



REGULAR MEETING OF COUNCIL AGENDA

DATE: 2023.07.11

LOCATION: Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

1. Call to Order

2. Adoption of the Agenda

2.1 Adoption of the Agenda for the 2023.07.11 Council Meeting

3. Adoption of the Minutes

3.1 Adoption of the Minutes of the 2023.06.27 Council Meeting

4. Delegations

4.1 RCMP

5. Information Items

5.1 Council Reports

5.1.1 Mayor's Report

5.2 Committee Minutes

5.3 Staff Reports

5.3.1 CAO Report

5.4 Correspondence

5.4.1 City of Surrey

5.4.2 RDCK Board Highlights

5.5 2023.07.11 Circulation Package

6. Question Period

7. Business

7.1 Temporary Use Permit

To consider issuing a Temporary Use Permit to allow operation of a campground at South Beach during the 2023 Jazz Fest.

7.2 Aerodrome Lease

To consider leasing hangar lot #5 to Stellar Heli-Skiing through 2026.

7.3 Regional District of Central Kootenay Accessibility Committee

To consider whether to participate in the RDCK Regional Accessibility Advisory Committee.

7.4 Municipal Insurance Association of BC Voting Delegate

To appoint a voting delegate for the MIABC Annual General Meeting.

8. Late Items

9. In Camera Meeting

10. Raised from In Camera Meeting

11. Adjournment





REGULAR MEETING OF COUNCIL MINUTES

DATE: 2023.06.27

LOCATION: Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

PRESENT:	Chair:	Mayor Hewat
	Councillors:	Bird, Brown, Lang
	Regrets:	Leathwood
	Staff:	CAO Dunlop, CO Allaway
	Public:	6

1. Call to Order

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

The meeting was called to order at 6:00 p.m.

2. Adoption of the Agenda

2.1. Adoption of the Agenda for the 2023.06.27 Council Meeting

199/2023 Moved, seconded and CARRIED

THAT the Agenda for the 2023.06.27 Regular Meeting of Council be adopted as presented.

3. Adoption of the Minutes

3.1. Adoption of the Minutes of the 2023.06.13 Council Meeting

200/2023 Moved, seconded and CARRIED

THAT the Minutes for the 2023.06.13 Regular Meeting of Council be adopted as presented.

201/2023 Moved, seconded and CARRIED

THAT Council dissolve into Committee of the Whole to receive delegations, information items and questions from the public.

4. Delegations

4.1 FireSmart

Kenya Blouin and Jessie Lay provided an overview of the Kaslo Youth FireSmart Program and related FireSmart activities that are taking place in Kaslo this year.

4.2 Kaslo Baseball Association

Jo Davie and Josh Noble provided an update on the plan to replace dugouts at Murray Pearson Ball Field.

5. Information Items

5.1. **Council Reports**

5.1.1. **Mayor's Report** – Mayor Hewat provided a verbal summary of her recent activities including attendance at the Federation of Canadian Municipalities convention.

5.2. **Committee Minutes**

5.2.1. **2023.06.14 Events Committee Meeting**

5.2.2. **2023.06.19 Asset Management Committee Meeting**

5.3. **Staff Reports**

5.3.1. **CAO Report** – CAO Dunlop answered questions from Council regarding items in his report.

5.3.2. **Tree Planting Update**

5.3.3. **2022 Statement of Financial Information (SOFI) Report**

5.4. **Correspondence**

5.4.1. **Racquet Club Update & Invitation**

5.4.2. **Funding Opportunities**

5.5. **2023.06.27 Circulation Package**

6. **Question Period**

A member of the public spoke regarding item 7.4.

202/2023

Moved, seconded and CARRIED

THAT Council rise without reporting from Committee of the Whole.

7. **Business**

7.1. **Annual Report**

203/2023

Moved, seconded and CARRIED

THAT the 2022 Village of Kaslo Annual Report be adopted as presented.

7.2. **Bylaw 1293 Reserve Amendment**

204/2023

Moved, seconded and CARRIED

THAT Consolidated Reserve Fund Amendment Bylaw 1293, 2023 be adopted.

7.3. **Union of British Columbia Municipalities**

7.3.1. **Meeting Requests**

205/2023

Moved, seconded and CARRIED

THAT staff is directed to request meetings with the Premier, Minister of Health and Minister of Housing at the 2023 UBCM Convention.

7.3.2. **UBCM Attendance**

206/2023

Moved, seconded and CARRIED

THAT CAO Dunlop and Councillors Bird, Brown and Lang are authorized to attend the 2023 UBCM Convention with expenses paid pursuant to Village policy.



7.4. Temporary Use Permit – South Beach

207/2023 Moved, seconded and CARRIED
THAT the Village of Kaslo give notice of its intention to issue a Temporary Use Permit for Blocks 32, 33, 35 & 36 of DL209, KLD Plan NEP393, authorizing the operation of a campground from August 3-7, 2023 in conjunction with the 2023 Jazz Fest event.

7.5. Library Movie Night

7.5.1. **Street Closure**

7.5.2. **Noise Abatement**

208/2023 Moved, seconded and CARRIED
THAT a noise bylaw exemption is granted to the Kaslo & District Public Library for the July 8th outdoor movie event; and THAT the Ring Road be temporarily closed on July 8, 2023, to accommodate the outdoor movie event.

8. Late Items

Nil

9. In Camera Meeting

209/2023 Moved, seconded and CARRIED
THAT Council now recess and reconvene in-camera with the public excluded under Section 90(1) (a) of the Community Charter.

The open meeting recessed at 6:39 p.m.

The open meeting reconvened at 7:06 p.m.

10. Raised from In Camera Meeting

10.1. **Strategic Planning Facilitation**

IC72/2023 Moved, seconded and CARRIED
THAT Brian Montgomery be contracted to facilitate the July 23, 2023 Strategic Planning session with Council at an all found cost not to exceed \$1,600.

11. Adjournment

The meeting was adjourned at 7:07 p.m.

CERTIFIED CORRECT:

Corporate Officer

Mayor Hewat





Mayors Report to Council

Regular Council Meeting

Tuesday, July 11, 2023

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

June 28th - All Recreation Commission meeting

Items on the agenda included a report on Recreation Asset Management, a review of Community Services Fees and Charges and a report on the Parks, Trails and Water Access Strategy Report.

July 1st

Kaslo & District Public Library Carnival in Vimy Park

This was a very successful event for the Library. There were 10 games stations, a cake walk, a concession and a popcorn stand. We were also treated to some music and a couple of Shakespeare scenes.

A big thank you to all who helped put on the Carnival and attended. With your help, the Library raised over \$2,000.

Kootenay Lake Historical Society Canada Day Homecoming

The Society raised enough money to purchase pennants representing many of the stops on the original route the SS Moyie took.

For the homecoming event, there were 5 different ribbons that represented people who worked, travelled, volunteered or presented the ship. The last one was for those who were visiting the ship for the first time.

There were a few people who spoke including Ken Butler who played a key role in the restoration of the ship and my mother-in-law who was the only attendee who rode on the Moyie when she was younger. She was actually on the very last sailing in April 1957.

Attendees were then treated to cake.

Upcoming Meetings and Events

July 8th

Kaslo & District Public Library – Movie Fundraiser

Sponsored by Fortis BC and Kootenay Savings Credit Union

July 11th - Regular Council meeting

July 14th - Climate Adaptation Garden Party at the Kemball Memorial Centre grounds

July 15th – Kaslo Racquet Club Re-opening

July 17th – Health Advisory Committee meeting

July 18th – Committee of the Whole meeting





Mayors Report to Council

July 19th - Joint Resource Recovery

July 20th - RDCK Board

July 23rd - Strategic Planning

July 24th – Imagine Kootenay Steering Committee
Kaslo & Area D Economic Development Commission meeting

July 25th
Kaslo Events Committee
Regular Council Meeting

Respectfully submitted,
Mayor Suzan Hewat





REPORT TO: Mayor & Council
FROM: Chief Administrative Officer
DATE: July 5, 2023

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

Good evening, Mayor Hewat and Members of Council,

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

CAO Activities

- CRI, WRR and FireSmart Project
 - New Kaslo FireSmart Facebook page launched by FireSmart Youth Coordinator.
 - Regular attendance at Kaslo Saturday Market
 - Climate Adaptation Garden Party at Kemball Building Courtyard on Friday, July 14, 1 to 3pm, with focus on climate-ready gardens.
- Arena Project
 - No update.
- Kaslo River Dike & Bank Project
 - Final report for Phase 1 submitted to UBCM 2018 Community Emergency Preparedness Fund (CEPF), Structural Flood Mitigation Stream.
 - Total Phase 1 project cost **\$320,096**
 - UBCM 2018 CEPF Grant **\$304,869** (grant amount)
 - Canada Community Building Fund (CCBF) **\$15,277** (2023 budget)
 - Copy of final grant report is attached.
 - Permit extensions for Phase 2 requested.
 - Grant extension for UBCM 2020 CEPF approved.
 - Projected expenditure for Phase 2 **\$186,000**
 - UBCM 2020 CEPF Grant **\$146,164** (grant amount)
 - Canada Community Building Fund (CBBF) **\$9,723** (2023 budget)
 - Shortfall (over budget) **(\$30,113)**
 - Budget shortfall can be paid from CCBF or Growing Communities Fund subject to Council approval of revised budget.
- A Avenue Watermain Project
 - A Avenue highway dedication plan registered (copy attached).
 - Finalizing remaining costs and holdbacks with engineer and contractor.
- Kemball Building Renovations
 - Met with representative of Kaslo InfoNet last week to discuss server room relocation in basement.

- Planning & Development
 - Reviewing RFPs for consultant project for Kaslo South lands. Should be coming to next Council meeting for authorization to release.
 - Conditional approvals issued for subdivisions at 711 Balfour Ave and 344 River Lane. Each of these subdivisions creates one new, serviced residential lot for future development.
 - Development Variance Permit applications upcoming for July 25th meeting.
 - 211 North Marine Dr. – Parking requirements for AirBnB
 - 220 B Ave – Reduce side yard setback for carport/woodshed addition
 - 425 Front St – Eliminate parking requirement for restaurant with seating
- Finance
 - 2023 property taxes were due on July 4.
 - Total 2023 tax to be collected (includes Village general and parcel taxes, RDCK, school, police, assessment authority) \$2,205,159.91
 - Current taxes outstanding after July 4 \$102,276.48
 - Total outstanding incl. delinquent and arrears \$144,918.87
- Fire
 - Firefighters will be attending Resilient Minds mental health training on July 16.
- Asset Management
 - Asset Management field work and research continues.
 - Our mapping data is now hosted on a server and formatted to industry standard.
 - Met with consultant on June 28.
 - UBCM asset management grant report \$15,000 submitted on July 4.
- Corporate
 - Cybersecurity training for staff continuing.
 - Committee of the Whole public meeting July 18 will review Municipal Ticketing Bylaw and draft Noise Bylaw.
 - Arranged Jazzfest meeting with emergency responders to discuss ambulance/first aid, security, policing, SAR, fire access, water, parking, camping and enforcement.
 - ServiceBC City Hall lease renewal negotiations.
 - Met with garbage collection contractor.
 - Preparing RFPs for planning projects.
- Public Works
 - Letters to restaurants are being drafted to advise them of requirements for grease traps and that inspections will be coming up. This is necessary to address grease build up at the treatment plant and is authorized under the sewer bylaw.
 - The recent rainfall is welcome although the Stage 1 Water Conservation advisory remains in place.
 - Tree planting report is provided to Council for information.
 - New tires for the loader are being ordered. Cost \$9,938.05 + tax is a budgeted expenditure.
 - Crew closing 4th St between Front St and Penny Lane on Friday, June 23 for Pride crosswalk painting. Road will reopen at 9am on Saturday morning.
- Other activities:
 - Disability Alliance BC Virtual Accessibility Workshop, June 26
 - Field visits to gravel pit, J Ave to review proposed driveway, Hillside Ave for proposed development.

CAO Schedule

July 11 Regular Council Meeting
July 13 Staff Meeting
July 14 FireSmart Garden Party
July 16 Resilient Minds
July 18 Committee of the Whole
July 23 Strategic Planning
July 25 Jazzfest Operations Meeting
July 25 Regular Council Meeting
July 27 Emergency Preparedness Committee Meeting
Aug 2 Asset Management Meeting
Aug 2 Rural Resident Attraction Partners Check-in
Aug 7 B.C. Day, Office Closed

REFERENCE PLAN OF: 1) PART OF THAT PART OF LOT 12 DISTRICT LOT 208 KOOTENAY DISTRICT PLAN 393A INCLUDED IN RW PLAN 595I AND 2) PART OF PARCEL 3 (SEE 17191I) LOT 12 DISTRICT LOTS 208 AND 209 KOOTENAY DISTRICT PLAN 393A EXCEPT PLAN NEP81158.

Pursuant to Section 107 of the Land Title Act
BCGS 82F.096



The intended plot size of this plan is 864mm in width by 560mm in height (D size) when plotted at a scale of 1:500.

Legend

- Denotes Standard Iron Post Found
- Denotes Standard Iron Post Placed
- Denotes Lead Plug Found
- △ TH3025 Denotes Traverse Hub and Point Identifier
- ha Denotes Hectares
- m² Denotes Metres Squared
- NF Denotes Nothing Found
- MRP Denotes Metal Reference Post

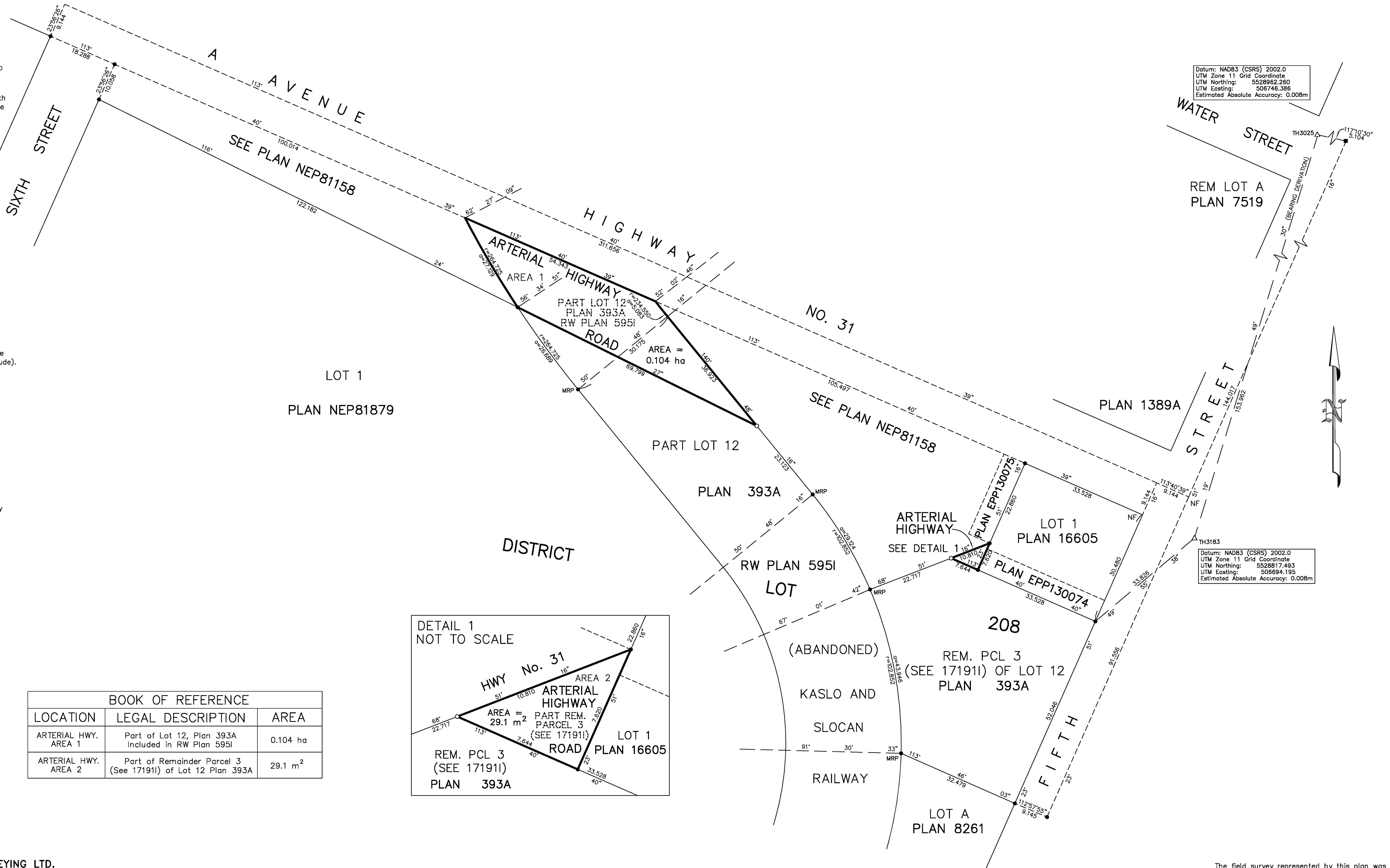
Grid bearings are derived from differential dual frequency GNSS observations and are referred to the central meridian of UTM Zone 11 (117° West Longitude).

This plan shows horizontal ground level distances in metres, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.999517. The average combined factor has been determined based on an ellipsoidal elevation of 535 metres.

The UTM coordinates and estimated absolute accuracy achieved are derived using 6.5 hours of GNSS dual frequency observations to TH3025 and processed using the Precise Point Positioning Application provided by Natural Resources Canada.

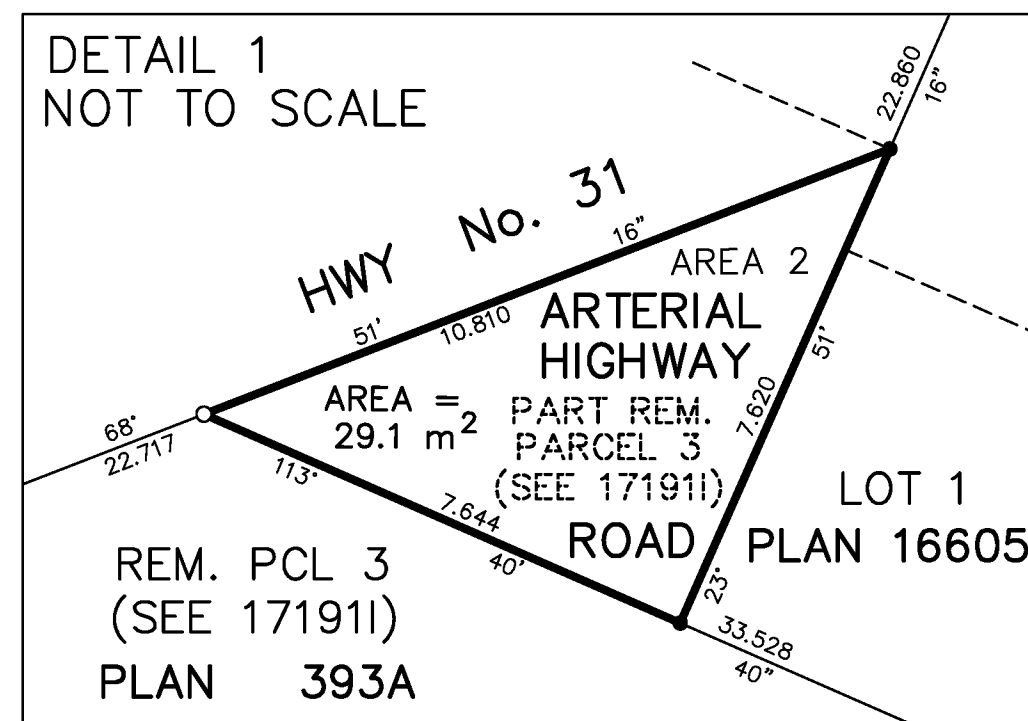
This plan dedicates Arterial Highway as authorized by the Minister of Transportation and Infrastructure.
MOTI FILE NUMBER 2022-02917

This plan lies within the Jurisdiction of the Approving Officer for the Village of Kaslo.



Datum: NAD83 (CSRS) 2002.0
UTM Zone 11 Grid Coordinate
UTM Northing: 5528962.260
UTM Easting: 506746.386
Estimated Absolute Accuracy: 0.008m

Datum: NAD83 (CSRS) 2002.0
UTM Zone 11 Grid Coordinate
UTM Northing: 5528817.493
UTM Easting: 506694.195
Estimated Absolute Accuracy: 0.008m



BOOK OF REFERENCE		
LOCATION	LEGAL DESCRIPTION	AREA
ARTEIAL HWY. AREA 1	Part of Lot 12, Plan 393A Included in RW Plan 595I	0.104 ha
ARTEIAL HWY. AREA 2	Part of Remainder Parcel 3 (See 17191I) of Lot 12 Plan 393A	29.1 m ²

CITY OF SURREY

OFFICE OF THE MAYOR

July 5, 2023

Mayor and Council
Kaslo (Village)
413 Fourth Street
Kaslo, BC VoG 1Mo

By email: admin@kaslo.ca

Dear Mayor and Council,

It is important for local governments to know the impact of the Surrey Police Transition on your city, town or regional district, should it go ahead.

As you may know, Surrey Council voted to keep the RCMP as the police of jurisdiction (POJ). We communicated our decision to the Solicitor General (SG) who, continued to “recommend” that the city stay with the transition to the Surrey Police Service (SPS), but asked that the City choose between two options,

- 1) To continue the transition to the SPS with no evaluation of the SPS model.
- 2) To stay with the RCMP as the POJ with conditions.

The Premier, the SG and the Ministry’s report recognize that it is the role of municipalities to choose their policing model. The SGs’ authority under the Act is a safety net if the “adequate and effective” policing standard is not met. It does not grant the SG the authority to impose hundreds of millions of dollars’ worth of costs into the municipal budget on a political whim.

I am writing to you today for two reasons.

Firstly, is to express my deep concern for the statements made by the provincial government and the Solicitor General suggesting that should Surrey remain with the RCMP would create a public safety crisis; this is not truthful.

In fact, the ministry’s own report states *“It is not based on a failure by police to deliver adequate and effective policing nor a failure in public safety. Quite the opposite is true, front-line officers in the SPS and the RCMP are working hard to serve those who reside in and visit Surrey”*. It went on to say *“This Director’s Report is not a comparative assessment of the two police models. It is also not intended to provide a comprehensive assessment of the impacts of continuing with the current police transition to the SPS.”*

This interference should have significant concern to local government if the SG establishes a precedent of indiscriminately imposing massive costs onto municipal government with no rationale other than vaguely referencing public safety concerns.



BRENDA LOCKE
MAYOR

MAYOR@SURREY.CA

604.591.4126

Adequate and effective policing is in place in our city and our province, and for the Premier and the Solicitor General to infer there is a public safety crisis is not supported by data.

The central fear articulated by the premier and SG is the sudden dissolution of the SPS may lead to a walk out. The SPS Board has provided assurances that the SPS officers will remain on duty. Because the SPS Board reports to the province (not the city), they will take its instructions from the Ministry of the Solicitor General and Public Safety. One simple mandate letter from the province would remove the only concern for this public safety threat.

On the other hand, approving the SPS would create massive pressure on policing in the province, which would not exist if we remained with the RCMP. The only police training facility in the province, the JIBC, was past its capacity to meet the needs of municipal policing in BC even before the SPS was established. It is also important to recognize that police officer training at the JIBC has been under scrutiny. In order to properly address the police training needs in British Columbia would require expanding the JIBC. To date, the provincial budget has not addressed this expensive and time-consuming need. Waiting years for the JIBC training to fill the SPS cadet requirement will not only cost Surrey millions in time delays, but it will also impact other municipal police forces who cannot get seats at the JIBC.

Therefore, the only other route to full capacity for the SPS is hiring experienced police officers from your communities as they have done to date.

If the SG were to impose the SPS on Surrey, I would strongly recommend you communicate directly to the SG that you expect him to impose the same "public safety" restrictions on the SPS hiring from LMD communities as he has placed on the RCMP.

Secondly, and perhaps more important to local governments, is the financial and human resource impact that continuing with the Surrey Police Transition will have on every city, town, transit police and regional district in the province.

The SG's plan to move forward with the SPS will cost you financially if you are currently an RCMP jurisdiction. As RCMP divisional administrative costs are shared costs among all RCMP jurisdictions, so far it is estimated that because of the size of the Surrey detachment, your policing costs will increase by up to 7%.

If you are served by a municipal police force, it is important to know that the provincially appointed Surrey Police Board signed the richest collective agreement in Canada. This agreement will likely impact all future municipal police board negotiations.

The Surrey RCMP requires approx. 170 officers to return to full complement. Over 80 SPS officers have expressed interest in making this move according to the Officer in Charge. Further, the RCMP has stated that they can and will accommodate the human resource needs, not only to Surrey, but throughout the region, with the new recruiting and experienced officer programs.

In contrast, the Surrey Police Service (SPS) requires over 400 additional officers beyond those hired to date, to get to full strength. Although the province recognized the scope of the Surrey police transition from the beginning, they did not increase the funding to the Justice Institute of British Columbia (JIBC) in order to accommodate the officer training needed. The reality is that, just as the SPS has done to date, the vast majority of the SPS hires will come by recruiting from the RCMP, TransLink and other municipal forces throughout the province.



In closing,

My concern is the duplicity of the provincial government on this matter. The Ministry report and SG explicitly stated that we had two choices - to remain with the RCMP or the SPS - and conditions to meet with either option.

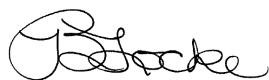
Based on the facts we examined, we chose the RCMP - with a more significant majority of council than we had originally - and we have committed to meeting the binding conditions.

The SGs' response is to move the goalposts and claim the need to review the plan and potentially overturn the council decision. I have offered to work with the province to ensure the requirements are met, and the province refuses to acknowledge the offer.

As local government leaders, we need to stand up for our authority under the Police Act. Like with your municipality, Surrey Council knows our community best. We cannot allow a "manufactured crisis" to drive a significant and costly public safety decision that will impact generations to come.

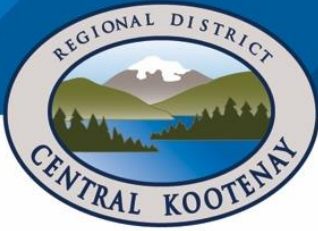
Please do not hesitate to contact me if you have any questions, I look forward to hearing from you.

Sincerely,



Brenda Locke
Mayor





Board Highlights

June 15, 2023

Electoral Area F Local Conservation Fund – Alternative Approval Process

The Board directed staff to proceed with obtaining approval of the electors in Electoral Area F for the adoption of the Electoral Area F Local Conservation Fund Service Establishment Amendment. The Local Conservation Fund provides funding for projects that benefit conservation in the rural areas around Kootenay Lake and the Slocan Valley. Approval is to be obtained through the Alternative Approval Process (AAP). The Board obtains approval if fewer than 10% of eligible electors in the area covered by the AAP submit elector response forms in opposition of the particular matter. If approval of the electors is obtained, Electoral Area F will be a full participant in the Local Conservation Fund Service at a cost of \$15 per parcel of land to be collected annually. [Click here](#) to learn more about the RDCK Local Conservation Fund.

RDCK Climate Actions

The Board approved additional resources to support communication and engagement related to RDCK Climate Actions. These funds will go towards putting on events, advertising, consultant support and hiring a one-year contract position to support the communication and engagement process. As well, the RDCK is launching an online public engagement platform to create a hub to share ideas, provide feedback and ask questions on projects and initiatives within the RDCK.

The community open houses will be re-scheduled for this fall from which staff will collate all information and learning. Residents are encouraged to continue to provide their feedback over the summer to climateaction@rdck.bc.ca. The Board allocated up to \$121,700 for this initiative.

For more information about the RDCK Climate Action Plan go to www.rdck.ca/climateaction.

Regional Accessibility Advisory Committee

The Board received an initial draft of the Regional Accessibility Advisory Committee (RAAC) bylaw for discussion and input from municipalities within the RDCK.

In June 2021, the Accessible British Columbia Act was enacted with the purpose of establishing a framework for government and organizations to work with people with disabilities and the broader community to identify, remove and prevent barriers to accessibility. Local governments must establish a committee, create a plan and have a mechanism for providing feedback. The RAAC will advise the RDCK and provide input and recommendations on the development of the accessibility plan. By removing barriers, accessibility encourages public engagement and may provide new opportunities within programs, services, initiatives or facilities for individuals interacting with the RDCK.

For more information

info@rdck.bc.ca | 250.352.6665 | 1.800.268.7325 (BC) | or visit rdck.ca

Emergency Operations Centre support for Lower Kootenay Band

The Board directed staff to draft a service agreement to support the Lower Kootenay Band residents during an active emergency by providing Emergency Operations support. The type of support requested by the Lower Kootenay Band includes helping with a declaration of a State of Local Emergency and issuing, maintaining, and rescinding Evacuation Alerts and Orders.

Moratorium extended for acquisition of new RDCK water systems

The Board extended the moratorium on the acquisition of water and wastewater systems until June 30, 2024. As well, the Board direct staff to present updated plans, policies and acceptance matrices as required, to the Water Services Committee on or before the end of June 2024 with the intent to lift the moratorium at that time.

Since August 2011, the RDCK suspended intake of acquisitions from new water and wastewater systems due to the significant demands placed on staff. However, over the years staffing levels have increased and the water group has been restructured to handle a manageable growth rate in the future.

West Kootenay Transit fare free days

West Kootenay Transit free days were approved by the Board and include; Local, Provincial and Federal election days, Earth Day, Go by Bike Week, Clean Air Day and Seniors Day. No fees will be collected for any riders on these days. As well, the Board direct staff to introduce an in-lieu option on the closest day to a West Kootenay Transit free day, for areas that do not have the service on that day.

Growing Communities Fund Allocation

The Board approve the allocation of \$3,925,000 from the Growing Communities Funds. This allocation of funds will enable each service to reduce taxation directly, or indirectly by reducing borrowing, reducing the use of reserve funds or freeing up other grants for other purposes.

The Provincial Government's Growing Communities Fund provides a one-time total of \$1 billion in grants distributed among all of BC's local governments. The grants support the delivery of infrastructure projects necessary to enable community growth.

Service	Description	Amount
S231	Recreation Commission No.8	150,000
S209	Recreation Facility-Area A (Riondel)	150,000
S291	Fire Response - West Creston	150,000
S101	Rural Administration	25,000
S156	Emergency Communications 911	125,000
S129	Fire Protection-Areas A and C (Wynndel, Lakeview)	92,034
S130	Fire Protection-Area B (Canyon Lister)	105,584
S134	Fire Protection-Area F (North Shore)	144,982
S136	Fire Protection-Area G (Ymir)	131,206
S137	Fire Protection-Area I (Tarrys, Pass Creek)	126,745

S141	Fire Protection-Area E (Balfour, Harrop)	230,235
S142	Fire Protection-Areas H and I (Slocan Valley)	180,330
S145	Fire Protection-Area J (Ootischenia)	73,885
A117	Recycling Program – Central Subregion	142,875
A120	Organics Program – Central Subregion	30,402
A120	Organics Program – West Subregion	38,693
S186	Refuse Disposal (East Subregion)	115,399
S187	Refuse Disposal (Central Subregion)	100,849
S188	Refuse Disposal (West Subregion)	336,782
S222	Arena (Castlegar Complex)-Castlegar and Areas I and J	203,000
S227	Aquatic Centre-Castlegar and Areas J and I	38,668
S224	Recreation Facility-Creston and Areas B, C and Area A	241,664
S226	Recreation Facility-Nelson and Areas F and Defined E	241,668
S202	Regional Parks-Nelson, Salmo and Areas E, F and G	35,235
S221	Community Facility Recreation & Parks-Kaslo and Area D	94,211
S205	Regional Parks-Area A	25,554
S241	Water Utility-Area A (Riondel)	17,191
S243	Water Utility-Area B (Lister)	33,892
S248	Water Utility-Area F (Duhamel Creek)	84,624
S250	Water Utility-Area B (Erickson)	90,811
S252	Water Utility-Area K (Burton)	72,715
S253	Water Utility-Area K (Edgewood)	10,754
S254	Water Utility-Area K (Fauquier)	55,931
S255	Water Utility-Area E (Balfour)	95,469
S256	Water Utility-Area J (West Robson)	83,637
S259	Water Utility-Area D (Woodbury)	49,976
	Totals - \$	3,925,000

Assent Vote – Firefighting equipment

The Board direct staff to prepare a loan authorization bylaw for five RDCK fire departments for critical life-saving equipment or infrastructure. After public consultation, voter approval will be undertaken by means of referendum.

West Creston Fire Response (Area C) – Construct fire hall and replace frontline water tender and fire engine. Prepare a loan authorization bylaw in the amount of \$2,129,000.

Balfour Harrop Fire Department (Area E) – Replace frontline engine. Prepare loan authorization bylaw in the amount of \$750,000.

North Shore Fire Department (Area F) – Replace frontline engine. Prepare loan authorization bylaw in the amount of \$750,000.

Tarrys Fire Department (Area I) – Replace frontline engine. Prepare loan authorization bylaw in the amount of \$750,000.

Winlaw Fire Department (Area H) – Replace frontline engine. Prepare loan authorization bylaw in the amount of \$750,000.

Director's Reports

RDCK Directors provide monthly reports outlining what they have been working on. [Click here](#) to read the June reports in the Board minutes (agenda item 4.4, pg. 200).

Discretionary Grants

AREA B

Canyon Community Association – Canada Day \$999

AREA E

Balfour Seniors Branch #120 – Computer \$515

AREA F

Nelson and District Chamber of Commerce – Canada Day Regional Celebration \$1,000

Bonnington Regional Park Society – Community Summer Events \$2,300

AREA G

Renascence Arts and Sustainability Society – 11th Annual Tiny Lights Festival Infrastructure \$4,000

AREA I

BC Backcountry Hunters and Anglers – Backcountry clean up \$500

AREA K

Nakusp and Area Youth Society – New Youth Centre \$2,500

Community Development Grants

AREA B

Goat River Residents Association – July Celebration \$3,000

AREA D

Lardeau Valley Opportunity Links Society – Lardeau Valley Grid Stability \$50,000

AREA E

Balfour Seniors Branch #120 – Seniors assistance \$1,612.50

Nelson and District Chamber of Commerce – Canada Day Regional Celebration \$1,000

AREA F

Beasley Rescue Society – Rope Rescue Training Initiative \$3,500

Taghum Community Society – Creative Spaces \$4,000

AREA H

Slocan Valley Outriders Association – Perimeter Fencing for Safety and Emergencies \$2,000

AREA I

Shoreacres Community Cemetery – Upgrade to grounds \$5,300

SLOCAN

Village of Slocan – W.E. Graham Community Service Society Garden \$500

Village of Slocan – Trails Society \$1,500

Community Works Fund

AREA A

Riondel Board Club – Marina Entrance West Wall \$10,000

AREA D

Kaslo infoNet Society – Kootenay Lake Fibre Loop & Last Mile Boat Access \$50,000

AREA G

Salmo Pool Mechanical Upgrade \$20,000

AREA K

Abandoned Edgewood Wells Retrofit \$20,000

Recreation Commission No.6 – New Denver, Silverton and Area H

Sandon Historical Society (Sandon Trails Historic Signage Project) \$1,275

Slocan Solution Society (Shakespeare by the Shore) \$750

Slocan Solution Society (Valhalla Community Choir) \$500



2023.07.04

To whom it may concern,

RE: Destination Development Fund - Beartight Bins for around Kootenay Lake
Supporting Nelson & Kootenay Lake Tourism's request for funding to reduce wildlife impacts and disposal of garbage through beartight bins.

The Village of Kaslo would like to express our support of the Nelson & Kootenay Lake Tourism Bear Bin Project. Existing in close proximity to bear habitats, we acknowledge the increase in the number of bear-human encounters through inappropriate disposal of garbage, leading to potential risks, conflicts and killing of bears.

We believe that this project is essential in ensuring the safety of both humans and bears, while also preserving the appeal of our region for visitors. It is crucial to implement proactive measures to minimise these interactions and promote coexistence. The installation of bear bins would be a significant step towards achieving this goal.

The initiatives outlined in this project demonstrate a thoughtful and proactive approach that will undoubtedly contribute to the success of this project.

If you require any additional information or if we can be of further assistance, please reach out. We are willing to provide any necessary support to ensure the success of this important project.

Sincerely,

Suzan Hewat
Mayor

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

Karissa Stroshein

Subject: Amenity Trap: How high-amenity communities can avoid being loved to death

From: Nadine Raynolds <Nadine@y2y.net>

Sent: Tuesday, June 27, 2023 12:59 PM

To: Nadine Raynolds <Nadine@y2y.net>

Subject: Amenity Trap: How high-amenity communities can avoid being loved to death

Hello,

As a community leader in a high-amenity place, I thought you might be interested in this recent report about how communities can avoid being “loved to death”.

[Amenity Trap: How high-amenity communities can avoid being loved to death](#) by Headwaters Economics details the paradox of places with natural attractions that make them great places to live and visit, but also threatens them.

The report analyzes four major challenges and the ways they uniquely affect amenity communities: housing, infrastructure, fiscal policy, and natural disasters. The report includes solutions already underway, with the goal of providing community leaders with strategies that can help navigate a growing outdoor recreation economy while protecting needs of residents and the natural amenities on which they depend. While this report is situated in the US, the issues presented are similar to those of Canadian mountain communities.

Working in partnership, Y2Y has explored the emerging economic opportunities in both the [Upper Columbia](#) and [SW Alberta](#). Each of these areas is benefitting from their proximity to beautiful, wild areas – in terms of potential and realized economic growth and diversification, and in the provision of natural values. Downsides like overcrowding, housing availability, and infrastructure demands are being felt, but as our reports and this new research from Headwaters Economics show, solutions are available. Y2Y has also commissioned research on getting ready and tools for success related to [community-based planning in the Upper Columbia](#).

Let me know if you have any questions or comments, or would like to discuss this regional challenge, emerging research and innovative solutions.

Thank you,
Nadine

Nadine Raynolds

Manager, Communities & Conservation (she/her)

nadine@y2y.net | 250-551-2546

y2y.net | [Twitter](#) | [Instagram](#) | [Facebook](#)





BC Centre for Disease Control
Provincial Health Services Authority



Interior Health

NEWS RELEASE

For immediate release

July 5, 2023

Interior Health aims to boost responses to B.C. SPEAK Survey

B.C.'s largest population health survey, the SPEAK survey, has been extended and will remain open until July 31 to help boost participation.

People living in Interior Health can have a say in shaping the health programs and services in their region by participating in the Survey on Population Experiences, Action, and Knowledge (SPEAK) survey and sharing their experiences over the past few years.

“The SPEAK survey is an important opportunity for people living in our region to have their voice heard around issues such as their social, economic, physical and mental health. It’s particularly important that we hear more from people with unique needs who are usually under-represented, such as racialized populations, people from rural and remote communities, seniors, and those with children,” said Interior Health interim Chief Medical Health Officer Dr. Martin Lavoie.

Together with the BC Centre for Disease Control and health authorities across the province, we launched the third round of SPEAK on April 25. To date in B.C., over 85,000 people have responded and we are hoping to hear from 120,000 people of all backgrounds and from all over the province, particularly from underrepresented groups, where participation levels are lower, such as:

- First Nations, Métis and Inuit people
- people from racialized communities; including those of Chinese, South and Southeast Asian, Black, Filipino, Latin American, Arab, and more.
- people living in rural parts of the province;
- men aged 18 to 34;
- people aged 75 and older;
- people with no post-secondary education;
- people with lower household incomes; and
- people with children and young adults in their lives.

The survey asks how people living in B.C. are doing when it comes to their social, economic, physical health, mental health, and overall well-being, so we can better support communities across the province.

These type of population health assessments help inform public health interventions, practices, and policies. Previous survey findings have informed policy and programming priorities,



BC Centre for Disease Control
Provincial Health Services Authority



Interior Health

including the reopening plans and safe return to school for kindergarten to grade 12, to target vaccine interventions in areas with low uptake and initiatives aimed at improving mental wellness in children and youth.

The survey takes around 20 minutes to fill out and can be accessed at www.bccdc.ca/SpeakSurvey.

Members of the public are also encouraged to share the survey with their family and loved ones and help them participate as needed.

SPEAK is available in 10 different languages and people's responses will inform future public health initiatives across the province. By responding to the survey people living in B.C. will let their health authority know what resources are needed to improve health and well-being in their community.

The SPEAK survey is funded by the [BCCDC Foundation for Public Health](#).

*The **BC Centre for Disease Control**, a part of the Provincial Health Services Authority, provides public health leadership through surveillance, detection, treatment, prevention and consultation services. The Centre provides diagnostic and treatment services for people with diseases of public health importance, and analytical and policy support to all levels of government and health authorities. The BCCDC also provides health promotion and prevention services to reduce the burden of chronic disease, preventable injury and environmental health risks. For more, visit www.bccdc.ca or follow us on Twitter [@CDCofBC](#).*

-30-

Media Contacts:

Interior Health media line:

1.844.469.7077

media@interiorhealth.ca

Provincial Health Services Authority

joshua.grant@phsa.ca

604.612.9810

PHSA Media line: 778.867.7472

Subject: City of Prince George Resolution Submission to 2023 UBCM Convention

From: Kellett, Leslie <Leslie.Kellett@princegeorge.ca>
Sent: Wednesday, June 28, 2023 2:47 PM
Subject: City of Prince George Resolution Submission to 2023 UBCM Convention

Good afternoon, Mayor and Council,

At the June 26, 2023 regular council meeting, City of Prince George Council approved submitting a resolution to the 2023 UBCM Convention regarding “Reimbursing Local Governments for Medical Services Provided by Local Government Fire and Rescue Services” and further resolved to share this resolution with UBCM member municipalities.

We appreciate your consideration to support this resolution at the 2023 UBCM Convention.

Sincerely,



LESLIE KELLETT

Deputy Corporate Officer
5th Floor, 1100 Patricia Blvd., Prince George, B.C. V2L 3V9
p: 250.561.7655 | f: 250.561.0183
leslie.kellett@princegeorge.ca
www.princegeorge.ca

City of Prince George

Resolution Submitted to the 2023 UBCM Convention

Reimbursing Local Governments for Medical Services Provided by Local Government Fire and Rescue Service

WHEREAS communities across British Columbia are facing a significant increase in calls to respond to emergency medical incidents;

AND WHEREAS local governments provide for their fire departments to support prehospital patient care in their community by providing emergency medical services that assist the Provincial Government's BC Ambulance Service;

AND WHEREAS the costs associated with supporting prehospital care by local government fire departments has increased significantly in relation to response hours and increased use of first aid and other medical supplies and that such costs are funded solely through local government property taxation;

THEREFORE BE IT RESOLVED that the Provincial Government develop a funding model to compensate local governments who provide emergency medical services through their fire and rescue services fulfilling the responsibility of the provincial government with consideration given to community population and the fire department's authorized level of emergency medical response.

Karissa Stroshein

Subject: CKISS n' Tell Summer Edition 2023 🍉

From: CKISS <info@ckiss.ca>

Sent: Monday, June 26, 2023 12:22 PM

To: Karissa Stroshein <admin@kaslo.ca>

Subject: CKISS n' Tell Summer Edition 2023 🍉

Happy Summer from CKISS!

[View this email in your browser](#)



CKISS n'Tell

Summer Edition 2023



Please report spotted lanternfly

It could devastate BC's wine, fruit
& forest industries!

What is black and white and red all over? Hint: it feeds on over 70 plant and tree species, especially fruit crops, is featured on [late night comedy](#), and is causing 45%–100% loss of grape crops in the mid-Atlantic states. Oh no! Save the wine! The answer is not a newspaper, but an agricultural pest, the spotted lanternfly.

[Click here to learn more](#)

Upcoming Volunteer Opportunities

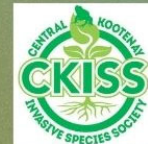
Come volunteer at the...

WARFIELD COMMUNITY WEED PULL

Wednesday July 5, 2023
10am - 12 pm
Pump Track between
Forest Dr. and Murray Dr.

Register Now
www.ckiss.ca

Brought to you by.....



Calling all Warfield residents, it's time to give back to the community you love! On July 5, CKISS is coordinating a Community Weed Pull in Warfield. We are teaming up with the Warfield Food Advisory Committee to remove invasive plants in the community in order to improve ecosystem health,

enhance wildlife habitat and protect infrastructure. Some of the plants that we will be targeting are policeman's helmet, burdock, and knapweed.

[Click here to register for the Warfield Community Weed Pull](#)

 VOLUNTEERS WANTED FOR.....

BLEWETT ✨
COMMUNITY ✨
WEED PULL ✨

JULY 6, 2023 ▶

✨ Meet at: **The Red Barn, 4100 block Kays Road**

✨ Time: **6 pm - 8 pm**

✨ **Gloves & Tools provided**



No registration is required for the Blewett Community Weed Pull, just show up and we will show you what to do!

**WORKSHOP & COMMUNITY WEED PULL
JULY 20, 2023 • NELSON, BC**

**PROTECT OUR WATERS
FROM AQUATIC INVASIVE SPECIES**

© Gail Hampshire

TIME

9 am -11 am: Weed Pulling at the end of Lakeside Drive
11 am -12 pm: Workshop at Lakeside Park's Rotary Shelter
12 pm -1 pm: Group lunch (meal provided)



Co-hosted by Living Lakes Canada and CKISS, Protect our Waters from Aquatic Invasive Species is a half-day workshop and weed pull on July 20 in Nelson, BC. The event will cover the following topics: Aquatic Invasive Species (AIS) 101 – what they are, their impacts, and how they spread; Best Management Practices when working/playing around water to prevent their spread; and, AIS identification and management. FREE lunch included!

[Click here to register](#)



Creston Community Weed Pull

AUGUST 3, 2023

CRESTON VALLEY WILDLIFE MANAGEMENT CENTRE

11 AM - 1 PM

Come out to the Creston Valley Wildlife Management Centre to help us remove invasive yellow flag iris from this important wetland! Tools and waders will be provided.

[Sign up to volunteer!](#)



Where can you find the CKISS Outreach Booth this summer?

- July 7–9 – Canadian Herb Conference, Salmo BC
- July 19 – Nelson Farmers Market
- July 27 – Rossland Farmers Market
- July 29 – Trail Farmers Market
- August 4 – New Denver Friday Market

- **August 5 – Creston Farmers Market**
 - **August 8 – Fruitvale Farmers Market**
 - **August 16–17 – Toadfest, Summit Lake Provincial Park**
 - **August 22 – Kokanee Creek Nature Centre**
 - **August 26 – Kaslo Farmers Market**
-



You're Invited to the Kaslo Garden Party!

Calling all gardeners! Join CKISS and FireSmart Canada for an informative afternoon where we will discuss how you can have an invasive free garden that is also Firesmart! This event is for both experienced gardeners and beginners. There will be information tables set up for you to come talk to staff one on one about your garden. There will be plenty of free resources up for grabs and refreshments. At 2 pm there will be casual presentations

on Firesmart landscaping and tips on how you can keep your garden invasive free. We look forward to seeing you in Kaslo on Friday July 14 from 1:00–3:00 pm at the Kemball Memorial Building.



We are thrilled to kick off year two of the three year project Communities Protect Freshwater Together: Riparian Restoration in the Kootenay Region.

The purpose of the project is to engage and inspire the local community to help protect freshwater quality through the restoration of critical water bodies and adjacent riparian habitat within three sites in the Central Kootenay region of British Columbia.

[Click here](#) to find out what we have been up to at each site in the Spring of 2023 and stay tuned for volunteer opportunities in the fall of 2023!

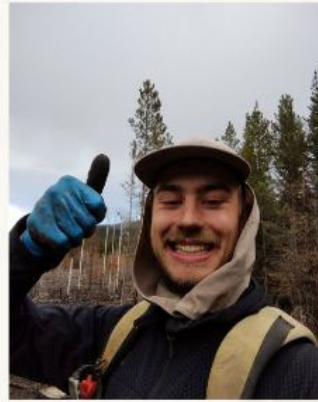
This project was undertaken with the financial support of:
Ce projet a été réalisé avec l'appui financier de :



Environment and
Climate Change Canada

Environnement et
Changement climatique Canada

Additional support has been provided by Columbia Basin Trust and the Government of B.C.



CKISS Summer Staff 2023



We have four new Invasive Species Technicians and one Education Program Assistant joining CKISS this year! Please help us welcome Ellen, Eric, James,

Joj, and Molly to the CKISS team. [To read the bios of these new staff please click here.](#)

DON'T PLANT THESE PLANTS



Italian Arum



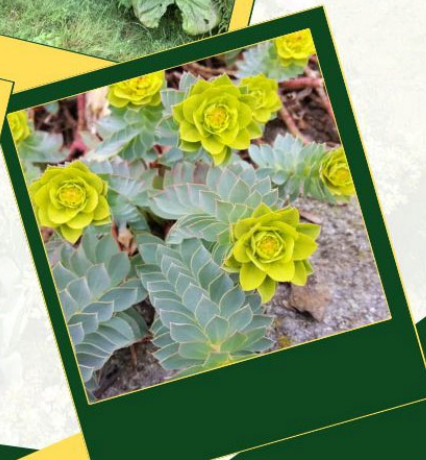
Myrtle spurge



Japanese butterbur



Lamium-yellow
archangel





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Our mailing address is:

Suite 19-622 Front St, Nelson BC, V1L 4B7

1-844-352-1160

info@ckiss.ca

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This email was sent to admin@kaslo.ca

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

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



PREPARED BY: Catherine Allaway, Corporate Officer

DATE: July 6, 2023

SUBJECT: Temporary Use Permit Application – South Beach Camping for Jazz Fest

PURPOSE: To seek Council direction regarding an application for a Temporary Use Permit

OPTIONS:

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

1. **Issue the TUP. *Jazz Fest camping at South Beach will be permitted.***
2. Do not issue the TUP. *No camping will be permitted at South Beach during Jazz Fest. No reconsideration of the decision within 6 months without a 2/3 majority of Council.*
3. Refer back to staff for further review and report.

RECOMMENDATION:

THAT the Village of Kaslo issue a Temporary Use Permit for Blocks 32, 33, 35 & 36 of DL209, KLD Plan NEP393, authorizing the operation of a campground from August 3-7, 2023 in conjunction with the 2023 Jazz Fest event, subject to receipt of a \$5,000 security deposit and appropriate insurance coverage.



ANALYSIS:

- A. **Background:** Historically, camping has occurred on the lands known as South Beach, located south of the mouth of the Kaslo River. The subject lands are privately owned and are currently zoned M-1, General Industrial. Camping is not a Permitted Use there, according to the zoning bylaw. The Kaslo Jazz Etc. Society (KJES), in partnership with the Kaslo Riding Club, wishes to operate a campground on the site during the 2023 Jazz Fest event and has obtained the consent of the property owner. This partnership is not the same as the group that operated the campground in 2022, for which concerns were raised by the RCMP over emergency access and late-night activities after the event.

In accordance with the *Local Government Act*, the Village's Official Community Plan Bylaw and Development Procedures Bylaw a Temporary Use Permit (TUP) is required to authorize the operation of a campground at that location during Jazz Fest. A TUP is issued by Council resolution.

At the 2023.06.27 regular meeting, Council resolved to proceed with the required public notice, in accordance with applicable legislation.

- B. **Discussion:** There is significant demand for local accommodation during Jazz Fest. Providing options for organized camping is likely to reduce the amount of illegal camping during the event and improve public safety.

Although the Village's Guide to TUP Applications indicates that a Site Disclosure Statement is required the authority for this requirement is not clear. There have been significant changes to the provincial legislation since the guide was prepared in 2018, and an update is recommended. The applicant has not provided any information pursuant to the Environmental Management Act or Contaminated Sites Regulation.

In order to safeguard taxpayer interests and mitigate risk to the municipality, conditions should be imposed on the permit. Because the proposed campground will include municipal road allowances between the subject lands, proof of insurance listing the Village as an additional insured will be required. Other conditions include the need for a significant security deposit (\$5,000) and a commitment that the subject lands will be returned to their pre-event condition no later than August 21, 2023. The property owner has consented to allow Village access to the municipal sewage vaults south of the Kaslo River. These measures will prevent the recurrence of delays in removing sewage from the site.

The fire hydrant at the site has been replaced and is operational.

- C. **Attachments:**

- KJES TUP application
- Public Notice – South Beach TUP

- D. **Financial Implications:** KJES has paid the \$500 non-refundable application fee. Requiring a \$5,000 security deposit will ensure that if any remedial action is required, the costs will not be borne by the taxpayers.
- E. **Corporate Priority:** Nil
- F. **Environmental Considerations:** Temporary use of the site for camping has not presented negative environmental impacts in the past because waste is hauled away and the operator is required to restore the site after the event.
- G. **Communication Strategy:** Public Notices were placed on the Village's website, on the Public Notice Boards at City Hall, and published in the July 10th edition of the Pennywise. Notices were also delivered to property owners and known occupiers of property within 60m of the subject lands.

CAO Approval: 2023.07.10



VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

(for use with Bylaw 1283)

TYPE OF APPLICATION

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

- Type of Development Permit
- Heritage & Commercial Core
 - Lakefront Protection
 - Stream Protection
 - Wildfire

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

DESCRIPTION OF PROPERTY

Civic Address: 62 Ave (South Beach) PID 012-900-991

Legal Description (from title document):

Industrial (vacant)

CONTACTS

Applicant:

Name <u>PAUL Hinrichs</u>		Company <u>KASLO JAZZ ETC SOCIETY</u>	
Address <u>PO BOX 1293</u>		City <u>KASLO</u>	
Email <u>info@kaslojazzfest.com</u>		Postal Code <u>V0G1M0</u>	
Phone	Cell <u>250 505 5880</u>	Fax	
Signature of Applicant 		Date <u>6/12/23</u>	

Owner, if the Applicant is not the Owner:

Name <u>Dale Urduh</u>		Company <u>Quality Property Developments Inc</u>	
Address <u>8712A 109 Street</u>		City <u>Edmonton</u>	
Email <u>d.urdh@qualityprop.ca</u>		Postal Code <u>T6G 1E9</u>	
Phone	Cell <u>780 439 1683</u>	Fax	

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

OFFICE USE ONLY

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



VILLAGE OF KASLO
DEVELOPMENT APPLICATION FORM

Authorization of Owner to make an Application

Re: Civic Address G AVE (South Beach)

I/We Dale Unruh / Quality Property Developments Inc

are the registered owner(s) of (legal description)

Lot 1, Block 33, Plan NEP 393, District Lot 291 + others

I/We hereby authorize Paul Hinrichs / Kaslo Jazz Etc Society
(please print name)

to apply for the following:

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

and to be my/our representative in this matter.

Signature of Owner

DALE UNRUH
Name of Owner (print)
8712A 109 Street
Edmonton AB T6G 1E9
Address

June 20, 2023
Date

780 439 1683
Phone

Signature of Witness

Name of Witness

Signature of Witness

Signature of Owner

Name of Owner (print)

Address

Date

Phone

Signature of Witness

Name of Witness

Signature of Witness

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



VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

A complete application for Rezoning and or Development Permit contains:

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

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

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

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



VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

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

Site Plan Data Table

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

Site and Servicing Plan

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

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

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



VILLAGE OF KASLO DEVELOPMENT APPLICATION FORM

(e.g. stairwells, ramps etc.)

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

Landscape Plan (same scale as Site Plan)

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

Contaminated Sites Information

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

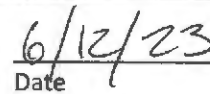
Site profile and other forms are available at:

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

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

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


Signature of Applicant


Date

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: July 6, 2023

SUBJECT: Stellar Heli-Skiing Aerodrome Lease

PURPOSE: To seek direction from Council regarding the lease for aerodrome hangar lot #5

OPTIONS:

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

1. **Approve the lease arrangements. *An agreement w***
2. Do not agree to change the lessee. *The lessees will be advised of Council's decision.*
3. Refer back to staff for further review and report.

RECOMMENDATION:

THAT the Village lease Kaslo Aerodrome Hangar Lot #5 (EPP116086) for a term ending December 31, 2026, at a cost of \$3,339.69 in 2024 with 2% increases in each subsequent year, to Stellar Heli-Skiing.

ANALYSIS:

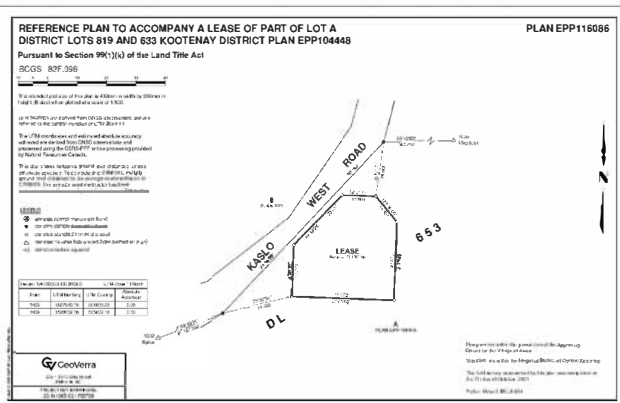
- A. **Background:** Stellar Heli-Skiing and High Terrain Helicopters jointly leased and developed hangar lot #5 at the Kaslo Aerodrome. Both parties have indicated a desire to terminate the existing arrangements and allow Stellar Heli-Skiing to be the sole lessee. Advertising of the proposed disposition of land has been done in accordance with the *Community Charter*. A Council resolution is required to authorize signing the new lease agreement.
- B. **Discussion:** The proposed lease agreement has been drafted and is attached for Council's information. No objections have been received in response to the required advertising.
- C. **Attachments:**
 - Draft lease agreement, aerodrome hangar lot #5
 - Notice of intent to lease property
- D. **Financial Implications:** The proposed arrangements will not alter the amount of revenue earned from hangar lot #5. All 2023 lease fees have already been paid. The costs of advertising the proposed disposition will be borne by the lessee.
- E. **Corporate Priority:** Promoting development of the Kaslo Aerodrome was identified as a priority in the Village's 2021 Strategic Plan.
- F. **Environmental Implications:** Nil
- G. **Communication Strategy:** If the changes in lessee proceed, public notice will be given on the Village's website and public bulletin boards, as well as in the Pennywise or Valley Voice newspaper.



Village of
Kaslo

NOTICE OF INTENTION TO LEASE PROPERTY

The Village of Kaslo intends to lease space legally described as *That portion of Lot A, District Lots 819 and 633, Kootenay District Plan EPP104448 shown on Plan EPP116086* to Stellar Heli-Skiing for a term ending 31 December 2026 for an annual rent of \$3,339.69 plus applicable taxes in 2024 and 2% increases in each subsequent year of the term, plus advertising costs in the first year.



The lease may be viewed at the Village Office in City Hall, 413 Fourth Street, Kaslo, BC on regular working days between the hours of 10 am - 3 pm. Any individual that believes their interests will be affected by this proposed disposition are asked to submit comments to the Village no later than 12 noon on Thursday, July 6th, 2023.

Have questions?

Call 250-353-2311 or Email admin@kaslo.ca

Visit www.kaslo.ca for more information about the Village of Kaslo.



LEASE

THIS LEASE made the _____ day of _____, 2023.

UNDER THE LAND TRANSFER FORM ACT, PART 2

BETWEEN:

VILLAGE OF KASLO

Box 576, Kaslo BC

V0G 1M0

(the "**Landlord**")

OF THE FIRST PART

AND:

Stellar Heli-Skiing Ltd.

c/o PO Box 938

Kaslo, BC V0G 1M0

(the "**Tenant**")

OF THE SECOND PART

WHEREAS the Landlord is the owner of the land herein:

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

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

1.0 Land

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

2.0 Term

2.1 For the term **of 42 months commencing** on the **1st day of July 2023** and ending on the 31st day of December 2026 (the "**Term**").

3.0 Use

3.1 The Tenant shall use the Land for the purpose of an aircraft hangar and for no other purpose without the prior written consent of the Landlord. Conditions of use are listed in Schedule “B”.

4.0 Rent

4.1 The Tenant shall pay to the Landlord a rent of \$3,274.20 plus applicable taxes in the first year and 2% increases in each subsequent year of the Term, due and payable on the first day of each year during the Term.

Year	Amount
2023	\$ 3274.20 PAID
2024	\$ 3339.68
2025	\$3406.47
2026	\$3474.60

4.2 In the first year of the lease the Tenant shall also pay the costs of advertising the disposition of land in accordance with the provisions of the *Community Charter*.

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

5.0 Taxes

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

6.0 Utilities

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

7.0 Construction

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

8.0 Repair and Maintenance

- 8.1 The Tenant shall give immediate notice to the Landlord of any defect in any water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;
- 8.2 The Tenant shall repair and shall keep and leave whole and in good repair all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;
- 8.3 The Landlord may at all reasonable times without prior notice enter and view the state of repair of the Land and any buildings and structures on the Land and the Tenant will repair within thirty (30) days of receiving written notice any defect in water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;
- 8.4 Sections 8.2 and 8.3 shall not apply to reasonable wear and tear, or damage by any peril the risk of which has been insured against pursuant to section 12.2.
- 8.5 The Tenant shall always maintain the Land and any building or structure on the Land to an excellent standard of maintenance. Maintenance requirements are listed in Schedule "C".

9.0 Assign or Sublet

- 9.1 The Tenant shall not assign nor sublet, licence, sub-licence or grant any other right or interest in the Land without prior written consent of the Landlord.
- 9.2 The Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants, and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent.

10.0 Nuisance

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

anything that:

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

11.0 Regulations

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

12.0 Insurance

12.1 Each Tenant party shall take out and maintain, during the Term, a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Land by each Tenant party in the amount of not less than Five Million Dollars (\$5,000,000.00) per single occurrence or such greater amount as the Landlord may from time to time require, naming the Landlord as an additional insured party thereto, and shall provide the Landlord with a certified copy of such policy or policies.

12.2 Each Tenant shall take out and maintain, during the Term, a policy of insurance, in a form acceptable to the Landlord, insuring all buildings and structures on the Land to the full insurable replacement value thereof against risk of loss or damage caused by or resulting from fire, flood, lightning, explosion, tempest, earthquake, tsunami or any additional peril against which a prudent Landlord normally insures, naming the Landlord as an additional insured party thereto, and shall provide the Landlord with a certified copy of such policy or policies.

12.3 All policies of insurance required by this Lease shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice.

12.4 If each Tenant does not provide or maintain in force the insurance required by this

Lease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand.

- 12.5 If both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

13.0 Indemnification

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

14.0 Builders Liens

- 14.1 The Tenant shall indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Land or any building or structure on the Land, and the Tenant shall promptly take all legal action necessary to cause any lien to be discharged. The Landlord shall be at liberty to file a notice of interest against title to the Land pursuant to the *Builders Lien Act*.

15.0 Possession

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

16.0 Condition of Premises

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

17.0 Environmental Matters

17.1 Definitions

For the purposes of this section 17.0:

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

17.2 Tenant’s Covenants and Indemnity

The Tenant covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Land for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Landlord;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Land;
- (c) to promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit, report or test results relating to the Land

conducted by or for the Tenant at any time;

- (d) to waive the requirement, if any, for the Landlord to provide a site profile for the Land under the *Environmental Management Act* or any regulations under that Act;
- (e) to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Land in strict confidence except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may not be unreasonably withheld;
- (f) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Land or any adjacent property that could contaminate the Land or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (g) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any government authority under Environmental Laws, to remove from the Land all Contaminants, and to remediate by removal any contamination of the Land or any adjacent property resulting from Contaminants, in either case, brought onto, used at, or released from the Land by the Tenant or any person for whom it is in law responsible. The Tenant will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Tenant will provide to the Landlord full information with respect to any remedial work performed under this sub-clause and will comply with the Landlord's requirements with respect to such work. The Tenant will use a qualified environmental consultant approved by the Landlord to perform the remediation and will obtain the written agreement of the consultant to the Landlord relying on its report. The Tenant will, at its own cost, obtain such approvals and certificates from the BC Ministry of Environment and other applicable government authorities in respect of the remediation as are required under Environmental Laws or by the Landlord, including without limitation, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the Landlord. All such Contaminants will remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and
- (h) to indemnify the Landlord and its shareholders, directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, (including any and all environmental or statutory liability for remediation, all legal and consultants'

fees and expenses and the cost of remediation of the Land and any adjacent property) arising from or in connection with:

- (i) any breach of or non-compliance with the provisions of this section 17.0 by the Tenant; or
- (ii) any release or alleged release of any Contaminants at or from the Land related to or as a result of the use and occupation of the Land or any act or omission of the Tenant or any person for whom it is in law responsible.

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

18.0 Quiet Enjoyment

18.1 The Landlord covenants with the Tenant for quiet enjoyment.

19.0 Termination and Re-entry

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

20.0 Forfeiture

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

21.0 Distress

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

22.0 Destruction

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

tempest, earthquake or tsunami:

- (a) the rent or a proportionate part of it according to the nature and extent of the damage sustained shall be suspended and abated until the Land or any building or structure on the Land has been rebuilt or made fit for the purpose of the Tenant; or
- (b) if the Tenant elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this subparagraph (b), if the Tenant does not advise the Landlord concerning the Tenant's intention within thirty (30) days of the damage occurring, the Tenant shall be deemed to have elected not to undertake restoration, repair and replacement.

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

23.0 Fixtures

23.1 Upon no less than 5 months' notice from the Landlord, all buildings, structures, or improvements constructed, placed, or installed on the Land by the Tenant, save and except for moveable business fixtures of the Tenant ("the Improvements"), shall become the sole property of the Landlord, at no cost to the Landlord, upon the termination or expiry of this Lease unless the Tenant, prior to the termination or expiry of this Lease, removes the Improvements from the Land, or arranges to sell the Improvements to the subsequent tenant if the Landlord intends to lease the Land to a new leaseholder.

24.0 Holding Over

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

25.0 Landlord's Payments

25.1 If the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable or responsible under this Lease, then the Landlord may add the cost or amount of the damage, loss, expense or payment to the rent and may recover the cost or amount as additional rent.

26.0 Landlord's Repairs

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

the required repairs or do the required maintenance and recover the cost from the Tenant.

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

27.0 Insolvency

27.1 If

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

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

27.2 If one of the Tenant parties becomes bankrupt, insolvent, or winds-up, the other party shall assume sole responsibility and liability for this Lease for the remaining Term.

27.3 If both Tenant parties become bankrupt or insolvent this Lease shall terminate immediately without any further act or notice of the Landlord.

28.0 Removal of Goods

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

29.0 Renewal

- 29.1 No less than 5 months prior to the expiry of this Agreement, the Landlord shall advise the Tenant whether the Landlord intends to continue leasing the Land for the purpose of aircraft hangar, and the rent it intends to charge for a renewal of the Lease, including any yearly increases (the "Renewal Terms"). The Tenant shall advise the Landlord no less than 4 months prior to the expiry of this Lease whether it accepts the Renewal Terms. If the Tenant accepts the Renewal Terms, this Agreement shall be renewed for a new period on the same terms, with rent as stated in the Renewal Terms.
- 29.2 This Agreement may be further renewed in accordance with the process stated in section 29.1, provided that in no event shall the Term of a renewal agreement extend beyond December 31, 2041.

30.0 Time

- 30.1 Time is of the essence of this Lease.

Notices

- 30.2 Any notice required to be given under this Lease shall be deemed to be sufficiently given:
- (a) if delivered, at the time of delivery, and
 - (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

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

If to the Tenant:

Stellar Heli-Skiing Ltd.
c/o PO Box 938
Kaslo, BC V0G 1M0

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

the notice may only be given by actual delivery of it.

31.0 Fitness of Premises

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

32.0 Net Lease

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

33.0 Binding Effect

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

34.0 Amendment

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

35.0 Law Applicable

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

36.0 Registration

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

37.0 Interpretation

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

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

separate paragraph.

37.3 The headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it.

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

IN WITNESS WHEREOF the parties have executed this Lease on the _____ day of _____, 2022.

VILLAGE OF KASLO
by its authorized signatory

WITNESS

Name:

Name:

Title:

Date:

Stellar Heli-Skiing Ltd.
by its authorized signatory

WITNESS

Name:

Name:

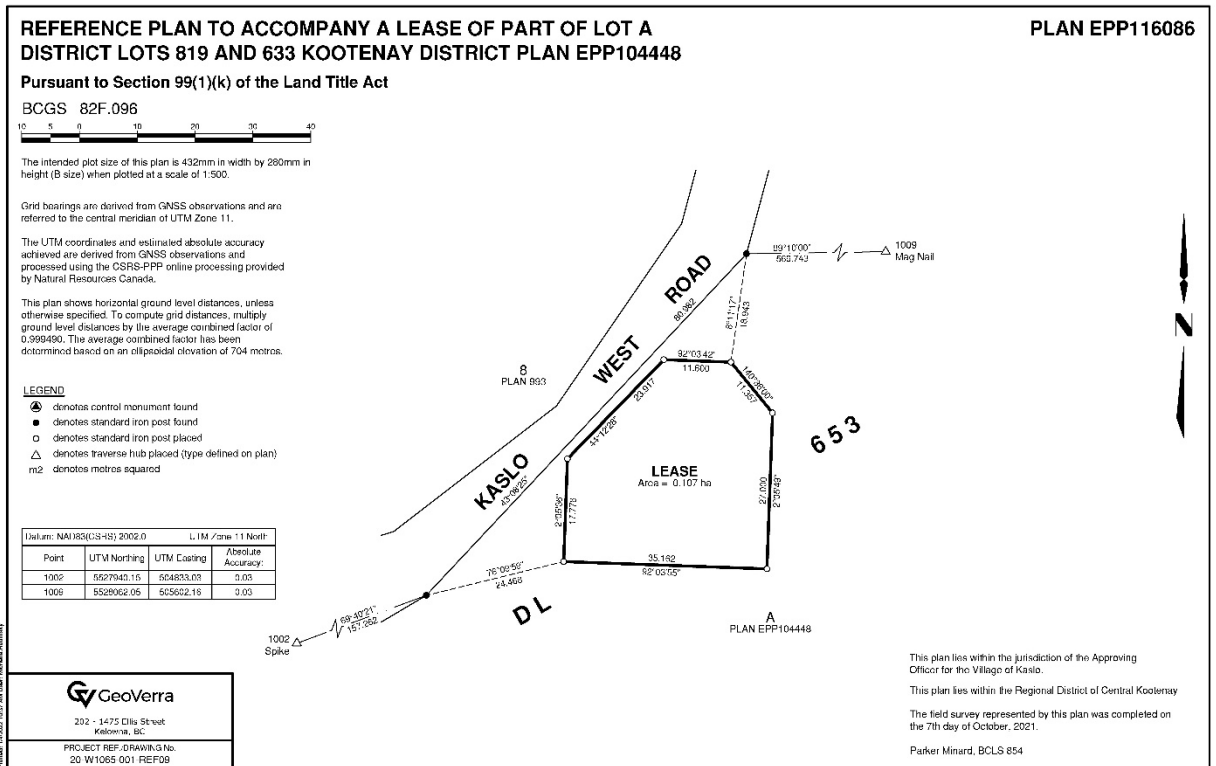
Title:

Date:

SCHEDULE A

LEGAL DESCRIPTION

That portion of Lot A, District Lots 819 and 633, Kootenay District Plan EPP104448 shown on Plan EPP116086



SCHEDULE B

CONDITIONS OF USE

- The Village of Kaslo agrees that the lands may be used for commercial heli-ski and helicopter operations.
- Storage of materials unrelated to the commercial heli-ski and helicopter operations is not permitted.

DRAFT

SCHEDULE C

MAINTENANCE REQUIREMENTS

- Snow removal is the responsibility of the tenant
- Paved areas must be kept free of dirt and gravel

DRAFT

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: July 6, 2023

SUBJECT: Accessibility Committee

PURPOSE: To seek Council direction regarding the creation of an Accessibility Committee

OPTIONS:

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

1. **Create a municipal accessibility committee. *RDCK will be advised and staff will draft terms of reference for a municipal committee.***
2. Participate in the RDCK RAAC. *The RDCK will be advised of Council's decision and staff will begin drafting a municipal plan for feedback from the RAAC.*
3. Refer back to staff for further review and report.

RECOMMENDATION:

THAT the Regional District of Central Kootenay be advised that the Village of Kaslo does not wish to participate in the Regional Accessibility Advisory Committee.

ANALYSIS:

- A. **Background:** Under the Accessible BC Regulation all local governments must, before September 1, 2023, establish an accessibility plan, an accessibility committee, and a tool to receive feedback on accessibility. Council is asked to decide whether to establish a municipal accessibility committee, or whether to partner with the RDCK to participate in a regional approach.
- B. **Discussion:** The requirements to establish an accessibility plan and feedback mechanism by September 1, 2023 can be met by creating a draft plan and posting it to the Kaslo.ca website, along with directions for contacting the Village to provide feedback. Based on the information provided by the RDCK, it appears that the Village will be required to perform this work even if the decision is made to participate in the regional initiative.

The establishment of an Accessibility Committee can be achieved through a municipal committee, or through participation in the regional initiative. The province has indicated that an accessibility committee should reflect the diversity of British Columbians and include Indigenous members and individuals with lived experience of disability. The role of the committee is to provide advice regarding the content of the accessibility plan and about how to remove and prevent barriers. It may be challenging to find sufficient suitable committee members for a local committee, but a local committee will be better positioned to make recommendations specific to Village of Kaslo operations.

Even if it is not possible to have a draft plan within this short timeframe, showing progress towards developing the plan by establishing the committee and terms of reference is sufficient to show that best efforts are being made to meet the requirements.

C. **Attachments:**

- Requirements for Local Governments under the Accessible BC Regulation
- 2023.06.23 email from RDCK re: Bylaw 2904: Regional Accessibility Advisory Committee
- RDCK Board Report – Regional Accessibility Advisory Committee
- Village of Kaslo 2023 Accessibility Committee workplan DRAFT

D. **Financial Implications:** The RDCK has not provided cost estimates for the establishment of a new service for a regional accessibility committee but given the size of the organization significant administrative costs are unavoidable. It is likely that the cost of meeting the legislated requirements will be much lower for an independent municipal committee. Staff time will be required to develop terms of reference, recruit members, prepare a draft plan, create new website content and generate the required notices, reports, agenda packages and minutes for the committee meetings.

E. **Corporate Priority:** From the Official Community Plan Vision: “Kaslo supports a full, productive, and meaningful life for all citizens through policies, services and programs that respect community values of inclusivity, diversity, accessibility, and sustainable development.” Section 14.3.3. of the Official Community Plan calls for making Kaslo more accessible and a disability-friendly and senior friendly community.

F. **Environmental Implications:** Nil

G. **Communication Strategy:** If a municipal accessibility committee is going to be established, a call for members will be placed on the Village website (on the “Opportunities” and “Committees, Commissions and Other Bodies” pages), on the bulletin boards at City Hall and in July editions of the Valley Voice and Pennywise.

CAO Approval: 2023.07.10



2023 ACCESSIBILITY COMMITTEE WORKPLAN

ESTABLISH PROCESS	CALL FOR MEMBERS	APPOINT MEMBERS	INAUGURAL MEETING	DRAFT PLAN	CONSULT	REVIEW
<p>JULY 11TH COUNCIL MEETING</p> <ul style="list-style-type: none"> Choose to participate in RDCK program or establish municipal committee <p>JULY 25TH COUNCIL MEETING</p> <ul style="list-style-type: none"> Establish Terms of Reference 	<p>JULY 24TH PENNYWISE</p> <p>JULY 27TH VALLEY VOICE</p> <ul style="list-style-type: none"> Kaslo.ca website (Opportunities page & Committees page) Village Bulletin Boards Kaslo Facebook 	<p>AUGUST 8TH COUNCIL MEETING</p> <ul style="list-style-type: none"> Appoint committee members Schedule inaugural meeting 	<p>AUGUST 15TH COMMITTEE MEETING</p> <ul style="list-style-type: none"> Committee orientation and review of Terms of Reference Set meeting schedule for remainder of 2023 	<p>AUGUST 22ND COUNCIL MEETING</p> <ul style="list-style-type: none"> Present draft plan to Council Add draft plan and feedback mechanism to website before September 1st deadline 	<p>SEPTEMBER 26TH COMMITTEE MEETING</p> <ul style="list-style-type: none"> Consider possible revisions to Draft Plan 	<p>DATE TBD</p> <ul style="list-style-type: none"> Review this year's progress, make plans for next year
JULY		AUGUST		SEPTEMBER	OCT-DEC	

From: [Angela Lund](#)
To: [GRP Directors Municipal](#); [Chris Barlow](#); ["Tracey Butler"](#); [Mike Moore](#); [Kirsten Dunbar](#); [Catherine Allaway](#); [Ian Dunlop \(CAO Kaslo\)](#); [Wayne Robinson](#); ["Mark Tennant"](#); ["swinton@nelson.ca"](#); [Kevin Cormack](#); [Lisa Scott](#); [James Heth](#); ["Viv Thoss"](#); [Michelle Gordon](#)
Subject: ACTION REQUIRED: Bylaw 2904: Regional Accessibility Advisory Committee
Date: June 23, 2023 8:52:00 AM
Attachments: [BRD Rpt-2904-Accessibility Advisory Committee.pdf](#)
[Requirements Under Accessible B.C. Act 20230515.pdf](#)

Hello Directors and Municipal Staff,

At the June 15, 2023 RDCK Board meeting the following resolution was adopted:

387/23 *That the Board receive the draft Regional Accessibility Advisory Committee (RAAC) Bylaw No. 2904, 2023 for information, and that staff send the draft bylaw to the municipalities within the regional district requesting a response indicating their interest in utilizing the RAAC by **August 7, 2023.***

Further to the request at the Board meeting to clarify whether or not RDCK staff are available to present to municipal councils on the RAAC please note the following from Mike Morrison, Corporate Officer:

1. The Accessible British Columbia Act prescribes that all local governments have an obligation to meet the requirements of the Accessible British Columbia Act (Act). The three requirements of the Act are to:
 1. Form an Accessibility Committee;
 2. Develop an Accessibility Plan; and
 3. Set up a mechanism to receive public comment on the plan and barriers to accessibility.
2. RAAC was proposed to facilitate smaller municipalities in satisfying the committee requirement where a municipality may not be able to achieve the specified committee membership representation on their own.
3. Regardless of whether a municipality opts to use the RAAC to meet that obligation under the Act, the creation of the plans and the receipt of public comments remains the responsibility of each local government.
4. The role of the RAAC is to advise the regional district (and participating municipalities) in identifying, removing, and preventing barriers to individual's interacting with the organization. The RAAC does not create the plans. Staff in the respective participating jurisdictions create the plans.
5. Staff in each municipality should bring the matter forward to their council to make a decision on whether or not that municipality should form their own committee or participate in the RAAC.

6. Given the limited scope of the municipal decision on this matter and other RDCK project priorities at this time we are unable to assign RDCK staff resources to attend council meetings on this matter.

7. Considering the additional complexity of having multiple municipalities participate in the RAAC, RDCK staff strongly recommend that the committee membership remain as described in the draft bylaw. Specifically, municipalities are discouraged from requesting that representatives from their municipality be added to the membership.

Overall, the Act introduces new compliance requirements to local governments on top of existing projects and workplans. This is important work and we take the requirements seriously. We do however need to ensure that the required work proceeds efficiently and effectively. Achieving this may mean that not all of the asks from the municipalities may be met.

If you have any questions please email me and do not create a new discussion thread by “replying all”.

Thank you and have a great weekend.

Angela Lund | Deputy Corporate Officer

Regional District of Central Kootenay
Phone: 250.352.8160 | **Fax:** 250.352.9300
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Board Report

Date of Report: May 24, 2023
Date & Type of Meeting: June 15, 2023 Board Meeting
Author: Angela Lund, Deputy Corporate Officer
Subject: Regional Accessibility Advisory Committee
File: 08/3200/10/2904
Electoral Area/Municipality: All

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to provide the Board with an overview of the requirements to establish an accessibility committee, develop an accessibility plan and establish a process for receiving feedback as per provincial legislation. This report provides the Board with the draft Regional Accessibility Advisory Committee Bylaw No. 2904, 2023 for consideration.

SECTION 2: BACKGROUND/ANALYSIS

In June 2021, the Accessible British Columbia Act (Act) was enacted, followed by the Accessible British Columbia Regulation on September 1, 2022.

Accessible British Columbia Act - <https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/21019>

The purpose of the Act is to establish a framework for government and organizations to work with people with disabilities and the broader community to identify, remove and prevent barriers to accessibility.

In the Act, a barrier is defined as anything that hinders the full and equal participation in society of a person with an impairment. Barriers can be caused by environments, attitudes, practices, policies, information, communications or technologies; an impairment includes a physical, sensory, mental, intellectual or cognitive impairment, whether permanent, temporary, or episodic; and a disability means an inability to participate fully and equally in society as a result of the interaction of an impairment and a barrier.

The provincial government under Part 3 of the Act requires local governments to put into place the following by September 1, 2023:

1. establishment of an accessibility committee;
2. have an accessibility plan; and
3. have a mechanism for providing feedback on accessibility.

The province has been very accommodating with timelines as local governments work towards meeting these requirements.

Staff emailed the nine (9) municipalities within the RDCK to gauge the interest in having a Regional Accessibility Advisory Committee (RAAC):

- Town of Creston Yes
- Village of Nakusp Yes
- Village of Silverton Yes

- City of Castlegar Maybe
- Village of New Denver Maybe
- City of Nelson Maybe
- Village of Salmo Maybe
- Village of Slocan Maybe

- Village of Kaslo No Response

The intentions of the RAAC will be to advise the RDCK, and support the municipalities within the regional district who are unable to form their own Accessibility Advisory Committees due to the small size of their communities, or due to having difficulties finding volunteers to meet the requirements of the Act. The RAAC will provide input and recommendations to the RDCK/municipality on the development or updates of their accessibility plans and work towards establishing a mechanism for public feedback on accessibility in accordance with the Act. Each municipality is responsible for reporting to their respective municipality, to work with their staff and take any resolutions and recommendations from the RAAC to their Councils. The RDCK will work separately with the RAAC to develop and update its own accessibility plan focusing on RDCK programs, services, initiatives and facilities.

Staff has prepared a draft Regional Accessibility Advisory Committee bylaw (see attached – Bylaw No. 2904) that outlines the composition of the committee and provides the scope for the accessibility plan. The RAAC membership will not include representatives from each of the villages but one rural director, one municipal director, and the membership required as per the Act.

The accessibility plan must be reviewed and updated at least once every 3 years. The updates to the plan must also consider comments received through a public feedback mechanism as per the Act.

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

None at this time. The costs will need to be considered once the accessibility plan is in place and the RDCK has identified the barriers that need to be improved upon within their programs, services, initiatives and facilities.

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

The Accessible B.C. Act (Act) is a new provincial law, passed in June 2021, followed by the Accessible British Columbia Regulation on September 1, 2022 that establishes a legal framework to identify, remove, and prevent barriers for people with disabilities in B.C. by enabling the development of accessibility standards and introducing new accessibility requirements for government and prescribed organizations.

3.3 Environmental Considerations

None at this time.

3.4 Social Considerations:

In accordance with the Act the accessibility plan must consider the following principles:

- inclusion;
- adaptability;
- diversity;
- collaboration;
- self-determination; and
- universal design

3.5 Economic Considerations:

Removing barriers to accessibility encourages public engagement and may provide new opportunities within the programs, services, initiatives or facilities for individuals in or interacting with the RDCK/municipality.

3.6 Communication Considerations:

In accordance with the Act, with the support of the RAAC, staff must establish a mechanism for receiving public comments from individuals in or interacting with the RDCK/municipality based on inclusion and to focus on the removal of physical, virtual and attitudinal barriers.

3.7 Staffing/Departmental Workplan Considerations:

Staff will be involved in establishing the RAAC, developing and updating the accessibility plan and creating a mechanism for public feedback on accessibility. The staff time allocated to implementing the accessibility plan will be dependent on the barriers identified.

3.8 Board Strategic Plan/Priorities Considerations:

The following strategic priorities will be met:

1. Governance and Services Delivery;
2. Managing Assets and Operations; and
3. Strengthening our relationships with our community partners.

SECTION 4: OPTIONS & PROS / CONS

Option 1:

Regional Accessibility Advisory Committee

That the Board receive the draft Regional Accessibility Advisory Committee (RAAC) Bylaw No. 2904, 2023 for information, and that staff send the draft bylaw to the municipalities within the regional district requesting a response indicating their interest in utilizing the RAAC by August 7, 2023.

Pros to a RAAC

- Provides support to the municipalities that may not have sufficient volunteers within their communities to form an accessibility advisory committee.

- With one accessibility advisory committee there would be consistent messaging and objectives to remove barriers within the accessibility plans throughout the region.
- There would be opportunities for the RDCK and municipalities to share resources or materials.

Cons to a RAAC

- The meeting schedule for the RAAC would be dependent on the RDCK and the municipalities that require assistance.
- The demand on the RAAC to advise the RDCK and municipalities may be considerable for a volunteer committee without remuneration.
- Coordinating meetings around many staff’s schedules and workload may be difficult.

Option 2

RDCK Accessibility Advisory Committee

That the Board direct staff to prepare a RDCK Accessibility Advisory Committee bylaw to support the RDCK with the development and updates of its accessibility plans and mechanisms for receiving public feedback on accessibility.

Pros

- Focus is on the RDCK accessibility plan for its programs, services, initiatives or facilities.
- Less demand on the RAAC as a volunteer committee.
- The meeting schedule would be predictable and staff would be able to plan in advance.

Cons

- Not providing the support that may be needed to the municipalities who may not have sufficient volunteers to form an accessibility advisory committee.
- Varying messaging and objectives throughout the region and the accessibility plans – doubling up on work.

SECTION 5: RECOMMENDATIONS

That the Board receive the draft Regional Accessibility Advisory Committee (RAAC) Bylaw No. 2904, 2023 for information, and that staff send the draft bylaw to the municipalities within the regional district requesting a response indicating their interest in utilizing the RAAC by August 7, 2023.

Respectfully submitted,
 Angela Lund, Deputy Corporate Officer

CONCURRENCE

Manager of Corporate Administration – Mike Morrison	Approved
Chief Administrative Officer – Stuart Horn	Approved

ATTACHMENTS:

Attachment A – Draft Regional Accessibility Advisory Committee Bylaw No. 2904, 2023

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2904

A Bylaw to establish the Regional Accessibility Advisory Committee to assist in identifying, removing and preventing barriers concerning accessibility to individuals in or interacting with the Regional District of Central Kootenay.

WHEREAS the Regional Accessibility Advisory Committee is a Standing Committee of the Regional District of Central Kootenay (RDCK) Board established in accordance with the *Accessibility British Columbia Act*;

AND WHEREAS the Regional Accessibility Advisory Committee provides input and direction to the RDCK and municipalities within the RDCK on the development and updates of accessibility plans and establishing process for receiving public comments throughout the region based on inclusion and the removal of physical, virtual and attitudinal barriers;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

COMMITTEE ESTABLISHMENT

- 1 The Regional Accessibility Advisory Committee is hereby established.

DEFINITIONS

- 2 In this bylaw:

Act means the *Accessibility British Columbia Act*.

Board means the Board of the Regional District of Central Kootenay.

Committee means the Regional Accessibility Advisory Committee established in this bylaw.

Meeting Coordinator means the person who is responsible for the preparations of the Committee meetings including the agendas and minutes as established by this bylaw.

Municipality/Municipal means any of the nine municipalities within the RDCK that are without an Accessibility Advisory Committee, as per Schedule A of this bylaw.

Public Notice Posting Places means the RDCK website, RDCK social media sites and the Notice Board located at RDCK offices.

RDCK means the Regional District of Central Kootenay.

DELEGATION OF AUTHORITY

- 3** The Committee is a subordinate advisory body to the Board with no specific powers delegated to it by the Board.

PURPOSE

- 4** The Committee shall advise the RDCK/Municipality on identifying, preventing, and eliminating barriers related to accessibility to people with disabilities in regional/Municipal programs, services, initiatives and facilities. The Committee plays a pivotal role in helping the RDCK/Municipality come to be accessible and promote public engagement in accordance with the *Act*.

MEMBERSHIP

- 5** (1) The Committee shall consist of up to a maximum of twelve (12) members appointed by the Board. The Committee will endeavour to maintain the following membership criteria:
 - (a) One (1) Electoral Area Director;
 - (b) One (1) Municipal Director;
 - (c) a maximum of seven (7) and a minimum of five (5) persons with disabilities or individuals who support or represent organizations that support persons of disabilities;
 - (d) One (1) Indigenous community representative; and
 - (e) Two (2) community members.
- (2) Directors have full voting rights on the Committee. In the absence of the Director, the Alternate Director for the Electoral Area or Municipality may take the place of, vote and generally act in all matters on behalf of the absent Director.

MEMBERSHIP APPOINTMENTS

- 6** (1) The RDCK shall place advertisements in publications and on the Public Notice Posting Places to notify the public about any vacant positions on the Committee.
- (2) The Committee members whose term has not expired, shall review all applications and recommend to the Board the names of candidates for appointment to the Committee. In the event, the Committee does not meet quorum, the Board shall make the appointment recommendation.
- (3) All members of the Committee shall be appointed by resolution of the Board.
- (4) All members may be reappointed at the discretion of the Board.

- (5) The Board may, at any time, by an affirmative vote of not less than two-thirds (2/3) of the members present at the Board meeting, terminate the appointment of any or all members of the Committee.

MEMBERSHIP TERM

- 7 (1) Committee members shall be appointed up to a two (2) year term.
- (2) Terms shall vary, with half of the member's terms expiring a year prior to the other half.
- (3) Members are expected to commit to attending meetings as required. Substitute members will not be permitted unless they are appointed as an alternate.
- (4) A member of the Committee who misses three (3) consecutive meetings without the approval of the Chair or without reason satisfactory to the Committee shall be deemed to have resigned, at which time the Committee shall notify the Board in writing in order to appoint a new member.
- (5) In the event of the death, resignation or disqualification of a member of the Committee, the Board may appoint a new member.

REMUNERATION

- 8 Members of the Committee shall serve without remuneration.

DUTIES OF THE COMMITTEE

- 9 In accordance to the *Act* the Committee shall:
 - (a) Identify accessibility and inclusion barriers that RDCK/Municipality staff and community members experience or may experience in the course of interacting with the RDCK/Municipality in the following areas:
 - (i) Employment;
 - (ii) Delivery of programs and services;
 - (iii) RDCK/Municipal Facilities;
 - (iv) Transportation; and
 - (v) Information and Communications.
 - (b) Advise the RDCK/Municipality on the preparation, implementation and effectiveness of its accessibility plans;
 - (c) Review and work with staff to update the RDCK/Municipality's accessibility plan at least every three (3) years;
 - (d) Review and work with staff to development a mechanism for public feedback on accessibility.

MEETINGS AND STRUCTURE

- 10** (1) All business of the Committee shall be conducted through the forum of a duly constituted meeting. The Committee is not permitted to delegate their duties to a sub-committee.
- (2) Committee meetings held on behalf of a Municipality will work directly with the Municipal staff and will follow the meeting procedures of the Municipality. Each municipality is responsible for reporting to their respective Municipality and to take any resolutions and recommendations from the Committee to their Council.
- (3) Committee meetings held for regional accessibility will be in accordance to the RDCK Procedure Bylaw and no act or other proceeding of the Committee shall be valid unless it is authorized by resolution adopted at a duly constituted meeting of the Committee or a resolution of the Board.
- (4) Committee meetings held for RDCK accessibility will abide by the following:
- (a) All meetings will be open to the public, be held in a publicly accessible meeting place, and must provide a remote attendance option.
 - (b) The Committee shall meet a minimum of four (4) times in a year, or as otherwise convened.
 - (c) Administrative and Meeting Coordinating functions for the Committee are determined by Corporate Administration;
 - (d) The Meeting Coordinator shall provide the meeting dates and times to the Corporate Administration department to add to the RDCK website;
 - (e) Prior to each Committee meeting, the Meeting Coordinator shall prepare an agenda, which shall be circulated to the Committee members and the public at least 48 hours in advance. The Committee may waive the requirement for advance notice of the agenda in emergency situations requiring a special meeting.
 - (f) No meeting may proceed without quorum or the Chair/Acting Chair. If there is no quorum of the Commission within 30 minutes of the scheduled time for the meeting, the meeting must be postponed to the next meeting or rescheduled.

SEVERABILITY

- 11** If any section, clause, sub-clause or phrase of this bylaw is for any reason held to be invalid by the decision of the court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this bylaw.

CITATION

- 12** This Bylaw may be cited as “**Regional Accessibility Advisory Committee Bylaw No. 2904, 2023.**”

READ A FIRST TIME this [Date] day of [Month], 20XX.

READ A SECOND TIME this [Date] day of [Month], 20XX.

READ A THIRD TIME this [Date] day of [Month], 20XX.

ADOPTED by an affirmative vote of at least 2/3 of the votes cast this [Date] day of [Month], 20XX.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

DRAFT

SCHEDULE A

The Committee will advise the RDCK, and support any of the municipalities within the regional district who are unable to form their own Accessibility Advisory Committees due to the small size of their communities or due to having difficulties finding volunteers to meet the requirements in accordance to the Act.

The Committee is the standing committee for the RDCK and the following municipalities:

- _____
- _____
- _____
- _____
- _____
- _____

NOTE: The municipalities will have until August 7, 2023 to indicate if they will be added to the above list for the RAAC.

DRAFT

Requirements for Local Governments under the Accessible B.C. Regulation

Local governments are among over 750 public sector organizations listed in the [Accessible B.C. Regulation](#) and are required by September 1, 2023 to establish:

- An accessibility committee
- An accessibility plan
- A tool to receive feedback on accessibility

These requirements are intended to get organizations planning for accessibility in a way that is informed by people with disabilities. They are flexible and there are lots of different ways to approach the requirements.

Accessibility Plan

- An Accessibility Plan outlines the activities the organization plans to do to identify, remove and prevent barriers.
- Organizations can determine the content of their own plans.
- Organizations must consult with the accessibility committee, and make the plan publicly available.
- The plan must be reviewed and updated every 3 years.
- **By September 1, 2023** local governments must have a publicly available accessibility plan. This can be a draft plan, a plan that the organization is consulting on, an existing plan that is amended to include accessibility, a plan developed jointly with others, a webpage with links to strategies and plans that already exist that remove barriers, etc.

Strategies to comply:

- Local governments could adapt existing plans or strategies, such as Healthy Community Plans, Disability Assessments, Age-Friendly Plans, Official Community Plans, or Diversity and Inclusion Strategies to include language on accessibility. For example, the City of Nanaimo has included an “Access for All” section in their [City Plan – Nanaimo ReImagined](#).
- Local governments could choose to work together to create plan for a wider region.

Local governments might have a web page listing next steps in developing their accessibility plan.



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Accessibility Committee

- An Accessibility Committee provides advice to the organization on their accessibility plan and how to remove and prevent barriers.
- Accessibility committees should aim to have at least half of its members be persons with disabilities and/or represent a disability-serving organization.
- Membership should also aim to reflect the diversity of British Columbians and include Indigenous peoples.
- **By September 1, 2023** local governments must have an accessibility committee.

Strategies to comply:

- Local governments could adapt an existing committee such as an Age-friendly committee or a Healthy Communities Network with an updated terms of reference to include accessibility.
- Local governments could work with other organizations to develop a joint committee.
- Local governments could start small with a group of employees to be their first accessibility committee.
- Local governments can list their initial actions and intent to create an accessibility committee on the local government website

Feedback Mechanism

- A feedback mechanism provides a way for those in or interacting with the organization to provide feedback on barriers and the accessibility plan.
- Feedback received must be considered when updating the accessibility plan
- Feedback can be shared with the accessibility committee to support their work
- **By September 1, 2023** local governments must have a way for people to provide feedback on barriers.

Strategies to comply:

- This might be an email address, a webform, a designated individual in the organization such as a social planner, etc.

For more information please visit: [Frequently Asked Questions about the Accessible B.C. Regulation for Organizations.](#)

For questions about compliance requirements please contact:
engageaccessibility@gov.bc.ca

Resources to Support Compliance

1. DABC has created the [BC Accessibility Hub](#) website with shared resources that support all prescribed organizations. DABC also recently launched an [Accessibility Toolkit](#) that guides prescribed organizations through the process of establishing an accessibility committee, an accessibility plan and a feedback mechanism.



Scan the QR code on the right side of this page to access the Accessibility Toolkit.

Please reach out to DABC with your questions or requests for support:

aop@disabilityalliancebc.org

Current Funding Opportunities (as of May 10, 2023)

- Local governments are eligible to receive free workplace disability management assessments, and up to \$7,500 in funding to implement the recommendations. This initiative can help local governments meet requirements under the *Accessible BC Act* to have accessibility plans in place by September 2023. Please contact NIDMAR staff, Bill Dyer at bill.dyer@nidmar.ca with questions about this initiative.
- Age-Friendly Planning grants. Grants open May 16, 2023. More information can be found on the [Plan H website](#)

Future Opportunities

- Watch out for further announcements of funding during AccessAbility Week May 29 to June 3, 2023!



REQUEST FOR COUNCIL DECISION

PREPARED BY: Catherine Allaway, Corporate Officer

DATE: July 6, 2022

SUBJECT: Appointment of Voting Delegate – Municipal Insurance Association of BC

PURPOSE: To confirm the appointment of the Village's voting delegate for the MIABC Annual General Meeting.

OPTIONS:

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

1. **Confirm the appointment. *The designated appointee will be eligible to vote at the AGM.***
2. Do not update the appointments. *The alternate appointee will be eligible to vote at the AGM.*
3. Refer back to staff for further review and report.

RECOMMENDATION:

THAT Mayor Hewat be appointed as the Village of Kaslo's voting delegate for the Annual General Meeting of the Municipal Insurance Association of BC, and;
THAT _____ be appointed as the Village of Kaslo's alternate voting delegate for the Annual General Meeting of the Municipal Insurance Association of BC.

ANALYSIS:

- A. **Background:** The Annual General Meeting of the Municipal Insurance Association of BC (MIABC) is held annually in conjunction with the UBCM convention. Current representatives of the Village are former Councillor Henry Van Mill and Councillor Rob Lang (alternate) because Mayor Hewat was unable to attend the UBCM Convention last year due to her FCM commitments. Updates to the appointments are recommended. A Council resolution is required to confirm the appointments.
- B. **Discussion:** It is recommended that Mayor Hewat be appointed as the Village's voting delegate, as she has filled this role in the past and is willing to perform the required duties in 2023. It is recommended that an alternate appointment be made by the Village in case Mayor Hewat is unexpectedly unable to attend the AGM.
- C. **Attachments:** Notice from MIABC
- D. **Financial Implications:** Nil
- E. **Corporate Priority:** Nil
- F. **Environmental Considerations:** Nil
- G. **Communication Strategy:** MIABC will be advised of any changes to the Village's appointees.

From: Heidi Scribner <hscribner@miabc.org>
Sent: Tuesday, June 13, 2023 10:21 AM
To: Ian Dunlop (CAO Kaslo) <cao@kaslo.ca>
Subject: MIABC Voting Delegate

Dear Ian,

The Municipal Insurance Association of BC's (MIABC's) 36th Annual General Meeting (AGM) is scheduled to take place on Tuesday, September 19th in Vancouver in conjunction with the UBCM Convention.

In accordance with Article 6.13 of the Reciprocal Insurance Exchange Agreement (RIEA), the following voting delegate and two alternates have been registered with the MIABC to vote your interests at this year's AGM. If you would like to change the delegate and/or alternates, please forward a resolution of your Council/Board directing these changes to hscribner@miabc.org no later than Monday, August 14th, 2023.

The AGM Booklet with further voting information will be distributed on Tuesday, August 22nd, 2023.

Voting Delegate: Councillor Henry Van Mill
Email address: vanmill@kaslo.ca

Alternate #1: Councillor Rob Lang
Email address: lang@kaslo.ca

Alternate #2:
Email address:

Best regards,

Heidi Scribner
Administrator & Board Secretary

Municipal Insurance Association of BC
Email: hscribner@miabc.org
Direct: 604-449-6347
Main: 604-683-6266