



# COLUMBIA SHUSWAP REGIONAL DISTRICT

## Regular Board Meeting

### AGENDA

**Date:** Thursday, January 18, 2024  
**Time:** 9:30 AM  
**Location:** CSR Boardroom  
555 Harbourfront Drive NE, Salmon Arm

[Zoom Link Registration](#)

Pages

1. Land Acknowledgement

We acknowledge that we are meeting in service to the Columbia Shuswap Regional District which is on the traditional and unceded territories of the Secwepemc, Syilx Okanagan, Sinixt and Ktunaxa Nation. We are privileged and grateful to be able to live, work and play in this beautiful area.

Declaration on the Rights of Indigenous Peoples Act  
Article 31:

1. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions.

2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

2. Call to Order

3. Adoption of Agenda

THAT: the Regular Board meeting agenda be approved.

4. Meeting Minutes

#### 4.1 Adoption of Minutes

1

THAT: the minutes attached to the Regular Board Meeting Agenda be adopted.

#### 4.2 Business Arising from the Minutes

Item 8.1 for discussion.

### 5. Announcements

#### 5.1 Shuswap Tourism Marcom and Viddy Awards

2023 MarCom Platinum Awards - Shuswap Tourism received two Platinum MarCom Awards from the International Association of Marketing and Communications Professionals.

- Shuswap Tourism X One Peak Creative - Have a Local Plan Your Vacation, Social Media Ad Campaign
- Shuswap Tourism X Toliver Design - Experience The Shuswap, Brochure Design

2023 Viddy Platinum Award - Shuswap Tourism received a Platinum Viddy Award, an international competition recognizing outstanding achievement in video and digital production skills.

- Shuswap Tourism X One Peak Creative - Have a Local Plan Your Vacation, Social Media Video, Short Form

### 6. Correspondence

#### 6.1 For Information

THAT: the Board receive the correspondence attached to the Regular Board Meeting Agenda.

- |              |  |           |
|--------------|--|-----------|
| <b>6.1.1</b> | <b>Thompson-Nicola Regional District (December 6, 2023)</b>  | <b>19</b> |
|              | Letter to Premier Eby and Minister Ma regarding the proposed Emergency and Disaster Management Act.                          |           |
| <b>6.1.2</b> | <b>District of Sicamous (December 11, 2023)</b>  | <b>20</b> |
|              | Letter to Minister Fleming and Minister Rodriguez regarding the Trans-Canada Highway R.W. Bruhn Bridge & Approaches Project. |           |
| <b>6.1.3</b> | <b>Regional District Central Kootenay (December 20, 2023)</b>  | <b>43</b> |
|              | Letter to Premier Eby and Minister Ma regarding feedback on Emergency and Disaster Management Act.                           |           |

|               |   |     |
|---------------|---|-----|
| <b>6.1.4</b>  | <b>Thompson-Nicola Regional District (December 29, 2023)</b>  | 46  |
|               | Letter to Premier Eby, Minister Ma and Minister Kang expressing concerns about the Emergency and Disaster Management Act.                           |     |
| <b>6.1.5</b>  | <b>Ministry of Emergency Management and Climate Readiness (December 29, 2023)</b>   | 48  |
|               | Letter from Teresa Dobmeier, Associate Deputy Minister in response to Board Chair's letter regarding Emergency Support Services (ESS) remuneration. |     |
|               | Click to view <a href="#">Board Chair's letter dated November 9, 2023</a> .   |     |
| <b>6.1.6</b>  | <b>Cariboo Regional District (December 2023)</b>  | 49  |
|               | Letter to Minister Heyman regarding the Emergency and Disaster Management Act.  |     |
| <b>6.1.7</b>  | <b>BDO Audit Planning Report for Year Ending December 31, 2023</b>  | 52  |
| <b>6.1.8</b>  | <b>Southern Interior Local Government Association (SILGA)</b>   | 102 |
|               | 2024 Constitution amendments.   |     |
| <b>6.1.9</b>  | <b>Southern Interior Local Government Association (SILGA) (December 12, 2023)</b>   | 103 |
|               | 2024 call for nominations and resolutions.  |     |
| <b>6.1.10</b> | <b>Parks Canada (January 3, 2024)</b>   | 107 |
|               | Notification letter from Kathleen Wilker, Special Project Advisor - Community Plans, advising of a community plan project in Field, BC.             |     |

## **6.2 Action Requested**

None.

## **7. Committee Reports and Updates**

### **7.1 For Information**

THAT: the Board receive the committee minutes attached to the Regular Board Meeting Agenda.

|              |   |     |
|--------------|---|-----|
| <b>7.1.1</b> | <b>Shuswap North Okanagan Rail Trail Briefing Note (December 7, 2023)</b> | 108 |
| <b>7.1.2</b> | <b>Shuswap Watershed Council Meeting Minutes (December 13,2023)</b>       | 115 |

## 7.2 Action Requested

None.

## 8. Business General

### 8.1 SILGA, UBCM and FCM Non-Enforcement of Docks and Buoys Resolution

From the December 8, 2023 Board meeting:

THAT: the Board prepare a resolution for SILGA, UBCM, and FCM regarding non-enforcement of docks and buoys by the provincial government.

In 2017 the CSRD submitted a resolution to SILGA regarding dock and buoy regulation. Click to view the [resolution that was presented to and endorsed by the UBCM membership](#). See document page 149/pdf page 151 of the [2017 UBCM Annual Report & Resolutions](#) for additional information regarding resolutions submitted by other local governments pertaining to docks and buoys.

## 9. Business By Area

### 9.1 Electoral Area G: Loftus Lake Fen Trail – Construction Services

128

Report from Kristina Flackman, Community Parks and Recreation Coordinator, dated Dec 21, 2023. Sole source trail construction services for the Loftus Lake Fen Trail to the Shuswap Trail Alliance.

THAT: the Board empower the authorized signatories to enter into an agreement with The Shuswap Trail Alliance to provide construction services for the Loftus Lake Fen Trail, for a total cost not to exceed \$78,557.10.

*Corporate Vote Weighted*

### 9.2 Electoral Area E: Sicamous/Area E Economic Opportunity Fund Application – Pump Track

144

Report from Jodi Pierce, General Manager, Financial Services, dated December 19, 2023. Funding request for consideration.

THAT: the District of Sicamous and the Electoral Area E Director support use of funds from the Sicamous and Area E Economic Opportunity Fund for the construction of a Pump Track at Finlayson Park.

*Stakeholder Vote Weighted – EA E Director and District of Sicamous Director*

THAT: the Board approve funding from the Sicamous and Area E Economic Opportunity Fund in the amount of \$250,000 for the construction of a Pump Track at Finlayson Park.

*Corporate Vote Unweighted Majority*



**9.3 Electoral Areas B, C, E, F and G: Grant in Aids**

147

Report from Jodi Pierce, General Manager, Financial Services, dated January 6, 2024. Funding requests for consideration.

THAT: the Board approve the following allocations from the 2024 electoral area Grant-in-Aids:

Area B

\$2,000 Trout Lake Volunteer Fire Department (operating costs)

Area C

\$250 Sorrento Lakeview 4H Club (signage and equipment)

\$5,000 White Lake Community Hall Society (insurance costs)

Area E

\$1,600 Shuswap Amateur Radio Club (operating costs)

Area F

\$400 Shuswap Amateur Radio Club (operating costs)

Area G

\$500 Sorrento Lakeview 4H Club (signage and equipment)

\$5,000 Sorrento Food Bank (operating costs)

*Stakeholder Vote Weighted - Electoral Area Directors*

**9.4 Electoral Area A: Active Communities Grant - Field Recreation Advisory Association**

150

Report from Jodi Pierce, General Manager, Financial Administration dated January 10, 2024. Support for grant application.

THAT: the Board provide a resolution of support in principle for the submission of a grant application in the amount of \$47,845 to the BC Alliance for Healthy Living Active Communities Grant Program on behalf of the Field Recreation Advisory Association for equipment and instructors at the community gym in the unincorporated community of Field in Electoral Area A of the CSRD;

AND THAT: the CSRD is unable to commit to endorsement of any CSRD involvement/resources in this project other than the support of the application and the conduit of funds and reporting as required, if successful.

*Corporate Vote Unweighted*

**9.5 Electoral Area D: Strategic Priorities, Community Works Funds - Falkland Stampede Ground Renovations**

153

Report from Jodi Pierce, General Manager, Financial Services, dated January 11, 2024. Funding request for consideration.

THAT: in accordance with Policy F-3 “Electoral Area Community Works Fund – Expenditure of Monies”, access to the Community Works Fund be approved up to \$466,543 including taxes from the Strategic Priorities Community Works Fund for Falkland Stampede Grounds Renovations.

*Stakeholder Vote Weighted – Electoral Area Directors*

**10. Administration Bylaws**

None.

**11. Delegations & Guest Speakers**

**11.1 Wildfire Community Recovery Management Services Update**

Presentation from Michael Higgins, Director Climate Readiness and Community Recovery, Colliers Project Leader

**11.2 Shuswap Economic Development Society**

John Reed, Executive Director, Shuswap Economic Development Society to present 2024 workplan.

**12. Public Question & Answer Period**

Click to view the [Public Question Period Guidelines](#).

**13. CLOSED (In Camera)**

THAT: pursuant to Section 90(1) of the Community Charter, the subject matter being considered relates to the following:

(g) litigation or potential litigation affecting the municipality;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

AND THAT: the Board close this portion of the meeting to the public and move to into the Closed Session of the meeting.

**14. Development Services Business General**

None.

15. **ALR Applications**

None.

16. **Development Services Business by Area**

None.

17. **Planning Bylaws**

17.1 **All Electoral Areas: Subdivision Servicing Amendment Bylaw No. 680-1**

160

Report from Christine LeFloch, Planner III, dated December 22, 2023. Minor amendments to Bylaw No. 680.

THAT: "Subdivision Servicing Amendment Bylaw No. 680-1" be read a second time, as amended, this 18<sup>th</sup> day of January, 2024.

*Stakeholder Vote Unweighted (LGA Part 14) Majority*

THAT: "Subdivision Servicing Amendment Bylaw No. 680-1" be read a third time, this 18<sup>th</sup> day of January, 2024.

*Stakeholder Vote Unweighted (LGA Part 14) Majority*

THAT: "Subdivision Servicing Amendment Bylaw No. 680-1" be adopted, this 18<sup>th</sup> day of January, 2024.

*Stakeholder Vote Unweighted (LGA Part 14) Majority*

18. **Release of Closed Session Resolutions**

Attached to minutes, if any.

19. **Next Board Meeting**

Thursday, February 15, 2024 at 9:30 AM.

CSRD Boardroom, 555 Harbourfront Drive NE, Salmon Arm.

20. **Adjournment**

THAT: the Regular Board meeting be adjourned.



## REGULAR BOARD MEETING MINUTES

**Note: The following minutes are subject to correction when endorsed by the Board at the next Regular meeting.**

Date: December 8, 2023  
 Time: 9:30 AM - 2:30 PM  
 Location: CSRD Boardroom  
 555 Harbourfront Drive NE, Salmon Arm

|                     |                            |   |
|---------------------|----------------------------|---|
| Directors Present   | K. Cathcart^               | Electoral Area A Director                                     |
|                     | D. Brooks-Hill^            | Electoral Area B Director                                     |
|                     | M. Gibbons                 | Electoral Area C Director                                     |
|                     | D. Trumbley                | Electoral Area D Director                                     |
|                     | R. Martin                  | Electoral Area E Director                                     |
|                     | J. Simpson                 | Electoral Area F Director                                     |
|                     | N. Melnychuk (Vice Chair)* | Electoral Area G Director                                     |
|                     | R. Oszust^*                | Town of Golden Director                                       |
|                     | T. Stapenhurst^*           | City of Revelstoke Alternate Director                         |
|                     | K. Flynn (Chair)           | City of Salmon Arm Director                                   |
|                     | T. Lavery^*                | City of Salmon Arm Director 2                                 |
|                     | C. Anderson*               | District of Sicamous Director                                 |
| Director Absent     | G. Sulz                    | City of Revelstoke Director                                   |
| Staff In Attendance | J. MacLean*                | Chief Administrative Officer                                  |
|                     | J. Sham                    | General Manager, Corporate Services (Corporate Officer)       |
|                     | C. Robichaud               | Deputy Corporate Officer                                      |
|                     | J. Pierce*                 | General Manager, Financial Services (Chief Financial Officer) |
|                     | G. Christie                | General Manager, Development Services                         |
|                     | B. Van Nostrand*           | Acting General Manager, Environmental and Utility Services    |

\*attended a portion of the meeting only

^electronic participation

### 1. Land Acknowledgement

We acknowledge that we are meeting in service to the Columbia Shuswap Regional District which is on the traditional and unceded territories of the Secwepemc, Syilx Okanagan, Sinixt and Ktunaxa Nation. We are privileged and grateful to be able to live, work and play in this beautiful area.

Declaration on the Rights of Indigenous Peoples Act  
Article 28:

1. Indigenous peoples have the right to redress, by means that can include restitution or, when this is not possible, just, fair and equitable compensation, for the lands, territories and resources which they have traditionally owned or otherwise occupied or used, and which have been confiscated, taken, occupied, used or damaged without their free, prior and informed consent.

2. Unless otherwise freely agreed upon by the peoples concerned, compensation shall take the form of lands, territories and resources equal in quality, size and legal status or of monetary compensation or other appropriate redress.

**2. Call to Order**

The Chair called the meeting to order at 9:32 AM.

**3. Adoption of Agenda**

Director Gibbons requested to items to be added to the agenda. Renewal of Strategic Plan discussion added as item 9.4 and Key Performance Indicators added as item 9.5.

2023-1201

**Moved By** Director Gibbons

**Seconded By** Director Melnychuk

THAT: the Regular Board meeting agenda be approved as amended.

**CARRIED**

**4. Meeting Minutes**

**4.1 Adoption of Minutes**

2023-1202

**Moved By** Alternate Director Stapenhurst

**Seconded By** Director Gibbons

THAT: the minutes attached to the Regular Board Meeting Agenda be adopted.

**CARRIED**

**4.2 Business Arising from the Minutes**

None.

**5. Announcements**

**5.1 Introduction of New Staff**

Ashleigh Heron, Accounting Clerk II

## 5.2 Employee Service Awards

### 5 Years

Tom Hansen  
Marty Herbert  
Kim Tiedeman  
Mich Snow  
Tracy Hughes  
Chelsey Adams  
Chris Smit

### 10 Years

Janine Hogan  
Loreen Matousek

### 15 Years

Jan Thingsted

### 20 Years

Reed Adams

## 6. Correspondence

### 6.1 For Information

2023-1203

**Moved By** Director Lavery

**Seconded By** Director Brooks-Hill

THAT: the Board receive the correspondence attached to the Regular Board Meeting Agenda.

#### **6.1.1 Ministry of Emergency Management and Climate Readiness (November 16, 2023)**

Letter sent to Minister Ma regarding emergency preparedness approved by the Board at the November 16, 2023 Regular Board meeting.

#### **6.1.2 Northern Rockies Regional Municipality (November 20, 2023)**

Letter to Minister Ma regarding the Emergency Program Act Regulations feedback.

#### **6.1.3 Ministry of Water, Land and Resource Stewardship (November 28, 2023)**

Union of British Columbia Municipalities (UBCM) meeting follow up from Minister Cullen.

**6.1.4 MLA Shuswap (November 28, 2023)**

Letter from MLA Kyлло to Minister of Health and Interior Health Authority Chair in support of the Shuswap Lake General Hospital expansion project.

**6.1.5 Ministry of Water, Land and Resource Stewardship (November 29, 2023)**

Letter inviting the CSRД to engage in the planning process for the Incomappleux Valley.

**6.1.6 R.W. Bruhn Bridge Letter (December 4, 2023)**

Letter from the CSRД Board sent to Ministers regarding the public safety risk posed by delays in the R.W. Bruhn bridge rebuild project

**6.1.7 Zebra and Quagga Mussels Prevention Letter (December 4, 2023)**

Letter from the CSRД Board sent to Ministers regarding the prevention of an invasion of Zebra and Quagga Mussels in BC.

**6.1.8 UBCM Canada Community Building Fund BC (November 28, 2023)**

Letter from UBCM regarding the distribution of the second Community Works Fund payment for 2023/2024.

**CARRIED**

**6.2 Action Requested**

None.

**7. Committee Reports and Updates****7.1 For Information**

2023-1204

**Moved By** Director Simpson

**Seconded By** Director Trumbley

THAT: the Board receive the committee minutes attached to the Regular Board Meeting Agenda.

**7.1.1 Thompson Regional Committee Meeting Summary (November 14, 2023)****7.1.2 Shuswap Economic Development Society 2024 Workplan and Budget**

**7.1.3 Joint Golden & Valemount Debris Committee Meeting Minutes  
(November 20, 2023)**

**CARRIED**

**7.2 Action Requested**

**7.2.1 Electoral Area Directors Committee Meeting Minutes  
(November 28, 2023)**

Committee recommendations:

1. THAT: the Board direct staff to explore options to raise priority levels in the bylaw enforcement process regarding water utilities under the drinking water protection act;  
  
AND THAT: staff bring back the options to a future EAD Committee meeting.
2. THAT: the Board prepare a resolution for SILGA, UBCM, and FCM regarding non-enforcement of docks and buoys by the provincial government.
3. THAT: the Board direct CSRD staff to explore options and present the Board with an improved communications protocol regarding drinking water risks.
4. THAT: the Board direct CSRD staff to explore options for communication regarding Carmel Beach Resort wastewater system.
5. THAT: the Board request the Ministry of Environment make a presentation at a future Board meeting regarding source water protection, spills and discharges.

Late Agenda: typographical correction

2023-1205

**Moved By** Director Simpson

**Seconded By** Director Martin

THAT: the Board direct staff to explore options to raise priority levels in the bylaw enforcement process regarding water utilities under the drinking water protection act;

AND THAT: staff bring back the options to a future EAD Committee meeting.

**CARRIED**

2023-1206

**Moved By** Director Martin

**Seconded By** Director Melnychuk



THAT: the Board prepare a resolution for SILGA, UBCM, and FCM regarding non-enforcement of docks and buoys by the provincial and federal governments.

**CARRIED**

2023-1207

**Moved By** Director Gibbons

**Seconded By** Director Melnychuk

THAT: the Board direct CSRD staff to explore options and present the Board with an improved communications protocol regarding drinking water risks.

**CARRIED**

2023-1208

**Moved By** Director Melnychuk

**Seconded By** Director Gibbons

THAT: the Board direct CSRD staff to explore options for communication regarding Carmel Beach Resort wastewater system.

**CARRIED**

2023-1209

**Moved By** Director Simpson

**Seconded By** Director Trumbley

THAT: the Board request the Ministry of Environment make a presentation at a future Board meeting regarding source water protection, spills and discharges.

**CARRIED**

## **8. Delegations & Guest Speakers**

### **8.1 Agricultural Land Commission**

Kim Grout, Chief Executive Officer and Jennifer Dyson, Commission Chair to present.

Late Agenda - presentation and information handout added

## **9. Business General**

### **9.1 Growing Communities Fund Grant Allocation**

Report from Jodi Pierce, General Manager, Financial Services dated November 28, 2023. Funding allocation to be approved.

2023-1210

**Moved By** Director Cathcart

**Seconded By** Director Martin

THAT: the Board approve option two to allocate the Growing Communities Funds (GCF) in the amount of \$3,796,000.

**CARRIED**

## **9.2 CSRD Administration Building Janitorial Services Contract Award**

Report from Jodi Pierce, General Manager, Financial Services, dated December 5, 2023. Contract award for consideration.

2023-1211

**Moved By** Director Melnychuk

**Seconded By** Director Gibbons

THAT: the Board empower the authorized signatories to enter into a three-year contract with Indigo Cleaning Services to perform janitorial services at the CSRD administration building for a total cost not to exceed \$82,800 plus applicable taxes.

**CARRIED**

## **9.3 Appointment of Chief Election Officer and Deputy Chief Election Officer**

The Local Government Act requires the Board to appoint a Chief Election Officer and Deputy Chief Election Officer for the purposes of conducting assent voting taking place on Saturday, February 3, 2024.

2023-1212

**Moved By** Director Martin

**Seconded By** Director Simpson

THAT: in accordance with Sections 58 and 170 of the Local Government Act the Board appoint Jennifer Sham as the Chief Election Officer for conducting Assent Voting and other voting in 2024;

AND THAT: the Board also appoint Crystal Robichaud as Deputy Chief Election Officer for Assent Voting and other voting in 2024.

**CARRIED**

## **9.4 Renewal of Strategic Plan**

Discussion requested by Director Gibbons.

Discussion:

Director Gibbons commented that the CSRD Board Strategic Plan expired and expressed the need for the current Board to create a strategic plan which would provide a road map to help guide future Board decisions.

The CAO stated that a new strategic plan would be included on the 2024 workplan.

## 9.5 Key Performance Indicators

Discussion requested by Director Gibbons.

### Discussion:

Director Gibbons proposed the CSRD create a quantitative assessment of the staff jobs and task timelines (e.g. building permit turnaround, bylaw complaints received vs complaints resolved) that could be compared to other peer regional districts and municipalities.

The CAO said he would welcome a discussion regarding performance levels and suggested it could be built into the strategic plan.

The meeting recessed at 10:46 AM return at 10:52 AM.

## 10. Business By Area

### 10.1 CSRD Liquid Waste Management Plan Updates

Report from Ben Van Nostrand, Acting General Manager, Environmental and Utility Services dated November 27, 2023. Amendments to the CSRD's Liquid Waste Management Plans.

2023-1213

**Moved By** Director Trumbley

**Seconded By** Director Brooks-Hill

THAT: the Board approve the recommendation to submit the amended Liquid Waste Management Plans to the Ministry of Environment and Climate Change Strategy for approval, this 8<sup>th</sup> day of December, 2023.

**CARRIED**

### 10.2 South Shuswap (Electoral Areas C & G): 2023-2027 Contribution Agreement – South Shuswap First Responders

Report from Jodi Pierce, General Manager, Financial Services, dated November 27, 2023. Formalization of annual funding contribution.

Late Agenda - typographical error in draft agreement fix

2023-1214

**Moved By** Director Gibbons

**Seconded By** Director Melnychuk

THAT: the Electoral Area C and G Directors, recommend that the Board enter into a Contribution Agreement with the South Shuswap First Responders for a five-year agreement commencing August 1, 2023.

**CARRIED**

2023-1215

**Moved By** Director Gibbons

**Seconded By** Director Melnychuk

THAT: the Board empower the authorized signatories to enter into a Contribution Agreement with the South Shuswap First Responders for a five-year agreement commencing August 1, 2023.

**CARRIED**

### **10.3 Electoral Areas C, D, F and G: Dog Control Service Contract**

Report from Marty Herbert, Manager, Building and Bylaw Services, dated November 22, 2023. Authorization for sole source contract award of Dog Control Services.

Discussion:

Electoral Area Directors requested a service review in 2024.

The Manager, Building and Bylaw Services confirmed a comprehensive report reviewing the service would be presented to the Board in 2024.

2023-1216

**Moved By** Director Gibbons

**Seconded By** Director Melnychuk

THAT: the Electoral Area C and G move Directors recommend that the Board enter into an agreement with the Commissionaires BC for the provision of dog control services for Electoral Areas C and G for a one year term commencing January 1, 2024, and expiring on December 31, 2024, this 8<sup>th</sup> day of December, 2023.

**CARRIED**

2023-1217

**Moved By** Director Gibbons

**Seconded By** Director Melnychuk

THAT: the Board enter into an agreement with the Commissionaires BC for the provision of dog control services for Electoral Areas C and G for a one year term commencing January 1, 2024, and expiring on December 31, 2024, this 8<sup>th</sup> day of December, 2023.

**CARRIED**

2023-1218

**Moved By** Director Gibbons

**Seconded By** Director Trumbley

THAT: the Board empower the authorized signatories to enter into an agreement with Commissionaires BC, for the provision of dog control services for Electoral Area D, and Electoral Area F, for a one-year term commencing January 1, 2024, and expiring on December 31, 2024, this 8<sup>th</sup> day of December, 2023.

**CARRIED**

#### **10.4 Electoral Area C: Community Works Funds – White Lake Community Hall**

Report from Jodi Pierce, General Manager, Financial Services (CFO), dated November 3, 2023. Funding requests for consideration.

2023-1219

**Moved By** Director Gibbons

**Seconded By** Director Melnychuk

THAT: in accordance with Policy F-3 “Electoral Area Community Works Fund – Expenditure of Monies”, access to the Community Works Fund be approved up to \$288,000 including taxes from the Area C Community Works Fund for building improvements at the White Lake Community Hall.

AND THAT: the Board waive policy with respect to receiving three quotes and the Society contributing 10% of the project cost.

**CARRIED**

#### **10.5 Shuswap North Okanagan Rail Trail: Sicamous to Mara Project – Construction Services**

Report from Kristina Flackman, Community Parks and Recreation Coordinator, November 23, 2023. Request to sole source the construction of the Sicamous to Mara section of the Rail Trail to the Splatsin Development Corporation.

2023-1220

**Moved By** Director Martin

**Seconded By** Director Anderson

THAT: the Board approve the authorized signatories to enter into an agreement with the Splatsin Development Corporation to construct the Sicamous to Mara section of the Rail Trail, for a term commencing February 1<sup>st</sup>, 2024 and expiring on November 30<sup>th</sup>, 2024, for a total cost not to exceed \$343,088.27 plus applicable taxes, this 8<sup>th</sup> day of December, 2023.

Discussion on the motion:

The Board asked why the construction of the trail was starting at the 0.5 kilometre mark and expressed concerns about parking and accessibility.

Community Parks Coordinator stated there were archeological finds and CSRD staff would be meeting with the District of Sicamous to discuss parking and trail access options.

**CARRIED**

## **10.6 Grant-in-Aid Requests**

Report from Jodi Pierce, General Manager, Financial Services, dated November 27, 2023. Funding requests for consideration.

Late Agenda - staff report attached

### Discussion:

Director Gibbons requested the addition of \$2,500 in Grant-in-Aid funding for the Sorrento Food Bank.

2023-1221

**Moved By** Director Martin

**Seconded By** Director Simpson

THAT: the Board approve the following allocations from the 2023 electoral area Grant-in-Aids:

### Area C

\$2,500 Sorrento Food Bank

### Area D

\$1,000 Silver Creek Community Association (business association events)

### Area E

\$1,600 Shuswap Literary Alliance (Books for Kids)

\$5,000 Malakwa Playschool Society (operating expenses)

### Area F

\$405 Shuswap Literary Alliance (Books for Kids)

\$5,000 North Shuswap Childcare Society (start-up costs)

\$1,500 Seymour Arm Snowmobile Club (trail maintenance)

### Area G

\$500 Shuswap Literary Alliance (Books for Kids)

\$16,005 Notch Hill Town Hall (water system completion)

**CARRIED**

## **11. Administration Bylaws**

### **11.1 Solid Waste Tipping Fee and Regulation Amendment Bylaw No. 5871, 2023**

Report from Ben Van Nostrand, Acting General Manager, Environmental and Utility Services, dated November 24, 2023. Solid Waste Disposal Tipping Fee and Regulation Amendment Bylaw update to reflect increasing operational costs and landfill closure liability funding.

Late Agenda - bylaw attached

2023-1222

**Moved By** Director Lavery

**Seconded By** Director Cathcart

THAT: Bylaw No. 5871, 2023, cited as “CSRD Solid Waste Disposal Tipping Fee and Regulation Bylaw No. 5871, 2023” be read a first, second and third time this 8<sup>th</sup> day of December, 2023.

**CARRIED**

2023-1223

**Moved By** Director Lavery

**Seconded By** Director Cathcart

THAT: Bylaw No. 5871, 2023, cited as “CSRD Solid Waste Disposal Tipping Fee and Regulation Bylaw No. 5871, 2023” be adopted this 8<sup>th</sup> day of December, 2023.

**CARRIED**

**11.2 Community Wood Smoke Reduction Amendment Bylaw No. 5872, 2023**

Updated bylaw to remove the "Town of Golden Air Quality Committee" reference, and citation change to reflect [new program name](#).

2023-1224

**Moved By** Director Cathcart

**Seconded By** Director Gibbons

THAT: Community Wood Smoke Reduction Amendment Bylaw No. 5872, 2023 be read a first, second, and third time, this 8th day of December, 2023.

**CARRIED**

2023-1225

**Moved By** Director Cathcart

**Seconded By** Director Gibbons

THAT: Community Wood Smoke Reduction Amendment Bylaw No. 5872, 2023 be adopted this 8th day of December, 2023.

**CARRIED**

**11.3 Shuswap North Okanagan Rail Trail Governance Amendment Bylaw No. 5873, 2023**

Administrative change to subsection 10.7 incorrectly referencing Section 6; the correct subsection is 10.6.

2023-1226

**Moved By** Director Martin

**Seconded By** Director Anderson

THAT: Shuswap North Okanagan Rail Trail Governance Amendment Bylaw No. 5873, 2023 be read a first, second, and third time this 8th day of December, 2023.

**CARRIED**

2023-1227

**Moved By** Director Martin

**Seconded By** Director Anderson

THAT: Shuswap North Okanagan Rail Trail Governance Amendment Bylaw No. 5873, 2023 be adopted this 8th day of December, 2023.

**CARRIED**

**11.4 Sorrento Waterworks Service Area Amendment Bylaw No. 5874, 2023**

Text amendment to the bylaw replacing "Electoral Area 'C'" with "Electoral Area G" and updated the Schedule A map.

Late Agenda - bylaw attached.

2023-1228

**Moved By** Director Martin

**Seconded By** Director Melnychuk

THAT: Sorrento Waterworks Service Area Amendment Bylaw No. 5874, 2023 be given first, second, and third readings, this 8th day of December, 2023.

**CARRIED**

2023-1229

**Moved By** Director Martin

**Seconded By** Director Melnychuk

THAT: Sorrento Waterworks Service Area Amendment Bylaw No. 5874, 2023 be adopted, this 8th day of December, 2023.

**CARRIED**

**11.5 2023 Five Year Financial Plan Amendment Bylaw No. 5875, 2023**

Report from Jodi Pierce, General Manager, Financial Services, dated November 30, 2023. A budget amendment is necessary to authorize the amendments to existing services.



2023-1230

**Moved By** Director Melnychuk

**Seconded By** Director Gibbons

THAT: the "2023 Five Year Financial Plan Amendment Bylaw No. 5875, 2023" be read a first, second and third time, this 8<sup>th</sup> day of December 2023.

**CARRIED**

2023-1231

**Moved By** Director Melnychuk

**Seconded By** Director Gibbons

THAT: the "2023 Five Year Financial Plan Amendment Bylaw No. 5875, 2023" be adopted, this 8<sup>th</sup> day of December 2023.

**CARRIED**

**12. Public Question & Answer Period**

Click to view the [Public Question Period Guidelines](#).

No questions from the public.

**13. Development Services Business General**

**13.1 Provincial Housing and Short Term Rental (STR) Legislation Update**

Report from Gerald Christie, General Manager, Development Services, dated November 21, 2023.

Overview of recent provincial legislative changes - Housing and STR regulations.

2023-1232

**Moved By** Director Cathcart

**Seconded By** Director Simpson

THAT: the Board receive this report for information.

**CARRIED**

**14. ALR Applications**

None.

**15. Development Services Business by Area**

None.

**16. CLOSED (In Camera)**

2023-1233

**Moved By** Director Gibbons

**Seconded By** Director Trumbley

THAT: pursuant to Section 90(1) of the Community Charter, the subject matter being considered relates to one or more of the following:

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

(c) labour relations or other employee relations;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

AND THAT: the Board close this portion of the meeting to the public and move to into the Closed Session of the meeting.

**CARRIED**

The Board moved into the Closed portion of the meeting at 12:26 PM.

The Regular meeting resumed at 1:30 PM and the Municipal Directors and Vice Chair Melnychuk left the meeting at this time.

## **17. Planning Bylaws**

### **17.1 Electoral Area E: Electoral Area E Official Community Plan Amendment Bylaw No. 840-03 and Electoral Area E Zoning Amendment Bylaw No. 841-07**

Report from Jan Thingsted, Planner III, dated November 20, 2023.  
3410 Oxbow Frontage Road, Yard Creek

2023-1234

**Moved By** Director Martin

**Seconded By** Director Simpson

THAT: "Electoral Area E Official Community Plan Amendment Bylaw No. 840-03" be adopted this 8<sup>th</sup> day of December, 2023.

**CARRIED**

2023-1235

**Moved By** Director Martin

**Seconded By** Director Simpson

THAT: "Electoral Area E Zoning Bylaw Amendment Bylaw No. 841-07" be adopted this 8<sup>th</sup> day of December, 2023.

**CARRIED**

**17.2 Electoral Area C: Electoral Area C Official Community Plan Amendment Bylaw No. 725-24 and South Shuswap Zoning Amendment Bylaw No. 701-106**

Report from Denise Ackerman, Planner II, dated November 24, 2023.  
4717 & 4719 Eagle Bay Road, Eagle Bay

2023-1236

**Moved By** Director Gibbons

**Seconded By** Director Simpson

THAT: Pursuant to Section 477 of the Local Government Act, the Board has considered “Electoral Area C Official Community Plan Amendment Bylaw No. 725-24” and “South Shuswap Zoning Amendment Bylaw No. 701-106” in conjunction with the Columbia Shuswap Regional District’s Financial Plan and Waste Management Plan.

**CARRIED**

2023-1237

**Moved By** Director Gibbons

**Seconded By** Director Simpson

THAT: “Electoral Area C Official Community Plan Amendment Bylaw No. 725-24” be read a second time as amended, this 8<sup>th</sup> day of December, 2023.

**CARRIED**

2023-1238

**Moved By** Director Gibbons

**Seconded By** Director Simpson

THAT: “South Shuswap Zoning Amendment Bylaw No. 701-106” be read a second time, this 8<sup>th</sup> day of December, 2023.

**CARRIED**

2023-1239

**Moved By** Director Gibbons

**Seconded By** Director Simpson

THAT: a public hearing to hear representations regarding “Electoral Area C Official Community Plan Amendment Bylaw No. 725-24” and “South Shuswap Zoning Bylaw Amendment Bylaw No. 701-106” be held;

AND THAT: notice of the public hearing be given by staff of the Regional District on behalf of the Board in accordance with Section 466 of the Local Government Act;

AND FURTHER THAT: the holding of the public hearing be delegated to Director Marty Gibbons, as Director of Electoral Area C being that in which the land concerned is located, or Alternate Director Margaret McCormick if

Director Gibbons is absent, and the Director or Alternate Director, as the case may be, give a report of the public hearing to the Board.

**CARRIED**

**17.3 Electoral Area C: South Shuswap Zoning Amendment Bylaw No. 701-102**

Report from Ken Gobeil, Senior Planner, dated November 24, 2023.  
5193 Ivy Rd, Eagle Bay

Late Agenda - presentation added

2023-1240

**Moved By** Director Gibbons

**Seconded By** Director Brooks-Hill

THAT: "South Shuswap Zoning Amendment Bylaw No. 701-102" be given no further readings this 8<sup>th</sup> day of December 2023.

The CAO left the meeting at 1:51 PM.

Discussion on the motion:

Director Gibbons stated that many of his constituents were opposed to the development and therefore he could not support the staff recommendation and developer's plan.

Directors who supported the staff recommendation felt the need for additional housing should be of utmost priority.

**TIE DEFEATED**

**In Favour: Directors Gibbons, Brooks-Hill and Trumbley**  
**Opposed: Directors Cathcart, Martin, and Simpson**

2023-1241

**Moved By** Director Martin

**Seconded By** Director Simpson

THAT: "South Shuswap Zoning Amendment Bylaw No. 701-102" be read a third time as amended this 8<sup>th</sup> day of December 2023.

**TIE DEFEATED**

**In Favour: Directors Martin, Cathcart, and Simpson**  
**Opposed: Directors Gibbons, Trumbley, and Brooks-Hill**

**18. Release of Closed Session Resolutions**

Revelstoke and Area Economic Development Commission Appointment

THAT: the Board appoint Andrew Eckert to the Revelstoke and Area Economic Development Commission as Public at Large, for a two-year term ending November 30, 2025.

**19. Next Board Meeting**

Thursday, January 18, 2024 at 9:30 AM.  
CSRD Boardroom, 555 Harbourfront Dr NE, Salmon Arm.

**20. Adjournment**

2023-1242

**Moved By** Director Martin

**Seconded By** Director Cathcart

THAT: the Regular Board meeting be adjourned.

**CARRIED**

2:17 PM

---

CORPORATE OFFICER

---

CHAIR



# THOMPSON-NICOLA

REGIONAL DISTRICT

The Region of BC's Best

Department: Board of Directors

December 6, 2023

Premier David Eby

Via email: [premier@gov.bc.ca](mailto:premier@gov.bc.ca)

The Honourable Bowinn Ma

Minister of Emergency Management and Climate Readiness

Via email: [EMCR.Minister@gov.bc.ca](mailto:EMCR.Minister@gov.bc.ca)

Dear Premier Eby and Minister Ma;

**Subject: Update on the Proposed Emergency and Disaster Management Act**

Please accept this letter as notification that at the November 9, 2023, Regular Board Meeting the Board of Directors adopted the following resolution:

**THAT, the Regional Board send a letter to the Minister of Emergency Management and Climate Readiness and the Premier of British Columbia, requesting more time to comment on the new Emergency and Disaster Management Act and request that they supply the funding required for the capacity and resourcing required to complete this work, and that the letter be copied to all 27 Regional Districts.**

Regional district structure and legislated authorities differ significantly from municipalities. Geographic size, population density, taxation base, employee capacity, and logistics related to collaboration with multiple neighbouring municipalities, and Indigenous governing bodies are just some of the factors that must be reviewed, considered and quantified before commenting on the proposed changes. As noted in the above resolution the TNRD Board of Directors respectfully requests more time to review the proposed changes as well as the provision of funding support to ensure adequate capacity to provide a thoughtful and comprehensive response.

Yours truly,

Barbara Roden, Chair  
Thompson-Nicola Regional District

pc: All Regional Districts in BC

**District of Sicamous**

446 Main Street  
 PO Box 219  
 Sicamous, BC  
 V0E 2V0

T: 250 836 2477  
 F: 250 836 4314  
 E: info@sicamous.ca  
 sicamous.ca



December 11, 2023

Honourable Rob Fleming, MLA  
 Minister of Transportation and Infrastructure  
 Minister.Transportation@gov.bc.ca

Honourable Pablo Rodriguez, MP  
 Minister of Transport  
 tc.ministeroftransport-ministredetransports.tc@tc.gc.ca

*DELIVERED VIA EMAIL*

**Re: Trans-Canada Highway (R.W. Bruhn Bridge & Approaches Project)**

---

Dear Honourable Ministers,

It has been six years since the one-bridge (five-lane) design for the Trans-Canada Highway 1 R.W. Bruhn Bridge and Approaches Project was announced and \$224.5 million in joint provincial-federal funding was approved.

The project continues to be delayed and the aging infrastructure, built in 1962, is falling apart and in a state of disrepair. It is disheartening that the project, which was to go to tender in 2023, will now not be tendered until next year. There is a lack of faith that this project will move forward due to broken commitments, including the change in project scope from a five-lane structure to a four-lane structure. Council was not informed of this scope change prior to the ministry's public announcement.

We wish to echo the safety concerns presented to Minister Fleming in our letter dated January 17, 2023, "Re: Public safety risk – R.W. Bruhn Bridge Trans-Canada Highway."

The current state of the Trans-Canada Highway is a hazard to public safety. Numerous accidents have occurred and in the most devastating circumstances, have resulted in the loss of life. The bridge is narrow and undivided with nowhere for vehicles to turn to and avoid collision. The intersection at Old Spallumcheen Road is extremely dangerous for motorists. Visibility is limited and westbound traffic must stop on the bridge as vehicles turn left onto Old Spallumcheen Road. Without a proper multi-use path or active transportation barrier, the safety of pedestrians and cyclists remains an issue.

Included with our letter, was a report from Sicamous RCMP Detachment Sergeant Murray McNeil, which stated he believes the bridge "represents one of the more dangerous sections of Hwy 1 between Chase and Golden." Sgt. McNeil has provided the District with a current report, which has been enclosed for your reference.

The poor state of our national highway, a vital corridor for domestic and commercial use, is alarming.

On multiple occasions, large pieces of concrete from the outside deck of the bridge have broken free. In 2022, a concrete piece was brought into the District office after it nearly landed on pedestrians walking under the bridge. In 2011, a strip of concrete fell onto a watercraft in the Sicamous Narrows. In response to the latter incident, a ministry spokesperson was quoted in the *Eagle Valley News*, saying "any portion of the bridge that shows even the slightest sign of chipping or flaking will be reinforced". Please confirm this commitment is being upheld.

Further, we request the District be provided with current bridge inspection reports.

This fall, the Union of BC Municipalities (UBCM) endorsed [Resolution EB65 Trans-Canada Highway Improvements](#) sponsored by the District of Sicamous which calls on the Province to initiate projects currently identified in the 2021 [Highway 1 - Kamloops to Alberta - Four-Laning plan](#) to improve the safety, reliability and capacity of the Trans-Canada Highway. We understand the Province will offer an official response to this resolution. However, we would appreciate a timely response to the concerns outlined in this letter from our provincial and federal representatives. The District recognizes the scale of the project and the challenges that may be involved from an archaeological and environmental standpoint.

We urge you to put public safety first and not delay the replacement of the R.W. Bruhn Bridge, the Trans-Canada Highway, any further.

Sincerely,

A handwritten signature in black ink that reads "Colleen Anderson". The signature is fluid and cursive, with the first name "Colleen" being more prominent than the last name "Anderson".

Colleen Anderson, Mayor  
**DISTRICT OF SICAMOUS**

- Enc. Sicamous RCMP Police Files Involving R.W. Bruhn Bridge 2016–Present  
District Letter to Minister Fleming (January 17, 2023)  
MLA Kylo Letter to Minister Fleming (January 23, 2023)  
Response Letter from Minister Fleming (March 14, 2023)  
Columbia Shuswap Regional District Letter (December 4, 2023)
  
- cc. Mel Arnold, MP North–Okanagan Shuswap  
Sergeant Murray McNeil, Sicamous RCMP Detachment  
Trevor Halford, MLA, Shadow Minister for Transportation and Infrastructure  
Greg Kylo, MLA Shuswap  
Erik Lachmuth, District Manager, Okanagan Shuswap District, MoTI  
Columbia Shuswap Regional District Board of Directors  
Mayor Alan Harrison, City of Salmon Arm  
Mayor Gary Sulz, City of Revelstoke  
Mayor Ron Oszust, Town of Golden  
Sicamous & District Chamber of Commerce  
District of Sicamous Development Corporation Board of Directors





Royal Canadian Mounted Police  
Gendarmerie royale du Canada

Security Classification/Designation

Sgt. Murray McNeil  
NCO i/c Sicamous RCMP  
1125 Paradise Ave  
Sicamous, B.C.  
V0E 2V0

Your File

Sarah Kylo  
Deputy Corporate Officer  
District of Sicamous  
446 Main St. Sicamous, B.C.  
V0E 2V0

Our File

2023-11-29

**Sicamous RCMP Police Files Involving R.W. Bruhn Bridge  
2016- Present**

The following has been prepared in response to a request from the District of Sicamous Council with respect to statistical information the Sicamous RCMP has in relation to the Bruhn Bridge.

A search was conducted within the Sicamous RCMP database for files related to the Bruhn Bridge. This search would include any report made by an RCMP officer which contained mention of the Bruhn Bridge. I have included any report involving a motor vehicle collision, road hazard, or incident.

2016-08-07

Two vehicle collision involving a semi truck and an SUV on the bridge. The driver of the SUV was attempting to turn left off Hwy 1 onto Old Spallumcheen Road when a westbound semi truck struck the rear of the stopped vehicle. There were no serious injuries.  
(2016-1093)

2018-03-24

Police stopped the driver of a pickup truck traveling west on the TCH over the Bruhn Bridge. The pick up was observed crossing the center line of the bridge into the eastbound lane and into the path of an oncoming semi truck. The driver of the pick up truck was stopped and signs of impairment by alcohol were noted. A 24 hour prohibition was issued to the driver.  
(2018-314)

2018-07-23

Report received of an elderly male operating a mobility scooter on the bridge on the wrong side of the road. The man was not located by police. (2018-1068)

2018-08-08

23 year old female died while attempting a recreational jump from the bridge into the channel below. The female had jumped with a male friend. The female was rendered unconscious from the jump and she was not revived. (2018-1221)

2018-10-02

Police received a report of a football sized rock in the westbound lane of TCH on the Bruhn Bridge. Highway maintenance was advised to remove the obstruction. (2018-1603)

2019-02-12

Multiple semi trucks were jack knifed on CPR Hill just to the west of the Bruhn Bridge. The highway was ice covered with snow falling. Multiple trucks were towed and the drivers put on chains to gain traction. The highway traffic was delayed for some time before the trucks could be cleared from the roadway. (2019-02-12)

2019-03-17

Police received a report from the driver of an eastbound semi truck who reported a westbound small black car almost struck him head on in his lane as he crossed the Bruhn Bridge. The semi driver reported braking hard and moving as far to the right as possible to avoid the collision on the narrow bridge deck. (2019-276)

2019-07-05

Report of a large pothole on the Bruhn Bridge which had damaged the tires of several vehicles. Police attended and noted 7 vehicles had blown tires. Highway maintenance was called to patch the pothole. (2019-821)

2019-09-02

Report received of two teens in bathing suits on the Bruhn Bridge with one straddling the railing preparing to jump to the channel below. Police attended and noted lots of boat traffic but no swimmers and nobody on the bridge. The bridge deck is 60' above the water in the channel. (2019-1294)

2019-09-09

Police located a large rock on the western side approach to the Bruhn Bridge which had fallen from the cliffs overlooking Old Spallumcheen Road. (2019-1338)

2019-12-31

Police attended to CPR hill just to the west of the Bruhn Bridge for several jack knifed semi trucks that were blocking both lanes of the TCH. The road conditions were poor with ice on the roadway. Police were on site for approximately 4 hours while traffic was cleared and conditions were improved. (2019-1900)

2020-02-14

Driver reported his westbound vehicle was clipped by an eastbound semi truck on the Bruhn Bridge. There was significant damage noted to his vehicle which had been struck. No injuries reported. (2020-166)

2020-04-03

Police located an eastbound vehicle driving down the center of the Bruhn Bridge straddling the center line and occupying both east and west lanes of the bridge. The driver was stopped and signs of impairment by drugs were observed by the officer. The driver had his license suspended and his vehicle was impounded. (2020-358)

2020-10-27

Police attend to a four vehicle collision on the Bruhn Bridge. A westbound car was stopped in traffic signaling a left hand turn onto Old Spallumcheen Road. A westbound SUV stopped in traffic behind the first vehicle. A westbound semi truck then rear ended the SUV, pushing in into the bridge rail and the vehicle signaling a left hand turn. The railing to the bridge suffered heavy damage as the Jeep SUV was pushed on top of the railing. Both SUVs were destroyed in the collision. The semi truck driver was issued a ticket for causing the collision. (2020-1785)

2020-10-27

Single vehicle collision with a van striking the curb of the bridge and losing control coming to rest in the middle of the Bruhn Bridge. The driver stated a semi truck traveling in the opposite direction crossed the double solid line into his lane forcing him to strike the curb. Witnesses later confirmed there was no semi truck and that the driver of the van was simply driving too fast to safely enter the bridge when he struck the curb losing control. The bridge guard rail suffered heavy damage from the van. (2020-1783)

2021-05-20

The driver of a car fails to stop for police in the Canoe area and is observed by witnesses driving dangerously eastbound toward Sicamous. The driver strikes an RCMP spike belt which was deployed by police at the east end of the bridge, loses control of the car, and rolls the vehicle several times killing the adult passenger in the vehicle. The driver is sentenced to prison for his actions. (2021-580)

2021-08-08

Three vehicle collision on the Bruhn Bridge involving 10 passengers, 8 of whom went to hospital by Ambulance with minor injuries. Traffic was stopped on the bridge when the driver of a vehicle rear ended a stopped car which pushed the car into the vehicle ahead. Two of the three vehicles required tow trucks to remove them. (2021-1159)

2021-08-28

Police observe an eastbound vehicle traveling at 127km/h on the bridge which had a posted speed of 70km/h at the time. The driver was issued an excessive speeding ticket and his vehicle was impounded. (2021-1293)

2021-08-29

A single motorcyclist loses control on the Bruhn Bridge and crashes. The motorcycle was blocking a lane of the bridge. No serious injury to the rider. (2021-1302)

2021-11-07

Police attend to a two vehicle collision on the bridge. An eastbound pick up crossed the double solid line into the path of a westbound pick up. The driver of the pick up was taken to hospital with serious injuries. The driver of the westbound truck died at the scene. (2021-1638)

2021-12-27

A two vehicle collision occurs at the east end of the Bruhn Bridge. There were no injuries. (2021-1821)

2022-07-28

Four vehicle collision on the west end of the Bruhn Bridge. A westbound car had stopped in traffic signaling a left hand turn onto Old Spallumcheen road with westbound vehicles behind it slowing. A westbound semi truck struck one of the westbound vehicles before crossing the double solid line and striking an eastbound pick up truck. The pick up truck was then pushed up onto the guard rail in an extremely dangerous manner as the truck was suspended on the guard rail several meters above the ground below. The driver had to be extracted from the pick up truck once it was secured. There were no life threatening injuries in this incident however the bridge railing was destroyed where the pick up truck became entangled. (2022-1077)

2023-06-29

Citizens report large potholes on the deck of the Bruhn Bridge with concerns for safety of motorcyclists. Police attended and advised highway maintenance of the hazard. (2023-961)

2023-06-29

Report of several youths jumping from the Bruhn Bridge into the channel 60' below the bridge deck. Police attended and spoke with several teens on the nearby beach who denied involvement. (2023-962)

2023-07-06

Police observe a vehicle driving westbound on the Bruhn Bridge at 106km/h in the 60km/h zone. The driver is issued an excessive speeding ticket and his vehicle is impounded. (2023-1026)

This report details the incidents Sicamous RCMP have attended in the past several years on the Bruhn Bridge. The current outdated bridge is a hazard that residents of the area, tourists, and commercial truckers have had to endure for too long. The bridge itself is narrow by modern standards with very little room for eastbound and westbound vehicles to pass in the opposite direction safely.

The bridge is undivided which places added danger to all who cross it. There is nowhere for a driver to turn in an attempt to avoid a collision with a vehicle that crosses the center line and enters the travel portion of oncoming vehicle.

Westbound drivers who are attempting to turn left onto Old Spallumcheen Road do so at great risk to themselves as they must stop in traffic just after crossing the bridge if eastbound traffic prevents them from completing their turn. These vehicles are at great risk of being struck from behind by the inattentive drivers of following westbound vehicles.

Eastbound traffic descending the steep hills prior to the bridge have to follow the turn in the highway onto the bridge while being prepared to stop for traffic turning from Old Spallumcheen road.

In the winter months, snow and ice can accumulate on the steep hill to the west of the bridge causing ill prepared drivers to lose traction and become stuck. This quickly causes traffic to come to a stop on the bridge.

Crossing the bridge on foot or on a bicycle while approximately 60' above the channel on the narrow sidewalk is a dangerous task. A pedestrian or cyclist can easily be struck by a vehicle that strikes the guardrail or is pushed up onto the sidewalk.

I believe the Bruhn Bridge represents one of the more dangerous sections of Hwy 1 between Chase and Golden and that for the above noted reasons its replacement should be a priority.



Sgt. Murray McNeil  
NCO i/c Sicamous RCMP

January 17, 2023

Honourable Rob Fleming, M.L.A.  
Minister of Transportation and Infrastructure  
Minister.Transportation@gov.bc.ca

*DELIVERED VIA EMAIL*

**Re: Public safety risk - R.W. Bruhn Bridge (Trans-Canada Highway)**

---

Dear Minister Fleming,

The District of Sicamous is writing to request that there be no further delays to the R.W. Bruhn Bridge replacement project and that the project be expedited due to serious concerns for public safety. The Trans-Canada Highway (TCH) is one of the busiest highways in Canada.

Four years have passed since the ministry announced that the one-bridge design was identified for the project after extensive consultation with the District and the public. The government news release issued on December 12, 2018, states that design work would take approximately two years "with construction activities anticipated to begin in 2020."

However, the District recently learned, that while the project remains on budget, it faces more setbacks before it can go to tender. In the meantime, this critical piece of infrastructure continues to pose a safety risk to motorists and pedestrians. In addition, bridge closures and delays impact the public's ability to access essential and emergency services in a timely manner.

Sergeant Murray McNeil from the Sicamous RCMP Detachment prepared a report for the District outlining incidents related to the bridge since 2016. In his report, he states that the bridge "represents one of the more dangerous sections of Hwy 1 between Chase and Golden" for cited concerns. Such concerns include that the bridge is undivided, its narrowness, the turn onto the bridge when approaching eastbound and the dangers of the Old Spallumcheen Road intersection among others. Sgt. McNeil's report has been enclosed for your reference.

More recently, the bridge was closed in both directions due to a multiple-vehicle accident in which a pickup truck was pushed onto the westbound guardrail and left suspended over the bridge. As a result of this accident, eight passengers were taken to hospital with one motorist transferred by air to Royal Inland Hospital in Kamloops. The bridge railing saw extensive damage. The current temporary repair is unacceptable for the safety of motorists who travel east and westbound on the TCH every single day.

Following the above-mentioned closure, the bridge was reduced to single-lane alternating traffic at 30km/h while the temporary repair was completed. The speed approaching the bridge remains reduced at 50 km/h and there have been no improvements to the bridge beyond the initial repair. Photos of the repair have been enclosed for your reference.

This is not the first major collision on the bridge. There have been numerous others in which lives have been lost.

Further, there have been multiple occasions in which concrete from the outside deck of the bridge has broken free. This fall, a concrete piece was brought into the District office after it landed near pedestrians passing under the bridge. In 2011, a strip of concrete approximately three feet fell onto a boat passing through the channel. At that time, the *Eagle Valley News* reported that Kate Trotter, spokesperson for the ministry, said that "any portion of the bridge that shows even the slightest sign of chipping or flaking will be reinforced." So far, we have been fortunate that no one has been hurt by the falling debris.

Due to the reasons outlined in this letter, the District continues to be concerned for the safety of motorists and pedestrians using the bridge on the TCH. It is imperative that the replacement of the R.W. Bruhn Bridge project be prioritized and expedited.

Thank you in advance for your immediate attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Colleen Anderson". The signature is fluid and cursive, with the first name "Colleen" being more prominent than the last name "Anderson".

Colleen Anderson, Mayor  
**DISTRICT OF SICAMOUS**

cc. Splatsin Council  
Adams Lake Indian Band Council  
Neskonlith Indian Band Council  
Mel Arnold, Okanagan-Shuswap M.P.  
Greg Kylo, Shuswap M.L.A.  
Peter Cocker, Area Roads Manager, MOTI  
Sargent Murray McNeil, Sicamous RCMP Detachment  
Columbia Shuswap Regional District Board  
Mayor Allan Harrison, City of Salmon Arm  
Mayor David Lepsoe, City of Chase  
Mayor Reid Hammer-Jackson, City of Kamloops

Encl. Photographs of R.W. Bruhn Bridge damage  
Sicamous Police Files involving R.W. Bruhn Bridge

















Royal Canadian Mounted Police  
Gendarmerie royale du Canada

Security Classification/Designation

Sgt. Murray McNeil  
NCO i/c Sicamous RCMP  
1125 Paradise Ave  
Sicamous, B.C.  
V0E 2V0

Your File

Sarah Kylo  
Deputy Corporate Officer  
District of Sicamous  
446 Main St. Sicamous, B.C.  
V0E 2V0

Our File

2022-12-19

#### **Sicamous RCMP Police Files involving R.W. Bruhn Bridge**

The following has been prepared in response to a request from the District of Sicamous Council with respect to statistical information the Sicamous RCMP has in relation to the Bruhn Bridge.

A search was conducted within the Sicamous RCMP database with the words "Bruhn Bridge". This search would include any report written by an RCMP officer which contained these words. I have included any report involving a motor vehicle collision, road hazard, or incident.

2016-08-07

Two vehicle collision involving a semi truck and an SUV on the bridge. The driver of the SUV was attempting to turn left off Hwy 1 onto Old Spallumcheen Road when a westbound semi truck struck the rear of the stopped vehicle. There were no serious injuries.

2018-07-23

Report received of an elderly male operating a mobility scooter on the bridge while operating on the wrong side of the road. The man was not located by police.

2018-08-08

23 year old female died while attempting a recreational jump from the bridge into the channel. Female had jumped with a male friend. The female was unconscious from the jump and was not revived.

2018-10-02

A football sized rock was reported in the westbound lane of the bridge. Highway maintenance removed the rock.

2019-02-12

Multiple semi trucks were jack knifed on "CPR" Hill just to the west of the bridge. The highway was ice covered with snow falling. Multiple trucks were towed and the drivers put on chains to gain traction.

2019-07-05

Report of a large pothole on the bridge which had damaged the tires of several vehicles. Police attended and noted 7 vehicles had blown tires. Highways was called to patch the pothole.

2019-09-09

Police located a large rock on the western side approach to the bridge which had fallen from the cliffs overlooking Old Spallumcheen Road.

2020-02-14

Driver reported his westbound vehicle was clipped by an eastbound semi truck on the bridge. There was significant damage noted to the vehicle which had been struck. No injuries reported.

2020-10-27

Police attend to a four vehicle collision on the bridge. A westbound car was stopped in traffic signaling a left hand turn onto Old Spallumcheen Road. A westbound SUV stopped in traffic behind the first vehicle. A westbound semi truck then rear ended the SUV pushing it into the bridge rail and the vehicle signaling a left turn. The railing to the bridge suffered heavy damage as the Jeep SUV was pushed on top of the railing. Both SUVs were destroyed in the collision. The semi truck driver was issued a ticket for the collision.

2020-10-27

Single vehicle collision with a van striking the curb of the bridge and losing control coming to rest in the middle of the bridge. The driver stated a semi truck traveling in the opposite direction crossed the double solid line into his lane forcing him to strike the curb. Witnesses to the collision informed there was no semi truck and that the driver of the van was simply driving too fast when he struck the curb losing control. The bridge guard rail suffered heavy damage from the van.



May 20, 2021

The driver of a car fails to stop for police in the Canoe area and is observed by witnesses driving dangerously eastbound toward Sicamous. The driver strikes a spike belt which was deployed by police at the east end of the bridge, loses control of the car, and rolls the vehicle several times killing the passenger in his vehicle. The driver is sentenced to prison for his actions.

2021-08-08

Three vehicle collision on the bridge involving 10 passengers, 8 of whom went to hospital by Ambulance with minor injuries. Traffic was stopped on the bridge when the driver of a vehicle rear ended a stopped car which pushed the car into the vehicle ahead. Two of the three vehicle required tow trucks to remove them.

2021-08-28

A vehicle is observed crossing the bridge at 127km/h which has a posted speed limit of 70km/h. The vehicle was found to be a rental car from Richmond. The vehicle was impounded and the driver issued a ticket.

2021-08-29

A single motorcyclist loses control on the bridge and crashes. The motorcycle was blocking a lane of the bridge. No serious injuries to the rider.

2021-11-07

Police attend to a two vehicle collision on the bridge. An eastbound pick up crossed the double solid line into the path of a westbound pick up. The driver of the pick up was taken to hospital with serious injuries. The driver of the westbound truck died at the scene.

2021-12-07

A two vehicle collision occurs at the east end of the bridge. There were no significant injuries.

2022-07-28

Four vehicle collision on the west end of the bridge. A westbound car had stopped in traffic signaling a left hand turn onto Old Spallumcheen road with westbound vehicles behind it slowing. A westbound semi truck struck one of the westbound vehicles, before crossing the double solid line and striking an eastbound pick up truck. The pick up truck was pushed up onto the guard rail in an extremely dangerous manner as the truck was suspended on the guard rail several meters above the ground below. The driver had to be extracted from the pick up truck. There were no life threatening injuries in this incident however the bridge railing was destroyed where the pick up truck became entangled.

This report details the incidents Sicamous RCMP have attended in the past several years on the Bruhn bridge. The current outdated bridge is a hazard that residents of the area, tourists, and commercial truckers have had to endure for too long. The bridge itself is narrow by modern standards with very little room for east and west bound vehicles to pass in the opposite direction safely.

The bridge is undivided which places added danger to all who cross it. There is no where for a driver to turn in an attempt to avoid a collision with a vehicle that crosses the center line and enters the travel portion of another vehicle.

Westbound drivers who are attempting to turn left onto Old Spallumcheen Road do so at great risk to themselves as they must stop in traffic just after crossing the bridge if eastbound traffic prevents them from completing their turn. These vehicles are at great risk of being struck from behind by the inattentive drivers of following westbound vehicles.

Eastbound traffic descending the steep hills prior to the bridge have to follow the turn in the highway onto the bridge while being prepared to stop for traffic turning from Old Spallumcheen road.

In the winter months, snow and ice can accumulate on the steep hill to the west of the bridge causing ill prepared drivers to lose traction and become stuck. This quickly causes traffic to come to a stop on the bridge.

Crossing the bridge on foot or on bicycle while approximately 60' above the channel on the narrow sidewalk is a dangerous task. A pedestrian or cyclist can easily be struck by a vehicle that strikes the guardrail or is pushed up onto the sidewalk.

I believe the Bruhn bridge represents one of the more dangerous sections of Hwy 1 between Chase and Golden and that for the above noted reasons its replacement should be a priority.



Sgt. Murray McNeil  
NCO i/c Sicamous RCMP





# LEGISLATIVE ASSEMBLY

of BRITISH COLUMBIA

Monday, January 23, 2023

Minister of Transportation, Rob Fleming  
[Minister.Transportation@gov.bc.ca](mailto:Minister.Transportation@gov.bc.ca)

**RE: Bruhn Bridge Project**

Dear Minister Fleming,

I am writing you today in support of the District of Sicamous and their request that there be no further delays to the long-awaited R.W. Bruhn Bridge Project.

As you are aware, this important bridge, built in 1962, crosses the Shuswap Lake on the Trans Canada Highway and is a vital corridor link for commercial and domestic use. Over the long lifespan of this bridge, many accidents, including fatal ones, have occurred. Large cement pieces have broken off, and numerous band-aid fixes have been applied on this aging piece of infrastructure. The safety concerns are numerous and further delay will only increase the risk of more serious injury or death to drivers and to pedestrians who walk below it to reach the public beach.

I fully support the District of Sicamous and the local RCMP in their plea to the Ministry of Transportation for no further delays on this dangerous section of Highway 1.

I welcome the opportunity to meet with you at your earliest convenience to review this project and to discuss the further setbacks identified by the Ministry of Transportation that is causing further delay.

Sincerely,

Greg Kylo, MLA  
Shuswap

Cc: Sicamous Mayor Colleen Anderson [CAnderson@sicamous.ca](mailto:CAnderson@sicamous.ca)  
Sicamous RCMP Detachment Commander Murray McNeil [murray.mcneil@rcmp-grc.gc.ca](mailto:murray.mcneil@rcmp-grc.gc.ca)  
Official Opposition Transportation Shadow Minister Trevor Halford [trevor.halford.MLA@leg.bc.ca](mailto:trevor.halford.MLA@leg.bc.ca)

/hc

---

**Greg Kylo**

MLA, Shuswap  
Official Opposition  
Opposition Critic for Labour

PO Box 607  
Suite 202A-371 Alexander Street NE  
Salmon Arm, BC V1E 4N7  
Phone : (250) 833-7414  
Cell : (250) 253-2645



March 14, 2023

Her Worship  
Mayor Colleen Anderson  
District of Sicamous  
446 Main Street  
PO Box 219  
Sicamous BC V0E 2V0

Reference: 315229

Dear Mayor Anderson:

**Re: R.W. Bruhn Bridge Project**

Thank you for your letter of January 17, 2023, regarding the R.W. Bruhn Bridge replacement project.

Safety is the ministry's highest priority, and you can be sure we remain committed to advancing the replacement of the R.W. Bruhn Bridge. This upgrade is a key part of our [Highway 1 - Kamloops to Alberta - Four Laning project](#), and the detailed design phase for the project is now complete, along with preliminary tree clearing. As indicated to the District of Sicamous by ministry project staff during their December 14, 2022, update, we anticipate the project will move to tender later this year, as soon as property acquisitions and BC Hydro relocations are complete, in addition to consultation with local Indigenous communities.

I have shared your concerns, as well as RCMP Sergeant Murray McNeil's letter, with ministry project staff for their information. The Highway 1 - Kamloops to Alberta - Four Laning project, including the replacement of the R.W. Bruhn Bridge, will enhance safety for motorists, cyclists and pedestrians along this key corridor, and we will be sure to continue to provide the District with updates as this work moves forward.

If you have any questions, please do not hesitate to contact Executive Project Director Jennifer Fraser at 778 362-4541 or [Jennifer.Fraser@gov.bc.ca](mailto:Jennifer.Fraser@gov.bc.ca), as she would be pleased to assist you.

.../2

Thank you again for taking the time to write.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Fleming". The signature is fluid and cursive, with the first name "Rob" being more prominent than the last name "Fleming".

Rob Fleming  
Minister

Copy to: Jennifer Fraser, Executive Project Director  
Highway Reinstatement Program

Peter Cocker, Area Road Manager  
Okanagan Shuswap District



# COLUMBIA SHUSWAP REGIONAL DISTRICT

555 Harbourfront Drive NE, PO Box 978, Salmon Arm, BC V1E 4P1  
 T: 250-832-8194 | F: 250-832-3375 | TF: 1-888-248-2773 | [www.csr.bc.ca](http://www.csr.bc.ca)

December 4, 2023

Sent by email:

Honourable Pablo Rodriguez, Minister of Transport  
[TC.MinisterofTransport-MinistredesTransports.TC@tc.gc.ca](mailto:TC.MinisterofTransport-MinistredesTransports.TC@tc.gc.ca)

Honourable Rob Fleming, Minister of Transportation and Infrastructure  
[Minister.MOTI@gov.bc.ca](mailto:Minister.MOTI@gov.bc.ca)

Dear Ministers:

## **Re: R.W. Bruhn Bridge – Public Safety Risk**

At the November 16, 2023 Board meeting, the Columbia Shuswap Regional District (CSRD) Board of Directors discussed safety concerns after the Ministry of Transportation and Infrastructure advised the District of Sicamous the R.W. Bruhn Bridge rebuild project has been delayed another year. The Board unanimously adopted a resolution to send a letter expressing their concerns about the current state of disrepair of the Bruhn Bridge.

We acknowledge the scope and impact of the project has significant technical, environmental, and archaeological considerations, but we implore the Province to take the impact on locals and visitors into account, most importantly the safety issues and traffic flow.

The delay of the project poses a serious hazard to all users of the Trans-Canada Highway, including motorists, cyclists, and pedestrians who travel that corridor. The bridge is narrow, has high volumes of motorists and commercial traffic. This project aims to enhance safety and traffic flow over the bridge and at local road connections.

Extended closures of the Trans-Canada Highway due to severe accidents and substandard, inadequate repairs of the bridge have become commonplace. Directors often worry about learning of another incident involving the bridge that could result in residents or other travellers suffering injury or loss of life.

The CSRD Board is troubled by the lack of progress, and the prolonged and ongoing setbacks of the replacement of the Bruhn Bridge, which has been approved for redevelopment since 2018. The bridge is part of a transcontinental travel system, providing a major connection through all ten provinces of Canada and is recognized as one of the longest routes of its type in the world.

#### ELECTORAL AREAS

A GOLDEN-COLUMBIA  
 B REVELSTOKE-COLUMBIA

C EAGLE BAY-WHITE LAKE-TAPPEN  
 D FALKLAND-SALMON VALLEY

E SICAMOUS-MALAKWA  
 F NORTH SHUSWAP-SEYMOUR ARM  
 G BLIND BAY-SORRENTO-NOTCH HILL

#### MUNICIPALITIES

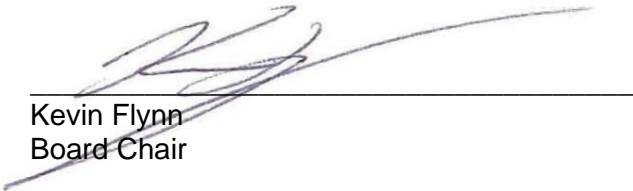
GOLDEN  
 REVELSTOKE  
 SALMON ARM  
 SICAMOUS

Accordingly, this letter is to relay our request to give this crucial reconstruction project top priority and expedite the process without further delay.

Yours truly,

**COLUMBIA SHUSWAP REGIONAL DISTRICT**

Per:



---

Kevin Flynn  
Board Chair

KF/jf

cc: City of Salmon Arm  
Local Chambers of Commerce: Salmon Arm, Sicamous, South Shuswap, North Shuswap  
Economic Development Societies  
Shuswap Economic Development Society  
Venture Kamloops  
Central Okanagan Economic Development Commission  
Shuswap Tourism  
Thompson Okanagan Tourism Association  
Tourism Kelowna



December 20, 2023

Premier David Eby

Via email: [premier@gov.bc.ca](mailto:premier@gov.bc.ca)

The Honourable Bowinn Ma

Minister of Emergency Management and Climate Readiness

Via email: [EMCR.Minister@gov.bc.ca](mailto:EMCR.Minister@gov.bc.ca)

Dear Premier Eby and Minister Ma:

**RE: Feedback on EDMA Regulations for Local Authorities and Disaster Financial Assistance**

Please accept this letter as notification that at the December 14, 2023, Regular Board Meeting the Regional District of Central Kootenay Board of Directors adopted the following resolution:

**That the Regional District of Central Kootenay Board send a letter to the Minister of Emergency Management and Climate Readiness and the Premier of British Columbia, requesting more time to provide feedback to the Province on its new regulations for post-emergency financial assistance (often referred to as “disaster financial assistance” or “DFA”) and Regulations for Local Authorities related to the Emergency and Disaster Management Act, and that the letter also request that the Province provide supplemental funding to address the capacity and resourcing required to complete this work, and that the letter be copied to all 27 Regional Districts.**

In principle, the RDCK supports the EDMA, accompanying regulations, and proposed changes to DFA as bold steps in a positive direction to address the changing hazard landscape in BC. While these are important changes, they are complex and reach across all areas of our district and operations. Consequently, the Board emphasises that meeting the Province’s expectations, as currently set out without additional time and resources, is not only impossible due to the substantial task, but also given the already full workload of our Board and Staff.

Given our geographic size, population density, taxation base, staff capacity, and the logistics needed for meaningful collaboration with multiple neighbouring municipalities, regional districts, and Indigenous Governing Bodies, the RDCK Board of Directors respectfully requests: 1) more time to review the new regulations for DFA and Regulations for Local Authorities related to the EDMA, and that 2) the Province provide supplemental funding to address the capacity and resourcing required to thoughtfully and comprehensively complete this work.

As indicated, we support the update of Provincial Legislation to better reflect how we are managing not only the increasing scale, frequency and cost of emergencies, but also the ability to do all we can to mitigate and

prepare for their inevitable impact. With 20 distinct jurisdictions within the RDCK, many of which who do not have comprehensive fire, water or other basic services, ensuring that we are meeting the needs of all we are responsible for requires time and capacity.

Therefore, we are hopeful for a positive response from the Province to our request. “Unreasonable haste is the direct road to error.” – Molière

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aimee Watson', written in a cursive style.

Aimee Watson  
Board Chair, Regional District of Central Kootenay

cc: All Regional Districts in BC







# THOMPSON-NICOLA

REGIONAL DISTRICT

The Region of BC's Best

Department: Board of Directors

December 29, 2023

Premier David Eby

Via email: [premier@gov.bc.ca](mailto:premier@gov.bc.ca)

The Honourable Bowinn Ma

Minister of Emergency Management and Climate Readiness

Via email: [EMCR.Minister@gov.bc.ca](mailto:EMCR.Minister@gov.bc.ca)

The Honourable Anne Kang

Minister of Municipal Affairs

Via email: [MUNI.Minister@gov.bc.ca](mailto:MUNI.Minister@gov.bc.ca)

Dear Premier Eby, Minister Ma and Minister Kang;

**Subject: *Emergency and Disaster Management Act***

Further to a letter received from the Ministry of Emergency Management and Climate Readiness dated December 14, 2023 advising of an engagement period extension to January 31, 2024 for local authorities to provide input on some of the new regulations being developed for the newly adopted *Emergency and Disaster Management Act* (EDMA), on behalf of the Thompson-Nicola Regional District Board of Directors I would like to take this opportunity to write to you directly regarding our concerns related to the implementation of one overarching local authority regulation under EDMA to serve both municipalities and regional districts.

Many of the proposed changes in the EDMA are tailored to municipalities and do not take into account the immense geographic size and unique mandate of regional districts. Noted below are a few examples of our concerns:

- While municipalities have the flexibility and leeway to spend money for the development of mitigation infrastructure such as dikes, regional districts must work through the public assent process to establish a service to fund the infrastructure. Furthermore, while municipalities would have land tenure over their own infrastructure, regional districts would most likely have to work through Crown lease processes to secure required tenure.
- Proposed changes define new “emergencies” including terrorism, rioting and security threats”. As regional districts do not have direct control over law enforcement, our role in these newly defined situations is unclear.
- The new EMDA will require local governments to consult, collaborate, and coordinate with adjacent local governments as well as neighbouring Indigenous governing bodies in all four phases of emergency management. While the TNRD supports the intent and upward trajectory of these new requirements, given the TNRD’s geographic boundaries, this will require consultation with a significant amount of governing bodies far and above the 25 First Nations with reserve land within TNRD boundaries.

MUNICIPALITIES: Ashcroft | Barriere | Cache Creek | Chase | Clearwater | Clinton  
Kamloops | Logan Lake | Lytton | Merritt | Sun Peaks

ELECTORAL AREAS: "A" "B" "E" "I" "J" "L" "M" "N" "O" "P"

December 29, 2023

Subject: Emergency and Disaster Management Act

Page 2 of 2

- Proposed changes call for a focus on intersectionality and supports for vulnerable populations, as well as animals (with the definition of animals now broadened to include pets). This is not a realistic expectation for regional districts to handle across a large geographic area. This again seems to be more municipally-oriented especially considering the TNRD does not engage in domestic pet licensing or undertake social support programs for vulnerable populations.
- Agriculture relocation is already a labour-intensive component for TNRD staff during emergencies and requires external consultants to liaise with the ranching communities and coordinate the claim process; adding further requirements for housing domestic animals will exacerbate an already complicated and onerous process.
- Regional districts represent rural and remote rural sparsely populated areas. The new requirements of EDMA will place a new and significant workload on local authorities, but regional districts will be particularly challenged. Funding proposed changes and required staffing increases will result in a negative if not unsustainable taxation impact for regional district residents.

The differences between the legislated authority of regional districts and municipalities was acknowledged by the Province in 2004 when many of the powers of municipalities were removed from the *Local Government Act* and incorporated into the *Community Charter*. At this time we respectfully request that the Province consider a similar approach through the creation of two local authority regulations under the *Emergency and Disaster Management Act*; one for regional districts and one for municipalities.

Staff from the TNRD will be providing a written submission with further details of our concerns regarding the new regulations to the [modernizeEM@gov.bc.ca](mailto:modernizeEM@gov.bc.ca) email account before the January 31, 2024 deadline

Yours truly,



Barbara Roden, Chair  
Thompson-Nicola Regional District

pc: All Regional Districts in BC



December 29<sup>th</sup>, 2023

Reference: 640346

Kevin Flynn  
Board Chair  
Columbia Shuswap Regional District  
Email: [jfreund@csrd.bc.ca](mailto:jfreund@csrd.bc.ca)

Dear Kevin Flynn:

Thank you for your correspondence received on November 9<sup>th</sup>, 2023, addressed to the Honourable Bowinn Ma, Minister of Emergency Management and Climate Readiness (EMCR), concerning the review of Emergency Support Services (ESS) remuneration. As Minister Ma is on leave, I am responding on behalf of the Minister.

I agree with the perspective shared in your letter regarding the indispensable contributions of ESS responders, many of whom are volunteers. I understand that the Columbia Shuswap Regional District (CSRD) is continuing to support wildfire evacuees into the new year. EMCR is aware that the increasing frequency and longer duration of emergency events has placed a significant strain on ESS teams.

I am aware that EMCR staff had a constructive meeting with CSRD staff on October 30<sup>th</sup>, 2023, in Salmon Arm and the need for remuneration and further recognition of ESS responders was discussed. This meeting was part of a comprehensive engagement regarding the provision of ESS as related to the Premier's Task Force on Emergency Management.

The Task Force is focusing on several key areas of emergency response, including enhancing the province's Evacuee Registration and Assistance (ERA) tool and modernizing and enhancing community delivery of Emergency Support Services (ESS), including post-wildfire support. As co-chair of the Task Force, I will ensure that your letter is shared with members so that it can be considered in relation to modernizing community supports.

Thank you again for taking the time to write and for your ongoing efforts to support evacuees impacted by wildfires.

Sincerely,

A handwritten signature in black ink, appearing to read "Teresa Dobmeier".

Teresa Dobmeier  
Associate Deputy Minister  
Ministry of Emergency Management  
and Climate Readiness

CC: The Honourable Bowinn Ma, Minister of Emergency Management and Climate Readiness

File:

0400-20/2023/EMCR

The Honourable George Heyman  
Ministry of Emergency Management and Climate Readiness  
PO Box 9010 Stn Prov Govt  
Victoria, BC V8W 9E2

Dear Minister Heyman:

Re: Emergency and Disaster Management Act

---

I write to you on behalf of the Cariboo Regional District Board of Directors to express our concerns, feedback, and hopes for the regulatory framework of the *Emergency and Disaster Management Act*. As you know, the Cariboo-Chilcotin region has faced at least one major emergency event in each of the last five years, with the sole exception of 2022, to respond to wildfires, floods, landslides, and the COVID-19 pandemic. Each of these disasters has disrupted regular business across our region, impacting 63,000 citizens living throughout 80,000 square kilometres of the Dakelh, Secwépemc, and T̓silhqot'in's unceded traditional territories.

We do not object to our public safety responsibilities under the new Act. Our emergency program already practices many of the principles enshrined under the new Act because of our geographic and cultural context. However, we are concerned by the pace of change, the increased expectations on rural regions and small communities, the capacity other agencies to work with us, and the availability of resources to meet our new responsibilities under the new Act.

The new *Emergency and Disaster Management Act* reflects very little of local governments' feedback. Much of the new Act does not reflect the realities of emergency preparedness, mitigation, response, or recovery needs for rural and remote communities. Various requirements, including those related to hazard identification and risk mitigation, are framed within the context of defined and contained urban centres, as opposed to disparate communities across rural areas. For example, the Act prescribes responsibility for Crown lands to local governments, without a funding or management mechanism in support of this responsibility. Areas for which we have no legal or regulatory authority over, and for which no funding or management model exists, will now become our responsibility when disaster strikes, despite a clear lack of authority or capacity to do so.

.../2



- 2 -

We also question our response partners the level of readiness, including Provincial ministries, agencies, and corporations. The Act prescribes new responsibilities onto local governments for lands and programs that are within the jurisdiction and authority of other public sector bodies, including the Ministry of Social Development and Poverty Reduction, the Ministry of Transportation and Infrastructure, BC Parks, the various health authorities, and various others. We have observed that they are often lacking in their level of preparedness, willingness to participate in a unified command structure, and ability to engage in a high level of interoperability. This often begins with a breakdown in early communications as many of these organizations do not designate a duty-officer or provide information about how to contact them outside of regular operating hours. A high level of coordination, cooperation, and interoperability will be required to manage our new responsibilities, and it will begin with a strong foundation based in effective communications and preparedness.

We are also concerned about the capacity and readiness of all local parties to reciprocally engage with emergency planning. The Act requires local authorities to make a “reasonable effort” to reach agreements with each Indigenous Governing Body on how we cooperatively manage emergencies in our region. However, each local government and First Nation have small numbers of staff and have several other pressing and challenging issues to divide their attention towards. There are also several overlapping claims between each First Nation, which we will require clarity and direction for from the Province, as representatives of the Crown. Overall, we're concerned that the Act and future regulations won't fully consider the time needed to strengthen and grow our regional partnerships. This is essential for working together to create improved emergency management plans that address the needs and interests of each affected local government and First Nation.

We ourselves lack the resources to support our transition under the new Act. Our Emergency Program Services have five full-time staff who are fully engaged in meeting our current obligations, and do not have capacity for increased workload. We need time to forward ideas for a policy framework and staffing to engage with fifteen First Nations councils and three national governing bodies. To be effective in meeting the new Act's requirements, we need ongoing, sustainable funding from the Province to increase staffing resources, fund further training activities, and effectively co-develop emergency plans informed by effective hazard identification and assessment. Without this funding, we fear our ability to meet the requirements of the Act, and the provisions for enforcement and financial penalties for local authorities which fail to meet requirements under the Act. This only serves to diminish the work we have already been doing to foster collaborative relationships.

Our current level of staffing cannot keep pace with these changes. We expect we will need to at least double the number of staff dedicated to emergency management to meet the requirements of the new act. Without new, ongoing, and sustainable funding, increased costs to hire and house new staff to meet our new obligations will represent a substantial increase in taxation for residents. Already, we struggle to meet increasing demands on our citizens to fund provincial critical infrastructure rehabilitations, new services for growing populations, meet inflationary costs to maintain our services, and respond to climate change impacts.

.../3

*building communities together*

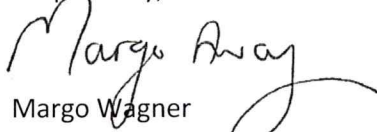
- 3 -

This will only add to a myriad of financial pressures on our residents during a time of significant economic adversity. Our forestry industry, the prime economic driver in our region, is facing continued challenges with access to fibre and sustainable supply; high interest rates increasing debt servicing costs for our residents; and unsustainable levels of inflation making every day living more costly. Our region also experiences secondary economic impacts in the wake of ongoing disasters in the form of lost fibre supply, devastation of natural landscapes that would draw tourists, and a loss of tourism activity because of wildfire activity.

We trust that these concerns, and the concerns of other regional districts, make clear that the Act's ambitions do not reflect governance or emergency management in an appropriate context for us. Our emergencies encompass large areas, impact multiple communities, involve multiple external parties and competing interests, and already spread our resources and staff thin. The absence of any process to consider the unique needs and concerns of regional district impairs the Act's ability to successfully modernize emergency operations at the local level. A regional district working group would provide a better platform to bring attention to these needs and inform improvements to the existing legislation.

The pace of change reflected under this Act and the subsequent regulations will impair local governments' abilities to be flexible and responsive on numerous fronts. Significant resources must be reallocated to address emerging priorities created by this and other legislation. We ask that the Province reconsider its present approach and implementation timeline to allow for engagement with a working group consisting of Regional Districts and establish a framework for consistent and ongoing funding for local governments. Doing otherwise erodes the ability of all parties to meet obligations and commitments under the new Act.

Respectfully,

  
Margo Wagner  
Chair of the Board of Directors

cc. Honourable David Eby, Premier  
Lorne Doerksen, Member of the Legislative Assembly of B.C. (Cariboo-Chilcotin)  
Coralee Oakes, Member of the Legislative Assembly of B.C. (Cariboo North)  
Todd Doherty, Member of Parliament (Cariboo-Prince George)  
Mayor Surinderpal Rathor, City of Williams Lake  
Mayor Ron Paull, City of Quesnel  
Mayor Maureen Pinkney, District of 100 Mile House  
Mayor Ed Coleman, District of Wells  
Union of B.C. Municipalities  
North Central Local Government Association  
All Regional District Boards

*building communities together*



# Columbia Shuswap Regional District

Audit planning communication to the Board of  
Directors for the year ended December 31, 2023

START

[Back to contents](#)

# To the Board of Directors of Columbia Shuswap Regional District

We are pleased to provide you with this planning communication to highlight and explain key issues which we believe to be relevant to the audit of Columbia Shuswap Regional District (the “Regional District”) financial statements for the year ended December 31, 2023.

The enclosed planning communication includes our approach to your audit, the significant risks we have identified and the terms of our engagement. At the year-end meeting, we will provide you with a copy of our draft audit opinion and discuss the nature, extent and results of our audit work. We will also communicate any significant internal control deficiencies identified during our audit and reconfirm our independence.

Our audit and therefore this communication will not necessarily identify all matters that may be of interest to the Board of Directors in fulfilling its responsibilities. This communication has been prepared solely for the use of the Board of Directors and should not be distributed without our prior consent. Consequently, we accept no responsibility to a third party that uses this communication.

We look forward to completing our draft audit report opinion and discussing our conclusions with you. In the meantime, please feel free to contact us if you have any questions or concerns.

Yours truly,

BDO Canada LLP  
December 13, 2023





# Table of Contents

- 1 Your dedicated BDO audit team
- 2 Audit timeline
- 3 Auditor's responsibilities
- 4 Significant risks and planned responses
- 5 Planned scope
- 6 How we audit financial statements
- 7 Our audit approach
- 8 BDO's digital audit suite
- 9 Recommended resources
- 10 Appendices

## Audit at a glance

- 4 **LEAD PARTNER ON YOUR AUDIT** Angie Spencer, CPA, CA
- 5
- 6 E: [aspencer@bdo.ca](mailto:aspencer@bdo.ca)
- 9 T: (250) 832-7171
- 10
- 11
- 14 **START DATE** November 2023
- 15
- 17 **END DATE** March 2024
- 21

[Back to contents](#)

# Your dedicated BDO audit team



**Angie Spencer, CPA, CA**  
Engagement Partner

T: (236) 836-0133  
E: [aspencer@bdo.ca](mailto:aspencer@bdo.ca)



**Madison Attwood, CPA**  
Assurance Manager

T: (236) 766-3995  
E: [mattwood@bdo.ca](mailto:mattwood@bdo.ca)



**Keely Runnalls**  
Auditor In-Charge

T: (780) 801-2175  
E: [krunnalls@bdo.ca](mailto:krunnalls@bdo.ca)

## Our independence

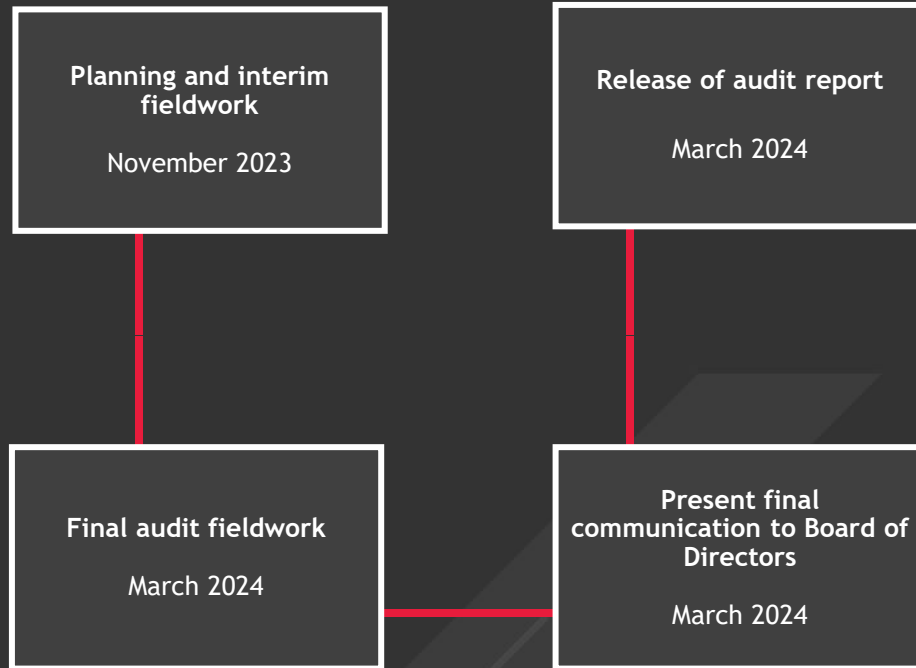


We have complied with relevant ethical requirements and are not aware of any relationships between Columbia Shuswap Regional District and our Firm that may reasonably be thought to bear on our independence.

[Back to contents](#)



# Audit timeline



## BDO'S DIGITAL AUDIT SUITE APT Next Gen

We use our APT Next Gen software and documentation tool to save time, streamline processes, and go paperless with your audit.

[LEARN MORE](#)

DISCOVER THE  
DIGITAL DIFFERENCE



[Back to contents](#)

# Auditor's responsibilities: financial statements

We are responsible for forming and expressing an opinion on the financial statements that have been prepared by management, with oversight by those charged with governance. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities. The scope of our work, as confirmed in our engagement letter attached as Appendix A to this letter, is set out below:

## Year-End Audit Work

- ▶ Work with management towards the timely issuance of the financial statements.
- ▶ Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit.
- ▶ Present significant findings to the Board of Directors including key audit and accounting issues, any significant deficiencies in internal control and any other significant matters arising from our work.



We are required to obtain an understanding of the system of internal control in place in order to consider the adequacy of these controls as a basis for the preparation of the financial statements, to determine whether adequate accounting records have been maintained and to assess the adequacy of these controls and records as a basis upon which to design and undertake our audit testing.

We are required to report to you in writing about any significant deficiencies in internal control that we have identified during the audit.

[Back to contents](#)

# Auditor's responsibilities: fraud

We are responsible for planning and performing the audit to obtain reasonable assurance that the financial statements are free of material misstatements, whether caused by error or fraud, by:

- ▶ Identifying and assessing the risks of material misstatement due to fraud;
- ▶ Obtaining sufficient and appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and
- ▶ Responding appropriately to fraud or suspected fraud identified during the audit.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

## Behind the audit report



Learn how we audit your financial statements

[SEE OUR PROCESS](#)

[Back to contents](#)

## Auditor's responsibilities: fraud

Throughout our planning process, we performed risk assessment procedures and related activities to obtain an understanding of the entity and its environment, including the Regional District's internal control, to obtain information for use in identifying the risks of material misstatement due to fraud and made inquiries of management regarding:

- ▶ Management's assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent and frequency of such assessments;
- ▶ Management's process for identifying and responding to the risks of fraud in the Regional District, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist;
- ▶ Management's communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in Columbia Shuswap Regional District; and
- ▶ Management's communication, if any, to employees regarding its view on business practices and ethical behavior.

We are not currently aware of any fraud affecting the Regional District. If you are aware of any instances of actual, suspected, or alleged fraud, please let us know.

[Back to contents](#)

## Significant risks and planned responses

We have identified the following significant risks that require special audit consideration. These risks were identified based on our knowledge of the Regional District, our past experience, and input from management and the Board of Directors. Please review these significant risks and let us know your thoughts on these or any other areas of concern.

| Financial statement areas   | Risks noted   | Audit approach   |
|---|---|--|
| Management Override of Internal Controls<br>(Mandatory audit consideration) | Per CAS 240.26, the auditor shall presume that there are risks of fraud in revenue recognition. Per CAS 240.A28, material misstatement due to fraudulent financial reporting relating to revenue recognition often results from an overstatement of revenues through or recording fictitious revenues. It may result also from an understatement of revenues. | <ul style="list-style-type: none"> <li>Review of transactions recorded in the various ledgers for unusual or non-recurring adjustments not addressed by other audit procedures.</li> </ul>   |
| Revenue Recognition<br>(Mandatory key audit area)                           | Per CAS 240.32, the auditor's responsibilities relating to fraud in an audit of financial statements is to perform audit procedures to address the risk of management override of controls, irrespective of our assessment of the risk of management override of controls.  | <ul style="list-style-type: none"> <li>User fee and taxation revenue streams have revenue recognition issues which will be reviewed in accordance with the latest revenue recognition standards.</li> <li>Grant funding received will be confirmed through a review of agreements, which ensures that the amounts recorded exist. We will also ensure the revenue is recorded accurately in accordance with the settlement of any stipulations.</li> </ul> |
| Significant Estimates of Asset Retirement Obligation                        | The adoption of PS 3280, <i>Asset Retirement Obligation</i> is subject to significant estimations and there is a risk of completeness of liabilities.   | <ul style="list-style-type: none"> <li>Review estimates to ensure completeness, accuracy and reasonability of the liability.</li> </ul>  |



[Back to contents](#)

## Materiality

We determined preliminary materiality to be \$1,100,000, based on 3% of expenditures.

Misstatements are considered to be material if they could reasonably be expected to influence the decisions of users based on the financial statements.

Our materiality calculation is based on the Regional District's preliminary results. If actual results change significantly, we will communicate those changes to the Board of Directors as part of our year-end communication.

We will communicate all corrected and uncorrected misstatements identified during our audit to the Board of Directors, other than those which we determine to be "clearly trivial."

We encourage management to correct any misstatements identified throughout the audit process.





# How we audit financial statements: Our audit process

## IDENTIFY AND ASSESS RISK

Focus on those areas of financial statements that contain potential material misstatements as a consequence of the risks you face

## OBTAIN AUDIT EVIDENCE

Perform audit procedures while maintaining appropriate degree of professional skepticism, to conclude whether or not the financial statements are presented fairly

## COMMUNICATION

Communicate our opinion and details of matters on which we are required to communicate



[Back to contents](#)



# How the firm’s system of quality management supports the consistent performance of quality audit engagements

The firm’s system of quality management complies with the requirements set out in Canadian Standard on Quality Management 1 - Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements (CSQM 1) as issued by the Auditing and Assurance Standards Board (AASB).

In addition to the requirements set out in CSQM 1, we may have identified additional quality objectives and potential quality risks and have designed further policies and procedures to respond to these.

Taken together our system of quality management supports consistent performance of audit engagements by focusing on eight components that operate in an iterative and integrated manner. These include:

- 1 Firm risk assessment process
- 2 Governance and leadership
- 3 Relevant ethical requirements
- 4 Acceptance and continuance
- 5 Engagement performance
- 6 Resources
- 7 Information and communication
- 8 Monitoring and remediation process

## Standard for Audit Quality

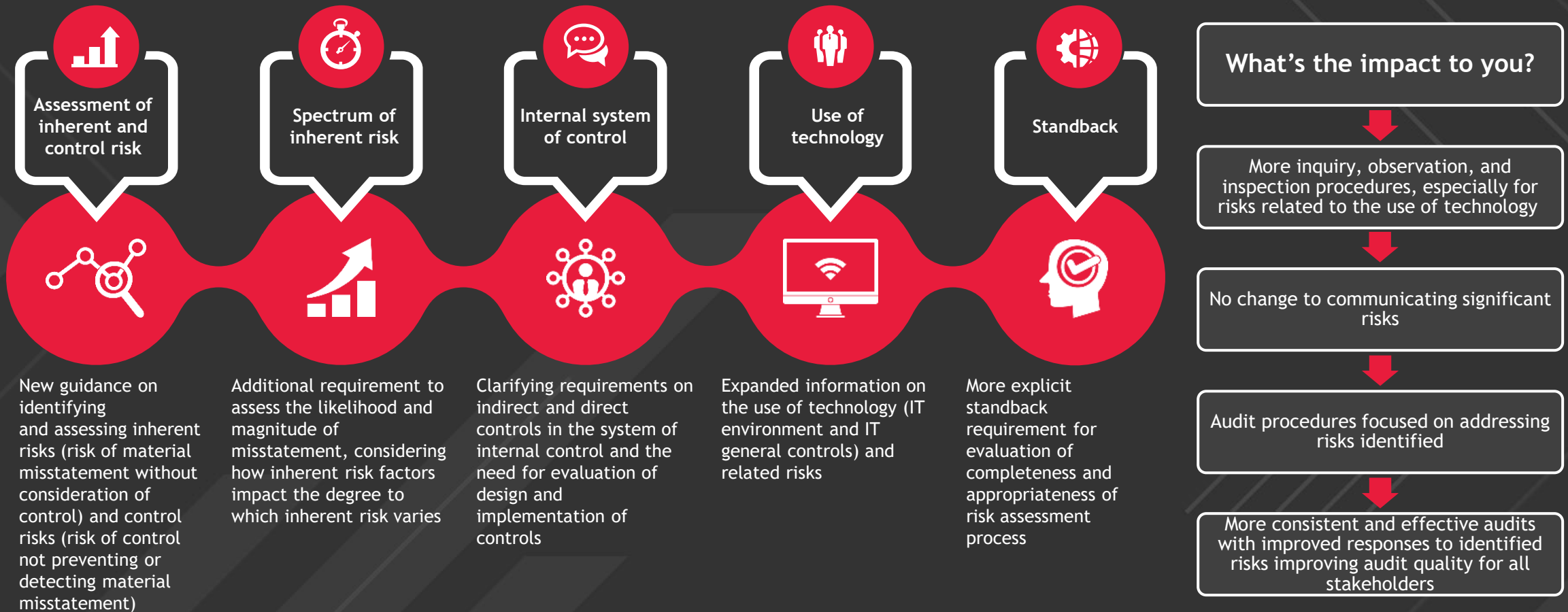


### CSQM 1

The quality of an audit depends not only on the people conducting it—but also on the systems underpinning it. These new rules up the ante for your audit quality.

# Updates to our audit process

Canadian Auditing Standard 315, *Identifying and Assessing the Risks of Material Misstatement*, was significantly revised with a greater focus on more robust risk identification, assessment and response procedures. The standard is effective for periods beginning on or after December 15, 2021. Key enhancements include:



[Back to contents](#)



# Our audit approach: Responsiveness in action

Our firm is deliberately structured to allow one partner to every six staff members. This means easy access to senior staff and the lead partner throughout your audit. It also helps our team gain a better understanding of your organization. Our audit process differs from the typical audit in our use of in-field reviews, subject to COVID-19 safety protocols. The benefit of these in-field reviews is that final decision-makers are on site ensuring issues are resolved and files closed quickly. We offer clients the full-service expertise of a national firm. Yet we maintain a local community focus. The comprehensive range of services we deliver is complemented by a deep industry knowledge gained from over 100 years of working within local communities.



Discover how we're accelerating audit quality



## Audit Quality Report

We collected our core beliefs around audit quality, the very practical steps we take to sustain it, and the progress we have made to accelerate its quest.

[Follow our progress](#)

[Back to contents](#)

# BDO's digital audit suite

Our digital audit suite of technologies enables our engagement teams to conduct consistent risk-based audits, both domestically and internationally, with maximum efficiency and minimal disruption to our clients' operations and people.



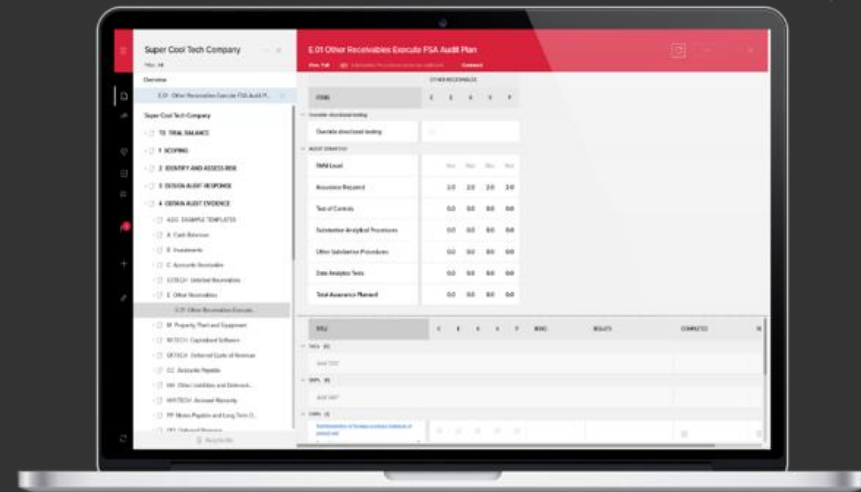
## APT Next Gen

Our audit software and documentation tool, APT, is an integral part of our audit methodology. Our professionals engage APT to devise and perform appropriate, risk-based audit procedures and testing based on applicable Canadian Auditing Standards (CASs), as well as to factor in engagement and industry-specific objectives and circumstances.

APT enables us to deliver an audit that fits your organization—whether large or small; complex or basic.

This sophisticated tool also amplifies two key attributes of our audits: consistency and quality. The quality framework that we developed measures our audit performance with hard quality indicators and reflects our indispensable culture for quality. To see our audit quality and consistency in action, look no further than how our teams share best audit practices for continuous improvement.

Through a strategic alliance with Microsoft and the introduction of new technology, this global, cloud-based application can now streamline and focus the audit process in even more ways for BDO professionals and their clients.

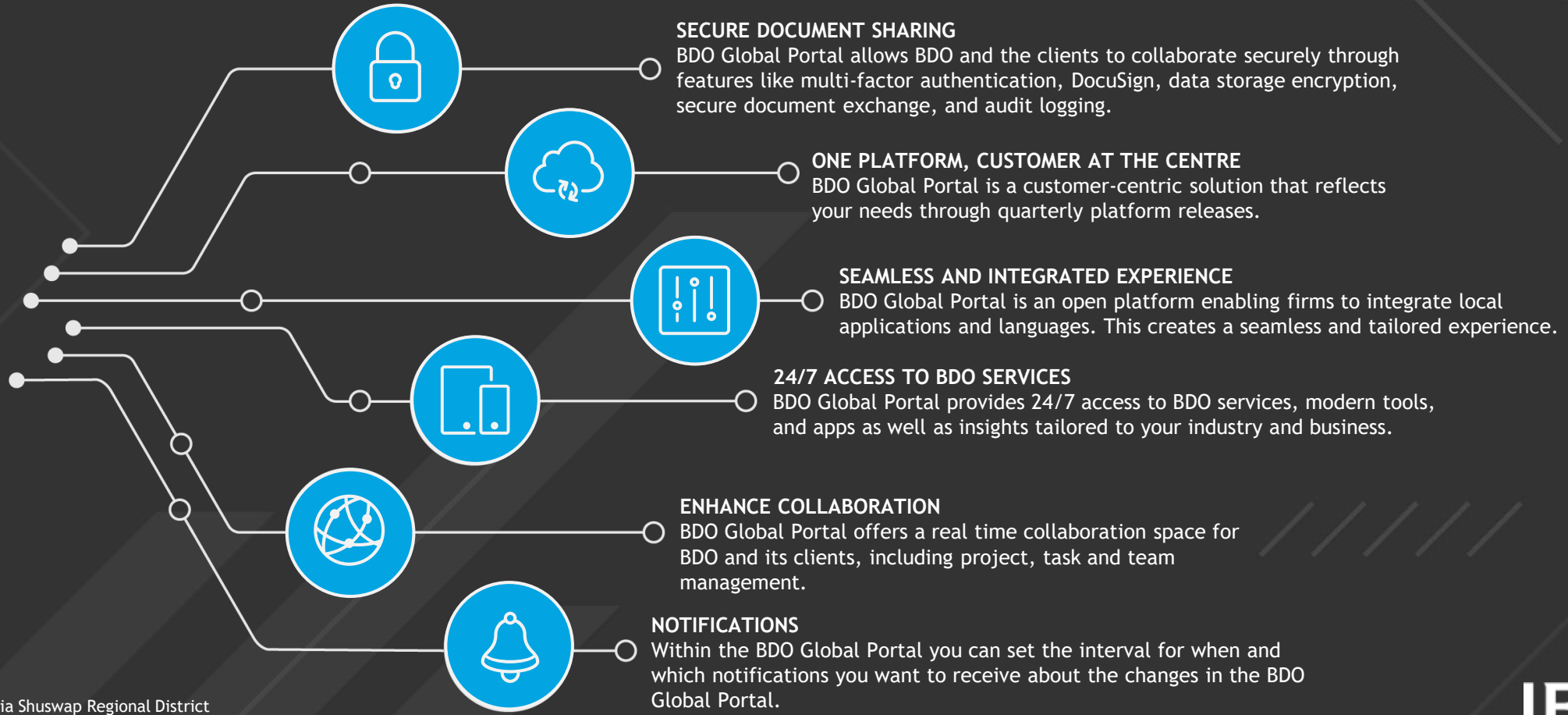


[Back to contents](#)



## BDO Global Portal

BDO Global Portal transforms and enhances your digital experience with your BDO advisors. Available at any time, Portal enables you to access all services, tools, apps, and information and to collaborate with your advisors in a seamless way through a flexible, appealing, and secure environment.





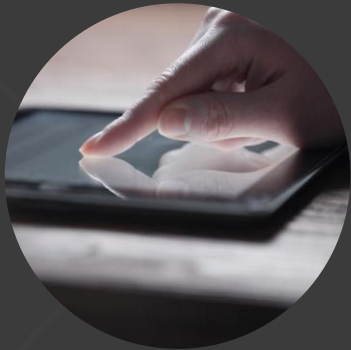
[Back to contents](#)



# Recommended Resource

## Staying in the know with knowledge and perspective

### Key changes to financial reporting



When the rules of reporting change, you may need to fine-tune how to present financial statements and govern the organization.

[ACCESS OUR KNOWLEDGE CENTRE](#)

### The latest tax pointers



Corporate. Commodity. Transfer pricing. International tax. Government programs. Together they add up to immense differences on the organization's bottom line. Our tax collection keeps you current.

[STAY ON TOP OF TAXES](#)

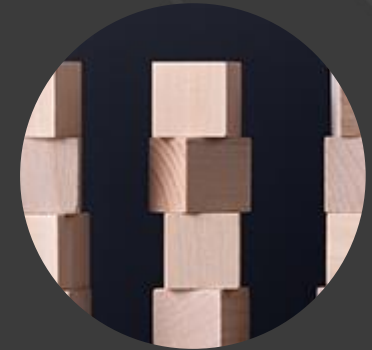
### Trending topics



As a community of advisors with the best interests of our clients in mind, we keep our ear to the ground to bring insights and perspectives related to key business trends to you.

[EXPLORE NOW](#)

### Asset Retirement Obligations (ARO): A Practical Approach to Section PS 3280



This publication will walk through a practical approach to applying Section PS 3280 including: identification, recognition and measurement of an obligation, and the different options available to entities on transition.

[READ ARTICLE](#)

[Back to contents](#)



# Recommended Resource

## Staying in the know with knowledge and perspective

### Key changes to financial reporting



When the rules of reporting change, you may need to fine-tune how to present financial statements and govern the organization.

[ACCESS OUR KNOWLEDGE CENTRE](#)

### The latest tax pointers



Corporate. Commodity. Transfer pricing. International tax. Government programs. Together they add up to immense differences on the organization's bottom line. Our tax collection keeps you current.

[STAY ON TOP OF TAXES](#)

### Trending topics



As a community of advisors with the best interests of our clients in mind, we keep our ear to the ground to bring insights and perspectives related to key business trends to you.

[EXPLORE NOW](#)

### Asset Retirement Obligations (ARO): A Practical Approach to Section PS 3280



This publication will walk through a practical approach to applying Section PS 3280 including: identification, recognition and measurement of an obligation, and the different options available to entities on transition.

[READ ARTICLE](#)



[Back to contents](#)



# Spotlight on ESG



Transformative world events—an international health crisis, social movements, shareholder and investor values, global supply chains, energy transition, smart cities, and sustainable finance—are transforming Canadian business.

Standards and regulations are rapidly changing to reflect the goals of all of your stakeholders. Organizations, investors, and customers are embracing environmental, social, and governance (ESG) considerations as important measures of success. Non-financial and financial information is becoming more interconnected.

## ESG Insights



Sector insights at your convenience

[EXPLORE NOW](#)

[Back to contents](#)



## Spotlight on public sector



### Industry insights to shape your business

At BDO, we help governments create efficient ways of working to achieve better outcomes for their citizens and public servants. From technology-based solutions to program development, advisory and audit, our team can guide you through critical strategic decisions to ensure you deliver on your vision, goals, and accountability expectations.

#### Public sector Insights



Resources to support your business

[EXPLORE NOW](#)

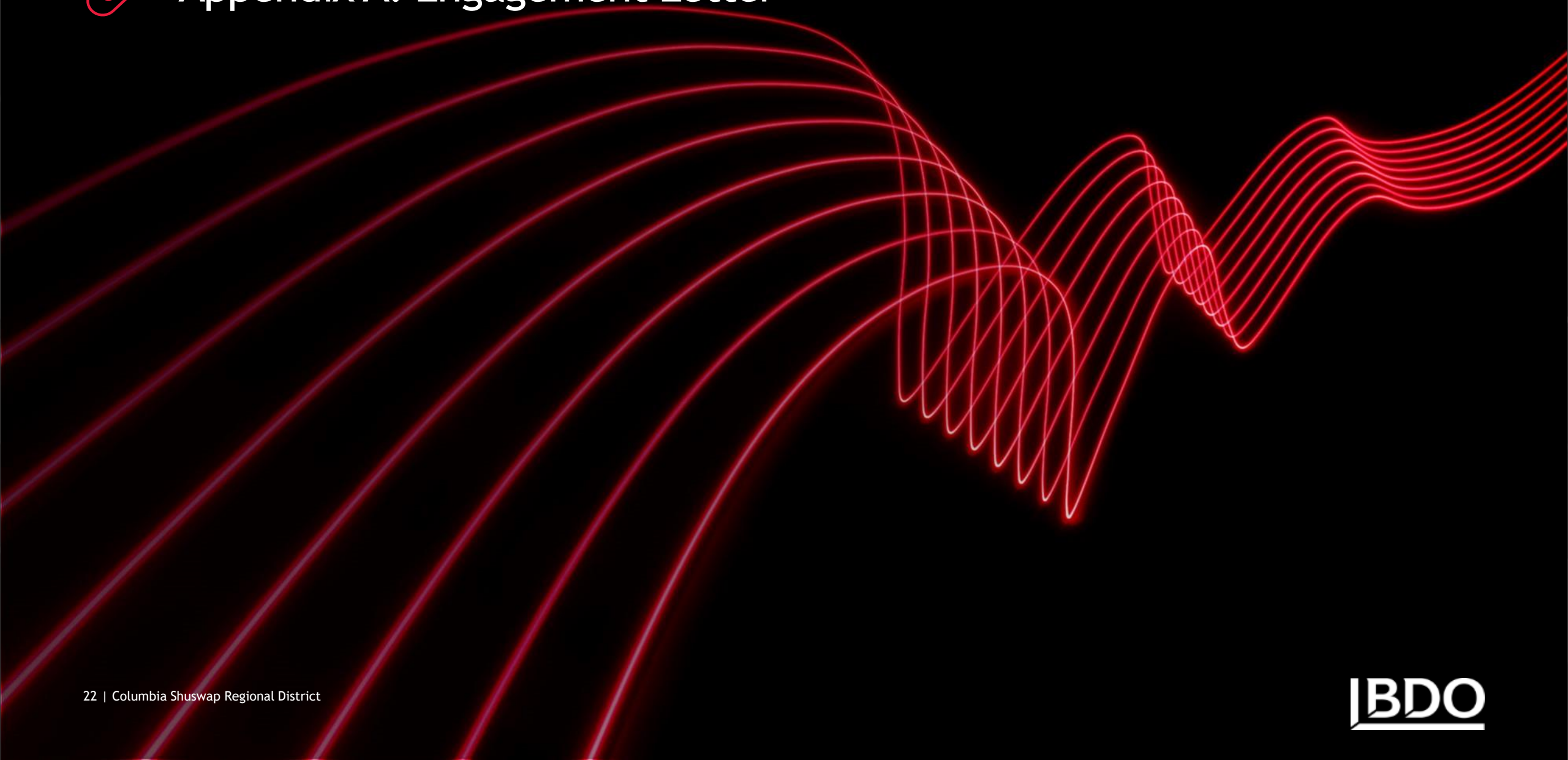
[Back to contents](#)

# Appendices

- ▶ Appendix A: Engagement Letter
- ▶ Appendix B: PSAS Update 2023



# Appendix A: Engagement Letter





Tel: (250) 832-7171  
Fax: +1 (250) 832-2429  
www.bdo.ca

BDO Canada LLP  
571 - 6th Street NE  
Salmon Arm, British Columbia  
V1E 1R6

November 29, 2023

Columbia Shuswap Regional District  
PO Box 978  
Salmon Arm, BC  
V1E 4P1

Dear Jodi Pierce, CPA, CGA,

We understand that you wish to engage us as the auditors of Columbia Shuswap Regional District for its fiscal year ended December 31, 2023 and subsequent years.

We are pleased to perform the engagement subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Angie Spencer will be the Engagement Partner for the audit work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of services.

### Our Role as Auditors

We will conduct our audit(s) in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements prepared in accordance with Canadian Public Sector Accounting Standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or the board of directors.



## Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

## Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian Public Sector Accounting Standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
  - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
  - additional information that we may request for the purpose of the audit;
  - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;
  - financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and
  - written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

## Financial Statement Services

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.

As agreed, we will provide assistance in the preparation of the financial statements.

These services create a threat to our independence. We, therefore, require that the following safeguards be put into place:





- (a) that you create the source data for all accounting entries;
- (b) that you develop any underlying assumptions for the accounting treatment and measurement entries; and
- (c) that you review and approve the draft financial statements, including the notes to the financial statements.

## Tax Services

Our audit is conducted primarily to enable us to express an opinion on the financial statements. The audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the entity has specific tax compliance issues. We understand that you are not looking to BDO to provide you with any guidance or advice in regard to tax planning or compliance.

## Additional Services

We are available to provide a wide range of services beyond those outlined in this Agreement. To the extent that any additional services that we provide to you that are not provided under a separate written engagement agreement, the provisions of this Agreement will apply to the services.

## Fee Estimation

The estimated fee for this engagement is as follows:

- Audit services: \$25,000

Our estimated fee is based on an assumed level of quality of your accounting records, the agreed upon level of preparation and assistance from your personnel and adherence to the agreed-upon timetable. Our estimated fee also assumes that your financial statements are in accordance with Canadian Public Sector Accounting Standards and that there are no significant new or changed accounting policies or issues or internal control or other reporting issues. We will inform you on a timely basis if these factors are not in place. Should our assumptions with respect to the quality of your accounting records be incorrect or should the conditions of the records, degree of cooperation, results of audit procedures, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates.

Our professional fees will be based on our billing rates which depend on the means by which and by whom our Services are provided. Our billing rates may be subject to change from time to time at our discretion with or without notice to you.

Delays in providing the complete list of agreed upon working papers/schedules to BDO will result in additional fees as follows:

- 1 week delay - additional 10% of estimated fees
- 1 month delay - additional 20% of estimated fees

Should a delay occur, we cannot guarantee completion of our work by your deadline.

We will also bill you for our out-of-pocket expenses, our administrative and technology charge, and applicable Goods and Services Sales Tax, Harmonized Sales Tax, Quebec Sales Tax and Provincial



Sales Tax. Our administrative and technology charge is calculated as 7% of our professional fee and represents an allocation of estimated costs associated with our technology infrastructure and support staff time costs.

Our fees will be invoiced and payable as follows:

- \$10,000 interim payment - November 2023;
- \$10,000 commencement of the year-end fieldwork - March 2024;
- \$5,000 within 10 days after issuance of our final invoice along with any additional required final payments.

Our accounts are due when rendered and invoiced amounts are deemed to be earned when paid. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Fees that are not paid within 30 days of an invoice or by a specified payment deadline will be considered delinquent. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

### Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.

It is a pleasure for us to be of service and we look forward to many future years of association with you.

Yours truly,

*BDO Canada LLP*

Chartered Professional Accountants

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

|   |                           |
|---|---------------------------|
| DocuSigned by:<br><i>Jodi Pierce</i><br><small>B345C9D105A4455...</small> | 2023-12-05   13:17:58 PST |
| Signature   | Date                      |

|                     |                                     |
|---------------------|-------------------------------------|
| Jodi Pierce         | General Manager, Financial Services |
| Name (please print) | Position                            |

Please carefully review this Agreement, which includes the attached Standard Terms and Conditions, prior to signing it. A complete copy of the signed engagement letter should be returned to us.





## *Appendix 1 - Standard Terms and Conditions*

### 1 Overview and Interpretation

1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services, including without limitation any non-disclosure agreements entered into in advance of this Agreement. This Agreement applies to Services whenever performed (including before the date of this Agreement). To the extent that any of the provisions of the accompanying letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

1.2 In this Agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, supporting schedules or other appendices to the letter, and any Summary of Services letters issued in future years

Services - the services provided or to be provided under this Agreement, and any other services which we agree to provide to you subsequent to the date of this Agreement that are not covered by a separate engagement letter

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this Agreement. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - all non-public proprietary or confidential information and Personal Information, including Client Documents

Personal Information - personal information that is or could be attributed to identifiable individuals

Client Documents - information (including internal financial information and internal records and reports) provided to us by you or on your behalf in connection with the performance of the Services

### 2 BDO Network and Sole Recourse

2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.

2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.



- 2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above, as well as all liability protections contained herein, as if they were a party to this Agreement. For greater certainty, you agree that other BDO Member Firms that are subcontractors may enforce any limitations or exclusions of liability available to us under this Agreement.
- 3 Respective Responsibilities
  - 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.
  - 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.
- 4 Working Papers and Deliverables
  - 4.1 Ownership - All reports (including assurance reports where applicable), written advice, working papers, and internal materials created or developed by us pursuant to this Agreement are owned by us, and we retain all property rights therein. All Client Documents continue to be your property, provided that we retain copies of such documents as necessary for our internal record keeping (including as required to comply with our professional obligations).
  - 4.2 Oral advice and draft deliverables - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
  - 4.3 Translated documents - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
  - 4.4 Reliance by Third Parties - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any party other than you, and are intended for the benefit of only you. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction. The receipt by any third parties of any advice, opinions, reports or other work product is not intended to create any duty of care, professional relationship or any present or future liability between such third parties and us. For greater certainty, we expressly disclaim any liability of any nature or kind resulting from the disclosure to or unauthorized reliance by any third party on our advice, opinions, reports or other work product.
  - 4.5 Consent to use the Report - Nothing in this Agreement shall be construed as consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document and we expressly do not provide such consent. If you request consent for the use of our report, we will consider, at the relevant time, providing consent and any conditions that we may attach to such consent. Our consent must be in writing.
  - 4.6 Consent requests - In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information



is materially inconsistent with the related financial statements. Any consent request must be made on a sufficiently timely basis to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost and will be documented in a separate engagement letter.

## 5 Confidentiality

- 5.1 We will use Confidential Information provided by you only in relation to the Services or for internal and administrative purposes. You agree, however, that we may use such Confidential Information for predictive analytics to provide you with key performance indicators and other analysis and insights. We will not disclose any Confidential Information, except where required by law, regulation or professional obligation. You agree, however, that we may disclose Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing Services, provided that such parties are bound by reasonable confidentiality obligations no less stringent than in this Agreement.

## 6 Analytics

- 6.1 You agree that we may use anonymized and aggregated usage metrics, metadata or other tag identifiers, and Confidential Information that will not include any personally identifiable information, related to your use of BDO products and/or services to develop, modify and improve tools, services and offerings and for data analytics and other insight generation. Information developed in connection with these purposes may be used or disclosed to current or prospective clients as part of service offerings, however we will not use or disclose your name or any Confidential Information in a way that would permit you to be identified.

## 7 Privacy and Consent for Use of Personal Information

- 7.1 In order to provide our Services, we may be required to access and collect Personal Information of individuals that is in your custody. You agree that we may collect, use, store, transfer, disclose and otherwise process Personal Information as required for the purpose of providing the Services. Personal Information may be processed in various jurisdictions in which we or applicable BDO Member Firms and subcontractors providing Services operate and as such Personal Information may be subject to the laws of such jurisdictions. Personal Information will at all times be collected, used, stored, transferred, disclosed or processed in accordance with applicable laws and professional regulations and we will require any service providers and BDO Members that process Personal Information on our behalf to adhere to such requirements. Any collection, use, storage, transfer or disclosure of Personal Information is subject to BDO's Privacy Statement available at <https://www.bdo.ca/en-ca/legal-privacy/legal/privacy-policy/>.
- 7.2 You represent and warrant that:
- (a) you have the authority to provide the Personal Information to us in connection with the performance of our Services, and
  - (b) the Personal Information provided to us has been provided in accordance with applicable law, and you have obtained all required consents of the individuals to whom such Personal Information relates in order to permit BDO to collect, use and disclose the Personal Information in the course of providing the Services.



- 8 Independence
  - 8.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our Services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence.
- 9 Offers of Employment
  - 9.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed Services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.
- 10 Professional and Regulatory Oversight and Legal Processes
  - 10.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this Agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
  - 10.2 Certain law enforcement, regulatory and other governmental bodies may also have the right under law or regulation to conduct investigations of you, including the Services provided by us. To the extent practicable and permitted by law or regulation, we will advise you of any such document request or production order we receive in connection with any such investigation prior to providing any documents in response to such request or order.
  - 10.3 We are sometimes required by law, regulation, subpoena or other legal process, or upon your request, to produce documents or personnel as witnesses in connection with legal or regulatory proceedings. Where BDO is not a party to such proceedings, you shall reimburse us at our current standard billing rates for professional time and expenses, including without limitation, reasonable legal fees, expenses and taxes incurred in responding to such compelled assistance or request by you.
- 11 Electronic Communications
  - 11.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 12 Limitation of Liability
  - 12.1 In any dispute, action, claim, demand for losses or damages arising out of the Services performed by BDO pursuant to this Agreement, BDO's liability will be several, and not joint and several, and BDO shall only be liable for its proportionate share of the total liability



based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.

- 12.2 In no event shall BDO be liable for indirect, consequential, special, incidental, aggravated, punitive or exemplary damages, losses or expenses, or for any loss of revenues or profits, loss of opportunity, loss of data, or other commercial or economic loss or failure to realize expected savings, including without limitation expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 12.3 BDO shall in no event be liable under this Agreement or otherwise in connection with the Services for any actions, damages, claims, fines, penalties, complaints, demands, suits, proceedings, liabilities, costs, expenses, or losses (collectively, "Liabilities") in any way arising out of or relating to the Services performed hereunder for an aggregate amount of more than the higher of:
- (a) three times the fees paid to BDO by you, in a twelve consecutive month period, for the Services provided pursuant to this Agreement giving rise to the claim; and
  - (b) \$25,000.
- 12.4 The limitations of liability in this section apply whether or not the Liabilities asserted by you against BDO are incurred by you directly or as a result of a claim or demand against you by a third party.
- 12.5 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 12.6 You agree claims or actions relating to the delivery of Services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.
- 12.7 For purposes of this Section, the term "BDO" shall include BDO Canada LLP and its subsidiaries, associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives. The provisions of this Section shall apply to the fullest extent of the law, regardless of the form of the claim, whether in contract, statute, tort (including without limitation, negligence) or otherwise.

#### Indemnity

- 13.1 To the fullest extent permitted by applicable laws, in the event of a claim or demand by a third party against BDO that arises out of or relates to the Services, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, or expenses resulting from such third party claim or demand, except to the extent that the same is finally determined to have resulted from BDO's negligence or intentional misconduct.

#### Alternative Dispute Resolution

- 14.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this Agreement, including any question regarding its existence, interpretation,



validity, breach or termination, or the Services provided hereunder, through good faith negotiations.

- 14.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation using a mediator chosen by mutual agreement of the parties.
- 14.3 All disputes remaining unsettled for more than 60 days following the parties first mediation session with a mediator, or such longer period as the parties mutually agree upon, shall be referred to and finally resolved by arbitration. The parties agree that one arbitrator shall be appointed within twenty (20) days of receipt of the request for arbitration. If the parties cannot agree on the appointment of an arbitrator in such period then either party may immediately apply for the appointment of an arbitrator to a court of competent jurisdiction in the Province of the governing law as contained herein pursuant to such Province's applicable *Arbitration Act*. The place of arbitration shall be in the capital of the Province of the governing law as contained herein. Unless the arbitrator otherwise determines, the fees of the arbitrator and the costs and expenses of the arbitration will be borne and paid equally by the parties. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision whatsoever. The parties hereby waive any such right of appeal or judicial review which may otherwise be provided for in any provincial arbitration statute. Judgement upon the award, including any interim award, rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be kept confidential and the existence of the arbitration proceeding and any element thereof (including but not limited to any pleadings, briefs or other documents submitted and exchanged and testimony and other oral submissions and any awards made) shall not be disclosed beyond the arbitrator(s), the parties, their counsel and any person to whom disclosure is necessary to the conduct of the proceeding except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

## 15 Limitation Period

- 15.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware or ought reasonably to have become aware of the facts giving rise to any such claim.
- 15.2 You shall in no event make any claim relating to the Services or otherwise under this Agreement later than four years after the completion of the Services under this Agreement.
- 15.3 To the extent permitted by law, the parties to this Agreement agree that the limitation periods established in this Agreement replace any limitation periods under any limitations act and/or any other applicable legislation and any limitation periods under any limitations act and/or any other applicable legislation shall not alter the limitation periods specified in this Agreement.

## Québec Personnel

- 16.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as



grounds for excluding or limiting their own liability. Any limitation of liability clauses in this Agreement shall therefore not apply to limit the personal civil liability of partners and employees who are members of the Ordre des comptables professionnels agréés du Québec.

#### Termination

17.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).

17.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all Services performed up to the date of termination, including Services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

#### 18 Governing Laws

18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of British Columbia in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

#### 19 Survival

19.1 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

#### 20 Force Majeure

20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

#### 21 Assignment

21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

#### 22 Severability

22.1 The provisions of this Agreement shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such remaining provision shall be valid and enforceable to the fullest extent permitted by law.

#### 23

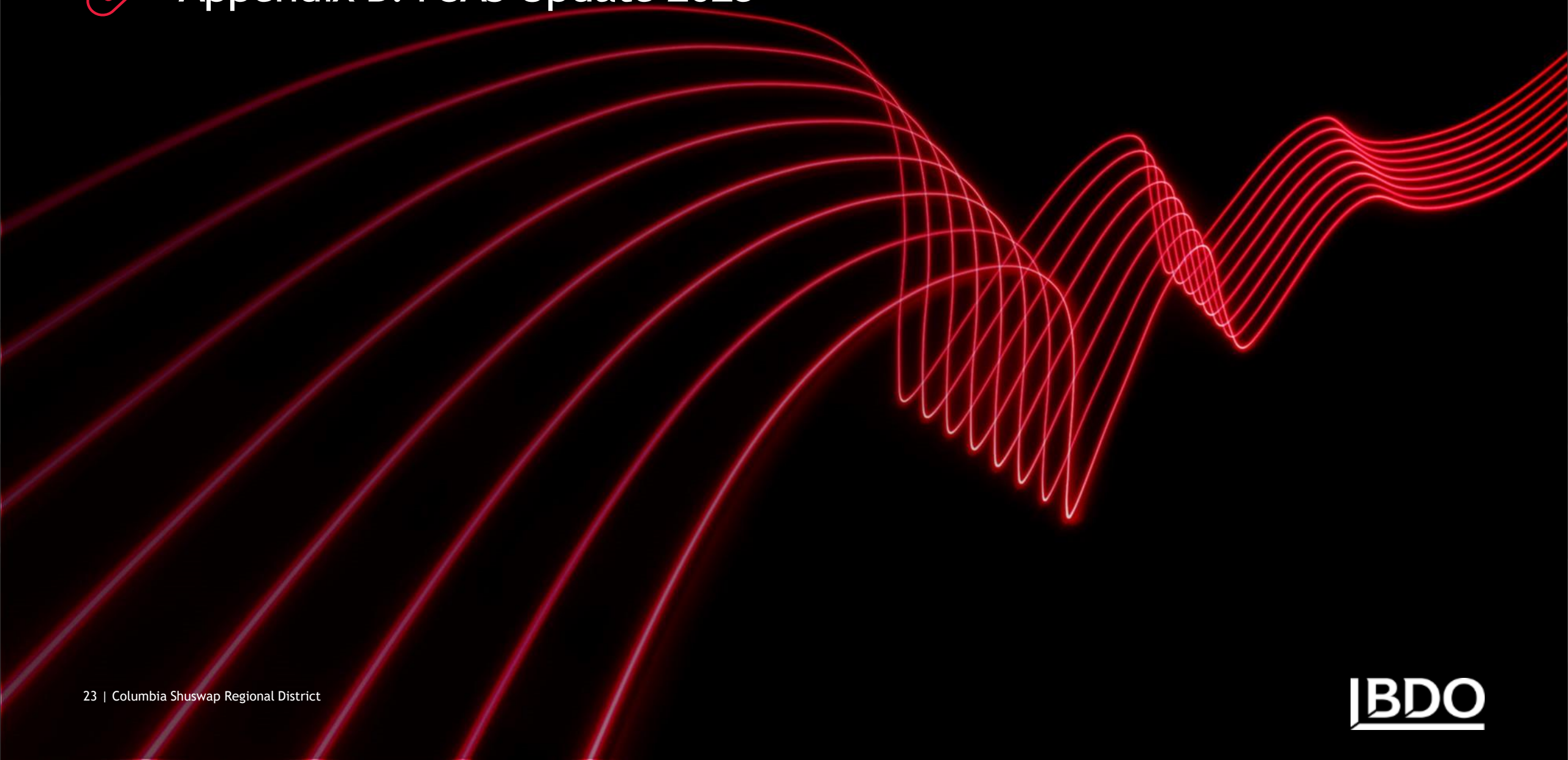
Letter Version: 20230630

T&C Version: 20230630





# Appendix B: PSAS Update 2023



# Assurance and Accounting Public Sector Accounting Standards (PSAS) Update 2023

## Introduction

It was another active year for the Public Sector Accounting Board (PSAB or the “Board”). The Board was hard at work advancing the progress of a number of projects such as its government not-for-profit strategy, as well as, issuing a revised conceptual framework and approving a new reporting model. This publication will provide a look at these projects, as well as, the impacts of new standards effective over the next few years including Section PS 3280, *Asset Retirement Obligations*, the Financial Instruments suite of standards, Section PS 3160, *Public Private Partnerships*, Section PS 3400, *Revenue*, and PSG-8, *Purchased Intangibles*. Use the table below to navigate to the sections of the publication most relevant for you.

| NEW STANDARDS / AMENDMENTS EFFECTIVE FOR FISCAL YEARS BEGINNING ON OR AFTER: |   |
|--|---|
| April 1, 2022  | <ul style="list-style-type: none"> <li>• <a href="#">Asset Retirement Obligations</a></li> <li>• <a href="#">Financial Instruments Suite of Standards</a></li> </ul>                |
| April 1, 2023  | <ul style="list-style-type: none"> <li>• <a href="#">Revenue</a></li> <li>• <a href="#">Purchased Intangibles</a></li> <li>• <a href="#">Public Private Partnerships</a></li> </ul> |
| April 1, 2026  | <ul style="list-style-type: none"> <li>• <a href="#">Revised Conceptual Framework</a></li> <li>• <a href="#">New Reporting Model</a></li> </ul>                                     |

| THE FUTURE OF PSAS                        |  |
|---|--|
|   | <ul style="list-style-type: none"> <li>• <a href="#">Employment Benefits</a></li> <li>• <a href="#">2022-2023 Annual Improvements</a></li> <li>• <a href="#">Government Not-for-Profit Strategy</a></li> </ul> |
| PUBLIC SECTOR ACCOUNTING DISCUSSION GROUP |  |
|   | <ul style="list-style-type: none"> <li>• <a href="#">Summary of issues discussed at November 2022 and June 2023 meetings</a></li> </ul>  |

## Standards Effective April 1, 2022

Public sector entities must consider the impacts the following new and amended standards will have on their December 31, 2023 year ends. Refer to the publications provided in the table at the end of this section for more detailed information on these changes.

### Asset Retirement Obligations

In March 2018, the Board issued new Section PS 3280, *Asset Retirement Obligations*. Prior to this, the PSA Handbook did not include specific guidance on accounting for asset retirement obligations. In applying this standard in practice, it is very important that public sector entities take the time to perform a thorough analysis when deciding which asset retirement costs are in the scope of this standard. Once the proper scoping has been completed the remaining guidance in the standard should be used to ensure proper recognition, measurement, presentation and disclosure.

#### Scope

The standard only applies to legal obligations, including obligations created by promissory estoppel. This standard impacts tangible capital assets controlled by public sector entities, regardless of whether or not they are in productive use or not. Some examples of costs that would potentially fall within the scope of this standard include:

- Costs to remove asbestos and fuel tanks;
- Costs incurred to retire an x-ray or similar machine;
- Solid waste landfill closure and post closure liabilities; and
- Costs to remove customizations/ leasehold improvements from leased premises.

To perform proper scoping for asset retirement obligations, management should ensure employees with the appropriate knowledge are involved to ensure all potential asset retirement obligations are identified.

#### Recognition and Measurement

Under the new standard, an asset retirement obligation is a legal obligation associated with the retirement of a tangible capital asset controlled by a public sector entity. Asset retirement obligations associated with tangible capital assets include post-retirement operation, maintenance, and monitoring costs. A liability for an asset retirement obligation would be recognized when **all** of the following criteria are met:

- There is a legal obligation to incur retirement costs in relation to a tangible capital asset;
- The past transaction or event giving rise to the liability has occurred;
- It is expected that future economic benefits will be given up; and
- A reasonable estimate of the amount can be made.

Recognition of asset retirement costs is accomplished by increasing the carrying amount of the related tangible capital asset, or a component thereof, and then expensing this amount in a rational and systematic manner. A present value technique may be the best method of estimating the liability. Depending on the nature of a re-measurement and whether the asset remains in productive use, subsequent re-measurement of the liability could result in either a change in the carrying amount of the related tangible capital asset or a component thereof, or an expense. Asset retirement costs associated with an asset that is not recognized on the public sector entity's financial statements and those associated with assets no longer in productive use would be expensed immediately.

### ***Landfills***

The new standard includes landfill related asset retirement obligations within its scope so that all asset retirement obligations are accounted for consistently within the public sector. Existing Section PS 3270, *Solid Waste Landfill Closure and Post-closure Liability*, has been withdrawn. This change will result in asset retirement obligations associated with landfills recognized earlier than they are under the current guidance.

### ***Amendments to Section PS 3260***

Changes have been made to Section PS 3260, *Liability for Contaminated Sites*, to clarify what will fall within the scope of this standard vs. the scope of the new asset retirement obligation standard. Additionally, under the new standard any expected recoveries associated with the asset retirement obligation would not be netted against the liability. In the past, Section PS 3260 has allowed recoveries to be netted against the liability. To improve consistency between the two standards, Section PS 3260 has been amended to no longer allow netting.

For more details on this new standard and its application please refer to our publication [Asset Retirement Obligations \(ARO\): A Practical Approach to Section PS 3280](#).

### **Financial Instruments, Foreign Currency, Financial Statement Presentation and Portfolio Investments**

Sections PS 3450, *Financial Instruments*, and PS 2601, *Foreign Currency Translation*, are applicable for fiscal years beginning on or after April 1, 2022, for public sector entities that did not previously apply the CPA Canada Handbook - Accounting prior to adopting the PSA Handbook (for example governments). At the same time public sector entities adopt these two Sections, they must also adopt Section PS 1201, *Financial Statement Presentation*, Section PS 3041, *Portfolio Investments*, and the effective interest method outlined in paragraph .25 of Section PS 3050, *Loans Receivable*. For more details on these standards, please refer to our publication [A Guide to Accounting for Financial Instruments in the Public Sector](#).

Over the past few years, the effective date of these Sections was delayed several times due to concerns raised by senior governments in some provinces on the implementation of Sections PS 2601 and PS 3450 related to recognition and measurement of derivatives, the lack of hedge accounting, and the accounting treatment for bond repurchases. The Board investigated various options to address these concerns and issued three further amendments to the above standards. The details of the amendments are described below, and these amendments would be effective in the same periods the above standards are first applied.

#### ***Federal Government Narrow-Scope Amendments***

The Board issued amendments to Section PS 2601 to address the presentation of the exchange gain or loss component of a financial instruments change in fair value when that financial instrument is associated with the federal government's foreign reserves. Section PS 1201 was amended to clarify, that foreign exchange gains or losses from such instruments are not required to be presented in the statement of remeasurement gains and losses.

#### ***Foreign Exchange Narrow-Scope Amendments***

The Board issued amendments to Section PS 2601 to allow all public sector entities to make an accounting policy election for financial assets and financial liabilities arising from a foreign currency transaction to, on initial recognition, recognize their exchange gains and losses, including the foreign exchange gain or loss component of changes in fair value, directly in the statement of operations.

Section PS 1201 has been amended as a result of the above, to clarify that the exchange gains and losses subject to the election would not be recognized in the statement of remeasurement gains and losses. Section PS 3450 has been amended to require disclosure of the carrying value of financial assets and liabilities to which the above election is applied in the notes to the financial statements.

#### ***Presentation Narrow-Scope Amendments***

The Board issued amendments to Section PS 1201 clarify the presentation of derivatives. The amendments include:

- The remeasurement impact of derivatives and other categories of financial instruments may be presented as separate line items on the statement of changes in net debt;
- A new subtotal for the change in net debt excluding the impact of remeasurement gains and losses may be presented on the statement of change in net debt; and
- A footnote on the net debt indicator may be included in the statement of financial position to refer readers to the additional detail provided on the statement of changes in net debt.

The resources listed below provide additional information on the changes discussed in this section of the publication.

| AMENDMENT / NEW STANDARD  | RESOURCES   |
|---|---|
| New Section PS 3280, <i>Asset Retirement Obligations</i>  | <ul style="list-style-type: none"> <li>• <a href="#">Asset Retirement Obligations (ARO): A Practical Approach to Section PS 3280</a></li> <li>• <a href="#">PSAB at a Glance: Section PS 3280, Asset Retirement Obligations</a></li> </ul>  |
| New Sections PS 3450, <i>Financial Instruments</i> ; PS 2601, <i>Foreign Currency Translation</i> ; PS 3041, <i>Portfolio Investments</i> ; PS 1201, <i>Financial Statement Presentation</i> ; and amendments to Section PS 3050, <i>Loans Receivable</i> , on accounting for financial instruments | <ul style="list-style-type: none"> <li>• <a href="#">A Guide to Accounting for Financial Instruments in the Public Sector</a></li> <li>• <a href="#">PSAB at a Glance: Section PS 1201, Financial Statement Presentation</a></li> <li>• <a href="#">PSAB at a Glance: Section PS 2601, Foreign Currency Translation</a></li> <li>• <a href="#">PSAB at a Glance: Section PS 3041, Portfolio Investments</a></li> <li>• <a href="#">PSAB at a Glance: Section PS 3050, Loans Receivable</a></li> <li>• <a href="#">PSAB at a Glance: Section PS 3450, Financial Instruments</a></li> </ul> |

## Standards Effective April 1, 2023

Public sector entities must consider the impacts the following new and amended standards will have on their March 31, 2024 and December 31, 2024 year ends. Refer to the publications provided in the table at the end of this section for more detailed information on these changes.

### Revenue

In November 2018, the Board issued new Section PS 3400, *Revenue*. Prior to this, the PSA Handbook only contained guidance on specific revenue transactions such as, taxation, government transfers, etc. As a result, many public sector entities consulted other sources of GAAP when accounting for types of revenue for which the PSA Handbook did not provide specific guidance, which resulted in diversity in practice.

The new standard establishes overall guidance on how to account for and report revenue. The standard makes a distinction between transactions that include performance obligations (exchange transactions) and those that do not include a performance obligation (non-exchange transactions). A performance obligation is an enforceable promise to provide specific goods or services to a specific payor. Based on the definition, in order to identify a performance obligation a public sector entity must be able to identify a distinct good or service and a specific payor. Revenue from transactions with performance obligations is recognized when (or as) the public sector entity satisfies a performance obligation by providing the goods or services to a payor. Therefore, once a performance obligation is identified, an assessment is needed to determine whether revenue recognition occurs over a period of time or at a point in time.

### ***Transactions with Performance Obligations Satisfied at a Point in Time***

A performance obligation is satisfied, and revenue is recognized when control of the benefits for a good or service have been transferred to the payor. Some indicators that control has been transferred include, but are not limited to:

- When the payor is able to use or direct the use, sell, or exchange and obtain substantially all the remaining benefits from the good or service; or
- When the payor has hold of the good or service and can use it at their discretion.

If a performance obligation is not satisfied over a period of time (as described in the next section below), then it must be recognized at a point in time considering the above criteria. An example of a transaction where a performance obligation would be recognized at a point in time would be when a public sector entity sells a recycling bin, since after the initial sale transaction the payor controls the asset and there are no further performance obligations for the public sector entity to complete.

### ***Transactions with Performance Obligations Satisfied Over Time***

When control of the benefits associated with a good or service passes to the payor over time, then the entity recognizes revenue over a period of time if any of the following indicators are met:

- The payor simultaneously receives and consumes the benefit as the public sector entity fulfils the performance obligation;
- The public sector entity's performance creates or enhances an asset that the payor controls or uses as the asset is created or enhanced;
- The public sector entity's performance does not create an asset with an alternative use to the public sector entity, and the public sector entity has an enforceable right to payment for performance completed to date;
- The public sector entity is expected to continually maintain or support the transferred good or service under the terms of an arrangement; or
- The payor is granted access to a specific good or service under the terms of an arrangement.

A portion of the transaction price allocated to each performance obligation is recognized as revenue as the performance obligation is satisfied. An example of a transaction with performance obligations settled over time would be a college providing a certificate course consisting of weekly lectures over an eight-month period to a student who pays \$4,000 up front, since the college must perform multiple performance obligations over a period of time.

### ***Transactions with no Performance Obligations***

Some transactions entered into by a public sector entity do not have any performance obligations attached to them. When this is the case, revenue would be recognized when the public sector entity has authority to claim or retain an inflow of economic resources and a past event or transaction that gives rise to an asset has occurred. An example of a transaction without a performance obligation would be a municipality issuing a parking ticket or fine.



### **Transition**

Adoption of the standard will be accounted for as a change in accounting policy and may be applied retroactively with restatement of prior periods or prospectively.

### **Purchased Intangibles**

In November 2020, the Board issued new a new public sector guideline (PSG) on purchased intangibles. Prior to this, the PSA Handbook prohibited the recognition of purchased intangibles in the financial statements of public sector entities following PSAS without the PS 4200 series of standards. The main highlights of this new PSG-8 include:

- Defining purchased intangibles as identifiable non-monetary economic resources without physical substance acquired through an arm's length exchange transaction between knowledgeable, willing parties who are under no compulsion to act.
- Purchased intangibles are recognized as assets when they meet the definition of an asset and the general recognition criteria in Section PS 1000, *Financial Statement Concepts*. Section PS 3210, *Assets*, provides guidance on applying the asset definition.
- PSG-8 does not provide specific in-depth guidance on how to account for purchased intangibles, but directs the reader to consider the following guidance in determining how to account for purchased intangibles:
  - The definition of an asset in Section PS 1000 and the additional guidance on the asset definition in Section PS 3210;
  - The recognition, measurement, and disclosure concepts in Section PS 1000; and
  - The GAAP Hierarchy in Section PS 1150, *Generally Accepted Accounting Principles*.
- Purchased intangibles are classified as non-financial assets.
- PSG-8 is applied retroactively or prospectively in accordance with Section PS 2120, *Accounting Changes*.

The Board also amended Sections PS 1000 and Section PS 1201 to allow for the recognition of purchased intangibles and removed the disclosure requirements for unrecognized purchased intangibles as a result of the issuance of PSG-8.

### **Public Private Partnerships**

An issue that was identified as a priority in PSAB's 2014 Project Priority Survey was accounting for public private partnerships. These types of arrangements are becoming more common across Canada as government entities look for new ways to finance capital projects, and authoritative guidance on how to account for them was needed. After obtaining feedback from stakeholders, in April 2021, the Board issued new Section PS 3160, *Public Private Partnerships*. The main features of the new standard include:

### **Scope**

- This section applies to public private partnerships between a public sector entity and a private sector partner for infrastructure-project delivery with risk allocation that provides for public sector control of the asset at any point during the arrangement and in which the private sector partner satisfies all the obligations required.
- The private sector partner is obligated to:
  - design, build, acquire or better new or existing infrastructure;
  - finance the transaction past the point where the infrastructure is ready for use; and
  - operate and/or maintain the infrastructure.

### **Examples of P3 arrangements in the scope of this section:**

- The public sector contracts with a private corporation to design, finance and construct a facility. Once completed, the ownership is transferred to the public sector. The public sector then leases the facility back to the private sector, which operates the facility.
- The public sector contracts with the private sector for the design, financing, construction and operation of a new project for a specified time (known as the concession period). During the concession period, the private sector owns and operates the facility, earning a return on its investment through a lease arrangement with the public sector or through user charges. At the end of the period, the public sector takes possession of the facility and has the option of running the facility itself, or giving another contract to the private sector partner.

### **Recognition**

- Where infrastructure is acquired or bettered through a public private partnership, it is recognized as an asset of the public sector entity when the public sector entity controls:
  - The purpose and use of the infrastructure;
  - Access to the future economic benefits and exposure to risks of the infrastructure asset; and
  - Significant residual interest in the infrastructure, if any, at the end of the public private partnership's term.
- At the same time that the infrastructure asset is recognized, an offsetting liability is also recognized. The type of consideration provided to the private sector partner determines the type of liability that is recognized. This distinction will impact subsequent measurement of the liability.
  - Where the consideration is cash or another financial asset, the public sector entity recognizes a financial liability (financial liability model).
  - Where the consideration is the granting of rights (such as the right to charge end users). the public sector entity recognizes a performance obligation (user-pay model).

### ***Initial Measurement***

- An infrastructure asset is initially recognized at cost. Where the cost of acquiring or constructing the infrastructure is both determinable and verifiable such as from a procurement process or contractual agreement, these amounts would be used to initially measure cost.
- Where the cost information is not readily determinable or verifiable, the cost is then equal to the estimated fair value of the asset at the transaction date.
- The offsetting liability is initially measured at the same value as the infrastructure asset less any amounts already paid to the private sector partner.

### ***Subsequent Measurement***

- The infrastructure would be accounted for similar to other assets and would be amortized over its useful life in a rational and systematic manner.
- The subsequent measurement of the liability will depend on the model used for initial measurement.
  - Under the financial liability model, the financial liability would be subsequently measured at amortized cost using the effective interest method.
  - Under the user pay model the liability is subsequently reduced as revenue is recognized by the private sector partner based on the terms of the public private partnership arrangement.

### ***Transition***

- This Section may be applied retroactively or prospectively as follows:
  - Prospective application is used for an infrastructure asset and related liability where control of the infrastructure asset arose on or after April 1, 2023.
  - Retroactive application is used with or without prior period restatement, for an infrastructure asset and related liability where control of the asset arose prior to April 1, 2023 and the asset and related liability have not been previously recognized.
  - Retroactive application is also used with or without prior period restatement, for an infrastructure asset and related liability where control of the asset arose prior to April 1, 2023 and where the asset and related liability were previously recognized and now require adjustment upon applying this new Section.

The resources listed below provide additional information on the changes discussed in this section of the publication.

| AMENDMENT / NEW STANDARD                                | RESOURCES  |
|---|--|
| New Section PS 3400, <i>Revenue</i>                     | <ul style="list-style-type: none"> <li>• <a href="#">PSAB at a Glance: Section PS 3400, Revenue</a></li> </ul>   |
| New Section PSG 8, <i>Purchased Intangibles</i>         | <ul style="list-style-type: none"> <li>• <a href="#">PSAB at a Glance: PSG-8, Purchased Intangibles</a></li> </ul>   |
| New Section PS 3160, <i>Public Private Partnerships</i> | <ul style="list-style-type: none"> <li>• <a href="#">P3 Accounting: 1 New Standard, 2 Sectors, and the Public-Private Repercussions</a></li> <li>• <a href="#">PSAB at a Glance: Section PS 3160, Public Private Partnerships</a></li> </ul> |

## Standards Effective April 1, 2026

### Revised Conceptual Framework

In 2010, the Board decided to undertake a project to review and update the conceptual framework for the PSA Handbook to ensure it is still relevant and that it properly reflects and is grounded in the public sector environment. The conceptual framework guides the Board as it develops new standards or amends existing ones. In developing the revised conceptual framework, the Board sought feedback from stakeholders through three Consultation Papers, a Statement of Concepts and an Exposure Draft. The revised conceptual framework was approved by the Board in June 2022. It will replace the existing conceptual framework, which consists of Section PS 1000, *Financial Statement Concepts*, and Section PS 1100, *Financial Statement Objectives*. The revised conceptual framework includes the following 10 chapters:

- Introduction to the Conceptual Framework - this chapter defines the conceptual framework and outlines the needs and objectives.
- Characteristics of Public Sector Entities - This chapter builds upon and replaces Appendix A - *Unique Characteristics of Government* in existing Section PS 1100. Identifying the characteristics of public sector entities will result in concepts and standards appropriate to the public sector.
- Financial Reporting Objective - This chapter identifies the primary users as the public and its elected or appointed representatives. It also identifies the financial reporting objectives as the need to provide information for accountability purposes and the broad financial reporting accountabilities.
- Role of Financial Statements - This chapter creates a link between financial reporting and financial reporting in financial statements.
- Financial Statement Foundations - This chapter clearly identifies the foundations that currently underlie the existing conceptual framework.
- Financial Statement Objectives - This chapter builds upon and revise the objectives of existing Section PS 1100.

- Financial Statement Information - This chapter establishes the qualitative characteristics of financial information and considerations for including this information in the financial statements.
- Elements of Financial Statements - This chapter defines the four elements in the financial statements: assets, liabilities, revenues, and expenses.
- Recognition and Measurement in Financial Statements - This chapter covers the general recognition and measurement criteria. The concepts here remain unchanged from the existing conceptual framework.
- Presentation Concepts for Financial Statements - This chapter includes some presentation concepts from Section PS 1201, *Financial Statement Presentation*, as well as new presentation concepts to promote the preparation of understandable financial statements.

The revised conceptual framework will be effective for fiscal years beginning on or after April 1, 2026, with earlier adoption permitted. The conceptual framework is to be applied prospectively.

### New Reporting Model

Related to PSAB's recent approval of the revised Conceptual Framework discussed above, the Board has also been working on the development of a new reporting model. The Board considered the relative merits of many reporting models, as well as, feedback from stakeholders and has approved the issuance of new Section PS 1202, *Financial Statement Presentation*, which will build upon existing Section PS 1201 of the same name, to better respond to the need for understandable financial statements. The new reporting model will consist of:

- A Statement of Financial Position - The net debt indicator will be relocated to its own statement (see below), and liabilities will be separated into financial and non-financial categories. The statement will also be restructured to present total assets, then total liabilities to arrive at the net assets or net liabilities indicator. A new third component "accumulated other" would also be added to net assets/liabilities.
- A Statement of Net Financial Assets (Net Financial Liabilities) - This new statement will display a revised calculation of net debt. A net financial asset position means there are financial assets available to provide services in the future and to settle future financial liabilities. A net financial liability position means there is a need for additional financial assets to aid in settling past financial liabilities, it reflects the entity's ability to finance activities, provide services or settler financial liabilities in the future. There will also be an option to present the net financial assets/liabilities indicator at the bottom of the statement of financial position.
- A Statement of Operations - There are no changes to this statement from what is currently required under existing Section PS 1201.
- A Statement of Changes in Net Assets (Net Liabilities) - This is a new statement that will show a reconciliation between the opening and closing balances of each component of net assets or net liabilities. This statement will allow the entity to be transparent about which revenues and expenses are recognized in surplus or deficit and those that are recognized directly in a component of net assets or net liabilities.

- A Statement of Cash Flow - Financing activities will be separated from other items on the cash flow statement. This will allow the statement to highlight net cash before financing activities to show whether all of an entity's other activity combined resulted in the need to raise cash through financing activities.
- Accompanying Notes and Schedules.

There will also be new budget requirements including presentation of budget figures using the same basis of accounting, accounting principles, scope of activities and classifications as the actual amounts. As well as, an acknowledgement on the face of the statements where an actual-to-budget comparison could not be completed.

The Board approved new Section PS 1202 in March 2023 and it is expected to be issued in the PSA Handbook in October 2023. The new standard, along with related consequential amendments, will be effective for fiscal years beginning on or after April 1, 2026 with earlier adoption permitted if the entity adopts the revised Conceptual Framework at the same time. PSAB plans to issue plain-language and other non-authoritative guidance in the future to help stakeholders better understand the requirements of this new standard.

## The Future of PSAS

The PSAB also has a number of projects on the go which seek to improve public sector standards to better meet stakeholder needs both now and in the future. The following provides a brief overview of these projects.

### Exposure Draft – Employment Benefits

A project on employee benefits was identified as a top priority in PSAB's 2014 Project Priority Survey. The project is needed as new types of pension plans have been introduced and there have been changes in the related accounting concepts since existing Sections PS 3250, *Retirement Benefits*, and Section PS 3255, *Post-employment Benefits, Compensated Absences and Termination Benefits*, were issued many years ago.

The Board issued an Exposure Draft in July 2021 proposing to replace these two existing standards with new Section PS 3251, *Employee Benefits*. The principles in IPSAS 39, *Employee Benefits*, were used as the starting point in developing this guidance. This Exposure Draft is the first phase of PSAB's multi-phase approach to this project. The focus in this phase is on deferral provisions and discount rate guidance. In future phases, the Board will focus on developing guidance for accounting for non-traditional pension plans and other issues.

The main highlights of the Exposure Draft are as follows:

- Deferral Provisions
  - For actuarial gains and losses, the deferral and amortization approach would no longer be used.
  - Revaluations of the net defined benefit liability (asset) which, include actuarial gains and losses, are recognized immediately on the statement of

financial position within the net defined benefit liability (asset) and accumulated other component of net assets.

- These revaluations would not be reclassified to surplus or deficit in a subsequent period.
  - Plan assets would be measured at market value.
- **Discount Rate**
    - The discount rate used would depend on the funding status of the plan.
    - For a fully funded plan where the projected balance of plan assets exceeds projected benefit payment obligations for all project periods, the discount rate used would be the expected market-based return on plan assets.
    - For an unfunded plan where the projected balance of plan assets does not exceed projected benefit payment obligations for any projected period, the discount rate used would be the provincial governments bond rate.
    - Lastly, for partially funded plans where the projected balance of plan assets exceeds projected benefit periods for fewer than all projected periods, the discount rate would be a single discount rate that reflects the fully funded rate for periods where the balance of plan assets is projected to be greater than or equal to projected benefit payments and the unfunded rate for all other periods.
  - **Other Proposed Changes**
    - The net interest on the net defined benefit liability (asset) would be determined by multiplying the net defined benefit liability (asset) by the rate used to discount the post employment benefit obligation.
    - Minor modifications to the guidance for joint defined benefit plans including changing legal terminology to accounting terminology by replacing references to “sponsors” with “participating entities” and directing entities to use multi-employer plan guidance.
    - More detailed disclosure requirements.

The proposed standard would have an effective date of April 1, 2026, and would require retroactive transition. The Board is currently working through significant feedback it received on the above proposals and determining next steps.

### Exposure Draft – 2022-2023 Annual Improvements

The PSAB has adopted an annual improvement process to correct errors in the wording or provide clarifications to the PSA Handbook. In August 2022, the Board issued its 2022-2023 Annual Improvements Exposure Draft proposing the following changes:

- Replace the term “summary financial statements” with “financial statements” or “financial reports”.
- Clarify the Introduction to Public Sector Guidelines and remove outdated guidance related to local governments.



- Update the transitional provisions in Section PS 3160, *Public Private Partnerships*, to explicitly state that early adoption is permitted.
- Change some references to the term “power” to “ability” or “authority” as appropriate, given the use of the term “power” to reference sovereign or equivalent powers in Chapter 5 of the revised conceptual framework.
- Update Section PS 3050, *Loans Receivable*, to address grammatical errors in the decision tree.
- Update PSG 8, *Purchased Intangibles*, to clarify its application to inter-entity transactions.
- Update the designation and numbering of existing appendices in the PSA Handbook to align with categories established by IPSAS; and
- Update the terminology in many standards from “government” to “public sector entity” or “entity” as appropriate.

In December 2022, the PSAB approved the majority of the changes (all except for the last two changes listed above as based on feedback received from constituents it was determined these changes were beyond the scope of an annual improvement). The final Handbook amendments will be published in two phases:

- On April 1, 2023, the amendments to allow early adoption of Section PS 3160, *Public Private Partnerships*, and clarify the application of PSG-8, *Purchased Intangibles*, to inter-entity transactions were issued and became effective.
- The remainder of the amendments will be published in late 2023, with an effective date of the first day of the month published.

### Government Not-for-Profit Strategy

While developing its 2017-2021 Strategic Plan, the Board signaled its intent to assess the specific needs of government not-for-profit organization (GNFPO) stakeholders and to assess if there is a need for some public sector accounting standards to apply differently to this particular group. The Board issued Consultation Papers in 2019 and 2021 seeking stakeholder feedback on the trends and needs in the GNFPO sector and the potential options as it relates to the future of the PS 4200 series of standards. As a result of the feedback received on these Consultation Papers the Board decided that the best option going forward is to incorporate the PS 4200 series of standards into the PSA Handbook with potential customizations. This will involve the Board undertaking a series of standard-level projects to review the PS 4200 series to determine which standards will be included.

At its December 2022 meeting, the Board approved the first project which encompasses a review of Section PS 4230, *Capital Assets held by Not-for-Profit Organizations*, and Section PS 4240, *Collections held by Not-for-Profit Organizations*, to determine what amendments should be proposed to Section PS 3150, *Tangible Capital Assets*. The Board is currently developing an Exposure Draft on the proposed changes which is expected to be issued for comment in 2024.

We would encourage GNFPs to stay up to date on this project and watch for the capital assets Exposure Draft, which will be available on the [government not-for-profit - capital assets project page](#) of the FRAS Canada website, and provide their feedback on the Board's proposals.

## Public Sector Accounting Discussion Group

The Public Sector Accounting Discussion Group (PSADG) is a regular public forum at which issues arising on the application of the PSA Handbook can be discussed. The group meets two times a year and consists of members that include preparers, auditors, and users of government and government organization financial reports. The group's purpose is to assist the Board regarding issues arising on the application of the PSA Handbook and other areas of concern regarding public sector financial reporting, including emerging issues and issues on which the Board seeks advice. While the group does not issue any authoritative guidance or interpretations, as only the Board has the ability to do so, the group's meeting summaries provide meaningful insights on the application of the standards that can be used as a resource. These meeting summaries are available on the FRAS Canada website or by clicking [here](#). During the group's November 2022 and June 2023 meetings, the following topics were discussed:

- **Accounting for Carbon Credits** - Discussion on whether carbon credits meet the definition of an asset in PSAS, what type of asset and what recognition standards apply.
- **Presentation of Certain Items on the Statement of Cash Flows** - Discussion on how public sector entities should present cash flows related to public private partnership arrangements and asset retirement obligations, as well as, whether restricted cash should be included in cash and cash equivalents on the statement of cash flows.
- **Cloud Computing: Accounting for Implementation Costs** - Discussion on whether implementation costs incurred by a public sector entity related to a cloud computing arrangement that is a service arrangement should be capitalized or expensed under PSAS.
- **Cloud Computing: Accounting for Implementation Costs in the Context of a Government Partnership:** - Discussion on how individual partners should account under PSAS for the implementation costs they incur as a result of a cloud computing arrangement that is a service arrangement in the context of a government partnership.
- **Canadian Economic Overview and Potential Impacts to the Public Sector** - Discussion of recent economic trends and consideration of the potential impacts to the Canadian public sector. As well as, discussion of the impacts of rising inflation and the economic environment on financial reporting.

- **Auditors Reporting on Going Concern** - Discussion of the Canadian Auditing and Assurance Standards Board's Exposure Draft on Going Concern<sup>1</sup> and potential public sector implications and the interaction of the proposals with the new guidance on going concern that has recently been added to PSAS's revised Conceptual Framework.

We would encourage public sector entities to keep up to date on topics discussed at these meetings.

## Conclusion

As we head closer to the end of the year, now is the time to discuss with your BDO advisor how the changes made, and the proposed changes to the PSA Handbook will affect your organization. Reach out to us today.

---

<sup>1</sup> The Canadian AASB Exposure Draft on Going Concern is based on the International Auditing and Assurance Standards Board's Exposure Draft "Proposed International Standards on Auditing 570 (Revised 202X) Going Concern and Proposed Conforming and Consequential Amendments to other ISAs". ISAs are adopted in Canada as Canadian Auditing Standards.



# SILGA

*Southern Interior Local  
Government Association*

---

December 12, 2023

**To: All SILGA Members**

**Re: SILGA Convention – Call for Nominations 2024**

As per the Constitution of the Southern Interior Local Government Association (amended 2017), the “Call for Nominations” is now going out to all member Mayors, Councillors, Regional Chairs and Directors who wish to seek a position on the SILGA Executive for the 2024/25 term. Elections will be held during the SILGA Convention from April 30<sup>th</sup> to May 3<sup>rd</sup>, 2024.

Offices to be filled are President, 1<sup>st</sup> Vice President, 2<sup>nd</sup> Vice President and seven Directors. One member of the SILGA board must be an Electoral Area Director of a member Regional District. Those presently serving may run for another term if they so wish.

Excerpt from the SILGA constitution regarding new voting procedures:

7.10 The election of Officers to the Executive shall be held at the Annual General Meeting on a first ballot and that of the Directors at Large subsequently on a second ballot. Any candidate that is unsuccessful in obtaining an Officer position on the first ballot may become a candidate for a Director at Large position on the second ballot.

7.11 If, in the election of the Officers to the Executive on the first ballot, an Electoral Area Director of a regional district is elected, the Director at Large positions will then be filled by the candidates with the most votes.

7.12 If, in the election of the Officers to the Executive on the first ballot, an Electoral Area Director of a regional district is not elected, then in the election of the Directors at Large, the candidate - of those candidates that are Electoral Area Directors of a regional district - with the most votes will be elected as a Director at Large and the balance of the Director at Large positions will be filled by the remaining candidates with the most votes. If only one Electoral Area Director of a regional district candidate runs for a Director at Large position, that candidate will be acclaimed.

Deadline for nominations is Thursday, February 29, 2024. You will be asked to complete a biography and submit a photo for the printing of the official Nominating Committee Report to be contained in the Convention Package.

The SILGA nomination committee is chaired by Past President Lori Mindnich, Village of Lumby.

All those interested in serving are asked to contact Councillor Mindnich by email at [lorideann2@gmail.com](mailto:lorideann2@gmail.com) or at the SILGA office at 250-851-6653. All information should be forwarded to both Councillor Mindnich and the SILGA office ([yoursilga@gmail.com](mailto:yoursilga@gmail.com)).

Alison Slater  
General Manager, SILGA

# SILGA

## *Southern Interior Local Government Association*

---

December 12, 2023

To: All SILGA Members

### **Call for Resolutions for 2024 Convention**

The SILGA Annual General Meeting and Convention is scheduled to be held in Kamloops between April 30<sup>th</sup> to May 3<sup>rd</sup>, 2024. The SILGA Constitution requires that resolutions to be considered at the Annual Meeting are to be received by the Secretary-Treasurer no later than 60 days prior to this meeting. Thursday, February 29, 2024 will be the deadline for receipt of resolutions.

If your local government wishes to submit a resolution for consideration at the 2024 SILGA Convention, please forward by email your resolution to [info@silga.ca](mailto:info@silga.ca). Any background information on the resolution would be helpful. Each resolution should be endorsed by the sponsoring Member's Municipal Council or Regional Board. The resolution should be relative to regional issues and should not pertain to a finite local interest.

**If you do not receive a confirmation email regarding your resolution, please contact the SILGA office at 250 851 6653.**

For information on how to properly write a resolution please refer to the UBCM website below.

<http://www.ubcm.ca/EN/main/resolutions/resolutions/resolutions-procedures.html>

or go to the resolutions page on the SILGA website at

<http://www.silga.ca/convention/resolutions/>

Resolutions not received by February 29th, 2024 will be considered late resolutions and must go through the following procedures to be considered at the AGM.

#### Late Resolutions

- (1) Resolutions submitted following the expiry of the regular deadline noted in section 10.4 shall be considered "Late Resolutions" and shall comply with all other submission requirements, except that a copy of the resolution shall be provided to SILGA by noon on the Friday preceding the date of the Annual General Meeting. The resolutions committee will meet on the Tuesday preceding the Annual General Meeting to provide recommendations as to whether the late resolution(s) should be brought to the Members for inclusion in the resolution debate. All late resolutions must be adopted by a Special



# SILGA

## *Southern Interior Local Government Association*

---

Resolution of the Member Representatives in attendance at the Annual General Meeting to be included in the discussion.

- (2) Late resolutions will be reviewed by the Resolutions Committee prior to the Meeting and only those of a subject matter which could not have been submitted by the normal deadline date outlined in section 10.4 will be considered.
- (3) Late Resolutions shall be available for discussion after resolutions printed in the resolutions book have been considered.
- (4) Late Resolutions admitted for plenary discussion shall be dealt with in the order presented in the Late Resolutions report.
- (5) In the event that a late resolution is recommended to be admitted for discussion, the sponsoring member of the late resolution shall produce sufficient copies for distribution to the Members at the Annual General Meeting.
- (6) The Late Resolution will, after reading, be properly before the meeting, and the regular procedures for handling resolutions will apply.

Alison Slater  
General Manager, SILGA



CSRD

JAN 10 2024



**Lake Louise, Yoho and Kootenay Field Unit**  
Townsites and Realty Services  
Box 213, Lake Louise, AB, T0L 1E0

RECEIVED

January 3, 2024

**Karen Cathcart**

Director Area A  
Columbia Shuswap Regional District  
555 Harbourfront Drive, NE  
Salmon Arm, BC V1A 4P1

Email: [kcathcart@csrd.bc.ca](mailto:kcathcart@csrd.bc.ca)

**RE: Notification of Field Community Plan Update Project**

Dear Ms. Cathcart

Parks Canada is pleased to inform you that we have undertaken a project regarding the community of Field BC, located within CSRD Area A. The project is to update the existing 2010 Field Community Plan with a proposed project completion date of November 2025.

As many elements in the existing community plan continue to be relevant today, the project intention is as an update only. Having said this, the language, format, and some information in the existing plan is out of date and needs modernizing. The community plan update will incorporate new knowledge, address emerging issues, and improve use of the plans by Parks' staff, the public and stakeholders. The completed project will ensure this long-range plan remains relevant and provides sustainable direction for decision-making for the management of Field over the next 10 or more years.

The proposed start of engagement on the Field community plan update is Tuesday, March 5, 2024. The format of the kick-off session will be as a Townhall meeting in the community of Field. We are finalizing the details and will send out an update once the exact times and locations are confirmed.

As a key local government partner, we are keenly interested in engaging you and your team on the update of the Community Plan. If you can confirm your interest in participating in the engagement process, that would be appreciated. In addition, please let us know if you prefer attending the general public sessions, having one-on-one sessions, or a mixture of both. Be assured that Parks Canada will continue to provide you and the CSRD with updates as we work through the community planning process.

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

Yours truly,

**Kathleen Wilker**

Special Project Advisor - Community Plans  
LLYK Townsites & Realty  
Phone: 403-497-5836  
Email: [Kathleen.wilker@pc.gc.ca](mailto:Kathleen.wilker@pc.gc.ca)

cc: Michael den Otter,  
Senior Strategic Advisor, Lake Louise, Yoho and Kootenay Field Unit



**The Shuswap North Okanagan Rail Trail (Sicamous-to-Armstrong)**

**BRIEFING NOTE: Rail Trail Progress Update**

**To:** Shuswap North Okanagan Rail Trail Joint Roundtable  
**From:** Shuswap North Okanagan Rail Trail Technical Operational Committee  
**Date:** December 07, 2023  
**Subject:** Rail Trail Progress Update

Waytkp/Hello SNO Rail Trail Joint Roundtable representatives and contacts,

The last meeting of the SNO Rail Trail Governance Advisory Committee (GAC) was held January 27, 2023.

As you will recall, direction was given at that meeting for the representative CAOs (Splatsin, RDNO, CSR D) to develop new terms-of-reference for the GAC that would more efficiently serve the new implementation phase of constructing the rail trail.

The new terms-of-reference provided for a Governance Advisory Committee made up of the Splatsin Kukpi7 (Chief) and Chairs of the Regional District of North Okanagan (RDNO) and Columbia Shuswap Regional District (CSR D), a Technical Operational Committee (TOC) made up of representative staff from the three rail trail partner owners, and a new third Joint Rail Trail Roundtable made up of the elected representatives, to maintain relationships and communication. (See: [SNO Rail Trail GAC ToR – Final Version, February 17, 2023](#))

The Boards of the CSR D and the RDNO approved the new GAC Terms-of-Reference at their Board meetings in February and March respectively. However, Splatsin Kukpi7 & Tkwamipla7 have not had a quorum sufficient to formally approve the new GAC Terms-of-Reference, so a formal GAC meeting has not been held. Splatsin’s elections will be held in January of 2024, so it is anticipated formal approvals will be received early in 2024.

In the meantime, the TOC has continued to work on implementing the rail trail project. Ongoing support has been provided by the Shuswap Trail Alliance and Urban Systems Ltd to maintain continuity with the Rail Trail Development Plan. This has included technical support, secretarial support, fundraising, and communications support, as needed. Also, Sharen Berger has continued to be contracted to assist with lease, license, and crossing agreements along the jointly owned CSR D/RDNO portion of the rail trail corridor.

The following is a brief progress update of the TOC’s work over the past 10 months. A reminder: community updates, fundraising, and background on the development plan can be found online at [shuswapnorthokanaganrailtrail.ca](http://shuswapnorthokanaganrailtrail.ca)

---

Here is the Summary List:

- **Community Video Update** – see [www.shuswapokanagairailtrail.ca](http://www.shuswapokanagairailtrail.ca)
- **Capital Funding Secured to Date:** \$15,103,361
- **Enderby-Splatsin Test Section** (KM 35.8 – 37.8) – completed November 2024.
- **Sicamous-to-Mara Early Access, Safety, and Erosion Mitigation** (KM 0.5 – 3.5) – Rock scaling completed July 2023. Project shifted south of Bruhn Bridge due to archaeological concerns. Construction tenders will be issued January 2024 for spring work.
- **Interim Trail Access** (KM 0.5 – 3.5) – location assessments underway.
- **Armstrong-to-Lansdowne Road** (KM 49.15 – 50.4) – tenders to be posted this winter for spring 2024.
- **Sicamous-to-Stepney X Road** (KM 0.5 – 42.6) – workplans ready this winter for spring archaeological reviews, scheduling, and construction to begin.
- **Hwy 97A Pedestrian Overpass** (KM 42.6 – 49.2) – secure final funding 2024-2025.
- **Long-term Maintenance** – standards and cost sharing agreement adopted spring 2023.
- **Revegetation Plan** – to be completed this winter ready for implementation and tenders.
- **Invasive Species Management Plan** – completed October 2023.
- **Rail Trail Governance Bylaw and Permit** – approved October 2023 by RDNO and CSR D boards.
- **Correspondence to all adjacent property owners** – update letters currently being prepared.
- **Agricultural Land Commission** – progress report ready to send November 2023.
- **Commercial/Industrial Land Use Agreements** – being finalized.
- **Corporate Utility Statutory Rights-of-Way** – 2 of 3 completed.
- **Mara Hall Consultation** – Trailhead Access Management Plan prepared.
- **2024 Priorities:** complete current projects and initiate full rail trail construction.

The following provides the Details:

- **Community Video Update:** a short video update on the Shuswap North Okanagan Rail Trail has been prepared to provide insight into the vision and values of the project, share aerial footage of the corridor, and update on the current progress. It can be viewed online at <https://shuswapnorthokanagairailtrail.ca/shuswap-north-okanagan-rail-trail-community-update-oct-23-2023/>.
- **Capital Funding Secured to Date:** Current funding for the Rail Trail construction includes. . .
  - \$14,248,506 in grant funding. . .
    - \$250,000 from the Provincial Tourism Infrastructure Grant program through Thompson Okanagan Tourism Association (TOTA)
    - \$459,061 Federal/Provincial COVID Recovery Infrastructure Stream (CVRIS)
    - 2 x \$500,000 from the BC Active Transportation Infrastructure program (BCAT)





Development Corporation's Yucwmenlúcwu (Caretakers of the Land) archaeology department. Rock scaling was completed in July.

Archaeological review of the rail corridor between km 0.0 and km 3.5 along with areas of significance at Bruhn Bridge have delayed final tender documents for trail preparation and surfacing between km 0.0 and km 3.5. Under direction of Splatsin leadership the scope of the trail surfacing project has been moved south to start at km 0.5. Final detail design work is underway to prepare technical tender documents for surface preparation, raising sections where flooding concern has been identified, environmental management plans, aggregate trail surfacing, road crossings, signage, and access bollards between km 0.5 and km 3.5. Work is scheduled to resume in early spring 2024.

Also, the archaeological review of the Rosemond Lake bridge repair was completed at km 15 and final designs for tender are currently being prepared to post and award this winter, ready for early spring 2024 work.

- **Interim Trail Access (km 0.5 – 3.5):** Finalizing locations for interim trail access south of km 0.5 within the northern Sicamous section is currently underway and will be implemented as part of the next phase of work. This will allow time for alternate access plans from Sicamous to be determined with Splatsin, Ministry of Transportation and Infrastructure, and the District of Sicamous.
- **Armstrong-to-Lansdowne Road Project (KM 49.15 –50.4):** (Funding: BC Active Transportation Infrastructure grant, and CSRD/RDNO Rail Trail Reserve Funds)

A signed land lease agreement between the Lessor, CN Rail (who are managing the existing rail spur from CP Rail), and the CSRD and RDNO jointly as the Lessee, was completed in March 2023.

The CSRD also led this project, and Urban Systems was engaged as project manager and engineer-on-record.

Implementation has been delayed due to flood mitigation work by the City of Armstrong under the rail corridor. This work is now complete. As well, a Statutory-Right-of-Way held by the Ministry of Transportation and Infrastructure over the rail corridor for future highway works is being clarified. Archaeological review indicates construction of this section can proceed with onsite monitoring during construction.

In the meantime, technical designs ready for tender are being prepared in consultation with CN Rail, MoTI, and the City of Armstrong. Tenders are anticipated to be posted this winter with work to begin spring 2024.

- **Sicamous-to-Stepney X Road Completion (km 0.5 – 42.6):** (Funding: Active Transportation Fund – Infrastructure Canada, Shuswap North Okanagan Rail Trail Capital Campaign Funds)

Splatsin te Secwépemc are the acting lead on this grant and project implementation. Splatsin Title & Rights staff are currently working through final legal details of the grant contribution agreement with ATF staff prior to Splatsin Kukpi7 & Tkwamipla7 (Chief & Council) signing the agreement. It is anticipated Splatsin Kukpi7 & Tkwamipla7 will have a full quorum following their upcoming elections in January 2024, allowing them to finalize the funding agreement ready for work to begin in spring 2024.

The Federal Ministry of Infrastructure has also reviewed and confirmed in writing that because the Splatsin Development Corporation (SDC) Yucwmenlúcwu (Caretakers of the Land) is 100% owned by the Splatsin te Secwépemc it can act as project manager overseeing contract tenders and providing construction services where capable.

The SDC Yucwmenlúcwu Project Construction Manager and team who constructed the Enderby-Splatsin Test Section will be able to apply the knowledge, efficiencies, and cost savings from that project to construction of the rest of the rail trail corridor. SDC Yucwmenlúcwu (Caretakers of the Land) will continue to work through the TOC in partnership with the RDNO and CSR.

Preparation of overview workplans, timelines, and plan-view detailed drawings will be prepared over winter, to be ready for Archaeological review and scheduling of assessments in early spring 2024.

- **Highway 97A Pedestrian Overpass and Project Completion (KM 42.6 – 49.2):** Completion of the final 6.6 km will require an estimated \$5.6 million in additional funding. The GAC at their January 27, 2023, meeting, directed the TOC to proceed with grant applications to secure the final funding required for completion. The CAOs of the partner owners, however, have recommended work on the currently funded projects should progress further, prior to submitting new grant applications to provincial and federal programs.

Additionally, matching funds are needed to apply for further grants. The community raised Capital Campaign funds held in reserve by the Shuswap Community Foundation on behalf of the Rail Trail partner owners currently totals \$302,855. \$180,000 of that is committed to the Sicamous-to-Stepney X Road Project, leaving \$122,855 available for leverage. An additional \$1.5 million in matching funding will be needed to realize new grants for completion.

To this end, the Technical Operational Committee did not submit applications to the October 2023 intake of the BC Active Transportation funding program as originally directed and will look to the fall 2024 intake period.

- **Long-term Maintenance Standards and Agreement:** An accompanying Statutory-Right-of-Way agreement and a Service Agreement between the three partner owners (Splatsin te Secwépemc, RDNO, CSR) are being prepared to ensure long-term access and a commitment to jointly take care of the rail trail corridor once completed. The service agreement will be based on the



Maintenance Standards and apportioned cost sharing agreement (CSR D 46%, RDNO 46%, Splatsin 8%), which was adopted this spring. (See: [SNO Rail Trail Maintenance Standards](#))

- **Revegetation Plan:** A revegetation plan for the Pilot section has been completed by LARCH Landscape Architecture, with the full plan to be finished this winter. The plan guides use of native species for revegetation along the corridor applicable to shoreline, agricultural, and built urban areas that have been disturbed, including a detailed revegetation concept design for the highly disturbed section through Enderby. The plan provides cost projections to guide project tendering and will also be used to guide long-term revegetation and invasive species mitigation treatments. There is currently no budget approved for re-vegetation of this section; a funding strategy will need to be developed, including grant funding.
- **Invasive Species Management Plan:** An Invasive Species Management Plan has been developed for the rail corridor by the Columbia Shuswap Invasive Species Society. It includes baseline inventories of the corridor, prioritizing invasive species of concern, recommended treatments, and an annual inspection schedule with projected costing. An inspection of previously inventoried priority locations was conducted in October along with treatment recommendations for the coming year. Spot treatment in 2023 included treatment of Leafy Spurge adjacent to the Sicomous Narrows.
- **Rail Trail Governance Bylaw and Permit:** A new bylaw to regulate the use of the Shuswap North Okanagan Rail Trail within the jointly owned RDNO and CSR D portion of the rail corridor was drafted this year and approved by the RDNO and CSR D at their October board meetings.

The bylaw addresses concerns from adjacent property owners, including agricultural operators, regarding the Agreements, which were based on the original CP Rail agreements. The new bylaw and accompanying permits provide clearer assurance and terms for various situations. They:

- a) ensure the Shuswap North Okanagan Rail Trail Lands are developed into a network of regional trails in an efficient and safe manner;
- b) maintain the integrity of the Shuswap North Okanagan Rail Trail;
- c) minimize conflict between different classes of users at different places on these regional trails;
- d) recognize that agricultural landowners adjacent to the railroad lands have historic access across the rail line under the Railway Act; and,
- e) authorize the granting of Permits and establish the terms and conditions on which adjacent owners may access and use the Shuswap North Okanagan Rail Trail under the authority of such a Permit.

The full bylaws can be viewed for both the CSR D and RDNO online here:

- <https://www.csr d.bc.ca/DocumentCenter/View/3905/-Bylaw-Number-5865-2023---Rail-Trail-Governance-PDF>
- [https://www.rdno.ca/sites/default/files/2023-10/BL\\_2977.pdf](https://www.rdno.ca/sites/default/files/2023-10/BL_2977.pdf)

- **Correspondence to all adjacent property owners** along the rail trail corridor is being sent out to update everyone on the new bylaw and permits. Property owners who require permits will be asked to submit their requests before the anticipated spring 2024 construction starts.
- **Agricultural Land Commission:** The new bylaw and permits address concerns raised by agricultural property owners adjacent to the rail trail (ensuring access, removing financial burden, clarifying insurance requirements, and simplifying the crossing agreement process). As well, commitments to establish an agricultural code of conduct, accompanying signage, and an invasive species management plan have been implemented. The TOC will now provide an update report to the Agricultural Land Commission along with a record of communications with adjacent agricultural property owners and signed permit agreements prior to commencing construction of the trail within the designated Agricultural Land Reserve.
- **Commercial/Industrial Land Use Agreements:** Licence agreements for commercial/industrial use within the rail trail corridor are being finalized with Sure Crop Feeds, North Enderby Timber, Okanagan Fertilizer, and North Columbia Trading Company.
- **Corporate Utility Statutory Rights-of-Way:** Corporate Utility Statutory Rights-of-Way have been completed for Fortis BC and BC Hydro infrastructure within the rail trail corridor. The TOC continues to work with TELUS to complete its Statutory Rights-of-Way.
- **Mara Hall Consultation and Trailhead Access Management Plan:** RDNO hosted an information meeting with Mara Community property owners on [February 16, 2023](#) to provide an update on rail trail progress and discuss concerns related to public access surrounding Mara Hall. Concerns were primarily related to access, parking, and use of the local bridge and roads managed under Ministry of Transportation and Infrastructure. These concerns are not related to adjacent agricultural properties along the rail trail but do potentially impact agricultural operations so the rail trail owners through the Technical Operational Committee worked on a follow-up response plan for the rail trail adjacent to Mara Hall. (See: [Mara Hall Trailhead Access Management Plan, June 13, 2023](#)) The plan has been forwarded to the Mara Hall Association, and a follow-up community meeting will be organized if required.

#### Priorities for 2024:

- Completion of the Sicamous to Mara project
- Finalize the Active Transportation Fund – Infrastructure Canada grant with SplatSIN, and begin the full rail trail construction between km 0.5 in Sicamous to km 42.6 at Stepney X Road,
- Begin the Armstrong-to-Lansdowne section between km 49.2 and km 50.4 in 2024.
- Erosion mitigation plans for the 12 very-high risk locations targeted for repair will be submitted for environmental review in 2024 with anticipated completion of the full km 0.5 to km 42.6 section in 2025.



**Council Meeting**  
**December 13<sup>th</sup> 2023 • 9:30 – 12:30 PM**  
**Zoom meeting**

Draft Record of Decisions and Action Items

This record is subject to change at the next Council meeting

**Meeting objectives**

1. Receive update from program managers
2. Approve budget updates for 2023-24
3. Receive guest presentation from White Lake Residents' Association
4. Receive research proposal from Margot Webster, M.Sc. candidate

**Present**

Jay Simpson, Chair – Columbia Shuswap Regional District, Area F  
 Natalya Melnychuk, Vice Chair – Columbia Shuswap Regional District, Area G  
 Marty Gibbons – Columbia Shuswap Regional District, Area C (*from 10:45 am*)  
 Rhona Martin – Columbia Shuswap Regional District, Area E  
 Debbie Cannon – City of Salmon Arm (*to 11:35 am*)  
 Pam Beech – District of Sicamous (*to 10:25 am*)  
 David Lepsoe – Thompson-Nicola Regional District, Village of Chase (*to 11:45 am*)  
 Allysa Hopkins – Regional District of North Okanagan, Area F  
 Kym Keogh – BC Ministry of Environment and Climate Change Strategy (*to 10:30 am*)  
 Lindsay Benbow – BC Ministry of Agriculture & Food (*to 11:35 am*)  
 Erik Kok – Community representative (*to 12:00 pm*)  
 Kimm Magill-Hofmann – Community representative  
 Phil Owen – Community representative  
 Dennis Einarson – Senior Scientific Advisor (*from 9:55 am to 12:00 pm*)

Erin Vieira and Alex de Chantal – Staff, c/o Fraser Basin Council

**Observers**

|                   |              |
|-------------------|--------------|
| Barbra Fairclough | Ian Rogalski |
| Clyde Mitchell    | Lita Gomez   |
| Linda Franklin    | Carly Foster |

**Regrets**

|                    |               |
|--------------------|---------------|
| Reid Hamer-Jackson | Robyn Laubman |
| Howard Nordquist   | Dean Trumbley |
| Kelly Chiatto      | Jim Johnson   |

**Call to Order**

Chair Jay Simpson called the meeting to order at 9:40 AM.

The Chair acknowledged the traditional and historic lands of the Secwepemc and Syilx Peoples.

**Adoption of meeting agenda**

**Moved/seconded** by Director Hopkins/Erik Kok that:

The agenda for the December 13<sup>th</sup> 2023 meeting of the Shuswap Watershed Council be approved.

**CARRIED**

**Adoption of meeting summary**

**Moved/seconded** by Director Martin/Councillor Cannon that:

The summary of the September 13<sup>th</sup> 2023 meeting of the Shuswap Watershed Council be approved.

**CARRIED**

**Correspondence**

**Moved/seconded** by Vice Chair Melnychuk/Director Hopkins that:

The correspondence be received for information.

Discussion:

The Chair briefly summarized the reply letter that the SWC received from Ministers Heyman and Cullen; the letter suggested that SWC's recommendations for regulatory tools to stop the spread of invasive mussels be submitted through the *Wildlife Act* review process.

Councillor Beech remarked that it was great to see such an outpouring of correspondence from local governments to the Province about invasive mussels. Chair Simpson agreed; Vice Chair Melnychuk commented on the importance of having the SWC to serve as an advocate for this issue locally.

**CARRIED**

**Moved/seconded** by Director Martin/Director Hopkins that:

Staff follow up with the *Wildlife Act* review process as suggested in the Ministerial correspondence.

**CARRIED**

Action item:

Staff will submit the SWC recommendations to the Province for stopping the spread of invasive mussels to the *Wildlife Act* review process.



**Old business: draft committee meeting summaries, for information**

**Moved/seconded** by Vice Chair Melnychuk/Kimm Magill-Hofmann that:

The draft summaries of the Water Monitoring Group and the Water Protection Advisory Committee be received for information.

**CARRIED**

*Dennis Einarson entered the meeting at 9:55 am*

**Old business: Item deferred from September 13<sup>th</sup> SWC meeting – Water Quality Grant Program budget**

Mr. Alex de Chantal, Program Manager, gave a brief summary about the rationale for increasing the grant program budget, citing inflation and that the grant program was over-subscribed last year.

**Moved/seconded** by Director Hopkins/Councillor Cannon that:

The Water Quality Grant Program budget be increased by \$10,000 to a total of \$65,000 for 2023-24.

Discussion:

Councillor Cannon suggested that the grant program specifically target farms in the Salmon River valley and the Shuswap River valley, because the SWC research has shown this is the source of nutrients causing algal blooms. Mr. Phil Owen suggested that social media and mail-outs could be used in promoting the grant program to farms; he also remarked that the SWC could provide signage to grant recipients, similarly to the Environmental Farm Plan program. Mr. Dennis Einarson reminded everyone that the Province has an *Agricultural-Environmental Management Code of Practice*, which requires farms to meet certain standards and requirements; this legislation is being phased in over a period of years. Other comments were made about the grant program targeting hobby or commercial farms in the Shuswap watershed. Kym Keogh reminded everyone that if they observe concerns or problems relating to agricultural waste, they should call the Provincial RAPP line.

Chair Simpson directed staff to administer the vote by email because the meeting did not meet quorum for financial decisions.

Action item:

Staff will administer the vote via email. *Now complete.*

**CARRIED**

*Councillor Pam Beech and Kym Keogh left the meeting at 10:30 am*

**Report from Chair**

No report from Chair Simpson, he moved directly into the next agenda item.



**Update on CSRD referendum and roundtable discussion**

Chair Simpson reported that the CSRD has re-scheduled their referendum for the continuation of their funding to support the Shuswap Watershed Council to take place on February 3<sup>rd</sup>. CSRD staff will commence notifications about the referendum in early January. The CSRD Board has not yet determined if the tax in question will be a parcel tax or an *ad valorem* tax.

*Director Gibbons and Carly Foster entered the meeting at 10:45 am*

Discussion:

Director Martin commented that communications should emphasize that the CSRD service in question has been in place for 10 years and that the service has nothing to do with water metering or access to water for domestic purposes.

Erik Kok commented on the importance of the CSRD informing residents about the cost implications of continuing the service (i.e. whether it will be a parcel tax or an *ad valorem* tax).

Vice Chair Melnychuk suggested all SWC members reach out to CSRD voters to make them aware of the referendum.

The Chair commented that staff have requested an increase to the communications budget so that they can publish some informative articles and advertisements in January.

**Report from Program Managers**

Chair Simpson noted the time and suggested the meeting move straight to the updated budget items as presented in the agenda package.

**Moved/seconded** by Kimm Magill-Hofmann/Phil Owen that:

The Communications budget be revised as presented.

Discussion:

Chair Simpson emphasized that SWC communications will focus on delivering factual information about the SWC's work so that CSRD voters are aware.

Director Gibbons commented that there is a contract with the CSRD and the Shuswap Watershed Council that restricts how the SWC can spend money on communications. Mr. Alex de Chantal, Program Manager, confirmed that necessary steps have been taken, the SWC is registered with Elections BC and that its communications will inform voters about the work of the SWC.

Mr. Erik Kok commented that he is in support of the SWC undertaking communications in January to inform voters about the work and the role of the SWC.



Chair Simpson directed staff to administer the vote by email because the meeting did not meet quorum for financial decisions.

Action item:

Staff will administer the vote via email. *Now complete.*

**CARRIED (Director Gibbons opposed)**

**Moved/seconded** by Director Hopkins/Kimm Magill-Hofmann that:

The Wetland Strategy budget be re-allocated as presented.

The motion could not be voted on because the meeting did not meet quorum for financial decisions.

Action item:

Staff will administer the vote via email. *Now complete.*

**CARRIED**

**Guest presentation:  
White Lake  
Residents'  
Association**

Mr. Patrick Frank introduced himself as a resident and volunteer of White Lake Residents' Association (WLRA). He explained some of the monitoring underway at White Lake since 2017, including for invasive fish species and water quality. WLRA has worked with the Province and the Salmon Arm Fish and Game Club on these initiatives. In 2018, the WLRA joined the BC Lake Stewardship Society to embark on a Level 1 and later a Level 3 water monitoring program. The WLRA has an experienced volunteer water monitoring crew that carries out the program and they have secured water monitoring equipment. A Level 3 program has now been completed, spanning from 2020-2023. The WLRA will receive the results of their three-year Level 3 monitoring program from a staff member at the Province in January. In 2024 the WLRA is reverting to a simpler Level 1 monitoring program.

Mr. Frank thanked the Shuswap Watershed Council for the financial support to carry out a Level 3 water monitoring program on White Lake. To-date, the WLRA has spent \$3400 of the \$4200 granted from the SWC.

Discussion:

Mr. Erik Kok commented that it's great to see communities involved in local water monitoring.

Mr. Phil Owen asked if the funding from SWC leveraged any other funds for the White Lake monitoring program. Mr. Frank replied that there are plenty of volunteer hours committed to it.





**Guest presentation:  
Margot Webster**

Ms. Erin Vieira, Program Manager, introduced Margot Webster, a Masters candidate studying at Royal Roads University in the Masters of Environmental Management Program and explained that Ms. Webster reached out to discuss her research thesis. Ms. Webster then introduced herself and stated she is on staff with the Ministry of Environment. Through her work with the Ministry she is aware of the algal blooms that have occurred in the Salmon Arm Bay of Shuswap Lake. She is interested in nature-based solutions to resolve complex environmental issues. Floating treatment wetlands (FTWs) are one such nature-based solution. She explained that it is a simple technology using plants to uptake nutrients from water to improve water quality. FTWs aren't a standardized technology and aren't well tested in natural environments in western Canada.

For her research, Ms. Webster will build three FTWs and deploy them in the Salmon River in 2024 and monitor how they take up nutrients from the river. She provided an overview of her experiment methodology, including three FTWs and a suite of water quality monitoring upstream and downstream of the FTW locations. She explained that algal blooms are a global water quality problem, and FTWs pose a potential solution that is simple and inexpensive.

Ms. Webster provided a cost estimate for her project, and asked that if it aligns with the SWC's objectives, could the SWC provide a contribution to it in the amount of \$5620. She has secured other potential funding sources including BC Wildlife Federation, BC Conservation Foundation, BC Ministry of Environment, Department of Fisheries and Oceans, and NSERC and other academic sources. She commented that at the end of her research project, she would be happy to donate the FTWs to a group for long-term deployment on the river or the lake.

*Councillor Cannon and Lindsay Benbow left the meeting at 11:35 am*

Discussion:

Mr. Dennis Einarson asked some clarifying questions about her methodology. He further commented that he likes the project and anticipates it to be beneficial.

Chair Simpson commented that it is an interesting proposal and potentially fits with the Wetland Strategy that the SWC is developing. He requested that Ms. Webster share a documented request for financial support with the SWC.

Phil Owen commented that he thinks the research project is a great idea. He asked if her project needs any approvals from DFO due to the Salmon River being a salmon-bearing river. Ms. Webster replied that she is currently working with three permitting bodies.

Chair Simpson thanked Ms. Webster for her presentation.

Action item:

Staff will follow up with Ms. Webster to receive her presentation slide deck and a written request for funding assistance for her research.

*Mayor Lepsoe left the meeting at 11:45 am*

**Report from  
Program Managers**

Ms. Erin Vieira presented a financial report for the second quarter (April 1<sup>st</sup> – September 30<sup>th</sup> 2023):

Revenue for 2023-24 (no change from previous meeting):

| <b>Revenue sources</b>  | <b>(\$)</b>    |
|---|----------------|
| 2022-23 operational surplus                                     | 47,656         |
| 2023-23 funds allocated and carried forward to 2023-24 projects | 53,004         |
| <i>Per Contribution Agreement:</i>                              |                |
| CSRD Areas C, D, E, F, G and District of Sicamous               | 160,000        |
| TNRD  | 53,600         |
| City of Salmon Arm  | 40,000         |
| Adams Lake Indian Band  | 1300           |
| <i>Grant funding:</i>   |                |
| Transport Canada Boating Safety Contribution Program            | 24,025         |
| Habitat Conservation Trust Foundation (confirmed)               | 0              |
| <b>Total revenue</b>  | <b>379,585</b> |

*Expenses shown on the next page ...*



## Report from Program Managers

Budget and actual expenses to end of second quarter (April 1<sup>st</sup> – September 30<sup>th</sup> 2023):

| Program   | Annual budget (\$) |                        |                | Q1 + Q2 actual expenses (\$) |                        |                   |
|---|--------------------|------------------------|----------------|------------------------------|------------------------|-------------------|
|   | Expenses           | Program mgmt. (labour) | Sub-total      | Expenses                     | Program mgmt. (labour) | Sub-total         |
| Water Quality Monitoring Program  |                    |                        |                |                              |                        |                   |
| Shuswap Water Monitoring Group  | 0                  | 7200                   | 7200           | 0                            | 640.00                 | 640               |
| Water monitoring expenses   | 21,900             | 2200                   | 24,100         | 16,453.08                    | 600.00                 | 17,053.08         |
| Annual Water Quality Report   | 7200               | 5800                   | 13,000         | 8019.51                      | 3760.00                | 11,779.51         |
| Water Quality Protection Program  |                    |                        |                |                              |                        |                   |
| Water Protection Advisory Committee                                     | 0                  | 4200                   | 4200           | 0                            | 853.33                 | 853.33            |
| Water Quality Grant Program   | 108,464            | 9800                   | 118,264        | 26,590.93                    | 4040.00                | 30,630.93         |
| Wetland Strategy  | 20,000             | 4000                   | 24,000         | 2316.50                      | 3813.33                | 6129.83           |
| Climate change impact study (with TRU)                                  | 3000               | 600                    | 3600           | 3000.00                      | 280.00                 | 3280.00           |
| Zebra & Quagga Mussel Prevention Program                                |                    |                        |                |                              |                        |                   |
| Education and outreach campaigns  | 33,300             | 6600                   | 39,900         | 30,417.11                    | 3760.00                | 34,177.11         |
| Safe Recreation Program   |                    |                        |                |                              |                        |                   |
| Safety campaigns  | 20,000             | 10,000                 | 30,000         | 11,872.20                    | 3880.00                | 15,752.20         |
| Communications, Public Engagement, & Advocacy                           |                    |                        |                |                              |                        |                   |
| Communications collateral   | 3250               | 6100                   | 9350           | 2488.62                      | 2400.00                | 4888.62           |
| Public engagement and media   | 4150               | 16,800                 | 20,950         | 5375.97                      | 10,386.67              | 15,762.63         |
| Advocacy  | 0                  | 4200                   | 4200           | 0                            | 493.33                 | 493.33            |
| Administration  |                    |                        |                |                              |                        |                   |
| Council meetings, work planning, staff liaise with Chair and Vice Chair | 2600               | 20,800                 | 23,400         | 578.88                       | 11,466.67              | 12,045.55         |
| Financial management and fund development                               | 0                  | 16,700                 | 16,700         | 0                            | 7626.67                | 7626.67           |
| Sub-total expenses  | <b>223,864</b>     | <b>115,000</b>         | <b>338,864</b> | <b>107,112.79</b>            | <b>54,000.00</b>       | <b>161,112.79</b> |
| Contribution to Operating Reserve                                       |                    |                        | 40,721         |                              |                        |                   |
| Total budget for 2023-24  |                    |                        | <b>379,585</b> |                              |                        |                   |

*Dennis Einarson and Erik Kok left the meeting at 12:00 pm*

**Report from  
Program Managers**

Erin Vieira and Alex de Chantal, Program Managers, provided an update since the last Council meeting held in September:

- SWC members toured Trinity Dairies in Enderby on October 20<sup>th</sup> to learn about nutrient management, dairy cattle, and the flood mitigation project on the farm that was partially funded by SWC Water Quality Grant funds
- Staff facilitated a meeting of the Shuswap Water Protection Advisory Committee on November 22<sup>nd</sup>; the committee reviewed the Water Quality Grant Program Guide and will next meet in February to review applications to the grant program
- Staff facilitated a meeting of the Shuswap Water Monitoring Group on November 28<sup>th</sup>; the group reviewed 2023 water monitoring activities and had a roundtable discussion on wildfire impacts
- An update on five projects funded by SWC Water Quality Grant funds was provided, with four projects being complete and the fifth being on schedule and on budget
- The Water Quality Grant Program opened for applications on December 1<sup>st</sup>; the application period will close on January 31<sup>st</sup> and applications will be reviewed in February and approved in March. Staff are facilitating a webinar on January 10<sup>th</sup> with prospective applicants to provide information about the grant program.
- The Wetland Strategy is progressing; a consulting firm completed an assessment, inventory and mapping project of wetlands in the Salmon Arm Bay drainage. Staff have applied for funding to Environment Canada for next steps, which will include further analysis, prioritization and classification of wetland data to identify key areas for restoration and conservation.
- Educational campaigns for preventing the spread of invasive Zebra & Quagga Mussels to BC have mostly concluded for the winter; with the recent discovery of Quagga mussels in Idaho, staff will keep this program running at lower capacity through the winter instead of shutting down completely
- The field program for monitoring for invasive mussels in the Shuswap has concluded for 2023, no invasive mussels were detected in any samples. This field program is carried out by the Columbia Shuswap Invasive Species Society.
- Staff are reviewing and providing input to a new draft Provincial Invasive Species Strategy for BC. Input from the SWC will focus on strategies to prevent the spread of invasive mussels to BC. See the draft strategy, prepared by the Invasive Species Council of BC, here: <https://bcinvasives.ca/invasive-species-strategy-for-bc/>.
- Staff published an updated Nutrients and Water Quality research summary report in October. The report is available online and print copies were sent to library branches in the Shuswap.
- Three media releases were published this fall regarding recent SWC activities and announcements



- Staff worked with the Chair to send two letters to Provincial and Federal ministers regarding calls-to-action to prevent the spread of invasive mussels to BC
- Staff worked with the Chair and four local governments to send a follow-up letter to Interior Health regarding algal bloom response and responsibilities, asking IH to re-instate their leadership over these issues
- Staff are working with the four funders (CSRD, Thompson-Nicola Regional District, City of Salmon Arm and Adams Lake Indian Band) to amend the Contribution Agreement by extending it for a year, per the direction given at the September SWC meeting
- Staff have applied to Transport Canada for \$24,000 grant funding to support safe boating and swimming campaigns next summer.

**Roundtable discussion: 2023 wildfire season and impacts to the Shuswap watershed**

This item was removed from the agenda.

**New business: SWC meeting schedule for 2024**

**Moved/seconded** by Director Hopkins/Kimm Magill-Hofmann that:

The SWC meeting schedule for 2024 be approved as presented.

Discussion:

Director Hopkins commented that there is an Okanagan Regional Library Board meeting on September 11<sup>th</sup> 2024 that will create a scheduling conflict with some SWC members.

**CARRIED**

Action item:

Staff will try to find an alternative date for the September meeting.

The meeting schedule for 2024 will be: March 13<sup>th</sup>, June 12<sup>th</sup>, September 11<sup>th</sup> (tentatively re-scheduled to a date not yet determined), December 11<sup>th</sup>.

Meetings will be held in the CSRD Boardroom in Salmon Arm, 9:30 AM – 12:00 PM except for the December meeting which will be held via Zoom.

**Roundtable updates**

This agenda item was removed from the agenda.



**Adjourn**

**Moved/seconded** by Director Hopkins/Kimm Magill-Hofmann that:

The December 13<sup>th</sup> Shuswap Watershed Council meeting be adjourned.

**CARRIED**

The meeting adjourned at 12:30 pm.

**CERTIFIED CORRECT:**

---

Chair

## Report from Chair

Chair Jay Simpson reported that the Columbia Shuswap Regional District (CSRD) has re-scheduled their referendum to February 3<sup>rd</sup>. The referendum is to determine if the CSRD will continue being a funder of the Shuswap Watershed Council. The referendum is for residents of the CSRD Areas C, D, E, F and G and the District of Sicamous.

## Report from Program Managers

Erin Vieira and Alex de Chantal provided an update on program operations since the last SWC meeting:

- Staff facilitated a bi-annual meeting of the Shuswap Water Monitoring Group to review the 2023 field monitoring season
- Five watershed restoration projects are underway on four farms and a tree nursery with funding from the SWC via the Water Quality Grant Program
- The Water Quality Grant Program is open for applications from December 1<sup>st</sup> 2023 – January 31<sup>st</sup> 2024. A grant program guide is available online for prospective applicants and staff will facilitate a webinar on January 10<sup>th</sup> about the grant program.
- The Wetland Strategy is progressing; a GIS analysis and inventory of water and wetland features for the study area is now complete. Staff have applied for funding from Environment Canada for next steps, including prioritizing and classifying wetland data to identify area for restoration and conservation.
- Educational campaigns for preventing the spread of invasive mussels have mostly concluded for the winter; with the recent discovery of Quagga mussels in Idaho, staff will keep this program running at lower capacity this winter to help ensure Shuswap residents are aware of this critical threat
- The field program for monitoring invasive mussels in the Shuswap has concluded for 2023, no invasive mussels were detected in any samples
- Staff worked with the Chair to send letters to Provincial and Federal ministers urging them to enact new measures to prevent the spread of invasive mussels to BC
- Staff have applied to Transport Canada for a \$24,000 grant to support safe boating and swimming campaigns next summer.

Expenses to the end of the first quarter (April 1<sup>st</sup> – September 30<sup>th</sup> 2023) were \$161,113 against an operating budget of \$338,864.

## Grant program budget increased

SWC members approved an increase to the Water Quality Grant Program budget, as recommended by staff. The grant program budget for 2023-24 is now \$65,000 (an increase of \$10,000). The grant program is accepting applications until January 31<sup>st</sup> 2024. Projects will be approved in March, with funding distributed to successful proponents as early as April 2024.

## SWC MEMBERS:

**Jay Simpson – Chair**

CSRD Area 'F'

**Natalya Melnychuk – Vice Chair**

CSRD Area 'G'

**Marty Gibbons**

CSRD Area 'C'

**Dean Trumbley**

CSRD Area 'D'

**Rhona Martin**

CSRD Area 'E'

**David Lepsoe**

TNRD, Village of Chase

**Reid Hamer-Jackson**

TNRD, City of Kamloops

**Debbie Cannon**

City of Salmon Arm

**Pam Beech**

District of Sicamous

**Howard Nordquist**

Secwepemc Nation,  
Adams Lake Indian Band

**Robyn Laubman**

Splatsin te Secwepemc

**Jim Johnson**

RDNO Area 'E'

**Allysa Hopkins**

RDNO Area 'F'

**Kym Keogh**

BC Ministry of Environment  
& Climate Change Strategy

**Lindsay Benbow**

BC Ministry of Agriculture &  
Food

**Kelly Chiatto**

BC Ministry of Forests

**Erik Kok**

Community Representative

**Kimm Magill-Hofmann**

Community Representative

**Phil Owen**

Community Representative

**Dennis Einarson**

Senior Scientific Advisor





Council meeting highlights  
**DECEMBER 13<sup>TH</sup> 2023**

### Guest presentation by Patrick Frank

Mr. Patrick Frank, resident and volunteer with the White Lake Residents' Association, presented to the SWC about the water monitoring programs that have taken place at White Lake since 2018 by a team of volunteers. He thanked the SWC for the funding support of up to \$4200 for their Level 3 water monitoring program in 2023.

### Guest presentation by Margot Webster

Ms. Margot Webster, a Masters candidate studying with Royal Roads University, provided a summary of a research project she is embarking on this summer and requested funding support from the SWC for the research (\$5620 in 2024). Ms. Webster is building and installing three 'Floating Treatment Wetlands' (FTWs) on the Salmon River. FTWs mimic the function of real wetlands in mitigating the effects of excessive nutrient-loading to water bodies, and can potentially reduce the frequency and severity of algal blooms caused by phosphorus. Part of her research methodology will involve monitoring water quality upstream and downstream of the FTWs to determine their efficacy at taking up nutrients from the water.

*A full meeting summary is available on the SWC website.*



# BOARD REPORT

**TO:** Chair and Directors

**SUBJECT:** Electoral Area G: Loftus Lake Fen Trail – Construction Services

**DESCRIPTION:** Report from Kristina Flackman, Community Parks and Recreation Coordinator, dated Dec 21, 2023. Sole source trail construction services for the Loftus Lake Fen Trail to the Shuswap Trail Alliance.

**RECOMMENDATION:** THAT: the Board empower the authorized signatories to enter into an agreement with The Shuswap Trail Alliance to provide construction services for the Loftus Lake Fen Trail, for a total cost not to exceed \$78,557.10.

*Corporate Vote Weighted*

## SUMMARY:

In May of 2022, the CSR D was successful in its application for grant funding from the Investing in Canada Infrastructure Program in the amount of \$139,500. The CSR D also been approved for \$214,000 of Community Works Funds and \$40,000 from reserve funding, for a total allocation of \$393,500 to construct a universal trail, parking area and dog park along the NE shore of Loftus Lake. This request is solely for the universal trail portion.

As the Shuswap Trail Alliance (STA) provides Community Services with contracted trail maintenance and construction services throughout many electoral areas of the Regional District, they are well informed and well positioned to aid the CSR D in the construction of this universal trail. Staff are confident that the trail alliance will provide value and benefit.

## BACKGROUND:

In the Electoral Area C Parks Master Plan (2017), it was identified that more flat, accessible walkways were a key desire of residents, as well as more linkages between parks and green spaces.

In this plan we intend on constructing a Universal Trail (ages 5-95, all mobility types) within CSR D owned land along the NE shore of Loftus Lake. This trail would potentially tie into the existing larger Balmoral trail system. Universal grades are lower than typical trails with an average grade of approx. 5% +/- (instead of the usual 10%) with a smooth, hardwearing surface.

## POLICY:

In accordance with Policy F-32 "Procurement of Goods & Services", Board authorization must be obtained for any sole sourced professional services contract award over \$25,000.

## FINANCIAL:

The total project budget contains \$393,500 in grant, Community Works Funds and reserve funds. The construction fees for services provided by the STA will be paid for with these funds.

**KEY ISSUES/CONCEPTS:**

The STA provided staff with a plan to formalize a social trail network around the Loftus Lake area. As it met with our Master Plan objectives, staff have pursued the permitting, archaeological requirements, and planning to complete the construction of the trail network. The STA provided staff with a quote of \$78,557.10 to complete the trail construction, with the dog park and parking area being tendered separately.

**IMPLEMENTATION:**

Upon approval staff will notify STA and draft an agreement for execution.

**COMMUNICATIONS:**

The public will be notified of the construction project through the usual channels.

**DESIRED OUTCOMES:**

That the Board endorse the staff recommendation(s).

**BOARD'S OPTIONS:**

1. *Endorse the Recommendation(s).*
2. *Deny the Recommendation(s).*
3. *Defer.*
4. *Any other action deemed appropriate by the Board.*

**Report Approval Details**

|                      |   |
|----------------------|---|
| Document Title:      | 2024-01-18_Board_CPS_Sole_Source_Loftus_Lake_Trail_Construction_Shuswap_Trail_Alliance.docx                                   |
| Attachments:         | - Loftus Lake Costing update 2024.pdf<br>- 2024Sept30 Shuswap Trail Alliance - Loftus Lake Fen Trail System Construction.docx |
| Final Approval Date: | Jan 10, 2024  |

This report and all of its attachments were approved and signed as outlined below:



Derek Sutherland



Jodi Pierce



Jennifer Sham



John MacLean

## Loftus Lake 2024

Project Costing Updated: 2023 11 08

| Item                                       | Qty              | Rate      | per         | Budget             | Notes                                 |
|--|------------------|-----------|-------------|--------------------|---------------------------------------|
| <b>Project Management &amp; Technical</b>  |                  |           |             |                    |                                       |
| Project Coordination                       | 32               | \$61.79   | hr          | \$1,977.36         |                                       |
| Sign Layout/Coordination: STA              | 2                | \$61.79   | hr          | \$123.59           | in-house layout and coordination      |
| <b>Project Management Total</b>            | 3%               |           |             | <b>\$2,100.95</b>  |                                       |
| <b>Labour</b>                              |                  |           |             |                    |                                       |
| Field Coordinator                          | 256              | \$47.19   | hr          | \$12,079.87        |                                       |
| Corridor Brushing                          | 40               | \$37.08   | hr          | \$1,483.02         |                                       |
| Material Placement                         | 492              | \$37.08   | hr          | \$18,241.15        |                                       |
| Chipping                                   | 40               | \$37.08   | hr          | \$1,483.02         |                                       |
| Sign Installation                          | 4                | \$37.08   | hr          | \$148.30           |                                       |
| <b>Labour Total</b>                        | 43%              |           |             | <b>\$33,435.36</b> |                                       |
| <b>Administration</b>                      |                  |           |             |                    |                                       |
| Bookkeeping                                |                  | \$61.79   | hr          | \$0.00             |                                       |
| Insurance                                  |                  | \$20.00   | day         | \$0.00             |                                       |
| Other Expenses (Office) - GST PST Included |                  |           |             | \$0.00             | .2% x project budget                  |
| Workshop                                   |                  | \$72.00   | day         | \$0.00             |                                       |
| <b>Administration Total</b>                | 0%               |           |             | <b>\$0.00</b>      |                                       |
| <b>Equipment</b>                           |                  |           |             |                    |                                       |
|  | <b>Build Out</b> | <b>32</b> | <b>days</b> |                    |                                       |
| Truck                                      | 1920             | \$0.61    | km          | \$1,171.20         |                                       |
| Skid Steer Rental                          | 4                | \$800.00  | week        | \$3,200.00         | (includes fuel)                       |
| Dumper                                     | 4                | \$900.00  | week        | \$3,600.00         |                                       |
| Compactor                                  | 4                | \$500.00  | day         | \$2,000.00         |                                       |
| Chipper                                    | 5                | \$300.00  | day         | \$1,500.00         | drivers, brushes, grinding disk, bits |
| Power Tools (Chainsaw, brushsaw, hedge tr  | 5                | \$25.00   | day         | \$125.00           | per saw (includes fuel)               |
| Generator                                  | 2                | \$22.00   | day         | \$44.00            | per unit (includes fuel)              |
| Pump and Hoses                             | 20               | \$50.00   | day         | \$1,000.00         | includes hoses, nozzles, fittings     |
| Hand Tools - Daily                         | 32               | \$15.00   | day         | \$480.00           | for hand tools (combined)             |
| Safety - Daily                             | 32               | \$10.00   | day         | \$320.00           | includes spill kit and PPEs           |
| Field Phones (Cell) - Daily                | 64               | \$3.50    | day         | \$224.00           | per unit                              |
| <b>Equipment Total</b>                     | 17%              |           |             | <b>\$13,664.20</b> |                                       |
| <b>Materials</b>                           |                  |           |             |                    |                                       |
| Geotextile supply                          | 1000.00          | \$1.73    |             | \$1,730.00         |                                       |
| ¾ Gravel capping                           | 24.00            | \$260.00  |             | \$6,240.00         | load 12 yards                         |
| Corner Curbs                               | 6.00             | \$300.00  |             | \$1,800.00         |                                       |
| Signs - Type 3 (6x6)                       | 4                | \$111.26  | sign        | \$445.04           |                                       |
| <b>Materials Total</b>                     | 13%              |           |             | <b>\$10,215.04</b> |                                       |
| <b>Additional Contracts</b>                |                  |           |             |                    |                                       |
| Mini-Excavator (tread grubbing)            | 1000             | \$12.00   | m           | \$12,000.00        | Clever Trevor                         |
| <b>Additional Contracts Total</b>          | 15%              |           |             | <b>\$12,000.00</b> |                                       |
| <b>Sub-Total</b>                           |                  |           |             | <b>\$71,415.55</b> |                                       |
| Contingency                                | 10%              |           |             | \$7,141.55         |                                       |
| MINUS GST - 50% rebate                     |                  |           |             |                    | MINUS GST - 50% rebate                |
| <b>Project Total</b>                       |                  |           |             | <b>\$78,557.10</b> |                                       |
| <hr/>                                      |                  |           |             |                    |                                       |
| Overall Average cost/meter                 | metres           |           |             | budget cost/metre  |                                       |
|  | 1000             |           |             | \$78.56            |                                       |



**COLUMBIA SHUSWAP REGIONAL DISTRICT**

**Loftus Lake Fen Universal Trail  
Project Management and Construction**

THIS AGREEMENT dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BETWEEN: COLUMBIA SHUSWAP REGIONAL DISTRICT**  
Box 978  
SALMON ARM BC V1E 4P1  
  
(hereinafter referred to as the "Regional District")

**AND: SHUSWAP TRAIL ALLIANCE**  
PO Box 1531  
SALMON ARM BC V1E 4P6  
  
(hereinafter referred to as the "Contractor")

for the project management and construction of a 1.34 kilometer accessible trail system at Loftus Lake Fen, located at 2505 Fox Glen Way, Blind Bay, BC in Electoral Area G.

**RESPONSIBILITIES OF CONTRACTOR**

1. The Contractor will provide services as described in Schedule A, ("the Services"), in accordance with this Agreement. Services must be provided during the term described in Section 42 (the "Term").
2. The Contractor will deal with the public and the Regional District in a courteous and respectful manner and will ensure that its agents and employees deal with the public and the Regional District in a courteous and respectful manner.
3. The Contractor will be solely responsible for the operation and maintenance of any equipment whatsoever used, rented, leased, or owned by the Contractor in their business and for the effective execution of this Agreement.
4. The Contractor will be solely responsible to comply with all Federal, Provincial and Local rules, laws and ordinances applicable to the performance of this Agreement. The Contractor will provide evidence of compliance with such laws upon request by the Regional District.
5. The Contractor will be solely responsible to obtain and maintain at its own cost, all permits, licenses, regulatory approvals and certificates required to perform the Services. The Contractor will provide copies of any required permits, licences or regulatory approvals or certificates upon request by the Regional District.
6. The Contractor will be solely responsible for all Employment Insurance, Canada Pension, Income Tax and any other applicable assessments or deductions levied by Federal, Provincial or Municipal Governments or any agency thereof.
7. The Contractor will provide proof of registration with WorkSafe BC, proof of Personal Optional Protection or proof of denied WorkSafe BC registration.



**RESPONSIBILITIES OF CONTRACTOR (cont.)**

8. The Contractor will maintain a health and safety program as required by Section 21 of the Workers' Compensation Act and report immediately and in writing any workplace injury or occupational illness specified under Section 68 of the Workers' Compensation Act to the Regional District.
9. The Contractor will follow safety procedures as laid out in WorkSafe BC regulations. Contractors, their employees or agents not complying with health and safety expectations will be required to stop work and will not be allowed to resume work until the safety requirements are met.
10. The Contractor and the Regional District will perform a hazard assessment of the worksite(s) before Services outlined in this Agreement commence. The Regional District and the Contractor will review the hazard assessment on a regular basis. The Contractor will notify the Regional District immediately of any additional worksite(s) hazards not identified in the hazard assessment.
11. The Contractor will be responsible for any costs, fines or levies resulting from a breach of WorkSafe BC regulations.

**GENERAL PROVISIONS**

12. The Contractor will not assign this Agreement or any part thereof without written authority by the Regional District.
13. The Contractor is and will be an independent Contractor and nothing contained herein will be construed to create a partnership, joint venture or agency, and neither party hereto will be responsible for the debts or obligations of the other party.
14. This Agreement will be represented on behalf of the Regional District by the Acting General Manager, Community and Protective Services or designate.
15. This Agreement constitutes the entire Agreement between the parties hereto and no representations, warranties, understanding or Agreements, oral or otherwise, exist between the parties hereto except as expressly set out in this Agreement.
16. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
17. Services not included in this Agreement for which compensation is requested must have prior written approval of the Regional District. Notwithstanding this provision, the Contractor is authorized by this Agreement to act in an emergency situation.
18. Unless written authorization has been issued by the Regional District, Regional District owned equipment will not be utilized by the Contractor for use other than those specified under the clauses of this Agreement. When authorized to utilize Regional District owned equipment, the Contractor will do so in a safe and proper manner.
19. Any damage to Regional District owned equipment and/or properties caused by the Contractor's misuse or negligence will be at the cost of the Contractor. Upon determination of costs, the Contractor will be billed for damages. If not paid within thirty (30) days, the Regional District will deduct the required amount due from future remuneration until the amount owing is paid in full.
20. Any liability claims resulting from the Contractor's misuse of Regional District owned equipment will be the responsibility of the Contractor.





**GENERAL PROVISIONS (cont.)**

21. Notwithstanding the Contractor's responsibilities, the Regional District maintains the overall authority for management and control of the Service or location of the Service. Nothing in this Agreement grants the Contractor any interest in the Service or location of the Service and the Regional District may, in its discretion, retain others to carry out work on and around the location of the Service.
22. Any provision of this Agreement that is deemed to be held unenforceable or invalid for any reason will be severed from the Agreement and all remaining provisions of the Agreement will remain in full force and effect.

**SUBCONTRACTORS**

23. In this Agreement, Designated Personnel means the persons deployed by the Contractor to perform the Services as set out in this Agreement for whom the Contractor is responsible for by law. Subcontractor means any person retained by the Contractor to perform the Services.
24. The Contractor will not subcontract any obligation under this Agreement without the prior written approval of the Regional District. Any Subcontractor approved by the Regional District is deemed to be Designated Personnel of the Contractor who may perform all or a part of the Services on behalf of the Contractor without further approval by the Regional District.
25. In the event that any of the Contractor's Designated Personnel do not perform the Services to the full satisfaction of the Regional District, the Regional District reserves the right to request the Contractor make a change in the Designated Personnel at the Contractor's expense. The Contractor agrees to remove and replace any Designated Personnel whom the Regional District deems to be unfit in any way.
26. No subcontract, whether consented to or not, will relieve the Contractor of any obligations under this Agreement.
27. The Contractor will ensure that every Subcontractor and all Designated Personnel fully comply with this Agreement when performing the Services.

**INSURANCE AND INDEMNITY**

28. The Contractor will indemnify and save harmless the Regional District from all fines, suits, proceedings, claims, demands, or actions of any kind or nature or from anyone whomsoever, arising out of or resulting from any negligent acts, errors or omissions of the Contractor, its officers, employees, agents or subcontractors in the performance of their services and duties in regard to this Agreement.
29. The Contractor will, prior to the commencement of operation and thereafter at all times during the Term of this Agreement, at its own expense, keep in force by advance payment of premiums, a general liability insurance policy in an amount not less than **THREE MILLION (\$3,000,000) DOLLARS**.
30. The Regional District will be named as an additional insured on said policy and the said policy will contain a waiver of cross liability clause and will provide that the Regional District will be notified in writing in advance of any cancellation of or material change to said policy. The insurance will be in a form satisfactory to the Regional District and confirmation of insurance coverage will be provided to the Regional District to be retained on file.
31. The insurance policy will contain a clause stating, "this policy will not be cancelled or materially changed without the insurer giving at least fifteen (15) days' notice to the Regional District."



**INSURANCE AND INDEMNITY (cont.)**

32. It is understood and agreed that the Regional District will not be liable for any loss or damage to the Contractor's Equipment including loss of use. Each and every policy that insures the Contractor's Equipment will be used to carry out the duties contained herein will contain the following clause:

"It is agreed that the right to subrogation against the  
Columbia Shuswap Regional District is hereby waived."

33. The Contractor will provide the Regional District with evidence of all required insurance as follows:
- a) before commencement of the Services, the Contractor must provide the Regional District evidence of all required insurance in the form of a completed Certificate of Insurance;
  - b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Regional District within ten (10) business days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Certificate of Insurance; and
  - c) notwithstanding paragraph (a) or (b) above, if requested by the Regional District at any time, the Contractor must provide the Regional District certified copies of the required Certificate of insurance.
34. The Contractor will supply proof of automobile liability insurance on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Contractor, its subcontractors, or employees under the Agreement. Such insurance will be for an amount of not less than **TWO MILLION (\$2,000,000) DOLLARS**, inclusive of any one accident.

**TERMINATION**

35. This Agreement may be terminated at any time by either party without cause upon giving ninety (90) days' written notice to the respective party to the address herein contained.
36. If the Regional District determines that the Contractor is non-compliant with any section contained in this Agreement, an Official Notice of Non-Compliance may be issued. Notwithstanding Section 39, if an infraction has not been resolved within five (5) working days of the issuance of an Official Notice of Non-Compliance, another Official Notice of Non-Compliance may be issued.
37. Upon the delivery of a third Official Notice of Non-Compliance, termination will be immediate. The third Official Notice of Non-Compliance will contain notification and details regarding the termination. Non-Compliance notices will be delivered in writing from the Regional District to the Contractor either in person, or by mailing to the address listed on the first page of this Agreement.
38. Non-compliant notices may be issued in relation to any one or multiple terms within this Agreement. The issuance of second and third Official Notice of Non-Compliance may or may not be related to a previous infraction.



**TERMINATION (cont.)**

39. The Regional District may immediately terminate this Agreement if the Contractor or its agents or employees does one or more of the following:
- is intoxicated;
  - uses foul, profane, vulgar or obscene language;
  - solicits gratuities or tips from the public for services performed hereunder;
  - wilfully or recklessly disregards the safety of persons or operational requirements;
  - acts in a manner which may constitute a public nuisance or disorderly conduct;
  - participates in any unauthorized sales at the site;
  - is dishonest or knowingly fails to charge the correct or any applicable fees;
  - is dishonest or fails to record incidents and infractions in a proper manner;
  - fails to deal with the public and the Regional District in a courteous and respectful manner as outlined in Section 2;
  - fails to comply with WorkSafe BC requirements as outlined in Sections 7 to 11 inclusive;
  - fails to comply with Insurance requirements as outlined in Sections 28 to 34 inclusive.

**REMUNERATION**

40. The Regional District agrees to pay the Contractor at the rates outlined in Schedule B attached hereto and forming part of this Agreement.
41. The Regional District assumes responsibility for the payment of applicable GST/HST to the Contractor provided that the Contractor is a GST/HST registrant. The Contractor will provide GST/HST information to the Regional District and will advise the Regional District immediately of any change to the Contractor’s status as a GST/HST registrant during the Term of this Agreement.

**TERM**

42. The Term of this Agreement is from the 1st day of October, 2023 to and including the 30th day of September, 2024.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto:

**COLUMBIA SHUSWAP REGIONAL DISTRICT  
ALLIANCE**

**SHUSWAP TRAIL**

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
(CAO)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Witness Address

## **Schedule A**

### **Services**

The Contractor will perform all Services as required for the project management and construction of 1.34 kilometers of an accessible trail system at Loftus Lake Fen, located at 2505 Fox Glen Way, Blind Bay, BC in Electoral Area G.

The Contractor will provide the Services according to the approved proposal which is attached as Schedule C – Loftus Lake Universal Trail Development.

Documents attached as Appendix 1:

- Archeological Chance Find Procedure

Project Costing attached as Appendix 2:

- Project Costing Updated: 2023 11 08

### **GENERAL**

#### **Payment Items**

Payment items as described in Schedule A – Services and Schedule B – Remuneration Schedule will include all labour, equipment, materials, transportation and tools required to complete the Service. All items will be paid at the unit prices quoted.

#### **Road Works**

The location of the work is under the jurisdiction of the BC Ministry of Transportation and Infrastructure (MoTI). Therefore, all construction practices will be in accordance with MoTI's "2016 Standard Specifications for Highway Construction (July 1, 2016), Volumes 1 and 2", and any amendments (see Appendix 2).

Refer to: [www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/standard-specifications-for-highway-construction](http://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/standard-specifications-for-highway-construction)

#### **Traffic Control and Traffic Management Plan**

The roads within the location of work are under the jurisdiction of the Ministry of Transportation and Infrastructure (MoTI). As such, the Contractor must submit a Traffic Management Plan for approval prior to the start of construction.

The Traffic Management Plan must comply with the requirements of MoTI's "Traffic Control Manual for Work on Roadways", for regulation of vehicle and pedestrian traffic or use of roadways upon or over which it is necessary to carry out work or haul materials or equipment.

The Contractor will give a minimum of 48 hours' notice or as otherwise required to local police, fire departments, emergency services, garbage pick-up services, school transportation authorities, MoTI authorities, and regional district authorities prior to beginning construction and comply in all respects with their requirements.

During the progress of the Service, the Contractor will follow the approved Traffic Management Plan and make adequate provision to accommodate normal traffic along streets and highways immediately adjacent to or crossing the work area so as to cause minimum of inconvenience to general public. Single lane traffic must be maintained at all times. Self-regulated traffic is only allowed where one lane section is sufficiently short (i.e. spot obstruction).

Traffic control and submission of a Traffic Management Plan will be incidental to the Service. No additional payment will be made.



**Schedule A (cont.)**

**Services**

**Layout**

The layout of the Service will be the responsibility of the Contractor. The Contractor will be supplied with a current AutoCAD drawing file of the Contract Drawings. The Regional District may, or may not, check the accuracy of the Contractor's layout. The quantity surveying will be the responsibility of the Regional District.

The Contractor will have the sole responsibility to ensure layout is accurate and sufficient to perform the work in accordance with the design detailed in the Construction Drawings.

Record Drawing information will be the responsibility of both the Contractor and the Regional District. The Contractor will provide the Regional District with sufficient advance notice, and time, for the Regional District to record all 'as-constructed' information. When directed by the Regional District, the Contractor will accurately record all 'as-constructed' information.

Layout will be incidental to the Service. No additional payment will be made.

**Restoration Works**

Prior to the start of construction, the Contractor and Regional District will inspect and photograph the work area. Areas disturbed by construction will be returned to their original condition or better.

**Materials Testing**

The Regional District will arrange and pay for all geotechnical, concrete, and asphalt materials testing where the results of such tests meet, or exceed, the requirements of the Contract Specifications. The Regional District will advise the Contractor of the testing schedule and the Contractor will co-operate fully with the Regional District and the Testing Firm to ensure that all tests are completed before the Contractor's work continues.

The Contractor will reimburse the Regional District for all materials and installation tests which have been completed by the Regional District and which subsequently fail to meet the requirements of the Contract Specifications. Payment to the Regional District will be made by having the costs of the failed tests deducted from the Contractor's progress and/or final payment.

**Dust and Mud Control**

The Contractor will ensure that dust and mud control procedures are effective, sufficient, in force and to the satisfaction of the Regional District. Upon commencement, during and at the conclusion of the Service, the Contractor will ensure the streets on which work has been done, or materials hauled, will be maintained and kept clean. The Contractor will be responsible for daily cleaning of all asphalt surfaces which have been muddied, or littered with debris, during the Service.

The Regional District will provide a location(s) for the supply of water for construction and dust control. The Contractor will arrange with the Regional District for connection and collection from the water supply. The Contractor will supply and install hydrant attachment fittings, check valve, and operation valve as specified by the Regional District.

Dust and mud control will be incidental to the Service. No additional payment will be made.



**Schedule A (cont.)**

**Services**

**Disposal of Waste Excavation**

The Contractor will arrange for a disposal of debris and surplus excavation material at an approved location off-site. The Contractor will provide written approval from the land owner(s) of any disposal site(s), and, where required from Provincial Regulatory Agencies, to the Regional District prior to dumping any surplus material at the off-site location.

**WorkSafe BC Regulations**

The Contractor will adhere to WorkSafe BC Regulations for all work and all excavations are to be left in a safe manner at the end of the working day/shift.

**Archaeological Chance Find Procedure**

Should a heritage site or archaeological site be uncovered or discovered during the construction phase of this project, the Archaeological Chance Find Procedure will be applied in the attached Appendix 1.



**Schedule B**  
**Remuneration Schedule**

The Contractor agrees the remuneration rates outlined below are inclusive of all duties, personnel, costs, charges etc. (excluding applicable taxes). The Regional District agrees to pay the Contractor at the remuneration rates as outlined below upon receipt of the Contractors invoice:

|   |  |
|---|--|
|   | <b>PROJECT COST</b><br><br>October 1, 2023<br>to<br>September 30, 2024 |
| <b>Loftus Lake Fen Universal Trail<br/>         Project Management and Construction</b> | <b>\$78,557.10</b>   |

The Contractor’s detailed remuneration rates and costs are attached as Appendix 2 – Detail Project Costing and are not to exceed a **Total Project Cost of \$78,557.10**.

The Contractor must ensure that all invoices reflect the **Contract Number No. 2023-328-0131-01**. Failure to reference the Contract Number may delay payment and the Regional District will not be responsible for any late charges from this omission.

The Contractor must submit invoices within thirty days of the end of the month in which service is provided.

The remuneration rate(s) are all-inclusive and allow for any escalation of the Contractor’s costs. The Contractor will not be entitled to extra payment for escalation during the Term of this Agreement.

|                        |               |                              |  |
|------------------------|---------------|------------------------------|--|
| <b>WORKSAFE BC:</b>    | <b>802438</b> | <b>INSURANCE:</b>            | <b>Special Risk Ins. Managers<br/>SR045006</b> |
| <b>GST/HST NUMBER:</b> | <b>N/A</b>    | <b>PERFORMANCE SECURITY:</b> | <b>N/A</b>                                     |





Schedule C

Proposal



**Appendix 1**  
**Archaeological Chance Find Procedure**



**Appendix 2**

**Detailed Project Costing**

- Project Costing Updated: 2023 11 08



# BOARD REPORT

- TO:** Chair and Directors
- SUBJECT:** Electoral Area E: Sicamous/Area E Economic Opportunity Fund Application – Pump Track
- DESCRIPTION:** Report from Jodi Pierce, General Manager, Financial Services, dated December 19, 2023. Funding request for consideration.
- RECOMMENDATION #1:** THAT: the District of Sicamous and the Electoral Area E Director support use of funds from the Sicamous and Area E Economic Opportunity Fund for the construction of a Pump Track at Finlayson Park.  
*Stakeholder Vote Weighted – EA E Director and District of Sicamous Director*
- RECOMMENDATION #2:** THAT: the Board approve funding from the Sicamous and Area E Economic Opportunity Fund in the amount of \$250,000 for the construction of a Pump Track at Finlayson Park.  
*Corporate Vote Unweighted Majority*

## SUMMARY:

Information relating to this Economic Opportunity Fund (EOF) request has been provided and is supported by the Electoral Area E Director. The District of Sicamous wishes to construct a Pump Track at Finlayson Park to provide a unique, outdoor recreation space that may also help to stimulate economic development by hosting international qualifying events for the sport.

## POLICY:

This request meets the criteria for support in relation to CSR D Policy *F-29, BC Hydro Payments -in-Lieu of Taxes* funding assistance to stimulate economic development within the Sicamous/Area E area.

## FINANCIAL:

The approximate balance of the Sicamous/Area E EOF (less commitments) as of November 30, 2023 was \$440,000.

## IMPLEMENTATION:

Upon Board and District of Sicamous approval, EOF funds will be made available as required by the District of Sicamous.

## COMMUNICATIONS:

The District of Sicamous will be advised of the Board's decision.

## DESIRED OUTCOMES:

That the Board endorse the staff recommendation(s).

**BOARD'S OPTIONS:**

1. *Endorse the Recommendation(s).*
2. *Deny the Recommendation(s).*
3. *Defer.*
4. *Any other action deemed appropriate by the Board.*

**Report Approval Details**

|                      |  |
|----------------------|--|
| Document Title:      | 2024-01-18_Board_FIN EOF Sicamous Area E Pump Track.docx |
| Attachments:         |  |
| Final Approval Date: | Jan 10, 2024   |

This report and all of its attachments were approved and signed as outlined below:



Jennifer Sham



John MacLean



# BOARD REPORT

**TO:** Chair and Directors

**SUBJECT:** Electoral Areas B, C, E, F and G: January 2024 Grant in Aids

**DESCRIPTION:** Report from Jodi Pierce, General Manager, Financial Services, dated January 6, 2024. Funding requests for consideration.

**RECOMMENDATION:** THAT: the Board approve the following allocations from the 2024 electoral area Grant-in-Aids:

Area B  
\$2,000 Trout Lake Volunteer Fire Department (operating costs)

Area C  
\$250 Sorrento Lakeview 4H Club (signage and equipment)  
\$5,000 White Lake Community Hall Society (insurance costs)

Area E  
\$1,600 Shuswap Amateur Radio Club (operating costs)

Area F  
\$400 Shuswap Amateur Radio Club (operating costs)

Area G  
\$500 Sorrento Lakeview 4H Club (signage and equipment)  
\$5,000 Sorrento Food Bank (operating costs)

*Stakeholder Vote Weighted*

**BACKGROUND:**

N/A

**FINANCIAL:**

These requests are within the Electoral Area's Grant-in-Aid budget surplus from the 2023-2027 Five Year Financial Plan.

**POLICY:**

These requests meet the requirements of Policy F-30 and have been supported by the respective Area Directors. The required source documentation for the applications have been received.

**IMPLEMENTATION:**

The respective Electoral Director will advise each organization of the Board's decision. The successful organization will be sent a cheque accompanied by a congratulatory letter.



**COMMUNICATIONS:**

Information on Grant in Aids is included within the CSRD Annual Report.

**DESIRED OUTCOMES:**

That the Board endorse the staff recommendation(s).

**BOARD'S OPTIONS:**

1. *Endorse the Recommendation(s).*
2. *Deny the Recommendation(s).*
3. *Defer.*
4. *Any other action deemed appropriate by the Board.*

**Report Approval Details**

|                      |   |
|----------------------|---|
| Document Title:      | 2024-01-18_Board_FIN Grant in Aids.docx |
| Attachments:         |   |
| Final Approval Date: | Jan 10, 2024                            |

This report and all of its attachments were approved and signed as outlined below:



Jennifer Sham



John MacLean



# BOARD REPORT

- TO:** Chair and Directors
- SUBJECT:** Electoral Area A: Active Communities Grant application on behalf of Field Recreation Advisory Association
- DESCRIPTION:** Report from Jodi Pierce, General Manager, Financial Administration dated January 10, 2024. Support for grant application.
- RECOMMENDATION:** THAT: the Board provide a resolution of support in principle for the submission of a grant application in the amount of \$47,845 to the BC Alliance for Healthy Living Active Communities Grant Program on behalf of the Field Recreation Advisory Association for equipment and instructors at the community gym in the unincorporated community of Field in Electoral Area A of the CSR D;
- AND THAT: the CSR D is unable to commit to endorsement of any CSR D involvement/resources in this project other than the support of the application and the conduit of funds and reporting as required, if successful.
- Corporate Vote Unweighted*

## SUMMARY:

In early January, the Field Recreation Advisory Association (FRAA) reached out to Staff to determine if the CSR D were able to assist them with a grant application for an Active Communities Grant from the BC Alliance for Healthy Living. This grant stream is only open to local government organizations and First Nation organizations; however, it encourages applicants to build cross-sector relationships with other partners including community groups to improve physical activity in the community.

Field is a small, unincorporated community in Electoral Area A that is 56km away from the nearest community gym facility and winter months could make travel challenging. The Field Recreation Advisory Association is making application for \$47,845 to purchase fitness equipment, floor mats, mirrors, TVs as well as funding for a group instructor and janitor for a one year period. FRAA will be responsible for all the purchasing, installation, hiring as well as reporting on the use of funds.

The application deadline for the grant is February 5, 2024.

## BACKGROUND:

The CSR D has supported similar type applications in the past such as the Age Friendly grant in the South Shuswap in 2017 and again in 2019.

## POLICY:

BC Alliance for Healthy Living guidelines for eligible applicants.

## FINANCIAL:

There is no significant cost to the CSRD. If successful, the CSRD staff would spend a minimum amount of time working with the FRAA to ensure deadlines are met and reporting is received.

**IMPLEMENTATION:**

If the Board agrees with the staff recommendation, Staff will advise the FRAA and ensure the grant application is submitted by the deadline.

**COMMUNICATIONS:**

Staff will communicate with FRAA who has indicated that they will be having Community Open Houses and community meetings to advise the community.

**DESIRED OUTCOMES:**

That the Board endorse the staff recommendation(s).

**BOARD'S OPTIONS:**

1. *Endorse the Recommendation(s).*
2. *Deny the Recommendation(s).*
3. *Defer.*
4. *Any other action deemed appropriate by the Board.*

**Report Approval Details**

|                      |  |
|----------------------|--|
| Document Title:      | 2024-01-18_Board_FIN BC Alliance for Healthy Living Grant application.docx |
| Attachments:         |  |
| Final Approval Date: | Jan 11, 2024   |

This report and all of its attachments were approved and signed as outlined below:



Jennifer Sham



John MacLean



# BOARD REPORT

**TO:** Chair and Directors

**SUBJECT:** Electoral Area D: Strategic Priorities, Community Works Funds

**DESCRIPTION:** Report from Jodi Pierce, General Manager, Financial Services, dated January 11, 2024. Funding request for consideration.

**RECOMMENDATION:** THAT: in accordance with Policy F-3 "Electoral Area Community Works Fund – Expenditure of Monies", access to the Community Works Fund be approved up to \$466,543 including taxes from the Strategic Priorities Community Works Fund for Falkland Stampede Grounds Renovations.

*Stakeholder Vote Weighted – Electoral Area Directors*

## SUMMARY:

Information relating to this request is attached and is supported by the Electoral Area D Director. The Falkland Stampede Grounds are owned and operated by the Falkland and District Community Association (FDCA). The Falkland Stampede just celebrated its 103<sup>rd</sup> year and the FDCA is looking for funding to make the grounds safer, more accessible and bring structures and wiring up to code. The cost of this project is estimated at \$561,543 and the Association is committed to providing cash and in-kind support valued at \$95,000. The Falkland and District Community Association has obtained three quotes and will be responsible for the construction project.

The Community Hall is primarily available for public use and benefit and is not restricted for private purposes. The supported amount for this project is \$466,543.00.

## BACKGROUND:

See attached submission.

## POLICY:

This request meets the criteria for support in relation to CSR D Policy *F-3, Community Works Fund – Expenditure of Monies*. Eligible recipients for Gas Tax funding include non-municipal not-for-profit organizations.

## FINANCIAL:

The balance of the Strategic Priorities Community Works Fund (Gas Tax) as of December 31, 2023 is approximately \$804,000 after all previously approved commitments. Expenditure of the funds will be in accordance with the 2014-2024 Agreement between the UBCM and CSR D, dated July 7, 2014.

## IMPLEMENTATION:

Upon Board approval, a Use of Community Works Funds Agreement will be forwarded to the Falkland and District Community Association for signature. Funding will be made available upon submission of copies of eligible invoices for payment.

## COMMUNICATIONS:

The CSRD will enter into an agreement with the Falkland and District Community Association that transfers CSRD obligations on ownership and reporting to the Association (e.g. the Association will need to maintain records, provide access to auditors, spend funding on eligible costs for eligible projects, report to the CSRD on outcomes achieved, etc.).

**DESIRED OUTCOMES:**

That the Board endorse the staff recommendation(s).

**BOARD'S OPTIONS:**

1. *Endorse the Recommendation(s).*
2. *Deny the Recommendation(s).*
3. *Defer.*
4. *Any other action deemed appropriate by the Board.*

**Report Approval Details**

|                      |  |
|----------------------|--|
| Document Title:      | 2024-01-18_Board_FIN Community Works Funds - Falkland Rodeo Grounds.docx |
| Attachments:         | - Falkland Stampede Grounds Project.pdf                                  |
| Final Approval Date: | Jan 11, 2024   |

This report and all of its attachments were approved and signed as outlined below:



Jennifer Sham



John MacLean



Falkland and District Community  
Association Stampede Grounds  
Renovations

Project Proposal  
For  
Columbia Shuswap Regional District (CSRD)

## Introduction

### Grounds Summary

The Falkland and District Community Association (FDCA) was established in June of 1925. The association was, in part, established to organize the Falkland Stampede. One of Canada's oldest rodeos. In 1938, the FDCA purchased 11 acres on the west end of town that is now known as the Stampede Grounds. The Falkland Stampede just celebrated its 103<sup>rd</sup> year. Throughout the years volunteers have built 4 sets of grandstands, an announcer's booth, 3 concession stands as well as many other structures.

Over the years the grounds have had many upgrades but our grandstands, fence and concession booths have suffered many years of use, wear and tear and weather. With most of the work being needed all at once we do not have the funds to fix these much needed assets.

The Stampede grounds are used not just for rodeo but also local community events such as Canada Day Celebrations, family events, car shows, farmers markets, weddings, music festivals and much more.

We are requesting the funding for the Community Works grant as the Stampede Grounds are a valuable asset that enhances our community. It is also a sense of pride to the settling families, some of whom are still in the community today, but also to the former and existing community members and its neighbors who have long used these grounds as part of their upbringing and connection with their community.

With the requested funding it will allow our Stampede Grounds to be a safe place to hold events for future generations in our community.

## **Business Background**

The FDCA was incorporated in June 29, 1925 and currently consists of 7 board members, 72 members and 2 contract positions.

Over the years the FDCA has spearheaded many services and benefits to the community such as the Falkland Fire Dept, the Falkland Library, and the Falkland Refuse Centre which are all now managed by Columbia Shuswap Regional District and other government organizations. The Falkland Stampede is funded by the FDCA and through this endeavor it creates revenue opportunities not only for local businesses but for multiple nonprofit organizations within the area. It is also supported by over 150 volunteers.

Funds the FDCA have raised, which was on average about \$25,000 per year, have gone back into maintaining infrastructure such as the Stampede Grounds and things like inclusive insurance so community members can use the facilities without the burden of having to get separate insurance.

As the FDCA approaches it's 100<sup>th</sup> birthday, the board of directors have recognized that the Stampede Grounds need some significant updates and repairs, costs that we cannot afford. Therefore, we are looking to the help of the Columbia Shuswap Regional District to help us renovate the grounds.

# Project

## Project Scope

The Falkland Stampede Grounds have a few areas that are in need of update/repair.

1. The wood fence along Highway 97 is in need of replacement. The current fence was put in place in the 1960's.
2. Electrical services inside the grounds have been changed and updated several times but old wiring and services are still found. We would like to get the old wiring removed and upgrade current wiring and services inside the grounds.
3. The railings on the lower grandstands and announcer's booth do not meet current code and we need to update/replace rotting wood on stairs and ramps. Also wanting to add accessibility features.
4. One of the current concession booths will be removed permanently, one will be decommissioned and used for storage and one booth is too old to repair so we would like to demolish the current booth and rebuild a new facility that can be certified by Interior Health and be used by local groups for fundraising during events.
5. One of our covered grandstands had to be taken down due to age and this has cost valuable seating for events. We currently have one grandstand that does not have a roof on it so we would like to add a roof to the current stand to help make up for the loss of the covered stand.

The Falkland and District Community Association and its members have committed to contributing \$100,000 of in-kind/labour support to help achieve the updates these grounds greatly need.



# BOARD REPORT

|                           |   |
|---------------------------|---|
| <b>TO:</b>                | Chair and Directors   |
| <b>SUBJECT:</b>           | All Electoral Areas: Subdivision Servicing Amendment Bylaw No. 680-1  |
| <b>DESCRIPTION:</b>       | Report from Christine LeFloch, Planner III, dated December 22, 2023. Minor amendments to Bylaw No. 680.   |
| <b>RECOMMENDATION #1:</b> | <p>THAT: "Subdivision Servicing Amendment Bylaw No. 680-1" be read a second time, as amended, this 18<sup>th</sup> day of January, 2024.</p> <p><i>Stakeholder Vote Unweighted (LGA Part 14) Majority</i></p> |
| <b>RECOMMENDATION #2:</b> | <p>THAT: "Subdivision Servicing Amendment Bylaw No. 680-1" be read a third time, this 18<sup>th</sup> day of January, 2024.</p> <p><i>Stakeholder Vote Unweighted (LGA Part 14) Majority</i></p>              |
| <b>RECOMMENDATION #3:</b> | <p>THAT: "Subdivision Servicing Amendment Bylaw No. 680-1" be adopted, this 18<sup>th</sup> day of January, 2024.</p> <p><i>Stakeholder Vote Unweighted (LGA Part 14) Majority</i></p>                        |

## SUMMARY:

Subdivision Servicing Bylaw No. 680 has been in use for nearly two years. Staff are proposing a few minor amendments to clarify wording and application requirements, along with some administrative and formatting corrections. The Board gave first and second readings to Bylaw No. 680-1 at their meeting held August 17, 2023 and directed staff to send out referrals to applicable agencies, First Nations, and development industry professionals. Referral comments received are attached to this report. It is now appropriate for the Board to consider the amending bylaw for third reading as amended and adoption.

## BACKGROUND:

See ["2023-08-17 Board DS BL680-1 First.pdf"](#) for full details of the proposed amendments to Subdivision Servicing Bylaw No. 680.

## POLICY:

### *Strategic Plan*

Subdivision Servicing Bylaw No. 680 services to help implement the Responsible Governance theme outlined in the CSR D's 2019-2022 Strategic Plan.

## FINANCIAL:

The proposed amendments are minor and do not have any financial implications for the CSR D.

## KEY ISSUES/CONCEPTS:

A few additional amendments are proposed after second reading. These are described below. These amendments are intended to provide additional clarity to the applicable bylaw section or address administrative changes in departmental structure at the CSRD.

### **Department Name Change**

The CSRD Operations Management Department underwent a restructure in 2023 and was divided into two departments called "Environmental and Utility Services" and "Community and Protective Services". All instances of "Operations Management" and "Manager Operations Management" throughout the bylaw have been updated to "Environmental and Utility Services" and "General Manager Environmental and Utility Services" to reflect this change.

### **Interpretation**

The definition for "PUBLIC UTILITY" is proposed to be deleted and replaced with "UTILITY", which will apply to both publicly owned utility services and to those owned by a strata corporation. Formerly strata corporations were not included in this definition. Adding them to the definition aligns this definition with the definitions for "COMMUNITY WATER SYSTEM" and "COMMUNITY SEWER SYSTEM" which both include strata corporations. All instances of "PUBLIC UTILITY" throughout the bylaw have been updated to "UTILITY".

### **RECOMMENDATION:**

Staff are recommending that Subdivision Servicing Amendment Bylaw No. 680-1 be read a third time as amended and be adopted for the following reasons:

- The proposed amendments will provide additional administrative clarity for staff, qualified professionals, and applicants who use the bylaw.

### **IMPLEMENTATION:**

If the Board endorses the staff recommendations staff will consolidate the amendments into Subdivision Servicing Bylaw No. 680. As of the date of adoption, subdivision applications will be reviewed against the updated bylaw.

If the bylaw is adopted staff will advise development industry professionals who regularly make subdivision applications that the bylaw has been amended. The consolidated bylaw will be posted on the Subdivision page of the CSRD website, and a news item will be posted and shared on our social media channels to let the public know about the changes.

### **COMMUNICATIONS:**

Following first and second readings referrals were sent to a number of agencies, 21 First Nations and Bands, and local development industry professionals working in the subdivision field, requesting comments on the proposed changes. The agencies referred to included:

- Ministry of Transportation and Infrastructure;
- Interior Health Authority;
- Ministry of Land, Water and Resource Stewardship – Water Allocation Branch;
- Ministry of Environment and Climate Change – Environmental Protection Division;
- CSRD Operations Management;

- Shuswap Construction Industry Professionals.

Only a few responses were received, likely due to the minor nature of the proposed amendments. These responses are attached to this report as "BL680-1\_Agency\_Referral\_Responses.pdf". Those who responded were supportive of the proposed changes or did not have any comments.

**DESIRED OUTCOMES:**

That the Board endorse the staff recommendations.

**BOARD'S OPTIONS:**

1. *Endorse the Recommendation(s).*
2. *Deny the Recommendation(s).*
3. *Defer.*
4. *Any other action deemed appropriate by the Board.*

## COLUMBIA SHUSWAP REGIONAL DISTRICT

### SUBDIVISION SERVICING AMENDMENT BYLAW NO. 680-1

#### A bylaw to amend the "Subdivision Servicing Bylaw No. 680"

WHEREAS the Board of the Columbia Shuswap Regional District adopted Bylaw No. 680;

AND WHEREAS the Board deems it appropriate to amend Bylaw No. 680;

NOW THEREFORE the Board of the Columbia Shuswap Regional District, in open meeting assembled, hereby enacts as follows:

1. "Subdivision Servicing Bylaw No. 680" is hereby amended as follows:

#### A. TEXT AMENDMENT

- i. All instances of "Manager Operations Management" throughout the bylaw are hereby replaced with "General Manager Environmental and Utility Services".
- ii. All instances of "Operations Management" throughout the bylaw are hereby replaced with "Environmental and Utility Services".
- iii. Part 1. Interpretation is hereby amended as follows:
  - a. Deleting the definition of "Public Utility" and replacing it with the following:
 

"UTILITY means a system, work, building, plant, equipment, or resource owned by a municipality, regional district, the Province of British Columbia, an improvement district or other government agency, utility company, or strata corporation for the provision of water, sewer, drainage, gas, electricity, transportation, or communication services, including public and private cemeteries.
  - b. All instances of "Public Utility" throughout the bylaw are hereby replaced with "Utility".
- iv. Part 8. Access to Property is hereby amended as follows:
  - a. Adding a new section following Section 8.3 as outlined below:
 

"8.4 Where a lot is proposed for access via shared interest in a common lot under the provisions of the Land Title Act, a Section 219 covenant shall be registered on title prohibiting construction of a residential dwelling unit on the common lot."
- v. Part 9. Assessment and Demonstration of Potable Water (for Independent On-site Water System) is amended as follows:
  - a. Amending Section 9.1 to read:
 

"9.1 Sections 9.2 through 9.19 do not apply:"
  - b. Amending Section 9.1 c) to read:



- “c) to a Parcel being created that contains a pre-existing residential *dwelling unit* that is connected to and using a water source, provided that the owner has submitted documentation in the form of a statutory declaration accompanied by a surveyed site plan indicating that:”
- c. Amending Section 9.1 c) by adding the following as bullet C.:
- “C. and in the case of a surface water source, has been licensed by the Provincial authority for domestic use in a volume meeting the requirements of this bylaw.”
- d. Amending Section 9.3 a) to read:
- “a) surface water from an intake in a water source that either has an existing license for domestic use issued by the Provincial Authority or is included on the List of Eligible Sources of the Ministry of Forests, Lands and Natural Resource Operations (or applicable Ministry at the time of application) that is current prior to issuance of final comments for the subdivision, or as provided in Schedule B attached to this bylaw;”
- e. Amending Section 9.14 to read:
- “The *Owner* shall engage a *Qualified Professional* to manage all aspects of developing an *Independent On-site Water System* for each proposed lot...”
- f. Amending Section 9.14 c) to read:
- “c) the proposed subdivision is not located within an area indicated as being within a known aquifer, as identified on the *Mapping for Areas of Groundwater Concern* or Provincial aquifer mapping;”
- g. Amending Section 9.14 j) to read:
- “j) the Regional District has requested a review of the information provided, as required in 9.12 above, by a *Qualified Professional*, and that professional recommends a professional-directed approach.”
- vi. Schedule A – Levels of Service is amended as follows:
- a. Amending Section A.1 to read:
- “A.1 All properties to be subdivided proposed to be serviced with an On-site Sewage Disposal System and an Independent On-site Water System are to be a minimum of 1.0 Ha. In size, unless a smaller parcel size is permitted in Zoning regulations.”

2. This bylaw may be cited as "Subdivision Servicing Bylaw No. 680-1".

READ a first time this 17<sup>th</sup> day of August, 2023.

READ a second time this 17<sup>th</sup> day of August, 2023.

READ a second time as amended, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

READ a third time this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CORPORATE OFFICER

\_\_\_\_\_  
CHAIR

CERTIFIED a true copy of Bylaw No. 680-1  
as read a third time.

CERTIFIED a true copy of Bylaw No. 680-1  
as adopted.

\_\_\_\_\_  
CORPORATE OFFICER

\_\_\_\_\_  
CORPORATE OFFICER

**From:** [HBE \[IH\]](#)  
**To:** [Planning Public Email address](#)  
**Subject:** BL680-01 - Interior Health Response  
**Date:** October 13, 2023 2:28:55 PM  
**Attachments:** [image001.png](#)

---

Hello,

Thank you for the opportunity to provide comments. A review has been conducted, we have no concerns with the proposed text amendments.

Thank you,

Janelle

*Janelle Rimell*, B.Sc, B.Tech, C.P.H.I.(C) (she/her)

Healthy Community Development  
Interior Health Authority

1440 14<sup>th</sup> Avenue, Vernon, BC V1B 2T1

Office: 250-549-5758

Cell: 250-540-8380

Email: [janelle.rimell@interiorhealth.ca](mailto:janelle.rimell@interiorhealth.ca)

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



Interior Health would like to recognize and acknowledge the traditional, ancestral, and unceded territories of the Dākelh Dené, Ktunaxa, Nlaka'pamux, Secwépemc, St'át'imc, Syilx, and Tsilhqot'in Nations where we live, learn, collaborate and work together.

**From:** [Karen Riopel](#)  
**To:** [Christine LeFloch](#)  
**Cc:** [Planning Public Email address](#)  
**Subject:** Response MOTI : Comments on Bylaw Amendments  
**Date:** September 20, 2023 7:43:04 AM  
**Attachments:** [image001.png](#)

---

**Karen Riopel**  
Clerical Assistant, Development Services  
**Columbia Shuswap Regional District**

---

**From:** Keely, Debra MOTI:EX <Debra.Keely@gov.bc.ca>  
**Sent:** Monday, September 18, 2023 2:38 PM  
**To:** Planning Public Email address <Plan@csrd.bc.ca>  
**Subject:** Comments on Bylaw Amendments

Thank you for the opportunity to respond to your proposed bylaw amendments for subdivision.  
MOTI is good with the access amendment.

*Debbie Keely*  
A/ Sr. Development Services Officer  
Rocky Mountain District  
[Debra.Keely@gov.bc.ca](mailto:Debra.Keely@gov.bc.ca)

Capture



RE: BL680-1 Referral



Tim Perepolkin

To  Ben Van Nostrand;  Christine LeFloch

 You replied to this message on 2024-01-04 7:50 AM.

Christine,  
Utilities has no concerns with the proposed amendments.  
Thanks,

**Tim Perepolkin, ASCT**  
Manager, Utility Services  
**Columbia Shuswap Regional District**

**From:** [Karen Riopel](#)  
**To:** [Christine LeFloch](#)  
**Cc:** [Planning Public Email address](#)  
**Subject:** LNIB Response: BL680-01 Referral Request (LNIB 2021\_7462)  
**Date:** October 11, 2023 12:19:32 PM  
**Attachments:** [image006.png](#)  
[image007.jpg](#)  
[image008.jpg](#)  
[image009.png](#)  
[image010.png](#)  
[image011.jpg](#)

---

Hi Chris,

Response from Lower Nicola Indian Band. I have saved this email to CV.

**Karen Riopel**  
Clerical Assistant, Development Services  
**Columbia Shuswap Regional District**

---

**From:** Aidan Whiteley <aidan.whiteley@lnib.net>  
**Sent:** Wednesday, October 11, 2023 9:41 AM  
**To:** Planning Public Email address <Plan@csrd.bc.ca>  
**Subject:** RE: BL680-01 Referral Request (LNIB 2021\_7462)

Good morning.

The project area is within the unceded asserted Traditional Territory of the Lower Nicola Indian Band, a member of the Nlaka'pamux Nation. LNIB has no comments on this referral.

Please use the LNIB project number, appended to the subject line in any correspondence with LNIB regarding this referral and include the [FileClerk@LNIB.net](mailto:FileClerk@LNIB.net) in your response.

Aidan Whiteley

Title and Rights Administrator  
Lower Nicola Indian Band



**PRIVILEGE AND CONFIDENTIALITY NOTICE**

The information transmitted is intended only for the person or entity to which it is addressed

and may contain confidential and/or privileged material. If you are not the intended recipient it may be unlawful for you to read, copy, disclose or otherwise use the information in the communication. If you received this transmittal in error, please contact the sender and delete the material immediately. Thank you.

---

**From:** Karen Riopel <[KRIopel@csrd.bc.ca](mailto:KRIopel@csrd.bc.ca)>

**Sent:** Monday, September 18, 2023 2:08 PM

**To:** [nicole@brownejohnson.com](mailto:nicole@brownejohnson.com) <[nicole@brownejohnson.com](mailto:nicole@brownejohnson.com)>; [joe@brownejohnson.com](mailto:joe@brownejohnson.com) <[joe@brownejohnson.com](mailto:joe@brownejohnson.com)>; [mark@brownejohnson.com](mailto:mark@brownejohnson.com) <[mark@brownejohnson.com](mailto:mark@brownejohnson.com)>; Brian Sansom <[brian@sansomsurveying.com](mailto:brian@sansomsurveying.com)>; [mmoore@allnorth.com](mailto:mmoore@allnorth.com) <[mmoore@allnorth.com](mailto:mmoore@allnorth.com)>; [jasons@jrshortt.ca](mailto:jasons@jrshortt.ca) <[jasons@jrshortt.ca](mailto:jasons@jrshortt.ca)>; [ags@underhill.ca](mailto:ags@underhill.ca) <[ags@underhill.ca](mailto:ags@underhill.ca)>; [scott.wemaddox@telus.net](mailto:scott.wemaddox@telus.net) <[scott.wemaddox@telus.net](mailto:scott.wemaddox@telus.net)>; [rtupper@monasheesurveying.com](mailto:rtupper@monasheesurveying.com) <[rtupper@monasheesurveying.com](mailto:rtupper@monasheesurveying.com)>; [abrash@globalraymac.ca](mailto:abrash@globalraymac.ca) <[abrash@globalraymac.ca](mailto:abrash@globalraymac.ca)>; [jayme@franklinengineering.ca](mailto:jayme@franklinengineering.ca) <[jayme@franklinengineering.ca](mailto:jayme@franklinengineering.ca)>; [jason@franklinengineering.ca](mailto:jason@franklinengineering.ca) <[jason@franklinengineering.ca](mailto:jason@franklinengineering.ca)>; [blake@lawsondevelopments.com](mailto:blake@lawsondevelopments.com) <[blake@lawsondevelopments.com](mailto:blake@lawsondevelopments.com)>; [jvanlindert@onsite-eng.ca](mailto:jvanlindert@onsite-eng.ca) <[jvanlindert@onsite-eng.ca](mailto:jvanlindert@onsite-eng.ca)>; [chad.meier@cleartechconsultingltd.com](mailto:chad.meier@cleartechconsultingltd.com) <[chad.meier@cleartechconsultingltd.com](mailto:chad.meier@cleartechconsultingltd.com)>; [rodric@ithappenswastewater.com](mailto:rodric@ithappenswastewater.com) <[rodric@ithappenswastewater.com](mailto:rodric@ithappenswastewater.com)>; [pblacket@kalageo.com](mailto:pblacket@kalageo.com) <[pblacket@kalageo.com](mailto:pblacket@kalageo.com)>; [bjackson@hotmail.com](mailto:bjackson@hotmail.com) <[bjackson@hotmail.com](mailto:bjackson@hotmail.com)>; [rhinoenvironmental@hotmail.ca](mailto:rhinoenvironmental@hotmail.ca) <[rhinoenvironmental@hotmail.ca](mailto:rhinoenvironmental@hotmail.ca)>; [greenm@ae.ca](mailto:greenm@ae.ca) <[greenm@ae.ca](mailto:greenm@ae.ca)>; [friesent@ae.ca](mailto:friesent@ae.ca) <[friesent@ae.ca](mailto:friesent@ae.ca)>; [yyin@kalageo.com](mailto:yyin@kalageo.com) <[yyin@kalageo.com](mailto:yyin@kalageo.com)>; [ryan@westernwater.ca](mailto:ryan@westernwater.ca) <[ryan@westernwater.ca](mailto:ryan@westernwater.ca)>; [paul@westernwater.ca](mailto:paul@westernwater.ca) <[paul@westernwater.ca](mailto:paul@westernwater.ca)>; [doug@westernwater.ca](mailto:doug@westernwater.ca) <[doug@westernwater.ca](mailto:doug@westernwater.ca)>; [mschutten@ecoscapeltd.com](mailto:mschutten@ecoscapeltd.com) <[mschutten@ecoscapeltd.com](mailto:mschutten@ecoscapeltd.com)>; [kickinghorsewater@gmail.com](mailto:kickinghorsewater@gmail.com) <[kickinghorsewater@gmail.com](mailto:kickinghorsewater@gmail.com)>; [dangaredrilling@hotmail.com](mailto:dangaredrilling@hotmail.com) <[dangaredrilling@hotmail.com](mailto:dangaredrilling@hotmail.com)>; [office@jrdrilling.com](mailto:office@jrdrilling.com) <[office@jrdrilling.com](mailto:office@jrdrilling.com)>; [info@integritydrilling.ca](mailto:info@integritydrilling.ca) <[info@integritydrilling.ca](mailto:info@integritydrilling.ca)>; [pjcorley@telus.net](mailto:pjcorley@telus.net) <[pjcorley@telus.net](mailto:pjcorley@telus.net)>; [greatdivideldc@gmail.com](mailto:greatdivideldc@gmail.com) <[greatdivideldc@gmail.com](mailto:greatdivideldc@gmail.com)>; [cory@shuswaplakeestates.com](mailto:cory@shuswaplakeestates.com) <[cory@shuswaplakeestates.com](mailto:cory@shuswaplakeestates.com)>; [davecunliffe@cablelan.net](mailto:davecunliffe@cablelan.net) <[davecunliffe@cablelan.net](mailto:davecunliffe@cablelan.net)>; [Tara.Knight@gov.bc.ca](mailto:Tara.Knight@gov.bc.ca) <[Tara.Knight@gov.bc.ca](mailto:Tara.Knight@gov.bc.ca)>; [Elizabeth.Keam@gov.bc.ca](mailto:Elizabeth.Keam@gov.bc.ca) <[Elizabeth.Keam@gov.bc.ca](mailto:Elizabeth.Keam@gov.bc.ca)>; [Cliff.Razzo@gov.bc.ca](mailto:Cliff.Razzo@gov.bc.ca) <[Cliff.Razzo@gov.bc.ca](mailto:Cliff.Razzo@gov.bc.ca)>; [Desiree.Lantenhaamer@gov.bc.ca](mailto:Desiree.Lantenhaamer@gov.bc.ca) <[Desiree.Lantenhaamer@gov.bc.ca](mailto:Desiree.Lantenhaamer@gov.bc.ca)>; [Lindsay.McKinnon@gov.bc.ca](mailto:Lindsay.McKinnon@gov.bc.ca) <[Lindsay.McKinnon@gov.bc.ca](mailto:Lindsay.McKinnon@gov.bc.ca)>; [Bill.Sparkes@gov.bc.ca](mailto:Bill.Sparkes@gov.bc.ca) <[Bill.Sparkes@gov.bc.ca](mailto:Bill.Sparkes@gov.bc.ca)>; [Juliet.spalding@gov.bc.ca](mailto:Juliet.spalding@gov.bc.ca) <[Juliet.spalding@gov.bc.ca](mailto:Juliet.spalding@gov.bc.ca)>; [Michele.Ihas@gov.bc.ca](mailto:Michele.Ihas@gov.bc.ca) <[Michele.Ihas@gov.bc.ca](mailto:Michele.Ihas@gov.bc.ca)>; [Liz.Archibald@gov.bc.ca](mailto:Liz.Archibald@gov.bc.ca) <[Liz.Archibald@gov.bc.ca](mailto:Liz.Archibald@gov.bc.ca)>; [Melanie.Mamoser@gov.bc.ca](mailto:Melanie.Mamoser@gov.bc.ca) <[Melanie.Mamoser@gov.bc.ca](mailto:Melanie.Mamoser@gov.bc.ca)>; [Misty.Palm@interiorhealth.ca](mailto:Misty.Palm@interiorhealth.ca) <[Misty.Palm@interiorhealth.ca](mailto:Misty.Palm@interiorhealth.ca)>; [Anita.Eely@interiorhealth.ca](mailto:Anita.Eely@interiorhealth.ca) <[Anita.Eely@interiorhealth.ca](mailto:Anita.Eely@interiorhealth.ca)>; [Marion.Masson@interiorhealth.ca](mailto:Marion.Masson@interiorhealth.ca) <[Marion.Masson@interiorhealth.ca](mailto:Marion.Masson@interiorhealth.ca)>; [referrals@alib.ca](mailto:referrals@alib.ca) <[referrals@alib.ca](mailto:referrals@alib.ca)>; [gblain43715@yahoo.ca](mailto:gblain43715@yahoo.ca) <[gblain43715@yahoo.ca](mailto:gblain43715@yahoo.ca)>; [nntc.referrals@nntc.ca](mailto:nntc.referrals@nntc.ca) <[nntc.referrals@nntc.ca](mailto:nntc.referrals@nntc.ca)>; [lsphan@coldwaterband.org](mailto:lsphan@coldwaterband.org) <[lsphan@coldwaterband.org](mailto:lsphan@coldwaterband.org)>; [eshknam.arch@gmail.com](mailto:eshknam.arch@gmail.com) <[eshknam.arch@gmail.com](mailto:eshknam.arch@gmail.com)>; [referrals@lsib.ca](mailto:referrals@lsib.ca) <[referrals@lsib.ca](mailto:referrals@lsib.ca)>; FileClerk <[fileclerk@lnib.net](mailto:fileclerk@lnib.net)>; [referrals@lsib.net](mailto:referrals@lsib.net) <[referrals@lsib.net](mailto:referrals@lsib.net)>; Andrea Blackwater <[referrals@neskonlith.net](mailto:referrals@neskonlith.net)>; [sstone@scwexmxtribal.org](mailto:sstone@scwexmxtribal.org) <[sstone@scwexmxtribal.org](mailto:sstone@scwexmxtribal.org)>; [reception@nooaitchband.ca](mailto:reception@nooaitchband.ca) <[reception@nooaitchband.ca](mailto:reception@nooaitchband.ca)>; [travis@stkemlupsemc.ca](mailto:travis@stkemlupsemc.ca) <[travis@stkemlupsemc.ca](mailto:travis@stkemlupsemc.ca)>;

[onareception@syilx.org](mailto:onareception@syilx.org) <[onareception@syilx.org](mailto:onareception@syilx.org)>; [referrals@pib.ca](mailto:referrals@pib.ca) <[referrals@pib.ca](mailto:referrals@pib.ca)>; [Heather.fader@shackan.ca](mailto:Heather.fader@shackan.ca) <[Heather.fader@shackan.ca](mailto:Heather.fader@shackan.ca)>; [referrals@simpcw.com](mailto:referrals@simpcw.com) <[referrals@simpcw.com](mailto:referrals@simpcw.com)>; [sts@siskaband.ca](mailto:sts@siskaband.ca) <[sts@siskaband.ca](mailto:sts@siskaband.ca)>; [referrals@skeetchestn.ca](mailto:referrals@skeetchestn.ca) <[referrals@skeetchestn.ca](mailto:referrals@skeetchestn.ca)>; [referrals@splatsin.ca](mailto:referrals@splatsin.ca) <[referrals@splatsin.ca](mailto:referrals@splatsin.ca)>; [referrals@kib.ca](mailto:referrals@kib.ca) <[referrals@kib.ca](mailto:referrals@kib.ca)>; [referral.coord@uppernicola.com](mailto:referral.coord@uppernicola.com) <[referral.coord@uppernicola.com](mailto:referral.coord@uppernicola.com)>; [info@shuswapband.net](mailto:info@shuswapband.net) <[info@shuswapband.net](mailto:info@shuswapband.net)>

**Cc:** Christine LeFloch <[CLEFloch@csrd.bc.ca](mailto:CLEFloch@csrd.bc.ca)>; Stephanie Hodge <[SHodge@csrd.bc.ca](mailto:SHodge@csrd.bc.ca)>

**Subject:** BL680-01 Referral Request

Good afternoon,

If you have received this email, we are aware that you do work within the CSRD related to subdivision or may have an interest in the subdivision process as an agency or First Nation. In February 2022 the CSRD adopted a new Subdivision Servicing Bylaw. In preparing the bylaw we asked you for your views and many of you provided valuable input. After using the bylaw for one year, staff noted a few minor amendments that should be made to clarify requirements and clean up some formatting. We'd appreciate if you could take a few moments of your day to share your comments with us once again. You may only be interested in portions of the bylaw that relate to the work that you do. For example, if you are a hydrogeologist and your area of expertise relates to water, you may not be interested in the parts of the bylaw related to access or sewage disposal. Please feel free to look at the sections that are relevant to you and provide comments on those sections only if you prefer. The Board report and amending bylaw are attached and are also linked below. The report provides an overview of the amendments being proposed at this time. If you have any questions about the project, please feel free to contact Christine LeFloch @ 250-253-4552 or [clefloch@csrd.bc.ca](mailto:clefloch@csrd.bc.ca).

You can provide comments by replying to [plan@csrd.bc.ca](mailto:plan@csrd.bc.ca).

[2023-08-17\\_Board\\_DS\\_BL680-1\\_First  
BL680-1\\_First](#)

The deadline for providing comments is **October 18, 2023**.

Kind Regards,

**Karen Riopel**

Clerical Assistant, Development Services

**Columbia Shuswap Regional District**

**D:** 250.833.5961 | **TF:** 1.888.248.2773

**E:** [kriopel@csrd.bc.ca](mailto:kriopel@csrd.bc.ca) | **W:** [www.csrd.bc.ca](http://www.csrd.bc.ca)



Please consider the environment before printing this e-mail



This e-mail is CONFIDENTIAL. If you are not the intended recipient, please notify the sender immediately and delete this communication, attachment or any copy. Thank you.



**Penticton Indian Band**  
Natural Resources Department  
841 Westhills Drive | Penticton, B.C.  
V2A 0E8  
Referrals@pib.ca | www.pib.ca  
Telephone: 250-492-0411  
Fax: 250-493-2882

---

**Project Name:**

PL20230000127

**FN Consultation ID:**

BL680-01

**Consulting Org Contact:**

Karen Riopel

**Consulting Organization:**

[Columbia Shuswap Regional District \(CSRD\)](#)

**Date Received:**

Thursday, September 21, 2023

**File number:**

BL680-01

September 22, 2023

Attention: Karen Riopel

We are in receipt of the above referral. The proposed activity is located outside Okanagan/syilx Nation Territory.

The Penticton Indian Band has now had the opportunity to review the proposed activity. At this time, the Penticton Indian Band will be deferring further consultation and engagement to the Okanagan Indian Band.

If you require further information or clarification, please do not hesitate to contact me.

limləmt,

Madison Terbasket  
Interim Referrals Coordinator  
Penticton Indian Band  
Natural Resources  
email: [mterbasket@pib.ca](mailto:mterbasket@pib.ca)  
office: 250-499-9866  
address: 841 Westhills Drive  
Penticton, British Columbia  
Canada V2A 0E8

---