



## REGULAR MEETING OF COUNCIL AGENDA

DATE: 2023.04.11

LOCATION: Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

1. **Call to Order**
2. **Adoption of the Agenda**
  - 2.1 Adoption of the Agenda for the 2023.04.11 Council Meeting
3. **Adoption of the Minutes**
  - 3.1 Adoption of the Minutes of the 2023.03.14 Council Meeting
4. **Delegations**
  - 4.1 **Green for Life**
5. **Information Items**
  - 5.1 **Council Reports**
    - 5.1.1 **Mayor's Report**
    - 5.1.2 **Councillor Reports**
  - 5.2 **Committee Minutes**
    - 5.2.1 **2023.03.13 Recreation Grant Committee Minutes DRAFT**
  - 5.3 **Staff Reports**
    - 5.3.1 **CAO Report**
  - 5.4 **Correspondence**
    - 5.4.1 **Reducing Community Cancer Risks from Radon 2023.03.24**
    - 5.4.2 **Ministry of Housing 2023.03.24**
    - 5.4.3 **Kaslo Housing Society 2023.04.03**
  - 5.5 **2023.04.11 Circulation Package**
6. **Question Period**
7. **Business**
  - 7.1 **Water Parcel Tax Amendment Bylaw**

*To consider giving first and second reading to a bylaw that updates the water parcel tax rate.*
  - 7.2 **Sewer Parcel Tax Amendment Bylaw**

*To consider giving first and second reading to a bylaw that updates the sewer parcel tax rate.*
  - 7.3 **~~DVP-2022-02-Edwards~~ \*MOVED TO 2023.04.25 AT THE REQUEST OF THE APPLICANT\***

*To consider a request to vary the provisions of the Land Use Planning bylaw.*

**7.4 Kaslo Baseball Association**

*To consider the Kaslo Baseball Association's requests related to the delivery of baseball programming for residents in 2023.*

**7.4.1 Opposition Letters**

**7.5 May Days**

**7.5.1 Chamber of Commerce Requests**

*To consider approving requests related to proposed 2023 May Days activities.*

**7.5.2 Logger Sports Liquor Licence**

*To consider approving a Beer Garden in conjunction with 2023 May Days activities.*

**7.6 North Kootenay Lake Arts and Heritage Council - Front Street Banners**

*To consider a proposal to hang decorative banners from Front Street light posts.*

**7.7 Kaslo Riding Club Lease Amendment**

*To consider amending the Kaslo Riding Club lease to allow an alternate use.*

**7.8 Business Sign Application – Crow's Key Bookkeeping & Tax**

*To consider authorizing the placement of a sandwich board sign for a Kemball Building Memorial tenant.*

**7.9 CBT Youth FireSmart Initiative – Project Management**

*To consider awarding the Project Management of the 2023 CBT Wildfire Risk Reduction Youth FireSmart Grant Committee.*

**7.10 Kemball Building Project – Engineering Assessments**

*To consider issuing purchase orders for engineering assessments of the Kemball Memorial Centre for the building renovation project.*

**8. Late Items**

**9. In Camera Meeting**

**10. Raised from In Camera Meeting**

**11. Adjournment**





## REGULAR MEETING OF COUNCIL MINUTES

DATE: 2023.03.28

LOCATION: Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

---

PRESENT:	Chair:	Mayor Hewat
	Councillors:	Bird, Brown, Lang
	Regrets:	Leathwood
	Staff:	CAO Dunlop, CO Allaway
	Public:	8

---

### 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 was called to order at 6:02 p.m.*

### 2. Adoption of the Agenda

2.1. Adoption of the Agenda for the 2023.03.28 Council Meeting

90/2023 Moved, seconded and CARRIED

***THAT the Agenda for the 2023.03.28 Regular Meeting of Council be adopted as amended with the addition of the following late items***

- ***Correspondence related to item 7.3***
- ***Correspondence related to item 7.6***

### 3. Adoption of the Minutes

3.1. Adoption of the Minutes of the 2023.03.21 Council Meeting

3.2. Adoption of the Minutes of the 2023.03.14 Special Meeting

91/2023 Moved, seconded and CARRIED

***THAT the Minutes for the 2023.03.21 and the 2023.03.14 Council Meetings be adopted as presented.***

### 4. Delegations

*Nil*

92/2023 Moved, seconded and CARRIED

***THAT Council dissolve into Committee of the Whole to receive information items and questions from the public at 6:03 p.m.***

### 5. Information Items

#### 5.1. Council Reports

5.1.1. Mayor's Report

Mayor Hewat provided a verbal report in addition to her written report.

5.1.2. Councillor Brown's Report

## 5.2. Committee Minutes

5.2.1. 2023.03.13 Health Advisory Committee DRAFT

## 5.3. Staff Reports

5.3.1. CAO Report

CAO Dunlop provided an update on municipal projects.

## 5.4. Correspondence

5.4.1. BC Farmers Markets 2023.03.14

5.4.2. Kaslo FireSmart Committee 2023.03.08

5.4.3. FireSmart Open House

5.4.4. CBT in Kaslo April 13<sup>th</sup>

## 5.5. 2023.03.28 Circulation Package

## 6. Question Period

*Several members of the public spoke against the Edwards DVP application (item 7.3).*

93/2023

Moved, seconded and CARRIED

***THAT Council rise from Committee of the Whole at 6:21 p.m.***

## 7. Business

### 7.1. Utilities and Technology Committee Repeal Bylaw No. 1286, 2023

94/2023

Moved, seconded and CARRIED

***THAT Village of Kaslo Utilities and Technology Committee Repealing Bylaw No. 1286, 2023, be adopted.***

### 7.2. DVP 2023-01 Lahiji – 344 River Lane

95/2023

Moved, seconded and CARRIED

***THAT Development Variance Permit 2023-01 be approved to permit:***

***1. A decrease in the standard dike setback requirement under Section 6.e. of the Floodplain Management Bylaw from 7.5 metres to 4.5 metres for a single-family dwelling.***

***2. To reduce the requirement for a road right-of-way dedication under section 6.2.b.i. of the Subdivision Servicing Bylaw from 9.15 metres (from the road centre line) to widening the existing right-of-way by 2 metres for the retained lot and 0 metres for the severed lot; and,***

***THAT the Stream Protection Development Permit related to Subdivision Application PRJ 2022-01 be approved.***

### 7.3. DVP 2023-02 Edwards – Lot Z, B Ave



**96/2023** Moved, seconded and CARRIED  
***THAT Development Variance Permit 2023-02 be referred to the 2023.04.11 Regular Meeting of Council.***

**7.4. DP 2022-02 Meulendyks/Doisy – Higashi Way**

**97/2023** Moved, seconded and CARRIED  
***THAT Stream Protection Development Permit DP 2022-06 related to Subdivision Application PRJ 2022-07 be approved.***

**7.5. CBT Symposium Travel Expenses**

**98/2023** Moved, seconded and CARRIED  
***THAT Mayor Hewat and CAO Dunlop be authorized to attend the CBT Symposium in Trail on June 9-10, 2023, with expenses paid.***

**7.6. Kaslo Baseball Association Requests**

**99/2023** Moved, seconded and CARRIED  
***THAT the requests of the Kaslo Baseball Association be referred to the 2023.04.11 Council Meeting.***

**7.7. 2023 Spring Recreation Grants**

**100/2023** Moved, seconded and CARRIED  
***THAT the 2023 Spring Recreation Grants be awarded as follows:***

- ***Kaslo Baseball Association - \$500.00***
- ***iDIDaRide - \$500.00***
- ***Kaslo Riding Club - \$500.00***
- ***Kaslo Disc Golf - \$500.00***
- ***Kaslo & District Public Library Association - \$500.00***
- ***Kaslo Outdoor Recreation and Trails Society - \$500.00***
- ***Kaslo Racquet Club - \$500.00***
- ***Kootenay Lake Independent School Society - \$500.00***
- ***JVH Outdoor Ed - \$250.00***
- ***Kaslo & Area Youth Council - \$250.00***
- ***Kaslo Logger Sports - \$250.00***

**7.8. Parcel Tax Roll Review Panel**

**101/2023** Moved, seconded and CARRIED



**THAT the following Council members be appointed to the 2023 Parcel Tax Roll Review Panel, to be held in Council Chambers on Tuesday, April 11th at 5:30 p.m.: Mayor Hewat, Councillor Bird, Councillor Lang, and Councillor Brown as alternate.**

**7.9. Zero-turn Mower**

**102/2023** Moved, seconded and CARRIED  
**THAT Council authorizes procurement of a zero-turn lawnmower for the Public Works department and the expenditure of up to \$16,000 be included in the 2023 budget.**

**8. Late Items**

*Nil*

**9. In Camera Meeting**

**103/2023** Moved, seconded and CARRIED  
**THAT Council now recess and reconvene in-camera with the public excluded under Sections 90(1) (c), (g) and (k) of the Community Charter.**

The open meeting recessed at 6:34 p.m.  
The open meeting reconvened at 7:49 p.m.

**10. Raised from In Camera Meeting**

*Nil*

**11. Adjournment**

The meeting was adjourned at 7:50 p.m.

CERTIFIED CORRECT:

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

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





## Mayors Report to Council

### Regular Council Meeting

Tuesday, April 11, 2023

The following is a summary of the meetings/activities that I have participated in since my last written report as well as a list of upcoming meetings. If you have any questions, please don't hesitate to ask.

#### March 29<sup>th</sup>

##### RDCK All Recreation Committee

Director Popoff was elected as Chair for 2023.

Reports received: Committee Terms of Reference, Programming update, RDCK Training Plan, Aquatics update, Recreation Asset Management, PerfectMind Inc Extension.

The minutes of this meeting will be received at the April Board meeting.

##### ReDi Grants Local Selection Committee meeting

#### April 3<sup>rd</sup>

##### Kaslo & Area D Economic Development Commission

Kaslo and Area Chamber President Karma Halleran attended the meeting to discuss possible collaboration with the Commission in the future.

Eric Burton, Factor 5 updated the commission regarding the CERIP grant funded project including a brief report on the community kitchen portion of the project.

There was discussion regarding the commission's online presence and the RDCK Climate Actions report was received.

Commission members discussed possible grant opportunities.

#### April 4<sup>th</sup>

##### Seniors monthly meeting and lunch

##### SS Moyie 125 Meeting

The committee reviewed the events held since our last meeting and upcoming events and the possibility of coordinating with other organizations.

The minutes of the January 3<sup>rd</sup> and January 31<sup>st</sup> meetings are part of the agenda package for the meeting.

#### April 5<sup>th</sup>

##### Meeting with EDC Chair Matthew Brown

We met to discuss economic development for Kaslo and Area D.

##### Meeting with Patrick Cheknita, CBT Community Liaison.

##### CBT ReDi Grants Community

Patrick Cheknita attended the meeting to let people know about the upcoming Public Engagement session that is scheduled for next week.





## Mayors Report to Council

There were 54 members of the public in attendance.

### April 6<sup>th</sup>

#### Kaslo & District Public Library AGM

Anne Heard and John Whitehead attended their last meeting of the board as they have served the maximum 8-year term as Directors.

Chair Anne Heard welcomed everyone and provided her report for the year.

Library Director Eva Kelemen presented the Financial Statements as well as giving an update on the New Library Project.

She also told the group about the new provincial funds that were received.

The centennial project that Eva had been working on was unveiled. Visit the Library to see it just inside the front doors.

2 new Directors were elected to the Board.

### **Upcoming Meetings**

April 11<sup>th</sup> Regular Meeting of Council

April 12<sup>th</sup> Fire Smart Open House

April 13<sup>th</sup> RDCK Strategic Planning

CBT Engagement meeting

April 14<sup>th</sup> RDCK Strategic Planning

April 15<sup>th</sup> Kaslo and Area Chamber of Commerce Strategic Planning

April 18<sup>th</sup> RDCK Community Sustainable Living Advisory Committee

Special Council Meeting

April 19<sup>th</sup> RDCK Joint Resource Recovery Committee

April 20<sup>th</sup> RDCK Board Meeting

April 21<sup>st</sup> to 23<sup>rd</sup>

Association of Kootenay Boundary Local Government Conference

April 24<sup>th</sup> Imagine Kootenay

April 25<sup>th</sup> Regular Meeting of Council

April 26<sup>th</sup> Library Fundraising Committee meeting

April 27<sup>th</sup> Emergency Preparedness Committee meeting

Respectfully submitted,  
Mayor Suzan Hewat







## RECREATION GRANT COMMITTEE MINUTES

DATE: 2023.03.23

LOCATION: Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

---

PRESENT:	Chair:	Mayor Hewat
	Councillors:	Erika Bird, Ken Butt, Lynn Goldsborough
	Regrets:	Joy Lukacs
	Staff:	CO Allaway, Admin Stroshein
	Public:	0

---

### 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 was called to order at 7:00 p.m.*

### 2. Election of Chair

#### 2.1. Nominations

*Councillor Bird nominated Mayor Hewat.*

#### 2.2. Election

*The election was declared by acclamation.*

#### 2.3. Declaration

*The Corporate Officer confirmed Mayor Hewat as Chair of the Recreation Grant Committee for 2023.*

*Mayor Hewat assumed the role of Chair at 7:04 p.m.*

### 3. Adoption of the Agenda

#### 3.1. Adoption of the Agenda for the 2023.03.23 Recreation Grant Committee Meeting

Moved, seconded and CARRIED

***THAT the Agenda for the 2023.03.23 Recreation Grant Committee Meeting be adopted as presented.***

### 4. Adoption of the Minutes

#### 4.1. Adoption of the Minutes of the 2022.10.04 Recreation Grant Committee Meeting

Moved, seconded and CARRIED

***THAT the Minutes for the 2022.10.04 Recreation Grant Committee Meeting be adopted as presented.***

## 5. Information Items

- 5.1. Committee Terms of Reference
- 5.2. Recreation Grant Policy

## 6. Question Period

*Nil*

## 7. Business

### 7.1. 2023 Spring Recreation Grants Committee

Moved, seconded and CARRIED

***THAT the Recreation Grant Committee recommends to Council that the 2023 Spring Recreation Grants be awarded as follows:***

- Kaslo Baseball Association - \$500.00
- iDIDaRide - \$500.00
- Kaslo Riding Club - \$500.00
- Kaslo Disc Golf - \$500.00
- Kaslo & District Public Library Association- \$500.00
- Kaslo Outdoor Recreation and Trails Society - \$500.00
- Kaslo Racquet Club - \$500.00

Moved, seconded and CARRIED

***THAT the Recreation Grant Committee recommends to Council that the 2023 Spring Recreation Grants be awarded as follows:***

- Kootenay Lake Independent School Society - \$500.00
- JVH Outdoor Ed - \$250.00
- Kaslo Logger Sports - \$250.00
- Kaslo & Area Youth Council - \$250.00

### 7.2. **2023 Fall Recreation Grant Intake**

*Staff is working to revise the application form prior to the 2023 Fall Recreation Grant intake. Committee members are encouraged to provide comments and suggestions to staff as soon as possible. The tentative fall 2023 schedule has an application deadline of Friday, October 13<sup>th</sup>, a Committee meeting on Thursday, October 19<sup>th</sup>, to review applications and make recommendations which will be considered by Council at the October 24<sup>th</sup> Regular Meeting.*

## 8. Late Items

*NIL*

## 9. Next Meeting



*The next meeting is scheduled for 7:00 p.m. on Thursday, October 19, 2023.*

**10. Adjournment**

The meeting was adjourned at 8:02 p.m.

CERTIFIED CORRECT:

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

\_\_\_\_\_  
Chair Hewat

**Recommendations to Council**

***THAT the Recreation Grant Committee recommends to Council that Spring Recreation Grants be awarded as follows:***

- Kaslo Baseball Association - \$500.00
- iDIDaRide - \$500.00
- Kaslo Riding Club - \$500.00
- Kaslo Disc Golf - \$500.00
- Kaslo & District Public Library Association- \$500.00
- Kaslo Outdoor Recreation and Trails Society - \$500.00
- Kaslo Racquet Club - \$500.00
- JVH Outdoor Ed - \$500.00
- Kaslo Logger Sports - \$500.00
- Kaslo & Area Youth Council - \$500.00
- Kootenay Lake Independent School Society - \$500.00
- JVH Outdoor Ed - \$250.00
- Kaslo Logger Sports - \$250.00
- Kaslo & Area Youth Council - \$250.00





# Village of Kaslo

## Regular Meeting of Council

### Chief Administrative Officer's REPORT

---

REPORT TO: Mayor & Council  
FROM: Chief Administrative Officer  
DATE: April 11, 2023

SUBJECT: CAO Report for April 11, 2023, Regular Meeting of Council

---

Good evening, Mayor Hewat and Members of Council,

This report provides an update on current Village projects and initiatives that staff are working on or involved with since the last Council meeting. I am happy to answer any questions you have, or to follow up with further information on any of these matters.

#### **CAO Activities**

- CRI, WRR and FireSmart Project
  - FireSmart Open House will be at the Legion at 6:30pm on April 12<sup>th</sup>
- Arena Project
  - New fire alarm system passed testing and inspection.
  - Old alarm system being removed.
  - Arena board members offered orientation of the new system and added to call list for trouble alerts.
- Kaslo River Dike & Bank Project
  - The MSE Wall at section 1, beside Higashi Way, is complete.
  - The riprap at section 2, southwest of Unity Bridge, is complete. Cuttings were planted at the top of the riprap as part of environmental remediation of the riparian area. Phase 1 substantially complete.
  - The riprap at section 3, northeast of Unity Bridge, is also complete. Design adjustments and field fitting enabled many of the trees to be retained.
- Kemball Building Renovations
  - Starting engineering reviews for mechanical, electrical and climate systems.
- Planning & Development
  - 1 new building permit applications received for a deck.
  - Heritage Development Permit application for outdoor patio on Front Street for Eric's Meat Market meets the design criteria and will be issued. Report will be copied to Council at the next meeting.
- Finance
  - 2023 budget and 5-year financial plan was presented at a special meeting last week. Another special meeting is called for April 18<sup>th</sup>.
  - Awaiting draft 2022 financial statements from Auditor.
- Other activities:
  - Contract renewal negotiation for waste and recycling.

- Asset Management field work continues. Consultant is processing our data into standardized formats, which we will be able to edit. Coordinator is working on/in utility buildings this week.
- Site visits for Kaslo River project
- Planning for electric vehicle charger by the campground public washroom building, grant funded.
- Fire inspections of businesses were completed by RDCK Deputy Fire Chief through an agreement with the Village.
- A Avenue watermain completion is started.
- Collective agreement negotiations with CUPE
- Met with Kaslo Slow-Pitch, Chamber of Commerce
- Meeting with Campground Operator next week to discuss seasonal preparations

### **CAO Schedule**

April 11 Regular Council Meeting  
 April 12 FireSmart Open House, Legion  
 April 13 CBT Community Open House, Legion  
 April 14 CUPE Negotiations  
 April 17 Liquid Waste Monitoring Committee  
 April 17 Asset Management Committee  
 April 18 Budget Special Meeting  
 April 20-23 AKBLG, Cranbrook  
 April 25 Asset Management Data Review  
 April 25 Regular Council Meeting, including Auditor Presentation (in-camera)  
 April 27 Vacation  
 May 17-19 CO Allaway attending LGMA Chapter Conference, Kimberley  
 June 8-9 CBT Symposia, Trail











**From:** CARST Radon <[carst.radon23@gmail.com](mailto:carst.radon23@gmail.com)>  
**Sent:** Friday, March 24, 2023 12:51 AM  
**To:** Mayor Hewat  
**Subject:** Reducing Community Cancer Risks from Radon

Dear Mayor Hewat and Council,

We are a group of Community and Health Service students from Simon Fraser University (SFU) working on a multi-week service-learning project with a community-based partner. We have partnered with the Canadian Association of Radon Scientists and Technologists ([CARST](#)) for this project. Our objective is to gather insights regarding the perspectives of different municipalities in British Columbia on radon and we are doing this through conducting a survey. The survey aims to evaluate the level of awareness and action taken towards this issue by municipalities throughout BC. The results will be shared.

In 2022, Health Canada's National Radon Program developed the Radon Action Guides ([RAGS](#)), which were designed to help provinces, territories, and municipalities across Canada develop programs and policies to address radon. As an organization committed to promoting public health and safety, CARST believes that gathering information directly from municipalities on this issue will help provide a base understanding of where municipalities are at in terms of radon awareness and action as stakeholders work to distribute these new resources.

British Columbia Centres for Disease Control offers a public map illustrating radon levels by various jurisdiction, including municipality. To find out about radon in your municipality, you can explore the [BC Radon Map](#) to learn more.

We are inviting your municipality to participate in this **36-question** survey, which will consist of three parts: (1) general radon awareness (2) what radon policies or actions your municipality has implemented and (3) how CARST can best support your municipality in taking further radon action. The survey will take approximately 10 to 15 minutes to complete.

The information you provide through this survey will be combined with information from other municipalities to help us to gain a better understanding of the current state of radon awareness and policies in municipalities and help us to identify areas where we can provide support and assistance to municipalities in addressing radon.

To access the survey, please click here: [link to survey](#)

If you have any questions, please don't hesitate to contact us at [carst.radon23@gmail.com](mailto:carst.radon23@gmail.com), or Pam Warkentin, CARST's Executive Director, at [p\\_warkentin@carst.ca](mailto:p_warkentin@carst.ca).

Thank you for your time and consideration. We look forward to hearing from you soon.

***Link to Survey:***

[https://docs.google.com/forms/d/e/1FAIpQLSd0deM4sjwg7C-l-uU-tGySonFmbxsdlh7kyN4v38DuKRJQDA/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSd0deM4sjwg7C-l-uU-tGySonFmbxsdlh7kyN4v38DuKRJQDA/viewform?usp=sf_link)

*Link to Canadian Association of Radon Scientists and Technologists:*  
<https://carst.ca/>

*Link to Radon Action Guide for municipalities:* <https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/radon/action-guides/municipalities.html>

*Link to BC Radon Map:*  
<https://bccdc.shinyapps.io/bcradonmap/>

Sincerely,  
*Clèmence, Cyris, Gurveen, Harneet, and Rica - SFU Students working with CARST*

March 24, 2023

Dear Mayor and Chief Administrative Officer,

In a spirit of continued partnership with the provincial government to address the issue of housing, which is pressing in so many of our member communities both rural and urban, we are writing to convey a voluntary request on behalf of the Ministry of Housing. The Ministry is seeking your assistance with respect to documenting potential municipal land for housing as the Province rolls out and implements its refreshed housing strategy in the coming months and years.

The provincial government is currently undertaking an inventory of provincial lands that could potentially be used for the creation of affordable housing of all sorts: co-ops, non-profits, affordable home ownership and other opportunities to get more people into housing they can afford.

At the same time, the Ministry of Housing would like to invite willing local governments to provide a list of municipally owned land that could potentially be used for housing. This can include bare land. And they are also encouraging local governments to think ahead for the next five to ten years: in addition to potential bare land, is there a community centre, library, firehall or other municipal infrastructure that you plan to build or rebuild where, through partnership, housing could be part of the development or redevelopment?

Providing a list to the Ministry creates no obligation on behalf of the Province or the local government to take any further action. The purpose at this point is to get a sense of public land available for housing and understand which municipalities might be interested down the road in partnerships to create more housing in their communities. All information shared with the Province will be kept confidential.

To make it simple, the Ministry is providing an example (see Appendix A) of the kind of information they are seeking. All that is being requested at this point, as per the Appendix, is a simple description of the lot or lots and any maps or information easily available to share.

**Please submit any information you wish to share in confidence with the Ministry by July 31<sup>st</sup> 2023 by email to [housing.policy@gov.bc.ca](mailto:housing.policy@gov.bc.ca)**

In Minister Kahlon's words, "The Province and local governments have been working together to address the housing crisis and together we've had success. In 2017, our government committed \$7 billion to get housing built for people and today we see new affordable housing opening in communities across the province. Yet still with a strong economy and high quality of life, our province, and your communities, continue to grow. That's why in budget 2023 our government is

committing another \$4.2 billion to continue to work with you to build housing that working people, families and seniors can afford, so they can make a good life and have a good home in your cities and towns.”

Sincerely,

A handwritten signature in black ink that reads "JCFord". The letters are cursive and connected.

Jen Ford  
UBCM President

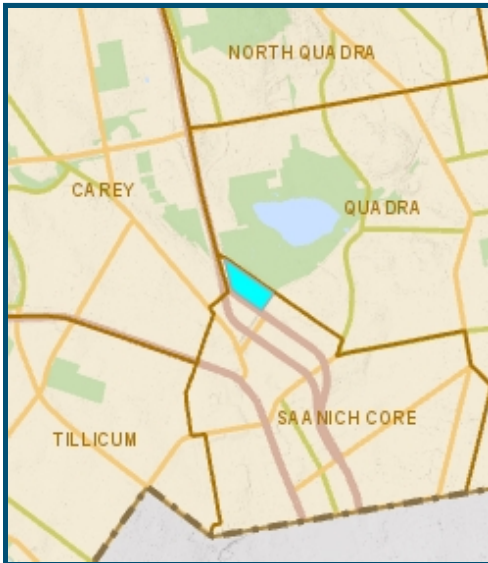
# APPENDIX A

770 Vernon Avenue (C-4 Office and Apartment Zoned) 366,775 sq ft. This property houses the District of Saanich Municipal Hall, Fire Station and Police Station, which would all need to be incorporated into a redeveloped building on the site (unless suitable alternate location(s) are found).



# District of Saanich Property Information Report

Report generated 3/14/2023 2:01:10 PM



Property location within District of Saanich



Property Map

770 VERNON AVE

## Property Information

**Folio:** 65-2046-999

**PID:** 004-317-211

**Status:** ACTIVE

**Property Number:** 114568

**LTO Number:** EM6832

**Legal:** LOT A SECTION 33 VICTORIA DISTRICT PLAN 14934 EXCEPT PLAN 33545 AND PT IN 803RW.

## Land Attributes

<b>Exemption/ Taxation Code:</b>	SAANICH OWNED PROPERTY
<b>School District:</b>	SCHOOL DISTRICT 61
<b>BCAA Lot Size:</b>	366775 SQUARE FEET
<b>BCAA Manual Class:</b>	WAREHOUSE - STORAGE
<b>BCAA Neighbourhood Code:</b>	SWAN LAKE/CREASE-CADILLAC
<b>Development Cost Charge Area:</b>	----
<b>Municipal Parks DCC Area:</b>	----
<b>Year Built:</b>	1962
<b>Zoning:</b>	C-4 OFFICE AND APARTMENT
<b>Local Area:</b>	SAANICH CORE
<b>Development Permit Area:</b>	SAANICH CORE

## Property Tax Levies and Assessments Summary

Notice Date	Total Levy	Class	Gross Land	Gross Improvement	Gross Assessment	Net Assessment
May 11, 2022	0.00	6-Bus/Other	41,627,000	175,000	41,802,000	0
May 11, 2021	0.00	6-Bus/Other	36,423,000	179,000	36,602,000	0

## Property Activity

<b>Building Permits: (any)</b>	YES
<b>Engineering Permits: (any)</b>	YES
<b>Active Tree Permits:</b>	NO
<b>Active Development Applications:</b>	NO
<b>Active Business License:</b>	NO
<b>Active Bylaw Calls:</b>	NO
<b>Covenants on File With Saanich:</b>	NO

It is the responsibility of the client to confirm through a title search at the Land Title Office whether there are covenants or other charges on title. A YES or NO in this field only indicates that the District of Saanich does or does not have a copy of a covenant on file.

If you require additional information, call 250-475-5457 (Inspection Enquiries).

## Local Service / Business Improvement Areas

There is no additional information.

## Additional Comments

Category	Date	Details
PLANNING	Dec 19, 2011	STREAMSIDE DP AREA
PLANNING	Jul 29, 2003	DEVELOPMENT PERMIT NUMBER DPR2003-00001 proposed construction of a single storey addition for vehicle maintenance bays, with basement, at the north end of the existing municipal fire hall.
PLANNING	Jul 29, 2003	VARIANCE PERMIT DVP97-00007; DVP93-00008 DVP99-00007
PLANNING	Mar 29, 2007	CONTROLLED ACCESS CLASSIFICATION CONTACT MINISTRY OF TRANSPORTATION REGARDING ACCESS TO OR FROM MINISTRY CONTROLLED ROADS
PLANNING	Sep 02, 2008	CONTROLLED ACCESS CLASSIFICATION CONTACT MINISTRY OF TRANSPORTATION REGARDING ACCESS TO OR FROM MINISTRY CONTROLLED ROADS
PLANNING	Sep 02, 2008	DEVELOPMENT PERMIT NUMBER DPR2003-00001 - PROPOSED CONSTRUCTION OF A SINGLE STOREY ADDITION FOR VEHICLE MAINTENANCE BAYS, WITH BASEMENT, AT THE NORTH END OF THE EXISTING MUNICIPAL FIRE HALL
PLANNING	Sep 02, 2008	VARIANCE PERMIT DVP97-00007 DVP93-00008 DVP99-00007

The information on this report is provided in good faith for the interest and convenience of the general public. The District of Saanich makes no representations as to, and does not warrant, the accuracy or completeness of any electronic data; you should confirm all information before making any decisions based on it. The District of Saanich disclaims all responsibility for accuracy and completeness, or errors and omissions of the information contained herein.



**Kaslo Housing Society**  
*Committed to Accessible & Affordable  
Housing Options for Kaslo & Area D*

Kaslo Housing Society PO Box 925 Kaslo, BC V0G 1M0

April 3, 2023

Mayor and Council  
Village of Kaslo, PO Box 576, Kaslo, BC V0G 1M0

**RE: Affordable and Attainable Housing Strategy**

Dear Mayor and Village Councillors,

I am writing on behalf of the board of the Kaslo Housing Society. With our building on A Avenue nearing completion, our committees are very busy with finalizing tenant policies, managing the tenant application process, hiring a building manager, and keeping abreast of all the details in this, the final construction phase. We are also making plans for a grand opening ceremony (date and details to come), so this is a very exciting time for us.

The board is in agreement that our project on A Avenue will not be our last. As such, we are embarking on a renewal of the Kaslo Housing Society's Strategic Plan, although serious work on a new plan won't be getting underway until summer. At this stage, we are sharing ideas and noting questions that need to be answered.

We are very encouraged to see that in both Kaslo's Corporate Strategic Plan and the Official Community Plan, addressing our local housing need is identified as a priority:

(From the 2022 Official Community Plan, Section 5.1.3 General Residential Policies)

"The Village will:

6. Develop an affordable and attainable housing strategy in cooperation with the Kaslo Housing Society, Community Services, and RDCK that considers and recognizes the diverse housing needs of current and future residents of the area."

(2021-2025 Corporate Strategic Plan)

Community-wide goals and Corporate Strategy

"...A community of attainable and affordable housing for all;..."

It's clear that our priorities and those of the Village's, as noted above, are in line. Can you give us a sense of when we and other interested parties can start working together to develop a housing strategy for Kaslo?

Sincerely,  
Kate O'Keefe  
Chair, Kaslo Housing Society  
info@kaslohousingociety.org



March 29, 2023

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

Dear Minister Dix:

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

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

During this time of food insecurity, rising costs and supply chain issues, being able to access fresh local food is more important than ever. Over 70 families and seniors were able to take advantage of this program in 2022, which represents almost 10% of the Kaslo community. This is a program that provides tangible benefits to vulnerable populations and directly impacts the lives of many local residents.

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

Sincerely,

Mayor Suzan Hewat

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

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





March 23, 2023

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

By Email: admin@kaslo.ca

Dear: Catherine Allaway

**Funding provided for: Kaslo Cemetery**

I am pleased to advise that the following Regional District Director requested funding support be made to your organization as a contribution towards your noted project.

The Board has authorized Community Development Grant funding of \$5,000.00, and payment will be made to your organization in the coming weeks.

Director	Supporting Area	Total Amount of Grant Funding Provided	Less Holdback (10% on support of over \$5,000)	Final Report Required
<b>Aimee Watson</b>	<b>D</b>	<b>\$5,000.00</b>		<b>Yes</b>

Grants of over \$5,000.00 are subject to a 10% holdback and organizations are required to sign and return a funding agreement prior to the release of funding.

A final report is required if noted above, and the holdback portion of funding shall be released once the applicant has submitted a completed financial report form, including copies of invoices to account for the full grant amount. A copy of the final report template is available on the RDCK website at <https://rdck.ca/EN/main/administration/grants.html>.

Sincerely,

Micah Nakonechny  
Grants Coordinator

Cc: Area Director



March 23, 2023

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

By Email: admin@kaslo.ca

Dear: Catherine Allaway

**Funding provided for: VOK Municipal**

I am pleased to advise that the following Regional District Director requested funding support be made to your organization as a contribution towards your noted project.

The Board has authorized Community Development Grant funding of \$5,000.00, and payment will be made to your organization in the coming weeks.

Director	Supporting Area	Total Amount of Grant Funding Provided	Less Holdback (10% on support of over \$5,000)	Final Report Required
<b>Suzan Hewat</b>	<b>Kaslo</b>	<b>\$5,000.00</b>		<b>Yes</b>

Grants of over \$5,000.00 are subject to a 10% holdback and organizations are required to sign and return a funding agreement prior to the release of funding.

A final report is required if noted above, and the holdback portion of funding shall be released once the applicant has submitted a completed financial report form, including copies of invoices to account for the full grant amount. A copy of the final report template is available on the RDCK website at <https://rdck.ca/EN/main/administration/grants.html>.

Sincerely,

Micah Nakonechny  
Grants Coordinator

Cc: Area Director



March 24, 2023

Kootenay Lake Historical Society  
413 Fourth Street, PO Box 576  
Kaslo, BC V0G 1M0

By Email: admin@kaslo.ca

Dear: Catherine Allaway

**Funding provided for: SS Moyie Repairs**

I am pleased to advise that the following Regional District Director requested funding support be made to your organization as a contribution towards your noted project.

The Board has authorized Community Development Grant funding of \$6,500.00, and payment will be made to your organization in the coming weeks.

Director	Supporting Area	Total Amount of Grant Funding Provided	Less Holdback (10% on support of over \$5,000)	Final Report Required
<b>Suzan Hewat</b>	<b>Kaslo</b>	<b>\$6,500.00</b>		<b>Yes</b>

Grants of over \$5,000.00 are subject to a 10% holdback and organizations are required to sign and return a funding agreement prior to the release of funding.

A final report is required if noted above, and the holdback portion of funding shall be released once the applicant has submitted a completed financial report form, including copies of invoices to account for the full grant amount. A copy of the final report template is available on the RDCK website at <https://rdck.ca/EN/main/administration/grants.html>.

Sincerely,

Micah Nakonechny  
Grants Coordinator

Cc: Area Director

## User Fees (effective March 1, 2023)

User fees subject to change without notice.

Municipal Solid Waste	Scale	No Scale
Mixed Waste - Per container (First 3 Containers)	\$3.75 ea	\$3.75 ea
Mixed Waste - Minimum charge for all weighed loads (More than 3 Containers)	Greater of \$13.75 OR >100kg loads at \$137.50/tonne	Greater of \$13.75 OR volume charge of \$33/m <sup>3</sup>
Mixed Waste - (Non Compacted)	\$137.50/tonne	\$33.00/m <sup>3</sup>
Construction, Demolition and Renovation Waste	\$220.00/tonne	\$55.00/m <sup>3</sup>
Organic Waste - Per Container (First 4 Containers)	\$2.25 ea	\$2.25 ea
Organic Waste	\$88.00/tonne	\$22.00/m <sup>3</sup>
Rejected Organic Waste	\$275.00/tonne	Not Accepted
Controlled Waste (see Bylaw Schedule 'C')		
Controlled Waste specified in Schedule C not otherwise specified in Schedule A-1	\$137.50/tonne	<sup>(2)</sup> \$33.00/m <sup>3</sup>
Noxious Weeds (not Source Separated)	\$137.50/tonne	\$33.00/m <sup>3</sup>
Rubble	\$48.50/tonne	\$72.50/m <sup>3</sup>
Uncontaminated Soil	\$19.75/tonne	\$29.75/m <sup>3</sup>
Furniture and Cabinetry	\$137.50/tonne	\$33.00/m <sup>3</sup>
Recyclable Materials		
Excluded ODS-Containing Products	\$16.50 ea	\$16.50 ea
ODS-Containing Products and Non-ODS Containing Products	No Charge	No Charge
Reusable Products	\$137.50/tonne	\$30.00/m <sup>3</sup>
Scrap Metal	\$44.00/tonne	\$22.00/m <sup>3</sup>
Wood Waste	\$71.50/tonne	\$28.50/m <sup>3</sup>
Yard & Garden Waste	<sup>(1)</sup> See the Bylaw for applicable user fees.	
Tires	<sup>(1)</sup> See the Bylaw for applicable user fees.	
<sup>(1)</sup> Refer to the Resource Recovery Facilities Regulatory Bylaw for a complete list of waste categories and applicable user fees. <sup>(2)</sup> Fee applies only to categories of Controlled Waste that are accepted at Transfer Stations. Refer to Schedule C for Controlled Waste acceptance at Transfer Stations. Special handling fees may apply.		

**User fees may be doubled for:** loads that contain more than 10% recyclable material; unsecured loads; containers larger than the allowable size (121 L); and loads of one category of waste which are contaminated with another.



# RDCK Board Highlights - March 2023

March 30, 2023

## **RDCK Adopts Five-Year Financial Plan**

The Board adopted its 2023 – 2027 Financial Plan Bylaw, an annual requirement which must be completed by end of March each year. This year's budget was focused on asset management, an increase in fire protection service costs, a return to pre-pandemic levels of activity, as well as a significant repair to the Castlegar & District Community Complex arena floor. Residents are encouraged to review the financial plan and reach out to staff or Directors with questions.

The RDCK hosted nine hybrid public meetings (in-person and online) and one online public meeting through February and March which allowed the public in our various sub regions to comment and provide feedback on the five year Financial Plan. See below for this year's budget presentations.

Kaslo & Area D

Nelson, Areas E & F

Castlegar, Areas I & J

Salmo & Area G

East Shore – Area A North

Creston, Areas A, B & C

Nakusp & Area K

New Denver, Silverton, Slocan & Area H

## **Charge Up Grant**

The RDCK was successful in its grant application for the Columbia Basin Trust Charge Up Grant. The funding provides \$142,500 to cover 75% of the cost for three initiatives; the supply and installation of a solar array system for the Creston & District Community Complex, purchase of an electric vehicle (EV) for the RDCK fleet, and the supply and installation of an EV charger for the RDCK Lakeside office in Nelson. The remaining balance of funding for these projects will be covered by the recreation facility, the general administration service and Local Government Climate Action Program grant funds.

## **Regional invasive species strategy**

The Board direct staff to enter into a contribution agreement with Central Kootenay Invasive Species Society (CKISS) for the development and coordination of the regional government invasive species working group. The program will cost \$15,000 and provides annual training and resources for operational staff (CKISS), develop region-wide educational materials and provide expertise and consultation. Invasive species are non-native plants and animals that become well established because they do not have any natural predators or controls. By taking action now, the goal of the program is to help mitigate economic, ecosystem and operational costs in the future. For more information go to <https://ckiss.ca/>.

## **Dog control bylaw for Electoral Areas A, B and C**

The Board authorize staff to prepare a service establishment bylaw for dog control of dangerous dogs within Electoral Areas A, B and C. The intent of the service would be to enable the RDCK to respond to dangerous dogs where there is a public safety issue. The RDCK does not intend to regulate barking or wandering dogs through this service. As part of the process a terms of reference will be developed to describe how this service will be delivered.

## **Riondel Community Centre roof modifications**

The Board awarded the contract for the Riondel Community Centre roof replacement to Heritage Roofing and Sheet Metal Ltd. The

project is estimated to start in early May with completion by June 30. The community centre is an important hub within Riondel and is used for a multitude of activities.

### **Mosquito control program**

The Board approved the RDCK enter into a five-year services agreement with Morrow Bio Science Ltd. to provide the mosquito control program service in a portion of Electoral Area D and the Pineridge community. Since 2001 the RDCK has coordinated a mosquito control program in this area with a focus on targeting floodwater mosquitoes. For more information on the program go to [www.rdck.ca/mcp](http://www.rdck.ca/mcp).

### **Director's Reports**

RDCK Directors provide monthly reports outlining what they have been working on. [Click here](#) to read the March reports in the Board minutes (agenda item 4.4, pg. 220).

[Click here](#) to view a print-friendly PDF version.

The content on this page was last updated March 30 2023 at 12:00 PM

---

# Kaslo & District Arena Association

## Board Meeting Minutes

Date: February 27, 2023

**Present:** Molly Leathwood (President), Marty Lynch (Vice Chair), Alicia Sergeant (Treasurer), Rick Wiltse, Connor Robertson, Jo Davie, Josh Noble (Directors)

1. **Call to order** – 7.02pm

2. **Adoption of the Agenda-Call for late items.**

*THAT the agenda for the 2023-02-27 KDAA Board Meeting be approved as presented*

New business – mezzanine speaker added

Motion - carried

3. **Adoption of the Minutes**

*THAT the minutes of the 2023-01-23 KDAA Board Meeting be approved as presented*

Motion - carried

4. **Unfinished Business**

1) Alarm update-do we change locks; how to manage the alarm system; ie who gets keys and codes. Board to look into best practice and procedure.

2) zero tolerance policy-should we replace sign. Board will order a new sign over the summer for display next season

3) status of netting. On back order until summer.

5. **Treasurer's Report**

Receive financials. Motion to adopt - carried

6. **Manager's Report-Damon-list of repairs to Olympia** Motion to adopt - carried

7. **New Business**

a) Upcoming schedule/ how is schedule working/Scholarship game/Mashup  
Discussed and finalized

b) plaque replacement-quote from Don Edwards coming



c) Pickle ball-Molly report. Board does not think the slab will be able to be used. Molly to communicate back with them as to how they would draw up a court. We don't think tape would work.

d) Scholarship Game-Connor. Schedule for March 17th

e) Credit card resolution. Motion to accept the credit card application at a limit of \$2000. Carried.

Motion to ratify the Credit Card Policy as presented. Carried

f) shower update-do we need a policy. Unable to offer shower service in the off-season. This to be communicated to Kaslo Community Services

g) Mezzanine speaker – Marty to look into this.

8. **Public Question Period – no questions**

9. **In Camera items-public signs off**

10. **Next Meeting** – March 27<sup>th</sup> at 6.30pm

11. **Adjourn** - 7.47pm





## KDCFS Regular Board Meeting Minutes – Mar 23 2023

---

*MISSION STATEMENT: The Kaslo and District Community Forest Society (KDCFS) will manage the diversity of values of the Community Forest in an ecologically responsible and fiscally accountable manner on behalf of the people of Kaslo and Area D.*

**Attendees:** Chris Webster (Vice Chair), Stephen Fawcett (Secretary), Stephen Neville, Greg Lay, Doug Drain, Matthew Brown (Directors), Jeff Reyden (Management Team), Alicia Sergeant (Bookkeeper)

**Absent with notice:** Jeff Mattes (Treasurer), Tom Duchastel (Director)

*Meeting called to order at 7.01pm in person and via Zoom*

### **A. Preliminaries:**

**Agenda** that the Board of Directors adopt the Kaslo & District Community Forest Regular Meeting Agenda of March 23<sup>rd</sup>, 2023

Moved to adopt: Greg Lay                      Carried

**Minutes** that the Board of Directors acknowledge the Kaslo and District Community Forest Regular Meeting Minutes of Feb 23<sup>rd</sup> 2023 were approved Feb 28<sup>th</sup> 2023.

### **Treasurer Report**

Small claims update – Timber Creek served documents. Have to follow up with the court and will let the accountant know. Could only claim for a max of \$35,000. Treasured Timber managed to get edger back and will pay that part of the debt off.

WITF – Update on what the KHS was able to bring in income wise. KDCFS discussion on if it would be more effective to hire a contractor as the WITF organizer since it is such a big job role.

Moved to adopt: Stephen Neville                      Carried

---

## **AGENDA ITEMS**

### **B. Manager's Report**

Q: How is the log market looking?

A: Pretty good right now. Approx. \$120 for fir, \$90 for hemlock. Pulp round \$80-100

Q: What's the status with the visual exemption for the Nashton block?

A: Management has to submit an exemption which includes a FSP amendment. The wood is dead form last year. The information will be put on FB and the website regarding this area so as to inform the community.

Moved to adopt: Stephen Neville                      Carried

**C. Items for Board Discussion**

1. AGM update – no elections or resolutions. Board has decided to move the April board meeting to straight after the AGM (20<sup>th</sup>)
2. Small claims update – covered earlier in the Treasurer's Report
3. ETSI-BC Grant update – KDCFS not able to apply on their own and there's not enough time to submit in the Spring intake. Could ask the RDCK and Director Watson if they could sponsor for the Fall intake later this year.

**D. Governance**

1. Review Policy; Communications Policy - Disposition of KDCFS information (pg 32-34). Tabled until May meeting

**E. Community Comments**

None

**F. In-Camera**

None

Meeting adjourned – 7.50pm

Next Board Meeting: April 20<sup>th</sup>, 2023 (after the AGM)

Let CBT know you want invasive species education & management to be included in their new Columbia Basin Management Plan!

[View this email in your browser](#)



# Help Protect the Kootenays

Let Columbia Basin Trust Know that  
invasive species education & management is  
important to protect ecosystems and  
economies!

**URGENT: Please reach out to CBT to show  
your support for CKISS!**

The financial support from the Columbia Basin Trust (CBT) has been integral to CKISS' work to keep ecosystems healthy and economies thriving through education and effective invasive species management in the Central Kootenay region.

you to show your support for CKISS! Please reach out to CBT and tell them why you support invasive species education & management.

Click on one of the buttons below to find out how to attend a Zoom meeting, fill out their online survey (available April 3), or attend an [open house or community meeting](#). For some incentive, CBT is offering one lucky person who attends a community meeting a chance to win a \$500 gift certificate to a Basin business of their choice!

We appreciate your support!

[Online Survey and Zoom Meetings](#)

[Community Meetings & Open House Calendar](#)

---

# CKISS 2022 EDUCATION HIGHLIGHTS



21

**YOUTH FIELD TRIPS**

54

**DIRECT LANDOWNER OUTREACH  
INTERACTIONS**

12

**CKISS OUTREACH BOOTH  
AT COMMUNITY EVENTS**

17

**WEBINARS & PRESENTATIONS**

11

**COMMUNITY WEED PULL &  
RESTORATION EVENTS**

15

**TRAINING WORKSHOPS**



The most effective way to manage invasive species is through prevention! CBT support provides core funding to CKISS' education and outreach program. An important element of preserving ecosystems and economies is raising people's awareness of the actions they can take to prevent the spread of invasive species.

CBT funds allowed us to purchase necessary educational resources that were distributed throughout our region to residents, local businesses, and visitor centers. CBT funding supported our communication strategy and allowed us to collaborate with other organizations to share ideas and coordinate consistent messaging on invasive species prevention and management throughout the Columbia Basin region. It is important that invasive species education & management is part of the new Columbia Basin Management Plan so we can continue to deliver the CKISS Education & Outreach program for years to come!



*Copyright © \*2020\* \*CKISS\*, All rights reserved.*

**Our mailing address is:**

Suite 19-622 Front St, Nelson BC, V1L 4B7  
1-844-352-1160  
info@ckiss.ca

[unsubscribe from this list](#) [update subscription preferences](#)

This email was sent to [admin@kaslo.ca](mailto:admin@kaslo.ca)

[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)

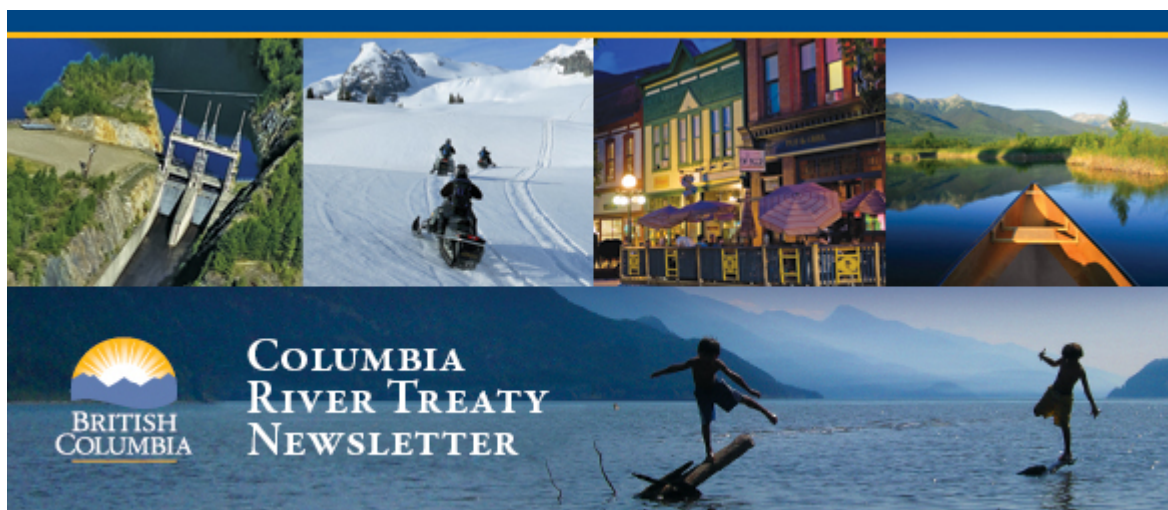
Central Kootenay Invasive Species Society · Suite 19, 622 Front Street · Nelson, British Columbia V1L 4B7 · Canada



- Home (/)
- Ministries
- Sectors (/sectors)
- Connect (/connect)
- Subscribe (/subscribe?newsletters=columbia-river-treaty)
- News Archive (<https://archive.news.gov.bc.ca/>)
- Live Webcast (/live)

## Columbia River Treaty (../columbia-river-treaty)

Edition: April 2023



*Koocanusa Reservoir*

### **Encouraging advancements for Columbia River Treaty negotiations**

The past year has seen an encouraging shift in discussions between Canada and the U.S. about modernizing the Columbia River Treaty.

When reflecting on activities in 2022 (<https://engage.gov.bc.ca/columbiarivertreaty/2022/12/14/minister-op-ed-a-busy-year-for-columbia-river-treaty-negotiations/>), Katrine Conroy, Minister Responsible for the Columbia River Treaty, described “the most promising advancements since discussions about the Treaty’s future began in 2018.” Minister Conroy was referring to substantial progress made over three formal rounds of negotiation meetings and a series of technical sessions that kept Canadian and American negotiators busy throughout the year.

Three months into 2023, they show no signs of slowing down. The negotiating teams met in Vancouver, B.C., on January 25 and 26 and, following a series of intersessional meetings, reconvened for the 16th round of negotiations on March 22 and 23 in Washington D.C. **Read more** (<https://news.gov.bc.ca/newsletters/columbia-river-treaty>

/april-

2023/encouragingadvancementsforcolumbiarivertreatynegotiations)

*Columbia Basin Regional Advisory Committee members standing on the shore of Kinbasket Reservoir, May 2022*

## **Columbia Basin Regional Advisory Committee visits Kinbasket Reservoir**

Throughout its eight years together, the Columbia Basin Regional Advisory Committee (CBRAC) has held meetings all across the Basin. From Invermere near the Columbia River headwaters, to Castlegar at the confluence of the Columbia and Kootenay Rivers, and many locations in between. Each meeting is coupled with a field trip to a local site connected to the Columbia River Treaty in some way. Members have visited the Hugh Keenleyside and Duncan Dams and the Koochanusa Reservoir. They have also toured Revelstoke Dam and some of the hydropower facilities along the Kootenay River between Nelson and Castlegar, which are not part of the Treaty but are affected by its flow requirements.

The intent of moving around is to help members better understand how management of the Columbia and Kootenay Rivers affects different parts of the Basin in unique as well as similar ways, while highlighting that changing dam operations in one part of the region has an effect on the entire river system. This perspective supports the committee's approach to providing advice on potential future improvements to the Columbia River Treaty and regional hydro operations in a way that considers the Basin as a whole. **Read more** (<https://news.gov.bc.ca/newsletters/columbia-river-treaty>

/april-

2023/columbiabasinregionaladvisorycommitteevisitskinbasketreservoir

*Nakusp, B.C.*

## **Integrating socio-economic interests within a modernized Treaty**

For many communities in the Columbia Basin, construction of the Columbia River Treaty dams in the 1960s and 70s had an immeasurable impact on their way of life. While the Treaty has succeeded in enabling power generation and reducing the risk of damaging floods, operation of these dams continues to affect a wide variety of interests in the Basin, including important socio-economic values like recreation, health, and economic development.

As Canada and the United States continue negotiations to modernize the Treaty, the Canadian negotiating team, which includes Canada, B.C. and the Ktunaxa, Secwepémc and Syilx Okanagan Nations, is exploring different ways of operating the Canadian Treaty dams to support domestic objectives, including for ecosystems, Indigenous



cultural values, and socio-economic interests. ***Read more***  
(<https://news.gov.bc.ca/newsletters/columbia-river-treaty/april-2023/integratingsocioeconomicinterestswithinamodernizedtreaty>)

***Photos left to right:*** Martina Escutin, Ktunaxa Nation, Jade Montgomery-Waardenburg, Syilx Okanagan Nation, Sofia Terbasket-Funmaker, Syilx Okanagan Nation

## **Youth Spotlight: Martina Escutin, Jade Montgomery-Waardenburg & Sofia Terbasket-Funmaker**

### **Salmon Warriors Gathering 2022: A Bringing the Salmon Home Initiative**

In August 2022, 21 young people gathered at the headwaters of the mighty Columbia River to share, learn, experience, and connect with the land, waters, and one another. Over three days they learned from Elders, Knowledge Keepers, each other, and the waters around them, about the deep connection and reverence our people have with salmon. The event was organized by the Indigenous-led Bringing the Salmon Home: Columbia River Salmon Reintroduction Initiative (<https://columbiariversalmon.ca/>). Although salmon have been gone from the upper Columbia Basin for over 80 years, these Salmon Warriors saw hope, resilience, and the power they each have in helping the salmon to come home. ***Read more***  
(<https://news.gov.bc.ca/newsletters/columbia-river-treaty/april-2023/youthspotlightmartinajadesofia>)

*Province of B.C. community meeting on the Columbia River Treaty in Golden, B.C., 2019*

## **Treaty Fact: How are Basin community interests reflected in the Treaty modernization process?**

Columbia Basin community interests have been guiding the Treaty modernization process since 2012. The Province has been engaging with Indigenous Nations, local governments, and residents to learn what Treaty-related issues matter to them and what improvements they want to see. People have been providing input through in-person and virtual public meetings, social media, emails, phone calls and letters. Members of the Canadian negotiating team, including Canada's Chief Negotiator and representatives from B.C. and the Ktunaxa, Secwépémc and Syilx Okanagan Nations attend the public meetings to share updates, answer questions, and hear from residents firsthand.

In addition to connecting with the public broadly, there are two committees the Province engages with regularly – the Columbia River Treaty Local Governments Committee (<https://www.crtlgc.ca/>) and the Columbia Basin Regional Advisory Committee

(<https://engage.gov.bc.ca/columbiarivertreaty/columbia-basin-regional-advisory-committee/>). These groups have members from across the Basin and are providing suggestions and advice on what an improved Treaty could look like. The Local Governments Committee has submitted official recommendations for a modernized Treaty to the provincial and federal governments and Indigenous Nations. **Read more** (<https://news.gov.bc.ca/newsletters/columbia-river-treaty/april-2023/treatyfacthowarebasincommunityinterestsreflectedinthetreatym>

[Privacy Statement \(https://www2.gov.bc.ca/gov/content/home/privacy\)](https://www2.gov.bc.ca/gov/content/home/privacy) | [Contact Us \(https://www2.gov.bc.ca/gov/content/home/contact-us\)](https://www2.gov.bc.ca/gov/content/home/contact-us)

## Acknowledgment

The B.C. Public Service acknowledges the territories of First Nations around B.C. and is grateful to carry out our work on these lands. We acknowledge the rights, interests, priorities, and concerns of all Indigenous Peoples - First Nations, Métis, and Inuit - respecting and acknowledging their distinct cultures, histories, rights, laws, and governments.

[View this email in your browser](#)

# The Heritage BC UPDATE



## New Blog Post

### *The Normalization of Heritage in Crisis: A Response*



In our newest blog post, we express our concern about the state of heritage, arts, museums, and culture, after hearing that Vancouver Island Local History Society decided to cease operating Point Ellice House. The news, particularly as it comes so soon after the closure of the Robert Bateman Gallery, puts the question of the state of our sector top of mind. There is evidence, beyond these examples, that our sector is extremely vulnerable, which underscores a fear that the sufferings within our sector have become normalized. Read our newest blog post to hear Executive Director, Kirstin Clausen's further thoughts and Heritage BC's advocacy work underway.

[Read the Blog Post](#)

**SAVE THE DATE**



Heritage BC  
Annual General  
Meeting

WEDNESDAY, MAY 17 2023

**ANNOUNCING: Upcoming AGM &  
Accepting Expressions of Interest for  
Two New Board Directors**

Save the Date! We'll be holding our *virtual* Annual General Meeting online on **Wednesday, May 17, 2023**.

AGM materials will be provided to members closer to the date.

[More Information & Register Here](#)



Interested in joining Heritage BC's Board of Directors? Board Directors give their time and share their heritage expertise and experiences so that Heritage BC remains connected and relevant to the heritage sector. Directors oversee the organization's financial stability and develop and approve strategic goals, policies and plans. To learn more visit our [FAQ](#). There are currently two open vacancies, including the position of Treasurer.

Please send your expression of interest by [email](#) to Kirstin Clausen, Executive Director by **April 14, 2023**. To see our current list of Board Directors [click here](#).



Now is also the perfect time to join or renew your membership with us at Heritage BC!

As a member-based non profit organization your support means a lot to us. [Join or Renew](#) today!



**Register for the 2023 Annual Heritage Conference: Becoming Agents for Change**

**REGISTER TODAY!**

Member  
Non-Member  
Subsidized

Regular Price
<b>\$395.00</b>
<b>\$495.00</b>
<b>\$99.00</b>

Join us this **May 25 to 27, 2023** in Downtown Chilliwack for conversations about the opportunity that we have to leverage heritage as an agent for positive change in our communities.

Explore our conference [schedule](#) online and register today!

[Register Here](#)



**Heritage SLAM!**

Early Bird Submission may now be closed, however there are other ways you can get a discounted registration for our upcoming conference.

**Apply to speak at our Heritage SLAM! and**



**receive \$50 off of your registration fee.** The Heritage SLAM! has long been Heritage BC conference staple. Inspired by Pecha Kucha and Ignite events, Heritage SLAM! gives attendees the opportunity to showcase and present their best, most innovative and exciting projects and/or successes in a fast-paced and fun event.

For more information visit our [website](#).

### Sponsor Spotlight: Tourism Chilliwack



We're excited to have Tourism Chilliwack as a sponsor of our 2023 Annual Heritage Conference.

Like summer camp, Chilliwack is the ultimate summer reward – an ideal destination for exploring, playing, or kicking back.

Explore nature in Chilliwack BC!  
Learn more at [Tourism Chilliwack](#).

### THANK YOU TO ALL OF OUR SPONSORS



Heritage Branch



Interested in sponsoring? Visit our [website](#) for more information.



### Industrial Heritage Cultural Map

Don't forget to submit industrial sites in your area for our new Cultural Map.

We will collate and review all submissions, generating a final shortlist of sites for upload to the new map. We will also be compiling an inventory of all submissions and aim to make this available publicly outside of the map. For more information or to submit a site visit our [website](#).

Have questions or unsure about a site? Submit your interest below. We will be in touch soon with more information on submitting your site(s).

Submit your Interest



## In the News

**Check out these articles we find interesting**

Lethbridge Herald - [Historic building have multiple benefits, says LHS](#)

The Tye - [A First Nation's Quest to Know Why Their Cemetery Was Flooded](#)

Connect with us on social media 



### BECOME A MEMBER

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

A strong membership is vital to our work. Support Heritage BC by becoming a member today. Membership fees start as low as \$35.

[Become a member today!](#)

### Statement of Acknowledgement

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

HeritageBC



## Bulletin 23-03: Structural change application requirements

Issue date: March 29, 2023

### Who's impacted

This change applies **only** to the following licences:

- Food Primary
- Liquor Primary
- Liquor Primary Club

### What's changing

A licensee must apply for approval from the LCRB if they are planning a structural change that impacts the:

- Capacity
- Occupancy load
- Size of the liquor service area

Other changes to an establishment no longer need an application for approval.

This policy change applies **only** to Food Primary, Liquor Primary, and Liquor Primary Club licensees. The updates can be found in the [Liquor Policy Manual](#) and the Food Primary and Liquor Primary [licensee handbooks](#).

Licensing staff will review structural change applications according to the new criteria. Licensing staff will contact licensees who have applied for a structural change that no longer needs approval.

### Helpful information

Examples of changes that no longer need approval are:

- Adding or changing the position or height of a wall, partial height divider (pony wall), or fixed planters that do not change the size or location of a service area
- Changes to the position of **interior** entry/exit points of a service area (Note: **exterior** entry/exit changes still require application for approval)
- Adding or removing permanent display cabinets, booth seating, stages or dance floors
- Construction that only impacts the patron routing or line of sight between a staff control point and the service area, with no impact to your ability to control the establishment

[Check out our new site](#)

## Unreported structural changes

A common oversight is making structural changes without checking if the change needs approval from the LCRB. Liquor inspectors check for unreported structural changes during inspections and may issue a contravention notice when necessary.

### Disclaimer

Bulletins are for general information and may not apply to all situations. Bulletins do not constitute legal advice nor are they a comprehensive statement of the legal obligations that arise under the Liquor Control and Licensing Act, Cannabis Control and Licensing Act, regulations, or any other applicable laws.

When interpreting and applying the information contained in the Bulletins, you are encouraged to seek advice from your professional advisors as appropriate in the circumstances.

## Questions

If you have questions about this policy change, email [LCRBLiquorPolicy@gov.bc.ca](mailto:LCRBLiquorPolicy@gov.bc.ca).

If you have questions about a structural change application, email [LCRBStructural@gov.bc.ca](mailto:LCRBStructural@gov.bc.ca).

[Check out our new site](#)





OMBUDSPERSON  
BRITISH COLUMBIA

March 20, 2023

Dear Neil Smith

The BC Office of the Ombudsperson is committed to measuring the broader impact of our work on the public sector. As an employee of a public authority under the Ombudsperson's jurisdiction, we are seeking your opinions and input. To do this, we have partnered with Leger, a professional market research firm, to conduct a brief online survey that will provide us with invaluable feedback. Your feedback will help guide service improvements to better ensure we are living up to our guiding principles of fairness, accountability, integrity, respect, impartiality, and service.

We understand that your time is valuable and would appreciate you taking the time to share your opinions. Be assured that your responses will remain confidential and will only be reported back to us in aggregate. We will share the aggregate results of our survey in our annual service plan report and on our website.

Please click on the link below to start the survey, which should take you 10 minutes or less to complete:

[https://leger.decipherinc.com/survey/selfserve/542/vw25109\\_002a?list=2&UNIQUEID=VVNI3UJ5](https://leger.decipherinc.com/survey/selfserve/542/vw25109_002a?list=2&UNIQUEID=VVNI3UJ5)

If you cannot finish the survey at one time, you can always return to where you left off by using the same link and device.

Your feedback is important to us, so we appreciate your cooperation in completing the survey by midnight, **Sunday, April 16, 2023**.

If you have any technical difficulties while completing the survey, please contact: [clients@legeropinion.com](mailto:clients@legeropinion.com).

For any questions or concerns about the purpose or content of the survey, please contact [survey@bcombudsperson.ca](mailto:survey@bcombudsperson.ca).

Thank you in advance for taking the time to share your insights.

**Jay Chalke**

Ombudsperson, Province of British Columbia

The Office of the Ombudsperson is an oversight office, independent of government, that investigates complaints about administrative unfairness and makes recommendations for system-wide improvements. The office also offers advice and investigates allegations of serious wrongdoing from B.C. public servants.





**OMBUDSPERSON**  
BRITISH COLUMBIA

## Fairness in Practice workshops are open for registration

Join us for our next round of interactive virtual workshops

In this two-day workshop, you'll learn what administrative fairness means in public service, how to exercise discretion fairly, essentials of service fairness and other important skills for public sector employees.

The following sessions are open for registration now (space is limited):

- **April 18 & 19** | 9:00am-12:00pm
- **April 26 & 27** | 9:00am-12:00pm
- **May 2 & 3** | 9:00am-12:00pm



[Register Now](#)

The Office of the Ombudsperson is an oversight office, independent of government, that investigates complaints about administrative unfairness and makes recommendations for system-wide improvements. The office also offers advice and investigates allegations of serious wrongdoing in the public service. Our Consultation and Training Team offers educational webinars, training workshops and individual consultation with public organizations to support fairness and continuous improvement across the public sector.

For more information, please contact us at [consult@bcombudsperson.ca](mailto:consult@bcombudsperson.ca)



Email sent to: [admin@kaslo.ca](mailto:admin@kaslo.ca)

BC Ombudsperson  
PO Box 9039 Stn Prov Govt  
Victoria, British Columbia | V8W 9A5 | Canada  
Toll Free: 1.800.567.3247 | [info@bcombudsperson.ca](mailto:info@bcombudsperson.ca)

[Anti-spam policy](#) | [Report an abuse](#) | [Unsubscribe](#)



**OMBUDSPERSON**  
BRITISH COLUMBIA

April 5, 2023

I am writing to follow up on the letter sent April 5th from my office regarding a survey we are conducting to gather more information about how the Office of the Ombudsperson's services are meeting the needs of your organization. This survey is targeted specifically at staff of public bodies under the Ombudsperson's jurisdiction.

Although we have not yet received your responses to this survey, we are hoping you will be able to take a few minutes to share your feedback. This would be greatly appreciated as your perspectives will help inform service enhancements moving forward.

Our office has partnered with Leger, a professional market research firm, to conduct this brief online survey. Responses will help ensure we are living up to our guiding principles of fairness, accountability, integrity, respect, impartiality, and service.

Be assured that your responses will remain confidential and will only be reported back to us in aggregate. We will share the aggregate results of our survey in our annual service plan report and on our website.

Please click on the link below to start the survey, which should take you 10 minutes or less to complete:

[https://leger.decipherinc.com/survey/selfserve/542/vw25109\\_002a?list=2&UNIQUEID=VVNI3UJ5](https://leger.decipherinc.com/survey/selfserve/542/vw25109_002a?list=2&UNIQUEID=VVNI3UJ5)

If you cannot finish the survey at one time, you can always return to where you left off by using the same link and device.

Your feedback is important to us, so we appreciate your cooperation in completing the survey by midnight, Sunday, April 16, 2023.

If you have any technical difficulties while completing the survey, please contact: [clients@legeropinion.com](mailto:clients@legeropinion.com).

For any questions or concerns about the purpose or content of the survey, please contact: [survey@bcombudsperson.ca](mailto:survey@bcombudsperson.ca).

Thank you in advance for taking the time to share your insights.

**Jay Chalke**

Ombudsperson, Province of British Columbia

The Office of the Ombudsperson is an oversight office, independent of government, that investigates complaints about administrative unfairness and makes recommendations for system-wide improvements. The office also offers advice and investigates allegations of serious wrongdoing from B.C. public servants.



## REQUEST FOR COUNCIL DECISION

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: April 3, 2023

SUBJECT: Water Capital Parcel Tax Amendment Bylaw 1287, 2023

**PURPOSE:** To consider giving first and second reading to a bylaw that updates the water parcel tax rate.

**OPTIONS:**

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

1. **Give two readings to the bylaw. *The bylaw will be placed on the 2023.04.25 agenda for third reading, with final adoption scheduled for 2023.05.09***
2. Give three readings to the bylaw. *The bylaw will be placed on the 2023.04.25 agenda for final adoption. If any changes are recommended by committee, third reading will need to be rescinded prior to changes being made.*
3. Refer back to staff for further review and report.

**RECOMMENDATION:**

THAT Water Capital Parcel Tax Amendment Bylaw 1287, 2023 is given first and second reading.

**ANALYSIS:**

- A. **Background:** In 2016, the Village of Kaslo introduced a Parcel Tax to collect revenues from local properties where municipal water service is available. The Parcel Tax Roll lists the affected properties and indicates the frontage that is used to calculate the amount of tax imposed on a given property. The proposed bylaw updates the tax rate for these frontages.

The bylaw is being introduced at this time and will then be considered by the Asset Management Committee at their 2023.04.17 meeting. Any recommendations from the committee will be considered by Council at the 2023.04.25 Council Meeting.

- B. **Discussion:** The funds collected by the municipality through the parcel tax are used for capital improvements to the water system. The parcel (frontage) tax rate has not increased since 2021. As costs for capital improvements are increasing significantly due to supply chain issues and high inflation, additional revenues are required to ensure the future sustainability of the water system.

Funds raised by the parcel tax are added to the Water Capital Infrastructure Reserve. Saving up money in the reserve reduces the need to go into debt or rely on uncertain grant funding to pay for future water infrastructure projects. The A Avenue Watermain replacement project in 2022-23 and the upcoming Water Treatment Plant (WTP) Upgrades project, 2023-2025, are partly funded from the Water Capital Infrastructure Reserve. Without the increase in the parcel tax rate, the reserve fund will not cover the Village's required financial commitment to the WTP project. Future increases to the parcel tax rate will be required to maintain a state of good repair for the water distribution network and replacement of underground valve stations (PRVs).

C. **Attachments:**

- Water Capital Parcel Tax Amendment Bylaw 1287, 2023
- Water Capital Parcel Tax Bylaw 1263, 2021

D. **Financial Implications:** Parcel tax amounts are calculated based on frontage, as outlined in bylaw 1263. The total taxable frontage is 56,923.88 feet. The proposed bylaw reflects an increase to the rate from \$1.10/foot to \$1.32/foot which will bring in \$12,523.25 of additional revenue for the Village in 2023. In total, the parcel tax will generate \$75,132.51 in taxation for water system capital improvements this year. There is currently \$350,652.43 in the reserve.

E. **Corporate Priority:** Asset management is a priority in the Corporate Strategic Plan and mentioned throughout the Official Community Plan.

F. **Environmental Implications:** Long-term maintenance and upgrading the water system is critical to environmental management by helping to minimize water loss and make the most of a limited resource.

G. **Communication Strategy:** Once adopted, a copy of the consolidated Water Parcel Tax bylaw will be available on the Village's website.

CAO Approval: 2023.04.06

VILLAGE OF KASLO

BYLAW NO. 1287

**A BYLAW TO AMEND THE PARCEL TAX IMPOSED  
IN RELATION TO THE MUNICIPAL WATER SYSTEM**

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

**1. Title**

This Bylaw may be cited as "Water System Capital Parcel Tax Amendment Bylaw No. 1287, 2023".

**2. Substantive Provisions**

2.1. 2021 Water System Capital Parcel Tax Bylaw (No. 1263, 2021) is hereby amended by removing item 4, and replacing it with the following:

4. The parcel tax shall be levied in accordance with the Parcel Tax Roll that was authenticated on 2021.04.27.

2.2. 2021 Water System Capital Parcel Tax Bylaw is hereby amended by removing item 5, and replacing it with the following:

5. The annual rate shall be \$1.32 per foot of taxable frontage.

**3. Effective Date**

This bylaw shall take effect January 1, 2023.

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

VILLAGE OF KASLO  
BYLAW NO. 1287, 2023

Certified to be a true copy of "Water System Capital Parcel Tax Amendment Bylaw No. 1287, 2023"

---

CORPORATE OFFICER

**VILLAGE OF KASLO  
BYLAW NO. 1264**

<b>BEING A BYLAW TO IMPOSE A PARCEL TAX ON OWNERS OF LAND TO PROVIDE A MUNICIPAL SEWER SYSTEM, 2021</b>
---

WHEREAS the *Community Charter* provides that Council may levy a parcel tax to meet the cost of works and services that benefit land within the municipality;

AND WHEREAS certain capital costs will be incurred towards improving and maintaining the sanitary sewer system to service the Specified Area within the municipality, and it is desirable and expedient to levy a parcel tax on land benefiting from such service to meet those capital costs;

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

1. This bylaw may be cited for all purposes as the **“2021 Sewer System Capital Parcel Tax Bylaw”**.
2. In this bylaw, unless the context otherwise requires:
  - “actual frontage”** means the distance that a parcel of land abuts on the sewer system or a highway;
  - “Collector”** means the Chief Financial Officer of the Village of Kaslo;
  - “lane”** means a highway having a right-of-way width of less than 50 feet;
  - “parcel”** means any lot, including a group of lots comprising a folio, block or other area in which land is held or into which it is subdivided, but does not include a highway;
  - “taxable frontage”** means the actual frontage or, if applicable, the distance that a parcel of land is deemed to abut on the work or highway, and in respect of which parcel the parcel tax is levied;
  - “total actual frontage”** means the sum of the actual frontage of the parcels of land that abut on the work or highway.
3. A parcel tax is hereby imposed upon the owners of every parcel of land within the municipality which is capable of being connected to the sewer system, whether or not that parcel is connected to the sewer system.
4. The parcel tax shall be levied on each parcel of land described in section 3, and the amount thereof, unless otherwise provided in this bylaw, shall be the product of the taxable frontage and the annual rate.
5. The annual rate shall be **\$1.10** per foot of taxable frontage.
6. The parcel tax shall remain in force and effect until the complete discharge and satisfaction by the municipality of all obligations presently incurred, and to be incurred, in respect of the service described herein.
7. For the purposes of this bylaw, a regularly shaped parcel of land is rectangular.



8. For a parcel that is irregularly shaped, to levy the parcel tax on a fair and equitable basis, the actual frontage of irregular parcels shall be determined by the Collector including:
  - a. a parcel abutting the sewer system that is wholly or in part unfit for building purposes;  
or
  - b. a parcel that does not abut the sewer system but is connected to it.
9. In determining the actual frontage for an irregular parcel, the Collector shall consider the condition, situation, value, and surficial area of the parcel as compared with regularly shaped parcels of land and the benefit derived from the sewer service.
10. The taxable frontage shall be the actual frontage, except that:
  - a. the maximum taxable frontage is 120 feet; and,
  - b. the minimum taxable frontage is 25 feet.
  - c. In the case of all strata title parcels sharing a single connection to the Village's Water Service, the taxable frontage per parcel will be deemed 25 feet.
11. For a parcel that is exempt from taxation, a fee equivalent to the parcel tax that would otherwise apply to that parcel shall be payable from its owner or assign.
12. This bylaw shall come into full force and effect upon its final adoption.

READ A FIRST TIME this 13<sup>th</sup> day of April, 2021.

READ A SECOND TIME this 13<sup>th</sup> day of April, 2021.

READ A THIRD TIME this 4<sup>th</sup> day of May, 2021.

RECONSIDERED AND ADOPTED this 11<sup>th</sup> day of May, 2021.

---

Mayor Hewat

---

Chief Administrative Officer

Certified correct:

---

Chief Administrative Officer



## REQUEST FOR COUNCIL DECISION

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: April 3, 2023

SUBJECT: Sewer Capital Parcel Tax Amendment Bylaw 1288, 2023

**PURPOSE:** To consider giving first and second reading to a bylaw that updates the sewer parcel tax rate.

**OPTIONS:**

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

1. **Give two readings to the bylaw. *The bylaw will be placed on the 2023.04.25 agenda for third reading, with final adoption scheduled for 2023.05.09***
2. Give three readings to the bylaw. *The bylaw will be placed on the 2023.04.25 agenda for final adoption. If any changes are recommended by committee, third reading will need to be rescinded prior to changes being made.*
3. Refer back to staff for further review and report.

**RECOMMENDATION:**

THAT Sewer Capital Parcel Tax Amendment Bylaw 1288, 2023 is given first and second reading.

**ANALYSIS:**

- A. **Background:** In 2016, the Village of Kaslo introduced a Parcel Tax to collect revenues from local properties where municipal sewer service is available. The Parcel Tax Roll lists the affected properties and indicates the frontage that is used to calculate the amount of tax imposed on a given property. The proposed bylaw updates the tax rate for these frontages.

The bylaw is being introduced at this time and will then be considered by the Liquid Waste Monitoring Committee and the Asset Management Committee at their 2023.04.17 meetings. Any recommendations from the committees will be considered by Council at the 2023.04.25 Council Meeting.

- B. **Discussion:** The funds collected by the municipality through the parcel tax are used for capital improvements to the sewer system. The parcel (frontage) tax rate has not increased since 2021. As costs for capital improvements are increasing significantly due to supply chain issues and high inflation, additional revenues are required to ensure the future sustainability of the sewer system.

Funds raised by the parcel tax are added to the Sewer Capital Infrastructure Reserve. Saving up money in the reserve reduces the need to go into debt or rely on uncertain grant funding to pay for future sewer infrastructure projects. Although money in the reserve is primarily directed towards the capital maintenance existing Sewer Service Area (SSA), funds were borrowed from the reserve to pay for the sewer crossing at D Avenue during Kaslo River Bridge Construction. Expansion of the wastewater treatment plant is being planned along with future expansion of the wastewater collection system to more of Lower Kaslo, but substantial funding other than the reserve will be needed to make that happen.

C. **Attachments:**

- Sewer Capital Parcel Tax Amendment Bylaw 1288, 2023
- Sewer Capital Parcel Tax Bylaw 1264, 2021

**Financial Implications:** Parcel tax amounts are calculated based on frontage, as outlined in bylaw 1264. The total taxable frontage is 12,750.38 feet. The proposed bylaw reflects an increase to the rate from \$1.10/foot to \$1.32/foot which will bring in \$2,805.08 of additional revenue for the Village in 2023. In total, the parcel tax will generate \$16,830.50 in taxation for sewer system capital improvements this year. There is currently \$147,772 in the reserve.

- D. **Corporate Priority:** Asset management and sewer system expansion are priorities in the Corporate Strategic Plan and mentioned throughout the Official Community Plan.
- E. **Environmental Implications:** The sewer system and treatment plant helps ensure that domestic effluent is released into the environment in the most ecologically responsible way.
- F. **Communication Strategy:** Once adopted, a copy of the consolidated Sewer Parcel Tax bylaw will be available on the Village's website.

CAO Approval: 2023.04.06

**VILLAGE OF KASLO  
BYLAW NO. 1264**

<b>BEING A BYLAW TO IMPOSE A PARCEL TAX ON OWNERS OF LAND TO PROVIDE A MUNICIPAL SEWER SYSTEM, 2021</b>
---

WHEREAS the *Community Charter* provides that Council may levy a parcel tax to meet the cost of works and services that benefit land within the municipality;

AND WHEREAS certain capital costs will be incurred towards improving and maintaining the sanitary sewer system to service the Specified Area within the municipality, and it is desirable and expedient to levy a parcel tax on land benefiting from such service to meet those capital costs;

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

1. This bylaw may be cited for all purposes as the **“2021 Sewer System Capital Parcel Tax Bylaw”**.
2. In this bylaw, unless the context otherwise requires:
  - “actual frontage”** means the distance that a parcel of land abuts on the sewer system or a highway;
  - “Collector”** means the Chief Financial Officer of the Village of Kaslo;
  - “lane”** means a highway having a right-of-way width of less than 50 feet;
  - “parcel”** means any lot, including a group of lots comprising a folio, block or other area in which land is held or into which it is subdivided, but does not include a highway;
  - “taxable frontage”** means the actual frontage or, if applicable, the distance that a parcel of land is deemed to abut on the work or highway, and in respect of which parcel the parcel tax is levied;
  - “total actual frontage”** means the sum of the actual frontage of the parcels of land that abut on the work or highway.
3. A parcel tax is hereby imposed upon the owners of every parcel of land within the municipality which is capable of being connected to the sewer system, whether or not that parcel is connected to the sewer system.
4. The parcel tax shall be levied on each parcel of land described in section 3, and the amount thereof, unless otherwise provided in this bylaw, shall be the product of the taxable frontage and the annual rate.
5. The annual rate shall be **\$1.10** per foot of taxable frontage.
6. The parcel tax shall remain in force and effect until the complete discharge and satisfaction by the municipality of all obligations presently incurred, and to be incurred, in respect of the service described herein.
7. For the purposes of this bylaw, a regularly shaped parcel of land is rectangular.

8. For a parcel that is irregularly shaped, to levy the parcel tax on a fair and equitable basis, the actual frontage of irregular parcels shall be determined by the Collector including:
  - a. a parcel abutting the sewer system that is wholly or in part unfit for building purposes;  
or
  - b. a parcel that does not abut the sewer system but is connected to it.
9. In determining the actual frontage for an irregular parcel, the Collector shall consider the condition, situation, value, and surficial area of the parcel as compared with regularly shaped parcels of land and the benefit derived from the sewer service.
10. The taxable frontage shall be the actual frontage, except that:
  - a. the maximum taxable frontage is 120 feet; and,
  - b. the minimum taxable frontage is 25 feet.
  - c. In the case of all strata title parcels sharing a single connection to the Village's Water Service, the taxable frontage per parcel will be deemed 25 feet.
11. For a parcel that is exempt from taxation, a fee equivalent to the parcel tax that would otherwise apply to that parcel shall be payable from its owner or assign.
12. This bylaw shall come into full force and effect upon its final adoption.

READ A FIRST TIME this 13<sup>th</sup> day of April, 2021.

READ A SECOND TIME this 13<sup>th</sup> day of April, 2021.

READ A THIRD TIME this 4<sup>th</sup> day of May, 2021.

RECONSIDERED AND ADOPTED this 11<sup>th</sup> day of May, 2021.

---

Mayor Hewat

---

Chief Administrative Officer

Certified correct:

---

Chief Administrative Officer

VILLAGE OF KASLO

BYLAW NO. 1288

**A BYLAW TO AMEND THE PARCEL TAX IMPOSED  
IN RELATION TO THE MUNICIPAL SEWER SYSTEM**

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

**1. Title**

This Bylaw may be cited as "Sewer System Capital Parcel Tax Amendment Bylaw No. 1288, 2023".

**2. Substantive Provisions**

2.1. 2021 Sewer System Capital Parcel Tax Bylaw (No. 1264, 2021) is hereby amended by removing item 4, and replacing it with the following:

4. The parcel tax shall be levied in accordance with the Parcel Tax Roll that was authenticated on 2021.04.27.

2.2. 2021 Sewer System Capital Parcel Tax Bylaw is hereby amended by removing item 5, and replacing it with the following:

5. The annual rate shall be \$1.32 per foot of taxable frontage.

**3. Effective Date**

This bylaw shall take effect January 1, 2023.

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

VILLAGE OF KASLO  
BYLAW NO. 1288, 2023

Certified to be a true copy of "Sewer System Capital Parcel Tax Amendment Bylaw No. 1288, 2023"

---

CORPORATE OFFICER



Date: March 22, 2022

**PLANNING REPORT ON PROPOSED SUBDIVISION of PID 016-278-488 and the required Development Variance Permit**

**Description of Property to be Subdivided**

PARCEL Z (see K2851) BLOCK 11  
DISTRICT LOT 208 KOOTENAY  
DISTRICT PLAN 559 Except Plans 9948  
and NEP85487

Registered Owners (the Applicant):  
Margaret Irene Edwards

Folio: 533.00290.030  
Size: 1,159 m<sup>2</sup>; 0.11 ha; 0.25 ac



**Background**

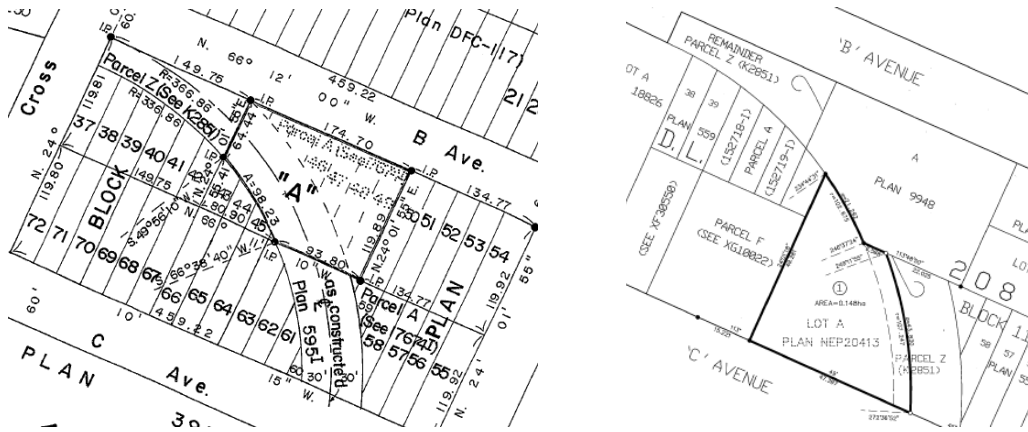
The applicant applied for a subdivision of this land in 2022. A Preliminary Approval Report was prepared by the Village’s Approving Officer on December 20, 2022. This report provides a summary of the information contained in the Preliminary Approval Report along with the conditions to be met by the applicant to achieve subdivision approval and a review of the current status of the subdivision application.

**Overview**

The applicant proposes to subdivide Parcel Z, a discontinuous parcel with two parts under a single title, into two separately titled residential lots. Parcel Z is part of the former Kaslo & Slocan Railway right-of-way. The two parts were created when Parcel A, Plan 9948 was created in 1976, which assumed part of the original railway right-of-way at the time. The southerly part of Parcel Z was further reduced in 2007 when a sliver was sold off to the neighbouring Lot 1 to the west.

Box 576, Kaslo, BC V0G 1M0  
Tel. 250-353-2311 ext. 201 Fax. 250-353-7767  
E-mail: [cao@kaslo.ca](mailto:cao@kaslo.ca)  
<http://www.kaslo.ca>





The shapes of the two parts of Parcel Z are irregular. The northerly part fronting onto B Avenue has an area of 573 m<sup>2</sup> and the southerly remainder has an area of 586 m<sup>2</sup>.

**Land Use Regulations**

**Official Community Plan (Bylaw 1280)**

The proposed lot is within the Neighbourhood Residential land use designation and is not subject to a Development Permit Area regulation or building design guidelines. Section 5.2.1. of the Official Community Plan states that the purpose of this land use designation is “To create strong residential neighbourhoods supporting a variety of housing types and explore opportunities to meet current and future housing needs by developing vacant and under-utilized land where services can be extended.”

A general residential objective in Section 5.1.2 is to “facilitate a diversity of residential housing types in the village to accommodate a wide range of socio-economic, age and ability groups.” Subdivision of this parcel meets these purposes and objectives of the Official Community Plan.



**Zoning (Bylaw 1130)**

The existing and proposed lot is zoned R-1, Single and Two-Family Residential, in the Village’s Land Use Zoning Bylaw 1130 as amended.

The minimum requirements for a single-family (R-1) dwelling are:

Minimum Lot size:	464 square metres
Street Frontage:	15 metres
Max. Building Height:	10 metres
Front Yard Setback	7.5 metres
Internal Side Yard Setback	1.5 metres
External Side Yard Setback	4.5 metres
Projections (i.e. overhangs)	0.6 metres into the required setback
Site Coverage	40% (maximum area of the lot that can be covered by buildings)
Minimum Open Space	30% of the lot and 33% of rear yard (minimum area left as open space, not used for buildings or parking)
Accessory Structures:	Max. floor area of 80 square metres; max. height 5 metres (i.e. applies to sheds, workshops, detached garages)

Parking: Minimum 1 parking space per dwelling, which must be located behind the front face of the dwelling.

The sizes of the parts do not meet the minimum lot size requirement for a two-family (duplex) dwelling, which is 765 square metres.

#### **Northerly part of Parcel Z (B Avenue frontage)**

Based on its size, the northerly part of Parcel Z lot could meet the single-family dwelling zoning requirements for R-1 except for the front yard setback due to the very shallow depth of the lot. Lot depth varies between 9.1 and 19.6 metres. The diagram below shows the area required for setback, which would only leave a small triangle at the southeast corner of the property for building. A variance to the front yard setback to reduce this requirement is necessary to enable building a house on the property. It is also necessary to place the house closer to the B Avenue side due to the steep slope along the rear of the property.



The engineer's report submitted with the application recommends a variance to allow a 1 metre setback from the front property line to accommodate a 2-bedroom house and septic disposal field.

Other Zoning requirements will be verified through the building permit process once the owner is ready to develop the new lot. The driveway entrance will be from B Avenue near the west end of the lot. A minimum of one parking space must be provided on the property as per Section 4 of the bylaw. The Village's road allowance cannot be used for required parking.

Culverts and ditching for drainage are at the owner's expense and must be approved by the Village. Development must not affect drainage from the property on to the adjacent land. The engineer's report also recommends a concrete block retaining wall and a "custom elevated sewerage treatment process" due to the proximity to steep slopes.

A development variance permit or a covenant on title of the new lot must include the specifications for the location of the sewerage field, retaining wall and limitation on the house size as recommended by the engineer. A Development Variance Permit can be considered by Village Council or the Board of Variance to allow the reduced setback.

### **Southerly part of Parcel Z (C Avenue frontage)**

This lot currently contains outbuildings for 515 Sixth Street. The outbuildings straddle the lot lines between Parcel Z and Lots 59 to 60. Land Use Bylaw 1130 does not allow an accessory structure to be located on its own lot, separate from the principal dwelling, in an R-1 zone. Therefore, the subdivided lot and all of the lots comprising 515 Sixth Street (Lots 55 to 60) must be merged into a single title.



### **Subdivision Servicing Bylaw Requirements (Bylaw 1039)**

### **Sewerage and Soil Conditions**

The applicant provided a report and sketch plan prepared by an authorized person qualified to act as a Registered Onsite Wastewater Practitioner or Professional under the BC Sewerage System Regulation. The stamped sketch showing the location of the proposed effluent handling system on the northerly lot and confirms the suitability of the ground and site for the discharge field provided that the system is constructed to certain specifications including a sand-lined bed with pressure distribution and timed field dosing.

The design will need to meet the permitting requirements of the BC Ministry of Health.

### **Water service**

A municipal watermain is available on B Avenue which runs along the north side of the street. Construction of the service line, including excavation and restoration of the Village's street right-of-way and road surface, is at the expense of the applicant. Village crew must make the final connection of the water service to the watermain, including installation of a curb stop valve near the property line. Work performed by municipal staff is charged at the rates specified in Schedule C of the Fees & Charges Bylaw. An estimate of these fees will be provided to the applicant and a must be paid prior to subdivision approval.

The current fee for a new connection to the Village water system is \$3,400 for a 20mm (3/4") service or \$4,000 for a 25mm (1") service, plus the annual water user fee of \$354 (2022 rate).

Municipal fire hydrants are approximately 90 metres from the proposed lot. The closest hydrant is at the intersection of Cross Street and A Avenue.

### **Electricity**

Fortis electrical service is present on B Ave. Fortis has confirmed the availability of electrical capacity and infrastructure to service a dwelling on the lot.

### **Roads**

The northerly parcel fronts on B Avenue and the southerly parcel fronts on C Avenue. These streets meet the minimum standard for a paved local rural road as specified under the Subdivision Servicing Bylaw.

The Village may require installation of a culvert under the driveway and ditch within the boulevard of B Avenue fronting the lots to allow for water drainage to the satisfaction of the Village's Public Works Foreman. The culvert shall be corrugated steel pipe designed for H2O loading, minimum 300mm diameter, plus a minimum bury of 300mm.

There is an existing driveway on the southerly portion that will remain.

### **Other Works and Services**

The proposed subdivision creates one new residential lot in an area already serviced by municipal infrastructure. Therefore, many of the provisions and requirements of the Subdivision and Servicing Bylaw 1039 are not applicable, as those requirements are meant for development

typically involving the division of 3 or more lots and the provision of roads and services where none already exist.

### **Address**

The proposed single-family dwelling to be constructed on the northerly parcel will be assigned a civic address once application for a building permit for a residential dwelling has been made.

### **Conclusion of Preliminary Review**

The preliminary review found that the proposed subdivision does not meet some of the requirements of the applicable Village bylaws as noted, but the applicant may be able to address these deficiencies to make it viable. Development of the northerly parcel is challenging due to the shallow depth from the street and steep slopes along the south side of the property. The engineer's report notes that the size of the dwelling should be limited to a two-bedroom house under 2,000 square feet. A geotechnical report to confirm slope stability will also be required before the subdivision is approved. However, residential development of the lot fits the goals and objectives of the Official Community Plan and enables the land to be used to its highest potential.

If the variance to reduce the front yard setback is denied, the subdivision can still proceed so that the two discontinuous parts have separate titles, but the northerly lot would not be developable under Village regulations. A no-build covenant would be placed on the title of the B Ave lot. The applicant will also be required to consolidate the C Ave lot with 515 Sixth Street regardless of the variance outcome. The applicant can appeal a denial of the variance to the Board of Variance and their decision is final.

The Village received two letters from nearby property owners within the 60-metre notification area, who are opposed to the variance and expressed concerns about the narrowness of the lot, steep slopes, slope stability, loss of trees and privacy, and constraints on B Avenue for snow clearing and driveway access that would be caused by the reduced setback.

Ian Dunlop  
Approving Officer  
Village of Kaslo  
March 22, 2022



## VILLAGE OF KASLO

### Notice of an application for a Development Variance Permit in your neighbourhood.

A subdivision application was submitted by Margaret Edwards for the purpose of subdividing their parcel of land on B Avenue into two lots. Approval of the subdivision requires the applicant to first obtain a Development Variance Permit to determine if the subdivided lot can be developed under the Village's bylaws.

The *Local Government Act* and *Village of Kaslo Development Procedures Bylaw No.1283* requires us to give you notice that the Council of the Village of Kaslo will consider issuing the Development Variance Permit (File # DVP-2023-02) at their Regular Meeting on **March 28, 2023**, which starts at 6:00 p.m. in the Council Chambers at City Hall located at 413 Fourth Street in Kaslo.

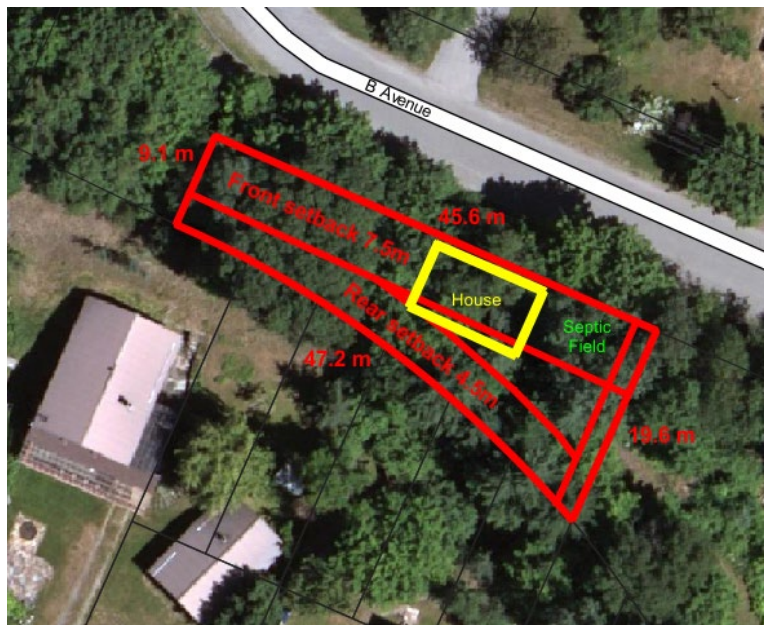
CIVIC ADDRESS: **C Avenue**  
PARCEL IDENTIFIER: **016-278-488**  
LEGAL DESCRIPTION: **PARCEL Z (SEE K2851) BLOCK 11 DISTRICT LOT 208 KOOTENAY DISTRICT PLAN 559 EXCEPT PLANS 9948 AND NEP85487**

**The applicant is requesting the following variance to the requirements of the Village of Kaslo Land Use Bylaw #1130:**

- 1) A decrease in the required front yard setback from 7.5 metres to 1.0 metres for a single-family dwelling.**

#### Explanation:

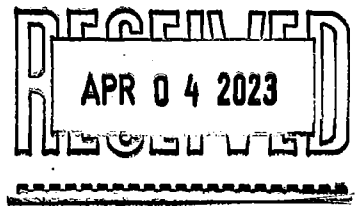
Due to the unusual shape of the lot and sloped terrain, the Variance is necessary to ensure the viability of the new lot for development by providing a sufficient building envelope for a future dwelling and a septic field.



Anyone who believes that approval of DVP-2023-02 will affect their interests is invited to provide their comments to the Village. Written submissions can be sent by email, facsimile, mail or hand delivered using the contact information below. All submissions must be received by 12:00 pm on March 22, 2023, to be considered.

#### Village of Kaslo

PO Box 576, 413 4<sup>th</sup> Street, Kaslo, B.C. V0G 1M0  
Telephone: 250-353-2311; Facsimile: 250-353-7767  
Email: [admin@kaslo.ca](mailto:admin@kaslo.ca)



**T. W. DEVELOPMENTS INC.**

Box # 1108  
Kaslo, BC V0G 1M0

Tel. No. 250-353-2258 Email: [dterer1@kaslo.org](mailto:dterer1@kaslo.org)

April 4, 2023

Village of Kaslo  
Box # 597  
Kaslo, BC V0G-1M0

**ATTENTION: CAO Ian Dunlop**

Dear Sir:

**RE: Status of sewerage disposal at Parcel Z (see K2851) Block 11 DL # 208  
KD Plan 559 except Plans 9948 & NEP85487 (North Portion) - PID # 016-278-488  
Property Owner: Margaret Irene Edward**

---

Given that the owner of the above property is now applying for subdivision and approval of bylaw variances to support subsequent development of the parcel and that we have offered certain opinions on sewerage disposal, we would like to present this summary and recommendations for clarity.

**SUMMARY RECOMMENDATIONS:**

These recommendations are to support the sewerage disposal at the North portion of the subject property. They will also outline the necessary work to be able to change our opinion from .... **"is possible" to "is definite"**. Recommendations are as follows:

- 1) Professional lot survey with pin placement.
  - 2) Professional geotechnical assessment including confirmation of deep soil structure and porosities.
  - 3) Have an Authorized Person ("AP") prepared and Peer reviewed application for a sewerage disposal system submitted to IHA result in the issuance of a "Receipt of Record of Sewerage System" ("RSS").
- ***We would not recommend issuing sub-division or development variance permit approvals until all three steps above have been completed successfully.***

## **HISTORY AND BACKGROUND:**

In 2012, T.W. Developments Inc. was asked to provide an opinion on the above subject. Following a positive opinion, we were further asked to design a system & apply for acceptance from IHA of the design with the clearance to construct. That acceptance was obtained in the form of a stamped RSS dated October 30, 2012.

The system was designed ...

- in accordance with Version 2 of the BC Standard Practice Manual (“SPM2”)
- based upon using a treatment plan delivering Type 3 (10pmm BOD/TSS) effluent similar in quality to the Kaslo municipal plant, suitable for direct disposal to the environment without further treatment.

**NOTE:** The owner did not further pursue development at that time.

On December 31, 2015, SPM2 was “sun-setted” and replaced with the current version, SPM3. Version 3, for the first time specifically dealt with Combined Treatment & Disposal System (“CTDS”) treatment plants, of the type previously contemplated in the 2012 RSS. Much stricter general distribution criteria were imposed which are not achievable with a gravity system, despite performing to quality specifications.

The manufacturers of the contemplated CTDS took the plants off the market and redesigned it for Type 2 (45 ppm BOD/TSS) treated quality. This quality can be obtained, however, without a plant by using a packed bed of graded Mound sand with pressurized, timed dosed distribution for aerobic treatment following the septic tank.

- ***This is the option of TWD would recommend for this application, under SPM3, provided adequate area is shown to be available after professional survey of the lot.***

For the purposes of our 2022 preliminary assessment, the owners placed markers at their best estimate on lot corner positions, deduced and measured from the survey pin(s) that they could find.

- **A proper site survey, with pin placement should be called for to add certainty to sewerage disposal field location setbacks and steep slope breakout potentials.**

Type 2 effluent requires further aerobic treatment in suitable soils to reduce BOD/TSS and fecal coliforms to an acceptable level. This places much more emphasis on the prevailing soils at this site.

Our preliminary assessment of deep alluvial gravel/cobble and sand was arrived at by:

- excavator depth examination at the site.
- extrapolation from exposures on “D” Ave. (later confirmed with water line project)
- extrapolation from the riverbanks visible along Higashi Way and
- numerous other excavations in the vicinity



This structure is favorable to effluent treatment and has limited lateral dispersion when deep.

**NOTE:** This assumption was used in our 2022 preliminary sewerage disposal assessment.

- *A site geotechnical assessment should be conducted before any construction should be planned on this site. This assessment should include a confirmation of soils structure and capabilities of sufficient depth in order to support a sewerage disposal application for IHA acceptance given the proximity of steep slopes to the disposal field.*


This property is problematic from a construction and sewerage disposal perspective because of its size, topography and soil structure uncertainties.

The Engineers & Geoscientists of BC strongly encourages “peer reviews” of such difficult sewerage situations in order to provide maximum avoidance of threats to the public health and the environment.

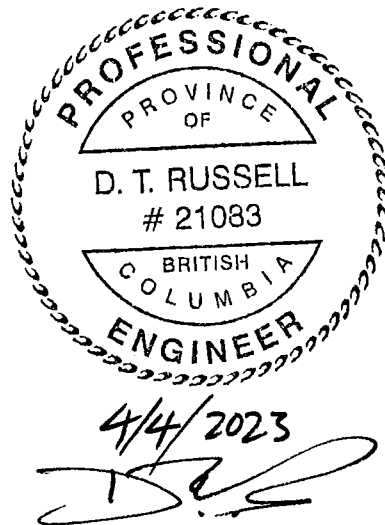
- *T.W. Development strongly recommends that this review be mandatory in the case of this difficult lot.*

These are our comments & recommendations into the process at hand. Please do not hesitate to contact us if you have any concerns or questions.

Your truly,  
T. W. DEVELOPMENTS INC.



David T. Russell, P.Eng.



## Karissa Stroshein

---

**Subject:** DVP-2023-02 Subdivision and variance application

---

**From:** Robert and Sherry Bennett [REDACTED]  
**Sent:** Tuesday, March 21, 2023 11:31 AM  
**To:** Karissa Stroshein <admin@kaslo.ca>; [REDACTED]  
**Subject:** Re: DVP-2023-02 Subdivision and variance application

To the Kaslo Council:

These are the reasons/concerns that we have and why we are opposed to this development.

- 1- We believe that a house on that property will devalue our house and property.
- 2- Our privacy will be affected with where the house/ property is situated.
- 3- We are worried about how their septic field will affect the banks and land between our property and their property.
- 4- We are concerned with the digging of a foundation and construction other buildings. We think it will weaken the land and banks right above our property and house.
- 5- They will be cutting down trees that stabilize the land/ banks that overlook our property. The lack of trees will diminish the stability of other trees.
- 6- Existing wildlife will be affected. There are many wildlife paths running north and south as well as east and west that will disappear.
- 7- The banks above us will be weakened and disturbed !!!!

Thanks

Bo and Sherry Bennett  
[REDACTED] C Avenue

Get [Outlook for Android](#)

---

**Subject:** Edward's Development (DVP-2023-02) Letter of Objection

**From:** Yvonne Bousfield [REDACTED]  
**Sent:** Sunday, April 2, 2023 1:13 PM  
**To:** Karissa Stroshein <admin@kaslo.ca>  
**Subject:** Edward's Development (DVP-2023-02) Letter of Objection

Yvonne Bousfield  
Box [REDACTED] "C" Ave.  
Kaslo B.C. V0G 1M0  
250-353-7794

April 2, 2023

Village of Kaslo  
Box 576  
Kaslo B.C. V0G 1M0

Attn: CAO Ian Dunlop, Mayor Suzan Hewat and Council

Dear Sirs/Madams:

Re: DVP-2023-02 Subdivision and variance application

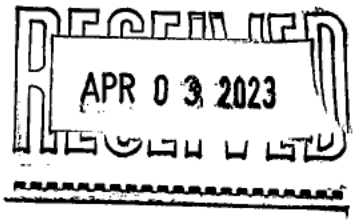
A Concerned: \* Resident and owner of [REDACTED] "C" Ave Kaslo B.C.  
\* Owner of rental property @ [REDACTED] "C" Ave Kaslo B.C.

I strongly support the objections made by the Bennett's and Holden's concerning their loss of privacy, weakening of the bank, loss of greenspace for wildlife etc. I am also very concerned that this development /dvp could set a precedent going forward that would impact my two properties. I have village greenspace directly beside my property at [REDACTED] "C" Ave and the Edwards own the property directly behind my rental house located at [REDACTED] "C" Ave (a section of which was formerly rail-trail).

I object to the proposed development for the above reasons.

Sincerely,

Yvonne Bousfield



Hand Delivered

April 3, 2023

CAO, Mayor & Council  
Village of Kaslo  
Box 576  
Kaslo, B.C.

Dear Sirs/Madams:

**RE: Edward's Development (DVP2023-02) Letter of Objection**

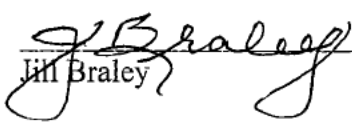
We would like to express our opposition regarding the Edwards DVP. Allowing that variance, will result in a highly visible, overbuilt structure, that will definitely take away from the charm of our neighborhood. As well, it will have a profound impact on the Bennett's and Holden's privacy. This all seems very unfair and unnecessary.

We also agree with the concerns of other neighbors who have expressed themselves in writing to council in this matter.

Regards,

  
\_\_\_\_\_  
Larry Braley

Box 1347  
Kaslo, B.C.

  
\_\_\_\_\_  
Jill Braley

Michael and Daria Holden

March 20, 2023

The Village of Kaslo  
PO Box 576  
Kaslo BC, V0G 1M0

Re: DVP-2023-02 Subdivision and variance application

Dear Sirs:

The purpose of this correspondence is to object to the subdivision and variance application referenced above. The reasons are set out below, but first we would like to provide you with some information about us.

Our family has had ties to this area since 1972 (up the lake - at Salisbury Creek). Daria's Mother has lived in Kaslo since 1999. We have been resident in Alberta until now but a few years ago we began looking for property in Kaslo and in December of 2021 we purchased the house and land at [REDACTED] C Avenue. That winter the heavy snow pushed the chimney over causing damage to the roof and the chimney all the way down to the ground floor. The construction repair was finally finished at the end of February 2023 and the house is now habitable. We are planning to move in this July after our 6 year old daughter finishes the school year at her current school in Alberta. She will start grade one in Kaslo in September.

We have several concerns about the proposed subdivision and variance.

1. It is a particularly bad location for reduction of the front yard setback. The path that school kids use that runs below the hospital feeds onto the street at the corner of B Avenue and Cross Street and the children walk down B Avenue to get to the school. In winter the snow plow pushes the snow from that corner up to and over the bank where the proposed building site is. It is the only way to keep the end of the path open to the street. Reducing the frontage setback will impair snow removal ability and further complicate the pedestrian and vehicle traffic situation at the corner creating heightened risk to pedestrians (school children in particular as they are often oblivious).

2. Parking: The OCP provides that driveways should be encouraged to be off of laneways to reduce parking on public boulevards. The Land Use Zoning bylaw requires that there be a minimum of 1 off street parking space per dwelling unit and sets out the required dimensions thereof. However there is no safe, reasonable access off B Avenue for off street parking at this site because of the path, the corner (intersection of B Avenue and Cross Street), the concrete barrier (which is there for a reason presumably), and the very steep bank. The narrow lot and steepness of the bank also make us question whether the dimensions for off street parking set out in the Land Use Zoning Bylaw could even be met. It seems like snow removal from the parking area would have to be over our back fence. Furthermore, if parking were to be on the

street it would force the school children off the edge of the road and onto the street on their way to school.

3. Because of the height and steepness of the bank on which it is proposed to build the house there will be a bird's eye view from the proposed house over our backyard and heretofore very private deck. The Land Use Zoning Bylaw limits the height of residential buildings to 10 meters. This proposed building would violate that in spirit if not in law.

4. We are generally concerned about any disturbance at the top of this steep bank. The trees and bushes currently growing there help to stabilize the bank and they would have to be removed for the house and for the off street parking. It will create greater risk of erosion onto the properties below.

We will bring some photos to the meeting (included below) to better show some of our concerns around location and the steepness of the bank.

Sincerely,



Daria and Michael Holden

View down to our deck:



The steep bank:





The Off Street Parking:

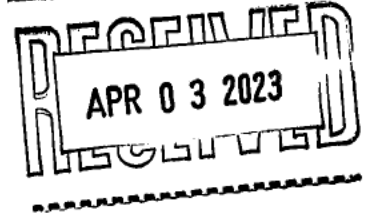






**Attention : Approving Officer, Ian Dunlop, Village of Kaslo**

The Village of Kaslo  
PO Box 576  
Kaslo BC, VOG 1M0



Dear sir,

re: Proposed development on Edwards property on B Avenue, Kaslo; DVP - 2023 - 02

As impacted parties, we wish to register our opposition to the above proposed development.

Our residence, [REDACTED] B Avenue, is immediately adjacent to the proposed development. Our concerns are as follows:

**1) Forest clearing**

Our residence is immediately downwind in the prevailing northwesterly wind direction. Accordingly, removal of trees to the west will disturb the natural community of the deciduous and coniferous trees (tall!) now growing on the former K & S rail bed. The removal may result in downwind trees getting uprooted by the blustery wind conditions that we do experience here. Falling trees on our lot could damage out-buildings on our property, and by domino effect, eventually our house. Moreover we'd lose the privacy shield which such trees do provide at this time between our dwelling and the proposed development.

**2) Snow removal**

Currently the area of the proposed development is used by the village snow removal crew for snow storage. Snow is pushed off B Avenue onto the rail bed at any point convenient to the plough crew. Much of the area would be lost with the development, exacerbating snow management along this area of B Avenue. This may also result in disproportionate amounts of snow being pushed off onto our property and against the woodshed.

**3) Septic field**

We understand that the development would also place the drainage field only 0.5 m from our property line, instead of the recommended 3 m. We are concerned that this would bring any upset odours or liquids closer & potentially onto our property. We may

protest this with IHA, if the development goes ahead, and septic approval is applied for.

Furthermore, once the proposed house is built, the southeast portion of the said lot with its septic field would be essentially "marooned" the associated dwelling blocking access from the west. This would necessitate that access for any major maintenance to the septic system or possibly the residence would have to be from the east and thus trespass across our property (unless it would go over the proposed retaining wall from B Ave).

#### 4) Proposed retaining wall toward B Ave

See 2nd photo to understand complexity and danger to our car parking spot off B Ave. Any such wall construction would have to angle off toward our property in order for the steep slope to remain stable.

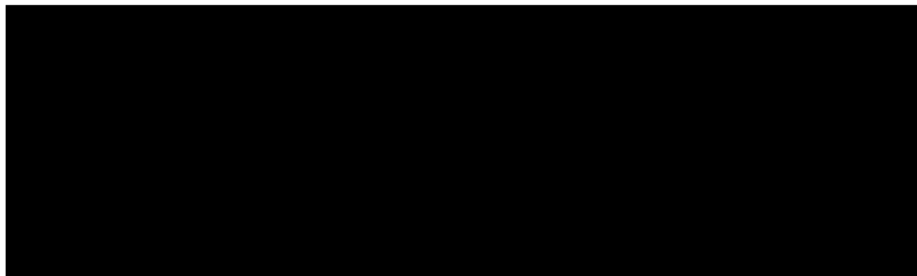
#### 5) Pedestrian traffic

A general concern is the pedestrian traffic on the gravelled south shoulder of B Ave. Building a dwelling on the lot west of ours will without doubt encourage parking on that gravelled shoulder thus sending pedestrians into harms way. B Avenue constitutes the major walking route for children & parents on their way to school.

We are very concerned that since there is no sidewalk, the reduced roadway width, caused by parked vehicles & potentially snow, put walking passersby, including unaccompanied children, at increased risk from vehicles.

Lastly, the former K & S rail bed is a *wildlife corridor* (not only deer, also bears) moving about in Upper Kaslo and the slope down to Kaslo River.

Yours truly

Regula Hirzel & Reinhard Maag  




Trees to the west of our property which would all be lost to site clearing and thus expose a new and weak forest edge on our property (small flag centre right marks boundary).



Car parking off the shoulder of B Ave; a retaining wall in the planned development (left of small flag) would require appropriate adjustments toward our property, so as not to compromise the location where we park (and again! This spot is off the gravelled shoulder of B Avenue).



General situation (panorama with 4 photos) along B Ave with vehicle parked off B Ave shoulder. Can three image is roughly lot boundary. Note the tall conifers left of the lot boundary which northwesterly storms could uproot and toss onto our woodshed.

**DAVID RUSSELL**

**Kaslo, BC V0G 1M0**

March 26, 2023

Village of Kaslo  
P.O. Box # 576  
Kaslo, BC V0G-1M0

**Attn: CAO Ian Dunlop, Mayor Suzan Hewat, Councils**

Dear Sirs/Madams:

**RE: DVP – 2023 – 02**

**Concerns: (1) Residents & Owners of [REDACTED] 'C' Avenue, Kaslo  
(2) Owners of rental property @ [REDACTED] 'C' Avenue, Kaslo**

---

Although we are “second-row” neighbors in relation to the Edwards property, we believe we are impacted parties with respect to the proposed development.

The reason for this viewpoint is that the proposed residence would be significantly elevated relative to the whole of the local community of lower “C” Avenue. This therefore would be visible and impactful to a number of neighbors, including ourselves, beyond the “first row” neighbors.

We strongly support the objections made by the “first-row” Bennett’s and Holden’s concerning loss of privacy amongst several other issues brought forth. Our personal impacts would be more from the standpoint of an “eyesore” on the horizon and more importantly, loss of greenspace both of which we believe devalues the properties.

Please register this letter as a very strong objection to the proposed development.

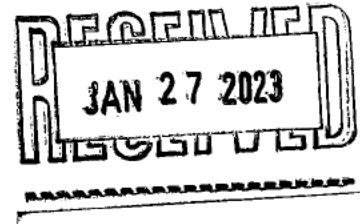
Thanks for your consideration.

Yours truly,

[REDACTED]

David Russell and Mabel Russell

Leah Honkanen



27th January, 2023

**Mayor and Council**

Village of Kaslo  
PO Box 576  
Kaslo, BC V0G 1M0

Dear Mayor Hewat and Village Councillors,

Re: Proposed Subdivision of PID 016-278-488 with a Development Variance Permit for the Northerly part of Parcel Z.

I, Leah Honkanen, am representing my mother, Margaret Irene Edwards of 515 -6th Street Kaslo, and the owner of

**PARCEL Z (see K2851) BLOCK 11 DL 208 KOOTENAY  
DISTRICT PLAN 559 Except Plan 9948 and NEP 85487**

This discontinuous parcel is part of the former Kaslo & Slocan Railway right-of-way purchased by my parents I believe in the early 1970's. Parcel A, Plan 9948 between these two pieces was created in 1976 when it was sold to a neighbour. The southerly part of Parcel Z was further reduced in 2007 when a sliver was sold to the neighbour on Lot 1 to the west.

Both parts are irregular shapes. The north piece is 573 m<sup>2</sup> and the south piece is 586 m<sup>2</sup>. Each piece meets the minimum lot size for a single-family dwelling (Zoning Bylaw 1130).

My mother wishes to subdivide Parcel Z in order to correctly merge the southerly portion which contains outbuildings for 515 Sixth Street, with all the lots comprising 515 Sixth Street (Lots 55-60). This would satisfy Land Use Bylaw 1130 which does not allow an accessory structure to be located on its own lot.

The northerly part of Parcel Z (B Avenue frontage) could meet the single-family dwelling zoning requirements for R-1 except for the front yard setback due to the shallow depth of the lot. A preliminary review of the proposed subdivision has been completed by CAO Ian Dunlop.

Subdivision of this parcel meets the purposes and objectives of the Official Community Plan. By developing this vacant lot, with accessible services, it creates an opportunity to meet current and future housing needs within the village. This would increase the village tax base and provide an affordable lot for a small single-family dwelling. The lot is ideally situated between the hospital and the school.



---

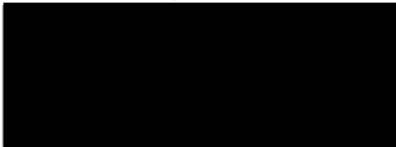
A report and sketch plan has been prepared by D.T. Russell of T.W, Developments Inc. a Registered Onsite Wastewater Practitioner and Professional under the BC Sewerage System Regulations. His report confirms the suitability of the ground and site for the discharge field provided that the system is constructed to certain specifications. The engineer's report recommends a variance to allow 1 meter setback from the front property line to accommodate a 2-bedroom house and septic disposal field. The slope near the rear of the property is steep making this variance necessary.

The proposed subdivision creates one new residential lot in an area already serviced by municipal infrastructure. Municipal water service is available on B Avenue and appropriate steps will be taken to tie-in when needed. Fortis electrical service is present on B Avenue as well. The application process with Fortis is underway. The street meets the minimum standard required under the Subdivision Servicing Bylaw, and allows a driveway entrance from B Avenue near the west end of the lot.

The development of this new residential lot is not expected to incur any long term negative effects on the neighbouring homes. The current trees on the property are mostly shrubby maple, poplar, cottonwood and small Douglas Fir. As the lot steps down from B Avenue, neighbouring views will not be highly affected.

In order to make this lot available for a single-family dwelling within the municipality, please consider this application for a Development Variance Permit to the front yard setback to reduce the requirements that are necessary to enable building a single-family house on the property.

Sincerely,

A solid black rectangular box redacting the signature of Leah Honkanen.

Leah Honkanen

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: March 23, 2023

SUBJECT: Kaslo Baseball Association Requests – Insurance, Service Provider Agreement, Sponsorship

**PURPOSE:** To consider the Kaslo Baseball Association’s requests related to the delivery of baseball programming for residents in 2023.

**OPTIONS:**

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

1. **Work towards a service provider agreement and temporary signage but do not provide insurance. Staff will work out details with the group and bring the matter back to Council for approval.**
2. Accommodate all requests. *Staff will prepare amendments to the Sign Bylaw and MIABC Associate Member policy.*
3. Deny all requests. *The group will be advised of Council’s decision.*
4. Refer back to staff for further review and report.

**RECOMMENDATION:**

THAT the Kaslo Baseball Association be advised that they do not meet the Village’s requirements for MIABC Associate Membership; and

THAT staff is directed to work with the Kaslo Baseball Association to develop a Service Provider Agreement for Council’s consideration; and

THAT the request to install advertising banners on the ballfield fence for the season be denied and staff is directed to work with the Kaslo Baseball Association to see if an alternative proposal for temporary sponsor signage can be brought forward for Council’s consideration.

**ANALYSIS:**

- A. **Background:** In 2022, the Village of Kaslo entered into a Service Provider Agreement with the Kaslo Baseball and Softball Association to deliver youth and adult programming in Murray Pearson Ball Park. As a result of this arrangement, the Village was able to sponsor the Kaslo Baseball & Softball Association as an Associate Member of the Municipal Insurance Association of BC, and the group was able to obtain very affordable liability insurance. This was a trial arrangement that expired on December 31, 2022.

The Kaslo Baseball association appeared as a delegation at the 2023.03.14 Regular Meeting, seeking a continuation of the arrangement.

- B. **Discussion:** There are three separate requests that have been made by the Kaslo Baseball Association which are addressed individually:

1. Request for Insurance

The MIABC Associate Member Criteria Policy was adopted by Council at the 2023.02.28 Regular Meeting. The Kaslo Baseball Association does not meet the criteria established by the policy, as they have not demonstrated compliance with the practices, procedures and

policies of the Village, and they collect sensitive personal information (such as age) for their participants.

At the 2023.02.28 Regular Meeting, Council awarded a municipal grant of \$500 to the group to offset their insurance costs.

2. Request for a Service Provider Agreement

Entering into a Service Provider Agreement with the Kaslo Baseball Association would allow the group to use Murray Pearson Ball Park for their regular activities (practices and games) without paying the rental fee of \$30/day, as was done in 2022. The group has invested a significant amount of volunteer time and effort to improving the facility and this arrangement will recognize their contributions. Regular ball-field rental fees will still apply for tournaments involving out-of-town teams and for other groups that have not assisted with the development of the facility. Staff can work with the Kaslo Baseball Association to develop a Service Provider Agreement for Council's consideration that clearly outlines the responsibilities and expectations for each party.

3. Request for Sponsor Signage

Regulations established by Sign Bylaw 1104 govern the permitted type and placement of signage. Advertising signs are not permitted on fences in the Park & Open Space zone, however there is an exception available for temporary signs authorized by Council resolution. The intent of that exception is for special events, such as tournaments or in conjunction with May Days, for example, which are shorter duration than the months-long ball season. Staff can work with the Kaslo Baseball Association to see if a more appropriate proposal for sponsor recognition signage can be brought forward for Council's consideration. For comparison, sponsor signs in the arena are indoors and thereby exempt from the bylaw regulations.

C. **Attachments:**

- 2023.04.17 email from Kaslo Baseball Association
- MIABC Associate Member Criteria Policy
- Sign Bylaw 1104 (2011)
- Correspondence dated 2023.03.21 from A. Malik

D. **Financial Implications:** There are no direct costs associated with the requests, beyond the staff time required to develop and administer the agreements. It is estimated that a minimum of 20 hours of senior staff time will be required.

E. **Corporate Priority:** Fostering inclusive recreational activities available for residents of all ages and abilities, and partnering with community organizations to provide appropriate recreational programs and gardens and maintain facilities for the benefit of the residents of Kaslo and surrounding area, are in Section 8 of the OCP.

F. **Communication Strategy:** Council's decision will be communicated to the group.

CAO Approval: 2023.03.24

---

**Subject:** Insurance. Service agreement. Sponsors

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

From: Jo Davie

Sent: Friday, March 17, 2023 1:58 PM

To: Karissa Stroshein <admin@kaslo.ca>

Subject: Insurance. Service agreement. Sponsors

Hey village,

The Kaslo Baseball Association is requesting insurance for the year, to sign a service agreement, and to allow sponsors to hang signs on the fence. We will be proving a plan for the dugouts at the next council meeting.

See you then and thank you!



---

POLICY TITLE: MIABC Associate Member Criteria

EFFECTIVE DATE: 2023.02.28

RESOLUTION #: 57/2023

---

**POLICY STATEMENT:** Organizations delivering services on behalf of the Village of Kaslo may apply to be designated as an Associate Member and obtain liability coverage through the Village of Kaslo from the Municipal Insurance Association of BC, provided that they meet the established criteria. All applications are subject to the approval of the Municipal Insurance Association of BC, as well as the Council of the Village of Kaslo.

**POLICY SCOPE:** The policy will apply to all organizations that are seeking Associate Member status with MIABC through the Village of Kaslo. The following groups are excluded from the policy, as they are already designated as Associate Members through the Village of Kaslo:

- Kootenay Lake Historical Society
- Kaslo Outdoor Trails and Recreation Society
- Kaslo Community Garden Society

**POLICY PURPOSE:** The purpose of the policy is twofold:

- To ensure that access to affordable liability insurance through the MIABC Associate Membership program is equitable and fair.
- To ensure that the Village has the capacity to adequately mitigate liability risk, limiting the impact of possible claims and associated premium increases on the taxpayer.

### DEFINITIONS:

**Associate Member** means an approved participant in the Village's coverage through the MIABC Liability Protection Agreement

**Liability Protection Agreement** means the liability insurance coverage available to the Village of Kaslo through MIABC

**MIABC** means the Municipal Insurance Association of British Columbia

**Service Provider Agreement** means the standard form Service Provider Agreement provided by MIABC

**Village** means the Village of Kaslo

### ELIGIBILITY CRITERIA:

1. Organizations must be delivering services on behalf of the Village of Kaslo. A Service Provider Agreement is required.
2. Membership in the organization must be open to the general public. Participation in programs delivered by the organization must be available to the general public.
3. Organizations must be in good standing with the Village of Kaslo, and other regulatory bodies.
4. Organizations must be able to demonstrate compliance with the practices, procedures and policies of the Village.

5. Organizations must not be collecting personal information, beyond basic contact information, for their members or event participants. Collection of sensitive personal information is not permitted.

**PROCEDURE:**

1. Applicants must submit a letter of request to the Council of the Village of Kaslo, requesting designation as an Associate Member.
2. Applicants must sign a Service Provider Agreement with the Village.
3. A Council resolution is required.
4. Approval from MIABC is required.
5. The applicant may be required to cover the additional premium cost associated with Associate Member coverage.

# VILLAGE OF KASLO

## BYLAW 1104

---

### A BYLAW TO REGULATE SIGNS WITHIN THE VILLAGE OF KASLO

---

WHEREAS Sections 8(4) and 65 of the Community Charter provides that a local government may, by bylaw, regulate the erection, placing, alteration, maintenance, demolition and removal of signs, sign boards, advertisements, advertising devices and structures;

AND WHEREAS the Council considers it necessary and in the public interest to regulate signs in the Village of Kaslo;

NOW THEREFORE the Council of the Village of Kaslo enacts as follows:

1. This bylaw may be cited for all purposes as the “Sign Bylaw” .

#### Interpretation

2. For the purpose of this Bylaw, unless the context other requires, the following definitions shall apply:

“advertising sign” means a sign advertising a product, a commodity, a business, or event of a commercial nature;

“area” in relation to the a sign means the total surface area of a sign exclusive of frame work and supporting structure and, in the case of a double-faced sign, means the area of one face only;

“awning” means a temporary shelter supported entirely from the exterior wall of a building and composed of non- rigid materials except for the supporting framework;

“backlit sign” means a sign composed of a translucent material lit from behind in the case of a single-sided sign, or from within in the case of a double or multiple-sided sign;

“banner sign” means a temporary sign composed of lightweight material mounted or suspended so as to allow movement of the sign caused by air currents;

“Building Bylaw” means the Building Bylaw of the Village of Kaslo;

“building frontage” means the linear length of a building facing a street;

“Building Inspector” means the person or person authorized by Council to administer the Building Bylaw;

“canopy” means a permanent roof- like shelter extending from part or all of the building face, and constructed of one or more durable materials;

“CAO” means the Chief Administrative Officer of the Village of Kaslo;

“community activity sign” means a sign indicating that a community activity is about to be, or is being, carried on;

“community information sign” means a sign, or a group of signs at a single location designated as a community information stop, providing information on attractions, services, and facilities available in the community and surrounding area, and includes a community entrance or welcome sign;

“Council” means the municipal council of the Village of Kaslo;

“directional sign” means a sign which serves solely to designate the location of direction of any place or area;

“directory sign” means a sign listing religious activities, service club activities, and other similar community activities;

“externally illuminated sign” means a sign lit by a spotlight;

“facia sign” means a sign displayed on the surface of a building, or attached to the building with the sign parallel to the building wall;

“flashing sign” means a sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation or an externally-mounted intermittent light source;

“free standing sign” means a sign which is not connected in any way to a building, and is self supporting;

“home occupation sign” means a sign identifying a use which is accessory to a residential use and permitted as a home occupation under the Land Use Bylaw;

“Land Use Bylaw” means the Land Use Bylaw of the Village of Kaslo;

“Municipality” means the Village of Kaslo;



“owner” means the registered owner of real property on which a sign is located, or the owner or lessee of a sign or his authorized representative;

“political sign” means a sign erected to promote voting at an election for a particular candidate or in support of, or opposition to, a particular party or issue;

“prohibition sign” means a sign indicating a prohibition or penalty respecting the property on which it is located;

“projecting sign” means a sign projecting at an angle from a building or structure and attached to the building or structure or to a canopy or awning;

“public building sign” means a sign located on the property of a public building, including a church, library or school, and indicating thereon only the name of the building and the activities pertaining to that building;

“real estate sign” means a sign indicating only that the property on which it is located is for sale or rent, or has been sold or rented;

“scenic route sign” means a standardized blue and white sign erected by the Ministry of Transportation and Infrastructure and designed to aid motorists who wish to follow a designated scenic route;

“service and attraction sign” means a standardized blue and white sign erected by the Ministry of Transportation and Infrastructure and designed to direct motorists to specific tourist services, facilities and attractions; or any sign erected or authorized by the Village for the purpose of directing the public to specific services or historic or other attractions;

“sign” means any visual representation or attention drawing device which communicates information or advertising for any purposes, displayed out of doors or on the exterior of a building, but does not include a traffic control device;

“street” means and includes streets, roads, lanes, sidewalks, public squares, boulevard and rights-of-way open to the public;

“temporary sign” means a sign which is not permanently affixed, and includes banner signs, pennants, portable and wheeled signs, sandwich board signs, sidewalk or curb signs, and balloons or other air or gas filled figures which exceed 2 metres in any dimension other than circumference;

“third party sign” means a sign

- (a) whether on a billboard or other structure primarily intended for the display of advertising, or upon the exterior of a building, wall, fence or other structure primarily intended for other purposes; and
- (b) which advertises other than the occupants of the premises or the goods and services available on the premises of which the sign is displayed;

“tourist area sign” or “tourist region sign” means a sign erected to identify entry points into designated tourist areas or regions within the Province of B.C.;

“Travel Info sign” or “Travel InfoCentre sign” means a sign indicating the location of information of interest to travellers or the location of a travel information centre which provides information to travellers, and includes advance warning signs for travel information or a travel information centre;

“warning sign” means a sign erected by a public authority and indicating a danger or hazard; and

“zone” means one of the zones into which the Municipality is divided under the Land Use Bylaw.

#### Application and Administration

3. (1) The provisions of this Bylaw shall apply to the whole of the area within the boundaries of the Municipality.
- (2) No sign shall hereafter be erected, place, altered or moved unless in conformity with this Bylaw.
- (3) Nothing in this Bylaw shall be interpreted as relieving any person from complying with the provisions of any other bylaw of the Municipality.
- (4) Notwithstanding anything herein to the contrary, where the Municipality has established a development permit area under Section 919.1 of the *Local Government Act*, any condition with respect to the type, size, or placement of signs which is included in a development permit issued under Section 920 of the *Act* shall apply in place of the requirements set out in the Bylaw.
- (5) The CAO, or such other person as may be appointed by Council resolution to administer this Bylaw,

- (a) shall keep records of applications received, permit fees paid, sign permits issued, and such other records as he may deem necessary in relation to this Bylaw,
  - (b) shall issue permits when, to the best of his knowledge, the proposed sign complies with the requirements of this and any other applicable bylaws, and
  - (c) may revoke any permit where there is a violation of any condition under which the permit was issued, or a violation of this or any other relevant bylaw.
- (6) The CAO or the Building Inspector may
- (a) enter, at all reasonable times, upon any property on which a sign is being, or has been, erected where the sign is subject to the provisions of this Bylaw, and
  - (b) direct the immediate cessation or correction of all or any portion of the work relating to the erection or placement of a sign whenever such work is to the best of the his knowledge not in conformance with the provisions of this Bylaw.

Exemptions

4. The following signs are exempt from the provisions of this Bylaw:
- (a) signs painted on an awning;
  - (b) temporary signs authorized by Council resolution;
  - (c) signs displayed within a building or structure, except as provided for in subsection 5(4);
  - (d) signs owned or leased by the Municipality for its own purposes;
  - (e) traffic control signs as defined in the Motor Vehicle Act;
  - (f) signs required to be posted and maintained by any municipal bylaw or Federal or Provincial statute or regulation;
  - (g) signs relating to construction which are located on the land on which the construction is currently being carried on;

- (h) real estate signs not exceeding 1.0 square metre in area;
- (i) third party signs on benches located on public lands where the design and location of the bench has been approved by the Municipality, and where the sign is displayed on the face of the backrest of the bench only and does not exceed 2.5 metres in length or 0.7 metres in height;
- (j) memorial plaques, cornerstones, historical tablets, and similar signs;
- (k) on-site directional signs, not exceeding 1.0 square metres in area, intended to facilitate the movement of pedestrians and vehicles on which such signs are located;
- (l) emblems or insignia of any nation, province or territory of Canada, or of any political, civic, philanthropic, cultural, educational or religious organization;
- (m) house numbers and name plates not exceeding 0.3 square metres in area for each dwelling unit;
- (n) signs advertising garage sales or yard sales, provided such signs do not exceed 1.0 square metre in area, and are located on the premises on which the sale is to take place or is taking place; and
- (o) notice or bulletin boards not exceeding 2.0 square metres in area for medical, public, charitable or religious institutions where the same are located on the premises of the said institution.

### **Prohibitions**

- 5. (1) Except as provided elsewhere in this bylaw, the following are prohibited:
  - (a) flashing signs;
  - (b) signs located on the roof of a building, or which are attached to a building and project above the highest point of the roof of that building;
  - (c) signs in residential zones as identified in the Land Use Bylaw;

- (d) signs erected on or over Municipally owned property, or a highway under the jurisdiction of the Municipality, where such signs are not either erected by the Village or authorized by Council resolution; and
  - (e) backlit signs.
- (2) No person shall post or exhibit placards, playbills, advertising signs, writings or pictures on walls, fences, trees, electric power or telephone poles, street light standards, or on any other similar structures on or adjacent to a highway or public place.
  - (3) No sign shall be erected which, in the opinion of the CAO, by reason of its size, location, movement, content, coloring or manner of illumination, might reasonably be confused with or construed as a traffic control device, or the light of an emergency or road equipment vehicle, or which would interfere with the safe and efficient movement of vehicular or pedestrian traffic or the visibility of any traffic control device.
  - (4) No third party signs shall be permitted in residential zones except as provided for in clause (h) of Section 4. Notwithstanding the definition of a third party sign in section 2, where a sign in excess of 1.0 square metres is located within a building or structure, or on the interior of a fence, in such manner that the sign is intended to be read from off of the premises on which the sign is located, if such sign advertised other than the occupants of the premises or the goods and services available on the premises on which the sign is displayed, it shall be deemed to be a third party sign for the purposes of this bylaw.
  - (5) No person shall park any unlicensed or inoperable vehicle or trailer so as to be visible from a street or public property, if the basic purpose of the vehicle or trailer is to advertise products, services, or events located on the same or nearby property or any other premises. This clause shall not be interpreted so as to prohibit any advertising or other sign which is attached to or painted on a licensed motor vehicle and is incidental to the use and operation of that vehicle.

### **General Requirements**

- 6. (1) The signs described therein shall conform to the requirements set out in the following table.

Sign	Maximum area in sq.metres	Permitted Zones	Permitted Type
Advertising	10.0	Commercial Industrial	Facia, free standing or projecting
Community activity	2.0	All zones	Facia or free standing
Community information	None	All zones	Free standing
Directional	0.4	All zones	Free standing
Directory	6.0	All zones	Free standing
Home occupation	0.4	Residential	Facia or free standing
Political	6.0	Residential Commercial Industrial	Facia or free standing
Prohibition	0.6	All zones	Facia or free standing
Public building	2.0	All zones	Facia or free standing
Real estate	3.0	All zones	Facia or free standing
Scenic route	None	All zones	Free standing
Service & attraction	None	All zones	Free standing
Tourist area/region	None	All zones	Free standing
Travel info/infoCentre	None	All zones	Free standing
Warning	2.0	All zones	Facia, free standing or projecting

7. (2) No person shall erect any of the following signs without first obtaining a sign permit pursuant to the bylaw:
- (a) a projecting sign exceeding 0.2 square metres in area,
  - (b) a facia sign or free standing sign exceeding 3.0 square metres in area.
- (3) Notwithstanding subsection (2), where a sign permitted by this Bylaw constitutes a structure requiring a permit under the building Bylaw, a sign permit shall not be required in addition to the building permit.
- (4) Signs and sign structures shall be designed and constructed as provided for in this Bylaw, and in accordance with the Building Bylaw to resist wind and seismic and dead loads.

- (5) Canopy Signs
  - (a) A sign attached to the underside of a canopy, roof overhang, or similar structure shall have a minimum vertical clearance of 2.6 metres from the adjacent street level.
  - (b) a sign affixed to a canopy face shall not extend beyond the horizontal or vertical face of the canopy, and shall not project more than 0.3 metres from the said face.
- (6) Facia Signs
  - (a) Facia signs attached to a building wall shall not extend beyond the horizontal or vertical face of the wall, and shall not project more than 0.3 metres from the said wall.
  - (b) The total area of a facia sign or signs shall not exceed a ratio of 1 square metre for each 2 metres of building frontage on the street on which the sign or signs face.
- (7) The height of a free standing sign shall not exceed the lesser of:
  - (a) the maximum building height permitted under the Land Use Bylaw within the zone in which the sign is located; or
  - (b) 12.0 metres from the adjacent ground level.
- (8) Illuminated signs shall be connected to an electrical circuit on the premises on which the signs are located, and all electrical installations shall be approved by the Building and Safety Standards Branch of the Province of British Columbia.
- (9) Political signs shall not be located on any highway or other public lands, shall not be erected more than 45 days prior to the election to which they relate, and shall be removed within 7 days after the election. The organization or candidate on behalf of whom such signs have been erected shall be responsible for their removal.
- (10) Projecting signs shall not extend beyond the property line except in commercial zones where an overhang not exceeding 1.0 metres is permitted onto a street, providing the projection is structurally sound, the overhang has a minimum vertical clearance of 2.6 metres from the adjacent street level, and the sign is not higher than the roof line of the building or the structure to which it is attached.

**Responsibilities of Owners**

8. (1) No owner or other person shall commence the installation, nor authorize or permit the installation, of a sign unless any permit required by this Bylaw or Building Bylaw has first been obtained.
- (2) Every owner shall ensure the removal of any sign erected on his property when the purpose of the sign or the message thereon is no longer applicable.
- (3) Every owner shall ensure that all signs erected on his property are constructed and maintained in a safe and secure manner to avoid the risk of injury to any person or damage to any property.
- (4) Neither the granting of a sign permit, nor the acceptance of plans and specification, or any inspection which may be made by the Building Inspector, shall relieve the owner from responsibility for fully complying with the requirements of this Bylaw, the Building Bylaw if applicable, and any conditions attached to the sign permit.

**Application for Sign Permit**

9. (1) An application for sign permit shall be completed on the form attached hereto as Schedule A and forming a part of this Bylaw, and shall be accompanied by a permit fee of \$20.00.
- (2) In addition to the information on the application form and any requirements of the Building Bylaw, the applicant shall provide a sketch plan of the proposed sign including the text or other material to be included in the sign message.

**Sign Permits**

10. (1) Where the CAO is satisfied that an application for a sign permit, and the proposed sign, complies with the requirements of the Bylaw and any other applicable bylaw and the permit fee has been paid, the CAO shall issue a sign permit in the form prescribed in Schedule A.
- (2) A sign permit is void if construction of the sign is not completed within 6 months of the date on which the permit was issued.



**Removal of Signs**

11. (1) Council may, in accordance with Section 65 of the Community Charter, authorize the removal of a sign which contravenes the Bylaw, or which Council believes in an unsafe condition, and shall provide for 30 days' notice of the contemplated action to be given the owner, tenant or occupier of the property on which the sign is located.
- (2) Council may, in accordance with Section 250 of the Community Charter, by resolution direct and order the removal of a sign which the Council believes is so dilapidated as to be offensive to the community, and the order may provide that, in case of default by the owner, agent, lessee or occupier to comply with the order within the period named in it, the Municipality may enter and remove the sign at the expense of the person defaulting, and may further order that the charges for doing so, if unpaid on December 31 in any year, shall be added to and form part of the taxes payable on the land as taxes in arrears.

**Offences and Penalties**

12. Every person who
  - (a) violates any provision of this Bylaw, or
  - (b) causes, suffers, or permits any act or thing to be done in contravention or in violation of any provision of this Bylaw, or
  - (c) neglects or refrains from doing anything required to be done by any provision of the Bylaw, or
  - (d) fails to comply with any order, directive or notice given under this Bylaw, is guilty of an offence under this Bylaw and, upon summary conviction, is liable to a fine of not more than \$2,000.

**Effective Date of Bylaw**

13. Bylaw 811, Sign Bylaw, is hereby repealed.
14. This Bylaw shall come into full force and effect upon adoption.

READ A FIRST TIME this 12<sup>th</sup> day of April, 2011.

READ A SECOND TIME this 12<sup>th</sup> day of April, 2011.

READ A THIRD TIME this 12<sup>th</sup> day of April, 2011.

RECONSIDERED AND FINALLY ADOPTED this 26 day of April, 2011.

1. Name of applicant: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Mailing address: \_\_\_\_\_
  
2. Location of sign (street address or description): \_\_\_\_\_  
 \_\_\_\_\_
  
3. Type of sign:          Projecting              Facia            
                                  Free standing           Illuminated
  
4. Area of sign in square metres \_\_\_\_\_.
  
5. Sign will project:          \_\_\_\_\_ metres beyond the building face  
     \_\_\_\_\_ metres beyond the property line.
  
6. Vertical clearance from bottom of sign to street level will be \_\_\_\_\_ metres.
  
7. Height of free standing sign: \_\_\_\_\_ metres.

Date: \_\_\_\_\_  
     \_\_\_\_\_  
     Signature of Applicant

**NOTE:**          **A sketch plan of the proposed sign, including the text or other material to be included in the sign message, must be provide on Page 2 of this form.**

SKETCH PLAN OF PROPOSED SIGN (including the text or other material to be  
included in the sign message)

---

(for Village use only below this line)

**SIGN PERMIT**

This permit is issued on the basis of the information provided in the application and accompanying sketch plan, and on the condition that the proposed sign will comply with all requirements of the Sign Bylaw and any applicable requirement of the Building Bylaw.

Receipt of the \$20.00 permit fee is acknowledged, and this permit is issued on \_\_\_\_\_,  
20\_\_\_\_.

**TABLE OF METRIC AND IMPERIAL MEASUREMENTS**

**(Note: This table is provided solely as a convenience to users in converting the metric measurements in Bylaw 1104 to approximate Imperial equivalents.)**

**Square Metres to Square Feet**

0.1 square metres	=	1.1 square feet
0.2 square metres	=	2.1 square feet
0.3 square metres	=	3.2 square feet
0.4 square metres	=	4.3 square feet
0.5 square metres	=	5.4 square feet
0.6 square metres	=	6.5 square feet
0.7 square metres	=	7.5 square feet
0.8 square metres	=	8.6 square feet
0.9 square metres	=	9.7 square feet
1.0 square metres	=	10.8 square feet
2.0 square metres	=	21.5 square feet
3.0 square metres	=	32.3 square feet
4.0 square metres	=	43.0 square feet
5.0 square metres	=	53.8 square feet
6.0 square metres	=	64.6 square feet
7.0 square metres	=	75.3 square feet
8.0 square metres	=	86.1 square feet
9.0 square metres	=	96.9 square feet
10.0 square metres	=	107.6 square feet

**Metres to Inches and Feet**

0.3 metres	=	11.8 inches
0.7 metres	=	2.3 feet
1.0 metres	=	3.3 feet
2.0 metres	=	6.6 feet
2.5 metres	=	8.2 feet
2.6 metres	=	8.5 feet
12.0 metres	=	39.4 feet

---

**Subject:** Baseball Field Perimeter Fence Advertising

**From:** The Maliks

**Sent:** March 21, 2023 11:41 AM

**To:** Ian Dunlop (CAO Kaslo) <[cao@kaslo.ca](mailto:cao@kaslo.ca)>; Catherine Allaway <[allaway@kaslo.ca](mailto:allaway@kaslo.ca)>

**Subject:** Baseball Field Perimeter Fence Advertising

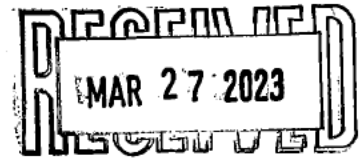
Further to the delegation request for advertising signs on the baseball field perimeter fence:

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

Advertising at any height on the baseball field perimeter fence will impair the visual landscape. Bylaw 1104 also states that advertising signs are permitted in Commercial and Industrial zones. The baseball field is within a Park and Open Space zone and is immediately adjacent to a Residential zone.

For your consideration,

Anne Malik



March 27, 2023

Re: Possibility of Signage on Fence at Kaslo's Murray Pearson Ballpark

Dear Mayor Hewat and Village of Kaslo council members:

It has come to our attention that the baseball association is thinking of getting permission to have advertising/signage placed along the frost fence around the ballpark!

We live on 2nd street directly facing the ballpark. We want to inform you that **we are absolutely opposed any type of advertising being placed along the ballpark fence.** We know several of our neighbours feel the same way.

Any signage placed along on the fence:

- a) Would definitely impede our views of the ball games (which we do enjoy watching from our porch), also, any other activities happening in the park, and certainly our view of the lake.
- b) Would be downright unattractive and ugly and not in keeping with the look and atmosphere of Kaslo in general.

Since the frost fence went in last year, on all four sides of the park yet, a few of us now jokingly refer to the park as "the prison yard".

We never thought to complain when it was being installed, because we realized that it (more or less) served a practical purpose.

However, even with the fence in place, we still got lots of balls hitting our house, or landing in the yard or in the hedge.

There are other options to raise funds.

Perhaps small plaques, that businesses or private citizens could sponsor, could be placed on the walls of the dugouts - similar to the small ones on the sides of the Unity Bridge.

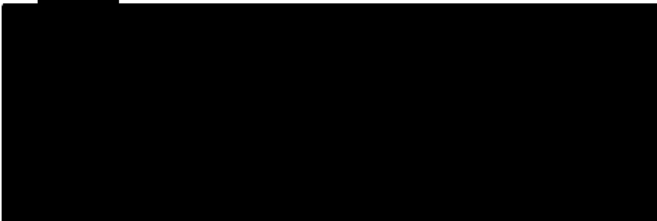
[As an important aside: Would advertising signage ever even have been considered for the sides of the Unity or Trailblazers' Bridges? Or, on the fence at Legacy Park beside City Hall? Or, on the fence behind the public washrooms and stage at Front Street Park? Or, along the fence by the SS Moyie?

For certain, absolutely not].

Village council must listen to the views and valid concerns of residents who oppose any sort of advertising being placed on the fence surrounding the ballpark.

Erwin & Ursula Poettcker

2nd street

A large black rectangular redaction box covers the bottom portion of the letter, obscuring the sender's full address and contact information.

**From:** [nathan thomson](#)  
**To:** [Ian Dunlop \(CAO Kaslo\)](#); [Catherine Allaway](#)  
**Subject:** Kaslo baseball and softball association  
**Date:** April 7, 2023 5:06:21 PM

---

Kaslo Village and Council,

We are writing on behalf of the Kaslo Baseball & Softball Association.

We would like to formally request the following:

1. A service agreement waiving the \$30 usage fee for use of the field for KBSA as well as providing access to the concession stand during games and practices. We would like to highlight that all food products are donated by local businesses and 100% of the profits go back to the KBSA.
2. We would like to formally withdraw our request for insurance through MIABC and instead request a grant in aid for insurance totalling \$1000 (\$100/ team X 10 teams). We are thankful for the grant we have received for Youth Baseball insurance.
3. We would like to request a temporary signage allowance for the months of April, May, June and July to thoughtfully hang sponsorship banners. We would like to work with the village and community members to ensure that these banners do not obstruct anyones views, or affect any local homeowners by placing these banners in areas that are mutually agreeable to all parties involved. We will consult with the chamber of commerce to determine interest in sponsoring banners by local businesses.

We thank you for your consideration of these important items and look forward to a prompt response.

Jo Davie, Josh Noble, Breanna Tate, Nathan Thomson  
Kaslo Baseball & Softball Association

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: April 6, 2023

SUBJECT: Chamber of Commerce May Days Requests

**PURPOSE:** To consider approving requests related to proposed 2023 May Days activities.

**OPTIONS:**

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

1. **Approve the requests. *Event preparations will proceed as presented.***
2. Approve some but not all of the requests. *Alternate arrangements will be required. Some elements may not proceed as planned.*
3. Do not approve the requests. *The event organizers will be advised.*
4. Refer back to staff for further review and report.

**RECOMMENDATION:**

See recommendations for individual items below

**ANALYSIS:**

- A. **Background:** The Chamber of Commerce organizes the annual May Days events, which take place at municipally-owned venues across the community over the May long weekend (May 20-22, 2023). The Village has historically supported these activities through grants-in-aid and in-kind contributions. Council resolutions are required to approve many of the requests.
- B. **Discussion:** The requests being made by the Chamber of Commerce are largely unchanged from prior May Days events. Fees are being charged in accordance with Village's Fees & Charges Bylaw. Details regarding specific requests are addressed below:

**Community Event Business Licences**

**Recommendation:** THAT the Village provide a grant-in-aid to the Chamber of Commerce to offset the cost of obtaining Community Event Business Licences for vendors at the 2023 May Days events.

**Discussion:** Fees established by bylaw must apply to all organizations and can not be waived by resolution. Council can provide a grant-in-aid to the Chamber of Commerce to cover the cost of these expenses. The licensing requirements for vendors at community events such as May Days were adopted in December 2022 and came into effect in January 2023. The event organizers were unaware of these provisions, although the Fees & Charges bylaw is available on the Village's website. A one-time grant-in-aid is recommended to cover this cost for 2023.

**Use of Vimy Park, Logger Sports Grounds, Front Street Park, Ball Field**

**Recommendation:** THAT the Village provide a grant-in-aid to the Chamber of Commerce to offset the cost of renting Vimy Park, the Logger Sports Grounds, Murray Pearson Ball Field and Front Street Park for May Days 2023 (Thursday May 18-Tuesday, May 23, 2023) .

**Discussion:** Fees established by bylaw must apply to all organizations and can not be waived by resolution. Council can provide a grant-in-aid to the Chamber of Commerce to cover the



cost of May Days-related rentals. Maintenance requests regarding park facilities fall within routine operations and details will be arranged with staff. As noted, additional efforts will be required to install baseball netting this year, and it will be extended along the east side of the ball field if possible.

**Banners**

*Recommendation:* THAT the Village install the banners for May Days as an in-kind contribution to the event.

*Discussion:* The public works crew will complete this work as resources allow.

**Waste**

*Recommendation:* THAT the Village provide recycling containers and garbage bags for bear-proof bins, for use during May Days.

*Discussion:* Waste generated by the event must be managed and disposed of in accordance with the provisions of the Village’s Solid Waste Regulation and Animal Attractant bylaws. Providing the required supplies as an in-kind contribution to the event will assist the organizers in reducing litter and managing the waste stream appropriately.

**Street Closures**

*Recommendation:* THAT Council approve the road closures for the 2023 May Days events, subject to the submission of a completed application and payment of applicable fees.

*Discussion:* The Show & Shine, the Parade and the Helicopter Rides all require the closure of Village streets in order to ensure public safety, and access to Vimy Park environs will be limited to ensure emergency access. The public works crew will perform the requested routine maintenance as resources allow and staff will arrange operational details with the event organizers.

**C. Attachments:**

- 2023.04.05 letter from Alana Jenkins, Chamber of Commerce Manager
- Request for street closures
- Conditional grant policy

**D. Financial Implications:**

Item	Quantity	Rate (\$)	Amount (\$)
Rental - Front Street Park no stage	3	100	300
Rental - Front Street Park with stage	3	50	150
Rental - 2 or More Vimy Park Facilities	6	60	360
Rental - Logger Sports Grounds & Stands	6	50	300
Large Event Fee (>1000 people)	3	1,000	3,000
Street Closure Permit	1	20	20
Business Licence - Community Event	1	15	15
Business Licence – Vendors (per day, est. 20)	60	10	600
<b>Total</b>			<b>4,745</b>

The recommended additional grant of \$4,745 for 2023 will have a no net impact on municipal finances since it will be returned to the Village in the form of rental fees.

- E. **Corporate Priority:** Nil
- F. **Environmental Implications:** Nil
- G. **Communication Strategy:** Council's decisions will be communicated to the event organizers.

CAO Approval: [Date approved by CAO]

# Kaslo & Area

---

## CHAMBER of COMMERCE

---

April 5, 2023

Kaslo Village Office  
PO Box 576 | Kaslo, BC | V0G1M0

To Mayor Suzan Hewat, Council members and CAO Ian Dunlop,

On behalf of the Kaslo & Area Chamber of Commerce, I would like to thank you for taking the time to review this year's May Days plan.

I have summarized a list of requests to the Village for the proper running and management of this year's Kaslo May Days Event. We would like to request the following help from various aspects of the village, access to and use of Village properties as well as help from the Public Works Department.

### LIST OF REQUESTS:

**1. An exemption to the Community Event Business License requirement**

- a. The organizers were informed of this requirement on March 20<sup>th</sup>, 2023 after vendor requests with our fee schedule were already sent out and accepted by many vendors.
- b. This would be a one-time exception for May Days 2023 only

**2. Free use of the whole of Vimy Park, Logger Sports area and Front Street Park from Thursday, May 18 until Tuesday, May 23, 2023.**

- a. GATE/KEYS: The Gate at Vimy Park to be left unlocked and keys provided to the May Days Coordinator (Alana Jenkins) for the duration of the weekend. To be returned to Trish on Monday following the event. Alana will arrange this with Trish.
- b. ELECTRICITY: That electric will be TURNED ON at the park no later than Friday morning, May 19<sup>th</sup>.
  - We would request access to Power Supply in Vimy Park and the Coordinator (Alana Jenkins) to obtain a key for the panel from the Village office on the Thursday prior to May Days.
  - We will be working with Colin as our electrician again this year and he will be getting the proper permit for the event under his license.
- c. LAWN MAINTENANCE - That the grass in Vimy Park and surrounding areas and Front Street Park be cut and groomed no later than the Wednesday prior to May Days weekend.
- d. PLUMBING:
  - That the water taps be turned on in Vimy Park and hoses accessible (please put in concession stand) by Thursday morning of the weekend.
  - A short hose at the tap, at the East of Ball Diamond to allow compliance of potable water on premise for food vendors. We ALSO request a flexible splitter on this end same as in previous years.
  - That Sprinklers be turned off in Vimy Park for the weekend by Thursday at noon
  - Water turned on at **Bowling Green** on Front St for Show-n-Shine participants to clean their cars on Sunday morning.

3. BALL PARK: That public works installs the poles and foul ball meshing along third base line as in previous years. PLEASE NOTE when the new fence was constructed the holes that the poles stand in were filled in as they were now inside the fence line and a hazard. They will need to be re-dug outside the fence line, so this will take a little more effort and time this year. We would like to request that this netting extend along the **East side** of ball diamond to offer event attendees and vendor some protection as well. Another hole and post will be required.

# Kaslo & Area

---

## CHAMBER of COMMERCE

---

4. GAZEBO: That the gazebo be cleaned and power-washed by Thursday, May 18<sup>th</sup> and that the front railings are removed to create a stage.
5. BANNER: That Public Works puts up May Days Banner on the other side of the Bridge a minimum of two weeks prior to May Days.

### GARBAGE AND RECYCLING:

6. Use of Village-owned recycling containers. Could they be dropped off by Public Works on Friday please? Six in total would be preferred.
7. **Alana will confirm with Jon Carlson the arrangement of garbage and recycling throughout the weekend in the park and downtown core with multiple pick-ups daily and throughout the weekend.**
8. ADDITIONAL 24 XXL Large garbage bags for the bear proof garbage bins in the park. (Please put in concession booth or give to Alana). This is very important as they are not carried by any of the local retail stores. We will gladly return any unused bags.

### PUBLIC WASHROOMS AND PORTABLE TOILETS:

9. That all public washrooms especially those closest to the Gazebo be tested and in full working order by the Wednesday prior to May Days weekend.
10. Please note we have changed our Portable Toilet supplier to Andex Rentals and will no longer require any Portable Toilets from the Village of Kaslo.

### KASLO STREETS AND STREET CLOSURES:

11. Front Street and main roads be swept and hosed off prior to event weekend.

### 12. STREET CLOSURE REQUESTS:

- a. **Show 'n Shine – Sunday, May 21<sup>st</sup>**
  - **Front Street from 5<sup>th</sup> St to 2nd Street**
  - **reserve 4th St from A Ave to Water Street for possible overflow, as well as part of 3rd off of Front Street.**
  - **Penny Lane will remain accessible for emergency and local resident traffic.**
  - **Please see the Map *indicating in orange all requested Show 'n Shine street closures and access points to remain open.***
  - **Show 'n Shine have their own cones and tape. This would be from 6:00 AM until 4:00 PM Sunday, May 21.**
  - **We would also request the exclusive use of the Front Street park to have their registration desk and door prize tables and trophy displays**
- b. **Emergency Access to Vimy Park/Baseball Diamond – Saturday, Sunday, Monday each day from 7am-6pm**
  - 2<sup>nd</sup> St between D Avenue and B Avenue for emergency access to Vimy Park and baseball field
- c. **Parade Route – Monday, May 22<sup>nd</sup>** The parade is a 12:00 start, so closure would be from 11:00 to approximately 1:00.
  - Parade begins aside Langham and runs across the Hwy along 5<sup>th</sup>, right on Front, right on 4<sup>th</sup> St, right on A Avenue right on 5<sup>th</sup>, right down Front St to 2nd St, and disperse

# Kaslo & Area

---

## CHAMBER of COMMERCE

---

**d. Helicopter Rides: Saturday, May 20: TO BE CONFIRMED**

- Front St adjacent to Abbey Manor for Helicopter rides on Saturday from 10-5:00 this will be overseen by Doug Yee's people and EMS will be on site.

13. **Use of road barriers for road closures** – for helicopter rides Saturday, the Show-n-Shine on Sunday and road closure for emergency access to Vimy Park and May Days Parade on the Monday. Could they be dropped off by Works? **Alana will contact Geoff Scott as to how and when.**
14. That a site inspection with the foreman and May Days Coordinator take place on the Wednesday morning prior to May Days weekend to address any possible issues. **Alana will contact Geoff Scott directly when this is approved by council.**
15. We would also like to invite the Council and staff of the Village Office to participate in the May Days parade again this year.
16. That it be understood that this is a Draft Request letter. Kaslo May Days is an important event that wouldn't happen without the continued efforts and cooperation of the Village of Kaslo and The Kaslo and Area Chamber of Commerce. We respectfully request that since this is the Event Coordinator's first year, any omissions or items that should have been included in this Request Letter be granted and/or considered by the Village as needed to ensure a successful and smooth-running event. Thank you!

Thank you for all your help,

**Alana Jenkins**

Chamber Administration Manager

**Kaslo & Area Chamber of Commerce**

**Kaslo May Days**

250.354.9792

[www.kaslochamber.com](http://www.kaslochamber.com)

## VILLAGE OF KASLO TEMPORARY STREET CLOSURE REQUEST

The Kaslo & Area Chamber of Commerce is requesting the following temporary street closures in conjunction with the 2023 May Days events:

a. **Show & Shine: Sunday May 21** (6:00am – 4:00pm)

- Front Street between Fifth Street and Second Street.
- Fourth Street between A Ave and Water Street
- Third Street between Penny Lane and Front Street
- Second Street between Front Street and the Ring Road

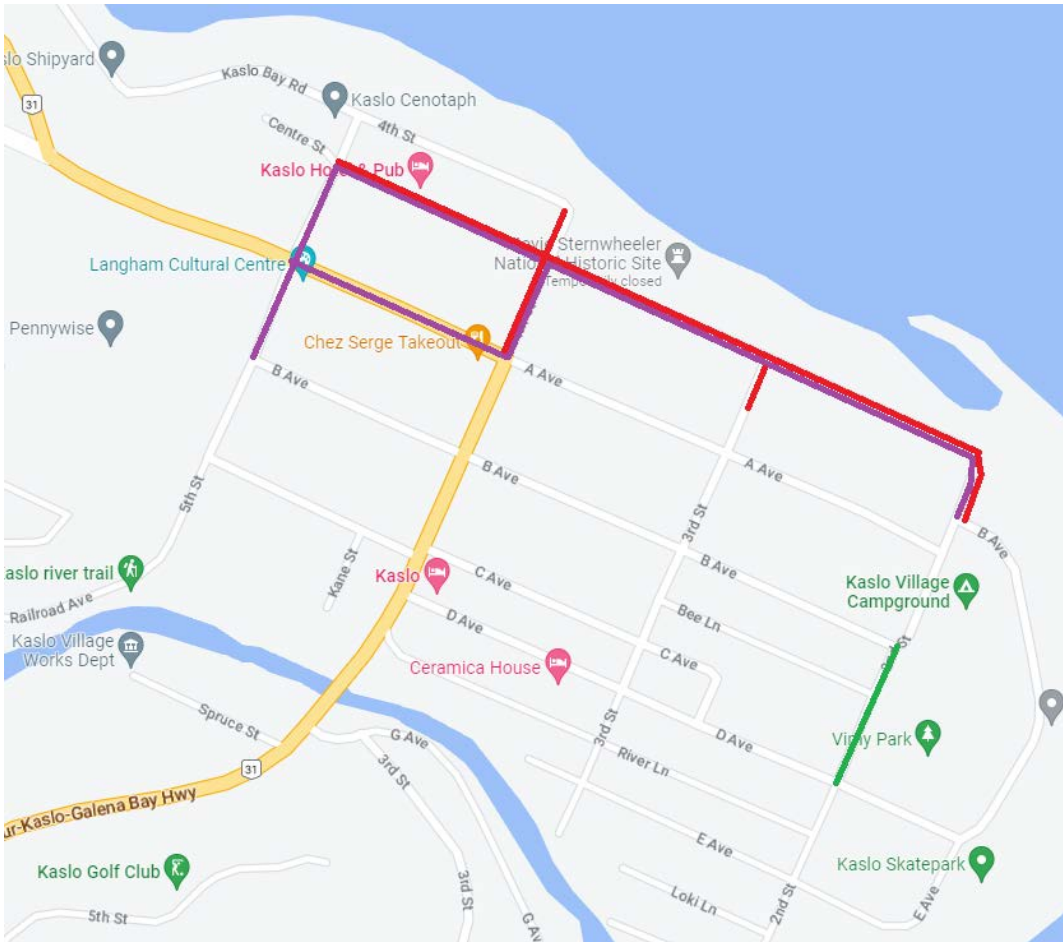
Note: Penny Lane will remain accessible for emergency and local resident traffic.

b. **Emergency Access to Vimy Park: Saturday, May 20 – Monday, May 22** (7:00am – 6:00pm daily)

- Second Street between D Ave and B Ave

c. **Parade: Monday May 22** (11:00am – 1:00pm)

- Fifth Street between B Avenue and Front Street
- Front Street between Fifth Street and Second Street
- Fourth Street between A Avenue and Front Street
- We can not close the hwy... we just delay traffic. The Village cannot give permission for that. I believe we have to have professional flag people on duty.
- Second Street between Front Street and the Ring Road



**CONDITIONAL GRANT TO THE  
KASLO & AREA CHAMBER OF COMMERCE**

The total amount of this Annual Conditional Grant shall be \$7,500.

This amount shall constitute 100% of the Village's annual financial contribution to the Kaslo & Area Chamber of Commerce.

This grant is awarded to the Chamber for assistance with providing the following items for the benefit of Chamber Members and the Community at Large:

Coordination and staging of Annual May Days Celebrations	\$5,000
Coordination and staging of Annual Christmas Light-Up Celebrations	500
Advertising costs	500
Annual volunteer insurance to cover Chamber activities	1,500

All other funding for these items must be supplied by the Chamber of Commerce.

This grant shall be paid out in installments as follows:

\$3,000 - to be paid out on or before March 31<sup>st</sup> (or within 1 (one) month of receiving the financial statements for the preceding year<sup>1</sup>)

\$2,500 - to be paid out on or before May 31<sup>st</sup> (or within 1 (one) month of receiving a copy of the insurance policy<sup>2</sup>)

\$2,000 - to be paid on or before July 31<sup>st</sup>

Excess funds not required to cover the cost of the insurance policy may be used towards another item covered under this grant.

Copies of any advertising done under this grant must be provided to the Village along with the financial statement.

The Village of Kaslo shall endeavor to provide in-kind contributions upon written request. Please consult the Village of Kaslo website for meeting schedules in order to ensure that sufficient time is allowed to process these requests.

<sup>1</sup>A full financial statement for the preceding year must be provided to the Village of Kaslo on or before the end of February each year in order to be eligible to receive the grant for the current year. The statements must provide a detailed breakdown for the costs associated with the coordination and staging of both May Days and Christmas Light-Up.

<sup>2</sup>The insurance policy must name the Village of Kaslo as additional named insured. Upon renewal of the insurance policy a full copy must be delivered to the Village office as soon as possible.



## REQUEST FOR COUNCIL DECISION

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: April 6, 2023

SUBJECT: May Days Beer Garden Application – Kaslo Logger Sports

**PURPOSE:** To seek Council approval for a Beer Garden during May Days celebrations.

**OPTIONS:**

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

1. **Approve the request. *The organizers will proceed with licencing.***
2. Do not approve the request. *The applicants will be advised of Council's decision.*
3. Refer back to staff for further review and report.

**RECOMMENDATION:**

THAT a Beer Garden Licence be granted to the Kaslo Logger Sports for May 20-21, 2023, subject to compliance with all government requirements.

**ANALYSIS:**

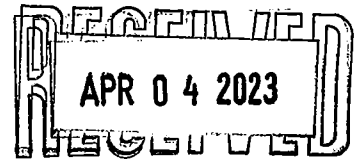
- A. **Background:** The Kaslo Logger Sports organizers wish to hold a Beer Garden fundraiser as part of the 2023 May Days celebrations. A Council resolution is required to authorize the permit.
- B. **Discussion:** A completed application has been received, and the proposed activities comply with municipal policies. Insurance will be required prior to issuance of the permit.
- C. **Attachments:**
  - Beer Garden application Kaslo Logger Sports
  - Beer Garden Regulation Bylaw 1052, 2007
  - Beer Garden Policy 2008.01.08
- D. **Financial Implications:** No municipal fees apply.
- E. **Corporate Priority:** Nil
- F. **Environmental Implications:** Nil
- G. **Communication Strategy:** Nil

CAO Approval: [Date approved by CAO]



VILLAGE OF KASLO

BYLAW 1052, 2007



BEING A BYLAW FOR REGULATION OF BEER GARDENS WITHIN THE VILLAGE OF KASLO

WHEREAS it is deemed necessary and expedient to regulate the operation of beer gardens within the boundaries of the Village of Kaslo;  
AND WHEREAS the Council of the Village of Kaslo deems it to be in the best interest of the general public to be fully cognizant of the responsibilities as a licence holder for a beer garden;  
NOW THEREFORE the Council of the Village of Kaslo, in open meeting assembled, enacts as follows:

1. A maximum of ten (10) Beer Garden Licences may be issued by the Village of Kaslo between January and December in any one year.
2. Bona fide organizations may obtain a Beer Garden Licence to cover the sale of beer and wine at community and public celebrations during the calendar year, up to a maximum of three (3) days in any one year.
3. An application for a Beer Garden Licence shall be required in the form as set out in Schedule "A" attached hereto and forming part of this bylaw.
4. A Beer Garden Licence issued under this bylaw shall be from 11:00 a.m. until dusk, seven (7) days a week.
5. There shall be no refrigeration vehicle operated beyond one hour of the close of sales for a beer garden within 300 feet of any R-1 or RM-1 zone.
6. A financial statement is to be submitted to the Village of Kaslo within sixty (60) days after the close of the beer garden, as set out in Schedule "B" attached hereto and forming part of this bylaw.
7. Bylaw 1022, 2005 is hereby repealed.
8. This bylaw comes into full force and effect on the 1<sup>st</sup> day of January 2008.
9. This bylaw may be cited as "Village of Kaslo Beer Garden Regulation Bylaw No. 1052, 2007".

READ A FIRST TIME this 23<sup>rd</sup> day of October 2007.

READ A SECOND TIME this 23<sup>rd</sup> day of October 2007.

READ A THIRD TIME this 23<sup>rd</sup> day of October 2007.

RECONSIDERED AND ADOPTED this 13<sup>th</sup> day of November 2007.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

Certified Correct:

\_\_\_\_\_  
Chief Administrative Officer

SCHEDULE "A"  
To Bylaw 1052

VILLAGE OF KASLO  
BEER GARDEN LICENCE APPLICATION

NAME OF ORGANIZATION: Kaslo Logger Sports

NAME OF APPLICANT: Andrea Hand

OFFICIAL POSITION: Chair

HOME ADDRESS: Box ... Kaslo BC

TELEPHONE: HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ C# XXXXXXXXXX

APPROXIMATE NUMBER OF PEOPLE ATTENDING: 1500 over 2 days at grounds

COMMUNITY PROJECT OR CHARITABLE AGENCY TO RECEIVE NET PROCEEDS: 50% Kaslo Golf Club / 50% Logger Sports  
*moving through*

NAME OF EVENT: Kaslo Logger Sports

TIME & DATE(S) OF EVENT: May 20-21 8:30-6:30

LOCATION OF EVENT: First street water front Vimy Park

CIVIC ADDRESS: First Street

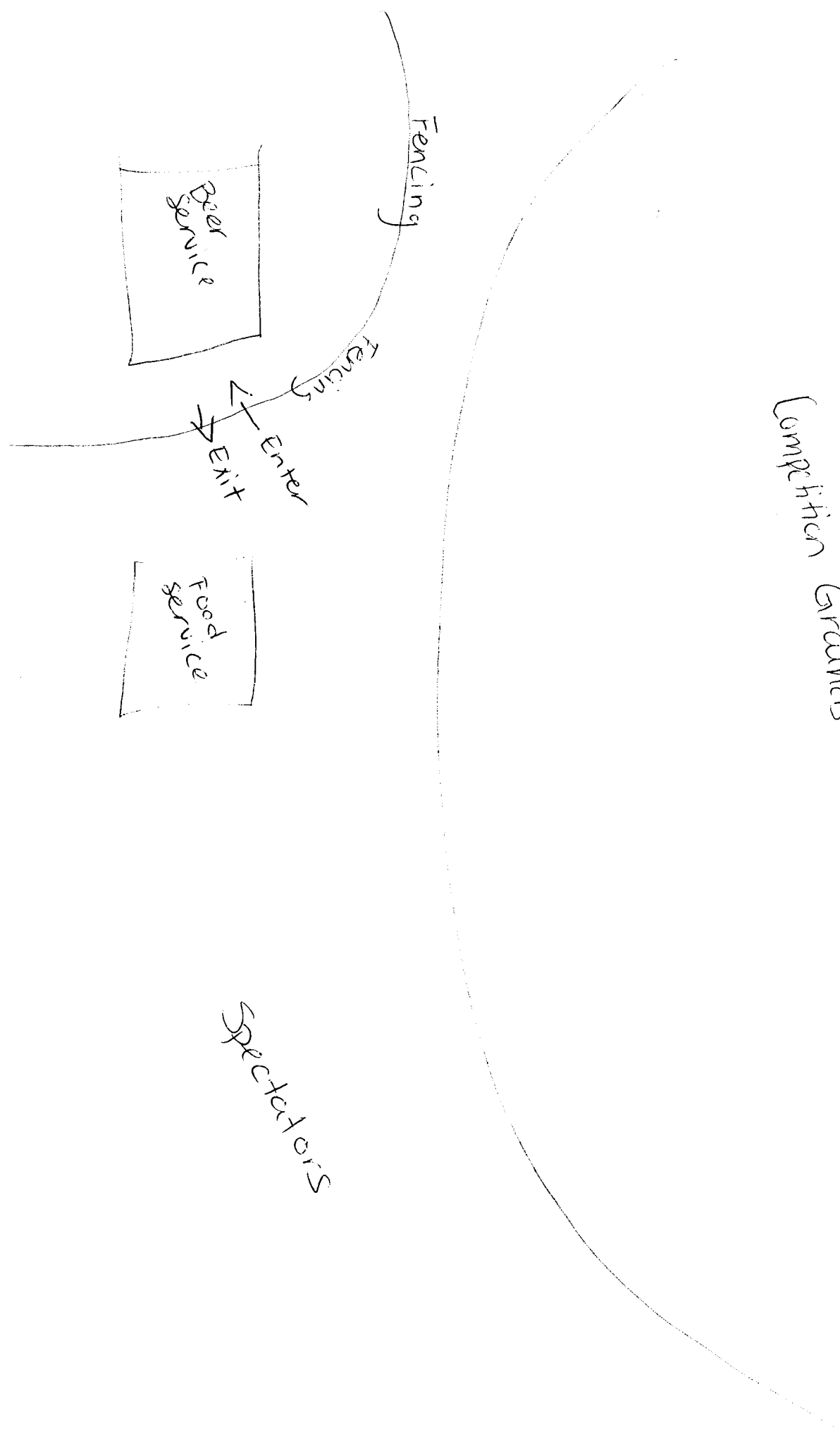
NAMES OF CONTROLLERS: Kaslo Logger Sports

PROOF OF LIABILITY INSURANCE ATTACHED KLS will be deciding on a  
insurance company at our committee meeting  
SKETCH OF SITE (on reverse side of this form) April 8/23

\_\_\_\_\_  
APPLICANT'S SIGNATURE

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Competition Grounds



VILLAGE OF KASLO  
BEER GARDEN REGULATIONS

The minimum standards for a Beer Garden are as follows:

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

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

ACKNOWLEDGED: Andrea Hand  
(Applicant)

INSPECTED BY: Cst. DOUG WILSON  
(RCMP, Kaslo Detachment)

DATE: APRIL 3, 2023

TIME: 13:44 hrs

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: April 3, 2023

SUBJECT: Front Street Banners

**PURPOSE:** To consider the North Kootenay Lake Arts and Heritage Council's request to install decorative banners along Front Street.

**OPTIONS:**

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

1. **Approve banner installation. *The crew will install the banners.***
2. Do not approve banner installation. *No banners will be installed.*
3. Refer back to staff for further review and report.

**RECOMMENDATION:**

THAT the Village of Kaslo install decorative banners provided by the North Kootenay Lake Arts & Heritage Council on utility poles along Front Street for the 2023 summer season.

**ANALYSIS:**

- A. **Background:** Beginning in 2004 the North Kootenay Lake Arts & Heritage Council has been involved in community beautification efforts, working with local artists to create decorative banners that hang from brackets affixed to light poles on Front Street, between 3<sup>rd</sup> St. and 5<sup>th</sup> Street. These activities have been on hiatus in recent years but the group is now looking to resume the project. A Council resolution is required to authorize the work.
- B. **Discussion:** The group has provided 17 banners from prior years that they would like to install. Two of the banners are damaged and require repair, so there are currently 15 banners available for installation. Staff has completed an inventory of the hanging brackets, and there are enough already in place to hold all the banners provided.
- C. **Attachments:**
  - 2023.03.22 email from Harvey Armstrong, Treasurer of the North Kootenay Lake Arts & Heritage Council
  - Photos of existing banners
  - List of hanging bracket locations
- D. **Financial Implications:** Public Works staff estimates that each banner requires approximately 15 minutes to install, so the job could be completed within one day. The Public Works crew will also need to remove the banners in the fall. Other than wages for staff time, there are no hard costs associated with approving this request.
- E. **Corporate Priority:** To encourage public art that enhances and fits in with the natural landscape (OCP Objective 4.2.1.20).

F. **Environmental Implications:** Nil

G. **Communication Strategy:** Nil

CAO Approval: 2023.04.11

---

**Subject:** FW: Front Street Banners

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

From: Harvey  
Sent: Wednesday, March 22, 2023 9:57 AM  
To: Karissa Stroshein <admin@kaslo.ca>  
Cc: Harvey Armstrong  
Subject: Front Street Banners

To: Catherine Alloway, Corporate Officer

Hi - My name is Harvey Armstrong, treasurer of the newly resurrected North Kootenay Lake Arts and Heritage Council. We are trying to pick up where we left off several years ago, and one of our on going projects has been to supply and paint banners to hang on the light standards on Front St. from 3rd to 5th.

Since we got off to a late start this spring we are going to re-use banners from previous years. We have 20 banners, which I believe will be enough. We hope that the Village can hang the banners as they have in years past.

Even though we have missed applying for our usual funding streams this year, I believe we will be able to continue our summer projects without asking for additional funds. Getting the banners hung on the light standards along Front Street for the summer is our ask from the Village for this year, and hopefully they will create the kind of festive feeling they have in years past.

I would be happy to meet with you and work out a timeline for this. The first Saturday market will be June 10th, so hopefully we can hang the banners before then.

Best regards, Harvey Armstrong

Treasurer, North Kootenay Lake Arts and Heritage Council









Damaged Ones:



PREPARED BY: Catherine Allaway, Corporate Officer

DATE: April 3, 2023

SUBJECT: Riding Club Lease Amendment

**PURPOSE:** To consider a request to amend the Riding Club lease to permit dog training at the site.

**OPTIONS:**

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

1. **Authorize the additional use. *Dog training classes will be held at the site.***
2. Do not authorize the additional use. *Dog training classes will need to find an alternate venue.*
3. Refer back to staff for further review and report.

**RECOMMENDATION:**

THAT the Village permits the use of the Riding Club site for dog training purposes; and  
THAT the Corporate Officer be authorized to sign an amendment to the lease agreement.

**ANALYSIS:**

- A. **Background:** The Riding Club occupies a portion of Lot 22, Plan 9499, District Lot 209A which are municipal lands owned by the Village of Kaslo. This property is leased to the Kaslo Riding Club Society through December 31, 2026, for the sole purpose of operating an equine riding club. The Riding Club would like to offer dog training classes at the site and require the Village's consent in order to alter the provisions of the lease agreement.
- B. **Discussion:** The Riding Club has requested permission to allow one of their members (Heather Fox from Proud of My Dog) to conduct dog training classes at the site. Proud of My Dog has obtained the required business licence and is in good standing with the Village. Staff recommends permitting the requested additional use, as there are no conflicts anticipated as a result of the change.
- C. **Attachments:**
  - 2023.03.22 email from Barb Cyr, Riding Club Secretary
  - 2022-2026 lease agreement between Village of Kaslo and Kaslo Riding Club Society
- D. **Financial Implications:** There are no costs associated with this request.
- E. **Corporate Priority:** Nil
- F. **Environmental Implications:** Nil
- G. **Communication Strategy:** Nil

CAO Approval: 2023.04.11

## Karissa Stroshein

---

**Subject:** Use of riding club grounds

---

**From:** Barb Cyr

**Sent:** Wednesday, March 22, 2023 4:34 PM

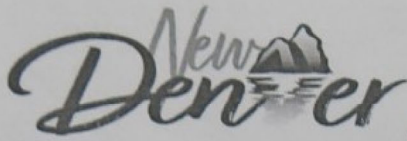
**To:** Karissa Stroshein <admin@kaslo.ca>

**Subject:** use of riding club grounds

Hi Karissa,

I have been in communication with Heather Fox who indicated that you would like to hear from the riding club regarding the training classes she will be offering at the arena. At our February 26th meeting, our board decided to allow Heather use of the riding arena as she is a member of our society.

Thanks,  
Barb Cyr  
secretary, Kaslo Riding Club



SCHEDULE B

**Corporation Of The Village Of New Denver**  
LICENCE ISSUED UNDER "COMMUNITY CHARTER"

**No. 180**

**PROUD OF MY DOG**

---

has paid the sum of 130.00 in respect of a License under "Division 9 – Business Regulation" of said act, and is entitled to carry on the Business, Occupation or Profession set forth therein, namely

**SERVICE INDUSTRIES**

---

for the period of ONE YEAR from the 1<sup>st</sup> day of January, 2023 to the 31<sup>st</sup> day of December, 2023

\$30.00 \_\_\_\_\_ Collector

Dated this 20<sup>TH</sup> day of January 2023 \_\_\_\_\_

---

LEASE

THIS LEASE made the 12 day of OCTOBER, 2021.

UNDER THE LAND TRANSFER FORM ACT, PART 2  
AND THE COMMUNITY CHARTER

BETWEEN: The Village of Kaslo  
312 - 4<sup>th</sup> Street  
PO Box 576  
KASLO, BC  
V0G 1M0

(the "Landlord")  
OF THE FIRST PART

AND: The Kaslo Riding Club Society  
PO Box 1201  
KASLO, BC  
V0G 1M0

(the "Tenant")  
OF THE SECOND PART

**WHEREAS**

- A. The Landlord is the owner of the Recreation Block gymkhana grounds, being a portion of Lot 22 Plan 9499 District Lot 209A and the improvements thereon located on Arena Avenue, and
- B. that in consideration of the rent, covenants, conditions and agreements hereinafter reserved and contained on the part of the Tenant the property known as Recreation Block gymkhana grounds, being a portion of Lot 22 Plan 9499 District Lot 209A owned by the Landlord as highlighted in yellow on the plan attached hereto as "Schedule A":

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents and agreements to be paid and performed by the Tenant,

1. Premises

The Landlord leases to the Tenant the premises described as the Recreation Block gymkhana grounds, being a portion of Lot 22 Plan 9499 District Lot 209A, as outlined in yellow on the plan attached hereto as "Schedule A" (the "Premises") situate in KASLO, British Columbia.

2. **Term**

For the term of Five years commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026.

3. **Use**

The Tenant shall use the Premises only for the purpose of an equine riding club.

4. **Rent**

The Tenant shall pay to the Landlord annual rent as follows, by way of single installments due and payable on the first day of January in each year of the Term:

January 1, 2022 – December 31, 2022	\$250.00/year + GST
January 1, 2023 – December 31, 2023	\$255.00/year + GST
January 1, 2024 – December 31, 2024	\$260.10/year + GST
January 1, 2025 – December 31, 2025	\$265.30/year + GST
January 1, 2026 – December 31, 2026	\$270.61/year + GST

5. **Tenant's Covenants**

The Tenant covenants with the Landlord:

**Rent**

- (a) to pay all rents reserved under this Lease;

**Taxes**

- (b) to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, including taxes, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Premises unless exempted by municipal bylaw;

**Utilities**

- (c) to pay as they become due all charges for all gas, oil, telephone and electric light and power used on the Premises;

**Construction**

- (d) that it will not construct any buildings or structures on the Premises unless, prior to any construction, having obtained

- (i) a development permit from the Landlord;
- (ii) a building permit where required authorizing the construction or renovations of the buildings and structures set out in the permit and the plans and specifications attached to it; and
- (iii) required inspections,

and all work shall be carried out at the cost of the Tenant;

### **Repair**

- (e) that it will repair, reasonable wear and tear and damage by any peril the risk of which has been insured against pursuant to paragraph (n) hereof excepted; and to give immediate notice to the Landlord of any defect in water, gas or other pipes or fixtures, heating apparatus, electric or other wires or fixtures, or in any structure on the Premises;
- (f) and that the Landlord may enter and view the state of repair and the Tenant will repair within thirty (30) days of receiving written notice any defect or deficiency in the condition of the Premises, reasonable wear and tear and damage by any peril the risk of which has been insured against pursuant to paragraph (n) hereof excepted;
- (g) and will 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 Premises;
- (h) and the Tenant will leave the Premises in good repair, reasonable wear and tear excepted;

### **Assign or Sublet**

- (i) that it will not assign nor sublet without leave of the Landlord's Council;
- (j) that 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;

### **Nuisance**



- (k) that it will not carry on or do or allow to be carried on or done on the Premises anything that
  - (i) may be or become a nuisance to the Landlord or the public,
  - (ii) increases the hazard of fire or liability of any kind,
  - (iii) increases the premium rate of insurance against loss by fire or liability upon the Premises or
  - (iv) invalidates any policy of insurance for the Premises; or
  - (v) directly or indirectly causes damage to the Premises;

### **Regulations**

- (l) that it will
  - (i) comply promptly at its own expense with the legal requirements of all authorities, including Worksafe BC and an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant, and
  - (ii) indemnify the Landlord from all lawsuits, damages, losses, costs or expenses that the Landlord may incur by reason of non-compliance by the Tenant with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises unless the damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord;
  - (iii) present to the Landlord the Annual Meeting Reports of the Tenant in each year during the term of this lease.

### **Insurance**

- (m) that it will take out and maintain during the term comprehensive general liability insurance, in a form acceptable to the Landlord, at a value not less than two million dollars or such other amount as the Landlord may reasonably require for bodily injury and property damage for any one occurrence or series of occurrences arising out of one cause. The Landlord shall be named as an additional named insured on this policy. The policy shall contain a cross liability clause and the policy shall also contain a clause prohibiting the insurer from cancelling or changing the insurance policy without first given the Landlord thirty

(30) days prior written notice;

- (n) to provide all risk property insurance in a form acceptable to the Landlord, inclusive of fire, theft and flooding, in respect of the Tenant's personal property and equipment located in or on the Premises and the policy shall contain a waiver of subrogation clause in favour of the Landlord;
- (p) To provide copies of insurance policies to the Landlord upon execution of the Lease and on each policy renewal date;
- (q) that 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;

#### **Indemnification**

- (r) that it will indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, 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;

#### **Builders' Liens**

- (s) that it will 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 Premises; and will allow the Landlord to post and will keep posted on the Premises any notice that the Landlord may desire to post under the provisions of the Builders Lien Act;

#### **Possession**

- (t) that it will at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises 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;

### **Maintenance**

- (u) to maintain the Premises, at all times to an excellent standard of maintenance;

### **6. Landlord's Covenants**

The Landlord shall obtain, maintain, and pay for all risk property insurance, inclusive of fire, theft, and flooding, for the premises excluding those chattels, fixtures and improvements belonging to the tenant.

The Landlord covenants with the Tenant for quiet enjoyment.

### **7. Miscellaneous Covenants**

And it is hereby mutually agreed:

### **Re-entry**

- (a) that if the Tenant shall default in the payment of rent, or the payment of any other sum payable hereunder, or fail to perform any covenant hereunder 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 re-enter the Premises and the rights of the Tenant with respect to the Premises shall lapse and be absolutely forfeited;

### **Forfeiture**

- (b) that the Landlord, by waiving or neglecting to enforce the right to 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;

### **Distress**

- (c) that 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 Premises and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result;

### **Destruction**

- (d) that if the Premises or any part of them are at any time during the Term burned down or are damaged by fire, lightning, explosion, tempest, or earthquake, so as to render them unfit for the purpose of the Tenant,

- (i) 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 Premises have been rebuilt or made fit for the purpose of the Tenant; or
  - (ii) if the Tenant elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this subparagraph (e), if the Tenant does not advise the Landlord concerning the Tenant's intention within the thirty (30) days, the Tenant shall be deemed to have elected not to undertake restoration, repair and replacement;
- (e)
- (i) that if the Premises are damaged by fire, flood or other casualty the Tenant shall, within thirty (30) days after the fire, flood or other casualty advise the Landlord in writing whether the Tenant intends to restore, repair or replace the Premises or the portion damaged. If the Tenant intends to undertake and complete restoration, repair or replacement the Tenant shall do so within twelve (12) months after the damage has occurred;
  - (ii) if the Tenant elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this subsection (e), if the Tenant does not advise the Landlord concerning the Tenant's intention within the thirty (30) days, the Tenant shall be deemed to have elected not to undertake restoration, repair and replacement;

#### **Fixtures**

- (f) that, unless the Tenant, upon notice from the Landlord, removes them, all buildings, structures or improvements constructed on the Premises by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the determination of the Lease, become the sole property of the Landlord at no cost to the Landlord;

#### **Holding Over**

- (g) that 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;

#### **Landlord's Payments**

- (h) that if the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable 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 it as if it were rent in arrears;

### Landlord's Repairs

- (i) that
  - (i) if the Tenant fails to repair or maintain the Premises in accordance with this Lease, the Landlord, its agents, employees or contractors may, upon ninety-six (96) hours notice, enter the Premises and make the required repairs or do the required maintenance and recover the cost from the Tenant, and
  - (ii) in making the repairs or doing the maintenance the Landlord may bring and leave upon the Premises all necessary materials, tools and equipment, and
  - (iii) 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;

### Insolvency

- (j) that if
  - (i) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage, or
  - (ii) if a writ of execution issues against the goods or chattels of the Tenant, or
  - (iii) if the Tenant makes any assignment for the benefit of creditors, or
  - (iv) if the Tenant becomes insolvent or bankrupt, or
  - (v) being an incorporated company or society if proceedings are begun to wind up the company or society, or
  - (vi) if the Premises or any part of them 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 Premises despite any other provision of this Lease;

### Removal of Goods

- (k) if the Tenant removes its goods and chattels from the Premises, the Landlord may follow them for 30 days;

### Renewal

- (l) that upon the expiration of the Term the parties may mutually agree to enter into a new lease of the Premises containing agreed terms and conditions.

### Time

- (m) that time shall be of the essence of this Lease;
- (n) that either party may terminate this Lease by giving thirty (30) days written notice of termination and the termination shall be effective at the expiration of the thirty (30) day period;

### Notices

- (o) that any notice required to be given under this Lease shall be deemed to be sufficiently given:
  - (i) if delivered, at the time of delivery, and
  - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:                   The Village of Kaslo  
  PO Box 576  
  KASLO, BC  
  V0G 1M0

If to the Tenant:                    The Kaslo Riding Club Society  
  PO Box 1201  
  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;

### **Fitness of Premises**

- (p) that the Landlord has made no representation or warranties as to the condition, fitness or nature of the Premises 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;
- (q) that the Tenant admits that it has inspected the Premises in their present state and that they are suitable for the Tenant's purposes;

### **Net Lease**

- (r) that this Lease shall be a complete carefree net lease to the Landlord as applicable to the Premises 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 Premises or its contents except those mentioned in this Lease;

### **Binding Effect**

- (s) that this Lease shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

### **Amendment**

- (t) that the parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties;

### **Law Applicable**

- (u) that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

### **Interpretation**

- (v) that 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;
- (w) 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;
- (x) that 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 provision of it;

IN WITNESS the parties have signed and sealed this Lease on the 12 day of October, 2021.

THE CORPORATE SEAL OF the )  
Village of Kaslo was hereunto affixed )  
in the presence of: )

[Signature] )  
Mayor )

C/S

[Signature] )  
Chief Administrative Officer )

SIGNED, SEALED AND DELIVERED )  
in the presence of: )

[Signature] )  
Witness )

413 4<sup>th</sup> STREET )

KASLO, BC VOG 1MO )  
Address )

CORPORATE OFFICER )  
Occupation )



On behalf of the **The Kaslo Riding Club**  
**Society** was hereunto affixed in the presence  
of: )

C/S )

Paula Mackinnon  
Authorized Signatory )

Jan McKen  
Authorized Signatory )

**SIGNED, SEALED AND DELIVERED**  
in the presence of: )

Alicia Ann  
Witness )

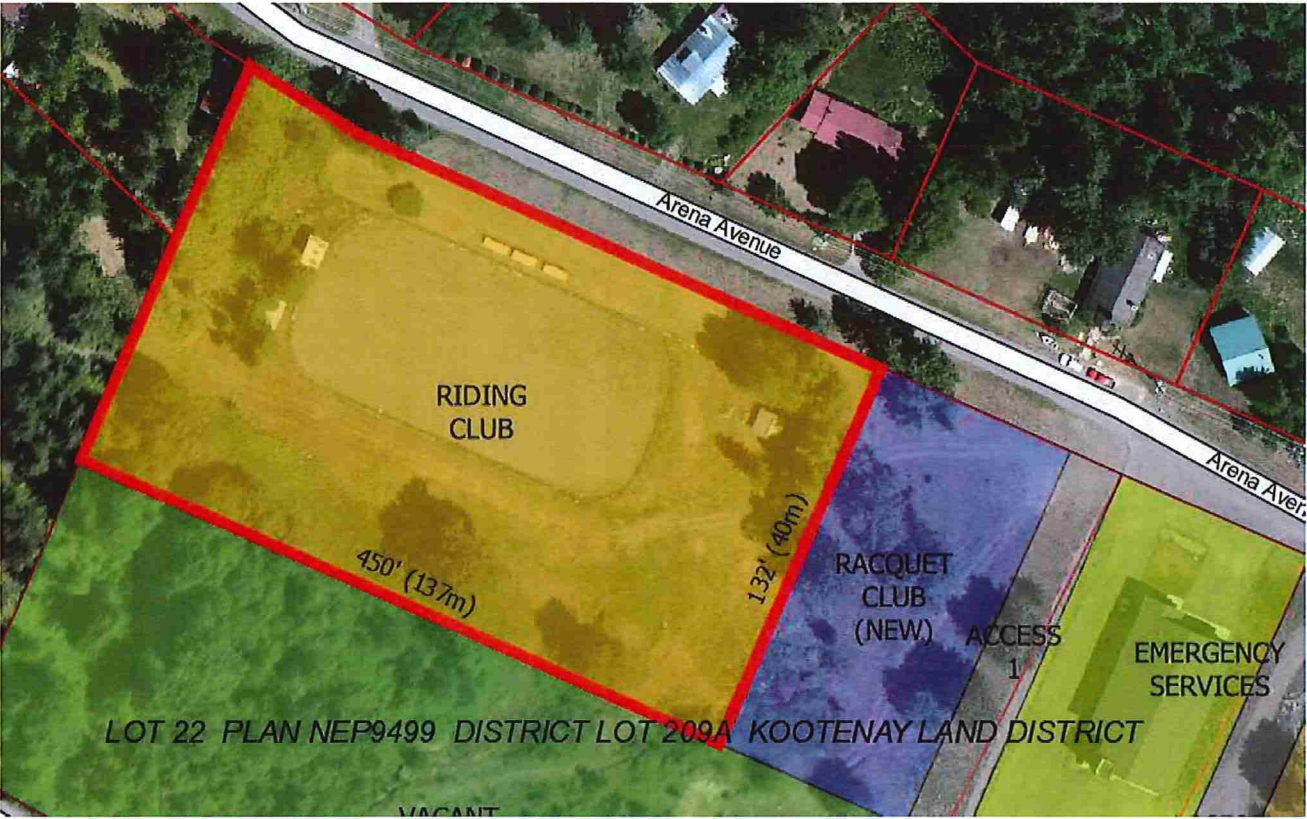
1030 C Ave Kaslo BC V0G1M0 )

\_\_\_\_\_  
Address )

Acct. Clerk  
Occupation )

SCHEDULE "A"

The Recreation Block gymkhana grounds, being that portion of Lot 22 Plan 9499 District Lot 209A shown on the plan below.



PREPARED BY: Catherine Allaway, Corporate Officer

DATE: April 3, 2023

SUBJECT: Sandwich Board Sign Permit Application

**PURPOSE:** To consider authorizing the placement of a sandwich board sign for a Kemball Building Memorial tenant

**OPTIONS:**

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

1. **Authorize placement of the sign. *The applicant will be advised of Council's decision.***
2. Do not authorize placement of the sign. *The applicant will be advised of Council's decision.*
3. Refer back to staff for further review and report.

**RECOMMENDATION:**

THAT Crow's Key Bookkeeping and Tax is authorized to place a sandwich board on the 4<sup>th</sup> Street sidewalk in front of the Kemball Memorial Building on a trial basis.

**ANALYSIS:**

- A. **Background:** Crow's Key Bookkeeping & Tax operates their business from a suite in the Kemball Memorial Building, and would like to place a sandwich board advertising their services on the municipally-owned sidewalk in front of the building. In accordance with the Village's Sign Bylaw 1104 (2011) a Council resolution is required to authorize any signage that is placed on municipal property.
- B. **Discussion:** Two other tenants of the Kemball Memorial Centre have obtained permits for sandwich board signs. Staff supports this form of advertising for tenants of that facility – signs are not permitted on the building façade, which is a heritage element of this designated historic structure. Sandwich board signs provide an alternate means of alerting the public to the services available.

There are some identified concerns regarding the placement of the signage and the potential trip hazard that results when the public sidewalk is obstructed by objects such as signs. If staff determines that the sign is posing an unacceptable hazard on the sidewalk, the applicant will be directed to relocate the sign inside the front courtyard of the building.

C. **Attachments:**

- Sign permit application
- Sign bylaw 1104 (2011)

- D. **Financial Implications:** The application fee for a sign permit is set at \$20. This amount will be charged to the applicant if the sign permit is issued.

- E. **Corporate Priority:** Nil

F. **Environmental Implications:** Nil

G. **Communication Strategy:** Nil

CAO Approval: 023.04.11

1. Name of applicant: Brett Frankson  
(Crow's Key Bookkeeping)  
≠ Tax Phone: (250) 896-2433  
Mailing address: PO Box 1209, Kaslo BC, V0G1M0
2. Location of sign (street address or description): On sidewalk of  
4<sup>th</sup> Street in front of 312 4<sup>th</sup> Street (Kemball Memorial Centre)
3. Type of sign:      Projecting       Facia   
                            Free standing       Illuminated
4. Area of sign in square metres 0.36
5. Sign will project: 0.48 metres beyond the building ~~face~~ fence.  
0.48 metres beyond the property line.
6. Vertical clearance from bottom of sign to street level will be 0 metres.
7. Height of free standing sign: 0.74 metres.

Date: 03-29-2023

Brett Frankson  
Signature of Applicant

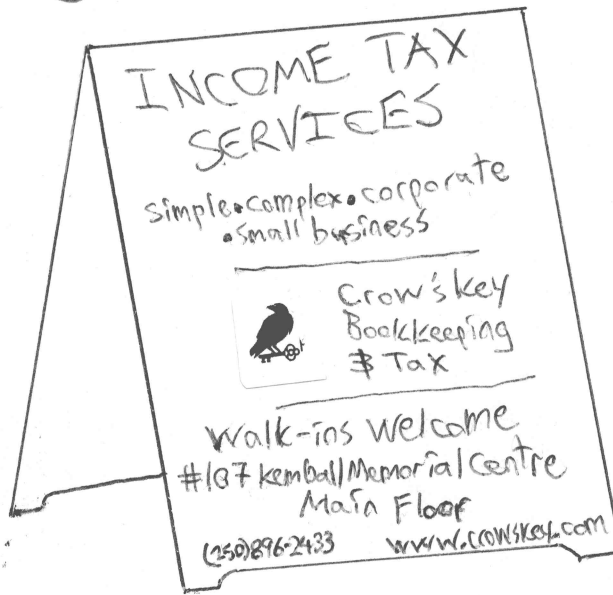
**NOTE:** A sketch plan of the proposed sign, including the text or other material to be included in the sign message, must be provide on Page 2 of this form.

metres beyond the property line

Signature of Applicant

SKETCH PLAN OF PROPOSED SIGN (including the text or other material to be included in the sign message)

(same message on both sides)



---

(for Village use only below this line)

**SIGN PERMIT**

This permit is issued on the basis of the information provided in the application and accompanying sketch plan, and on the condition that the proposed sign will comply with all requirements of the Sign Bylaw and any applicable requirement of the Building Bylaw.

Receipt of the \$20.00 permit fee is acknowledged, and this permit is issued on \_\_\_\_\_,  
20\_\_\_\_\_.

SIGN PERMIT

## VILLAGE OF KASLO

### BYLAW 1104

---

#### A BYLAW TO REGULATE SIGNS WITHIN THE VILLAGE OF KASLO

---

WHEREAS Sections 8(4) and 65 of the Community Charter provides that a local government may, by bylaw, regulate the erection, placing, alteration, maintenance, demolition and removal of signs, sign boards, advertisements, advertising devices and structures;

AND WHEREAS the Council considers it necessary and in the public interest to regulate signs in the Village of Kaslo;

NOW THEREFORE the Council of the Village of Kaslo enacts as follows:

1. This bylaw may be cited for all purposes as the “Sign Bylaw” .

#### Interpretation

2. For the purpose of this Bylaw, unless the context other requires, the following definitions shall apply:

“advertising sign” means a sign advertising a product, a commodity, a business, or event of a commercial nature;

“area” in relation to the a sign means the total surface area of a sign exclusive of frame work and supporting structure and, in the case of a double-faced sign, means the area of one face only;

“awning” means a temporary shelter supported entirely from the exterior wall of a building and composed of non- rigid materials except for the supporting framework;

“backlit sign” means a sign composed of a translucent material lit from behind in the case of a single-sided sign, or from within in the case of a double or multiple-sided sign;

“banner sign” means a temporary sign composed of lightweight material mounted or suspended so as to allow movement of the sign caused by air currents:

“Building Bylaw” means the Building Bylaw of the Village of Kaslo;

“building frontage” means the linear length of a building facing a street;

“Building Inspector” means the person or person authorized by Council to administer the Building Bylaw;

“canopy” means a permanent roof- like shelter extending from part or all of the building face, and constructed of one or more durable materials;

“CAO” means the Chief Administrative Officer of the Village of Kaslo;

“community activity sign” means a sign indicating that a community activity is about to be, or is being, carried on;

“community information sign” means a sign, or a group of signs at a single location designated as a community information stop, providing information on attractions, services, and facilities available in the community and surrounding area, and includes a community entrance or welcome sign;

“Council” means the municipal council of the Village of Kaslo;

“directional sign” means a sign which serves solely to designate the location of direction of any place or area;

“directory sign” means a sign listing religious activities, service club activities, and other similar community activities;

“externally illuminated sign” means a sign lit by a spotlight;

“facia sign” means a sign displayed on the surface of a building, or attached to the building with the sign parallel to the building wall;

“flashing sign” means a sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation or an externally-mounted intermittent light source;

“free standing sign” means a sign which is not connected in any way to a building, and is self supporting;

“home occupation sign” means a sign identifying a use which is accessory to a residential use and permitted as a home occupation under the Land Use Bylaw;

“Land Use Bylaw” means the Land Use Bylaw of the Village of Kaslo;

“Municipality” means the Village of Kaslo;



“owner” means the registered owner of real property on which a sign is located, or the owner or lessee of a sign or his authorized representative;

“political sign” means a sign erected to promote voting at an election for a particular candidate or in support of, or opposition to, a particular party or issue;

“prohibition sign” means a sign indicating a prohibition or penalty respecting the property on which it is located;

“projecting sign” means a sign projecting at an angle from a building or structure and attached to the building or structure or to a canopy or awning;

“public building sign” means a sign located on the property of a public building, including a church, library or school, and indicating thereon only the name of the building and the activities pertaining to that building;

“real estate sign” means a sign indicating only that the property on which it is located is for sale or rent, or has been sold or rented;

“scenic route sign” means a standardized blue and white sign erected by the Ministry of Transportation and Infrastructure and designed to aid motorists who wish to follow a designated scenic route;

“service and attraction sign” means a standardized blue and white sign erected by the Ministry of Transportation and Infrastructure and designed to direct motorists to specific tourist services, facilities and attractions; or any sign erected or authorized by the Village for the purpose of directing the public to specific services or historic or other attractions;

“sign” means any visual representation or attention drawing device which communicates information or advertising for any purposes, displayed out of doors or on the exterior of a building, but does not include a traffic control device;

“street” means and includes streets, roads, lanes, sidewalks, public squares, boulevard and rights-of-way open to the public;

“temporary sign” means a sign which is not permanently affixed, and includes banner signs, pennants, portable and wheeled signs, sandwich board signs, sidewalk or curb signs, and balloons or other air or gas filled figures which exceed 2 metres in any dimension other than circumference;

“third party sign” means a sign

- (a) whether on a billboard or other structure primarily intended for the display of advertising, or upon the exterior of a building, wall, fence or other structure primarily intended for other purposes; and
- (b) which advertises other than the occupants of the premises or the goods and services available on the premises of which the sign is displayed;

“tourist area sign” or “tourist region sign” means a sign erected to identify entry points into designated tourist areas or regions within the Province of B.C.;

“Travel Info sign” or “Travel InfoCentre sign” means a sign indicating the location of information of interest to travellers or the location of a travel information centre which provides information to travellers, and includes advance warning signs for travel information or a travel information centre;

“warning sign” means a sign erected by a public authority and indicating a danger or hazard; and

“zone” means one of the zones into which the Municipality is divided under the Land Use Bylaw.

#### Application and Administration

3. (1) The provisions of this Bylaw shall apply to the whole of the area within the boundaries of the Municipality.
- (2) No sign shall hereafter be erected, place, altered or moved unless in conformity with this Bylaw.
- (3) Nothing in this Bylaw shall be interpreted as relieving any person from complying with the provisions of any other bylaw of the Municipality.
- (4) Notwithstanding anything herein to the contrary, where the Municipality has established a development permit area under Section 919.1 of the *Local Government Act*, any condition with respect to the type, size, or placement of signs which is included in a development permit issued under Section 920 of the *Act* shall apply in place of the requirements set out in the Bylaw.
- (5) The CAO, or such other person as may be appointed by Council resolution to administer this Bylaw,

- (a) shall keep records of applications received, permit fees paid, sign permits issued, and such other records as he may deem necessary in relation to this Bylaw,
  - (b) shall issue permits when, to the best of his knowledge, the proposed sign complies with the requirements of this and any other applicable bylaws, and
  - (c) may revoke any permit where there is a violation of any condition under which the permit was issued, or a violation of this or any other relevant bylaw.
- (6) The CAO or the Building Inspector may
- (a) enter, at all reasonable times, upon any property on which a sign is being, or has been, erected where the sign is subject to the provisions of this Bylaw, and
  - (b) direct the immediate cessation or correction of all or any portion of the work relating to the erection or placement of a sign whenever such work is to the best of the his knowledge not in conformance with the provisions of this Bylaw.

#### Exemptions

4. The following signs are exempt from the provisions of this Bylaw:
- (a) signs painted on an awning;
  - (b) temporary signs authorized by Council resolution;
  - (c) signs displayed within a building or structure, except as provided for in subsection 5(4);
  - (d) signs owned or leased by the Municipality for its own purposes;
  - (e) traffic control signs as defined in the Motor Vehicle Act;
  - (f) signs required to be posted and maintained by any municipal bylaw or Federal or Provincial statute or regulation;
  - (g) signs relating to construction which are located on the land on which the construction is currently being carried on;

- (h) real estate signs not exceeding 1.0 square metre in area;
- (i) third party signs on benches located on public lands where the design and location of the bench has been approved by the Municipality, and where the sign is displayed on the face of the backrest of the bench only and does not exceed 2.5 metres in length or 0.7 metres in height;
- (j) memorial plaques, cornerstones, historical tablets, and similar signs;
- (k) on-site directional signs, not exceeding 1.0 square metres in area, intended to facilitate the movement of pedestrians and vehicles on which such signs are located;
- (l) emblems or insignia of any nation, province or territory of Canada, or of any political, civic, philanthropic, cultural, educational or religious organization;
- (m) house numbers and name plates not exceeding 0.3 square metres in area for each dwelling unit;
- (n) signs advertising garage sales or yard sales, provided such signs do not exceed 1.0 square metre in area, and are located on the premises on which the sale is to take place or is taking place; and
- (o) notice or bulletin boards not exceeding 2.0 square metres in area for medical, public, charitable or religious institutions where the same are located on the premises of the said institution.

### **Prohibitions**

- 5. (1) Except as provided elsewhere in this bylaw, the following are prohibited:
  - (a) flashing signs;
  - (b) signs located on the roof of a building, or which are attached to a building and project above the highest point of the roof of that building;
  - (c) signs in residential zones as identified in the Land Use Bylaw;

- (d) signs erected on or over Municipally owned property, or a highway under the jurisdiction of the Municipality, where such signs are not either erected by the Village or authorized by Council resolution; and
  - (e) backlit signs.
- (2) No person shall post or exhibit placards, playbills, advertising signs, writings or pictures on walls, fences, trees, electric power or telephone poles, street light standards, or on any other similar structures on or adjacent to a highway or public place.
  - (3) No sign shall be erected which, in the opinion of the CAO, by reason of its size, location, movement, content, coloring or manner of illumination, might reasonably be confused with or construed as a traffic control device, or the light of an emergency or road equipment vehicle, or which would interfere with the safe and efficient movement of vehicular or pedestrian traffic or the visibility of any traffic control device.
  - (4) No third party signs shall be permitted in residential zones except as provided for in clause (h) of Section 4. Notwithstanding the definition of a third party sign in section 2, where a sign in excess of 1.0 square metres is located within a building or structure, or on the interior of a fence, in such manner that the sign is intended to be read from off of the premises on which the sign is located, if such sign advertised other than the occupants of the premises or the goods and services available on the premises on which the sign is displayed, it shall be deemed to be a third party sign for the purposes of this bylaw.
  - (5) No person shall park any unlicensed or inoperable vehicle or trailer so as to be visible from a street or public property, if the basic purpose of the vehicle or trailer is to advertise products, services, or events located on the same or nearby property or any other premises. This clause shall not be interpreted so as to prohibit any advertising or other sign which is attached to or painted on a licensed motor vehicle and is incidental to the use and operation of that vehicle.

### **General Requirements**

- 6. (1) The signs described therein shall conform to the requirements set out in the following table.

Sign	Maximum area in sq.metres	Permitted Zones	Permitted Type
Advertising	10.0	Commercial Industrial	Facia, free standing or projecting
Community activity	2.0	All zones	Facia or free standing
Community information	None	All zones	Free standing
Directional	0.4	All zones	Free standing
Directory	6.0	All zones	Free standing
Home occupation	0.4	Residential	Facia or free standing
Political	6.0	Residential Commercial Industrial	Facia or free standing
Prohibition	0.6	All zones	Facia or free standing
Public building	2.0	All zones	Facia or free standing
Real estate	3.0	All zones	Facia or free standing
Scenic route	None	All zones	Free standing
Service & attraction	None	All zones	Free standing
Tourist area/region	None	All zones	Free standing
Travel info/infoCentre	None	All zones	Free standing
Warning	2.0	All zones	Facia, free standing or projecting

7. (2) No person shall erect any of the following signs without first obtaining a sign permit pursuant to the bylaw:
- (a) a projecting sign exceeding 0.2 square metres in area,
  - (b) a facia sign or free standing sign exceeding 3.0 square metres in area.
- (3) Notwithstanding subsection (2), where a sign permitted by this Bylaw constitutes a structure requiring a permit under the building Bylaw, a sign permit shall not be required in addition to the building permit.
- (4) Signs and sign structures shall be designed and constructed as provided for in this Bylaw, and in accordance with the Building Bylaw to resist wind and seismic and dead loads.

- (5) Canopy Signs
  - (a) A sign attached to the underside of a canopy, roof overhang, or similar structure shall have a minimum vertical clearance of 2.6 metres from the adjacent street level.
  - (b) a sign affixed to a canopy face shall not extend beyond the horizontal or vertical face of the canopy, and shall not project more than 0.3 metres from the said face.
- (6) Facia Signs
  - (a) Facia signs attached to a building wall shall not extend beyond the horizontal or vertical face of the wall, and shall not project more than 0.3 metres from the said wall.
  - (b) The total area of a facia sign or signs shall not exceed a ratio of 1 square metre for each 2 metres of building frontage on the street on which the sign or signs face.
- (7) The height of a free standing sign shall not exceed the lesser of:
  - (a) the maximum building height permitted under the Land Use Bylaw within the zone in which the sign is located; or
  - (b) 12.0 metres from the adjacent ground level.
- (8) Illuminated signs shall be connected to an electrical circuit on the premises on which the signs are located, and all electrical installations shall be approved by the Building and Safety Standards Branch of the Province of British Columbia.
- (9) Political signs shall not be located on any highway or other public lands, shall not be erected more than 45 days prior to the election to which they relate, and shall be removed within 7 days after the election. The organization or candidate on behalf of whom such signs have been erected shall be responsible for their removal.
- (10) Projecting signs shall not extend beyond the property line except in commercial zones where an overhang not exceeding 1.0 metres is permitted onto a street, providing the projection is structurally sound, the overhang has a minimum vertical clearance of 2.6 metres from the adjacent street level, and the sign is not higher than the roof line of the building or the structure to which it is attached.

**Responsibilities of Owners**

8. (1) No owner or other person shall commence the installation, nor authorize or permit the installation, of a sign unless any permit required by this Bylaw or Building Bylaw has first been obtained.
- (2) Every owner shall ensure the removal of any sign erected on his property when the purpose of the sign or the message thereon is no longer applicable.
- (3) Every owner shall ensure that all signs erected on his property are constructed and maintained in a safe and secure manner to avoid the risk of injury to any person or damage to any property.
- (4) Neither the granting of a sign permit, nor the acceptance of plans and specification, or any inspection which may be made by the Building Inspector, shall relieve the owner from responsibility for fully complying with the requirements of this Bylaw, the Building Bylaw if applicable, and any conditions attached to the sign permit.

**Application for Sign Permit**

9. (1) An application for sign permit shall be completed on the form attached hereto as Schedule A and forming a part of this Bylaw, and shall be accompanied by a permit fee of \$20.00.
- (2) In addition to the information on the application form and any requirements of the Building Bylaw, the applicant shall provide a sketch plan of the proposed sign including the text or other material to be included in the sign message.

**Sign Permits**

10. (1) Where the CAO is satisfied that an application for a sign permit, and the proposed sign, complies with the requirements of the Bylaw and any other applicable bylaw and the permit fee has been paid, the CAO shall issue a sign permit in the form prescribed in Schedule A.
- (2) A sign permit is void if construction of the sign is not completed within 6 months of the date on which the permit was issued.



**Removal of Signs**

11. (1) Council may, in accordance with Section 65 of the Community Charter, authorize the removal of a sign which contravenes the Bylaw, or which Council believes in an unsafe condition, and shall provide for 30 days' notice of the contemplated action to be given the owner, tenant or occupier of the property on which the sign is located.
- (2) Council may, in accordance with Section 250 of the Community Charter, by resolution direct and order the removal of a sign which the Council believes is so dilapidated as to be offensive to the community, and the order may provide that, in case of default by the owner, agent, lessee or occupier to comply with the order within the period named in it, the Municipality may enter and remove the sign at the expense of the person defaulting, and may further order that the charges for doing so, if unpaid on December 31 in any year, shall be added to and form part of the taxes payable on the land as taxes in arrears.

**Offences and Penalties**

12. Every person who
  - (a) violates any provision of this Bylaw, or
  - (b) causes, suffers, or permits any act or thing to be done in contravention or in violation of any provision of this Bylaw, or
  - (c) neglects or refrains from doing anything required to be done by any provision of the Bylaw, or
  - (d) fails to comply with any order, directive or notice given under this Bylaw, is guilty of an offence under this Bylaw and, upon summary conviction, is liable to a fine of not more than \$2,000.

**Effective Date of Bylaw**

13. Bylaw 811, Sign Bylaw, is hereby repealed.
14. This Bylaw shall come into full force and effect upon adoption.

READ A FIRST TIME this 12<sup>th</sup> day of April, 2011.

READ A SECOND TIME this 12<sup>th</sup> day of April, 2011.

READ A THIRD TIME this 12<sup>th</sup> day of April, 2011.

RECONSIDERED AND FINALLY ADOPTED this 26 day of April, 2011.



SKETCH PLAN OF PROPOSED SIGN (including the text or other material to be  
included in the sign message)

---

(for Village use only below this line)

**SIGN PERMIT**

This permit is issued on the basis of the information provided in the application and accompanying sketch plan, and on the condition that the proposed sign will comply with all requirements of the Sign Bylaw and any applicable requirement of the Building Bylaw.

Receipt of the \$20.00 permit fee is acknowledged, and this permit is issued on \_\_\_\_\_,  
20\_\_\_\_.

**TABLE OF METRIC AND IMPERIAL MEASUREMENTS**

**(Note: This table is provided solely as a convenience to users in converting the metric measurements in Bylaw 1104 to approximate Imperial equivalents.)**

**Square Metres to Square Feet**

0.1 square metres	=	1.1 square feet
0.2 square metres	=	2.1 square feet
0.3 square metres	=	3.2 square feet
0.4 square metres	=	4.3 square feet
0.5 square metres	=	5.4 square feet
0.6 square metres	=	6.5 square feet
0.7 square metres	=	7.5 square feet
0.8 square metres	=	8.6 square feet
0.9 square metres	=	9.7 square feet
1.0 square metres	=	10.8 square feet
2.0 square metres	=	21.5 square feet
3.0 square metres	=	32.3 square feet
4.0 square metres	=	43.0 square feet
5.0 square metres	=	53.8 square feet
6.0 square metres	=	64.6 square feet
7.0 square metres	=	75.3 square feet
8.0 square metres	=	86.1 square feet
9.0 square metres	=	96.9 square feet
10.0 square metres	=	107.6 square feet

**Metres to Inches and Feet**

0.3 metres	=	11.8 inches
0.7 metres	=	2.3 feet
1.0 metres	=	3.3 feet
2.0 metres	=	6.6 feet
2.5 metres	=	8.2 feet
2.6 metres	=	8.5 feet
12.0 metres	=	39.4 feet



## REQUEST FOR COUNCIL DECISION

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: April 3, 2023

SUBJECT: CBT Wildfire Risk Reduction Youth FireSmart Grant Administration

**PURPOSE:** To consider awarding the Project Management of the 2023 CBT Wildfire Risk Reduction Youth FireSmart Grant Committee

**OPTIONS:**

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

1. **Award the contract. *Agreement will be executed and work on the project will start.***
2. Request changes to the contract. *Council provides direction to staff regarding edits, and a revised proposal is considered at a future meeting. No work will begin until a contract is in place.*
3. Tender the proposed works. *Staff will post notice of the opportunity and, once submissions are received, recommend an award. This will delay the start of project activities.*

**RECOMMENDATION:**

THAT Council approves awarding Project Management for the 2023 Columbia Basin Trust 2023 Wildfire Risk Reduction Kaslo Youth FireSmart Initiative to Cathro Consulting Ltd. for \$40,350 plus GST; and, THAT the Mayor and Corporate Officer may execute a contract between the Village and Cathro Consulting Ltd. based on the approved project specifications.

**ANALYSIS:**

- A. **Background:** The Village has received a grant from the Columbia Basin Trust (CBT) of \$40,350 to deliver a Kaslo Youth FireSmart Initiative in 2023 through the Wildfire Risk Reduction program. The project manager will oversee delivery of the elements outlined in the grant application, ensuring that program goals are met and reporting is completed as required. The Village has entered into similar arrangements with Cathro Consulting for management of the 2020, 2021 and 2022 UBCM Community Resiliency Investment (CRI) FireSmart Community Funding & Supports Program.
- B. **Discussion:** The awarding of the 2020 CRI contract was the result of a formal RFP process, and Cathro Consulting was the only respondent. The contract was extended to cover funds received from the 2021 and 2022 CRI programs. Given the successful track record and the efficiencies that result from continuity, staff recommend awarding the management of the new CBT project directly to Cathro Consulting.
- C. **Attachments:**
  - Kaslo Youth FireSmart Initiative grant application
  - CBT Grant Funding Agreement
  - Draft Agreement between the Village and Cathro Consulting
- D. **Financial Implications:** All costs associated with delivery of the project are covered by grant funds and all project costs will flow through Cathro under this contract for the awarded cost.

- E. **Corporate Priority:** Work towards making Kaslo a FireSmart Community and carry out the Community Resilience Investment funded FireSmart treatment and education project.
- F. **Environmental Implications:** Increasing risk of wildfire is a recognized hazard of climate change and this program helps raise awareness and mitigate this risk.
- G. **Communication Strategy:** Positions to be filled will be advertised on the Village's website.

CAO Approval: 2023.04.11

## APPLICANT INFORMATION SECTION

<b>Organization Legal Name</b>	Village of Kaslo
<b>Mailing Address</b>	413 4th St
<b>City</b>	Kaslo
<b>Province</b>	BC
<b>Postal Code</b>	V0G 1M0
<b>Signing Authority Name</b>	John
<b>Last Name</b>	Cathro
<b>Phone Number</b>	(250) 505-3513
<b>Email Address</b>	cathro.john@gmail.com
<b>Is Signing Authority same as the Project Contact?</b>	Check if Signing Authority information is the same as the Project Contact information.
<b>Primary Contact Name</b>	John
<b>Primary Last Name</b>	Cathro
<b>Phone Number</b>	(250) 505-3513
<b>Email Address</b>	cathro.john@gmail.com

## PROJECT DETAILS SECTION

<b>Project Title (Limit of five words)</b>	Kaslo Youth FireSmart Program
<b>Project Location</b>	Village of Kaslo
<b>Estimated Start Date</b>	March 6, 2023
<b>Estimated Completion Date</b>	December 15, 2023
<b>What Project Category does your project fit? (select all that apply)</b>	4. skills development related to Categories 1, 2 and 3 above.
<b>What will your project do to build wildfire resiliency and reduce wildfire risk in your community? How will this be achieved and how will the proposed activities support your community(ies)' longer-term capacity to manage wildfire risks and solutions?</b>	This project will build on past communities efforts to strengthen capacity, in particular with youth, to reduce the risk of wildfire in our community. This includes supporting the continuation of the FireSmart Committee with honoraria to volunteers (recreation group reps, FireSmart neighbourhood reps), supporting our Youth FireSmart Coordinator fees and expenses and focusing on youth involvement, in the community and in the high school.

<p><b>Why is your organization best suited to deliver this project?</b></p>	<p>Kaslo has been working in FireSmart and fuel management activities since 2010, and with considerable focus since 2018 to raise awareness, build partnerships and engage the community to reduce the risk if wildfire. This includes fuel management projects on Municipal land, community engagement, Firesmart Assessments, starting our own FireSmart Committee and involving local youth a in doing a video on wildfire and climate change. In the past 4 years we have developed strong relationships with other local governments, provincial agencies and regional organizations to become more fire resilient.</p>
<p><b>Describe any partnerships (government, non-profit or private) that supported the development of your project, or that will support its implementation.</b></p>	<p>For the past 4 years we have been strengthening relationships with RDCK, BCWS, local trail user groups, local FireSmart Neighbourhoods, the JVH school and the Kaslo Community Forest. These groups and organizations are all on the Kaslo FireSmart Committee and are coordinating wildfire risk reduction activities in the community.</p>
<p><b>Describe how the communities benefiting from this project were involved in identifying priorities and plans for wildfire risk mitigation, and how this project will address these priorities/plans.</b></p>	<p>The Kaslo FireSMart Committee has met over the past two years to discuss and identify priority activities. These include focusing on a updated CWRP (CRI 2023 funding), assessing the water flow and availability adjacent to the community, continuing with fuel mitigation projects on municipal land, partnering with the Kaslo Community Forest on training and youth mentorship and expanding then Kaslo FireSMart Committee to include all of Area D (2023 CRI).</p>
<p><b>Does your project address any identified wildland urban interface (WUI) risks (e.g. adjacent to critical infrastructure, within 1km of valued assets, within 2km of community, easily accessible)? Explain.</b></p>	<p>All activities in this application are within the Kaslo WUI and risks identified through the 2016 CWPP, through discussions with then FireSMart Committee and through community engagement.</p>
<p><b>Have you applied/are you applying to other Community Resiliency Investment (CRI) programs (within the last year) for any activities that are also included in this application?</b></p>	<p>Yes</p>
<p><b>COMMUNITY RESILIENCY</b></p>	
<p><b>CRI Program</b></p>	<p><b>Activities for which you have requested funding</b></p>
<p>FireSmart Community Funding &amp; Supports (FSFC)</p>	<p>Development of a CWRP, FireSmart Coordinator, Fuel management implementation, FireSmart Committee, Outreach and education</p>
<p>UBCM BCWS FireSmart Economic Recovery Initiative</p>	



Community Forest Association BCWS Economic Recovery Initiative	We are working closely with the Kaslo and Area Community Forest who are applying for funds through this initiative to develop a tactical plan on then south face of Mount Buchanan along the Fire Access Trail.
Crown Land Wildfire Risk Reduction / Forest Employment Program	
Forest Enhancement Society of BC	We are working closely with the Kaslo and Area Community Forest who are applying for funds through this initiative to develop a tactical plan on then south face of Mount Buchanan along the Fire Access Trail.
<b>Apart from activities not covered by the CRI programs, are there any other ways in which this project will address known gaps in provincial supports?</b>	The main focus here is to ensure that the Village has the capacity to continue to engage with the community, particularly the youth. This includes funding for a Youth FireSmart Coordinator, honoraria for volunteers on the FireSmart Committee and the development of a youth engagement program, specifically a video made by, and starring, youth. The focus on youth is a recommendation from the outreach and engagement of the FireSmart Committee over the last two years -- the idea is that we need to recruit youth to be involved and get interested in the spectrum of work available through FireSmart across all 7 disciplines.
<b>Does your project include creating or updating a fuel management prescription?</b>	No
<b>Does your project include creating or updating a burn plan for local government-owned or First Nations land?</b>	No
<b>Does your project include treatment of wildfire fuel accumulation?</b>	No
<b>How will the project be evaluated and how will you know if it has been successful?</b>	The project will be managed by the Village of Kaslo and overseen by the FireSmart Committee. Through ongoing engagement with the community the activities of this project will be tested and modified to make sure we are achieving our objectives. Key performance indicators will be: staying on budget and on time, the number of people we interact with in person and specifically the number of youth that are engaged.

## JOB INFORMATION

<b>Job Category</b>	<b>Number of positions created</b>	<b>Type of position</b>	<b>Number of person-hours of work completed</b>
Seven FireSmart disciplines	4	Part-time	800
Planning/Prescription Development (Fuel Management and Cultural / Prescribed Fire)			

Treatment – Manual (e.g., pruning, hand raking)			
Treatment – Mechanical (e.g., mechanical thinning, processing)			
Treatment - Cultural or Prescribed Fire			

## WORKPLAN

Activity	Overseen by	Start Date	End Date
Develop a Youth involvement Program	Youth FireSmart Coordinator	March 13, 2023	December 15, 2023
Youth FireSmart Coordinator	Project Manager	March 13, 2023	December 15, 2023
Youth FireSmart Files	Youth FireSmart Coordinator	March 31, 2023	December 15, 2023
FireSmart Committee	Project Manager	March 27, 2023	December 15, 2023

## PROJECT BUDGET SECTION

### Contract Fees Budget Details

Cash Budget Item	Total Amount Required
FireSmart Youth Coordinator	21600
FireSmart Committee Honoraria	6750
<b>Subtotal Contract Fees Budget</b>	<b>\$28,350.00</b>

### Marketing and Communications Details

Cash Budget Item	Total Amount Required
Video Production	9500
Outreach Material	2500
<b>Subtotal Marketing and Communications Budget</b>	<b>\$12,000.00</b>

### Training Budget Details

Cash Budget Item	Total Amount Required
<b>Subtotal Training Budget</b>	<b>\$0.00</b>

### Capital Costs Details

Cash Budget Item	Total Amount Required
<b>Subtotal Capital Budget</b>	<b>\$0.00</b>

Other Costs Budget Details		
Cash Budget Item	Total Amount Required	
Subtotal Other Cost Budget	\$0.00	
<b>TOTAL PROJECT CASH BUDGET</b>	<b>\$40,350.00</b>	
REVENUE SOURCES		
Source Name	Confirmed (Y/N)	Amount
Columbia Basin Trust	No	40350
CRI	No	
<b>TOTAL CASH REVENUE</b>	<b>\$40,350.00</b>	
FINAL STEPS SECTION		
Describe what contributions are being made to the project other than cash. In-kind contributions are goods or services donated to your project from another organization or individual that you would have otherwise had to pay for.	<p>The Village of Kaslo will provide staff time for administration in kind, estimated to be about 10% of the project value or \$3,180.00.</p> <p>The CRI budget is expected to be about \$180,000 for 2023, and the application will be submitted in mid November. Funding from this pram will provide additional support for the Youth FireSmart Coordinator with additional education and outreach materials, the continuation of the FireSmart Committee and the development of an updated CWRP</p>	
Before uploading your supporting document, ensure the file name is clear and identifies the content.	<p><a href="https://forms.ourtrust.org/wp-content/uploads/formidable/898/2022_10_24_Kaslo_CB_T_Letter-of-Support-RDCK.pdf">https://forms.ourtrust.org/wp-content/uploads/formidable/898/2022_10_24_Kaslo_CB_T_Letter-of-Support-RDCK.pdf</a></p> <p><a href="https://forms.ourtrust.org/wp-content/uploads/formidable/898/KDCFS-Letter-of-Support_VOK.pdf">https://forms.ourtrust.org/wp-content/uploads/formidable/898/KDCFS-Letter-of-Support_VOK.pdf</a></p>	
Is there anything else you would like to add that has not already been mentioned?	Thank you to Tove and others on your team for helpful advice during the preparation of this application.	
What is the main, and first, way you heard about this program?	Trust Staff	
Would you like to receive email correspondence from the Trust?	Yes	
How do you like to receive news and hear about updates from the Trust?	Email from staff	
I have read and agree to the declaration above.	I Agree	

<b>Date</b>	October 31, 2022
<b>Applicant Name</b>	John Cathro
<b>Applicant Title</b>	Village of Kaslo Wildfire Risk Reduction Project Manager

# CONTRIBUTION AGREEMENT

---

## VILLAGE OF KASLO

413 4<sup>th</sup> St  
Kaslo, BC V0G 1M0

('Recipient')

## COLUMBIA BASIN TRUST

Suite 300, 445 – 13<sup>th</sup> Avenue  
Castlegar, BC V1N 1G1

('Trust')

**WHEREAS** in accordance with the Trust's purposes as set out in the *Columbia Basin Trust Act*, the Trust wishes to provide a grant for the project described in Schedules A, B, C, and D (Project) to be carried out by the Recipient and the Recipient has the capacity to carry out the Project.

**NOW THEREFORE** this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

### 1. TERMS OF THE AGREEMENT

- 1.1 This Agreement will commence on January 16, 2023 and will, subject to Section 6 hereof, terminate on receipt and the Trust's approval of the Recipient's Final Report (as described in Schedule A hereto).
- 1.2 The obligations set out in Sections 9, 11 and 18.5 continue after the end of this Agreement.

### 2. PROJECT

- 2.1 The Recipient will undertake the Project described in Schedules A, B, C, and D hereto in accordance with the terms of this Agreement.
- 2.2 The Recipient will not make any material changes to the Project without the prior written consent of the Trust.
- 2.3 Information used to support this Agreement that has been provided by the Recipient, either through an application process, funding request, or other submission, will be relied upon and considered accurate. The Recipient will immediately notify the Trust of any changes to any information provided to the Trust that relates to this Agreement.

### 3. GRANT

- 3.1 The Trust will provide a grant to the Recipient in the amount of \$40,350 (the 'Grant'), such Grant to be payable in the amounts and at the times described in Schedule A hereto.
- 3.2 The Recipient will use the Grant only for the purpose of defraying Eligible Expenses as set out in Schedules A and B related to carrying out the Project. The Recipient must repay any portion of the Grant that is not spent in accordance with this Agreement.
- 3.3 If the Project is cancelled subsequent to the commencement of this Agreement, the Recipient will immediately thereafter return the Grant to the Trust, or in the event a portion of the Grant has been expended, the amount then remaining, along with an accounting of all expenditures.
  - a. If, at the conclusion of the Project, a portion of the Grant remains unexpended, then the

- Recipient must repay to the Trust the unexpended portion.
- 3.4 An obligation on the Trust to make a payment under this Agreement is dependent on budget approval of funds by the Trust for the fiscal year in which the payment is to be made, regardless of any other provision in this Agreement.
- 3.5 If the Recipient receives funding for or in respect of Eligible Expenses as set out in Schedules A and B from any person, firm, corporation, or other government or governmental body, then the Recipient must immediately reimburse the Trust for that amount of the Grant at the conclusion of the Project.
- 3.6 The Trust has no obligation to provide the Grant to the Recipient unless the Recipient has complied with the criteria set out in this Agreement.

### 4. REPORTING

- 4.1 The Recipient will report to the Trust regarding the Project as described in Schedule A.

### 5. ACKNOWLEDGEMENT OF THE TRUST AND PROVINCE OF BRITISH COLUMBIA CONTRIBUTION

- 5.1 The Recipient will use its best efforts to acknowledge the Trust and the Province of British Columbia by acknowledging their contributions to the Project according to the acknowledgement protocol set out in Schedule C.

### 6. EARLY TERMINATION

- 6.1 If a material provision of this Agreement is breached by the Recipient, the Trust may terminate this Agreement immediately on written notice to the Recipient.
- 6.2 In the event of a termination described in Section 6.1, the Trust will pay only such portion of the Grant not then advanced pursuant to Schedule A for Project costs up to the effective date of termination, which costs will not exceed the amount of the Grant.

**7. ASSIGNMENT AND SUB-CONTRACTING**

- 7.1 The Recipient will not assign this Agreement or the Grant or any part thereof without the prior written consent of the Trust.
- 7.2 No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations as set out in this Agreement or impose upon the Trust any obligation or liability arising from any such sub-contract.

**8. RECIPIENT'S REPRESENTATIONS AND WARRANTIES**

- 8.1 The Recipient represents and warrants that:
  - a. If it is a corporation or other statutory entity duly incorporated or created under its applicable corporate legislation it is in good standing under the laws of each jurisdiction in which it is required to be registered and will maintain its corporate existence in good standing during the term of this Agreement;
  - b. it has the power and authority to enter into this Agreement; and
  - c. it has the power, authority and capacity to carry out the Project.

**9. INDEMNITY**

- 9.1 The Recipient will indemnify and save harmless the Trust, its officers, directors, employees, servants and agents from and against any and all claims and demands, including personal injury or death, arising from the Recipient's implementation of the Project except to the extent that such loss is caused or contributed to by the negligence of the Trust.

**10. FURTHER ASSURANCES**

- 10.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

**11. FINANCIAL MANAGEMENT AND AUDIT**

- 11.1 The Recipient agrees to establish and maintain books of account, invoices, receipts and vouchers for all Eligible Expenses as set out in Schedules A and C incurred for the Project and will provide the same to the Trust on request.
- 11.2 The Recipient agrees to permit the Trust, its agents and/or its auditors to inspect, and obtain copies on request, at all reasonable times, including subsequent to the termination of this Agreement, all records related to the Project.

**12. SEVERABILITY OF PROVISIONS**

- 12.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.

**13. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 13.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or from, will not be considered to be a breach of any term of the Agreement.

**14. NOTICES**

- 14.1 Any notice or communication required to be given under the Agreement will be in writing and will be delivered personally or by courier, electronic mail or facsimile addressed to the other party at the address provided above or at such other address as either party will later designate to the other in writing.

**15. DISPUTE RESOLUTION**

- 15.1 If a dispute should arise regarding this Agreement, the parties agree to attempt to resolve such dispute by discussion.
- 15.2 Any dispute which cannot be resolved within thirty (30) days pursuant to Section 15.1 will be resolved by mediation. The Trust and the Recipient will agree on the choice of mediator and will share the cost equally.

**16. AMENDMENT AND INTERPRETATION**

- 16.1 No amendment of this Agreement will be valid unless it is agreed to in writing and signed by the parties hereto. The Trust may, in its sole discretion, waive one or more terms of the Agreement and any such waiver must be in writing.
- 16.2 In the event of a conflict or inconsistency in any provision in any Schedule or other attachment to this Agreement and the main body of this Agreement, the main body of this Agreement will prevail.

**17. INSURANCE**

- 17.1 The Recipient will maintain insurance coverage for all risks arising from the Project in such amounts and with such insurers as are appropriate having regard to the nature of the Project and the risks associated therewith.

**18. GENERAL**

- 18.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 18.2 This Agreement constitutes the entire agreement between the parties pertaining to the matters contemplated hereby.

- 18.3 Nothing contained in this Agreement will be construed to place the parties in the relationship of agent and principal, master and servant, settlor and trustee, partners or joint ventures and neither party will have any right to obligate or bind the other party in any manner.
- 18.4 Time is of the essence hereof.
- 18.5 The Recipient acknowledges that the Trust is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Trust may be required by law to disclose information relating to the Recipient, this Agreement, the Project, any associated reporting, and the Grant. The Recipient consents to the release of such information and acknowledges that this

consent is made pursuant to Section 33.1(1) of the *Freedom of Information and Protection of Privacy Act*. The Recipient agrees that the Trust may disclose the Recipient's name, location and the amount and nature of any related funding to the public, individuals or any other entity in furtherance of the Trust's public purposes.

- 18.6 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 18.7 All parties agree that participation in this Project is without prejudice to the aboriginal title and rights of any First Nation, Band or members thereof.

This Agreement has been executed on behalf of the Trust and the Recipient as of the dates indicated below:

**VILLAGE OF KASLO**

Signed by:



Name: IAN DUNLOP

Title: CHIEF ADMINISTRATIVE OFFICER

Date: FEBRUARY 15, 2022

**COLUMBIA BASIN TRUST**

Signed by:



Name: Aimee Ambrosone

Title: Executive Director, Delivery of Benefits

Date: January 17, 2023

# SCHEDULE A

---

## Project: Kaslo Youth FireSmart Initiative

### A. Project Description

The purpose of the Project is in furtherance of the public purpose of the Trust and is specifically to support the Village of Kaslo to reduce wildfire risk in their community by funding a Youth FireSmart Coordinator, providing honoraria for volunteers on the FireSmart committee and creating a youth-produced, local FireSmart video.

### B. Duties and Deliverables

The Recipient will be responsible for all aspects of the supervision and administration of the Project, including:

1. carrying out the Project in accordance with the Project application dated October 31, 2022 and subsequently approved by the Trust, including:
  - a. funding a Youth FireSmart Coordinator;
  - b. providing honoraria for volunteers on the FireSmart committee;
  - c. producing a local FireSmart video made by and starring youth;
2. using the Grant for Eligible Expenses as set out in Schedule B;
3. securing and ensuring compliance with all regulatory standards, approvals and permits necessary to carry out the Project, including but not limited to:
  - a. those related to the seven FireSmart™ Disciplines; and
  - b. those related to planning and operational fuel management, including but not limited to the BC Wildfire Service Tools for Fuel Management Guidance, Wildfire Risk Reduction Planning Standard, 2022 Fuel Management Prescription Guidance and BCWS Prescribed Fire Burn Plan Template;
4. ensuring that all adults involved in the Project who will have contact with vulnerable populations, including minors, have passed a criminal record check conducted through the RCMP or the BC Criminal Records Review Program;
5. providing a copy of the certificate of insurance or copy of each policy certified by the insurer showing the Trust as additional insured;
6. ensuring the Recipient and its subcontractors maintain a WorkSafeBC account in good standing for the term of the Project;
7. completing all Project activities by December 15, 2023; and
8. documenting lessons learned, successes and challenges, and outcomes inherent to the Project;
9. adhering to Trust and BC Wildfire Service provincial branding standards for all public signage related to the Project as set out in Schedule D.

### C. Reporting Schedule

The Recipient will report as follows:

1. Interim Report due on or before June 15, 2023, which must include, but is not limited to, a completed Interim Report on the template provided by the Trust; and
2. Final Report due on or before February 15, 2024, which must include, but is not limited to, a completed Final Report on the template provided by the Trust.

### D. Payment Schedule

The Trust will pay the Recipient as follows:

1. \$20,300 within 20 business days upon receipt of this fully signed Agreement;
2. \$16,000 by August 1, 2023; and
3. \$4,050 by April 1, 2024.



## SCHEDULE B

---

### Project: Kaslo Youth FireSmart Initiative

#### List of Eligible Expenses for Use of Grant

- fuel management planning and prescriptions (including prescribed fire):
  - plan and prescription development or updating activities: site evaluation, field reconnaissance, wildfire threat assessment plots (if applicable), data collection and the evaluation of site access, lay out and traversing of proposed areas for treatments, and preparation of all reporting requirements including maps and spatial data.
- operational fuel management projects:
  - pre-treatment activities: activities required to obtain authorizations, danger tree assessments, notification to First Nations and stakeholders and public engagement activities;
  - treatments: pruning, thinning, tree falling, brushing, grazing, debris management (e.g. pile and burning) and/or reforestation; and
  - post-treatment activities: completion of post treatment data collection, signage and post treatment report and preparation of all final report requirements.
- costs related to relevant skills development and training (e.g. instructor costs, first aid, Power Saw Safety and Danger Tree Assessment Certification);
- capital purchases required for effective project delivery up to **\$10,000 maximum** (e.g. hand tools and other small-scale equipment); and
- community FireSmart™ Resiliency Committee Coordinator costs for those recipients (e.g. community associations, registered non-profits) that are **ineligible** to the CRI FireSmart™ Community Funding and Support program (e.g. administration of Community FireSmart™ and Resiliency Committee meetings, minutes and agendas, determining topics, setting meetings and furthering action items for the Committee, sharing information with the project FireSmart™ Committee, etc.).

The following costs are also eligible provided they directly relate to eligible Project activities as set out in the Project application:

- incremental staff and administration costs that are above and beyond typical operational costs (e.g. authorizations for land management);
- consultant costs;
- project management costs;
- public information/communication costs (e.g. post-treatment signage and education); and
- other costs reasonably incurred that are directly tied to eligible Project activities.

## SCHEDULE C

---

### Project: Kaslo Youth FireSmart Initiative

#### **Acknowledgement Protocol**

For the purposes of this Agreement, External Project Communications means communication between the Recipient and those outside the Recipient organization announcing or describing the Project, including:

- news or media releases announcing the Project;
- public presentations on the Project;
- Project information on the Recipient website; and
- public signage for the Project.

In External Project Communications, the Recipient shall acknowledge the Project (Project Acknowledgement) is funded through a partnership between the Province of BC and the Trust and that the Trust is administering the program on behalf of the program partners within the Columbia Basin.

#### **Columbia Basin Trust and Province of BC Logo Usage**

When the Recipient promotes the Trust and Province-supported project, initiative or event, acknowledge the contributions by mentioning the Trust and the Province on social media, on your website and in project-related promotional materials. To download a copy of the Trust's logo visit, <https://ourtrust.org/logo>.

To receive a copy of the Province logo, email BC Wildfire Service representative Forrest Tower at [Forrest.Tower@gov.bc.ca](mailto:Forrest.Tower@gov.bc.ca)

#### **Project acknowledgement**

Acknowledgement statements can also be included on these materials along with the logos, if there is room. Two examples are:

[Recipient] acknowledges the support of Columbia Basin Trust and the Province of BC; or

[Project Name] is made possible with support from Columbia Basin Trust and the Province of BC.

# SCHEDULE D

## Project: Kaslo Youth FireSmart Initiative

### Public Signage

The Recipient shall ensure that all public signage for the Project conforms to approved BC Wildfire Service and Columbia Basin Trust branding standards. Download digital copies of preapproved (Example 1) and customizable (Example 2) public signage [here](#). If you select a customizable sign; you must send a digital file of your customized sign to the Trust for approval, prior to printing, at email [wildfire@ourtrust.org](mailto:wildfire@ourtrust.org).

Example 1

PRE-APPROVED, NOT CUSTOMIZABLE


## WILDFIRE RISK REDUCTION FUEL MANAGEMENT PROJECT

Wildfire risk reduction treatments help decrease the intensity of future wildfires and minimize the potential for a crown fire to spread or "spot" (when embers are carried away by the wind to start new fires nearby) by decreasing the amount of forest fuels available to burn. Treated areas serve as fuel breaks, which help separate fuel sources.


Wildfire risk reduction treatments may include:

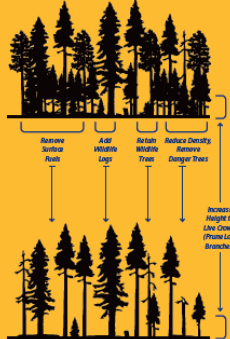
- » **REDUCING** the amount of "ladder fuels" (lower branches that make it easy for a fire to spread to treetops), through pruning, brushing and understory thinning
- » **REDUCING** the amount of "surface fuels" on the forest floor, by gathering combustible material into piles and burning it when regulations allow
- » **THINNING** the forest canopy (where it makes sense to do so) to reduce the spread and intensity of crown fires
- » **REMOVING** dead, standing trees that have the potential to fuel a wildfire or pose a safety risk to people engaged in recreational activities in the area

FireSmart is a shared responsibility, and managing forest fuels on Crown land is just one way of reducing wildfire risks. Using FireSmart principles will also help reduce wildfire risks on private property and in communities.





Download the *FireSmart Begins at Home* manual:  
<http://firesmartbc.ca/homemanual>





Remove Surface Fuels  
Add Wildlife Logs  
Reduce Wildlife Trees  
Reduce Density Remove Danger Trees  
Increase Height to Live Crown (Prune Lower Branches)

Learn how to make your community more FireSmart by visiting the BC Wildfire Service website at [bcwildfire.ca](http://bcwildfire.ca) or the British Columbia FireSmart website at [firesmartbc.ca](http://firesmartbc.ca)

Example 2

APPROVAL REQUIRED, CUSTOMIZABLE

## [LOCATION] WILDFIRE RISK REDUCTION FUEL MANAGEMENT PROJECT

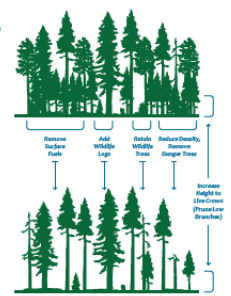
Wildfire risk reduction treatments help decrease the intensity of future wildfires and minimize the potential for a crown fire to spread or "spot" (when embers are carried away by the wind to start new fires nearby) by decreasing the amount of forest fuels available to burn. Treated areas serve as fuel breaks, which help separate fuel sources.

Wildfire risk reduction treatments may include:


- » **REDUCING** the amount of "ladder fuels" (lower branches that make it easy for a fire to spread to treetops), through pruning, brushing and understory thinning
- » **REDUCING** the amount of "surface fuels" on the forest floor, by gathering combustible material into piles and burning it when regulations allow
- » **THINNING** the forest canopy (where it makes sense to do so) to reduce the spread and intensity of crown fires
- » **REMOVING** dead, standing trees that have the potential to fuel a wildfire or pose a safety risk to people engaged in recreational activities in the area.

**Conditions Before Fuel Management Treatment**

Add a Project image here.






Remove Surface Fuels  
Add Wildlife Logs  
Reduce Wildlife Trees  
Reduce Density, Remove Danger Trees  
Increase Height to Live Crown (Prune Lower Branches)



FireSmart is a shared responsibility, and managing forest fuels on Crown land is just one way of reducing wildfire risks. Using FireSmart principles will also help reduce wildfire risks on private property and in communities.

Download the *FireSmart Begins at Home* manual:  
[firesmartbc.ca/homemanual](http://firesmartbc.ca/homemanual)



Learn how to make your community more FireSmart by visiting the BC Wildfire Service website at [bcwildfire.ca](http://bcwildfire.ca) or the British Columbia FireSmart website at [firesmartbc.ca](http://firesmartbc.ca)

## Agreement for Services



This agreement dated for reference \_\_\_\_\_, 20\_\_.

Between:

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

(the "Village")

And

**Cathro Consulting Ltd.**  
PO Box 1193, Kaslo, BC V0G 1M0

("the Contractor")

In consideration of the mutual terms and covenants contained herein, the parties agree as follows:

### **1. Definitions**

"Agreement" means this agreement and includes any schedules referenced herein and appended hereto

"Funder" means the Columbia Basin Trust

"Project" means the scope of work described in Schedule "A" of this agreement

### **2. Term**

2.1. This Agreement shall be in effect from April 15, 2023, until February 15, 2024, or such earlier time that the Project is completed to the satisfaction of the Village and the Funder.

### **3. Scope of Work**

3.1. The Contractor shall provide all labour, expertise, materials and equipment required to complete the Project, as described in Schedule "A"

### **4. Payment**

4.1. The Village shall pay the Contractor not more than \$40,350.00 plus applicable GST for completion of the Project.

4.2. The Contractor shall invoice the Village monthly for work performed.

4.3. The Village shall pay all invoices within 30 days of receipt, except for a final holdback of 10% of the contract price, or \$4,035, which shall be paid upon acceptance by the Funder of final reporting for the project

## **5. Contractor Responsibilities**

5.1. The Contractor shall at all times during the Term and thereafter treat as confidential all information and material obtained as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the Village except as required by law.

5.2. The Contractor shall release, indemnify and save harmless the Village, its elected officials, officers and employees of and from all claims, demands, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Project except liability arising out of any independent negligent act by the Village.

5.3. The Contractor shall maintain WorkSafe BC coverage and comprehensive general liability coverage in the minimum amount of \$5,000,000 with the Village listed as an additional insured.

5.4. The Contractor shall ensure that all subcontractors and suppliers are insured and meet all WorkSafeBC and Business Licence requirements to work in the Village.

## **6. General Provisions**

6.1. Changes to this Agreement may only be made in writing and must be signed by authorized signatories of all parties.

6.2. Any notice required to be given under this Agreement shall be deemed to be sufficiently given if delivered by email to the address set out below, upon acknowledgement of receipt by the recipient:

Village: Catherine Allaway, Corporate Officer [allaway@kaslo.ca](mailto:allaway@kaslo.ca)

Contractor: John Cathro [cathro.john@gmail.com](mailto:cathro.john@gmail.com)

6.3. If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Village may terminate this Agreement by providing written notice to the Contractor.

6.4. In the event that this Agreement is terminated, the Contractor shall be paid by the Village for services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Village for damages or

costs incurred by the Village or any person employed by or on behalf of the Village arising from the Contractor's default.

6.5. The legal relationship between the Contractor and the Village is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Village to be that of employee and employer.

6.6. Time is of the essence for this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**VILLAGE OF KASLO**  
by its authorized signatories

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

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

**THE CONTRACTOR**  
by its authorized signatories

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

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

## **SCHEDULE A**

### **Project Description and Scope of Work**

1. The Contractor will deliver a Youth FireSmart Initiative for the Village of Kaslo.
2. Duties will include delivering the activities as outlined in the successful application for funding from the Columbia Basin Wildfire Readiness Initiative, including preparing all required reporting and providing overall management of the project.
3. The Contractor agrees to conduct all work in accordance with the terms specified in the following documents, copies of which are available from the Village upon request:
  - Contribution Agreement between the Village of Kaslo and the Columbia Basin Trust (Project #19,421) including Schedules A through D.
4. The Contractor shall be responsible for managing the activities of subcontractors or suppliers.