

Agenda Regular Meeting of Council

Council Chambers - City Hall 413 Fourth Street, Kaslo

Page

6 - 10

1. CALL TO ORDER

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

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

2. ADOPTION OF THE AGENDA

- 2.1 Addition of late items
- 2.2 Adoption of the agenda
 Recommendation: THAT the agenda for the 2024.11.12, Council Meeting be adopted as presented.

3. ADOPTION OF THE MINUTES

2024.10.22 Minutes DRAFT 🖉

Recommendation: THAT the minutes of the 2024.10.22, Council Meeting be adopted as presented.

4. **DELEGATIONS**

4.1Fire Chief Eric Graham11 - 18Fire Chief Graham will provide an update about Kaslo & Area Volunteer
Fire Department activities.11 - 18

2024 ANNUAL REPORT_KVFD.pdf 🖉

5. INFORMATION ITEMS

5.1 Council Reports

19 - 24

	Mayor's Report Ø	
	 FCM Board of Directors Gathering September 2024 Ø 	
	Councillor Reports	
5.2	Committee Meetings	25 - 36
	2024.10.21 Liquid Waste Monitoring Committee Meeting Minutes	
	DRAFT Ø	
	2024.11.04 Accessibility Committee Meeting Minutes DRAFT 🖉	
	2024.11.05 Recreation Grants Committee Meeting Minutes DRAFT 🔗	
5.3	Staff Reports	37 - 40
5.5	CAO Report	
	FireSmart Reports	
	• Trivia Night Ø	
	 Outdoor Class Event Ø 	
	• FireSmart Rebates 2024	
5.4	Correspondence	41 - 56
	RDCK Tipping Fee Increase Ø	
	Malik re South Beach 🖉	
	Van Koughnett re South Beach 🖉	
	Wells-Thomson re South Beach 🖉	
	South Beach Working Group re South Beach 🔗	
	H Baer re Pickleball 🔗	
QUESTION I	PERIOD	
-	y for members of the public to ask questions or make comments	
	ns on the agenda.	
BUSINESS		

7.1 Council's Strategic Priorities To affirm Council's Strategic Priorities through 2025 and seek direction for effective implementation.

Staff Report - Council's Strategic Priorities through 2025 Ø

Recommendation:

6.

7.

THAT Council's Strategic Priorities through 2025 be adopted as presented in the Staff Report titled Council's Strategic 57 - 65

THAT the CAO ensures staff work plans align with Strategic Priorities through 2025.	Council's
THAT the CAO provides Council with quarterly upo Council's Strategic Priorities through 2025.	lates on
THAT the CAO schedules an annual review of Cour Strategic Priorities for the fall of 2025.	ıcil's
Council Code of Conduct To provide Council with a draft Code of Conduct policy for i	e its review.
Staff Report - Council Code of Conduct 🖉	
Recommendation:	
THAT the Council Code of Conduct policy be adopt presented within a Staff Report dated November	
Disposition of Municipal Lands (515 Sixth Street) To seek a resolution to dispose of Lot 60, 515 Sixth Street to Edwards.	o Margaret
Staff Report - Final Disposition of Lot 60, 515 Sixth Street	Ø
Recommendation:	
THAT the Village dispose of PID 032-057-130 to Ma Edwards in the amount of \$718, AND	ırgaret
THAT the Corporate Officer fully executes the pure sale agreement, and land transfer as described in Report titled Disposition of Lot 60, 515 Sixth Stree November 5, 2024.	the Staff
Service BC Lease To seek Council's approval to fully execute a lease agreem	ent for
Service BC's use of office space at City Hall.	

August 31st, 2028.

7.5 RDCK Municipal Services Agreement - FireSmart To seek authorization from Council to extend the Municipal Services Agreement with the Regional District of Central Kootenay for the FireSmart program.

Staff Report - RDCK Municipal Services Agreement - FireSmart 🖉

Attachment - Municipal Service Agreement (expired) 🖉

Attachment - Amendment to the Municipal Service Agreement 🖉

Recommendation:

THAT the Corporate Officer sign the amendment to the Municipal Services Agreement between the Village of Kaslo and the Regional District of Central Kootenay regarding the FireSmart program.

7.6 Imperial Oil License Renewal To seek direction from Council regarding the License Agreement with Imperial Oil for the "Esso Lands" that will expire on October 31, 2025.

Staff Report - Imperial Oil License Agreement 🖉

Recommendation:

THAT the Village of Kaslo advise Imperial Oil that it wishes to extend the License Agreement for 307 Fifth Street (Lot 1 Plan NEP11799 District Lot 208 Kootenay Land District) for a five-year term through October 2030.

7.7 Award of Fall Recreation Grant Funds To consider allocating Fall Recreation Grant funds.

Report - 2024 Fall Recreation Grants 🖉

Attachment - 2024 Fall Rec Grants Summary 🔊

Recommendation:

THAT 2024 Fall Recreation Grants be awarded as follows:

- Kaslo & Area Senior Citizens' Association \$500
- Kaslo & Area Youth Council \$300
- Kaslo & District Minor Hockey \$500
- Kaslo Racquet Club \$500
- Kaslo Baseball & Softball Association \$500
- Kootenay Lake Historical Society \$400

98 - 99

100 - 101

	• KLISS/Periwinkle - \$500 • Kaslo Outdoor Recreation & Trails Society - \$500 • Kaslo & District Public Library Association - \$500	
7.8	Grant Application - Lake Water Quality Monitoring To consider a recommendation from the Liquid Waste Monitoring Committee that the Village apply for grant funding for lake water quality monitoring.	102 - 104
	Staff Report - Grant Application - Lake Water Quality Monitoring 🖉	
	Recommendation:	
	THAT the Village applies to the Province of BC's Infrastructure Planning Grant Program for funding to conduct lake water quality monitoring as described in the Staff Report titled Grant Application - Lake Water Quality	
	Monitoring dated November 6, 2024; AND if successful with its grant application, THAT the Village conduct lake water quality monitoring in	
7.9	Monitoring dated November 6, 2024; AND if successful with its grant application,	105 - 119
7.9	Monitoring dated November 6, 2024; AND if successful with its grant application, THAT the Village conduct lake water quality monitoring in accordance with its Liquid Waste Monitoring Plan. Business Licence Amendment Bylaw No. 1307, 2024	105 - 119
7.9	 Monitoring dated November 6, 2024; AND if successful with its grant application, THAT the Village conduct lake water quality monitoring in accordance with its Liquid Waste Monitoring Plan. Business Licence Amendment Bylaw No. 1307, 2024 To consider making changes to the Business Licence Bylaw. 	105 - 119
7.9	 Monitoring dated November 6, 2024; AND if successful with its grant application, THAT the Village conduct lake water quality monitoring in accordance with its Liquid Waste Monitoring Plan. Business Licence Amendment Bylaw No. 1307, 2024 To consider making changes to the Business Licence Bylaw. Staff Report - Business Licence Amendment Bylaw 1307 🖉 	105 - 119
7.9	 Monitoring dated November 6, 2024; AND if successful with its grant application, THAT the Village conduct lake water quality monitoring in accordance with its Liquid Waste Monitoring Plan. Business Licence Amendment Bylaw No. 1307, 2024 To consider making changes to the Business Licence Bylaw. Staff Report - Business Licence Amendment Bylaw 1307 ? Attachment - Business Licence Bylaw 1260 ? Attachment - Business Licence Amendment Bylaw No. 1307, 2024 	105 - 119

- 9. IN CAMERA NOTICE
- **10. ADJOURNMENT**

8.

Recommendation: THAT the meeting be adjourned at _____ p.m.

Council Meeting - Oct 22 2024 Minutes



Tuesday, October 22, 2024 at 6:00 PM Council Chambers - City Hall 413 Fourth Street, Kaslo

Present: Chair: Mayor Hewat Councillors: Bird, Brown, Lang, Leathwood Staff: CAO Baker, CO Allaway, Jessie Lay Public: 8

1. CALL TO ORDER

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

2. ADOPTION OF THE AGENDA

- 2.1 Addition of late items
- 2.2 Adoption of the agenda

209/2024 THAT the agenda for the 2024.10.22 Council Meeting be adopted as amended to include item 8.1 - Accessibility Committee Appointment (A. Halliday)

Carried

3. ADOPTION OF THE MINUTES

210/2024 THAT the minutes of the 2024.10.08 Council Meeting be adopted as presented.

Carried

4. **DELEGATIONS**

PAGE 1 OF 5

4.1 Erin Lawrence, WildSafe BC Coordinator The Kaslo & Area WildSafe BC Coordinator provided an update on activities carried out as part of the 2024 program.

5. INFORMATION ITEMS

- 5.1 Council Reports Mayor's Report
 - Mayor Hewat answered questions from Council regarding items covered in her written report.

Councillor Reports

- Councillor Lang provided a verbal report regarding his participation at the 2024 UBCM Convention.
- Councillor Brown provided an update on Kaslo & District Community Forest Society activities.
- 5.2 Committee Meetings none
- 5.3 Staff Reports

CAO Baker provided an update on municipal operations and answered questions about the 2024 Q3 Municipal Progress Report.

5.4 Correspondence
2024.10.04 Precious letter re South Beach
2024.10.07 Shanti letter re South Beach
2024.10.08 Mercy letter re South Beach
2024.10.15 South Beach Working Group
2024.10.22 Circulation Package

6. QUESTION PERIOD

Members of the public asked questions of Council regarding the proposed South Beach development.

7. BUSINESS



7.1	Request for Community Development Funds - Kaslo
	Community Services (Holiday Hampers)

211/2024 THAT Council approves Kaslo Community Services' application for \$4,000 in funding from the Community Development Grant program for 2024 holiday hampers.

Carried

- 7.2 Grant Application Columbia Basin Trust Small Community Wildfire Readiness Supports
- 212/2024THAT the Village of Kaslo submit an application for
funding from the Columbia Basin Trust's Small
Community Wildfire Readiness Supports Program for up to
\$18,300 towards attending the Wildfire Resiliency Summit
and gathering detailed information about the availability
of water sources.

Carried

7.3Request for In-Kind Assistance - Kaslo Search And Rescue213/2024THAT the Village provide an operator and equipment as in-
kind services to assist Kaslo Search & Rescue with Motor
Vehicle Accident Training scenarios up to 5 hours annually.

Carried

7.4 Municipal Regional District Tax Renewal

214/2024

THAT the Village of Kaslo provide a letter in support of Nelson & Kootenay Lake Tourism's collection of the 2% Municipal & Regional District Tax for a five-year term.

Carried

NOTICE OF MOTION - that Council consider requesting changes to the Municipal & Regional District Tax at the 2024.11.12 Council Meeting.



215/2024		THAT Rick Nay and Rob Lang be appointed as representatives of the Village of Kaslo on the Kaslo & Area D Economic Development Commission for a 2-year term ending December 31, 2026.
		Carried
	7.6	Health Advisory Committee Appointments
216/2024		THAT Jana Gmur and Patrick Steiner be appointed to the Health Advisory Committee for a term ending December 31, 2026.
		Carried
	7.7	Disposition of Lot 60, 515 Sixth Street
217/2024		THAT the Village offers to dispose of PID 032-057-130 to Margaret Edwards in the amount of \$718; and if the offer is accepted,
		THAT the Village issue public notice for disposition of PID 032-057-130 in the amount of \$718 to Margaret Edwards as detailed in the Staff Report titled <i>Disposition of Lot 60, 515</i> <i>Sixth Street</i> , dated October 17, 2024.

RDCK Economic Development Commission Appointments

Carried

8. LATE ITEMS

7.5

8.1 Accessibility Committee Appointment

218/2024THAT Alexandra Halliday be appointed to the Accessibility
Committee for a term ending December 31, 2026.

Carried



9. IN CAMERA NOTICE - none

10. RAISED FROM IN CAMERA MEETING - none

11. ADJOURNMENT

219/2024 THAT the meeting be adjourned at 7:46 p.m.

Carried			

Mayor

Corporate Officer





ANNUAL REPORT November 2024

KASLO FIRE DEPARTMENT

Incident Count by Actual Incident Type and Year

Kaslo Fire/Lardeau Valley FR

From: January 1, 2024 to November 12, 2024

Actual Incident Type	2024	Total
Blank	1	1
Admin Call Records	1	1
Assist	4	4
Burning Complaint	2	2
Cancelled On Arrival	1	1
Chimney Fire	2	2
Dispatcher Test	3	3
Duty Officer Notification	2	2
Electrical Fire	1	1
Fire Alarms - Commercial	5	5
Fire Alarms - False	3	3
Forestry - Notification	1	1
Investigation	1	1
Item Fire	2	2
Lift Assist - Emergency	1	1
Lift Assist - Routine	8	8
Medical Aid	88	88
MVI - Pedestrian	1	1
MVI - Serious	10	10
No Response Required	4	4
Open Air Fire	2	2
Smoke Report - Outside	3	3
Structure Fire - Residential	1	1
Vehicle Fire	1	1
Wildland - Large	1	1
Wildland - Small	5	5
Total	154	154

11/12/2024

IncidentCountByActualIncidentTypeAndYear: Page 1 of 1

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Strategic Highlights

- The first year of the full-time Fire Chief position began in mid-February. Fortunately,
 Chief Yee continues to serve as our Assistant Fire Chief, playing a crucial role in
 ensuring a smooth leadership transition.
- A new regional fire training program has been developed and launched for RDCK fire departments, covering Truck Ready, Exterior Operations, Interior Operations, and Full-Service training. Early feedback from departments has been overwhelmingly positive. This standardized curriculum recognizes and meets the requirements of the BC professional firefighting training program "The Playbook" across the region and greatly enhances mutual and automatic aid capabilities at major incidents requiring multiple department responses.
- RDCK bylaw no. 2923 has been approved to expand the Medical First Responder program in Area 'D' (Meadow Creek/Argenta, Ainsworth/Woodbury). Additional resources are required for effective service delivery, and planning is currently underway to meet these needs.

Financial Highlights

2024 Operating Budget: The department is on track to fully utilize the operating budget by the end of the year.

2024 Grants: A grant of \$31,200 was received from the CBT Small Community Wildfire Readiness Program. These funds are being used to equip the new Wildland/Medical response vehicle and additional personal protective equipment for wildland firefighting.

Upcoming Capital Projects: The replacement of Engine 491 (2002 Hub / International) is planned for 2027, with an estimated cost of \$750,000. The purchasing process will begin early 2025 as manufacturer delivery times are expected to be 18-24 months.

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Operating Highlights

Fire Department Roster: The department currently has 18 members, including 1 Fire Chief, 1 Assistant Chief, 2 Captains, 2 Lieutenants, 10 Firefighters, and 2 Lardeau Valley Medical First Responders.

Calls for Service: As of 2024, the department has responded to 154 incidents, exceeding last year's total of 143 calls. Call volume has shown a steady increase over the past few years:

2023: 133 calls

2022: 128 calls

Recruitment and Retention: The 2024 recruitment drive attracted 9 applicants, with 5 new members successfully integrated into the team. A year-round recruitment strategy is in place to maintain interest and quickly onboard new members.

Recognition of Service: Three members will be recognized for their long-term service milestones at our annual banquet in December–5 years, 10 years, and 15 years of service.

Training: Our regular training sessions covered both basic and advanced firefighting techniques, as well as Medical First Responder skills. In addition, the department participated in joint training exercises with the Balfour-Harrop Fire Department, and took part in a full-scale drill involving Kaslo Search & Rescue, Kaslo RCMP, and BC Emergency Health Services. Notable courses included Wildland Firefighter Level 1 and a Medical First Responder scope of practice expansion.

Level of Service: Currently designated as an External Firefighting Operations level of service, the department plans to complete Interior Firefighting Operations Level training in 2025.

Community Outreach: Our outreach efforts included FireSmart neighborhood awareness initiatives (Lower Kaslo River fuel management work party, JV Humphries fire hall tour with Kaslo FireSmart), Fire Prevention Week activities (Saturday Market booth with Kaslo FireSmart), and a fire safety presentation at JV Humphries. We also engaged with local neighborhoods (Pine Ridge & Bayview) and participated in the May Days Parade & Show'n'Shine Fire Truck Tours.

Fire Inspections: Inspections of public buildings will resume in late 2024.

Looking Ahead

Wildland/Medical Response Vehicle: The CBT-funded Wildland/Medical response vehicle, which will replace the retired SQUAD 1, is expected to arrive in late spring 2025.

CBT Small Communities Wildfire Readiness Grant: The Kaslo Fire Department has submitted a 2025 application for the CBT Small Communities Wildfire Readiness grant. If approved, this funding will enhance our wildland firefighting capabilities through the acquisition of additional tools, equipment, and personal protective equipment (PPE). **Firefighter Training Grounds Proposal:** A proposal is being developed to establish a

dedicated firefighter training grounds and a Class A burn structure, ideally located next to the Emergency Services Centre on Arena Avenue.

Membership Growth: Our goal for the 2025/26 period is to increase membership to 24 active members.

Parking Improvements: A review of the paved parking areas at the Emergency Services Centre is underway. The addition of painted lines and curbs will enhance the space, improving accommodation for both emergency responders and visitors as the services continue to grow. **Fire Hydrant Installation in Woodbury Village:** Planning is underway for the installation of fire hydrants in the Woodbury Village area, which will significantly improve fire flow during incidents. Currently, water shuttling tactics are used, which are resource-intensive and time-consuming. This upgrade will enhance operational efficiency.



Regular Council Meeting

Tuesday, November 12, 2024

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

There was no change in the Community Development Grant amount for this month.

October 17 RDCK – Rural Affairs Committee

Municipal Directors were invited to join the meeting regarding Item 7.8 - Complete Communities Project Introduction - Licker Geospatial and Modus Planning, Engagement & Design. I provided a copy of the report to staff.

RDCK Joint Resource Recovery The motions passed at the meeting were forwarded to the Board meeting.

October 18 RDCK Board Meeting

Joint Resource Recovery Committee: minutes October 16, 2024

That the Board authorize staff to purchase a Hyundai HL940A loader from Woodland Equipment Inc. up to a total cost of \$287,790 (excluding taxes).

That the Board approve the RDCK enter into a Consulting Services Agreement with SLR Consulting (Canada) Inc. for works associated with environmental support for the HB Tailings Facility for a three-year term starting January 1, 2025, at a total cost of up to \$359,800 not including GST.

AND FURTHER, that the Consulting Services Agreement provide two optional one-year extensions upon mutual agreement of both parties.

That the Board approve the RDCK enter into a Consulting Services Agreement with SRK Consulting (Canada) Ltd. for works associated with engineering consulting for the HB Tailings Facility for a two-year term starting November 17, 2024, at a total cost of up to \$513,021 not including GST.

AND FURTHER, that the Consulting Services Agreement provide three optional one-year extensions upon mutual agreement of both parties.

AND FURTHER, that the Board accept an insurance deductible modification for Professional Errors and Omissions Liability insurance to increase the deductible from \$50,000 to \$500,000.

AND FURTHER, that the Board accept a modification to the Professional Errors and Omissions Liability coverage to reduce the in aggregate amount from \$10,000,000 to \$5,000,000.

That the Board authorize the renewal of the License of Occupation with the City of Nelson for Nelson Lakeside Recycling Depot for the term of January 1, 2024, to December 31, 2025, at the fees of \$58,308.27 per year.





Bylaw 2898: RDCK Procedure

That the Regional District of Central Kootenay Procedure Bylaw No. 2898, 2024 be read a FIRST, and SECOND time by content to repeal and replace Procedure Bylaw No. 2576, 2019 and its amendments; AND FURTHER, staff provide public notice in accordance with Section 225 (2) of the Local Government Act.

Bylaw 2972: Central Waste Management Subregion Refuse Disposal/Recycling Service (Nelson Recycling and Fleet Building) Loan Authorization

That the Central Waste Management Subregion Refuse Disposal/Recycling Service (Nelson Recycling and Fleet Building) Loan Authorization Bylaw No. 2972, 2024 be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

Emergency and Disaster Management Act: Indigenous Engagement Requirements

I have provided a copy of the RDCK staff report to staff for review and comment.

Nelson Kootenay Lake Tourism

That the Board acknowledge that the RDCK has been adequately consulted regarding Nelson Kootenay Lake Tourism's Five Year Strategic Plan and Renewal Application to continue as the Designated Recipient for the Municipal and Regional District Tax collected within the City of Nelson, Village of Kaslo and RDCK Electoral Areas A, D, E and F and that a letter be provided to Nelson Kootenay Lake Tourism indicating the RDCK's support for the imposition of the Municipal and Regional District Tax rate of 2% for 2025 through 2029 within the City of Nelson, Village of Kaslo and RDCK Electoral Areas A, D, E and F.

<u>UBCM Community Emergency Preparedness Fund: Volunteer and Composite Fire Departments</u> Equipment and Training

That the Board direct staff to apply to the UBCM Community Emergency Preparedness Fund intake for Volunteer and Composite Fire Departments, with a \$33,238.13 per fire department grant application (totaling \$532,810) for each of Robson, Ootischenia, Tarrys, Pass Creek, Crescent Valley, Passmore, Winlaw, Slocan, Beasley, Blewett, Ymir, Yahk Kingsgate, Riondel, North Shore, Balfour Harrop and Kaslo fire departments;

AND FURTHER, that if successful the grant funding to be allocated S101 Rural Administration Fire Services budget, and that staff proceed with the extension of the current two temporary full time training positions, contract training, purchase of training props and equipment.

October 19 West Kootenay Zone Legion Conference

I attended the meeting in the afternoon to provide a civic welcome to members who were joining from different communities from across the region. I also joined the group for dinner in the evening.





October 20 Council Strategic Planning

October 21 North Kootenay Lake Services Committee

Representatives from the Kaslo & District Public Library and Kaslo Search and Rescue attended to present their budgets for 2025 and to answer questions.

A recommendation will be going to the November RDCK meeting directing staff to prepare bylaws for repealing the Kaslo and Area Regional Facilities, Recreation, and Parks Service Commission and the Glacier Regional Park Commissions and that going forward governance matters for parks and recreation services in Kaslo and Area D be considered by the North Kootenay Lake Regional Services Committee.

It will also be recommended that staff prepare a bylaw to establish a Kaslo and Area D Parks and Recreation Advisory Committee.

Staff were directed to include the budget requests submitted for S194: Kaslo & Area D Library Service and S150: Jaws of Life in the draft budget.

CAO Baker provided information on the Kaslo & District Public Library – Green and Inclusive Community Buildings (GICB) Grant application.

There was a discussion regarding Fire Brigades in the Kaslo & Area D Fire Service Area and Fire Smart Contract.

Discussion regarding the Kaslo and Area D Economic Development Service did not occur since there was a meeting of the Commission scheduled for the afternoon.

Kaslo & Area D Economic Development Commission

Quorum was not achieved so the meeting did not go ahead as planned.

Liquid Waste Monitoring Committee

The minutes of this meeting are part of the agenda package.

- October 22 Regular Meeting of Council
- October 24 Kaslo, Area D Emergency Preparedness Committee
- October 28 First Poppy Presentation

Patti Coutts, President of the Kaslo Branch of the Royal Canadian Legion, presented me with the First Poppy for 2024.







October 30	RDCK All Recreation Committee
	Council Strategic Planning continued
November 4	Accessibility Committee
	The minutes of this meeting are part of the agenda package.
November 5	Recreation Grant Committee
	The minutes of this meeting are part of the agenda package.
November 6	Kaslo and Area Senior Citizens' Society

I attended the monthly meeting and lunch.

Upcoming Meetings/Events

November 11 Remembrance Day

I plan on taking part in the parade and laying the wreath on behalf of the Village of Kaslo, followed by attending the ceremonies afterward at the Legion Hall.

- November 12 Regular Meeting of Council
- November 13 RDCK Joint Resource Recovery
- November 14 RDCK Board Meeting
- November 15Cultural Sensitivity and Humility Training with presenter Jared Basil from the Ktunaxa Nation.Description: Understanding cultural safety and humility and how to incorporate it into modern day governance, practices, systems, and services.
- November 18 FCM BC Caucus

Health Advisory Committee

- <u>November 19</u> FCM Municipal Finance, Infrastructure and Transportation Standing Committee FCM Social Economic Development Standing Committee
- November 21 Travel to Creston for Columbia Basin Trust Board meetings
- <u>November 22</u> Columbia Basin Trust Board meeting

November 23Columbia Basin Trust Board meeting
I wanted to share that contrary to what I believed, the minutes of the Columbia Basin Trust Board
meetings are available for the public to view. The minutes however are not made public until after
the minutes have been adopted at a subsequent meeting.
Copies of board highlights and minutes can be found using the following link.
https://ourtrust.org/newsroom/publications/

- November 25 RDCK Central Resource Recovery Budget meeting
- November 26 Imagine Kootenay Steering Committee





- <u>November 28</u> Emergency Program Executive Committee (EPEC) Meeting
 - Regular Meeting of Council
- <u>December 1</u> Depart for FCM Board meetings in Ottawa.
- <u>December 2</u> North Kootenay Lake Services Committee
- <u>December 3</u> FCM Advocacy Days
- <u>December 4</u> FCM Advocacy Days
- <u>December 5</u> FCM Advocacy Days
- December 6/7 Return from FCM Board meetings in Ottawa
- <u>December 9</u> Kaslo & Area D Economic Development Commission
- December 10 RDCK Community Sustainable Living Advisory Committee
- <u>December 11</u> RDCK Joint Resource Recovery
- December 12 RDCK Board Meeting

Respectfully submitted, Mayor Suzan Hewat



FCM Board of Directors Gathering September 2024 – Ottawa, ON

FÉDÉRATION

CANADIENNE DES MUNICIPALITÉS

FEDERATION OF CANADIAN

Context and Key Points

From September 18-19, FCM's Board of Directors met in Ottawa, ON for a series of presentations, orientation sessions and workshops. Forgoing the typical voting and resolution adoption of a formal board meeting, this gathering sought instead to provide board members with more targeted information, discussion and orientation opportunities. This was to fully prepare board and committee members for the busy fall and winter and better position board members to advance Canadians' local priorities at the national level.



Session focus areas

<u>Reconciliation</u>

FCM CEO Carole Saab welcomes board members.

With the National Day for Truth and Reconciliation on September 30, a key focus was on FCM's developing Reconciliation strategy. During the Executive Retreat held over the previous day, a series of facilitated, in-person roundtable discussions focused on FCM's evolving strategy while incorporating board members' input, perspectives and experiences. As FCM works towards building a Reconciliation strategy rooted in respect, understanding, and shared progress, this gathering represented a highly positive first step in empowering FCM's Board of Directors to become Reconciliation champions in their home municipalities.

Welcoming and facilitating new FCM Board of Directors members and orientation sessions

With a considerable number of new board and committee members now onboard, the briefings and orientation sessions served to inform participants on the current context and major issues at play for all our standing committees and board members, and to prepare them for the impactful work their roles facilitate.

<u>Electoral readiness</u>, FCM's strategic plan and focused workshops

With a federal election on the horizon, FCM's senior leadership presented on current priorities and the steps being taken to best position municipal needs ahead of a future election. This included sharing the findings of new national polling, charting Canadians' needs and attitudes, including their attitudes towards the municipal order of government. Additionally, our CEO, Carole Saab, provided our Board with an update on the development of our overall strategic plan. Additionally, a focused workshop on the Future of Rural and Northern Canada was held on September 19, which will directly inform an important advocacy paper.

Green Municipal Fund

With FCM's Green Municipal Fund having celebrated its <u>most impactful year yet</u>, a presentation was given on the fund's mission and history, ongoing and new programs and its success in driving positive impacts for Canadian communities.

Legal Defense Fund

FCM's Legal Defense fund supports our capacity to intervene in precedent-setting, federal appellate cases that can affect members across Canada. A special presentation updated our board on the status of this important fund and the key role it is set to play in the years to come.

Next meeting

Following the success of this gathering, FCM's next formal Board of Directors meeting will be held during our Advocacy Days from December 3-5, 2024 in Ottawa, ON.





LIQUID WASTE MONITORING COMMITTEE AGENDA

DATE: 2024.10.21		LOCATION:	Council Chambers – City Hall
TIME: 4:00 p.m.			413 Fourth Street, Kaslo
PRESENT:	Chair: Members: Staff: Public:	Mayor Hewat Councillor Lang, Anne Malik, Lynn van D CAO Baker, CO Allaway, Geoff Scott, Ian 0	

1. Call to Order

The meeting was called to order at 4:06 p.m.

2. Adoption of the Agenda

2.1 Adoption of the Agenda for the 2024.10.21 Liquid Waste Monitoring Committee Meeting

Moved, seconded and CARRIED

THAT the agenda for the 2024.10.21 Liquid Waste Monitoring Committee Meeting be adopted as amended to include the following late item:

1. 2025 Sewer user fees.

3. Adoption of the Minutes

3.1 Adoption of the Minutes for the 2023.11.06 Liquid Waste Monitoring Committee Meeting

Moved, seconded and CARRIED

THAT the minutes of the 2023.11.06 Liquid Waste Monitoring Committee Meeting be adopted as presented.

4. Information Items

- 4.1 Review Committee Terms of Reference
 - 4.1.1 Advancing long term community goals

Staff advised that they are gathering information regarding developing and implementing a source control bylaw and committee members spoke to the urgency of this project.

- 4.1.2 Project cost recovery Staff advised that updating the parcel tax bylaw is on the workplan for 2025 and this can include changes to minimum/maximum frontages.
- 4.1.3 Monitoring & sampling of the receiving environment Staff outlined a proposed grant application to conduct lake water testing (see agenda item 6.2). Committee members recommended adding upstream testing, and testing at depth and well as e.coli testing.

- 4.1.4 Monitoring & documentation of private septic system performance Staff has lists of private septic systems in lower Kaslo from 2018 and advised that IHA will provide updated data, at no cost to the Village, about type of system and installation date for each address, as well as notes of all repairs/alterations.
- 4.1.5 Incremental expansion of the system and service areas *No expansion plans at present.*
- 4.1.6 Assisting with public initiatives and public education Committee members expressed support for public education regarding septic system operation.
- 4.2 Member Reports None
- 4.3 Correspondence
 - 4.3.1 2024.06.21 Correspondence from A. Malik, D. Russell, D. Scarlett, L. van Deursen

5. <u>Question Period</u> – None

6. Business

6.1 Review of LWMP

Moved, seconded and CARRIED

THAT members are directed to review the Liquid Waste Management Plan and submit their comments by December 31, 2024 for inclusion in a draft report that will be presented to the committee for review at the January 28, 2025 Liquid Waste Monitoring Committee meeting.

6.2 Infrastructure Planning Grant Program

Moved, seconded and CARRIED

THAT the committee recommend to Council that the Village apply for an Infrastructure Planning Grant from the Province of BC to offset the costs of conducting water quality sampling in Kootenay Lake.

7. Late Items

7.1 2025 Sewer User Fees

Setting sewer user fees is outside the scope of the committee. An updated schedule to the Fees & Charges bylaw will be presented to Council this fall.

8. Next Meeting

Moved, seconded and CARRIED



THAT a Liquid Waste Monitoring Committee meeting be scheduled for 4:00 p.m. on Tuesday, January 28, 2025.

9. Adjournment

The meeting was adjourned at 5:20 p.m.

CERTIFIED CORRECT:

orporate Officer	Chair	
\frown		



P/



Board Report

Date of Report:
Date & Type of Meeting:
Author:
Subject:
File:

September 25, 2024 October 17, 2024 – Open Board Meeting Tanya Pauls, Emergency Program Coordinator EDMA Indigenous Engagement Requirements \\files\RDCK\14\7625\20\1.0 Emergency Management Framework\2023 New Program Legislation\Indigenous Engagement Requirements RDCK in entirety

Electoral Area/Municipality:

SECTION 1: EXECUTIVE SUMMARY

British Columbia's new Emergency and Disaster Management Act (EDMA) requires that consultation and cooperation with Indigenous Governing Bodies (IGBs) is undertaken by all municipalities and regional districts in a culturally safe manner, across all phases of emergency management. The Province has provided \$40,000 of funding to each Local Authority to meet the new requirements. Staff propose that RDCK Local Authorities pool their funding to maximize the effectiveness and efficiency of this funding.

This report includes:

- Background information to support the included proposal complete with BC legislation history and updates;
- Financial implications to the RDCK and participating municipalities;
- A proposed plan for meeting current legislation while continuing to build relationships with Indigenous Governing Bodies (IGBs).

Staff recommendation:

That the Board direct staff to sign up to nine Memorandums of Understanding with regional municipalities to detail the pooling of Indigenous Engagement Requirements funds to be used for meeting EDMA requirements; AND FURTHER that the Board direct staff to write and issue an RFP requesting proposals from interested consulting firms; AND FURTHER that the Board approve an amendment to the 2024 Financial Plan for Service A101 Emergency Consolidated Services to increase External Contributions Revenue by \$400,000 and Contracted Services by \$400,000.

SECTION 2: BACKGROUND/ANALYSIS

BACKGROUND:

In 2019, the Government of British Columbia passed the Declaration on the Rights of Indigenous Peoples Act. Among other requirements, this Declaration Act mandates the Province to bring provincial laws into alignment with the UN Declaration on the Rights of Indigenous Peoples (UN Declaration). The new Emergency and Disaster Management Act (EDMA) received Royal Assent on November 8, 2023, bringing with it new and updated requirements for regional districts and municipalities. EDMA requires that consultation and cooperation with Indigenous Governing Bodies (IGBs) is undertaken by all municipalities and regional districts in a culturally safe manner, across all phases of emergency management. Municipalities and regional districts must work with IGBs to identify the areas of an IGB's traditional territory or treaty lands that fall within the municipalities and regional districts emergency management authority.

Municipalities and regional districts are currently required to consult and cooperate with IGBs in these geographic areas during response and recovery. Once the emergency management regulations for municipalities and regional districts have passed (expected Spring 2025), regulated entities will also be required to update their risk assessments and emergency management plans in consultation and cooperation with IGBs. Updated assessments and plans will then be required to incorporate available local Indigenous knowledge, describe measures to mitigate disproportionate impacts, and promote cultural safety.

Administered by BC's Ministry of Emergency Management and Climate Readiness (EMCR), the government of British Columbia has given funding to each regional district and municipality within the province for the 2024/25 fiscal year. This provincial funding stream is the Indigenous Engagement Requirements (IER) Funding Program. Local governments with common interests (regional districts and the municipalities within them) are encouraged to pool their funds together to achieve Indigenous engagement within the context of emergency management.

EMCR recently announced that the same funding program would continue with additional funds that will be dispersed in the 2025/26 fiscal year, opening the door to opportunities for continued and future connection and collaboration.

ISSUES:

The RDCK oversees Emergency Management for 6 municipalities: Village of Salmo, Village of Nakusp, Village of Kaslo, Village of New Denver, Village of Silverton, and Village of Slocan. Within the RDCK, three municipalities oversee their own Emergency Management program: City of Nelson, City of Castlegar, and the Town of Creston. All municipalities and the RDCK have received separate IER funding allotments in the amount of \$40,000 each.

The RDCK and each of the 9 municipalities within it need to meet EDMAs requirements of IGB engagement with the same IGBs. This poses the concern that individually approaching local First Nations will cause engagement fatigue, and further, is not respectful of First Nations capacity for this work.

This engagement process is significant and vital. It will benefit from a coordinated project management by experienced professionals to meet the timelines laid out by the province. Further, by pooling local authority funding, the RDCK has the opportunity for a more substantive and comprehensive engagement all while respecting First Nation capacity.

SOLUTION:

The RDCK Emergency Management team has connected with neighbouring regional districts to learn from their experiences. Pooling funds from all local authorities within a region is suggested and encouraged. To move forward, the pooled funds would be used to hire a consulting firm to put together a project plan that meets all EDMA requirements. It would include project management guidance, executing the plan once approved by RDCK Emergency Management staff, organizing and executing applicable activities, and completing final report requirements. In addition, outcomes would become part of the EDMA-compliant RDCK Emergency Management Plan sections that relate to Indigenous involvement across all phases of emergency management. Pending Board

approval on this proposed plan, an RFP would be issued in October to gather proposals from qualified consulting firms that are able to successfully meet the objectives set out in EDMA. The hiring of this consulting firm would be funded through the pooled IER funds.

Interested firms will be asked to quote a project which includes consensus building among participating local authorities and Indigenous governing bodies to co-develop an engagement framework that would work for all parties, including engagement methodology, cadence and objectives and drafting agreement or roadmap documents identified as required (examples could include either a communications protocol, a statement of cooperation, or a roadmap for future collaboration in emergency management), among other priorities identified by project partners.

RISKS OF NOT POOLING FUNDS AND WORKING TOGETHER

RDCK Emergency management staff are currently focused on integrating learnings from the 2024 wildfire season, and are still actively supporting RDCK communities in the Recovery phase. Consequently, it is predicted that these requirements with the expected deadline would exceed staff capacity.

Additionally, all municipality and RDCK relationship-building capabilities would be limited if the option of pooling funds it not utilized. Each municipality within the RDCK would also risk alienating our First Nation partners with over-engagement – working together with one coordinated group is much more manageable than doing the same work with 10 different partners.

Lastly, not having a coordinated approach within the RDCK for building relationships and having clear emergency management procedures has the potential to cause confusion during emergencies, limiting the effectiveness of the RDCK emergency management program.

STAFF RECOMMENDATION

That the Board direct staff to sign up to nine Memorandums of Understanding with regional municipalities to detail the pooling of Indigenous Engagement Requirements funds to be used for meeting EDMA requirements; AND FURTHER that the Board direct staff to write and issue an RFP requesting proposals from interested consulting firms; AND FURTHER that the Board approve an amendment to the 2024 Financial Plan for Service A101 Emergency Consolidated Services to increase External Contributions Revenue by \$400,000 and Contracted Services by \$400,000.

SECTION 3: DETAILED ANALYSIS								
3.1 Financial Considerations – Cost and Resource Allocations:								
Included in Financial Plan:	□Yes	🛛 No	Financial Plan Amendment:	⊠Yes	🗆 No			
Debt Bylaw Required:	□Yes	🛛 No	Public/Gov't Approvals Required:	□Yes	🛛 No			

Administered by BC's Ministry of Emergency Management and Climate Readiness (EMCR), the government of British Columbia has given \$40,000 to each regional district and municipality within the province for the 2024/25 fiscal year. This funding stream is called the Indigenous Engagement Requirements (IER) Funding Program.

Each municipality interested in partnering as detailed above will be asked to sign an MOU to show their agreement to participate in the shared funding pool and collective participation in this project. Provided that all municipalities contribute their funds to this project would require an amendment to the 2024/25 Financial Plan



from A101 Emergency Consolidated Services in OPR501-105 Emergency Management - Indigenous Engagement, to receive up to \$400,000 in 43500-External Contributions and include expenditures not to exceed \$400,000.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

In 2019, the Government of British Columbia passed the Declaration on the Rights of Indigenous Peoples Act (DRIPA). Among other requirements, this Declaration Act mandates the Province to bring provincial laws into alignment with the UN Declaration on the Rights of Indigenous Peoples (UN Declaration). The new Emergency and Disaster Management Act (EDMA) received Royal Assent on November 8, 2023, bringing with it new and updated requirements for regional districts and municipalities.

EDMA requires that consultation and cooperation with Indigenous Governing Bodies (IGBs) is undertaken by all municipalities and regional districts in a culturally safe manner, across all phases of emergency management. Municipalities and regional districts are currently required to consult and cooperate with IGBs on these geographic areas during emergency response and recovery.

Once the emergency management regulations for municipalities and regional districts have passed (expected Spring 2025), regulated entities will also be required to update their risk assessments and emergency management plans in consultation and cooperation with IGBs. Updated assessments and plans will then be required to incorporate available local Indigenous knowledge, describe measures to mitigate disproportionate impacts, and promote cultural safety.

3.3 Environmental Considerations

This section is not applicable.

3.4 Social Considerations:

RDCK residents benefit from an efficient and experienced Emergency Management team. This project will ensure that RDCK staff involved in emergency operations communicate clearly with all applicable parties, have previously agreed-upon procedures in place for communications with Indigenous partners, and can make sensitive decisions from a culturally safe perspective.

3.5 Economic Considerations:

This section is not applicable.

3.6 Communication Considerations:

This project will not require external communications. The successful consulting team and RDCK emergency staff members will conduct internal communications as needed.

3.7 Staffing/Departmental Workplan Considerations:

If the Board approves the staff recommendation, working with a consulting company will significantly reduce staff time required for the project. Efforts will go towards liaising with the Consultant and providing them required information, engaging with partner municipalities, and participating in engagement-related activities. Further, emergency management staff and Elected Officials from all participating Local Authorities will participate in the process to some extent (training sessions, collaborative discussions, etc.).



3.8 Board Strategic Plan/Priorities Considerations:

This project aligns with the following points of the RDCK Board's Strategic Plan:

- Organizational Excellence: Continue to focus on our core services to ensure effective delivery through our Region.
- Develop Relationships and Partnerships: Continue on the path to reconciliation through respectful and inclusive dialogue, AND Form long lasting, strong partnerships with Indigenous communities in support of their continued success.
- Energy Efficiency and Environmental Responsibility: Proactively prepare for and mitigate the impacts
 of natural risks, including preparedness at the community level, AND Support community resiliency
 with resident safety as our top priority.

This project also meets four of the RDCK Board's Strategic Plan Values: Inclusivity, Integrity, Working together, and Reconciliation.

SECTION 4: OPTIONS & PROS / CONS

This proposal also assists the RDCK and partnering municipalities meet provincial requirements of EDMA in a timely manner. The project is extensive, and this proposal provides solutions for lack of RDCK staffing resources and detailed background knowledge of EDMA requirements.

Option 1: Pool funds, issue RFP, and hire a consultant

Pros:

- Lessens engagement fatigue on participating IGBs,
- Ensure that the RDCK meets the requirements set out in EDMA.
- Working with subject matter experts ensures that this work will build successful relationships in a culturally safe process.
- The proposed engagement approach fosters open dialogue, mutual respect, and collaborative decision-making.
- Efficient use of RDCK EM staff.
- Efficiently utilizes province-provided funds.
- Provides a learning opportunity for current EM staff from subject matter experts.

Cons:

• Some funding will go to consulting fees rather than actual engagement activities

Option 2: Pool funds, run the project internally (no RFP or consultant)

Pros:

• Allows for more funds to go to engagement activities rather than consulting fees

Cons:

- Potential to not meet the provincial deadline for utilization of IER funds
- Higher demand on RDCK emergency management staff.

Option 3: Do not pool funds, only spend the \$40,000 the RDCK received.

Pros:

• Would meet RDCK's responsibilities under EDMA.

Cons:

- RDCK cannot guarantee that municipalities in its EM program will adequately engage IGBs.
- Places pressure on small regional municipalities to complete work they are not experienced in with limited resources.
- Increases engagement fatigue on participating IGBs,
- Risks not meeting the provincial deadline for utilization of IER funds due to limited capacity of RDCK emergency management staff,
- Does not efficiently utilize IER regional funds,

SECTION 5: RECOMMENDATIONS

That the Board direct staff to sign up to nine Memorandums of Understanding with regional municipalities to detail the pooling of Indigenous Engagement Requirements funds to be used for meeting EDMA requirements; AND FURTHER that the Board direct staff to write and issue an RFP requesting proposals from interested consulting firms; AND FURTHER that the Board approve an amendment to the 2024 Financial Plan for Service A101 Emergency Consolidated Services to increase External Contributions Revenue by \$400,000 and Contracted Services by \$400,000.

Respectfully submitted, Tanya Pauls – Emergency Program Coordinator

CONCURRENCE					
Chief Administrative Officer – Stuart Horn	Approved				
Chief Financial Officer – Yev Malloff	Approved				
General Manager of Development and Community Sustainability Services – Sangita Sudan Approved					
Manager of Community Sustainability Services – Dani	el Séguin Approved				





DATE: 2024.11.05

RECREATION GRANTS COMMITTEE MINUTES

LOCATION:

Council Chambers – City Hall 413 Fourth Street, Kaslo

TIME: 6:45	p.m.		413 Fourth Street, Kaslo
PRESENT:	Chair:	Mayor Hewat	
	Members:	Councillor Bird, Lynn Gouldsborough, Ken Butt	
	Regrets:	Derek Apple	
	Staff:	CO Allaway	
	Public:	0	

1. Call to Order

The meeting was called to order at 6:48 p.m.

2. Adoption of the Agenda

Moved, seconded and CARRIED

THAT the Agenda for the 2024.11.05 Recreation Grants Committee Meeting be adopted as presented.

3. Adoption of Minutes

Moved, seconded and CARRIED

THAT the Minutes of the 2024.09.05 Recreation Grant Committee Meeting be adopted as presented.

4. Information Items

4.1 **Reporting on Prior Grants**

The committee reviewed the reporting on prior grants, as follows:

- Kaslo & Area Senior Citizens' Association Spring 2021
- JB Fletcher Restoration Society Fall 2023
- Kaslo & Area Youth Council Fall 2023
- Kaslo & District Public Library Fall 2023
- Kaslo Minor Hockey Fall 2023
- Kaslo Youth Baseball/KBSA Spring 2024
- KLISS/Periwinkle Spring 2024
- Kaslo Outdoor Recreation & Trails Society Spring 2024
- Kaslo Racquet Club Spring 2024
- Kootenay Lake Historical Society Fall 2019

5. Question Period

None

6. Business

6.1 2024 Fall Recreation Grants

6.1.1 Summary of 2024 Fall Recreation Grant Applications

- 6.1.1.1 JB Fletcher Restoration Society
- 6.1.1.2 Kaslo & Area Senior Citizens' Association
- 6.1.1.3 Kaslo & Area Youth Council
- 6.1.1.4 Kaslo & District Minor Hockey
- 6.1.1.5 Kaslo Cougars
- 6.1.1.6 Kaslo Racquet Club
- 6.1.1.7 Kaslo Baseball & Softball Association
- 6.1.1.8 Kootenay Lake Historical Society
- 6.1.1.9 KLISS/Periwinkle
- 6.1.1.10 Kaslo Outdoor Recreation & Trails Society
- 6.1.1.11 Kaslo & District Public Library Association

Moved, seconded and CARRIED

THAT the committee recommend to Council that 2024 Fall Recreation Grant funding be awarded as follows:

- Kaslo & Area Senior Citizens' Association \$500
- Kaslo & Area Youth Council \$300
- Kaslo & District Minor Hockey \$500
- Kaslo Racquet Club \$500
- Kaslo Baseball & Softball Association \$500
- Kootenay Lake Historical Society \$400
- KLISS/Periwinkle \$500
- Kaslo & District Public Library Association \$500

The committee discussed the application from the Kaslo Cougars and determined that the proposed activities did not meet the grant eligibility criteria. The committee would welcome a revised application from the group.

Mayor Hewat declared a conflict of interest with respect to the application from the JB Fletcher Restoration Society and absented herself from the meeting at 7:26 p.m. as she is employed by the organization.

The committee discussed the application from the JB Fletcher Restoration Society and determined that the proposed activities did not meet the grant eligibility criteria. The committee would welcome a revised application from the group.

Mayor Hewat returned to the meeting at 7:34 p.m.



Ken Butt declared a conflict of interest with respect to the application from the Kaslo Outdoor Recreation & Trails Society and left the meeting at 7:35 p.m. as he is a Director for the group.

Moved, seconded and CARRIED

THAT the committee recommend to Council that 2024 Fall Recreation Grant funding be awarded as follows:

• Kaslo Outdoor Recreation & Trails Society - \$500

7. Late Items

None

8. Next Meeting

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

9. Adjournment

The meeting was adjourned at 7:44 p.m.



PA





Presenters: Jessie Lay, Kaslo FireSmart Coordinator; Pate Neumann, Kaslo Outdoor Recreation and Trails Society (KORTS).

Interagency Cooperation: Village of Kaslo, FireSmart, J V Humphries School, KORTS, Kaslo Mountain Bike Club (KMBC).

Number of Attendees: 10 Grade 8 Students and 2 teachers

Press Coverage: The event was not open to the public and therefore not advertised. A social media post was created to inform the community that the project had taken place.

Summary:

KORTS representative Pate Neumann reached out to Kaslo FireSmart Coordinator regarding an ongoing project between the Grade 8 Outdoor Adventures class and KORTS to add a trail and some features to the Kaslo Family Mountain Bike Park. The first class would be focused on cleaning up surface debris before commencing trail building. This presented a perfect



Figure 1 – Pate Neumann talks to the class about the trails project, the day's objectives and safe work practices.

opportunity to discuss forest fuel and FireSmart principles with students.



Figure 2 – Debris cleared and hauled away by KORTS volunteers.

Local FireSmart Coordinator, Jessie Lay, lead a conversation exploring what fuel is, how to recognize fuel pathways and how to influence fire behaviour in and around homes and communities. Followed by a talk with Pate outlining the trail project and safe work procedures the class got to work!

The Kaslo Family Mountain Bike Park is located on municipal land adjacent and is part of the popular River Trail. The area received a manual fuel treatment in approximately 2008. The work site is a mixed conifer forest containing larch, fir, hemlock and cedar. Because of past treatment work, most ladder fuels and canopy spacing is adequate limiting the scope of work to removing surface fuel like branches and sticks. The minimally invasive scope of this work does not warrant a full fuel modification prescription.

KORTS volunteers removed a trailer of debris, and the Village of Kaslo Public Works crew removed 5 remaining piles the following week.



STAFF REPORT

DATE:	November 5, 2024	FILE NUMBER:
TO:	Catherine Allaway, Corporate Officer	
FROM:	FireSmart Coordinator	
SUBJECT:	2024 FireSmart Rebate Program	

CRI 2024 funding facilitated \$47,609.15 in residential and neighbourhood rebates within the municipality this past summer.

FireSmart Residential Rebates	Details
Total rebates distributed	\$43,441.15
Number of Applicants	14
Applicants Receiving Maximum Rebate (\$5,000)	5
Total Residential Investment *	Over \$86,000
*Residential rebates reimburse 50% of the costs for recommended FireSmart actions.	

Neighbourhood Champion Rebates	Amount
Total Neighbourhood Rebates in Village of Kaslo	\$4,168
Bayview – recognized since 2021	\$3,000
Downtown One – seeking recognition 2024	\$1,168

RESPECTFULLY SUBMITTED

Jessie Lay, FireSmart Coordinator

ATTACHMENTS:

None.

CAO COMMENTS:

APPROVED FOR SUBMISSION TO COUNCIL:

Robert Baker, Chief Administrative Officer

Date



File No. 12-6300-01-2024

October 17, 2024

TO Whom it May Concern:

RE: Potential 2025 TIPPING FEE INCREASE

The Regional District of Central Kootenay (RDCK) has undertaken a Cost Recovery through Tipping Fees Analysis with the intention of determining the true costs of managing various waste types at our landfills and transfer stations. Following the results this assessment, the RDCK staff feel it pertinent to inform municipalities and contractors of a potential 5-10% increase in tipping fees for 2025.

Affected waste categories, as defined in the bylaw, include but are not limited to; Mixed Waste and Organic Waste. Further internal review of the Cost Recovery Analysis is underway and may also recommend changes to other categories with high management-cost.

This notification is to serve as a precaution for adjusting municipal budgets and quotes in the private sector.

Staff plan to propose up to a 5-10% increase at the upcoming budget meetings, however the final decision will rest with the RDCK Board of Directors. Pending final approval by the RDCK Board, Mixed Waste and Organic Waste tipping fees may increase up to 10% effective January 1, 2025.

If you have any questions please contact Todd Johnston, Environmental Coordinator, at 250.352.1523 or tjohnston@rdck.bc.ca.

Sincerely,

Amy Wilson, B.Sc., AScT Resource Recovery Manager

AW/jlf

cc: Todd Johnston, Environmental Coordinator

October 28, 2024

Village of Kaslo

Attention: Mayor Hewat, Councillors Bird, Brown, Lang, Leathwood

Re: South Beach Open House

"The Village is fortunate to have a substantial area of waterfront land in public ownership. The waterfront areas are perhaps Kaslo's most significant assets." Source: Village of Kaslo OCP, page 11

Municipal property within the area known as South Beach **should never be sold**. We urge Council to negotiate a land transfer that would create a village parcel contiguous with the Kaslo River, river delta and west shore of Kootenay Lake.

Neither an RV park with strata lot ownership/lease that permits decks or patios nor a motorized boat launch are passive recreational uses appropriate for this property. Permitted uses for a rezoned QP parcel within the floodplain should be restricted to a seasonal campground and non-motorized boat launch.

Since the November 24th, 2023 Public Information Session we suspect a great deal has changed. **We urge Council to convene an Open House.**

For your consideration,

Vladimir and Anne Malik

Oct. 15, 2024

Dear Mayor and Council,

My name is Ken VanKoughnett. I was born in Kaslo and have lived most of my 70 years here. I worked for a few years at the T & H Sawmill and am intimately familiar with that parcel of land. I have also witnessed the population and lifestyle trends that have occurred in Kaslo over the years. I've been comforted by the glacial pace of development here. This place is a jewel amongst the Selkirk and Purcell mountains.

I have always welcomed newcomers to our community and enjoyed their new ideas and contributions to village life. For example: the building of the River Trail, the Skate Park and Abbey Manor. All of which speak highly of our appreciation for the shared community values and land use choices for all ages.

Our village is really a unique setting, not to be taken for granted. Once it's developed, it's gone. The nature and quality of our community will change over time. Change is inevitable and we've been discovered by the outer world. It becomes our responsibility to guide that change so we can preserve the quality of life we all enjoy.

I am asking that you please seek full public consultation before making your rezoning decision.

Respectfully your neighbor,

Ken VanKoughnett

From: Sent: To: Cc: Subject: Wells Thomson November 5, 2024 2:09 PM Village of Kaslo Russell Precious; Mandy Bath South Beach

Mayor and Council

Village of Kaslo,

Re: South Beach,

Greetings,

I have been reviewing the map appendices in both the previous and current Official Community Plan (OCP By law 1280). On the Flood Hazard Map (Sept, 2022)* the area of potential flood takes up the vast majority of this land. The area between 535m asl (i.e. Provincial responsibility "limit") and the land that is too steep or otherwise is barely suitable for anything other than the existing transportation corridor (and its sidecast deposits) and the proposed sewer treatment facility. Flood hazard is not necessarily prevented by diking the river mouth. In my opinion, providing permission for any human habitation on any of the properties in the development proposal I have seen seems to be a poor and probably irresponsible alternative to a conservation and restoration area in which only recreational and non permanent structures are allowed.

RV's float! Why mess up the land that can still predictably be flooded (It happens; this is the mouth of a steep mountain river!) with electrical and sewage infrastructure for them? Why not honour and allow the recovery and restoration of the area from its historical contributions to our past economy by having only minimal recreational facilities, such as a public toilet and showers near the proposed sewer treatment facilities? Tents and picnic tables are much less of a mess when they get flooded.

I support those who urge Council to find ways to make this unique portion of our very unique Village into a Legacy Area for us and our future residents and citizens. I will encourage finding the funding to purchase this unique part of the world. This is not a suitable spot for anything more than temporary human activities.

Yours truly,

Bill Wells,

* There is an omission of the flood hazard above Arena Road that has and can still emanate from combined and supercharged drainage from Kaslo South Road and Balfour Ave/Kaslo West Rd. Some mitigation of the hazard was undertaken by the VOK when Glenn Walker was foreman, but the hazard should still be indicated on this map. The mitigation diverts the concentrated drainage from upslope into the ditch along Arena Ave, and then down through some private land to the river. In my view this should be a temporary fix, and I recommend better management of it up stream. Since I am no longer a registered professional, I can only urge the VOK to review this situation.

Letter to the Village of Kaslo

South Beach Working Group (SBWG)

Dear Mayor and Council,

As you are aware SBWG is working on alternative proposals for the disposition of Village property in the South Beach area.

We are asking for the Village to allow our group to put some very basic, informative signage in the South Beach area. The signage would mark the boundaries of Village-owned land and provide a map on site to put the proposed land ownership change in perspective.

There is presently confusion about the scope of development and where the Village lands actually are in the area. Our proposed signage will improve public understanding of the development proposal.

This signage would be on Village land only and can be geolocated by one of the contractors in the area that has provided that service for the Village in the past. We anticipate approximately 12 signs would be erected using locations by a competent technician. Signage locations would be marked and approved in advance by Village staff.

The general description of the signage would be:

- Green "T" fence posts driven into the ground to a height of about 5'.
- Laminated plastic signs the size of 2 letter size. Approx. 11" x 19"
- The signs will be oriented perpendicular to the street allowance with the following wording:

If you can read this sign you are standing on Village of Kaslo property. The approximate location of the private property line is 'x' meters (ft) to the left and right of this sign.

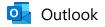
The map indicates the location of all the signs.

• The second half of the sign will have a map of the area showing the location "X" of all the erected signs.

In order to expedite this process, we are willing to pay for the location and the erection of the signage.

We hope to have a quick decision for this small project.

Sincerely, SBWG



A submission to the respected Mayor and Council members of Kaslo - regarding Pickleball issues

From Hans Baer

Date Mon 2024-11-04 11:20 AM

- To Village of Kaslo <admin@kaslo.ca>
- Cc Catherine Allaway <allaway@kaslo.ca>

1 attachments (465 KB)

Pickleball in Kaslo Submission to Council.docx;

Dear Mayor Hewitt and Members of Council:

In the attachment, I am sending you a Letter in which I respectfully request that you review your management of the Tennis/Pickleball courts in Kaslo and discontinue the lease arrangement of these facilities with Kaslo Racquet Club and, instead, open up the courts for use of the tax-paying residents and to visitors of the region.

I would have preferred to present this matter to you in person, but I happen to be away during most of the winter months. I am, of course, available any time regarding questions or discussions over the phone or by email, if you so wish.

I am also sending a copy of the attachment to Ms. Catherine Allaway, Corporate Officer.

Sincerely yours, Hans Baer Kaslo BC, Canada VOG 1M0 Tel, WhatsApp or Signal:

A Submission to the Mayor and the Village Council of Kaslo BC

Concerning Tennis/Pickleball Courts

Use and Access

by

Hans Baer, Shutty Bench/Kaslo

November 4, 2024

To the Honorable Mayor and Members of the Kaslo Village Council,

I am writing to respectfully request changes to the current policies governing the use of the Village's tennis and pickleball courts. These facilities are community assets meant for the benefit of all taxpayers in our community and should therefore be openly accessible to all residents rather than controlled predominantly by one club.

In this submission, I provide background, rationale, and the potential community benefits of adopting an openaccess policy for these courts.

Who am I?

Since 1980, I have been a property owner in Shutty Bench. Although I lived part-time in the area for many years, my wife and our three children have resided here full-time since 2000, with all three children graduating from the local high school. After retiring in 2008, I made Shutty Bench/Kaslo my permanent home.

Introduction of Pickleball to Kaslo

In 2017, I introduced Pickleball to Kaslo alongside Rick Galbraith. We initially organized games in the school gymnasium and later moved to the tennis courts after marking lines and obtaining portable nets. Drawing on my experiences in Vancouver and Mexico, I trained local newcomers to this widely and rapidly growing sport, and participant numbers expanded from the initial 10 players to a much larger group.

Although some disagreements arose among players, these ultimately led to the establishment of a stronger and better-organized club and the foundation of the Kaslo Racquet Club (KRC), which is now registered under the Societies Act of British Columbia.

KRC has grown modestly in membership, was granted a lease arrangement for the existing tennis courts by the Village of Kaslo and achieved notable fundraising success, enabling significant court renovations with support from the Columbia Trust, the Village of Kaslo, and member contributions.

While Kaslo now boasts excellent, professional-level courts for both tennis and pickleball, several active KRC members and I have recently become concerned with the KRC Board's general dictatorial approach to club management, which seems focused more on setting rules and pursuing physical developments than on essential issues such as membership growth, youth engagement, community outreach and support for tourism. As a result, I recently decided to resign from my honorary KRC membership. Several other club members may also terminate their membership -but I am not involved in encouraging such a development.

Concerns about the Current State

Currently, the courts are significantly underused. There are reserved daily time slots for local pickleball and tennis players, yet you rarely see more than 6–10 pickleball players (sometimes zero) during the designated two-hour time slots. This means that only one or two of the four pickleball courts are in use during the scheduled time for daily group play, with the courts remaining empty for much of the day. The tennis court is similarly underutilized, with only a few players (2-3?) making intermittent use of their designated time slot. On weekends, the courts are virtually empty, except for the occasional pickleball training sessions I have organized during the past two summer seasons.

Despite this underutilization, the KRC Board has not addressed low membership numbers, and non-members face user fees (\$10 for Kaslo locals, \$5 for visitors), which can be prohibitive to some residents. In contrast, public courts elsewhere in the province are typically unlocked and free, allowing greater community access and are heavily used. Twice last summer, visiting players were turned away because the Board did not allow them access or notify local players, who would have gladly welcomed and joined them. Similarly, when I attempted to organize a playday with out-of-town players, an idea which found enthusiastic resonance on the part of my active fellow players, the Board imposed unnecessary restrictions, causing me to abandon these plans.

This lack of engagement with pickleball players from other places and clubs contrasts sharply with the KRC's bylaws, which state its purpose as providing and promoting recreational racquet sports for Kaslo residents, surrounding areas and visitors while upholding a spirit of Fun, Fitness, and Fellowship:

"The purposes of the Society are:

To provide and promote opportunities for recreational play of racquet sports, initially tennis and pickleball, for residents of Kaslo, its surrounding areas and area visitors, always recognizing our motto of 3F's = FUN, FITNESS AND FELLOWSHIP."

Proposal for Development: "Pickleball Destination Kaslo"

Kaslo provides a unique opportunity for Pickleball: we have the best courts in the area or the province, no waiting times, great surroundings and local players who would be more than enthusiastic to playing with and learning from visitors. The courts could be a centrepiece for tourism and community engagement, rather than remaining significantly underutilized.

By labeling and advertising Kaslo as a "Pickleball Destination", we could attract tourists and new local players. I suggest that this concept be adopted and promoted by both the Village Council and the Kaslo Chamber of Commerce. The slogan "**Pickleball Destination Kaslo**" should appear in tourism advertisements and on local signs, helping to raise awareness of our unique opportunities and draw visitors to our facilities. I have many ideas for promoting this concept, including highway and street signage, court signage, and flyers available at tourism businesses in town.

I have collected video and photographic material for a YouTube project titled "Pickleball Destination Kaslo" but paused this work following my resignation from KRC. However, I may resume this project if the lease agreement with KRC is revised and the Council considers the recommendations presented in this letter.

Implementing this vision of "Pickleball Destination Kaslo" requires a different management structure for the courts with less authority concentrated in the KRC Board and a revised lease arrangement with the Village Council. Unlocking the courts and opening the facility would not diminish the role of a club like KRC; in fact, KRC's efforts in financing renovations and maintenance are highly appreciated. Benefits of KRC would include privileges for reserved member playtimes and special events and collaboration with the Village Council and/or the school on youth programs.

I understand that the Village plans not only renew the existing agreement with KRC but to do so for a period of 5 years: I would consider this to be catastrophic under the current circumstances, locking in a situation and system not in the best interest of the community and its residents. It also would be a unique and unusual arrangement in our Province to confer control over a publicly owned recreational facility to just one society or club.

Youth Development

A major user target for any sport is our youth. Pickleball is an easy and highly entertaining sport for all ages. Some even have called it "addictive". Unfortunately, KRC has not instituted or committed to a youth development program, although a feeble attempt was made once by sending some players to the local school. No follow-up was done, although I have mentioned this need on several occasions. I believe that there lies some responsibility with the Village in that issuing single-club or other user leases for publicly owned recreational facilities like our racquetball courts should include a requirement to serve all ages within the community.

Please note that there are very active and productive youth programs regarding Pickleball in collaboration with schools at other locations in BC (viz. Creston).

Insurance Considerations

Although liability insurance for court use is not a primary concern of this submission, I suggest that transferring this responsibility to KRC may need revision. I assume the Village carries insurance for other recreational facilities (e.g., skate park, parks, lake-side beaches, playgrounds?)) and believe that including the tennis/pickleball courts in a policy would be logical and cost-effective. Wherever else I have played racquet sports in Canada, I never was asked to sign any waiver when stepping on any courts, indoors or outdoors. Future discussions could address this issue alongside that of affordable fees, if any, for court usage.

Summary – Recommended Changes

- 1. *Public Access*: As a community asset, the courts should be unlocked and accessible to all residents and visitors, similar to other public recreational facilities across British Columbia.
- 2. *Insurance Responsibility*: The Village should assume insurance coverage for the courts, aligning or including with policies for other public amenities (e.g., skate parks, playgrounds, beaches etc).
- 3. Community and Tourism Promotion: Given Kaslo's appeal and Pickleball's popularity, the Council and Chamber of Commerce should embrace "Pickleball Destination Kaslo" in tourism campaigns. This could increase tourism, benefit local businesses, and enhance Kaslo's recreation profile.
- 4. Youth Development: I encourage the Council to include a youth development clause in any future lease agreement with KRC or other managing societies. This would support community engagement and align with similar programs elsewhere in BC.

I hope the Council will seriously consider these recommendations, thus making Kaslo's courts more inclusive and beneficial for all residents and visitors.

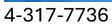
Respectfully submitted,

Hans Baer

Kaslo, BC, Canada V0G 1M0

Tel. Whatsapp. Signal







STAFF REPORT

DATE:	November 5, 2024	FILE NUMBER:	6430-25
TO:	Mayor and Council		
FROM:	Robert Baker, Chief Administrative Officer		
SUBJECT:	Council's Strategic Priorities through 2025		

1.0 PURPOSE

To affirm Council's Strategic Priorities through 2025 and seek direction for effective implementation.

2.0 RECOMMENDATION

THAT Council's Strategic Priorities through 2025 be adopted as presented in the Staff Report titled Council's Strategic Priorities through 2025 dated November 5, 2024.

THAT the CAO ensures staff work plans align with Council's Strategic Priorities through 2025.

THAT the CAO provides Council with quarterly updates on Council's Strategic Priorities through 2025.

THAT the CAO schedules an annual review of Council's Strategic Priorities for the fall of 2025.

3.0 BACKGROUND

Council and senior staff participated in strategic priority setting sessions on October 20 and 30, 2024 to identify strategic topics within the Village of Kaslo, explore each topic to establish what solutions are possible for the remaining two years of Council's term, and determine which of them are priorities for immediate action and implementation. The activities of the strategic priority setting sessions can be summarized as follows:

- A. **Strategic Process** overview was provided to identify how to bridge present conditions and future expectations with the use of strategic priorities.
- B. Strategic Topics were identified within the context of sustainability:
 - 1. Environment healthy and natural environment through responsible use and protection
 - 2. Economy capacity to build, support and retain businesses and members
 - 3. Social community engagement to improve the well-being and diversity of the community
 - 4. Governance sustainable government focused on strategic decision-making
 - 5. Infrastructure well maintained infrastructure and facilities that meet community needs
- C. **Strategic Possibilities** are the Topics that have been selected for potential implementation. Our Council has refined a Long List of 42 Strategic Topics into a Short List of 23 Strategic Possibilities.
- D. Strategic Priorities are the steps necessary to realize Strategic Possibilities. They occur NOW, NEXT, AFTER, and through Advocacy/Partnerships. Strategic Priorities reflect Council's areas of focus through 2025 based on feasibility, urgency, and staff capacity. These Priorities do not include the numerous items in operational Work Plans that also contribute to the achievement of Council's direction and expectations.

The next step in the process is for Council to affirm its strategic priorities by passing a resolution and providing staff with direction for effective implementation. This Staff Report is intended to facilitate that step.

4.0 DISCUSSION

Council's Strategic Priorities through 2025 include projects which are in progress and expected to be completed by the end of 2025. In-progress projects include:

- Kemball Building Renovations to support the Kaslo Innovation Centre
- Water Treatment Plant Upgrades to implement the requirements of the Village's Conditions of Permit issued by Interior Health
- Front Street Park landscaping
- A plan for developing the lands in South Kaslo
- Completing an Active Transportation Network Plan
- Mechanical and electrical upgrades, and feasibility studies, at the Kaslo Arena
- Finalizing an Accessibility Plan
- Reviewing the RV Park Development Proposal
- Various administrative items to improve governance and operations

In addition to in-progress projects, Council has also identified the following work as high priority:

- Safety improvements at Vimy Park
- Design for the expansion of the wastewater treatment plant
- On-going development of an Asset Management Program to enable maintenance and long-term financial planning
- Improvements to public engagement and communications
- Improving the acoustics within City Hall's courtroom

These priorities have been unpacked into actionable steps, including completion dates and staff assignments. As the priorities that staff are focusing on NOW are completed, they will begin work on Council's NEXT priorities. In turn, when NEXT priorities are complete, attention will turn to the work planned for AFTER. More specific details can be found within the attached document titled "Strategic Priorities through 2025."

In addition to providing strategic direction and delivering quality services, local government's mandate is to enable volunteer and nonprofit partners, and advocate community interests to external agencies and levels of government. The Village's current advocacy and partnership efforts include:

- Expansion of the health centre
- Accessible and affordable housing, and assisted living
- Reliable power supply
- Improved highway signage to direct drivers to the downtown area
- Emergency preparedness
- Economic development

To implement Council's Strategic Priorities, staff will incorporate the individual tasks they've been assigned within annual Work Plans. A Service Level Review will be presented to Council as part of the 2025 budget development process, and any changes to service levels, as well as the projects identified in Council's Strategic Priorities through 2025 will be reflected in a draft budget. Once the budget is adopted through bylaw, Council will have effectively aligned its strategic direction with the day-to-day operations of staff. As Priorities and Work Plans are living documents, it's important that the CAO provide Council with quarterly reporting to summarize the progress being made and seek clarification or further direction as needed.

5.0 OPTIONS

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

- 1. **THAT** Council's Strategic Priorities through 2025 be adopted. *Staff will incorporate these Priorities within annual Work Plans and the draft 2025 operating and capital budgets.*
- 2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

Council's Strategic Priorities will influence a draft budget that will be presented to Council in the 1st quarter of 2025.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

The Community Charter Part 5: Division 1 defines Council's roles and responsibilities as giving consideration for the well-being and interests of the municipality and community, and contributing towards the development and evaluation of policies and programs for municipal services and activities. Council achieves this through exercising its powers, duties, and functions in bylaws and policies, appointment of City officials, and the general direction of day-to-day operations. There is no legislative requirement for Council to develop strategic plans or priorities, and yet without goals, plans, and priorities it is unlikely that a Council can provide effective leadership. As importantly, there is great benefit in having defined roles for Council and staff, and understanding how to separate strategic direction from operations. All of which can be facilitated through an effective strategic planning and priority setting process.

Policy

Please refer to Council's Strategic Plan 2023-2026.

<u>Bylaws</u> Please refer to the Five-Year Financial Plan.

8.0 STRATEGIC PRIORITIES Not applicable.

9.0 OTHER CONSIDERATIONS None to report.

RESPECTFULLY SUBMITTED

Robert Baker, Chief Administrative Officer



Strategic Priorities 2025-2026

COUNCIL PRIORITIES	
NOW	COMPLETION
Kemball Building Renovations	
(a) Finalize Designs	4 th Quarter 2024
(b) Award Contracts	4 th Quarter 2024
(c) Construction	2 nd Quarter 2025
Water Treatment Plant Upgrades	
(a) Finalize Design	4 th Quarter 2024
(b) Award Contract for Installation	1 st Quarter 2025
(c) Install & Commission	3 rd Quarter 2025
Front Street Park Landscaping	
(a) Construction	4 th Quarter 2024
Vimy Park Improvements	
(a) Gather & input asset data for campground, parks, sportfields, and playgrounds	1 st Quarter 2025
(b) Establish maintenance program for campground, parks, sportfields, and playgrounds	1 st Quarter 2025
 (c) Establish funding for maintenance program of campground, parks, sportfields, and playgrounds (operating budget) 	1 st Quarter 2025
(d) Develop scope for Murray Pearson Memorial Field backstop replacement and netting	4 th Quarter 2024
(e) Establish funding for Murray Pearson Memorial Field backstop replacement and netting	1 st Quarter 2025
(f) Construct backstop and netting	2 nd Quarter 2025
South Kaslo Development Plan	
(a) Establish funding	4 th Quarter 2024
(b) Award contract & develop plan	2 nd Quarter 2025
(c) Adopt Plan	3 rd Quarter 2025
Asset Management Program Development	
(a) Establish a Pavement Management Program	4 th Quarter 2024
(b) Verify pavement data & perform condition assessments	4 th Quarter 2024
(c) Establish funding for roof condition assessments	1 st Quarter 2025
(d) Perform roof condition assessments	4 th Quarter 2025
(e) Gather & input data for Water Treatment Plant assets	4 th Quarter 2025
(f) Gather & input date for Wastewater Treatment Plant assets	4 th Quarter 2025
Wastewater Treatment Plant Design	
(a) Determine scope and design cost estimate	4 th Quarter 2024
(b) Establish funding for design	1 st Quarter 2025
(c) Perform design and develop construction budget estimate	4 th Quarter 2025
Consider Proposed RV Park Development	
(a) Draft general terms of proposal for review	4 th Quarter 2024
(b) Draft an RV Park zoning bylaw for review	4 th Quarter 2024
(c) Conduct Public Information Session	1 st Quarter 2025
(d) Council to consider the proposal in full	1 st Quarter 2025



Arena Mechanical Upgrades	
(a) Finalize design of HVAC-R	4 th Quarter 2024
(b) Establish funding for HVAC-R	1 st Quarter 2025
(c) Issue RFP & award contract for HVAC-R	1 st Quarter 2025
(d) HVAC-R Construction	3 rd Quarter 2025
Arena Accessibility Upgrades – Feasibility Study	
(a) Finalize Feasibility Study for Accessibility	4 th Quarter 2024
Arena Kitchen – Feasibility Study	
(a) Finalize Feasibility Study for Kitchen	4 th Quarter 2024
Arena Back-up Power	
(a) Finalize Design for Back-Up Power	4 th Quarter 2024
(b) Establish funding for Back-Up Power	1 st Quarter 2025
(c) Issue RFP, award contact, and install Back-up Power	4 th Quarter 2025
City Hall Court Room Renovation	
(a) Establish a rental process	1 st Quarter 2025
(b) Establish funding for Acoustics	1 st Quarter 2025
(c) Acoustics Installation	2 nd Quarter 2025
Accessibility Plan	
(a) Finalize	1 st Quarter 2025
(b) Adopt Plan	2 nd Quarter 2025
Public Engagement & Communications Improvements	
(a) Plan & conduct a Town Hall Meeting	1 st Quarter 2025
Active Transportation Network Plan	
(a) Finalize document	4 th Quarter 2024
(b) Adopt Plan	1 st Quarter 2025
Zoning Bylaw – Review & Adoption	
(a) Alignment with OCP and Housing Needs Report	1 st Quarter 2025
(b) Adopt Bylaw	2 nd Quarter 2025
Subdivision Servicing Bylaw – Review & Adoption	
(a) Determine scope and cost estimate for revision	4 th Quarter 2024
(b) Establish funding & award contract	1 st Quarter 2025
(c) Perform revision	3 rd Quarter 2025
(d) Adopt Bylaw	4 th Quarter 2025
Records & Information Management System - Development	
(a) Develop Policy	4 th Quarter 2024
(b) Develop processes and procedures, including naming conventions	1 st Quarter 2025
(c) Provide staff training	1 st Quarter 2025
Governance & Operations – Administrative Improvements	
(a) Purchase and implement Work Management & Scan modules in MAIS	4 th Quarter 2024
(b) Budget for replacement of IT equipment at end of life	1 st Quarter 2025
(c) Replace IT equipment at end of life	3 rd Quarter 2025
(d) Provide Council with Service Level Review and draft budget	1 st Quarter 2025
(e) Adopt 2025-2029 Financial Plan	2 nd Quarter 2025
(f) Review organizational structure & staffing levels	4 th Quarter 2024
(g) Develop and implement Occupational Health & Safety program	2 nd Quarter 2025



(h) Develop and implement staff training plan	S	4 th Quarter 2025
(i) Document permit approval processes and	procedures	3 rd Quarter 2025
(j) Document subdivision approval processes	(j) Document subdivision approval processes and procedures	
(k) Ensure regulatory compliance with the cor	nditions of permits for	4 th Quarter 2025
Water Treatment Plant		Ath O and a 2025
 (I) Ensure regulatory compliance with the cor Wastewater Treatment Plant 	iditions of permit for	4 th Quarter 2025
(m) Ensure regulatory compliance with buildin	g's electrical permits	1 st Quarter 2025
(n) Implement Computerized Maintenance Maintena		4 th Quarter 2025
buildings, roads & grounds, parks, utilities,		
(o) Renew Moorage Lease Agreements with b	oat clubs	4 th Quarter 2024
(p) Renew Lease Agreement with Service BC		4 th Quarter 2024
(q) Renew Lease Agreement with Kaslo & Dist	rict library	4 th Quarter 2024
(r) Renew Lease Agreement with Thrift Store		4 th Quarter 2024
(s) Renew Lease Agreement with Kaslo Racqu	et Club	4 th Quarter 2024
(t) Consider renewing Agreement with campg	ground operator	4 th Quarter 2024
(u) Renew contract with recycling contractor		4 th Quarter 2024
(v) Review/develop bylaws, process maps, pro	ocedures:	
 Fleet reserve fund 		1 st Quarter 2025
 Fees & Charges 		4 th Quarter 2024
 Council Remuneration 		1 st Quarter 2025
 Beer Gardens 		1 st Quarter 2025
 Business Licensing (mobile vendors 	;)	1 st Quarter 2025
 Sewer Parcel Tax 		1 st Quarter 2025
(w) Review/develop policies, process maps, pr	ocedures:	
 Council Correspondence 		1 st Quarter 2025
 Council Code of Conduct 		4 th Quarter 2024
 Grants-in-Aid 		1 st Quarter 2025
 Permissive Tax Exemptions 		2 nd Quarter 2025
 Occupational Health & Safety 		1 st Quarter 2025
 Sidewalk Maintenance & Repair 		1 st Quarter 2025
 Flags 		1 st Quarter 2025
ADVOCACY	PARTNERS	HIPS
Hospital Expansion – Health Advisory Committee,	Building Improvements - Te	nants & Lessees
Victorian Hospital of Kaslo Auxiliary Society	Economic Development - RI	ЭСК
Highway Signage – Ministry of Transportation Kootenay Lake Partnership – various agencie		 various agencies
Reliable Power Supply - FortisBCEmergency Management – Regional District		Regional District
Accessible and Affordable Housing, Assisted	Fire Preparedness - RDCK (Fi	reSmart), Community
Living – Columbia Basin Trust, Ministry of Housing,	Forest	
MLA, Kaslo Housing Society, Kaslo & District Senior		
Citizens Shelter Society		



	COUNCIL PRIORITIES
	NEXT
City Ha	II Generator
	Determine scope
• •	Perform design & cost estimate
• •	Establish funding
(d)	Issue RFP & award contract
(e)	Construction
McDor	nald Creek Water Supply Contract
(a)	Negotiate terms with Regional District, OR
	Expand municipal boundaries to incorporate subject area
Moyie	Amphitheatre/Slope Stabilization
(a)	Determine scope
(b)	Perform design & cost estimate
(c)	Issue RFP & award contract
(d)	Construction
Public	Engagement & Communications
(a)	Establish a Public Communications Policy
(b)	Develop templates for bi-annual Newsletters and Town Hall Meetings
New Li	brary
(a)	Consider Alternate Approvals Process for funding
(b)	Review Requisition Bylaw
Kaslo E	Bay Park Washroom
(a)	Determine scope and design cost estimate
(b)	Establish design funding
(c)	Perform design and develop budget estimate
(d)	Issue RFP & award contract
(e)	Construction
Pressu	re Reducing Valves
(a)	Determine scope and design cost estimate
(b)	Establish design funding
(c)	Perform design and develop budget estimate
(d)	Issue RFP & award contract
(e)	Construction
Govern	nance & Operations
(a)	Review/develop bylaws, process maps, procedures:
	 Sewer Parcel Tax
	Water Parcel Tax
	 Cemetery
(b)	Review/develop policies, process maps, procedures:
	 Delegation of Authority
	 Water Conservation



	COUNCIL PRIORITIES		
	AFTER		
New Li	i brary (if funding is established)		
(a)	Develop Operating Agreements with RDCK and Library		
(b)	Hire Project Manager		
(c)	Perform Final design, issue tender, award contract		
(d)	Construction		
Asset I	Management		
(a)	Establish a Building Maintenance Program (inventory, c	ondit	tion
	assessments)		
Water	front Development Plan [wharf demolition, zoning, desi	gn]	
(a)	Determine scope and design cost estimate		
(b)	Establish design funding		
(c)	Perform design and construction budget estimate		
(d)	Establish construction funding		
(e)	Issue RFPs & award contracts		
(f)	Construction		
Source	• Water Protection Plan (if funding is established)		
(a)	Develop scope and issue RFP		
(b)	Award contract		
Waster	water Treatment Plant Upgrade		
• •	Establish construction funding		
	Issue RFP & award contract		
	Construction		
	Accessibility		
	Establish final design funding		
	Perform final design and develop construction budget e	estim	ate
• •	Establish construction funding		
	Issue RFP & award contract		
	Construction		
	Kitchen		
	Establish final design funding		
• •	Perform final design and construction budget estimate		
• •	Establish construction funding		
• •	Issue RFP & award contract		
	Construction		
	nance & Operations		
a)	Review/develop bylaws, process maps, procedures:	_	
	 Sewer Source Control Sewer Cross Connections 		Street Names and Numbering Aerodrome
Ы	 Sewer cross connections Review/develop policies, process maps, procedures: 	-	Aerourome
IJ	 Bylaw Enforcement 	-	Patios
	 Donations 	-	Trees
	 Street naming 	•	Benches & Monuments
	■ Art	-	Artificial Intelligence



Strategic Priorities 2025-2026

End of Document





STAFF REPORT

DATE:	November 4, 2024	FILE NUMBER:	0340-50
TO:	Mayor and Council		
FROM:	Robert Baker, Chief Administrative Officer		
SUBJECT:	Council Code of Conduct		

1.0 PURPOSE

To provide Council with a draft Code of Conduct policy for its review.

2.0 RECOMMENDATION

THAT the Council Code of Conduct policy be adopted as presented within a Staff Report dated November 4, 2024.

3.0 BACKGROUND

A code of conduct is a written document that sets shared expectations for conduct or behavior. A local government can adopt a code of conduct to establish shared expectations for how its members should conduct themselves while carrying out their responsibilities and in their work as a collective decision-making body for the community. Responsible conduct of elected officials is essential to good governance as it affects the relationships between elected colleagues, staff, and the public.

In May 2023, Council passed Resolution #2023-165 directing staff to establish a code of conduct for its Council Members. A policy has been drafted and is presented by way of this Staff Report for Council's consideration.

4.0 DISCUSSION

The draft code of conduct is based on a model developed by the Union of BC Municipalities (UBCM) and reflects the foundational principles of integrity, respect, accountability, and leadership and collaboration. Staff have customized and expanded upon these principles to include standards of responsible conduct that are specific to the context of local government, as well as Council's duties and responsibilities. This includes interactions with staff, the public, meetings, conflicts of interest, gifts, and the use of public resources. Within the draft policy is a process for how breaches, complaints, and disciplinary action will be handled by the Village. The process begins with an attempt to find an informal resolution between Council Members before seeking assistance from the Mayor or Chief Administrative Officer (CAO). If an informal process is not successful, then a complaint may be submitted for preliminary assessment involving the Village's Solicitor and a decision will be made whether to refer the complaint to a third-party Investigator. Following a process to determine whether any breach of the policy has occurred, Council will make a final determination as to whether any remedies are necessary.

5.0 OPTIONS

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

- 1. **THAT the Council Code of Conduct policy be adopted as presented.** *The policy will come into effect immediately.*
- 2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The draft policy identifies that Council may reimburse a Council Member for the costs of legal advice and representation in responding to a formal complaint provided that all of the following are met:

- a) the Council Member has not previously been found to have breached the Policy; and
- b) the amount claimed does not exceed \$10,000.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

In November 2021, British Columbia passed the Municipal Affairs Statutes Amendment Act, 2021 into law, making changes to the legislation that gives municipalities and other local governments across the province their powers. One notable change was the insertion of a requirement into the Community Charter that all municipalities in the province, within six months of a local election, decide whether to enact a code of conduct that regulates the activities of its council members with respect to each other, municipal staff, and the public (Part 4: Division 8 – Code of Conduct).

While the amendments do not expressly require municipalities to adopt a code of conduct, they do require that all municipalities consider doing so after every local election and, if the decision is made to not adopt a code of conduct, to issue a statement to the public setting out the reasons for that decision. As a result, a significant majority of municipalities and other local governments in British Columbia have already adopted a code of conduct.

An accompanying regulation, the Principles for Codes of Conduct Regulation, requires that a municipality consider the following principles when deciding whether to adopt such a code of conduct:

- Council members must carry out their duties with integrity;
- Council members are accountable for the decisions that they make, and the actions that they take, in the course of their duties;
- Council members must be respectful of others; and
- Council members must demonstrate leadership and collaboration.

Developing a code of conduct is particularly important given that Council Members are not employees of the Village of Kaslo and therefore their conduct and behavior amongst themselves or with the public is not subject to the Occupational Health & Safety Regulations regarding bullying and harassment in the workplace. Although the Regulations do not apply to Council generally, the Village has an obligation as an employer to ensure the health and safety of its employees, and to address and prevent inappropriate behavior that may be directed towards them by elected officials or the public.

8.0 STRATEGIC PRIORITIES

Further to the resolution passed in May 2023, Council has recently reviewed its Strategic Priorities and indicated that a Council Code of Conduct policy is a high priority that it would like completed by the end of the 4th quarter 2024.

9.0 OTHER CONSIDERATIONS

While enacted with the intention of improving the function and civility of local governments, the proliferation of municipal codes of conduct can present challenges for those governed by them. Everyone agrees in principle on the importance of values such as respect and collaboration, but the meaning of these values can be difficult to apply in practice to the world of politics. There is unfortunately a potential for municipal codes of conduct to be misused as a tool for litigating political disputes, and, even if a decision maker is ultimately cleared of any wrongdoing, the investigation process may be stressful, expensive, time-consuming, and provide ammunition for political opponents. As such, Council should carefully review the draft code of conduct to ensure that it meets their needs for the rest of its term. Following the next general local election, the new Council will decide whether to review or repeal the code of conduct.

RESPECTFULLY SUBMITTED

Robert Baker, Chief Administrative Officer

ATTACHMENTS: DRAFT Council Code of Conduct, Village of Kaslo



COUNCIL POLICY

DEPARTMENT:	Administration	FILE NUMBER:	0340-50
TITLE:	Council Code of Conduct		
Effective Date:		Revision Date:	

INTRODUCTION

As local elected representatives, Council recognizes that responsible and ethical conduct is essential to providing good governance and leadership for the Village of Kaslo. We further recognize that responsible conduct is based on the foundational principles of integrity, accountability, respect, and leadership and collaboration. To fulfill our obligations and discharge our duties, we are required to conduct ourselves to the highest ethical standards by being an active participant in ensuring that these Principles and Standards of Responsible Conduct set out in this policy are followed in all our dealings with every person, including those with other Council Members, Village staff, and the public.

PURPOSE

This Policy sets out the Principles and Standards of Responsible Conduct that Council Members are to follow in fulfilling their duties as elected officials.

REVISION HISTORY

No.	Date	Description

APPLICATION & STATUTORY PROVISIONS

This Code of Conduct applies to Council Members of the Village of Kaslo, including all interactions that Council Members have in relation to Village matters whether that be in duly convened meetings, interactions with Village staff or the public, or Council's use of social media. It is each member's individual responsibility to uphold both the letter and the spirit of this Code of Conduct when dealing with every person including other Council Members, Village staff, and the public.

This Code of Conduct is intended to be developed, interpreted and applied by Council Members in a manner that is consistent with all applicable federal and provincial laws, as well as the bylaws and policies of the Village, the common law and any other legal obligations which apply to Council Members individually or as a collective Council. This includes, but is not limited to:

- a) the Community Charter
- b) the Local Government Act
- c) FIPPA
- d) the Financial Disclosure Act
- e) bylaws, policies, and procedures of the Village of Kaslo

If there is a conflict between the Code of Conduct and Council's associated statutory obligations, the legislation of more senior levels of government will supersede this Policy.

PRINCIPLES OF RESPONSIBLE CONDUCT

The following foundational principles provide a basis for how Council Members fulfill their roles and responsibilities, including relationships with other Council Members, Village staff, and the public.

Integrity - Being honest, demonstrating strong ethical principles, and acting with integrity by:

- behaving in a manner that promotes public confidence, including actively avoiding any perceptions of conflicts of interest, improper use of the office or unethical conduct.
- being truthful, honest and open.
- upholding the public interest and making decisions in the best interest of the Village and its residents.
- following through on commitments made, engaging in positive communication and correcting errors in a timely and transparent manner.

Accountability - An obligation and willingness to accept responsibility or to account for one's actions. Accountability is demonstrated as follows:

- being transparent in how Council individually and collectively conducts business and carries out their duties.
- ensuring information is accessible and that citizens can view the process and rationale behind decision making and action taken, while protecting confidentiality when appropriate.
- accepting and upholding that each member of Council is collectively accountable for local government decisions, and that individually each Council Member is responsible and accountable for the decisions they make.
- listening to the community and considering the opinions and needs of the public when making decisions in a manner that also allows for respectful discourse and feedback.

Respect - Having due regard for others' perspective, wishes and rights, while displaying deference and understanding of the role of local government in decision making and fostering an environment of trust. Respect is demonstrated by:

- treating every person, including members of Council, staff and the public with dignity.
- showing consideration for colleagues and staff.
- displaying an awareness and sensitivity around comments and language that may be perceived as derogatory.
- valuing diverse perspectives and debate in decision making.
- acting in a way that is respectful of the roles and responsibilities of the Office of the Mayor and Council.

Leadership and Collaboration - An ability to lead, listen to and positively influence others. Coming together to create or meet a common goal through collective efforts. Leadership and collaboration is demonstrated by:

- behaviour that builds and inspires public trust and confidence in local government.
- calmly facing challenges and providing thoughtful direction on issues and supporting and enabling colleagues and staff to do the same.
- creating space for open expression by others; taking responsibility for one's own actions and reactions and accepting and fully supporting the decisions of the majority.
- being an active participant as part of ensuring the Principles and Standards of Responsible Conduct set out in this policy are followed.

POLICY STATEMENTS

Part 1 – Standards of Responsible Conduct

General Conduct

- 1. Council Members must adhere to the Principles and Standards of Responsible Conduct, and all other provisions contained within this Code of Conduct.
- 2. Council Members must avoid behaviour that could constitute an act of disorder or misbehavior. Conduct to be avoided includes an action that contravenes this Policy, contravenes legislation and municipal bylaws, or is an abuse of power or otherwise amounts to improper discrimination, intimidation, harassment or the verbal abuse of others.

Interactions with Staff

- 3. Council Members will direct questions and inquiries regarding departmental issues in accordance with protocols established by the Chief Administrative Officer (CAO) and will only contact Municipal Officers directly to seek administrative clarity.
- 4. Council Members will not interfere with, hinder, or obstruct Staff in the exercise or performance of their roles, responsibilities, powers, duties, or functions, nor will they impair the ability of Staff to implement Council policy decisions in accordance with section 153 of the Community Charter.
- 5. Council Members will not request or require that Staff undertake personal or private work for or on behalf of a Council Member.
- 6. Council Members will not request or require that Staff engage in political activities, or subject them to reprisal of any kind for refusing to engage in such activities.

Interactions with the Public and Advocacy

- 7. To promote respect and integrity for Council decision-making, Council Members will accurately communicate the decisions of the Council, even if they disagree with the majority decision of Council.
- 8. Council Members will refrain from making any disparaging comments about other Council Members or members of staff.
- 9. The Mayor is the designated spokesperson for the Village on Council matters. Council Members will represent the official policies or positions of Council to the best of their ability when designated as a delegate of Council. When presenting their individual opinions and positions, Council Members will explicitly state that it is their own personal view and that they do not represent Council or the Village in those views.

Conduct of Meetings

- 10. Council Members will prepare themselves for meetings, listen courteously and attentively to all discussions before the body, and focus on the business at hand. Council Members will not interrupt other speakers, make personal comments not germane to the business of the body, or otherwise interfere with the orderly conduct of a meeting.
- 11. Council Members will not interact or communicate with members of the public during open or closed Council meetings about matters being considered at that meeting via email, text or other social media applications.

Conflict of Interest

12. Council Members will act in accordance with sections 100 to 104, and 107 to 108 of the Community Charter regarding conflict of interest and influence.

<u>Gifts</u>

13. Council Members will act in accordance with sections 105 and 106 of the Community Charter regarding restrictions on accepting gifts and disclosure of gifts.

Use of Public Resources

- 14. Council Members will not use Village public resources such as Staff time, equipment, technology, supplies, facilities, branding or other property for private gain, personal purposes, or election-related purposes.
- 15. Council Members will not undertake federal, provincial or municipal election campaign related activities at City Hall or on other premises owned by the Village.

Leave of Absence

- 16. A Council Member who is running for elected office outside of a local government election should consider requesting a leave of absence from Council once the writ is dropped for that election to avoid conflicts of interest or perceived conflicts of interest.
- 17. A Council Member who is running for nomination or is a nominee for elected office outside of a local government election will not act as Acting Mayor. Council may appoint another Council Member as Acting Mayor until after general voting day of that election or the end of the Acting Mayor's scheduled term, if earlier than general voting day.
- 18. A Council Member who is running for nomination or is a nominee for elected office outside of a local government election will not represent Council on internal or external committees, task forces, or agencies. Council may appoint another Council Member to represent Council until after general voting day of that election.
- 19. For certainty, sections 17 and 18 do not apply should the Council Member no longer be running for the nomination or not be nominated. In those instances, the Council Member may resume the duties identified in those sections.

Part 2 - Breaches, Complaint Handling and Disciplinary Action

Implementation

20. This Policy is intended to be self-enforcing and becomes most effective when Council Members are thoroughly familiar with it and embrace its provisions. As such, this Policy will be available as information to candidates for Council.

Informal Resolution

- 21. If a Council Member believes that they have observed another Council Member engaging in conduct that would breach this Policy, they must attempt to resolve the complaint directly with the other Council Member, if possible, prior to referring the complaint to the Mayor or submitting a complaint under section 25.
- 22. If a complaint is referred to the Mayor under section 21, they will endeavour to resolve the issue informally within 30 days of receipt of the complaint. In the event that the Mayor is the subject of or implicated in the complaint, it shall be addressed to the Acting Mayor unless that individual is also subject or implicated in the complaint. Where both the Mayor and Acting Mayor are simultaneously implicated in a complaint, the matter will be referred to the CAO and Corporate Officer who will endeavour to resolve the issue informally within 30 days of receipt of the complaint.
- 23. If a Staff member believes that they have observed a Council Member engaging in conduct that would breach this Policy, and they wish to file a complaint, they must approach and inform the CAO and Corporate Officer on a confidential basis of the alleged breach.

- 24. Upon receipt of the confidential information referenced in section 23, the CAO and the Corporate Officer may:
 - a) determine that no breach has occurred and inform the Staff member of that determination;
 - b) attempt to address the alleged breach with the Council Member and, if the circumstances warrant, the Staff member; or
 - c) request that Staff member file a complaint in accordance with sections 25 and 26.

Complaint Procedure

- 25. Subject to sections 21 to 24, a Council Member, Village staff, or Resident may refer or submit a complaint to the CAO and Corporate Officer. Alternatively, if the complainant is the CAO or Corporate Officer or the complaint involves the CAO or Corporate Officer, the complaint may be submitted to the other position alone.
- 26. A complaint must be in writing, must be submitted within 30 days of the alleged breach (or within 30 days of referral to the CAO and Corporate Officer under section 22, if applicable), and must include, with sufficient detail:
 - a) the name of the complainant;
 - b) the name of the respondent Council Member(s);
 - c) the conduct that the complainant alleges was in breach of the Policy;
 - d) the date of the alleged conduct;
 - e) the parts of the Policy the alleged conduct breached;
 - f) the basis for the complainant's knowledge of the conduct; and
 - g) if a complaint is submitted by a Council Member, whether the Council Member attempted to resolve the complaint informally under section 21.
- 27. A complaint that does not comply with all the requirements of section 26 may be accepted if the CAO and Corporate Officer determine that there has been substantial compliance or if the circumstances otherwise warrant acceptance.
- 28. A complaint submitted outside the time limits set out in section 26 must be rejected, except that the CAO and Corporate Officer may grant an extension of up to 30 further days if the circumstances of the complaint are sufficiently serious.
- 29. In an election year, complaints submitted from the first day of the nomination period to the general voting day must be accepted and held in abeyance until after the new Council has taken office. At that time, complaints will only proceed if they relate to a Council Member who was re-elected in that election year. For certainty, if the Council Member who is the subject of the complaint is not re-elected, the complaint must be rejected. The same provision applies to a Council Member who is running in a federal or provincial election beginning at the time the writ is dropped. If the Council Member who is the subject of the subject of the council member who is the subject of the complaint resigns from Council following the election, the complaint must be rejected.

Preliminary Assessment

- 30. On receipt of a complaint, the CAO and Corporate Officer will conduct a preliminary assessment of the complaint or forward the complaint to the Village's Solicitor to conduct a preliminary assessment. If the CAO, Corporate Officer or Solicitor determines that any of the following circumstances apply, then they must notify the complainant and respondent Council Member in writing that the complaint will be closed, stating the reason(s) for the closure:
 - a) the complaint is not with respect to this Policy;
 - b) the complaint is frivolous, vexatious, or not made in good faith;
 - c) the complaint would be more appropriately addressed through another process;
 - d) the complaint was not in compliance with sections 25 and 26;

- e) the complainant wishes to withdraw the complaint, and it would be appropriate to allow the complaint to be withdrawn;
- f) the complaint was submitted by a Council Member, and the Council Member ought to have first attempted to resolve the complaint informally under sections 21 and 22; or
- g) there are no possible grounds on which to conclude that a violation of this Policy has occurred.

Referral to Third-Party Investigator

- 31. If the CAO, Corporate Officer or Solicitor determines that the complaint should be accepted for investigation, they will refer the complaint to a neutral and independent third-party Investigator of their choosing to conduct an investigation, and they will notify the complainant and respondent Council Member of the referral.
- 32. The Investigator will have all the same ability to dismiss a complaint on a preliminary basis as set out in section 30.
- 33. An Investigator, once retained, may only be dismissed for cause or at the discretion of the CAO and Corporate Officer.

Criminal Conduct

- 34. If, at any stage in the complaint procedure, the CAO, Corporate Officer, Solicitor or Investigator determines that there are reasonable grounds to believe that there has been a contravention of the Criminal Code, or learns that there is an ongoing police investigation into the conduct that gave rise to the complaint, then they must immediately refer the matter to the appropriate authorities and suspend any investigation into the complaint until any resulting police investigation and charge have been finally disposed of, and will report the suspension to Council, the complainant, and the respondent Council Member.
- 35. For certainty, a complaint must be suspended while the respondent is on a mandatory leave of absence under section 109.3(1) of the Community Charter, and may be re-commenced only once the mandatory leave of absence ends pursuant to section 109.3(1)(b) of the Community Charter.

Formal Resolution

- 36. Once retained, the Investigator will deliver the complaint to the respondent Council Member, along with a request that the respondent Council Member provide a written response to the complaint, together with any submissions that the respondent Council Member chooses to make, within 10 days.
- 37. The Investigator may, at their discretion, deliver the respondent Council Member's written response and submissions to the complainant and request a reply in writing within 10 days.
- 38. The Investigator may:
 - a) speak to anyone relevant to the complaint;
 - b) request disclosure of documents relevant to the complaint;
 - c) access any record in the custody or control of the Village, within the meaning and constraints of FIPPA, with the exception of records subject to solicitor-client privilege; and
 - d) extend the timelines established in sections 36 and 37, at their discretion.
- 39. The Investigator has discretion to conduct the investigation as they see fit, but must ensure that the investigation complies with the rules of procedural fairness and natural justice required in the circumstances of the complaint.

Adjudication and Reporting

- 40. The Investigator must conclude the investigation and make a determination regarding the alleged breach within 90 days of referral under section 31, unless the Investigator determines that doing so is not practicable, in which case the Investigator must notify the complainant, respondent Council Member, and Council of the delay and provide a revised decision date. The revised decision date may be extended by periods of up to 30 days at a time on provision of written notice to the complainant, respondent Council.
- 41. If, after reviewing all the material information, the Investigator determines that a Council Member did not violate this Policy, then the Investigator will:
 - a) prepare a written investigation report providing reasons for their determination, which will include a determination of whether the complaint was submitted frivolously, vexatiously or in bad faith; and
 - b) deliver a copy of the investigation report to the complainant, respondent Council Member, and Council.
- 42. If, after reviewing all the material information, the Investigator determines that a Council Member did violate this Policy, then the Investigator will:
 - a) prepare a written investigation report providing reasons for their determination, which must include:
 - i. a summary of the factual findings of the Investigator;
 - ii. an application of the Policy, and any other applicable law, to the facts;
 - iii. a recommendation of the appropriate sanction, subject to subsection (iv); and
 - if applicable, a determination of whether the respondent Council Member took all reasonable steps to avoid the breach or whether the breach was trivial, inadvertent or due to an error in judgment made in good faith, in which case the Investigator may recommend that no sanction be imposed;
 - b) deliver a copy of the investigation report to the respondent Council Member; and
 - c) 48 hours after the delivery of the investigation report to the respondent Council Member, deliver a copy of the investigation report to Council.

Final Determination by Council

- 43. Council must, within 45 days of the Investigator's delivery of the investigation report, decide on the appropriate measures, if any, that are warranted by a breach of this Policy;
- 44. Prior to making any decision regarding the findings and recommendations set out in the investigation report, the respondent Council Member must be provided with an opportunity, either in person or in writing, to comment to Council on the Investigator's determinations and recommendations.
- 45. While an investigation report may be considered in a closed meeting, if the circumstances warrant, when Council deliberates and votes on the Investigator's recommendation, it will generally do so in an open meeting.
- 46. Within 30 days of Council's final decision about an investigation, it must, subject to the Village's obligations under FIPPA, release to the public the investigation report, or a summary thereof, along with a summary of Council's decision.

Remedies

- 47. Remedies that may be imposed by Council for a violation of this Policy include the following:
 - a) a letter of reprimand from Council, addressed to the respondent Council Member;
 - b) a request from the Council that the respondent Council Member issue a letter of apology;
 - c) the publication of the letters contemplated in subsections (a) and (b), along with the respondent Council Member's response, if any;

- d) directions to the CAO and Corporate Officer regarding the method of providing documents that contain confidential information to the respondent Council Member;
- e) a recommendation that the respondent Council Member attend specific training or counselling;
- f) limitations on access to certain Village facilities;
- g) prohibition from representing the Village at events and/or attending conferences;
- h) suspension or removal of the respondent Council Member from the Acting Mayor rotation;
- i) a temporary reduction in remuneration;
- j) public censure of the respondent Council Member; or
- k) any other sanction recommended by the Investigator, so long as that sanction is within the authority of Council.
- 48. Council must consider the following factors when determining whether to impose a sanction on a Council Member:
 - a) the degree and nature of the conduct;
 - b) whether the contravention was a single or repeated act;
 - c) whether the Council Member knowingly contravened the Policy;
 - d) whether the Council Member took steps to mitigate or remedy the contravention;
 - e) the Council Member's history of other contraventions; and
 - f) if applicable, the Investigator's finding that the respondent Council Member took all reasonable steps to avoid the breach, or that the breach was trivial or done inadvertently or because of an error in judgment.

Confidentiality of Investigation

- 49. The CAO, Corporate Officer, Solicitor, and Investigator must make all reasonable efforts to process and investigate complaints in a confidential manner.
- 50. The Investigator and every person acting under the Investigator's instructions must preserve confidentiality with respect to all matters that come into the Investigator's knowledge in the course of any investigation or complaint, except as otherwise required by law.

Obstruction and Frivolous and Vexatious Complaints

- 51. No Council Member, Staff or Resident will obstruct the Investigator, Solicitor, CAO, or Corporate Officer in relation to the administration of this Policy or the investigation of a complaint. Without limitation, the following will constitute obstruction:
 - a) uttering of threats against any person involved in the complaint;
 - b) destruction of relevant records or documents; and
 - c) refusal to cooperate with the Investigator, Solicitor, CAO, or Corporate Officer.
- 52. A person who is found to have obstructed the Investigator, Solicitor, CAO, or Corporate Officer or any individual covered by this Policy who makes a complaint that is subsequently found to have been made in a deliberately frivolous, vexatious or malicious manner, or otherwise made in bad faith, will be subject to appropriate disciplinary action, which may include, but is not limited to:
 - a) in the case of Council Members, sanctions and remedies as described in this Policy;
 - b) in the case of Staff, disciplinary action or termination of employment for just cause, as applicable;
 - c) in the case of any complainant, prohibition from filing complaints under this Policy for a specified period of time.

Reimbursement of Costs

- 53. A Council Member may make a request to Council for reimbursement of the costs of legal advice and representation in responding to the formal complaint process outlined in this Policy. If appropriate, after considering all of the circumstances, Council may resolve to reimburse legal fees reasonably incurred by a Council Member, provided that all of the following are met:
 - a) the Council Member has not previously been found to have breached the Policy; and
 - b) the amount claimed does not exceed \$10,000.

RESPONSIBILITIES

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

It is the responsibility of each Council Member to familiarize themselves with this Policy, and recognize and understand that their behaviour is governed directly by statues, laws, and policies.

DEFINITIONS

"Chief Administrative Officer (CAO)" means the Village Manager or their designate;

"Corporate Officer" means the person appointed as such by Council, or their designate;

"Council Member" means the Mayor and Councilors for the Village of Kaslo;

"FIPPA" means the Freedom of Information and Protection of Privacy Act (British Columbia);

"Investigator" means the investigator appointed to process Breaches, Complaint Handling and Disciplinary Action;

"Municipal Officers" means the Chief Administrative Officer, Chief Financial Officer, and Corporate Officer.

"Policy" means the Council Code of Conduct.

"Resident" means any person who would be eligible to vote in a municipal election in the Village of Kaslo, along with any person holding a valid and subsisting business license issued by the Village of Kaslo;

"Staff" means an officer or employee of the Village of Kaslo, but does not include contractors.



STAFF REPORT

DATE:	November 5, 2024	FILE NUMBER:	3320-20-24
TO:	Mayor and Council		
FROM:	Robert Baker, Chief Administrative Officer		
SUBJECT:	Final Disposition of Lot 60, 515 Sixth Street		

1.0 PURPOSE

To seek a resolution to dispose of Lot 60, 515 Sixth Street to Margaret Edwards.

2.0 RECOMMENDATION

THAT the Village dispose of PID 032-057-130 to Margaret Edwards in the amount of \$718, AND

THAT the Corporate Officer fully executes the purchase & sale agreement, and land transfer as described in the Staff Report titled *Disposition of Lot 60, 515 Sixth Street* dated November 5, 2024.

3.0 BACKGROUND

On October 17, 2024, Council reviewed a Staff Report titled *Disposition of Lot 60, 515 Sixth Street,* and passed resolution #271/2024 directing staff to provide Margaret Edwards with an offer to sell her Village land PID 032-057-130 in the amount of \$718 and if accepted, issue a public notice of disposition. Mrs. Edwards has accepted the offer and staff have issued public notice. Council is now in a position to give their final approval to dispose of the land.

4.0 DISCUSSION

Details of the land disposition are included in the Staff Report titled *Disposition of Lot 60, 515 Sixth Street* and dated October 17, 2024.

5.0 OPTIONS

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

- 1. **Dispose of PID 032-057-130 to Margaret Edwards in the amount of \$718**. *Staff will coordinate the purchase & sale agreement, and land transfer.*
- 2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

All legal costs and filing fees will be paid by the purchaser.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

Community Charter Part 3: Division 3 – Municipal Property states that:

Notice of proposed property disposition

26. (1) Before a council disposes of land or improvements, it must publish notice of the proposed disposition in accordance with section 94 [public notice].

(3) In the case of property that is not available to the public for acquisition, notice under this section must include the following:

- (a) a description of the land or improvements;
- (b) the person or public authority who is to acquire the property under the proposed disposition;
- (c) the nature and, if applicable, the term of the proposed disposition;
- (d) the consideration to be received by the municipality for the disposition.

8.0 STRATEGIC PRIORITIES

Nothing to report.

9.0 OTHER CONSIDERATIONS

None to report.

RESPECTFULLY SUBMITTED

Robert Baker, Chief Administrative Officer

ATTACHEMENTS: Staff Report titled *Disposition of Lot 60, 515 Sixth Street* and dated October 17, 2024.



STAFF REPORT

DATE:	October 17, 2024	FILE NUMBER:	3320-20-24
TO:	Mayor and Council		
FROM:	Robert Baker, Chief Administrative Officer		
SUBJECT:	Disposition of Lot 60, 515 Sixth Street		

1.0 PURPOSE

To seek direction regarding disposal of Lot 60, 515 Sixth Street.

2.0 RECOMMENDATION

THAT the Village offers to dispose of PID 032-057-130 to Margaret Edwards in the amount of \$718; and if the offer is accepted,

THAT THE VILLAGE issue a public notice for disposition of PID 032-057-130 in the amount of \$718 to Margaret Edwards as detailed in the Staff Report titled *Disposition of Lot 60, 515 Sixth Street,* dated October 17, 2024.

3.0 BACKGROUND

The Village has received a Final Subdivision Application affecting 515 Sixth Avenue which includes several Lots to be consolidated. Six of the Lots are owned by the applicant, however, there is a 105 square foot Lot that is owned by the Village; Lot 60. In 1976, the Village gave written permission to the property owner to use the land, but an easement was never granted. Private property surrounds the Lot and so it does not have any legal access or value to anyone other than the adjacent property owner. As a best practice, staff believe Lot 60 should be consolidated with the adjacent Lots as part of the subdivision process. The market value of this property must be determined for disposal to occur.





4.0 DISCUSSION

An appraiser familiar with these types of scenarios has provided guidance. They have indicated that the valuation of these types of properties is typically carried out using an appraisal technique referred to as an

"over-the-fence" analysis. This includes an opinion of the value for the subject land based on a unit value (square foot or acre) of the adjacent lands assuming these properties fairly represent the characteristics of the subject. The problem we have in this instance is that the valuation process requires a narrative report and is relatively expensive, +/-\$2,800, which is substantially more than the value of the property. The appraiser's suggestion is to use BC Assessment information for the purpose of this analysis. Based on a review of the adjoining properties, the value of Lot 60 is within a range of \$6.84 to \$8.80 per square foot, with a mid-point of \$7.82. This equates to \$718-\$924.

The Village has discussed the possible disposition of Lot 60 with the owner of 515 Sixth Avenue. There is no statutory requirement for the owner to purchase Lot 60 from the Village, and the Village is under no obligation to dispose of it. As such, the Village could maintain status quo by retaining ownership of Lot 60 and granting an easement to the owner of 515 Sixth Avenue for use of the lands. However, if a purchase and sale is to occur, then the price must be agreeable to both the Village and the property owner. Market value is not defined by the Community Charter, however BC Assessment defines it as the highest price, expressed in terms of money, that a property would bring, in an open and unrestricted market, between a willing buyer and a willing seller who are both knowledgeable, informed, and prudent, and who are acting independently of each other. The range of \$718-\$924 is based on this rationale, and Council is being asked to determine a final price. Given the lack of legal access, staff would suggest the property falls at the lower end of the range and be assigned a value of \$718.

5.0 OPTIONS

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

- 1. **Dispose of PID 032-057-130 to Margaret Edwards in the amount of \$718**. *Staff will coordinate disposition including public notice and then return to Council for final approval of a Purchase and Sale Agreement. All legal costs and filing fees will be paid for by the purchaser.*
- 2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

If the purchase and sale proceeds, then all legal costs and filing fees will be paid for by the purchaser.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

Community Charter section 24 (1) states that a council must give notice in accordance with section 94 [public notice] of its intention to provide any of the following forms of assistance to a person or organization:

(a) disposing of land or improvements, or any interest or right in or with respect to them, for less than market value.

Staff have established a range of \$718-\$924 for the value of Lot 60 based on BC Assessment values for adjacent lots. This effectively establishes the market value, and if disposed of within this range the Village does not need to give public notice of the value of the disposition.

Section 26 (1) states that before a council disposes of land or improvements, it must publish notice of the proposed disposition in accordance with section 94 [public notice]. Subsection (3) states that in the case of property that is not available to the public for acquisition, notice under this section must include the following:

- (a) a description of the land or improvements;
- (b) the person or public authority who is to acquire the property under the proposed disposition;
- (c) the nature and, if applicable, the term of the proposed disposition;
- (d) the consideration to be received by the municipality for the disposition.

Although the Village would not need to give notice of the value of the disposition, it must still provide general notice of the disposition in accordance with section 26 (3) as detailed above.

<u>Policy</u> Nothing to report.

<u>Bylaw</u> Nothing to report.

8.0 STRATEGIC PRIORITIES

Nothing to report.

9.0 OTHER CONSIDERATIONS

None to report.

RESPECTFULLY SUBMITTED

Robert Baker, Chief Administrative Officer



STAFF REPORT

DATE:	November 6, 2024	FILE NUMBER:	2380-20
TO:	Robert Baker, Chief Administrative Officer		
FROM:	Catherine Allaway, Corporate Officer		
SUBJECT:	Service BC Lease Renewal Authorization		

1.0 PURPOSE

To seek Council's approval to fully execute a lease agreement with ServiceBC for use of office space at City Hall.

2.0 RECOMMENDATION

THAT the Corporate Officer sign the lease agreement with the Province of BC for their use of space at City Hall through August 31st, 2028.

3.0 BACKGROUND

The Village of Kaslo has leased 250 ft² of office space in City Hall to the Province of BC for use as a Service BC location since 2018. In 2023, the Province of BC exercised their option to renew, extending the lease for 60 months, until August 31, 2028. At the 2024.07.23 meeting, Council approved the proposed rent amounts and a request from the Province to allow an Option to Terminate in favour of the Province. The proposed disposition has been advertised in accordance with legislation. Council approval is required to authorize execution of the document.

4.0 DISCUSSION

The Province has agreed to the 15% rent increase proposed by the Village of Kaslo that will apply retroactively to the entire renewal period. The renewal provisions outlined the previous lease agreement have been met. Notice of the proposed disposition has been advertised on the Village website and in the 2024.10.31 edition of the Valley Voice, as well as on the bulletin boards inside and outside of City Hall. No feedback has been received from members of the public.

5.0 OPTIONS

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

- 1. Authorize signing the new lease. Service BC will continue to occupy space in City Hall and rent will be increased retroactively to August 1, 2023.
- 2. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The proposed Annual Base Rent of \$5,175 represents a 15% increase over previous amounts and will apply to the entire renewal period, retroactively to August 1, 2023.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Schedule F of Lease L5629 outlines the agreement renewal terms.

8.0 STRATEGIC PRIORITIES Nil

9.0 OTHER CONSIDERATIONS Nil

RESPECTFULLY SUBMITTED

Catherine Allana

Catherine Allaway, Corporate Officer

ATTACHMENTS:

• DRAFT Lease Agreement L5629

CAO COMMENTS:

Council's Strategic Plan 2023-2026 references reorganization of office space within City Hall. This was predicated on the idea that ServiceBC would be better suited to occupy the space currently used by Village finance staff. The costs of reorganization proved to be prohibitive, and so the draft Lease Agreement with ServiceBC reflects the continued occupancy of their current space.

If Council is agreeable to the terms and conditions of the proposed Lease Agreement, then it may pass a resolution for staff to fully execute the contract.

APPROVED FOR SUBMISSION TO COUNCIL:

Robert Baker, Chief Administrative Officer

<u>November 7, 2024</u> Date



STAFF REPORT

DATE:	November 6, 2024	FILE NUMBER:	2240-85
TO:	Robert Baker, Chief Administrative Officer		
FROM:	Catherine Allaway, Corporate Officer		
SUBJECT:	RDCK Municipal Services Agreement - FireSmart		

1.0 PURPOSE

To seek authorization from Council to extend the Municipal Services Agreement with the Regional District of Central Kootenay for the FireSmart program.

2.0 RECOMMENDATION

THAT the Corporate Officer sign the amendment to the Municipal Services Agreement between the Village of Kaslo and the Regional District of Central Kootenay regarding the FireSmart program.

3.0 BACKGROUND

In 2024, the Village of Kaslo and the Regional District of Central Kootenay (RDCK) collaborated to deliver FireSmart programming to Kaslo and Area D. The agreement expired October 31st however the project is not complete. An extension until January 30, 2025, is sought to allow the RDCK to distribute rebates to eligible property owners and organizations under the FireSmart Home Partners and Neighborhood Recognition programs.

4.0 DISCUSSION

The collaboration between the Village and the RDCK has allowed the Village's FireSmart Coordinator to benefit from training and supervision by RDCK staff while acting as a Wildfire Mitigation Specialist conducting property assessments over the summer. In exchange for this, she has provided assessments for properties in Area D. This arrangement has ensured that delivery of FireSmart messaging and programming has been consistent for all area residents, regardless of whether they are inside or outside of the Village boundaries. The administrative burden of scheduling and reporting on assessments, as well as evaluating rebate applications and distributing funds has been absorbed by the RDCK.

Staff from both the Village and the RDCK are pleased with the arrangement and feel that it is a fair exchange. Working closely with the RDCK allows the Village to benefit from the administrative systems that they have developed, provides mentorship opportunities for Village staff and builds connections between jurisdictions. It is hoped that the collaboration will continue in 2025, with renewed funding from UBCM for the 2025 Community Resiliency Investment (CRI) program.

5.0 OPTIONS

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

1. **Extend the agreement.** *The RDCK will process rebates for eligible homeowners and neighbourhood groups.*

- 2. Do not extend the agreement. The Village will need to develop a system for receiving and evaluating rebate applications and issuing payments to eligible applicants.
- 3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

There are no hard costs associated with this agreement – it involves an exchange of in-kind services between the parties. The RDCK will invoice the Village for the total amount of rebates issued but will not charge any administration fees. The cost of the rebates (as well as the FireSmart Coordinator/Wildfire Mitigation Specialist wages) are covered by CRI grants from UBCM.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

The Municipal Services Agreement (MSA) outlines the specific terms of the agreement. The Amendment to the MSA recognizes that there is no more supervision required from the RDCK since Wildfire Mitigation Specialist activities are on hiatus until the spring, but allows for continued consultation on an as-needed basis. Since the maximum allowable rebate has increased under the current 2024 CRI program (from \$1,000 under 2023 CRI to \$5,000) this is reflected in the Amendment.

8.0 STRATEGIC PRIORITIES

Council's Strategic Plan 2023-2026 supports inter-agency FireSmart collaboration and emergency preparedness and programs.

9.0 OTHER CONSIDERATIONS

Nil

RESPECTFULLY SUBMITTED Catherine Allan any

Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Municipal Service Agreement (expired)
- Amendment to the Municipal Service Agreement

CAO COMMENTS:

If Council is agreeable to the terms and conditions of the proposed Municipal Service Agreement, and the value that the Village is receiving in exchange, then it may pass a resolution for staff to fully execute the contract.

APPROVED FOR SUBMISSION TO COUNCIL:

Robert Baker, Chief Administrative Officer

November 7, 2024 Date



Municipal Services

Agreement

Contract #: 2024-091-EM_KASLO Project: Village of Kaslo FireSmart Coordinator Account #: OPR507-103

THIS AGREEMENT executed and dated for reference the:

19th day of June, 2024 (Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY (hereinafter called the "RDCK") at the following address: Box 590, 202 Lakeside Drive Nelson, BC V1L 5R4	AND	VILLAGE OF KASLO (hereinafter called the "Municipality") at the following address: 413 4 th Street Kaslo, BC, VOG1M0
Agreement Administrator: Nora Hannon Telephone #: 250-352-8177 Email: <u>nhannon@rdck.bc.ca</u>		Agreement Administrator: Catherine Allaway Telephone: 250-353-2311 x105 Email: <u>allaway@kaslo.ca</u>

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE MUNICIPALITY AND THE RDCK AGREE AS FOLLOWS:

KEY TERMS

- **1** The parties agree that the RDCK shall provide the Services detailed in Schedule A of this Agreement (the "Services").
- 2 Notwithstanding the date of execution of this Agreement the RDCK shall provide the Services described in Schedule A hereof commencing on 5/1/2024 (the "Start Date") and ending on 10/31/2024 (the "Term"), unless terminated earlier in accordance with Section 9 or 10 of this Agreement.
- **3** The Location for delivery of the Services shall be within the Village of Kaslo and RDCK Electoral Area D.
- 4 For the provision of Services, the Municipality shall pay the RDCK the amounts and rates described in Schedule B. The RDCK shall invoice the Municipality for the Services every month during the Term and the Municipality shall pay the RDCK within 30 days of receipt of each invoice.

DEFINITIONS

- 5 In this Agreement, words and phrases shall have the following meanings:
 - (a) "AGREEMENT" means this Agreement;

- (b) **"BASIC SERVICES"** means those Services identified as Basic Services in Schedule A;
- (c) **"CLAIMS"** referred to in Section 11 and 12 hereof, means collectively: claims, demands, actions, suits, losses, damages, costs (including legal costs), fines, penalties, charges and expenses, including those for bodily injury or death;
- (d) **"DEFAULT"** has the meaning described in Section 9;
- (e) **"DEFAULTING PARTY"** has the meaning described in Section 9;
- (f) **"ENACTMENT"** has the same meaning as defined in section 1 of the British Columbia Interpretation Act;
- (g) "ENHANCED SERVICES" means those Services identified as Enhanced Services in Schedule A;
- (h) **"FORCE MAJEURE"** has the meaning described in Section 35;
- (i) **"SERVICES"** means the Basic Services and the Enhanced Services listed in Schedule A provided by the RDCK under this Agreement;
- **6** The following Schedules are attached, incorporated into, and form part of this Agreement:
 - Schedule A: Description of Services
 - Schedule B: Payment Terms
 - Schedule C: Supplemental Terms and Conditions

THE RDCK'S OBLIGATIONS

- 7 The RDCK shall:
 - (a) undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
 - (b) upon the request of the Municipality fully inform the Municipality of the Services done by the RDCK in connection with the provision of the Services and permit the Municipality at all reasonable times to inspect and review all works, data, specifications, drawings, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Municipality as a result of this agreement;
 - (c) comply with all applicable municipal, provincial and federal legislation and regulations, including, without limitation, the legislation and regulations governing the protection of information and privacy applicable to the Municipality;
 - (d) exercise a standard of care, skill and diligence that could reasonably be expected of and observed in persons engaged in the performance of work or services similar to Services provided in similar local or provincial governments workplaces in British Columbia;
 - (e) at its own expense, obtain Workers Compensation coverage for itself and all workers and agents employed or engaged in the execution of the Services; and
 - (f) at all times, treat as confidential all records, data, information and material supplied to or obtained by the RDCK as a result of this Agreement, including that of the Municipality's elected officials, appointed officers and employees, and the Municipality's ratepayers, businesses and other members of the public, and not permit the publication, release or disclosure of the same without the prior written consent of the Municipality or in accordance with the applicable "enactment" (as defined in the British Columbia Interpretation Act);
 - (g) respond to all requests made under section 5 of the Freedom of Information and Protection of Privacy Act in respect of the Municipality's records in the possession of the RDCK by transferring the requests to the Municipality, as the initiator and primary custodian of the records, in accordance with section

11 of that Act;

(h) not in any manner whatsoever commit or purport to commit the Municipality to the payment of any money except the payment as set out in Schedule B of this Agreement for the Services.

THE MUNICIPALITY OBLIGATIONS

- 8 The Municipality shall:
 - (a) subject to the provisions of this Agreement, pay the RDCK in full for the Services which are provided under this Agreement at the rates and amounts detailed in Schedule B and as otherwise provided under this Agreement;
 - (b) make available to the RDCK all available information pertinent to the Services;
 - (c) give the RDCK reasonable notice of anything likely to materially affect the provision of the Services;
 - (d) examine all studies, reports, sketches, proposals and documents provided by the RDCK under this Agreement, and render decisions pertaining thereto within a reasonable time;
 - (e) at all times, treat as confidential all information and material supplied to or obtained by the Municipality as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK or in accordance with the applicable enactment;
 - (f) accept instructions from the RDCK in relation to the Services, and that the Municipality shall not be subject to the control of the RDCK in the manner in which such instructions are carried out;
 - (g) comply with all applicable municipal, provincial and federal enactments;
 - (h) abide by the requirements set out in Schedule C;
 - (i) not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money.

TERMINATION OF AGREEMENT

- **9** A failure by a party to perform its obligations under this Agreement constitutes a default (the "**Default**") and upon a party committing Default (the "**Defaulting Party**"), the other a party may provide written notice to the Defaulting Party and require the Defaulting Party to rectify the Default within 60 days of the notice, failing which the party providing notice may immediately terminate this Agreement.
- **10** Either party may in its absolute discretion terminate this Agreement on not less than 180 days' written notice to the other party.

INDEMNITIES AND INSURANCE

- 11 The Municipality releases, indemnifies and saves harmless the RDCK and its elected officials, officers, employees and agents from and against all Claims which the RDCK may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligence, act or omission of the Municipality or any breach by the Municipality of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in party by any negligence, act or omission of the RDCK or any breach by the RDCK of any of its obligations, representations, warranties or covenants under this Agreement.
- 12 The RDCK releases, indemnifies and saves harmless the Municipality and its elected officials, officers, employees and agents from and against all Claims which the Municipality may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligence, act or omission of the RDCK or any breach by the RDCK of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in party by any negligence, act or omission of the Municipality or any breach by the Municipality of any of its

obligations, representations, warranties or covenants under this Agreement.

- **13** The indemnities in Sections 11 and 12 survive the expiration or termination of this Agreement.
- 14 Under no circumstances will the RDCK be liable for any delay, failure, damage, loss, cost or injury caused by or resulting from:
 - (a) services supplied to the Municipality by or on behalf of a third party, whether under the direction of the RDCK or otherwise;
 - (b) the Municipality's errors, including incorrect instructions or information from the Municipality or the Municipality's failure to provide relevant information or documentation;
 - (c) the requirements of any civil or governmental authority, or service, communication or utility supplier;
 - (d) Release of personal information as defined in the BC Freedom of Information and Protection of Personal Privacy Act by the Municipality or a third-party;
 - (e) Any fines and penalties levied against the Municipality resulting from a privacy breach resulting from 14(d).
- 15 Each party shall take out and keep in force during the Term comprehensive general liability (including bodily injury, death, property damage, and damage or loss) insurance on an occurrence basis of not less than \$2,000,000 per occurrence (or such greater reasonable amount as the parties may agree to from time to time), which insurance shall include the other party as an additional insured and shall protect the other party in respect of claims as if that party were separately insured.
- **16** The insurance required to be maintained by each party shall be on terms and with insurers to which the other party has no reasonable objection and shall require the insurer to provide to the other party six months prior written notice of cancellation or material alteration of its terms.
- 17 At the time of execution of this Agreement and at other reasonable times requested by a party, the other party shall furnish evidence of insurance to the requesting party, either by means of a certified copy of the policy or policies of insurance with all amendments and endorsements or a certificate from that party's insurer which, in the case of comprehensive general liability insurance, shall provide such information as the other party reasonably requires.

DISPUTE RESOLUTION

- **18** If a dispute arises between the parties regarding this Agreement or any matter arising hereunder, the parties agree to avail themselves to the following procedures:
 - (a) Either party (the "Sender") may give written notice (the "Notice") to the other party that it wishes to resolve the dispute through the procedures set out in this section;
 - (b) The Notice shall set out in reasonable detail the matter the Sender wishes to resolve, and the position of the Sender in respect to the disputed matter;
 - (c) Upon either party receiving a Notice, the Chief Administrative Officer of the Regional District and the Chief Administrative Officer of the Municipality shall meet and, in good faith, attempt to settle the dispute through negotiation;
 - (d) If the dispute cannot be settled by negotiation within thirty (30) days of receipt of the Notice, the parties will attempt to resolve such dispute by mediation with each party paying one-half of the costs of the mediation;
 - (e) If the dispute cannot be settled by mediation within a further thirty (30) days, either party may serve an Arbitration Notice upon the other party to submit the dispute to arbitration in accordance with the

Arbitration Act (B.C.) by a single arbitrator agreed upon by the parties;

- (f) The decision of an arbitrator appointed pursuant to this Agreement is final and binding on the parties and shall be handed down within sixty (60) days of the arbitrator's appointment and shall contain detailed reasons for the decision;
- (g) Each party shall bear its own costs of any arbitration and pay one-half of the arbitrator's fee and expenses, including the cost of the site of the arbitration, unless otherwise ordered by the arbitrator.

GENERAL TERMS

- **19** The RDCK and the Municipality both acknowledge and agree that the printed, electronic and other records produced and maintained by the RDCK in connection with the Services are, for the purpose of compliance with the Freedom of Information and Protection of Privacy Act (B.C.) ("FIPPA"), under the custody and control of the RDCK. The RDCK agrees that it shall meet its statutory requirements and obligations under FIPPA. It shall process any requests under FIPPA in a timely fashion and copy the Municipality on any such response in relation to requests which affect or involve the Services described in Schedule A of this Agreement.
- **20** Any amounts due and owing under this Agreement and unpaid within 60 days shall bear interest at the prime lending rate of the RDCK's financial institution, calculated and compounded monthly not in advance, from the date due until paid.
- 21 The Municipality certifies that the Services purchased pursuant to this Agreement are for the use of and are being purchased by the Municipality and are therefore subject to the *Excise Tax Act* (Canada). The Municipality is registered for Goods and Services Tax ("GST") purposes and shall be responsible for and account for all GST payable in connection with the Services.
- 22 This Agreement may be amended by mutual agreement of the parties evidenced in writing, duly signed by their authorized signatories.
- **23** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- **24** Time shall be of the essence of this Agreement.
- **25** The RDCK may provide similar Services to other municipalities or entities during the Term of this Agreement, provided such Services do not reasonably give rise to a conflict of interest with respect to the RDCK's duties under this Agreement or diminish the level of the Services available to the Municipality under this Agreement.
- **26** The Municipality and the RDCK expressly acknowledge that they are independent contractors and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement.
- 27 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- **28** This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- **29** A waiver of any provision or breach by either party of any provision of this Agreement shall be effective only if it is in writing and signed by both parties.
- **30** A waiver under Section 29 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

- **31** This Agreement has been duly authorized by the requisite proceedings to enter into and execute this Agreement by each party.
- **32** Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of either party in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.
- **33** The parties will execute such further and other documents and so such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- **34** There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement and this Agreement constitutes the entire agreement between the parties and may not be modified except by subsequent agreement in writing executed by the parties.
- **35** The RDCK does not warrant that the Services provided by the RDCK pursuant to this Agreement will be free from interruptions caused or required by, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the RDCK ("**Force Majeure**") and the Municipality releases the RDCK from any loss or expenses rising therefrom.
- **36** If the RDCK is rendered unable, wholly or in part, by Force Majeure to provide the Services then the RDCK shall provide to the Municipality notice of the Force Majeure as soon as reasonably possible, and to the extent that the RDCK's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement. The parties acknowledge and agree that during an event of Force Majeure, the RDCK's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the RDCK to resume its obligations.
- **37** This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement and communication of execution by fax or electronic transmission shall constitute good delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	VILLAGE OF KASLO
S Sudan (Signature of Authorized Signatory)	(Signature of Authorized Signatory) CATHERINE ALLAWAY
GM of Development and Community Sustainability	CORPORATE OFFICER
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

SCHEDULE A: DESCRIPTION OF SERVICES

The Basic Services

- 1 The RDCK will provide the following Basic Services (the "**Basic Services**") package included in the monthly fee:
 - (a) Manage and administer the Village of Kaslo FireSmart Program including the FireSmart Home Partners Program, Home Partners rebate program, Neighborhood Recognition Program, Neighborhood Recognition Rebate Program during the Agreement duration from May 1st, 2024 to October 31st, 2024 and directly supervise the Village of Kaslo FireSmart Coordinator during this time.
- 2 In connection with the provision of the Basic Services, the Municipality is responsible for coordinating and covering all costs for the following:
 - (a) All salary and benefit costs associated to the Kaslo FireSmart Coordinator during this Agreement.
 - (b) Expense costs associated with the Kaslo FireSmart Coordinator for work conducted within the Village of Kaslo limits.
 - (c) Providing a work station for the Kaslo FireSmart Coordinator at the Kaslo Village Office.

SCHEDULE B: CONTRACT PAYMENT TERMS

1 The monthly charge for Basic Services will be calculated in accordance with the following formula:

\$0 - The RDCK agrees not to charge the Village of Kaslo an administration fee for the Services listed in Schedule A.

- 2 The monthly charge may at the RDCK's sole discretion be increased annually on the anniversary date of the contract at an amount not exceeding twice the prior year's BC Consumer Price Index ("CPI"), as established by Statistics Canada. If the CPI is zero or less than zero, then a maximum of 1% may be applied, unless mutually agreed by both parties.
- 3 Charges for salary, benefits, travel time, mileage and expenses are as follows:
 - (a) RDCK will provide mileage reimbursement for work conducted by the Kaslo FireSmart Coordinator within RDCK Area D, with funding to be paid by the RDCK through the UBCM CRI FireSmart Grant. There is no mileage reimbursement for work conducted by the Kaslo FireSmart Coordinator within Village of Kaslo boundaries.
 - (b) The RDCK is responsible for all non-salary and benefit-related expense costs associated with the Kaslo FireSmart Coordinator for work conducted within the RDCK rural electoral areas.
- 4 Payments for Home Partners or Neighborhood Recognitions Programs Rebates
 - (a) Residents apply to the RDCK for rebates; RDCK will bill the Village of Kaslo for rebates. The maximum rebate amount available from the Village of Kaslo to be dispersed by the RDCK is: \$1,000.00 for up to five properties.
 - (b) The Village of Kaslo agrees to reimburse the RDCK for any rebates issued to residents under the Home Partners or Neighborhood Recognitions Programs in the Village of Kaslo.
- **5** Payment will be made by the Municipality to the RDCK within thirty (30) days of receipt of invoices by the Municipality.

- (a) Throughout the duration of this agreement, the RDCK FireSmart Coordinator shall be the supervisor for the Kaslo FireSmart Coordinator.
- (b) During the term the work plan for the Kaslo FireSmart Coordinator shall be determined by the RDCK FireSmart Coordinator.
- (c) Any leave and time of requests for the Kaslo FireSmart Coordinator need to be scheduled by mutual agreement of the parties; the RDCK FireSmart Coordinator will work in consultation with the Village of Kaslo CAO determining leave and time off.
- (d) Timesheet approval will be conducted by the RDCK FireSmart Coordinator and sent to the Village of Kaslo for processing on the same schedule as the RDCK payroll is processed. Hours worked during the term by the Kaslo FireSmart Coordinator are not to exceed 40hrs per week. There is not budget for overtime in this position.
- (e) The RDCK FireSmart Coordinator will determine the regular work location for Kaslo FireSmart Coordinator, understanding that a work station is available at the Kaslo Village Office.
- (f) The RDCK Fire Smart Coordinator will work in conjunction with the Disaster Mitigation and Adaptation Senior Advisor to address disciplinary matters related to the Kaslo FireSmart coordinator and provide direction to Kaslo CAO. The Village of Kaslo CAO is notified of any issues and all issues. If a disciplinary issue reaches the point where the RDCK is recommending termination of the Kaslo FireSmart Coordinator, this would be grounds for termination of this agreement.
- (g) The RDCK will provide required personal protective equipment and a tablet for the Kaslo FireSmart Coordinator during the term.
- (h) During the term of this agreement the RDCK is responsible for ensuring the Kaslo FireSmart Coordinator is trained, oriented and fit for work.
- (i) The RDCK working alone program will be implemented for the Kaslo FireSmart Coordinator during the term of this agreement.



Agreement Amendment

Contract #: 2024-091-EM_KASLO Amendment #: 1 GL Code: OPR507-103 Project: Village of Kaslo FireSmart Coordinator RDCK Contract Lead: Nora Hannon, NHannon@rdck.bc.ca

THIS AGREEMENT AMENDMENT is executed and dated for reference the:

<mark>day</mark> day of <mark>month</mark>, <mark>year</mark> (Day) (Month) (Year)

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY AND VILLAGE OF KASLO HEREBY AMEND THE MUNICIPAL SERVICE AGREEMENT TO MANAGE AND ADMINISTER THE VILLAGE OF KASLO FIRESMART PROGRAM DATED FOR REFERENCE THE 19TH DAY OF JUNE 2024 AS FOLLOWS:

1 TERM

The Term in KEY TERMS, 2 of the Agreement shall be extended from the End Date of October 31st, 2024 to an End Date of January 30th, 2025.

- a) With exception to the following Services and/or Terms and Conditions that will still have and End Date of October 31st, 2024;
 - i. Manage and administer the Municipality FireSmart Home Partners and Neighborhood Recognition Program.
 - ii. SCHEDULE A: DESCRIPTION OF SERVICES, 2;
 - iii. SCHEDULE B: CONTRACT PAYMENT TERMS, 3;
 - iv. SCHEDULE C: SUPPLEMENTAL TERMS AND CONDITIONS, in its entirety.

2 SECTION AMENDMENT

Section SCHEDULE B, 4 of the Agreement shall be deleted in its entirety and replaced as follows:

- 4 Payments for Home Partners or Neighborhood Recognitions Programs rebates;
 - a. FireSmart rebates;

- i. Residents apply to the RDCK for rebates; RDCK will bill the Municipality for FireSmart rebates. The maximum rebate amount, per property, available from the Municipality to be dispersed by the RDCK is \$5,000 and not to exceed a total for all rebates of \$50,000.
- b. Neighbourhood Recognition Program (NRP) Community Champion rebates;
 - i. Residents apply to the RDCK for NRP Community Champion rebates; RDCK will bill the Municipality for rebates. The maximum rebate amount, per neighbourhood, available from the Municipality to be dispersed by the RDCK is \$3,000 and not to exceed a total for all rebates of \$6000.
- c. The Municipality agrees to reimburse the RDCK for any rebates issued to residents under the Home Partners or Neighborhood Recognitions Programs in the Municipality.

3 SECTION AMENDMENT

Section SCHEDULE A: SCHEDULE A: DESCRIPTION OF SERVICES, The Basic Services of the agreement shall be amended to include paragraph 3 as follows:

3 The RDCK Disaster Mitigation and Adaptation Senior Advisor or RDCK FireSmart Coordinator may be consulted by the Municipality FireSmart Coordinator for Wildfire Mitigation Specialist activities.

Please quote Contract No. 2024-091-EM_KASLO on all invoices associated with this work.

All other terms and conditions of the Agreement dated for reference the 19th day of June 2024 and subsequentamendmentsshallremainineffect.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	VILLAGE OF KASLO	
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)	
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)	
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)	
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)	



STAFF REPORT

DATE:	November 6, 2024	FILE NUMBER:	2240-55
TO:	Robert Baker, Chief Administrative Officer		
FROM:	Catherine Allaway, Corporate Officer		
SUBJECT:	Imperial Oil License Agreement		

1.0 PURPOSE

To seek direction from Council regarding the License Agreement with Imperial Oil for the "Esso Lands" that will expire on October 31, 2025.

2.0 RECOMMENDATION

THAT the Village of Kaslo advise Imperial Oil that it wishes to extend the License Agreement for 307 Fifth Street (Lot 1 Plan NEP11799 District Lot 208 Kootenay Land District) for a five-year term through October 2030.

3.0 BACKGROUND

Since 2012, the Village of Kaslo has held a license to use the subject lands which are owned by Imperial Oil. The 1.19-acre parcel is located on the north side of Fifth Street, next to Sacred Heart Catholic Church. Past industrial use of the site has resulted in possible contamination. It is currently used as a parking lot. The current license is for a 3-year term which will expire in October 2025. The earliest date at which the Village can give notice of an intent to renew is November 1, 2024, and the latest date is February 3, 2025.

4.0 DISCUSSION

The subject lands provide much-needed parking in the downtown area and continued use of the space for this purpose is recommended.

5.0 OPTIONS

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

- 1. **Request renewal.** The Village's position will be communicated to Imperial Oil.
- 2. Do not request renewal. No action will be taken.
- 3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

There is a \$1/year license fee paid by the Village.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

The Official Community Plan designates the subject lands as Core Commercial. According to Land Use Bylaw 1130, the property is zoned RM-1 – Multiple Residential and permitted uses include "Public Buildings and Uses". The existing agreement with Imperial Oil outlines the terms of the Village's use of the space.

8.0 STRATEGIC PRIORITIES Nil

9.0 OTHER CONSIDERATIONS Nil

RESPECTFULLY SUBMITTED

Catherine Allana,

Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Map of Esso Land 307 Fifth Street
- 2012 License Agreement
- 2022 License Extension

CAO COMMENTS:

Council's Strategic Plan 2023-2026 references business retention and expansion. It makes good sense to ensure adequate parking is available in the downtown area to facilitate economic activity, particularly for the nominal fee of \$1/year. If Council is agreeable, then it may pass a resolution for staff to fully execute the contract.

APPROVED FOR SUBMISSION TO COUNCIL:

Robert Baker, Chief Administrative Officer

November 7, 2024 Date





PREPARED BY: Recreation Grants Committee SUBJECT: 2024 Fall Recreation Grants DATE: November 5, 2024

SUMMARY: The Recreation Grants Committee met on 2024.11.05 to consider the applications submitted for funding in the Fall Recreation Grant intake and make recommendations regarding the allocation of grant funds.

RECOMMENDATION:

THAT the Recreation Grant Committee recommends to Council that the 2024 Fall Recreation Grants be awarded as follows:

- Kaslo & Area Senior Citizens' Association \$500
- Kaslo & Area Youth Council \$300
- Kaslo & District Minor Hockey \$500
- Kaslo Racquet Club \$500
- Kaslo Baseball & Softball Association \$500
- Kootenay Lake Historical Society \$400
- KLISS/Periwinkle \$500
- Kaslo Outdoor Recreation & Trails Society \$500
- Kaslo & District Public Library Association \$500

DISCUSSION: Annually there is \$10,000 available for the Kaslo & Area D Recreation Grant intake that is provided to the Village by the RDCK. This includes contributions from both the Village of Kaslo and Area D, with any unallocated amounts from grant intakes carried forward to the following year. This year there was a surplus of \$10,810.75 from previous years and to reduce RDCK expenditures, no further \$10,000 was allocated for 2024. \$5,000 of the \$10,810.75 surplus was awarded in the 2024 Spring intake leaving \$5,810.75 available for the Fall 2024 Recreation Grant intake.

There was a good response to the Fall Recreation Grant intake with a total of \$5,400.00 requested in the 11 applications received. All applicants provided complete applications including financial information and all have met the requirements for reporting on prior grants.

The committee reviewed the applications received and considered the eligibility of proposed projects. Some of the activities described in the application from the Kaslo & Area Youth Council were deemed ineligible so only partial funding of this application is recommended.

The committee felt that the applications received from the Kaslo Cougars and the J.B. Fletcher Restoration Society did not meet the criteria set out in the Recreation Grants Policy. The committee indicated it would welcome revised applications from these groups, in accordance with Council's policy regarding late applications, as there is funding still available. This information has been conveyed to the groups.

The Recreation Grants Committee recommends awarding \$4,200 at this time.



2024 Fall Recreation Grants Summary

Organization	R	equest	Purpose	Financial	Report
J.B Fletcher Restoration Society	\$		help to maintain the operation funding to enhance utilization of the building	Yes	Yes
Kaslo & Area Senior Citizens Society	\$	500.00	help to offer more programs to the seniors at a reasonable price	Yes	Yes
Kaslo & Area Youth Council	\$		help to purchase supplies & materials for Kaslo's Light-up, Santa's Workshop	Yes	Yes
Kaslo & District Minor Hockey	\$		help purchase 2 mini hockey nets to be used by the U7/U9 division	Yes	Yes
Kaslo Cougars	\$	500.00	help to host tournaments and games (welcome gifts, hospitality team suppers)	Yes	Yes
Kaslo Racquet Club	\$	500.00	help to cover cost of insurance, repairs, rent and possibly 1 washroom	Yes	Yes
Kaslo Baseball & Softball Assoc.	\$	500.00	help to cover cost of equipment & safety gear for youth baseball for 2025	Yes	Yes
Kootenay Lake Historical Society	\$	400.00	help to support the essential activities & experiences for Pirate Day on the SS Moyie	Yes	Yes
KLISS - Periwinkle	\$	500.00	help to purchase more art supplies	Yes	Yes
KORTS	\$	500.00	help to cover costs of re-staining the upper pedestrian bridge on the river trail	Yes	Yes
Kaslo & District Public Library Assoc.	\$	500.00	help cover costs of programs offered	Yes	Yes
Total requests	\$	5,400.00			

Descretion Crent History		
Recreation Grant History		
2016 Surplus	\$	1,210.00
2017 Spring Surplus	\$	1,750.00
2017 Fall Surplus	\$	2,065.75
2018 Spring Deficit	-\$	1,200.00
2018 Fall	\$	-
2019 Spring Surplus	\$	50.00
2019 Fall Deficit	-\$	160.00
2020 Spring Surplus	\$	450.00
2020 Fall Surplus	\$	1,150.00
2021 Spring Surplus	\$	650.00
2021 Fall Surplus	\$	3,525.00
2022 Spring Deficit	-\$	500.00
2022 Fall Surplus	\$	1,000.00
2023 Spring Surplus	\$	250.00
2023 Fall Surplus	\$	570.00
2024 Spring	-\$	5,000.00
2024 Fall		
Total Available	\$	5,810.75



STAFF REPORT

DATE:	November 6, 2024	FILE NUMBER:	1855-03-24
TO:	Mayor and Council		
FROM:	Robert Baker, Chief Administrative Officer		
SUBJECT:	Grant Application - Lake Water Quality Monitoring		

1.0 PURPOSE

To consider a recommendation from the Liquid Waste Monitoring Committee that the Village apply for grant funding for lake water quality monitoring.

2.0 RECOMMENDATION

THAT the Village applies to the Province of BC's Infrastructure Planning Grant Program for funding to conduct lake water quality monitoring as described in the Staff Report titled Grant Application - Lake Water Quality Monitoring dated November 6, 2024; AND if successful with its grant application,

THAT the Village conduct lake water quality monitoring in accordance with its Liquid Waste Monitoring Plan.

3.0 BACKGROUND

The Village operates and maintains a wastewater collection and treatment system [sewer/liquid waste]. The Environmental Management Act (EMA) allows local governments to develop a Liquid Waste Management Plan (LWMP) for approval by the Minister of Environment (MoE). The approved LWMP authorizes a local government, in accordance with operational certificates, to proceed with measures in the plan to accommodate existing or future development with a strategy to ensure the management, resource recovery, and disposal of treated waste occurs in a manner that sufficiently protects public health and the environment. The Village voluntarily developed a LWMP in 2012 and attained MoE approval in 2014, followed by updates to the LWMP as recently as 2018 with MoE approval in 2020. Approval was given on the condition that a Monitoring Committee be established to oversee and evaluate implementation of the LWMP.

In accordance with conditions of the LWMP approval, the Village established a Monitoring Committee whose Mandate includes:

- Advancing long term community goals
- Project cost recovery
- Monitoring & sampling of the receiving environment
- Monitoring & documentation of private septic system performance
- Incremental expansion of the system and service areas
- Assisting with public initiatives and public education

The LWMP suggests that when planning for future incremental sewer expansion, the Village should consider monitoring and documentation that includes sampling of the receiving environment. This could

include lake water quality monitoring along the foreshore, as well as installation of groundwater monitoring wells, if needed, for areas of specific interest.

Accordingly, the Liquid Waste Monitoring Committee passed a recommendation at their October 21, 2024 meeting requesting the Village apply for grant funding that would enable lake water quality monitoring to proceed. The purpose of this Staff Report is to provide supplemental information regarding the Committee's recommendation.

4.0 DISCUSSION

The LWMP Monitoring Committee's recommendation is within the scope of its Mandate and would support implementation of the LWMP. Grant funding for lake water quality monitoring would offset contractor costs, and any staff time spent administering the contract could be afforded within the Village's operating budget. For these reasons, it makes good sense for the Village to apply for grant funding and, if successful, proceed with lake water quality monitoring.

5.0 OPTIONS

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

- 1. The Village may apply for grant funding to enable lake water quality monitoring, and if its application is successful then the Village would hire a contractor to perform the work. *Staff will notify the LWMP Monitoring Committee of Council's decision, apply for grant funding, notify Council and the LWMP Monitoring Committee if the grant application is successful, and then perform lake water quality monitoring in accordance with the LWMP.*
- 2. Council provides direction to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

Municipalities can apply for grants that support projects related to the development of sustainable community infrastructure through the Province of BC's Infrastructure Planning Grant Program. The program is open for applications year-round and the next processing deadline is December 11, 2024. Grants of up to \$10,000 are available to help local governments develop or improve long-term comprehensive plans including, and not limited to:

- Asset management plans
- Integrated stormwater management plans
- Water master plans
- Liquid waste management plans

Grants can be used for a range of activities related to assessing the technical, environmental and/or economic feasibility of local government infrastructure projects.

More specifically, the Grant Program will contribute 100% of the first \$5,000 in approved eligible project costs. Eligible costs that exceed \$5,000 are funded at 50% up to a maximum total grant amount of \$10,000. Staff have received an estimate from a qualified contractor for lake water quality monitoring in the amount of \$10,000. In addition to this cost, the Village would incur administrative expenses of up to \$5,000 which can be afforded within the Village's operating budget. The total project budget is estimated at \$15,000.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Legislation

The Ministry of Environment and Climate Change Strategy has approved the Village's LWMP pursuant to the Environmental Management Act section 24(5).

Policy

The Village's Procurement and Asset Disposal policy shall be adhered to when awarding contracts.

8.0 STRATEGIC PRIORITIES

Council has recently considered its Strategic Priorities through 2025 and indicated that design for the expansion of the wastewater treatment plant is a high priority. Gathering data from lake water quality monitoring may influence the plant's design, and could bolster an application for major grant funding if Council chooses to proceed with expansion.

9.0 OTHER CONSIDERATIONS Nothing to report.

RESPECTFULLY SUBMITTED

Robert Baker, Chief Administrative Officer



STAFF REPORT

DATE:	November 7, 2024	FILE NUMBER:	3900-1307
TO:	Robert Baker, Chief Administrative Officer		
FROM:	Catherine Allaway, Corporate Officer		
SUBJECT:	Business Licence Amendment Bylaw No. 1307, 2024		

1.0 PURPOSE

To consider making amendments to Business Licence bylaw.

2.0 RECOMMENDATION

THAT Business Licence Amendment Bylaw No. 1307, 2024 be given first reading.

3.0 BACKGROUND

Business Licence Bylaw No. 1260, 2021 was adopted in December of 2021. Some of the provisions of the current bylaw present administrative challenges and there is a lack of clarity regarding some of the rules for renewal. An amending bylaw is required to make changes to Bylaw 1260.

4.0 DISCUSSION

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

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

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

Section 5 – Business Licence Period

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

Section 6 – Licence Fees

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

Section 7 - Renewal

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

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

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

Other Items

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

5.0 OPTIONS

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

1. Give first reading to the bylaw. The bylaw will be placed on the agenda for the 2024.11.26 Council meeting for second and third reading. Changes can be made prior to third reading. Adoption of the bylaw will be scheduled for the 2024.12.10 Council meeting so that the new rules will be in place for 2025.

- 2. Do not give first reading to the bylaw. The current provisions will remain in effect. Past practice
- 3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

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

The cost of providing notice of the proposed bylaw is estimated to be between \$200 (newspaper ad only) to \$600 (newspaper ad + letters to licence holders), plus the cost of staff time.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

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

Before adopting a bylaw that regulates businesses, Council must give notice, in the form and manner Council considers reasonable, and provide an opportunity for affected parties to make representations to Council. Staff recommends that notice of the proposed bylaw amendments be advertised in the November 25th edition of the Pennywise and posted on the Village's website and bulletin boards. A copy of the notice can also be forwarded to the Chamber of Commerce who may wish to distribute it to their members. If Council wishes, the notice can be mailed to Business Licence holders or delivered to all post-office boxes in the community.

8.0 STRATEGIC PRIORITIES

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

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED

Catherine Allanay

Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Business Licence Bylaw 1260, 2021
- Business Licence Amendment Bylaw 1307, 2024 DRAFT

VILLAGE OF KASLO BYLAW NO. 1260, 2021

A BYLAW TO ESTABLISH BUSINESS LICENCING AND REGULATING OF BUSINESSES, OCCUPATIONS AND TRADES WITHIN THE VILLAGE OF KASLO

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

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

1. Title

This Bylaw may be cited as "Business Licence Bylaw No. 1260, 2021".

2. Definitions

Applicant means any Person who makes an application for a license under this bylaw.

- Business Class means a classification of different types of businesses and business activities.
- **Business Name** means the name, words, trademark, or symbol that a Business uses to identify, indicate, or advertise the Business.
- Business Resident means a business carried on in or from premises within the Village.
- **Business Non-resident** means a business other than a resident business, carried on in the Village or with respect to which any work or service that is performed in the Village.
- **Cannabis Related Business** means a business that, in accordance with provincial and federal licensing and regulations:
 - provides the retail sale of cannabis; or,
 - produces cannabis products.
- **Community Event** means a public event occurring within the Village organized by a government organization, registered charity or non-profit society.
- **Commercial Landlord** means a Person or business who holds a legal or beneficial interest in any premises within the Village and leases, lets, or rents all or part of such premises to any other Person for the purpose of operating a business.

Council means the Council of the Village of Kaslo.

Inter-Community Business Licence means a type of business license that authorizes a non-resident business to operate within the boundaries of the Village in accordance with the Village's "Inter-Community Business Licence Bylaw No. 1250, 2020" as amended or replaced.

Land Use Bylaw means the Village's "Land Use Bylaw No. 1130" as amended or replaced.

Licence Fee means the annual fee applicable to the Business Class in Schedule "D" of Fees and Charges Bylaw No. 1271, 2021.

License Inspector means:

- a Person appointed as Licence Inspector by Council; or,
- the Village's Chief Administrative Officer, Corporate Officer, or their designates.

Licensee means the Person holding a Business License.

Mobile Vendor means a business which offers for sale from a stationary vehicle, cart, or temporary stall that is not part of a permanent use on the lot, goods that are permitted to be sold in the Zone in which the vehicle or stall is located.

Officer means a:

- Bylaw Enforcement Officer designated by Council to enforce this bylaw;
- the Village's Chief Administrative Officer, Corporate Officer, or their designates; and
- a Peace Officer.
- **Outdoor Market** means the carrying on of a business to organize a group of three (3) or more merchants, vendors or participants, to gather in one outdoor location to offer handicrafts, produce and vegetables, food, new and used goods, wares, or merchandise for sale.
- **Premise** means a fixed or permanent location where the Licensee ordinarily carries on Business.
- **Temporary Business License** means a Business License issued for a Mobile Vendor, Outdoor Market, Trade Show or Community Event for a limited time.
- **Trade Show** means the carrying on of a business to organize a group of five (5) or more merchants, vendors or participants, to gather in one location or building to offer goods, wares, food, or merchandise for retail sale or wholesale.
- **Vending Machine** means any machine or device operated mechanically or otherwise by inserting a coin, token or slug, or by credit or debit card, or any electronic form of payment, for the purpose of:

- selling or dispensing any goods, wares, merchandise, refreshments, convections and food, tobacco products, detergents, except clothes washers or dryers; and,
- machines or devices providing a service, amusement, game, or music.

Village means the Village of Kaslo.

Zone means the land use zone established by the Land Use Bylaw.

3. Licence Required

- 3.1. A Person who owns or operates a business within the Village shall apply for, obtain, and hold a Resident Business Licence for each Business.
- 3.2. A Person who carries on a Business from more than one premises in the Village shall obtain a separate Business Licence for each premises.
- 3.3. A Person who carries on a Business within the Village but has no premises in the Village:
 - a. shall hold a Non-Resident Business License; or,
 - b. if the Business is licensed in a municipality that is part of the Inter-Community Business Licence program may, instead of a Non-Resident Business License, hold a valid Inter-Community Business License issued by that municipality.

4. Application

- 4.1. A Business Licence application shall contain, as a minimum, the following information:
 - a. the Business Name;
 - b. disclosing the nature and character of the profession, business, trade, occupation, calling, undertaking or thing to be carried on, maintained, owned or operated by the Person;
 - c. providing the mailing address, physical address, phone number, email and contact information for the Business;
 - d. declaring the number of Persons engaged or occupied in the Business;
 - e. floor area of the building that the Business occupies;
 - f. the Person's or Business' Canada Revenue Agency Business Number or a declaration that they are not required to register.
- 4.2. Despite section 4.1, an Applicant may apply for a Business License online through the Provincial Government's One Stop Business Registration service, but the Village cannot approve the application until the Applicant pays the License Fee and provides any further information required by the Village.
- 4.3. The License Inspector shall reject an Application if the proposed Business Name:
 - a. is confusingly similar to the name of another business;

- b. implies that the Business provides the services of a regulated occupation for which no person associated with the Business is duly accredited and in good standing with that occupation's certification, regulatory or licensing body; or,
- c. suggests an affiliation with a government, public institution, or the Crown.
- 4.4. The Village may request confirmation of approval, in a form satisfactory to the Licence Inspector, from the Ministry of Health, Liquor & Cannabis Regulation Branch, R.C.M.P., the Regional District of Central Kootenay Building Inspector or Fire Department respecting a Business Licence application and the License Inspector shall not issue a Business Licence until such approvals are received.
- 4.5. A Licensee shall immediately notify the Village of any suspension or cancellation of required approvals, accreditation or certification and the Licence Inspector may suspend the Business Licence pending reinstatement of those articles.
- 4.6. A Business shall not be licensed to operate in a Zone that does not permit proposed use or activity.
- 4.7. A Business located in a residential area must conform to the Home Occupation regulations of the Land Use Bylaw.
- 4.8. Information provided on the Business Licence application may be subject to "Freedom of Information and Protection of Privacy Act" enquiries.

5. Business Licence Period

5.1. A Business License is valid for a period of one calendar year commencing on January 1st and ending on December 31st of the same year.

6. Licence Fees

- 6.1. The License Fees and Business Classes are specified in Schedule D of the Village of Kaslo Fees and Charges Bylaw No. 1271, 2021 as amended or replaced.
- 6.2. The License Fee applicable to the Business Class is payable to the Village by:
 - a. an Applicant upon submission of their application for a Business License; or,
 - b. a Licensee upon their receipt of an invoice from the Village for the annual renewal of their Business License.
- 6.3. License Fees are non-refundable once a license is issued.
- 6.4. If an application for a Business License is denied or withdrawn before a license is issued, the Applicant may request a refund of the License Fee less an administrative charge that is the greater of \$25.00 or 10% of the License Fee.

VILLAGE OF KASLO BYLAW NO. 1260, 2021

- 6.5. Because Business Licenses are issued for the calendar year, a License Fee may be reduced pro-rata if an application for a new Business License, other than a Temporary Business License, is made on or after the following dates in the year:
 - a. April 1, 25% fee reduction;
 - b. July 1, 50% fee reduction;
 - c. October 1, 75% fee reduction; or
 - d. December 1 and on or before December 31, the Applicant shall pay the full amount, but the license issued shall be valid to the end of the subsequent calendar year.

7. Renewal

- 7.1. A Licensee is responsible for renewing their license by submitting the annual License Fee prior to January 1st, which is the annual renewal date.
- 7.2. A late payment penalty charge of \$25.00 will be added to any fee outstanding 30 days after the renewal date.
- 7.3. The Village may send a renewal invoice or reminder to Licensees indicating the amount payable as a courtesy but is not required to do so.
- 7.4. If a Business License is not renewed as required by this Bylaw:
 - a. the license shall be terminated;
 - b. a Person wishing to carry on the Business must submit a new application form and supporting documentation.

8. Display of License

- 8.1. A Business shall permanently display the current Business Licence in a prominent location within the Premises.
- 8.2. A Person doing Business in other than a fixed or permanent place of Business, and all non-resident Businesses while operating within the Village, shall carry the Business Licence on their person or have it conveniently available for inspection at their worksite.

9. Inspection

- 9.1. A License Inspector is authorized to enter any property that is subject to the regulation of this Bylaw at all reasonable times in order to ascertain whether the requirements of Village Bylaws are being met and those regulations are being observed.
- 9.2. A Business located in a Premises requiring a commercial fire inspection is required to pay an additional License Fee towards the cost of this service.

10. Commercial Landlords

- 10.1. A Commercial Landlord shall not permit a tenant, renter, or occupant to carry on a business on the landlord's premises without the tenant, renter, or occupant holding a Business License.
- 10.2. A Commercial Landlord in violation of the preceding regulation shall be liable for the Business License requirements of the tenant, renter, or occupant carrying on a business without a license.

11. Outdoor Markets, Trade Shows and Community Events

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

12. Vending Machines

12.1. No Person owning or occupying any Premises shall have a third-party Vending Machine unless the Vending Machine owner holds a Business Licence and has paid the appropriate Business Licence Fee for each Vending Machine.

13. Mobile Vendors

- 13.1. Mobile Vendors shall:
 - a. be fully self-contained with no service connection other than electrical service if required;
 - b. obtain written permission from the owner of the land, allowing the Mobile Vendor to be located on a property in a Zone that allows the intended use and provide a copy of such permission to the Village;
 - c. maintain a minimum commercial liability policy of two million (\$2,000,000) dollars
 - d. be kept in good repair; and,
 - e. not be located on a highway, sidewalk, or boulevard; and,
 - f. not interfere with or block any motor vehicle, pedestrian exit, or walkway.
- 13.2. If food is served, the Mobile Vendor shall also:
 - a. obtain written permission for their customers to use washroom facilities on the property or in an adjacent premises, and provide a copy to the Village;
 - provide a garbage container at their location and, at the end of the day, pick up all garbage and debris, within 50 metres of their location that is a result of their Business' operation;

- c. meet Provincial Health regulations, and the vendor shall provide written confirmation from a Provincial Health Inspector.
- 13.3. A Mobile Vendor intending to operate their Business on Village land, including parks, rights-of-way, boulevards and parking areas, is required to, at the discretion of Council, enter a contract or license of occupation with the Village.
- 13.4. A maximum of five (5) Mobile Vendors not affiliated with an Outdoor Market, Trade Show or Community Event will be licensed at any one time.

14. Cannabis-Related Business

- 14.1. A Cannabis-Related Business shall:
 - a. only be permitted in a premises owned by the Person owning the Business; and,
 - b. not be open for business between the hours of 21:00 and 09:00 local time.

15. Changes in Business

- 15.1. A Licensee shall notify the Village in writing prior to:
 - a. closing of the Business;
 - b. changing the Business Name, contact information, emergency contact name, mailing address (Business Information);
 - c. changing the Business Owner or Licensee;
 - d. changing the location of the Business;
 - e. changing or adding to the Business;
 - f. change to the liquor licence or addition of a liquor licence for the Business.
- 15.2. Except for changes made at the time of renewal of a Business Licence, a Licensee shall pay a transfer and change fee as set in Schedule D of "Village of Kaslo Fees and Charges Bylaw No.1271, 2021" as amended replaced.
- 15.3. Where more than one change is contemplated involving the Business Owner, Business Location or Business activities, the existing Business Licence shall be cancelled, and a new Business Licence application shall be made by the Licensee.

16. Suspension or Cancellation of a Business Licence

- 16.1. An application for a Business Licence may be refused by the Licence Inspector in any specific case but:
 - a. the application cannot be unreasonably refused; and
 - b. on request, the Licence Inspector must give written reasons for the refusal.
- 16.2. A Business Licence may be suspended or cancelled by the Licence Inspector for reasonable cause including, but not limited to:
 - a. failure to comply with a term or condition of a Business Licence;
 - b. failure to comply with this or any other Bylaw of the Village;
 - c. conviction of an indictable offence in Canada; or,
 - d. the license was issued in error.

- 16.3. Before suspending or cancelling a Business Licence, the Licence Inspector shall give written notice to the Licensee indicating that:
 - a. the Business Licence is suspended or cancelled;
 - b. that the Business must cease operation within seven (7) days of the date of the written notice;
 - c. the reasons for the suspension or cancellation;
 - d. means of appeal; and,
 - e. if applicable, instructions to the Licensee for the removal of the suspension or cancellation.
- 16.4. The Village shall send written notice of intention to cancel or suspend a Business License delivered through registered mail or courier to the address of the Business and the address of the contact Person as indicated on the Business Licence application.
- 16.5. A Person shall not carry on a Business for which a Business Licence is required by this Bylaw during a period of suspension.

17. Appeal

- 17.1. A Person may appeal the refusal, suspension, or cancellation of a Business License to Council.
- 17.2. A notice of appeal must be in writing and delivered by the appellant to the attention of the Chief Administrative Officer within fourteen (14) calendar days from the date of suspension or cancellation.
- 17.3. The notice of appeal must concisely state the grounds on which the appeal is based.
- 17.4. The Chief Administrative Officer or their designate shall refer the matter to Council to appoint a time and place for a hearing and then give to the appellant reasonable notice of the time and place for their opportunity to be heard.

18. Offence and Penalties

- 18.1. A Person carrying on a Business for which a licence is required by this bylaw without holding a valid licence is in violation of this Bylaw.
- 18.2. A Person who violates any provision of this Bylaw and who commits an offence punishable on summary conviction shall be liable to a maximum fine of \$50,000 plus the cost of prosecution.
- 18.3. An Officer may serve a ticket upon a Person in violation of this Bylaw pursuant to the Village's "Bylaw Enforcement Ticket Information Bylaw No. 1037" as amended or replaced; and,
 - a. each day the violation continues constitutes a separate offence.

19. Severability

19.1. If any section, paragraph or phrase in this Bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, that portion shall be severed and the remainder of this Bylaw shall continue in full force and effect.

20. No Representation

20.1. A Business Licence issued under this Bylaw is not a representation or acknowledgement by the Village that the proposed Business complies with any or all applicable laws or other enactments.

21. Repeal

21.1. Village of Kaslo Business Licence Bylaw No. 1179, 2015 and all amendments thereto are hereby repealed.

22. Effective Date

22.1. This bylaw shall take effect upon adoption.

READ A FIRST TIME this 23rd day of November, 2021.

READ A SECOND TIME this 23rd day of November, 2021.

READ A THIRD TIME this 23rd day of November, 2021.

RECONSIDERED AND ADOPTED this 7th day of December, 2021.

MAYOR

CORPORATE OFFICER

Certified to be a true copy of Business Licence Bylaw No. 1260, 2021"

CORPORATE OFFICER

BYLAW NO. 1307

A BYLAW TO AMEND BUSINESS LICENCE BYLAW NO. 1260

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

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

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

1. Title

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

2. Provisions

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

5. Business Licence Period

- 5.1. Unless otherwise indicated a Business Licence is valid for a period of one calendar year commencing on January 1st and ending on December 31st of the same year.
- 5.2. A one-day Business Licence for vendors at a Community Event or Trade Show or a Mobile Vendor is valid for a 24 hour period beginning at 12:01 a.m. and ending at midnight of the same day.
- 5.3. A Community Event Business Licence is valid for a single event, with a duration not to exceed 4 consecutive days.
- 5.4. A Seasonal Business Licence for an Outdoor Market or Mobile Vendor is valid for a maximum of 6 consecutive months. In no event will a Seasonal Business Licence be valid beyond December 31st of the year in which it was issued.
- **2.2.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 6.5 and inserting the following in its place:
 - 6.5 Business Licences are issued for the calendar year however a Licence Fee, other than for a Temporary Business Licence, may be reduced by 50% if an application is made on or after July 1st in a given year.

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

7. Renewal

- 7.1. The Village will send a renewal invoice in January to Annual Licensees indicating the amount payable.
- 7.2. A late payment penalty charge of \$25.00 will be added to any fee outstanding 30 days after the invoice date.
- 7.3. Temporary Business Licences are not renewable, with the following exception:
 - A Seasonal Business Licence for a Mobile Vendor may be renewed once in a calendar year upon payment of applicable fees, but in no event will a Seasonal Business Licence be valid beyond December 31st of the year in which it was issued.
- 7.4. If a Business Licence is not renewed as required by this Bylaw:
 - a. The Licence may be terminated;
 - b. A Person wishing to carry on the Business may be required to submit a new application form and supporting documentation.
- **2.4.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 11 (Outdoor Markets, Trade Shows and Community Events) and inserting the following in its place:

11. Outdoor Markets and Trade Shows

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

3. Effective Date

This bylaw shall take effect upon adoption.

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

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

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

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

MAYOR

CORPORATE OFFICER

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

CORPORATE OFFICER