of persons;

“private dwelling occupied by usual residents” refers to a private dwelling in which a person or a group of persons is permanently residing. Also included are private dwellings whose usual residents are temporarily absent on May 11, 2021.

“private dwelling not occupied by usual residents” refers to a private dwelling which is not considered the primary place of residence of a household over a calendar year.

“dwelling type” means the structural characteristics or dwelling configuration of a housing unit, such as, but not limited to, the housing unit being a single-detached house, a semi-detached house, a row house, an apartment in a duplex or in a building that has a certain number of storeys, or a mobile home;

“single-detached house” means a single dwelling not attached to any other dwelling or structure (except its own garage or shed). A single-detached house has open space on all sides, and has no dwellings either above it or below it. A mobile home fixed permanently to a foundation is also classified as a single-detached house;

“semi-detached house” means one of two dwellings attached side by side (or back to back) to each other, but not attached to any other dwelling or structure (except its own garage or shed). A semi-detached dwelling has no dwellings either above it or below it, and the two units together have open space on all sides;

“row house” means one of three or more dwellings joined side by side (or occasionally side to back), such as a townhouse or garden home, but not having any other dwellings either above or below. Townhouses attached to a high-rise building are also classified as row houses;

“duplex” (also known as apartment or flat in a duplex) means one of two dwellings, located one above the other, may or may not be attached to other dwellings or buildings;

“apartment in a building that has five or more storeys” means a dwelling unit in a high-rise apartment building which has five or more storeys;

“apartment in a building that has fewer than five storeys” means a dwelling unit attached to other dwelling units, commercial units, or other non-residential space in a building that has fewer than five storeys;

“mobile home” means a single dwelling, designed and constructed to be transported on its own chassis and capable of being moved to a new location on short notice. It may be placed temporarily on a foundation pad and may be covered by a skirt;

“extreme core housing need” has the same meaning as core housing need except that the household has shelter costs for housing that are more than 50% of total before-tax household income;

“household” refers to a person or group of persons who occupy the same dwelling and do not have a usual place of residence elsewhere in Canada or abroad;

“owner household” refers to a private household where some member of the household owns the dwelling, even if it is still being paid for;

“renter household” refers to private households where no member of the household owns their dwelling. The dwelling is considered to be rented even if no cash rent is paid;

“household maintainer” refers to whether or not a person residing in the household is responsible for paying the rent, or the mortgage, or the taxes, or the electricity or other services or utilities. Where a number of people may contribute to the payments, more than one person in the household may be identified as a household maintainer. In the case of a household where two or more people are listed as household maintainers, the first person listed is chosen as the primary household maintainer;

“household size” refers to the number of persons in a private household;

“household type” refers to the differentiation of households on the basis of whether they are census family households or non-census-family households. Census family households are those that contain at least one census family;

“migrant” refers to a person who has moved from their place of residence, of which the origin is different than the destination community they reported in. Conversely, a non-migrant is a person who has moved within the same community;

“mobility status, one year” refers to the status of a person with regard to the place of residence on the reference day in relation to the place of residence on the same date one year earlier;

“primary rental market” means a market for rental housing units in apartment structures containing at least 3 rental housing units that were purpose-built as rental housing;

“Rental Market Survey” refers the collection of data samples from all urban areas with populations greater than 10,000 and targets only private apartments with at least three rental units. Among the information provided are median rental prices for units within the primary rental market;

“secondary rental market” means a market for rental housing units that were not purpose-built as rental housing;

“shelter cost” refers to the average or median monthly total of all shelter expenses paid by households that own or rent their dwelling. Shelter costs for owner households include, where applicable, mortgage payments, property taxes and condominium fees, along with the costs of electricity, heat, water and other municipal services. For renter households, shelter costs include, where applicable, the rent and the costs of electricity, heat, water and other municipal services;

“subsidized housing” refers to whether a renter household lives in a dwelling that is subsidized. Subsidized housing includes rent geared to income, social housing, public housing, government-assisted housing, non-profit housing, rent supplements and housing allowances;

“tenure” refers to whether the household owns or rents their private dwelling. The private dwelling may be situated on rented or leased land or be part of a condominium. A household is considered to own their dwelling if some member of the household owns the dwelling even if it is not fully paid for, for example if there is a mortgage or some other claim on it. A household is considered to rent their dwelling if no member of the household owns the dwelling;

“vacancy” means a unit that, at the time of the CMHC Rental Market Survey, it is physically unoccupied and available for immediate rental.

DATE: December 2, 2024

FILE NUMBER: 1855

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Canada Summer Jobs 2025

1.0 PURPOSE

To consider applying for funding for a summer student for the public works department in 2025.

2.0 RECOMMENDATION

THAT the Village of Kaslo apply to the 2025 Canada Summer Jobs program.

3.0 BACKGROUND

The Canada Summer Jobs (CSJ) is a program under the federal Youth Employment and Skills Strategy, which aims to help all young Canadians develop their skills and gain paid work experience to successfully transition into the labour market. The program provides wage subsidies to employers from not-for-profit organizations, the public sector, and private sector organizations with 50 or fewer full-time employees, to create quality summer work experiences for young people aged 15 to 30 years. The application deadline for the program is December 19, 2024 which is earlier than in prior years.

4.0 DISCUSSION

Eligible jobs must provide full-time (30-40 hours per week) work experience for 6-16 weeks, between April 21, 2025 – August 30, 2025. Typically, the successful candidate mows parks and boulevards and assists the Public Works crew as a labourer on projects. It is important to note that the youth hired can not displace or replace existing employees or volunteers. In 2024 the Village of Kaslo was awarded funding for two positions, but no suitable candidates were identified so funding was returned.

Applying for a single position to work up to 16 weeks (May 5 – August 30) for 35h/wk is recommended for 2025. Because summer students typically begin their job search in March/April it's not feasible to wait for a funding decision before advertising the position. In order to attract applicants, the position will be advertised and work will be guaranteed for a minimum of 8 weeks, regardless of funding outcomes. Additional weeks of employment will be offered if the grant application is successful.

5.0 OPTIONS

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

1. **Authorize the application.** *An application will be submitted and the Village will advertise for a summer worker. If funding is received, the position will be partially subsidized.*
2. Do not authorize the application. *No application will be submitted. Wages for any summer students hired will be funded fully by the Village.*
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The program funds 50% (\$8.70/hour) of the minimum hourly wage (\$17.40/hour) for a summer student. The current Collective Agreement between the Village of Kaslo and CUPE sets an hourly wage of \$21.22 for students, effective April 1, 2025. Local governments are not eligible for the reimbursement of Mandatory Employment Related Costs (MERCs) such as CPP, EI, vacation pay, etc.

1 student, \$21.22/h, 35h/wk	1 week	8 weeks	16 weeks
Summer student wages (no grant)	\$742.70	\$5,941.60	\$11,883.20
Summer Student wages (with CSJ grant)	\$438.20	\$3,505.60	\$7,011.20
Difference	\$304.50	\$2,436.00	\$4,872.00

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

The Collective Agreement between the Village of Kaslo and CUPE Local 339 sets out the employment terms for student workers. The rules for the Canada Summer Jobs program are set out in the [Applicant Guide](#) and [Articles of Agreement](#). For the Kootenay-Columbia region, the following local priorities have been identified:

- **Support for projects in a specific economic sector:** Accommodation and food services
- **Support for a specific type of project:** Projects supporting small businesses
- **Support for projects that offer programs and/or support to specific target groups:** Children and/or youth
- **Support for projects in a specific economic sector:** Agricultural, forestry, fishing and hunting
- **Support for a specific type of project:** Projects supporting local and regional tourism development

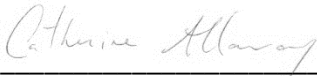
8.0 STRATEGIC PRIORITIES

None

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

December 5, 2024

Date

DATE: November 28, 2024

FILE NUMBER: 7320

TO: Mayor & Council

FROM: Jessie Lay, FireSmart Coordinator

SUBJECT: 2025 UBCM Community Resiliency Investment Funding

1.0 PURPOSE

To consider applying funding for FireSmart programming in the Village of Kaslo through the Union of BC Municipalities (UBCM) 2025 Community Resiliency Investment (CRI) program.

2.0 RECOMMENDATION

THAT Council approves applying to the UBCM Community Resiliency Investment 2025 FireSmart Community Funding and Supports Program for \$400,000 and up to \$200,000 for fuel modification projects, AND FURTHER,

THAT Council approve the Regional District of Central Kootenay (RDCK) to manage and deliver portions of the grant funding program on Kaslo's behalf including rebates, assessments, and neighbourhood programming.

3.0 BACKGROUND

The Village of Kaslo has been working with UBCM CRI funding since 2020 to enable FireSmart Programming including fuel modification prescriptions and treatments on municipal land, operation of a FireSmart Committee, updating the Community Wildfire Resiliency Plan (CWRP) and partnering with the Regional District of Central Kootenay (RDCK) to provide FireSmart home assessments, the FireSmart Neighbourhood Recognition Program and associated rebates.

Funding is required to deliver programming in 2025 and 2026, and a council resolution is required to authorize the application and confirm the intent to partner with the RDCK.

4.0 DISCUSSION

An application for 2025 CRI Funding will facilitate the following programming over the next two years:

- Village of Kaslo FireSmart Coordinator Position
- Continuation of FireSmart Committee
- Public education events and community engagement initiatives
- Wildfire Mitigation Assessments (formerly Home Partners Program Assessments)
- FireSmart Canada Neighbourhood Recognition Program
- FireSmart Plant Tagging Program
- FireSmart Library Program
- Identifying and actioning mitigations on critical infrastructure
- Fuel modification prescription and implementation within municipal boundaries and into the Wildland Urban Interface.

Partnering with the RDCK to deliver home assessments, neighbourhood programming and associated rebates is beneficial to the Village in efficiency of staff time and consistency of programming.

5.0 OPTIONS

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

1. **Apply for funding.** *Staff continue to deliver FireSmart Programming beyond Feb 15th, 2024.*
2. Refer to staff for further review and report. *Staff will revise the application based on council's feedback and bring to January Meeting.*

6.0 FINANCIAL CONSIDERATIONS

The table below outlines past CRI funding applications:

	2020	2021	2022	2023	2024	2025 + 2026
Worksheet 1	\$60,500	\$101,400	\$63,300	\$85,500	\$92,131.80	\$400,000
Worksheet 2	\$89,500	0	\$86,200	\$109,050	0	Up to \$200,00
Total	\$150,000	\$101,400	\$149,500	\$194,850	\$92,131.80	Up to \$600,00

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

The Village intends to enter into a municipal services agreement for the shared portions of the project. This will come back to Council for approval prior to the partnership coming into effect.

UBCM has produced the 2025 CRI program guide in which our application is in accordance. The Village of Kaslo is requesting allocation-based funding which allows for greater flexibility in the allocation of funding and therefore less administrative burden and increased capacity to adapt to evolving challenges and priorities.

UBCM, [Community Resiliency Investment Program 2025 FireSmart Community Funding and Supports Program and Application Guide](#). (2024).

8.0 STRATEGIC PRIORITIES

Partnerships

- Fire Preparedness - RDCK (FireSmart)

Parks & Natural Areas

- FireSmart, Community Resiliency Investment and other wildfire risk reduction programs.
- Support inter-agency FireSmart collaboration and emergency preparedness.

9.0 OTHER CONSIDERATIONS

Per 2025 program guidelines, FireSmart positions are eligible to spend 20% of job duties on activities related to emergency management. The Emergency and Disaster Management Act is new legislation. Utilizing CRI funding to build staff capacity in emergency management supports successfully engaging with this new legislation. The Village of Kaslo FireSmart Coordinator position will utilize this funding opportunity to increase staff capacity relating to emergency management. The Village participates in Regional District emergency programming, but having additional capacity increases our ability to collaborate and participate in RDCK programming, ultimately increasing the safety of the community.

RESPECTFULLY SUBMITTED



Jessie Lay, FireSmart Coordinator

ATTACHMENTS:

Proposed Budget for CRI 2025 – See worksheet 1 and 2.
Kaslo FireSmart Neighbourhood Champion Grant Addendum.

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

December 5, 2024

Date

DATE: December 3, 2024

FILE NUMBER: 0110-01

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Holiday Hours and Staff Gratuities

1.0 PURPOSE

To confirm arrangements for the 2024 holiday season.

2.0 RECOMMENDATION

THAT the Village Office close at noon on Friday, December 20, 2024, and reopen at 10:00 am on Thursday, January 2, 2025.

THAT Christmas gratuities in the amount of \$100.00, in Chamber Bucks if available, be provided to each Village staff member.

3.0 BACKGROUND

Each year the Village marks the holidays by closing the office and providing a gratuity to staff. A Council resolution is requested to confirm the continuation of these arrangements.

4.0 DISCUSSION

The Village Office typically closes at noon on the last workday before Christmas and remains closed through New Year's Day. This year the recommended closure is from noon on Friday, December 20, 2024, until 10:00 a.m. on Thursday, January 2, 2025. Public Works staff continues to work as required during this period to maintain essential services. Some administrative staff may work limited hours during the closure, to complete essential year-end tasks.

Past practice has been to provide gratuities of \$100 (in Chamber Bucks if available) to each member of staff as a holiday gift.

5.0 OPTIONS

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

1. **Continue past practice.** *City Hall will be closed from noon on Friday, December 20, 2024, until 10:00 a.m. on Thursday, January 2, 2025, and staff will receive the standard gift.*
2. Approve other arrangements as specified.
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

Staff will use earned vacation time or unpaid time off during the holiday break. The cost of providing the gratuities to all members of the Village staff is included in the budget.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

None

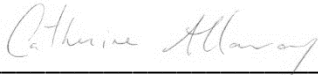
8.0 STRATEGIC PRIORITIES

None

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

December 5, 2024

Date

DATE: December 3, 2024

FILE NUMBER:

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Acting Mayor & Council Appointments

1.0 PURPOSE

To confirm the Acting Mayor and other appointments for January to December 2025.

2.0 RECOMMENDATION

THAT the Village of Kaslo's Acting Mayor for the period January 1, 2025, through December 31, 2025, be as follows:

Councillor Bird: Jan, Nov, Dec

Councillor Brown: Feb, Mar, Apr

Councillor Lang: May, Jun, Jul

Councillor Leathwood: Aug, Sept, Oct

3.0 BACKGROUND

Annually the Village of Kaslo establishes an Acting Mayor schedule for the year. Council may make changes to the appointments, by resolution, at any time.

4.0 DISCUSSION

In December 2024 Council must adopt a resolution regarding Acting Mayor appointments for 2025. Staff proposes following the established pattern of Acting Mayor appointments.

Individual Council members hold the appointments shown in the following table. No changes are proposed for 2025.

Regional District of Central Kootenay	Representative (Alternate)
Village of Kaslo Director	Mayor Hewat (Councillor Lang)
West Kootenay Boundary Regional Hospital Board	Mayor Hewat (Councillor Lang)
Kaslo & Area D Economic Development Commission	Mayor Hewat, Councillor Lang

Council Committees	
Accessibility Committee	Mayor Hewat, Councillor Leathwood
Art & Heritage Committee	Mayor Hewat, Councillor Leathwood
Asset Management Committee	Mayor Hewat, Councillor Lang
CAO Evaluation Committee	Mayor Hewat, Councillor Leathwood
Events Committee	Mayor Hewat, Councillor Leathwood
Health Advisory Committee	Mayor Hewat, Councillor Bird
Library Building Committee	Mayor Hewat, Councillor Bird
Liquid Waste Monitoring Committee	Mayor Hewat, Councillor Lang
Recreation Grants Committee	Mayor Hewat, Councillor Bird

External Appointments	
Central Kootenay Invasive Species Society Working Group	Mayor Hewat
Kaslo & District Arena Association Board	Councillor Leathwood
Kaslo & District Community Forest Society Board	Councillor Brown
Kaslo & District Public Library Board	Councillor Leathwood
Ktunaxa Kinbasket Treaty Advisory Committee	Councillor Brown (Mayor Hewat)

5.0 OPTIONS

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

1. **Confirm the existing appointments.**
2. Make alternate appointments.
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

None

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Council Procedures Bylaw No. 1279 requires that each December, Council adopts a schedule of Acting Mayors for the following year.

Only the RDCK Director or their alternate is eligible for appointment to the WKBRHD.

8.0 STRATEGIC PRIORITIES

None

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

None

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

December 5, 2024

Date

DATE: December 3, 2024

FILE NUMBER:

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: 2025 AKBLG Convention

1.0 PURPOSE

To authorize attendance at the 2025 Association of Kootenay Boundary Local Governments Convention, with expenses paid.

2.0 RECOMMENDATION

THAT CAO Baker, Mayor Hewat and Councillors Bird, Brown _____ be authorized to attend the Association of Kootenay Boundary Local Governments Convention in Kimberley from April 25-27, 2025, with expenses paid.

3.0 BACKGROUND

The annual AKBLG (Association of Kootenay Boundary Local Governments) convention is being held in Kimberley from April 25-27, 2025. A Council resolution is required to authorize expense reimbursement.

4.0 DISCUSSION

Attendance is encouraged. The annual AKBLG Convention is an important event on the local government calendar. Rotating between different host communities provides an opportunity for elected officials to engage in learning opportunities, network with their peers, and collaborate to raise regional concerns to the provincial level at the UBCM Convention. Confirming attendees early will allow staff to secure accommodation.

5.0 OPTIONS

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

1. **Authorize attendance. Registrations will proceed.**
2. Do not authorize attendance. *No registrations will occur.*
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

Registration details are not yet available. Staff will work to secure preferred rates for accommodation. Council members are eligible for reimbursement of transportation, accommodation and meal costs and can receive a Per Diem allowance of \$75/day, as per Remuneration & Expense Bylaw 1199 (as amended).

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

None

8.0 STRATEGIC PRIORITIES

None

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

December 5, 2024

Date

DATE: December 4, 2024

FILE NUMBER: 4320-50

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Kaslo Jamboree Hockey Tournament Beer Garden

1.0 PURPOSE

To consider an application from the Kaslo & District Arena Association for a Beer Garden Licence for the Kaslo Jamboree hockey tournament.

2.0 RECOMMENDATION

THAT a Beer Garden Licence be granted to the Kaslo & District Arena Association for the 2025 Kaslo Jamboree hockey tournament on December 20-22, 2024.

3.0 BACKGROUND

The Kaslo & District Arena Association (KDAA) wishes to hold a Beer Garden at the Kaslo Arena during the 2024 Kaslo Jamboree hockey tournament. A Council resolution is required to issue the licence.

4.0 DISCUSSION

7 Beer Garden Licences remain available for issue in 2024 (May Days, Jazz Fest and KBSA already received licences in 2024). The application from the KDAA meets the requirements set out in the Beer Garden Regulation Bylaw (No. 1052, 2007 as amended) and the Beer Garden Policy adopted in July 2024. Approval of the licence is recommended.

5.0 OPTIONS

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

1. **Approve the licence. A licence will be issued and the reporting form will be forwarded to the KDAA.**
2. Do not approve the licence. *The KDAA will be advised that they are not permitted to hold a Beer Garden in conjunction with their event.*
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

There are no fees associated with a Beer Garden Licence. The event is not being held in a park and there is no rental of municipal facilities, so a Special Event Permit is not required and Large Event Fees do not apply.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Village of Kaslo Beer Garden Regulation Bylaw No. 1052, 2007 was adopted in 2007 and amended by Beer Garden Regulation Amendment Bylaw No. 1305, 2024 earlier this year. Council also adopted a revised Beer Garden Policy (resolution #151/2024) earlier this year. In addition to complying with the bylaw and policy requirements, the host organization must obtain a Special Event Permit from the Liquor and Cannabis Regulation Branch.

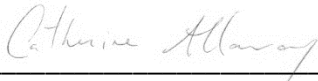
8.0 STRATEGIC PRIORITIES

None

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Beer Garden Licence Application Form – Kaslo Jamboree Hockey Tournament

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

December 5, 2024

Date



BEER GARDEN LICENCE APPLICATION FORM

We are collecting your personal information under section 26(c) of the Freedom of Information and Protection of Privacy Act for the purpose of processing your application for a Beer Garden Licence. If you have questions about our collection of your information, please contact the Privacy Officer at corporate@kaslo.ca or 250-353-2311 x105.

Applicant Information

Name of Applicant:

On behalf of:

Role of Applicant:

Mailing Address:

Phone:

Email:

Event Information

Name of event:

Date(s) and time(s)
of event:

Location of event:

Approximate number of people attending the event:

Use of Proceeds

Community Project or Charitable
Agency that will receive the net
proceeds from the event:

Name(s) of Controller(s):

Supporting Documentation

- Proof of Liability Insurance
- Site Plan



BEER GARDEN LICENCE APPLICATION FORM

The following regulations apply to all Beer Gardens within the Village of Kaslo.

1. Proceeds from the function should be for charitable or public purposes only. Any profit accrued shall not be used by the organization to improve its own well being.
2. All applicants must comply with the rules and regulations set forth by the Province of British Columbia and the Village of Kaslo. A Special Event Permit from the Liquor and Cannabis Regulation Branch is required in addition to the Beer Garden licence.
3. All Beer Gardens must be approved by the Kaslo Detachment RCMP prior to opening.
4. Adequate fencing (as determined by the RCMP) at least 5 feet high must separate the Beer Garden from other spaces.
5. 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 of the Beer Garden or passed over the fence.
6. The sponsoring organization will ensure that no minors are permitted entry to the Beer Garden. The identification of persons of questionable age must be checked and if proof of age is not provided entry must be denied.
7. The sponsoring organization will supply sufficient personnel to provide adequate security (as determined by the RCMP) for the event.
8. Beer and wine are to be served in disposable plastic or paper containers, or reusable metal cups.
9. Food must be available at all times.
10. Suitable washroom and/or any other related facilities requested by the Village must be provided. A letter or other evidence indicating that this requirement has been satisfied may be required.
11. A site plan of the designated Beer Garden area must be included with the application form.
12. Proof of adequate liability insurance, as determined by the Village, must be included with the application form.
13. If the event is cancelled for any reason, the licenced dates must be returned to the Village of Kaslo for redistribution.

I acknowledge that I have read and understood the regulations.



SIGNATURE

DATE

DATE: December 5, 2024

FILE NUMBER:

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Winter in the Forest 2025

1.0 PURPOSE

To seek Council direction regarding the 2023 Winter in the Forest event.

2.0 RECOMMENDATION

THAT the Village provide support in principle and in-kind assistance from the Public Works crew to prepare the site for the Winter in the Forest event planned for February 17, 2025.

3.0 BACKGROUND

Winter in the Forest is a popular community event that is held on the Family Day long weekend and celebrates outdoor winter activities. The event is normally held at the western end of the aerodrome, on municipal property, so Council permission is required. Public Works crew time is requested to move snow for the event, creating piles for slides and sculptures, as well as clearing parking and gathering spaces – a Council resolution is required to authorize the in-kind assistance.

4.0 DISCUSSION

Winter in the Forest is being hosted by the Kaslo & District Community Forest Society in 2025, in collaboration with other local community groups. The organizers are seeking permission from Council to hold the event on municipal property.

The organizers are also requesting in-kind assistance from the Public Works crew, to move snow using Village equipment. An estimated 30-40 hours of crew time are required to complete the site preparation.

5.0 OPTIONS

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

1. **Provide in-kind support and seek grant funding. *Event preparations will proceed.***
2. Do not support the event. *The event will not be able to proceed without municipal support.*
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The estimated cost of the in-kind contribution provided by the Village of Kaslo in recent years is summarized below.

Year	Crew Hours	Equipment Hours	Approximate Value
2024	34	24	\$4,235
2023	28	13	\$3,665

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Because the event does not take place in a designated park the provisions of the Kaslo Parks Regulation Bylaw No. 1162, 2014 (as amended) do not apply. Because this is an event that recurs annually, it is recommended that a policy be developed to establish the level of support provided by the Village and any requirements that will be imposed on the organizers.

8.0 STRATEGIC PRIORITIES

None

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- 2024.12.01 email from J. Lay, KDCFS Admin

Andrea Reimer

From: Jessie Lay <admin@kaslocommunityforest.org>
Sent: December 1, 2024 4:36 PM
To: Village of Kaslo
Subject: Re: Winter in the Forest Festival

I would like to correct the date of the event please! Family day is February 17th, 2025.

Thank you,

Jessie

On Sun, 1 Dec 2024 at 16:12, Jessie Lay <admin@kaslocommunityforest.org> wrote:

Thank you Andrea! Please see correspondence below addressed to the Mayor and Council regarding 2025 Winter in the Forest Festival. Could you please ensure this is added to the December 10th council meeting agenda? Thank you!

Dear Mayor Hewat, Kaslo Council and Village staff,

I am writing in regards to Winter in the Forest Festival, which is being organized by the Kaslo & District Community Forest Society and implemented in collaboration with numerous community groups. I would like to request that the Village of Kaslo consider our request to bring back the festival again in 2025. We envision a festival much the same as in years previous, to be held on Family Day (February 19, 2025) at the west end of the Village Aerodrome.

This festival is only possible with the blessing of Council and the in-kind contribution of Kaslo Public Works. We are also hoping that the grant opportunities we have had will also be available (CBT and BC Recreation and Parks) but have yet to confirm. Currently we have confirmed a generous sponsorship from the Kaslo Community Forest.

Winter in the Forest Festival is a much-loved event with a history of almost 20 years. It has also been a valuable fundraising vehicle for the Kaslo Housing Society and a good promotion for other volunteer organisations, ranging from the Kaslo Fire Department to the Kaslo and Area Youth Centre. We understand the insurance and permit requirements that will be necessary.

What we are hoping for this December is an agreement in principle to support the return of the Winter in the Forest Festival in 2025 for us to continue with our planning in consultation with Village staff.

Sincerely,

Jessie Lay

KDCFS Admin

On Wed, 27 Nov 2024 at 13:24, Village of Kaslo <admin@kaslo.ca> wrote:

[Redacted]

DATE: December 5, 2024

FILE NUMBER:

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Castlegar Sculpturewalk 2025

1.0 PURPOSE

To seek a decision from Council regarding the recommendation from the Art & Heritage Committee regarding a sculpture for Legacy Park.

2.0 RECOMMENDATION

THAT the Village of Kaslo lease the sculpture “All Strings Attached” by Kate Tupper from Castlegar Sculpturewalk for installation in Legacy Park in 2025.

3.0 BACKGROUND

Castlegar Sculpturewalk is an annual, rotating exhibition of sculpture by local and international artists. In addition to a walking tour in downtown Castlegar, there is a Regional Sculpture Tour which includes a stop in Kaslo. “White Sturgeon” by Kevin Kratz was on display in 2021, “Interaction” by Lynn Van Pelt was installed in 2022, “Reflect and Connect” by Bill Frymire was installed in 2023 and “Song to Mothers” by Zen Wang is currently in Legacy Park.

One of the roles of the Art & Heritage Committee is to make recommendations regarding public art to Council. The committee has met and recommends a new piece for Legacy Park in 2025. A Council resolution is required to approve the recommendation from the committee.

4.0 DISCUSSION

At the 2024.11.27 Art & Heritage Committee meeting, the available artworks in the Castlegar Sculpturewalk catalogue were reviewed. Consideration was given to installation and maintenance requirements, as well as cost and subject matter. The pieces were selected and ranked in order of preference, as shown on the attached report.

A plaque is placed next to the displayed artwork. The Village will announce the arrival of the new piece through a variety of channels. The artwork on display in Kaslo is listed on the Castlegar Sculpturewalk website.

5.0 OPTIONS

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

1. **Adopt the recommendation.** *Staff will arrange for installation of new art in 2024.*

2. Select an alternative art piece from the catalogue. *Staff will arrange for installation of the selected art piece.*
3. *Do not change the art in 2025. "Song to Mothers" will remain in place for another year.*
4. *Do not install art in Legacy Park. The plinth will remain empty.*
5. Refer back to staff [and committee] for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The funds in the Public Art Reserve Fund are available for design and capital costs but may not be used for rental fees. The proposed lease cost for 2024 is in line with the amount spent in prior years.

Artwork Lease Costs – Legacy Park					
Year	2025	2024	2023	2022	2021
Cost	\$2,125	\$1,475	\$2,215	\$1,600	\$2,380

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

The Village’s Public Art Policy and the Terms of Reference for the Art & Heritage Committee provide the framework for public art selection in the municipality.

8.0 STRATEGIC PRIORITIES

Continuing the public art program in Legacy Park was identified as a priority in the Village’s 2023-2026 Strategic Plan.

9.0 OTHER CONSIDERATIONS

The artwork on display in Kaslo is listed on the Castlegar Sculpturewalk website.

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- 2024.11.27 Art & Heritage Committee Report
- Public Art Policy

PREPARED BY: Art & Heritage Committee

DATE: November 27, 2024

SUBJECT: 2025 Sculpture Walk Selection

SUMMARY: The Art & Heritage Committee met on 2024.11.27 to consider the pieces in the 2025 Castlegar Sculpturewalk catalogue and recommend a selection for the rotating public art display in Legacy Park, to replace “Song For Mothers” by Zen Wang which was installed in the spring of 2024.

RECOMMENDATION:


THAT the Art & Heritage Committee recommends to Council that the Village of Kaslo lease the sculpture “All Strings Attached” by Kate Tupper from Castlegar Sculpturewalk for installation in Legacy Park in 2025.



DISCUSSION:

The following criteria were considered during the evaluation process:

- Cost
- Durability
- Dimensions
- Subject matter
- Artistic merit
- Connection to Kaslo

The members of the Art & Heritage Committee recommend the following selections to Council:

Preference	TITLE & Artist	Image & dimensions	Annual Lease Cost
1 st Choice	ALL STRINGS ATTACHED Kate Tupper (Nakusp, BC)	 <p style="text-align: center;">6' x 3' x 3'</p>	\$2,125

<p>2nd Choice</p>	<p>VAN GOGH'S CAT</p> <p>Peter Vogelaar (Winlaw, BC)</p>	 <p>3' x 13" x 13"</p>	<p>\$1,827</p>
<p>3rd Choice</p>	<p>POLKA DOT SOLDIERS</p> <p>Lisa Huth (Castlegar, BC)</p>	 <p>6' x 4' x 3'</p>	<p>\$1,742.50</p>

Village of Kaslo Public Art Policy

Statement of Intent:

This policy provides guidelines for Kaslo Village Council for the development, planning, acquisition, maintenance, and deaccessioning of public art within the Village of Kaslo's jurisdiction.

Scope:

The Public Art Policy applies to all of the Village of Kaslo's current and future buildings and public spaces within the Village jurisdiction. Village programs that are concerned with the built and natural environment are also included, as is recognition of the traditional territories of indigenous cultures.

The Village of Kaslo will seek to partner with the Regional District of Central Kootenay Area D and other government bodies, when appropriate, in order to successfully manage all public art projects, whether short-term or ongoing.

Context:

The Village of Kaslo recognizes that public art is as diverse as the landscape in which it is presented. It is inspired and informed by a multitude of environments – the cultural, physical, political, emotional and spiritual.

In this policy, PUBLIC ART refers to contemporary artwork occurring on public property owned by the Village of Kaslo. It can involve highly diverse works that integrate art, design and architecture into the public realm. It can be temporary or permanent. It can involve highly experienced public artists, young and emerging artists, and art produced by a community initiative.

Public art within the Village of Kaslo should enhance local character and sense of place, through a variety of mediums. Such works include but are not limited to:

- Sculpture, in any material or combination of materials, whether in the round, bas relief, high relief, mobile, fountain, kinetic or electronic
- Murals, mosaics, fibre works, glass works, photography, paintings, or other art forms in any material or combination of materials
- Tableaux, vignettes or creative displays of an artistic/informational nature which interpret the heritage significance of a building or site
- Aesthetic enhancements of Village infrastructure, such as railings, bridges, street furniture, buildings, equipment, streetlights, manhole covers and waste receptacles
- Performance or event-based works

Installations, whether temporary or long-term, should be durable and involve low maintenance costs to the Village.

Role of Village:

The Village of Kaslo will facilitate the growth of public art through a variety of means, beginning with the fundamental belief that artistic creations are a part of Kaslo's culture and need to be considered for inclusion in both the built and natural landscape whenever appropriate. These artworks may include:

1. Commission, i.e. purchasing an artwork;
2. Integrated art, i.e. planning from the inception of Council's capital works programs for the integration of art works into the project;
3. Public art in a community setting: ensuring community input via the kaslo Public Art Select Advisory Committee (KPASAC);
4. Public art that is stand-alone;
5. Public art that is curated, themed or part of an overall collection.

Appointment of a committee responsible for public art:

The Village of Kaslo Council will maintain a committee with a mandate that includes consideration of this Public Art Policy and providing advice and recommendations to Council ("the committee"). The committee will operate according to its terms of reference as set out by Council. The committee's membership will include community members who are knowledgeably engaged with public art in the context of Kaslo.

When the time comes for committee members to be replaced, the committee will assist Council by recommending appropriate new or returning committee members who fit the above criteria and ensure balanced representation on the committee.

The committee may also invite specialists to advise it on specific issues that arise.

Role of the committee responsible for public art:

The committee will provide advice and recommendations to Council on issues associated with public art in the Village of Kaslo, which will include:

- Promoting awareness and understanding of the benefits of public art;
- Encouraging appropriate sponsorship of public art projects;
- Supporting community initiatives in the creation and provision of public art within the Village;
- Developing criteria and processes for the selection of art for Council's approval, and refining these criteria and processes as the need arises;
- Assisting in the selection process of public art and making recommendations to Council in the commissions and/or competitions (open or by invitation) for public art;
- Working with staff to identify potential sites and projects for future public art installations;
- Ensuring that recommendations are compatible with the surrounding environment, the character of the Village of Kaslo and the Official Community Plan.

Funding:

Council has established a Public Art Reserve Fund for the purpose of designing and acquiring works of Public Art within the Village of Kaslo. Reserve funds may be used to cover Council approved costs for specific public art projects brought forward by the committee.

The Village will accept donations for the express purpose of funding Public Art, and those donated funds will be deposited in the reserve fund.

The committee may work with Council, via the CAO and other staff, to determine a variety of options for funding public art projects within the Village.

Jointly funded and managed public art projects:

The committee will identify opportunities with RDCK, the provincial and federal governments and other public and private funders as they arise.

Liability:

Liability insurance will be the responsibility of the artist/group until the artwork is completed and installed. Thereafter, the Village of Kaslo will be responsible for liability coverage if the artwork has become part of the permanent collection and is owned by the Village. Liability and insurance requirements will be set out in the terms and conditions of a signed agreement between the Village any artist, group or business, determined on a case by case basis.

Maintenance of works acquired by the Village of Kaslo:

The development of a maintenance plan is the responsibility of the artist and must be submitted with the proposal for review and consideration of the committee as part of the selection process. Key information such as maintenance specifications and budgets, engineers' specifications and contact information must be provided.

The Village of Kaslo will be responsible for the care and maintenance of the work it has acquired for the permanent collection.

Maintenance of temporary public art installations:

A work that is leased or loaned to the Village of Kaslo for a specified time period, a maintenance plan must be submitted by the artist for review by the committee. Maintenance of temporary artwork will be the shared responsibility of the Village of Kaslo and the artist.

Conflict of Interest Guidelines:

The Village of Kaslo's Confidentiality and Conflict of Interest Guidelines apply to all committee members. Committee members must remove themselves from judging or deciding on the outcome of a particular competition or selection process if it involves their own work or work done by close friends or members of their family. Committee members will be expected to honour this guideline and maintain transparency at all times when sitting on this committee.

Deaccessioning artwork:

De-accessioning will only occur after an assessment is undertaken by the committee and a report justifying the recommendation, including recommended method of disposal, is provided for Council's consideration and approved. Public art can be deaccessioned under any of the following conditions:

- The artwork is deteriorating or damaged and restoration is not feasible;
- The artwork of art is no longer appropriate for the Village's collection;
- The artwork of art is discovered to be stolen, fraudulent, or hazardous.

If the work of art is to be deaccessioned it may be sold and the income put back into the Village's Public Art Reserve Fund.

In the event of accidental loss, theft or vandalism, the Village of Kaslo retains the right to determine whether repair, replacement or deaccessioning is appropriate.

A final note:

The Village of Kaslo, via the committee, will consider all other relevant Village policies and by-laws in terms of art and culture related endeavors prior to embarking on any new project.

Last revised: January 8, 2020

Approved by Council resolution #01-2020 on January 14, 2020.