



Regional District of Central Kootenay
RURAL AFFAIRS COMMITTEE
Open Meeting Addenda

Date: Wednesday, December 10, 2025
Time: 9:00 am
Location: Hybrid Model - In-person and Remote

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. ZOOM REMOTE MEETING INFO

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Meeting Time:

9:00 a.m. PST

10:00 a.m. MST

Join by Video:

<https://rdck-bc-ca.zoom.us/j/97918675110?pwd=GmVSuFaa2RntNTq5nTyh8CpcKj5tAL.1>

Join by Phone:

833 955 1088 Canada Toll-free

*6 to unmute or mute

*9 to raise or lower your hand

Meeting ID: 979 1867 5110

Meeting Password: 527524

In-Person Location: RDCK Board Room, 202 Lakeside Drive, Nelson, BC

2. ELECTION

Board Chair Watson assumed the chair at ____ a.m.

2.1 ELECTION OF CHAIR

ALL FOR NOMINATIONS (3 Times)

Director _____ nominated Director _____.
Director _____ nominated Director _____.
Director _____ nominated Director _____.

OPPORTUNITY FOR CANDIDATES TO ADDRESS THE RURAL AFFAIRS COMMITTEE

Two minutes per address.

VOTE BY SECRET BALLOT

DECLARATION OF CHAIR

Chair Watson ratifies the appointed Director _____ as Chair of the Rural Affairs Committee for 2026.

DESTROY BALLOTS

RECOMMENDATION:

That the hard copy and email votes used in the election of the December 10, 2025 Rural Affairs Committee Meeting be destroyed.

3. CHAIR'S ADDRESS

4. COMMENCEMENT OF THE RURAL AFFAIRS COMMITTEE MEETING

4.1 TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the Indigenous peoples within whose traditional lands we are meeting today.

4.2 ADOPTION OF THE AGENDA

RECOMMENDATION:

The agenda for the December 10, 2025 Rural Affairs Committee meeting be adopted as circulated.

RECOMMENDATION:

Municipal Director(s) have freedom of the floor.

4.3 RECEIPT OF MINUTES

The November 13, 2025 Rural Affairs Committee meeting minutes, have been received.

7 - 12

4.4 DELEGATIONS

No delegations.

4.5 PLANNING & BUILDING

4.5.1 LAND USE BYLAW AMENDMENT - MACE

13 - 46

File No.: Z2505F
2315 West Road
(Britney & Braeden Mace)
Electoral Area F

The Committee Report dated November 24, 2025 from Sadie Chezenko, Planner, re: Land Use Bylaw Amendment - Mace, has been received.

RECOMMENDATION:

That it be recommended to the Board:

That the Board take no further action in regard to *Regional District of Central Kootenay Zoning Amendment Bylaw No. 3040, 2025.*

4.5.2 LAND USE BYLAW AMENDMENT - BOUCHARD

47 - 83

File No.: Z2506G – BOUCHARD
8515 Highway 6
(Louis Bouchard)
Electoral Area G

The Committee Report dated November 26, 2025 from Sadie Chezenko, Planner, re: Land Use Bylaw Amendment - Bouchard, has been received.

RECOMMENDATION:

That it be recommended to the Board:

That *Electoral Area 'G' Land Use Amendment Bylaw No. 3059, 2025* being a bylaw to amend *Electoral Area 'G' Land Use Bylaw No. 2452, 2018* is hereby given FIRST and SECOND reading by content and referred to a public hearing.

RECOMMENDATION:

That it be recommended to the Board:

That in accordance with *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015*, Electoral Area 'G' Director Hans Cunningham is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

4.5.3 NON-FARM USE IN THE AGRICULTURAL LAND RESERVE - TILLING

84 - 141

File No.: A2508B – Tilling
1132 27TH Avenue South
(Cassidy Tilling)
Electoral Area B

The Committee Report dated December 1, 2025 from Sadie Chezenko, Planner, re: Non-Farm Use In The Agricultural Land Reserve - Tilling, has been received.

RECOMMENDATION:

That it be recommended to the Board:

That the Board NOT SUPPORT application A2508B for the purposes of a Non-Farm Use in the ALR proposed by Cassidy Tilling for the property located at 1132 27TH Avenue, Erickson, Electoral Area 'B' and legally described as PARCEL B (REFERENCE PLAN 36491I) LOT 4 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 730B (PID: 011-958-065);

AND FURTHER, that the Board directs Staff to NOT ADVANCE the subject application to the Agricultural Land Commission for consideration.

4.5.4 PLANNING SERVICES WORK PLAN REVIEW

142 - 146

File No.: 10\4720\01

All Electoral Areas

The Committee Report date December 10, 2025 from Nelson Wight, Planning Manager, re: Planning Services Work Plan Review, has been received.

RECOMMENDATION:

That it be recommended to the Board:

THAT the Board direct staff to initiate a Sub-Regional Official Community Plan update for areas F, H, J, and K and this project placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

RECOMMENDATION:

That it be recommended to the Board:

THAT the Board direct staff to initiate an update to the Area D Comprehensive Land Use Bylaw that would consider expansion of zoned areas and this project be placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

RECOMMENDATION:

That it be recommended to the Board:

THAT the Board direct staff to initiate a Sub-Regional Official Community Plan update for Areas A, B, and C, and this project be placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

RECOMMENDATION:

That it be recommended to the Board:

THAT the Board direct staff to initiate a Housing Development and Costing Study, and this project be placed in the order of priority

determined at the December 10, 2025 Rural Affairs Committee Meeting.

- 4.5.5 2026 DRAFT BUDGET: SERVICE S104 PLANNING AND LAND USE** 147 - 150
The presentation regarding the 2026 Draft Financial Plan for Service S104 Planning and Land Use has been received.

The 2026 Draft Financial Plan for Service S104 Planning and Land Use has been received.

4.6 ENVIRONMENTAL SERVICES

- 4.6.1 LEASE AGREEMENT: BALFOUR WATER SERVICE BUILDING** 151 - 171
File No.: 2025-215-ENV_ELLEN_KELLY
Electoral Area E

Due to the November 28, 2025 Water Services Committee meeting being cancelled, the Lease Agreement is coming to the December 10, 2025 Rural Affairs Committee meeting.

The Committee Report dated December 10, 2025 from Eileen Senyk, Water Services Liaison, re: Lease Agreement – Balfour Water Services Building, has been received.

RECOMMENDATION:

That it be recommended to the Board:

That the Board approve the RDCK enter into a Lease Agreement with Ellen Kelly for the lease of the Balfour Water Service Building for the period on one year starting January 15, 2026 and ending January 14, 2027, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

4.7 RURAL ADMINISTRATION

- 4.7.1 FOR INFORMATION: THIRD PARTY COMMUNITY WORKS FUNDING** 172 - 181
The Committee Report from Mike Morrison, Senior Manager of Corporate Administration, re: Update on Funding Third Parties with Community Works Funds, has been received on the addenda package.

4.8 PUBLIC TIME

The Chair will call for questions from the public and members of the media at _____ a.m.

4.9 CLOSED

- 4.9.1 MEETING CLOSED TO THE PUBLIC**

RECOMMENDATION:

In the opinion of the Committee and, in accordance with Section 90 of the *Community Charter* the public interest so requires that persons other than DIRECTORS, ALTERNATE DIRECTORS, DELEGATIONS AND STAFF be excluded from the meeting;

AND FURTHER, in accordance with Section 90 of the *Community Charter*, the meeting is to be closed on the basis(es) identified in the following Subsections:

90 (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

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

4.9.2 RECESS OF OPEN MEETING

RECOMMENDATION:

The Open meeting be recessed in order to conduct the Closed meeting.

4.10 ADJOURNMENT

RECOMMENDATION:

The meeting be adjourned at _____



Regional District of Central Kootenay

RURAL AFFAIRS COMMITTEE MEETING

Open Meeting Minutes

Wednesday, November 13, 2024

9:00 a.m.

Hybrid Model - In-person and Remote
RDCK Board Room, 202 Lakeside Dr., Nelson, BC

COMMITTEE MEMBERS

PRESENT

Chair G. Jackman	Electoral Area A – In-person
Director R. Tierney	Electoral Area B – In-person
Director K. Vandenberghe	Electoral Area C – In-person
Director A. Watson	Electoral Area D – In-person
Director C. Graham	Electoral Area E
Director T. Newell	Electoral Area F – In-person
Director H. Cunningham	Electoral Area G
Director W. Popoff	Electoral Area H – In-person
Director A. Davidoff	Electoral Area I
Director H. Hanegraaf	Electoral Area J
Director T. Weatherhead	Electoral Area K – In-person

GUEST DIRECTOR

Director L. Main	Village of Silverton – In-person
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STAFF PRESENT

S. Horn	Chief Administrative Officer
S. Sudan	General Manager of Development and Community Sustainability
N. Wight	Planning Manager
S. Johnson	Planner
S. Chezenko	Planner
C. Scott	Planner
U. Wolf	General Manager of Environmental Services

T. Johnston
C. Hopkyns

Environmental Coordinator
Corporate Administrative Coordinator–
Meeting Coordinator

1. ZOOM REMOTE MEETING INFO

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Join by Video:

<https://rdck-bc-ca.zoom.us/j/95879979960?pwd=YT4OIFfmmaMTDh8CViYaGMeW3aqrwa.1&from=addon>

Join by Phone:

• 833 955 1088

Meeting Number (access code): 958 7997 9960

Meeting Password: 399035

2. CALL TO ORDER

Chair Jackman called the meeting to order at 9:00 a.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the Indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF THE AGENDA

Moved and seconded,
And resolved:

The agenda for the November 13, 2024 Rural Affairs Committee meeting be adopted as circulated.

Carried

Moved and seconded,
And resolved:

Director Main have freedom of the floor.

Carried

5. RECEIPT OF MINUTES

The October 16, 2024 Rural Affairs Committee meeting minutes, have been received.

STAFF PRESENT: Director Cunningham join the meeting at 9:01 a.m.

6. DELEGATIONS

No delegations.

7. PLANNING & BUILDING

7.1 CANCEL - BUILDING BYLAW CONTRAVENTION - TERSIGNI

File No.: 3130-20-G-707.05570.020-BP28078

6410 Highway 3

(Lori & Frank Tersigni)

Electoral Area G

The Committee Report dated October 1, 2024 from Manda McIntyre, Building Manager, re: Cancel - Building Bylaw Contravention - Tersigni, has been received.

- No delegation was present.
- Staff had no additional information.
- Chair Jackman thanked staff and referred the recommendation to Committee for consideration.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Corporate Officer be authorized to remove the Notice on Title relating to 6410 Highway 3, Electoral Area G, currently owned by Lori and Frank Tersigni, property legally described as LOT 2, DISTRICT LOT 1237, KOOTENAY DISTRICT PLAN 4145, the RDCK Building Department has confirmed that a building permit has been obtained and the deficiencies associated with the construction have been rectified.

Carried

7.2 DEVELOPMENT VARIANCE PERMIT - GERRARD

File No.: V2408I c/o Ben Gordon

1970 Sandy Road

(Daniel, Ralph and Katty Gerrard)

Electoral Area I

Rural Affairs Committee

Referred from October 16, 2024 to November 13, 2024

NOTE: The property owner has withdrawn their application.

7.3 OFFICIAL COMMUNITY PLAN REVIEW – INITIAL CONSIDERATION - SENTINEL MOUNTAIN (ELECTORAL AREA I)
File No.: 10-5100-20-I-OCP
Electoral Area I

The Committee Report dated October 30, 2024 from Stephanie Johnson, Planner, re: Sentinel Mountain (Electoral Area I) Official Community Plan (OCP) Review – Initial Consideration, has been received.

Stephanie Johnson, Planner, provided a presentation on Sentinel Mountain - Electoral Area I Official Community Plan, sharing background and reviewing the work plan. She provided an overview of the structure of the OCP, sharing the required and optional OCP content. Stephanie shared how this OCP was developed and the next steps.

The Committee asked staff questions and had a discussion regarding the Sentinel Mountain (Electoral Area I) Official Community Plan Review, discussing the process and timeline. Due to a constituents inquiry, the Area Director is recommending referral to the December 11, 2024 Rural Affairs Committee meeting.

Moved and seconded,
And resolved:

That the following motion BE REFERRED to the December 11, 2024 Rural Affairs Committee meeting:

THAT the Sentinel Mountain Electoral Area I Official Community Plan Bylaw No. 2821, 2024 be read a first and second time and referred to a public hearing.

Carried

Moved and seconded,
And resolved:

That the following motion BE REFERRED to the December 11, 2024 Rural Affairs Committee meeting:

That the *Sentinel Mountain Electoral Area I Official Community Plan Bylaw No. 2821, 2024* has met the following requirements:

1. The engagement planning process for the public consultation in accordance with Section 475 of the *Local Government Act*;
2. Is consistent with respect to the RDCK's Financial Plan and applicable RDCK Waste and Resource Management Plan in accordance with Section 477 of the *Local Government Act*;

AND FURTHER, *THAT Bylaw No. 2821, 2024* be referred to affected First Nations, Provincial agencies and ministries including the Agricultural Land Commission.

Carried

Moved and seconded,
And resolved:

That the following motion BE REFERRED to the December 11, 2024 Rural Affairs Committee meeting:

THAT Kootenay-Columbia Rivers Official Community Plan Amendment Bylaw 2967, 2024 being a Bylaw to amend *Kootenay-Columbia Rivers Official Community Plan Bylaw No. 1157, 1996* be read a first and second time and referred to a public hearing.

Carried

Moved and seconded,
And resolved:

That the following motion BE REFERRED to the December 11, 2024 Rural Affairs Committee meeting:

THAT Regional District of Central Kootenay Zoning Amendment Bylaw No. 2968, 2024 being a Bylaw to amend *Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004* be read a first and second time and referred to a public hearing.

Carried

Moved and seconded,
And resolved:

That the following motion BE REFERRED to the December 11, 2024 Rural Affairs Committee meeting:

That in accordance with *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015*, Electoral Area I Director Andy Davidoff is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

Carried

8. ENVIRONMENTAL SERVICES

8.1 INFRASTRUCTURE PLANNING GRANT APPLICATION – WYNNDEL IRRIGATION DISTRICT ASSET MANAGEMENT PLANNING

File No.: 1845-20-IPG INFRASTRUCTURE-PLANNING-GRANT

Electoral Area A & C

The Committee Report dated November 4, 2024 from Todd Johnston, Environmental Services Coordinator, re: Infrastructure Planning Grant Application – Wynndel Irrigation District Asset Management Planning, has been received.

Todd Johnston, Environmental Services Coordinator, provided an overview to the Committee regarding the application to the Infrastructure Planning Grant Program on behalf of the Wynndel Irrigation District (WID), for the December 2024 intake.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board direct staff to submit an Infrastructure Planning Grant Program application on behalf of the Wynndel Irrigation District for the Wynndel Irrigation District Asset Management Planning for consideration during the December 2024 intake; AND FURTHER, if the application is not immediately successful, then to submit again upon subsequent intakes.

Carried

9. RURAL ADMINISTRATION

No items.

10. PUBLIC TIME

The Chair called for questions from the public and member of the media at 10:30 a.m.

No public or media had questions.

11. ADJOURNMENT

Moved and seconded,

And resolved:

The meeting be adjourned at 10:30 a.m.

Carried

Digitally approved

Garry Jackman, Chair



Committee Report

Date of Report: November 24, 2025
Date & Type of Meeting: December 10, 2025, Rural Affairs Committee
Author: Sadie Chezenko, Planner 1
Subject: LAND USE BYLAW AMENDMENT
File: Z2505F
Electoral Area/Municipality F

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is for the Regional Board to consider a land use bylaw amendment application in Electoral Area ‘F’ to rezone the subject property from Country Residential (R2) to Country Residential (R2) Site Specific. The zoning change is proposed to reduce the minimum lot size from 1 hectare to 0.8 hectares to facilitate a two-lot subdivision.

The proposed subdivision would double the property’s development potential and create undersized lots, increasing the risk of groundwater contamination, sewage issues, and ecological degradation. Approving the amendment could encourage future similar applications, compounding these concerns. The subdivision is not required to build a second dwelling as the zoning already allows it.

Given this, staff recommend that no further action be taken regarding this application.

SECTION 2: BACKGROUND/ANALYSIS

GENERAL INFORMATION
Property Owner: Britney Mace and Braeden Mace
Applicant: Britney and Braeden Mace
Property Location: 2315 West Road, 5 Mile, Electoral Area ‘F’
Legal Description: LOT 2 DISTRICT LOT 7063 KOOTENAY DISTRICT PLAN NEP72348 (PID: 025-541-463)
Property Size: 1.6 hectares (4.1 acres)
Current Zoning: Country Residential (R2)
Current Official Community Plan Designation: Country Residential (CR)

Site Context

The subject property is located approximately ten minutes outside of Nelson on the Northshore in the Five Mile area as shown in Figures 1 and 2. The neighbourhood is located between mountains and the west arm of Kootenay Lake.



Figure 1: Context Aerial Imagery



Figure 2: Location Map

RDCK Mapping shows three watercourses within 1km of the property that descend the mountains into Kootenay Lake. The two most southerly watercourses are Shannon Creek and Crystal Creek but the third is unnamed. In

addition, there appear to be other watercourses in the area as there are water licenses issued for several according to the BC Water Resources Atlas. These include Brite Creek, Dashwood Creek, Mary Brook, Townsend Creek, Thompson Creek and Waterwheel Creek. Other maps show Waterwheel Creek running north of the subject property, Dashwood Creek running through the subject property and Crystal Creek running to the south of the subject property. Approximately 50m south of the subject property is the Crystal Creek Non-Standard Flood and Erosion Area (NSFEA) which is a G-Rated NSFEA as is shown in Figure 3.

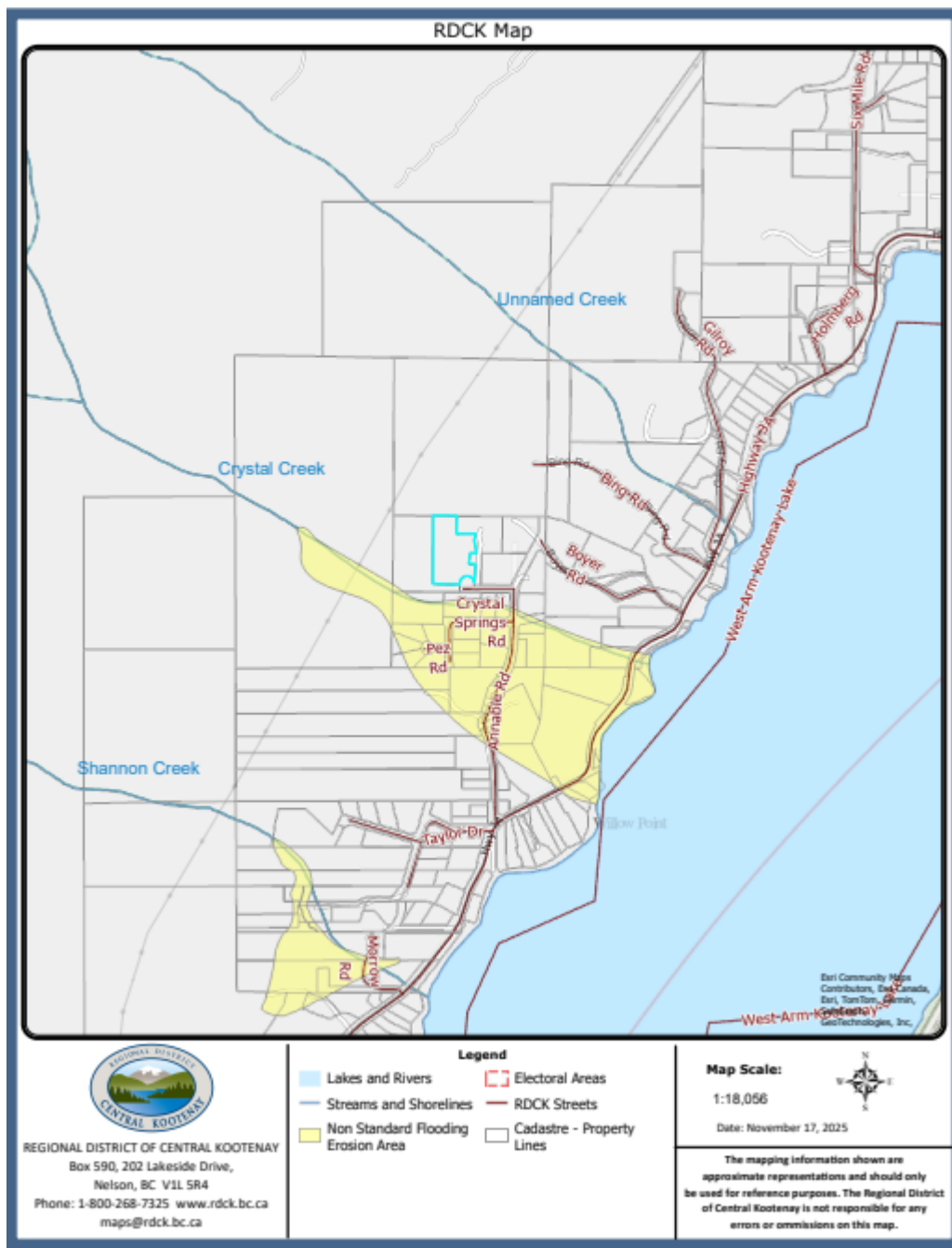


Figure 3: NSFEA and Mapped Watercourses

Five Mile is a rural residential area with an existing mix of residential lots ranging in size from 0.2 hectares to over 4 hectares. The Five Mile area is primarily residentially zoned but also has some commercial and industrial land uses including a sand and gravel pit. The properties surrounding the subject property are residentially zoned and developed with single detached dwellings.

SURROUNDING LAND USES
North: Rural Residential (R3)
East: Country Residential (R2)
South: Country Residential (R2) and Suburban Residential F (R1F)
West: Country Residential (R2)

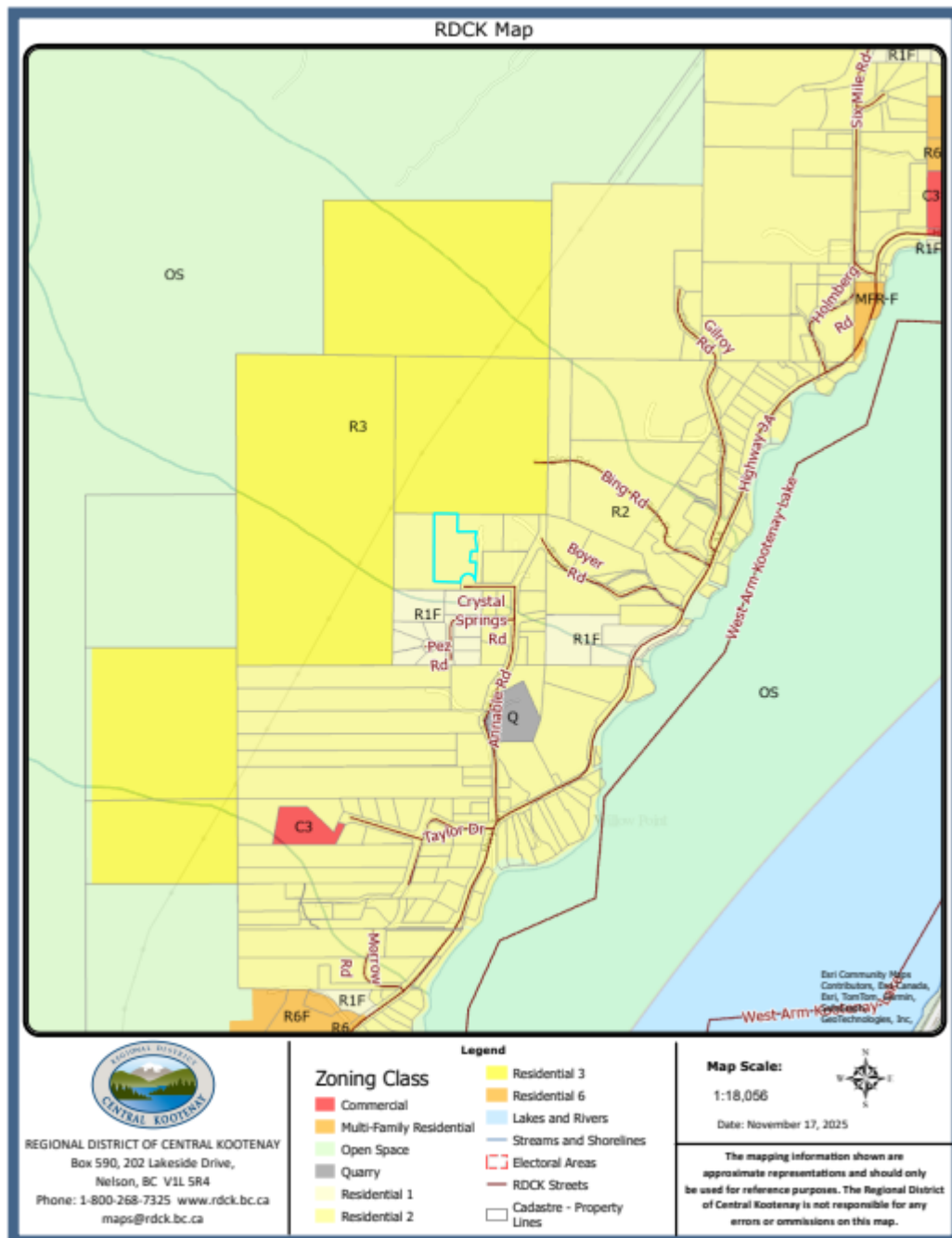


Figure 4: Zoning Map

The subject property was subdivided from the parent parcel in 2002 which created three residential lots that comply with the 1 hectare minimum lot area in accordance with the zoning bylaw. The parcel is relatively flat and treed and has an existing detached dwelling, accessory building and on-site servicing including a septic system and a well and an active license to divert water from Waterwheel Creek. The current owners acquired the parcel in late 2023.

Background and Development Proposal

The applicants are proposing to rezone the subject property from Country Residential (R2) to Country Residential (R2) Site Specific to facilitate the subdivision of their property into smaller lots than are currently allowed. The proposal is to reduce the minimum required lot size from 1.0 hectare to 0.8 hectares to facilitate the subdivision.

Staff have been in conversation with the applicants regarding different development options for their property since early 2024 including for the possibility of subdivision as well as the possibility of building a secondary suite or detached accessory dwelling unit (ADU) on the existing parcel. The applicants live in the existing home, and the second residence is intended to accommodate the applicant's father.

In early 2025, staff informed the owners that it would be unlikely that staff could recommend support for reducing the minimum lot size through a zoning amendment as the Interior Health Authority cautions that development of lots less than 1.0 hectare with independent on-site water and on-site sewage disposal systems is not a sustainable form of development.

A few months later, another zoning bylaw amendment, Z2506F, was approved by the RDCK Board. The purpose of that bylaw amendment was to facilitate a subdivision with undersized lots in Electoral Area 'F.' The applicants were aware of this application and saw that it was approved. Shortly after, they initiated their subdivision and bylaw amendment applications with the Ministry of Transportation and Transit (MOTT) and the RDCK respectively.

Initially when the bylaw amendment application was submitted, the applicants stated that the purpose of the subdivision application was to allow them to build a home for the applicant's father. At that time, staff clarified that they already had permission to build a second home on the property as the Country Residential (R2) zone permits the construction of an accessory dwelling unit (ADU) in addition to a single detached home.

The applicants explained that they would prefer to subdivide the property and build the new home on its own separate lot. They noted that if the applicant's father no longer needed the unit in the future, they would not want to rent it out or take on the responsibilities of being landlords. Having a separate parcel would allow them to sell the property instead of leaving the unit empty or renting it long-term. They noted that this outcome would also be better for them from a financial standpoint.

Although their goal is to build a home for the applicant's father, they emphasized that the subdivision is primarily about creating more favourable financial conditions and avoiding the need to manage a rental unit. A separate lot would address these concerns.

The proposed subdivision layout is shown in Figure 6. Only one of the proposed lots would have direct access to West Road. The other lot is proposed to be accessed via easement. This easement would have to be registered prior to subdivision. Other aspects such as servicing (septic and water) would also be required to be demonstrated as part of the subdivision process. Both parcels are proposed to be serviced by on-site water supply (well and surface water license) and on-site septic systems as shown in the plan below. The plan also shows the creeks running on and near the subject property.

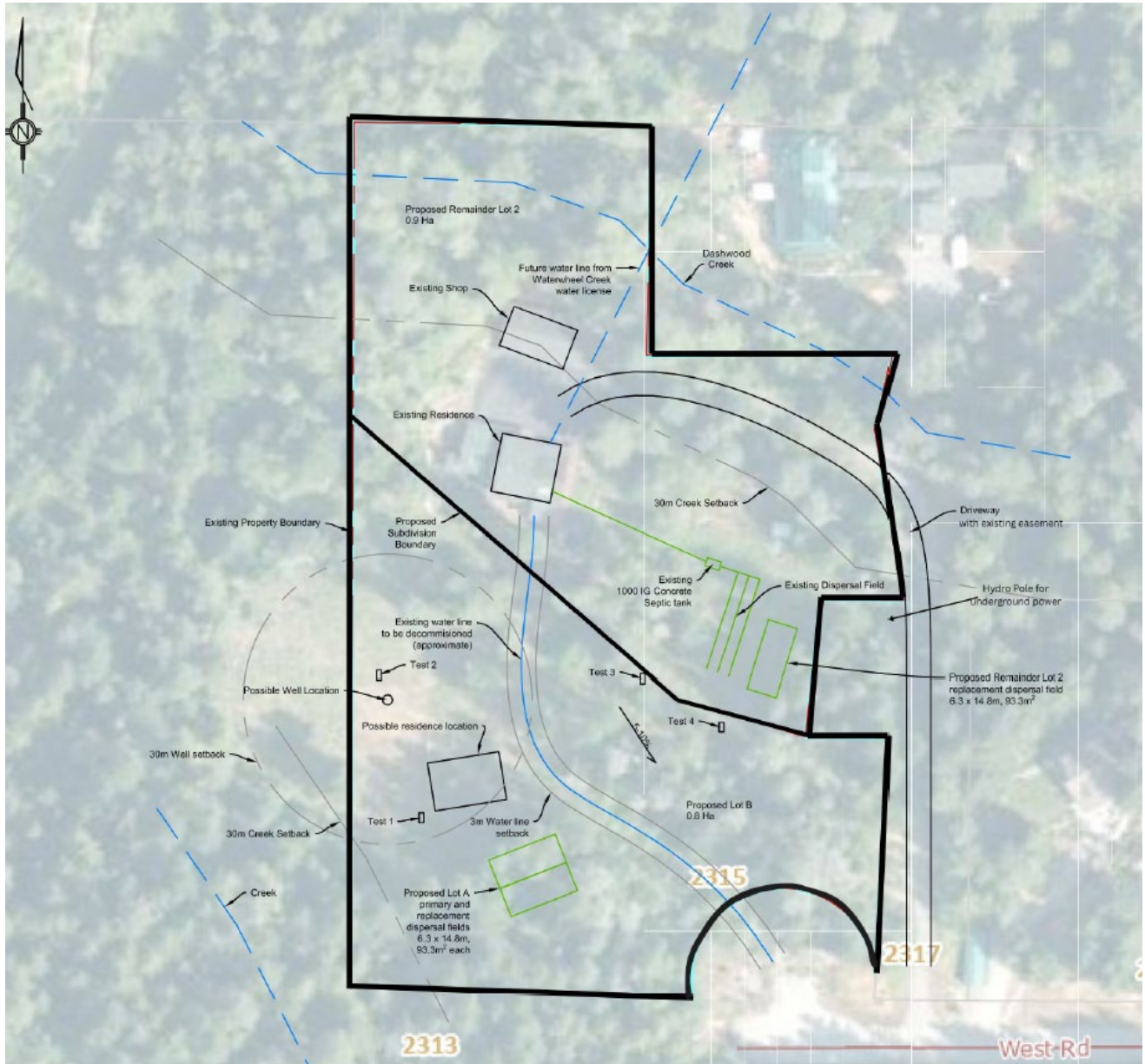


Figure 5: Proposed Subdivision

Planning Policy

Electoral Area 'F' Official Community Plan Bylaw No. 2214, 2011

Relevant General Residential Objectives

1. Encourage a variety of residential locations, types, tenures, and densities, including mixed use buildings in commercial areas.
2. Protect the existing quality of life and character of existing neighbourhoods
3. Allow safe residential access to residential areas and services
4. Encourage high quality design, building, development and landscaping standards that improve energy efficiency and maintain and enhance rural character

Relevant General Residential Policies

3. Will assess and evaluate proposed residential development based on the following criteria, in addition to the criteria found in the corresponding Residential policies where appropriate:
 - a. capability of accommodating on-site domestic water and sewage disposal; or community water and sewer
 - b. capability of the natural environment to support the proposed development, and its impact on important habitat and riparian areas
 - c. susceptibility to natural hazards including but not limited to flooding, slope instability or wildfire risk
 - d. compatibility with adjacent land uses and designations, and how its form and character enhances the character of the rural area
 - e. proximity and access to existing road network, and other community and essential services

Relevant Rural, Country and Suburban Residential Policies

The Regional Board:

1. Considers that new Rural, Country, and Suburban Residential development may be created in the rural area, but that the development must respect the character of the rural area, and therefore, the Regional Board will use the following criteria, in addition to those listed under General Residential policies where appropriate, to assess future development:
 - a. location near parks or community facilities, and connected by pedestrian circulation to these amenities;
 - b. exhibits an attractive and safe streetscape by providing for adequate off-street parking requirements, on-site landscaping and screening, and appropriate signage;
 - c. respects lake and mountain views, and access to sunlight of adjacent properties; and,
 - d. provides access without constructing new roads or utility corridors through Environmental Reserves, hazard areas, and without creating permanent scarring on slopes visible from major roads or residential areas.

Relevant Growth Management Objectives

1. Manage and direct development to where it will have the most positive and least negative impacts on community networks, agricultural lands and the natural environment.
2. Ensure development is located in accordance with the long-term planning vision in areas suitable for new residential development and infrastructure in advance of individual or site-specific bylaw amendments and subdivision applications.
3. Encourage development in areas where infrastructure, amenities and services are already established, or could be established where appropriate and supported by the local community.
4. Utilize existing developed land with greater efficiency and to its full potential.

Relevant Growth Management Policies

That the Regional Board:

1. Encourages development to be contiguous to or within existing developed areas, taking into account topography, natural features, and natural hazards of the area, to capitalizing on existing infrastructure and community services while developing with the capacity of existing areas and minimize the length of infrastructure extensions
2. Encourages directing higher density development to municipalities or existing or proposed residential nodes where infrastructure, services and employment opportunities sustain higher densities.

Zoning Bylaw

The subject property is zoned Country Residential (R2) in RDCK Zoning Bylaw No. 1675, 2004. The current and proposed zoning are shown in the table below. The only proposed change to the current zone is to reduce the minimum lot size. As noted earlier in this report, the property owner already has permission to build an accessory dwelling unit (ADU) for the aging parent on the subject property.

Existing Zoning: Country Residential (R2)	Proposed Zoning: Country Residential (R2) Site-Specific
<i>Permitted Uses</i> Principal Uses: Single Detached Housing Duplex Housing Accessory Uses: Accessory Buildings and Structures Accessory Dwelling Unit Accessory Tourist Accommodation Home Based Business Horticulture Keeping of Farm Animals Sale of Site Grown Farm Products Portable Sawmills for processing of material harvested on site only	<i>Permitted Uses</i> Principal Uses: Single Detached Housing Duplex Housing Accessory Uses: Accessory Buildings and Structures Accessory Dwelling Unit Accessory Tourist Accommodation Home Based Business Horticulture Keeping of Farm Animals Sale of Site Grown Farm Products Portable Sawmills for processing of material harvested on site only
<i>Relevant Development Regulations</i> 1 The minimum lot size is 1.0 hectare	<i>Relevant Development Regulations</i> 1 The minimum lot size is 0.8 hectare

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No
 Financial Plan Amendment: Yes No
Debt Bylaw Required: Yes No
 Public/Gov't Approvals Required: Yes No

Pursuant to Planning Fees and Procedures Bylaw No. 2457, 2015 the applicant has paid the Land Use Bylaw amendment fee of \$1600.

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

Not applicable.

3.3 Environmental Considerations

The proposed subdivision cannot be completed without rezoning approval. If the rezoning/subdivision is approved, this will result in a higher development potential than was originally permitted. The resulting lots if approved would each be undersized and allow the construction of two residences each (4 total) as well as the other permitted accessory uses as outlined in the zoning regulations.

The Sewerage/Subdivision Best Practice Guideline published in 2017 by the Ministry of Municipal Affairs and Housing notes the following regarding subdivision, minimum lot sizes and servicing:

“Onsite systems are the appropriate sewage treatment infrastructure only where soil and groundwater conditions are suitable. Policies across jurisdictions such as Alberta and Ontario are

similar to B.C. in accepting a minimum parcel size of one hectare (2.5 acres) where a hydrogeological impact assessment is not completed prior to subdivision application.

One hectare is a widely accepted minimum parcel size that is considered to result in minimal risk to public and environmental health provided that it has been demonstrated via the initial site assessment that the site is not hydrogeologically sensitive. It has been accepted by approving authorities that attenuation processes within a one hectare lot will be sufficient to reduce nitrate-nitrogen to acceptable concentration in groundwater below adjacent parcels.

Sufficient attenuation processes may not be present in hydrogeologically sensitive environments. Minimum parcel sizes and discharge area sizes can vary based on soil type, depth and topography. Parcels which are serviced by individual onsite wells must be large enough to provide adequate distance between the onsite sewage system and the water supply so that the risk of contamination of the drinking water supply is limited. Adjacent land uses should also be considered to avoid potential negative cumulative impacts.”

The Interior Health Authority (IHA) cautions that the development of lots less than one hectare in size with independent on-site water systems and on-site sewage disposal systems is not a best practice for sustainable development. Specific comments regarding these impacts are outlined by Interior Health in the communication considerations section below. Specifically, IHA recommend that this proposed amendment not be approved.

The graphic in Figure 6 below shows lots near to the subject property. There are several lots which are larger than 1.0 ha and there are several lots which are under 1.0 ha already. This information is provided to illustrate how the pattern of previous development could increase the vulnerability of the aquifer in this area. The dates of the creation of these lots vary from as far back as the early 1900's to as recently as the late 1990s. There are no RDCK sewer systems or water systems in this area. There are also no improvement districts. There are two Water Users Communities (WUC) near the property. The nearest, Crystal Springs WUC is currently on a Boil Water Notice due to a positive total coliform and E. coli lab result. There is also the Shannon Creek WUC which is a little further away and has no such boil water notice. Historical development allowed smaller subdivisions before the risks and cumulative impacts were well understood and/or acted upon. The historical pattern of development makes it even more important to ensure that current development reflects best practices due to the cumulative impacts of that past development.

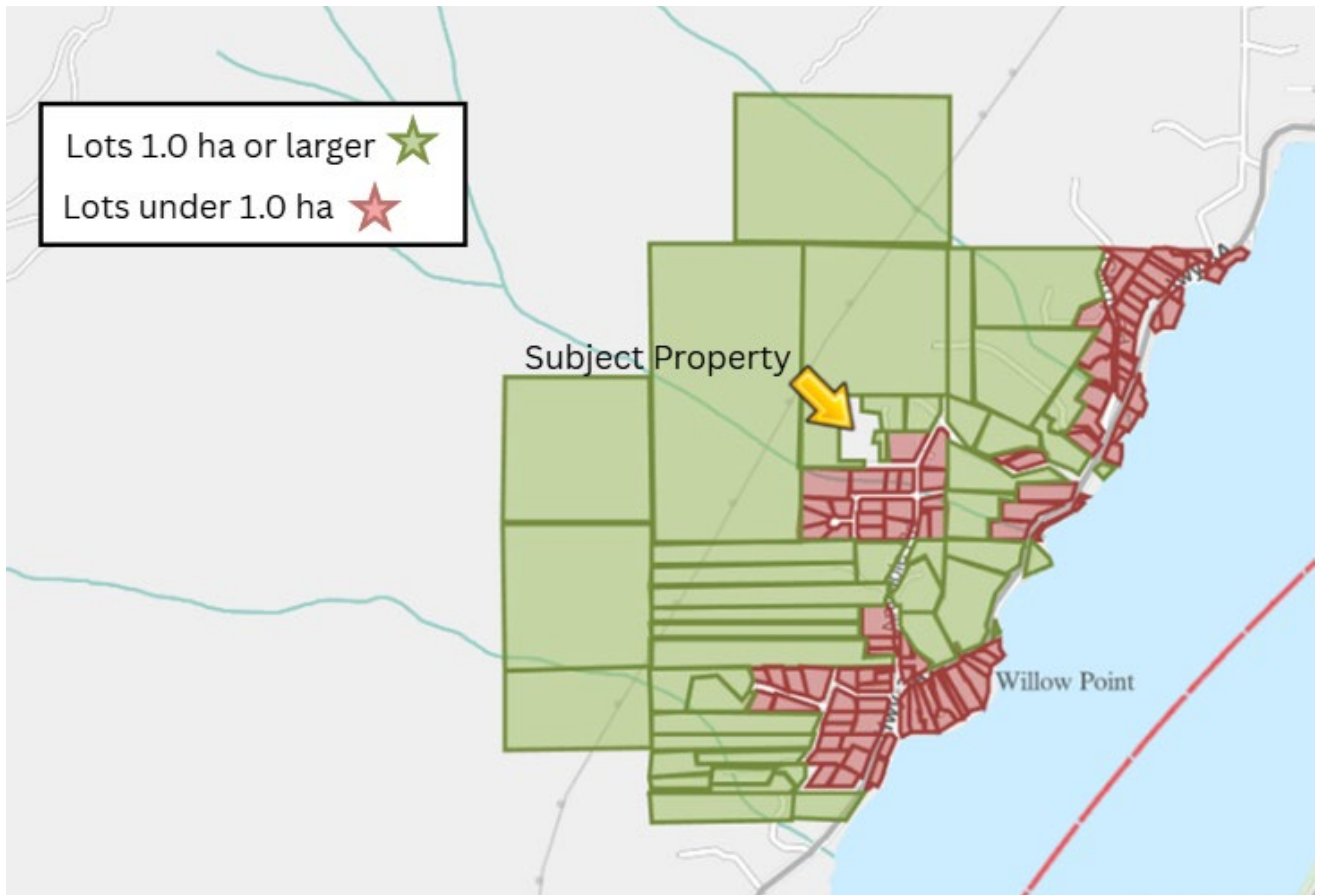


Figure 6: Existing Lot Sizes

3.4 Social Considerations:

None anticipated.

3.5 Economic Considerations:

The applicant is proposing to subdivide the lot partially for financial reasons.

3.6 Communication Considerations:

In accordance with Schedule 'C' of the Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015, a 'Notice of Proposal' sign was placed in a visible location on the subject property and adjacent property owner notification was mailed to properties within 100 metres of the subject property. No responses were received from surrounding property owners. The following responses were received from external agencies, internal departments. Responses from First Nations are included in Attachment 'A'.

Archaeology Branch

Thank you for your referral regarding 2315 West Road, PID 025541463, LOT 2 DISTRICT LOT 7063 KOOTENAY DISTRICT PLAN NEP72348. Please review the screenshot of the property below (outlined in yellow) and notify me immediately if it does not represent the property listed in your referral.

Results of Provincial Archaeological Inventory Search

According to Provincial records, there are no known archaeological sites recorded on the subject property.

However, archaeological potential modelling for the area (shown as the purple areas in the screenshot below) indicates there is high potential for previously unidentified archaeological sites to exist on the property.

Archaeological potential modelling is compiled using existing knowledge about archaeological sites, past indigenous land use, and environmental variables. Models are a tool to help predict the presence of archaeological sites and their results may be refined through further assessment.

Archaeology Branch Advice

If land-altering activities (e.g., home renovations, property redevelopment, landscaping, service installation) are planned on the subject property, a Provincial heritage permit is not required prior to commencement of those activities.

However, a Provincial heritage permit will be required if archaeological materials are exposed and/or impacted during land-altering activities. Unpermitted damage or alteration of a protected archaeological site is a contravention of the Heritage Conservation Act and requires that land-altering activities be halted until the contravention has been investigated and permit requirements have been established. This can result in significant project delays.

Therefore, the Archaeology Branch strongly recommends engaging an eligible consulting archaeologist prior to any land-altering activities. The archaeologist will review the proposed activities, verify archaeological records, and possibly conduct a walk-over and/or an archaeological impact assessment (AIA) of the project area to determine whether the proposed activities are likely to damage or alter any previously unidentified archaeological sites.

Please notify all individuals involved in land-altering activities (e.g., owners, developers, equipment operators) that if archaeological material is encountered during development, they must stop all activities immediately and contact the Archaeology Branch for direction at 250-953-3334.

If there are no plans for land-altering activities on the property, no action needs to be taken at this time.

Rationale and Supplemental Information

- *There is high potential for previously unidentified archaeological deposits to exist on the property.*
- *Archaeological sites are protected under the Heritage Conservation Act and must not be damaged or altered without a Provincial heritage permit issued by the Archaeology Branch. This protection applies even when archaeological sites are previously unidentified or disturbed.*
- *If a permit is required, be advised that the permit application and issuance process takes approximately 20 to 40 weeks; the permit application process includes referral to First Nations and subsequent engagement.*
- *The Archaeology Branch must consider numerous factors (e.g., proposed activities and potential impacts to the archaeological site[s]) when determining whether to issue a permit and under what terms and conditions.*
- *The Archaeology Branch has the authority to require a person to obtain an archaeological impact assessment, at the person's expense, in certain circumstances, as set out in the Heritage Conservation Act.*
- *Occupying an existing dwelling or building without any land alteration does not require a Provincial heritage permit.*

How to Find an Eligible Consulting Archaeologist

An eligible consulting archaeologist is one who can hold a Provincial heritage permit to conduct archaeological studies. To verify an archaeologist's eligibility, ask an archaeologist if he or she can hold a permit in your area, or

contact the Archaeology Branch (250-953-3334) to verify an archaeologist's eligibility. Consulting archaeologists are listed on the BC Association of Professional Archaeologists website (www.bcapa.ca) and in local directories. Please note, the Archaeology Branch cannot provide specific recommendations for consultants or cost estimates for archaeological assessments. Please contact an eligible consulting archaeologist to obtain a quote.

Questions?

For questions about the archaeological permitting and assessment process, please contact the Archaeology Branch at 250-953-3334 or archaeology@gov.bc.ca.

For more general information, visit the Archaeology Branch website at www.gov.bc.ca/archaeology.

Interior Health Authority

Thank you for the opportunity to review and provide comments for this proposed site specific Zoning Bylaw amendment that would allow a minimum parcel size of 0.8 hectares rather than 1 hectare for a R2 zoned parcel serviced by onsite drinking water and sewerage. My understanding is the intention is to subdivide the existing 1.66 hectare subject parcel into two approximately 0.83 hectare parcels in order to build a dwelling unit for an older family member. The permitted uses for the R2 zone are single detached or duplex housing which allows a secondary suite. In addition, there are eight accessory uses permitted including accessory dwelling unit and accessory tourist accommodation, which if developed would add to the amount of sewage being produced and needing to be managed on the parcel. The maximum number of dwelling units on R2 zoned parcels is two. The proposed subdivision would more than double the allowable density on the same amount of land from a principal dwelling unit plus duplex/accessory unit, which are smaller than principal, to a second principal unit plus duplex/accessory unit. The water service for the proposed parcels are a water license to a creek source and a proposed new drilled well. An Authorized Person under the Sewerage Systems Regulation has confirmed each proposed parcel has suitable land for primary and back-up sewerage dispersal areas for a principal dwelling on each parcel. I also noted there are two creeks, one along the north portion and the other to the southwest of property. Lastly, the rural residential neighbourhood of smaller parcels to the south of the property are serviced by onsite sewerage systems and a community water system; that is, the source water for these parcels is not from each individual parcel rather from farther away thereby maintaining distance between sewage and drinking water to minimize waterborne health hazards.

I recommend that this proposed site specific Zoning Bylaw amendment to reduce the minimum parcel size to 0.8 hectares not be approved. I recognize the importance of housing and for people to age close to family support. I also recognize the importance of protecting against environmental hazards produced by sewage. Both are important; as is finding the right balance between the two at the neighbourhood scale. The current zone already allows for a second dwelling, which accounts for the identified housing need and maintains the lower density that is more appropriate for managing onsite sewerage servicing. Therefore, at the community planning level maintaining the current R2 Zoning requirement best achieves the necessary balance.

The 1-hectare minimum parcel size, which is based on a typical 4-bedroom house, originated as a guideline value for maintaining at a rural neighbourhood scale enough space between each parcel's sewage and drinking water to be reasonably assured to protect against waterborne illness and have back-up land available to replace malfunctioning sewerage fields. Site constraints, such as the creeks and the proposed well, and further development, such as accessory buildings, driveways, pools, parking areas, etc. reduce the land area suitable for onsite sewerage dispersal fields. When more sewage is produced on the land than the soils can treat environmental health impacts result. For example, disease causing microbes and nitrates on the surface of the ground and in ground water, which can result in direct (e.g. waterborne illness) and indirect health hazards (e.g.

overgrowth of aquatic vegetation and algae in streams and lakes). When considering allowing parcel sizes less than 1-hectare it is important to consider future plans and capacity of the RDCK and the rural neighbourhood to have community drinking water and/or sewer systems.

If the proposal to reduce the minimum parcel size to 0.8 hectares is supported then I recommend further amending the site specific R2 zone by removing the permitted uses that produce additional sewage (i.e. accessory dwelling unit and accessory tourist accommodation), changing the maximum density to 1 dwelling unit or adding a restrictive covenant to the land title that restricts these uses. These options would approximately maintain the current allowable density while still allowing two principal dwellings on two separate parcels.

Please note that at the time of subdivision application we review whether each proposed parcel has the capacity to be self-sufficient in terms of onsite sewage and drinking water, and provide our recommendations to the Subdivision Approving Officer. This review is done on a proposed lot by lot basis and does not directly consider the cumulative impact to the neighbourhood/community level. This is the reason we advocate for Zoning to have minimum parcel sizes based on Liquid Waste Management Planning (LWMP) studies or 1-hectare minimums in absence of LWMP studies.

FortisBC

There are no FortisBC Inc (Electric) ("FBC(E)") facilities affected by this application. As such FBC(E) has no concerns with this circulation.

Ministry of Water, Lands and Resource Stewardship (Kootenay-Boundary Ecosystems Section)

The Kootenay-Boundary Ecosystems Section of the Ministry of Water, Land and Resource Stewardship has received your referral request. We are currently unable to provide a detailed review of the referral but provide the following standard requirements, recommendations and/or comments:

1. All activities are to follow and comply with all higher-level plans, planning initiatives, agreements, Memorandums of Understanding, etc. that local governments are parties to.
2. Changes in and about a "stream" [as defined in the [Water Sustainability Act \(WSA\)](#)] must only be done under a license, use approval or change approval; or be in compliance with an order, or in accordance with Part 3 of the [Water Sustainability Regulation](#). Authorized changes must also be compliant with the [Kootenay-Boundary Terms and Conditions and Timing Windows](#) documents. Applications to conduct works in and about streams can be submitted through [FrontCounter BC](#).
3. No "development" should occur within 15 m of the "stream boundary" of any "stream" [all as defined in the [Riparian Areas Protection Regulation \(RAPR\)](#)] in the absence of an acceptable assessment, completed by a Qualified Professional (QP), to determine if a reduced riparian setback would adversely affect the natural features, functions and conditions of the stream. Submit the QP assessment to the appropriate Ministry of Water, Land and Resource Stewardship office for potential review. Local governments listed in Section 2(1) of [RAPR](#) are required to ensure that all development is compliant with RAPR.
4. The federal [Species at Risk Act \(SARA\)](#) protects Endangered, Extirpated or Threatened species listed under Schedule 1 of SARA. Developers are responsible to ensure that no species or ecosystems at risk (SEAR), or Critical Habitat for Federally listed species, are adversely affected by the proposed activities. The BC Species and Ecosystem Explorer website provides information on known SEAR occurrences within BC, although the absence of an observation record does not confirm that a species is not present. Detailed site-specific assessments and field surveys should be conducted by a QP according to [Resource Inventory Standard Committee \(RISC\)](#) standards to ensure all SEAR have been identified and that developments are consistent with any species or ecosystem specific

Recovery Strategy or Management Plan documents, and to ensure proposed activities will not adversely affect SEAR or their Critical Habitat for Federally-listed Species at Risk (Posted).

5. *Development specific Best Management Practices (BMPs) should be applied to help meet necessary legislation, regulations, and policies. Current BC BMPs can be found at: [Natural Resource Best Management Practices - Province of British Columbia \(gov.bc.ca\)](#) and [Develop with Care 2014 - Province of British Columbia](#).*

6. *Vegetation clearing, if required, should adhere to the least risk timing windows for nesting birds (i.e., development activities should only occur during the least risk timing window). Nesting birds and some nests are protected by Section 34 of the provincial [Wildlife Act](#) and the federal [Migratory Birds Convention Act](#). Guidelines to avoid harm to migratory birds can be found at: [Guidelines to avoid harm to migratory birds -Canada.ca](#). If vegetation clearing is required during the bird nesting period (i.e., outside of the least risk timing window) a pre-clearing bird nest survey should be completed by a QP. The following least risk windows for birds are designed to avoid the bird nesting period:*

Bird Species	Least Risk Timing Windows
<i>Raptors (eagles, hawks, falcons, & owls)</i>	<i>Aug 15 – Jan 30</i>
<i>Hérons</i>	<i>Aug 15 – Jan 30</i>
<i>Other Birds</i>	<i>Aug 1 – March 31</i>

7. *The introduction and spread of invasive species is a concern with all developments. The provincial [Weed Control Act](#) requires that an occupier must control noxious weed growing or located on land and premises, and on any other property located on land and premises, occupied by that person. Information on invasive species can be found at: [Invasive species - Province of British Columbia](#). The [Invasive Species Council of BC](#) provides BMPs that should be followed, along with factsheets, reports, field guides, and other useful references. For example, all equipment, including personal equipment such as footwear, should be inspected prior to arrival at the site and prior to each daily use and any vegetative materials removed and disposed of accordingly. If noxious weeds are established as a result of this project or approval, it is the tenure holder’s responsibility to manage the site to the extent that the invasive, or noxious plants are contained or removed.*

8. *Section 33.1 of the provincial [Wildlife Act](#) prohibits feeding or attracting dangerous wildlife. Measures should be employed to reduce dangerous human-wildlife conflicts. Any food, garbage or organic waste that could attract bears or other dangerous wildlife should be removed from the work area. If this is not feasible and waste is not removed, it should be stored in a bear-proof container to avoid drawing wildlife into the area and increasing the threat of human/wildlife conflict.*

9. *If this referral is in relation to a potential environmental violation it should be reported online at [Report All Poachers & Polluters](#) (RAPP) or by phone at 1-877-952-RAPP (7277).*

10. *Developments must be compliant with all other applicable statutes, bylaws, and regulations.*

If the references above do not address your concerns, please do not hesitate to reach out to me for further investigation into your concerns.

Ministry of Transportation and Transit

Thank you for the opportunity to comment on the proposed Bylaw Amendment.

The Ministry has no concerns with the proposed amendment, and it’s potential impact on our infrastructure.

3.7 Staffing/Departmental Workplace Considerations:

The application falls under the operational role of Planning Services.

3.8 Board Strategic Plan/Priorities Considerations:

One of the RDCK Board’s Strategic Priorities is “Energy Efficiency and Environmental Responsibility.” It states that the Board’s objective is to diligently respond to the expectations of our residents by actively incorporating their perspectives and prioritizing environmental stewardship in all our actions. It states that the Board has the following areas of focus:

- Ensuring our watersheds are protected and well governed and;
- Proactively prepare for and mitigate the impacts of natural risks, (fire, floods, and slides) including preparedness at the community level

SECTION 4: SUMMARY

Planning Discussion

At the August Board Meeting the Board of Directors passed the following resolution:

447/25 That staff be directed to complete the required “Notice of Zoning Bylaw Amendment” prior to the September Rural Affairs Committee meeting and further, explore the legal possibility of the applicant placing restrictive covenants on both of the potential proposed new .83 hectare lots limiting future development to 1 residence with no accessory accommodation and to bring the application back to Rural Affairs Committee.

Staff explored the possibility of registering restrictive covenants to limit future residential development on the proposed lots in accordance with Board direction but did not find that this would be an advisable approach based on concerns around the covenant’s legality and enforceability.

Maintaining a minimum lot size of 1.0 hectare is a best practice for protecting public health, water quality, and the long-term sustainability of rural and semi-rural development. An important function of public health protection is developing policy in waste management and other land-use planning initiatives to minimize, mitigate and/or prevent environmental threats to human health.

From a land use planning perspective, there is nothing unique about this proposal that would justify the reduction of the minimum lot size. In contrast, there are aspects of the property, area and existing development pattern which contribute to concerns about this proposal.

Ultimately, staff do not support this bylaw amendment for the following reasons:

- The proposed lots would be smaller than the 1.0 ha minimum, which is important for protecting public health, water quality, and sustainable rural development.
- The property is bordered by watercourses, which limit safe locations for buildings and septic systems and may shift over time, increasing long-term risk on smaller lots.
- Riparian areas around the creeks are ecologically sensitive and could be negatively impacted by increased residential development, soil disturbance, and vegetation removal.
- Subdivision would double the development potential, increasing risks of groundwater contamination, sewerage issues, and ecological harm.
- One lot would rely on easement access, which can lead to neighbor disputes and is not preferred for long-term planning.
- The area already has many undersized lots; approving another undersized lot through this application could encourage future similar applications, compounding environmental and servicing issues.
- Interior Health Authority does not support the application due to property-level and cumulative public health concerns.

- Existing zoning already allows a second dwelling (ADU, suite, or duplex), meaning subdivision is not necessary to allow the applicants father to age nearby.
- The proposal is not in alignment with the Boards strategic plan, specifically with respect to prioritizing environmental stewardship.
- Approving this amendment would signal that the Board is prioritizing one property owner’s personal and financial interests over sustainable land-use practices that protect the broader community.

Options

Option 1

That the Board take no further action in regard to Regional District of Central Kootenay Zoning Amendment Bylaw No. 3040, 2025.

Option 2

That Regional District of Central Kootenay Zoning Amendment Bylaw No. 3040, 2025 being a bylaw to amend the Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004 is hereby given FIRST, SECOND and THIRD reading by content.

And that the consideration of adoption BE WITHHELD for Regional District of Central Kootenay Zoning Amendment Bylaw No. 3040, 2025 until the following item has been obtained:

- Approval from the Ministry of Transportation and Infrastructure pursuant to Section 52(3)(a) of the Transportation Act (Controlled Access).

SECTION 5: RECOMMENDATIONS

That the Board take no further action in regard to Regional District of Central Kootenay Zoning Amendment Bylaw No. 3040, 2025.

Respectfully submitted,

Sadie Chezenko, Planner 1

CONCURRENCE

Nelson Wight – Planning Manager **Approved**

Sangita Sudan – General Manager of Development and Community Sustainability **Approved**

Joe Chirico – Acting Chief Administrative Officer **Approved**

ATTACHMENTS:

Attachment A – Referral Responses

Attachment B – Draft Zoning Amendment Bylaw No. 3040, 2025



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

FN ID:

L-250506-Mace -

Consulting ID:

L-250506-Mace

Project Name

L-250506-Zoning Bylaw Amendment Application - Mace.

Consulting Organization:

Regional District of Central Kootenay

Proponent Organization:

Attention: Laura Christie

We are in receipt of the above referral. The proposed activity is located within syilx (Okanagan Nation) Territory and the snpink'tn (Penticton Indian Band) Area of Interest. All lands and resources within the vicinity of the proposed development are subject to our unextinguished Aboriginal Title and Rights.

snpink'tn has now had the opportunity to review the proposed activity. Our preliminary office review has indicated that the proposed activity is located within an area of cultural significance and, as such, has the potential to impact snpink'tn cultural heritage, rights and interests. When potential impacts to snpink'tn interests have been identified, snpink'tn requires that a Cultural Heritage Resource Assessment (CHRA) be undertaken by qualified snpink'tn Cultural Heritage Technicians in an effort to determine the nature and extent of any potential impacts.

Please contact Maryssa Bonneau, Natural Resources Referrals Coordinator at mbonneau@pib.ca to arrange within 30 days.

Please note that our participation in the referral and consultation process does not define or amend snpink'tn Aboriginal Rights and Title or does it limit the positions that we may take in future negotiations or court actions.



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

If you require further information or clarification, please do not hesitate to contact me.

limləmt,

Maryssa Bonneau
Referrals Coordinator
snpink'tn (Penticton Indian Band)
Natural Resources
email: mbonneau@pib.ca
office: 250-492-0411
cell: 250-486-3241
address: 841 Westhills Drive
Penticton, British Columbia
Canada V2A 0E8

9-May-2025 11:07 MDT

Weyt-k (Hello),

Shuswap Band is in receipt of the project information for: -Zoning Bylaw Amendment Application - Mace.

Thank you for providing the Shuswap Band with the opportunity to review and comment on the proposed Zoning Amendment Application Z2505F, submitted in relation to the subdivision of the property located at 2315 West Road in Electoral Area 'F'.

The proposed project area lies within the Shuswap Band's unceded Traditional Territory and our recognized Caretaker Area, which holds deep cultural, historical, and spiritual importance to our Nation. We appreciate being included in the review process and remain committed to supporting thoughtful and respectful land-use planning within these lands.

At the time of review, the Shuswap Band has not identified any direct impacts to rights and title associated with the proposed bylaw amendment. However, we wish to take this opportunity to highlight that the referral area exists within a region of high archaeological potential. This signals the possibility that undocumented cultural heritage values may be present within the landscape.

As such, we advise that for any future ground disturbance activities, full adherence to the Heritage Conservation Act (HCA) is required. Specifically, an Archaeological Overview Assessment (AOA) should be completed in advance, followed by a Preliminary Field Reconnaissance (PFR) and, if warranted, an Archaeological Impact Assessment (AIA) to identify, manage, and mitigate any potential impacts to cultural heritage resources.

Thank you once again for the opportunity to review this referral. The Shuswap Band looks forward to continued dialogue as part of ongoing efforts to ensure responsible development that respects Indigenous rights and values.

Kukwstsétsemc (Thank you).

Referrals Coordinator

"Our people are our strength. Our children are our future."

cc: Barb Cote - Chief, Shuswap Band
Mark Thomas - Councilor, Shuswap Band
Richard Martin - Councilor, Shuswap Band
Braydi Rice - Director, Territorial Stewardship, Shuswap Band
Travis Yeats - Referrals Coordinator, Shuswap Band
Joshua Martin - Guardian Manager, Shuswap Band
Enola Eugene - Culture, Shuswap Band



Remembering where we came from...

Lower Similkameen Indian Band

Mailing Address: PO Box 100 Keremeos, BC V0X 1N0

Physical Address: 1420 Hwy 3, Camston BC

Phone: 250-499-5528 Fax: (250) 499-5538

Project Name: Zoning Bylaw Amendment Application - Mace
Consulting Org Contact: Laura Christie
Consulting Organization: Regional District of Central Kootenay
Date Received: 5-May-25
Project Type: Regional Districts/Municipalities
ATTENTION: Laura Christie

Re: Laura Christie, Referral #2037

12 May 2025

The Lower Similkameen Indian Band (LSIB) would like to acknowledge receipt of the above referral. We have conducted a desktop review of it.

The location of the project/activity to which the referral relates is within syilx Territory and may have impacts on inherent and constitutionally protected syilx Title and Rights, which LSIB holds as part of the syilx Nation. However, given the location of the project, we would support Osoyoos Indian Band (OIB) and Penticton Indian Band (PIB) in taking lead in further consultation and engagement on this project. Please keep us informed of any updates or changes to the project as this may change our assessment and our view on the need for further consultation with LSIB.

If you require further information or clarification, please do not hesitate to contact me at the address below.

limlɔmpt | Thank you.

Kathleen Louie
 Title and Rights Natural Resources Manager
 Lower Similkameen Indian Band
 kathleen.louie@lsib.net
 250-499-5528 ext.135

Enclosure: Invoice to follow
 CC: Chief Keith Crow, Lower Similkameen Indian Band



WESTBANK
FIRST NATION

Community. Leadership. Pride.

Referral Letter

WFN ID#: 611

WFN Lead-Officer: Teighan Keller

June 10, 2025

Your File: Z2505F

Laura Christie - Regional District of Central Kootenay

202 Lakeside Drive
Nelson BC V1L 5R4
Canada

SENT VIA EMAIL: planning@rdck.bc.ca, zgiacomazzo@rdck.bc.ca

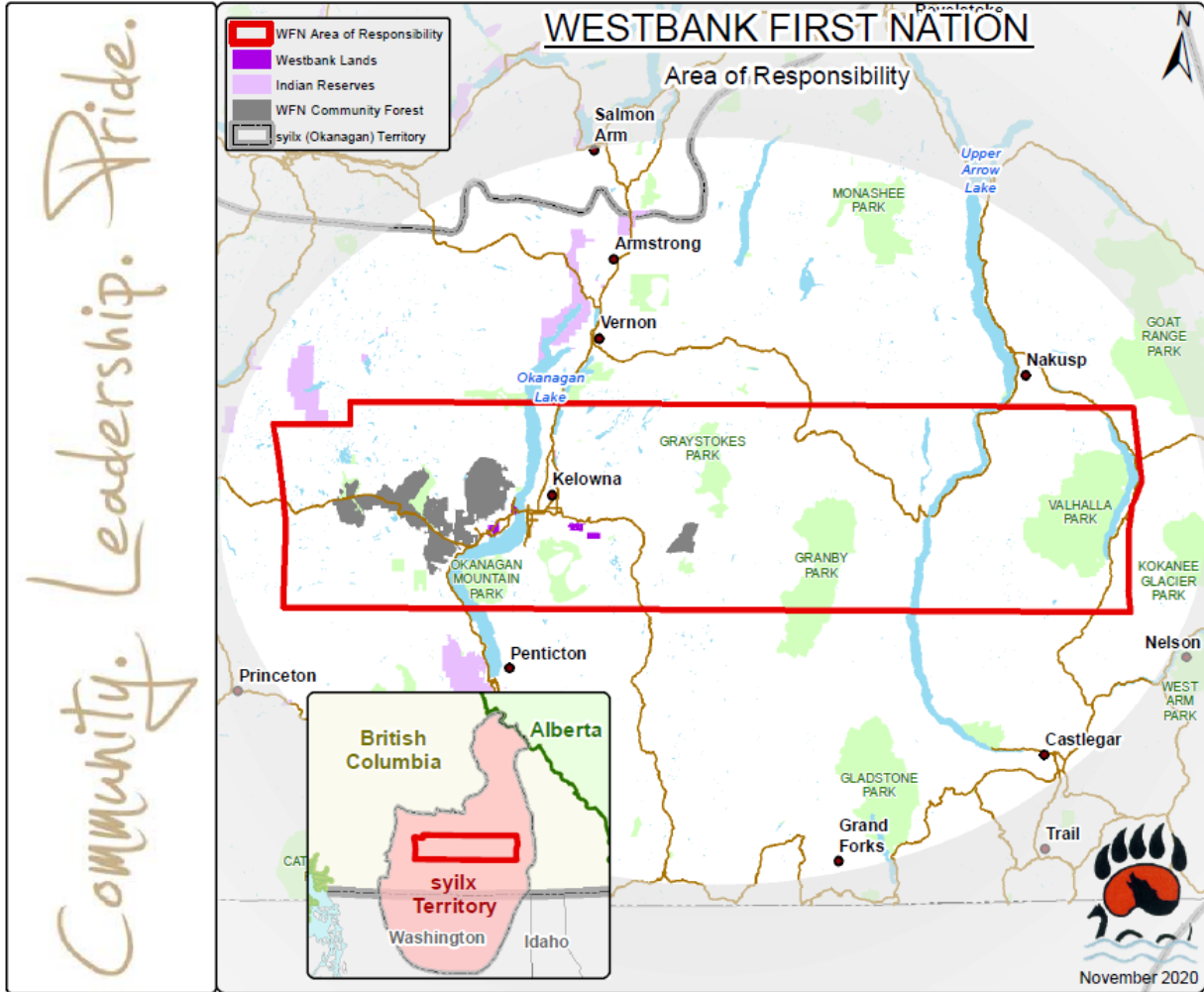
Dear Laura Christie - Regional District of Central Kootenay,

Re: Amendment to Zoning Bylaw No. 1675 – **Outside Westbank's Area of Responsibility**

We write further to your referral submission dated 2025-05-21 concerning the above-noted application.

Your letter represents an opportunity for Westbank First Nation (“Westbank”) to share important information about the syilx Okanagan Peoples. Westbank is one of the seven communities of the syilx Okanagan Peoples (also known as the Okanagan Nation) in Canada. The syilx Okanagan Peoples have established protocols and arrangements respecting the advancement and implementation of Rights and Title, both as individual communities and collectively. Each community of the syilx Okanagan Peoples has an established caretaker area of responsibility

within the syilx Territory. Westbank is recognized as the caretaker and the proper holder of syilx Rights and Title with respect to the Westbank Area of Responsibility (the “Westbank AOR”), as identified on the enclosed map.



As identified in your referral submission dated 2025-05-21 the Amendment to Zoning Bylaw No. 1675 takes place on lands or involves resources which fall outside of the Westbank AOR. Where proposed activities or decisions involving lands and resources in direct proximity to the Westbank AOR, we fully expect to be notified and provided the opportunity to engage to protect and promote the inherent Aboriginal rights and title of the syilx Okanagan Peoples and of Westbank and its members.

We place a high value on the responsible management and safeguarding of our resources, environment and watersheds as reflected in our captik^{wł} - a collection of teachings about syilx Okanagan laws, customs, values, governance structures and principles that, together, define and inform syilx Okanagan rights and responsibilities to the land and to our culture. captik^{wł} reminds us that everything is interwoven and connected. Similarly, the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”), which has been adopted by both the provincial and federal governments, recognizes “that respect for indigenous knowledge, cultures and traditional practices contributes to sustainable and equitable development and proper management of the environment”. Further, UNDRIP recognizes that each of our

communities has the right to self-determination, including the right to make informed decisions respecting our lands, resources, waters and the environment.

Attachment A

At this time, we encourage you to contact and seek input from one of the other six-member bands who are part of the Okanagan Nation - Lower Similkameen Indian Band, Okanagan Indian Band, Osoyoos Indian Band, Penticton Indian Band, Upper Nicola Indian Band and Upper Similkameen Indian Band.

If you have any questions about the content of this letter or wish to discuss it further, please have your officials contact Referrals Officer Teighan Keller at the Westbank First Nation Title and Rights office at 250.769.4999 to make the appropriate arrangements.

Respectfully,

WESTBANK FIRST NATION

INTERGOVERNMENTAL AFFAIRS AND TITLE & RIGHTS

201 - 515 HWY 97 S, KELOWNA, BC V1Z 3J2

Telephone: 250-769-4999 Fax: 250-768-0528

Administrative Summary of Application

Attachment A

Project Name	Amendment to Zoning Bylaw No. 1675
WFN ID	611
Issuing Agency file number(s)	Z2505F
Government statutes	Local Government Act
Project Type(s)	Land Use
Project Description	The purpose of this proposed zoning bylaw amendment is to facilitate a proposed subdivision that would result in two lots that would both be smaller than the 1 hectare minimum lot size requirement in the R2 zone. The applicant is therefore required to rezone the subject property to a “Site Specific R2” zone in order to allow the lots proposed through a subdivision application to be a minimum of 0.8 hectares.
Project Location	2315 West Road, 5 Mile, Electoral Area ‘F’
Area (ha)	1.65
Lead officer	Teighan Keller (WFN Referral Committee) (WFN - Title & Rights)
Applicant	Laura Christie - Regional District of Central Kootenay
Proponent	ZACHARI GIACOMAZZO
Publication due date	June 4, 2025
Publication complete date	May 21, 2025
Committee Review due date	June 4, 2025
Committee Review complete date	May 26, 2025
WFN Council Authorization due date	June 20, 2025
WFN Council Authorization complete date	June 10, 2025

Decision Letter due date June 25, 2025

Attachment A

Decision Letter complete date June 10, 2025

Monitoring and Negotiation complete date June 10, 2025

Final Decision Letter (optional) complete date June 10, 2025

Awaiting Response complete date June 10, 2025

Referral Impact Summary

This section summarizes topics identified through Westbank First Nation’s review that are to be addressed by the Referral Issuant and Proponent. Upon receiving this report, please contact the Lead Referral Officer at Westbank First Nation in charge of this file to initiate engagement regarding these topics. Please be aware that any delays in a response from the Referral Issuant can result in delays to the overall referral process. For more information please see the [Westbank First Nation Crown Lands Referral Directive](#), available on the [WFNConnect Knowledge Base](#).

Potential Impacts on Title & Rights

Please Note: As outlined in the Westbank First Nation Referral Directive:

The purpose of this Directive is to establish procedures for assessing Applications that may have an impact on the *syilx* Title and Rights of Westbank or the *syilx* Peoples.

The *syilx* Peoples hold *syilx* Title and Rights throughout *syilx* Territory, which are recognized and affirmed by section 35 of the Constitution Act, 1982, and which have never been ceded, surrendered or relinquished by the *syilx* Peoples. Within *syilx* Territory, Westbank shares in the responsibility to take care of *syilx* Territory and, in accordance with the *syilx* Decision-Making Protocol, Westbank is the caretaker of the lands in and about the area depicted as the Westbank Area of Responsibility.

POTENTIAL IMPACT

Referral Impact Response

This section summarizes the engagement processes undertaken to address topics, if any, raised by Westbank First Nation in the Preliminary Response. It highlights any Outstanding Issues that still need to be addressed and provides the Westbank First Nation Council decision regarding the proposed works, along with any mitigation measures, conditions, and relevant rationale, if applicable.

WFN Review Status

Review Completed, WFN Decision Made

WFN Decision

Approve Application with Condition(s)

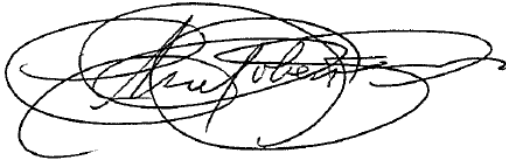
Rationale/Condition

(1) The proposed activity is located within the syilx (Okanagan) Territory. All lands and resources within the vicinity of this referral are subject to unextinguished syilx Title and Rights. At this time, Westbank First Nation is deferring the project to the Penticton Indian Band for their review as the project falls outside of the Westbank First Nation Area of Responsibility.

Please Note: Where applicable, Westbank First Nation expects to be continuously updated on any status and scope change of this application, as well as on any direct consultation with the engagement entities or info-sharing with the proponent.

WFN AUTHORIZED SIGNATORIES

Approved By



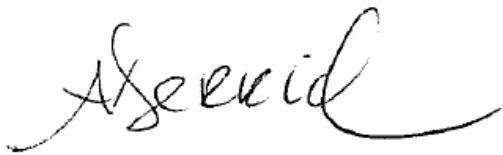
ȳilmix^{wm} (Chief) Robert Louie



səx^{wk}wínmaʔm (Councillor) Jordan Coble



səx^{wk}wínmaʔm (Councillor) Sara Tronson



səx^{wk}wínmaʔm (Councillor) Angie Derrickson



səx^wk^wínmaʔm (Councillor) Andrea Alexander

Please Note: Westbank First Nation receives and responds to referrals in accordance with the Westbank First Nation Crown Land Referral Directive, Westbank First Nation Archaeology Directive, Westbank First Nation Constitution and the Westbank First Nation Self-Government Agreement. This report intends to capture information sharing and communication between the Federal, Provincial, Regional and Municipal Governments as well as the proponents, and communities involved. This report may contain sensitive and confidential information, and thus may not be duplicated, distributed or shared without prior consent of the Westbank First Nation.

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 3040, 2025

A Bylaw to amend Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004

WHEREAS it is deemed expedient to amend the Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004, and amendments thereto.

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

APPLICATION

- 1 That Schedule 'E' of Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004, be amended by changing the Zoning Designation of LOT 2 DISTRICT LOT 7063 KOOTENAY DISTRICT PLAN NEP72348 (PID: 025-541-463) from Country Residential (R2) to Country Residential (R2) 'Site-Specific', as shown in the attached Map (Schedule 'A') to authorize a reduction of the minimum lot size from 1 hectare to 0.8 hectares for this lot only to facilitate a two lot subdivision.
- 2 This Bylaw shall come into force and effect upon its adoption.

CITATION

- 1 This Bylaw may be cited as "**Regional District of Central Kootenay Zoning Amendment Bylaw No. 3040, 2025.**"

READ A FIRST TIME this 11 day of December, 2025.

READ A SECOND TIME this 11 day of December, 2025.

READ A THIRD TIME this 11 day of December, 2025.

[Controlled Highway or Exceeds 4500 sq.m] APPROVED under **Section 52 (3)(a) of the Transportation Act** this [Date] day of [Month], 20XX.

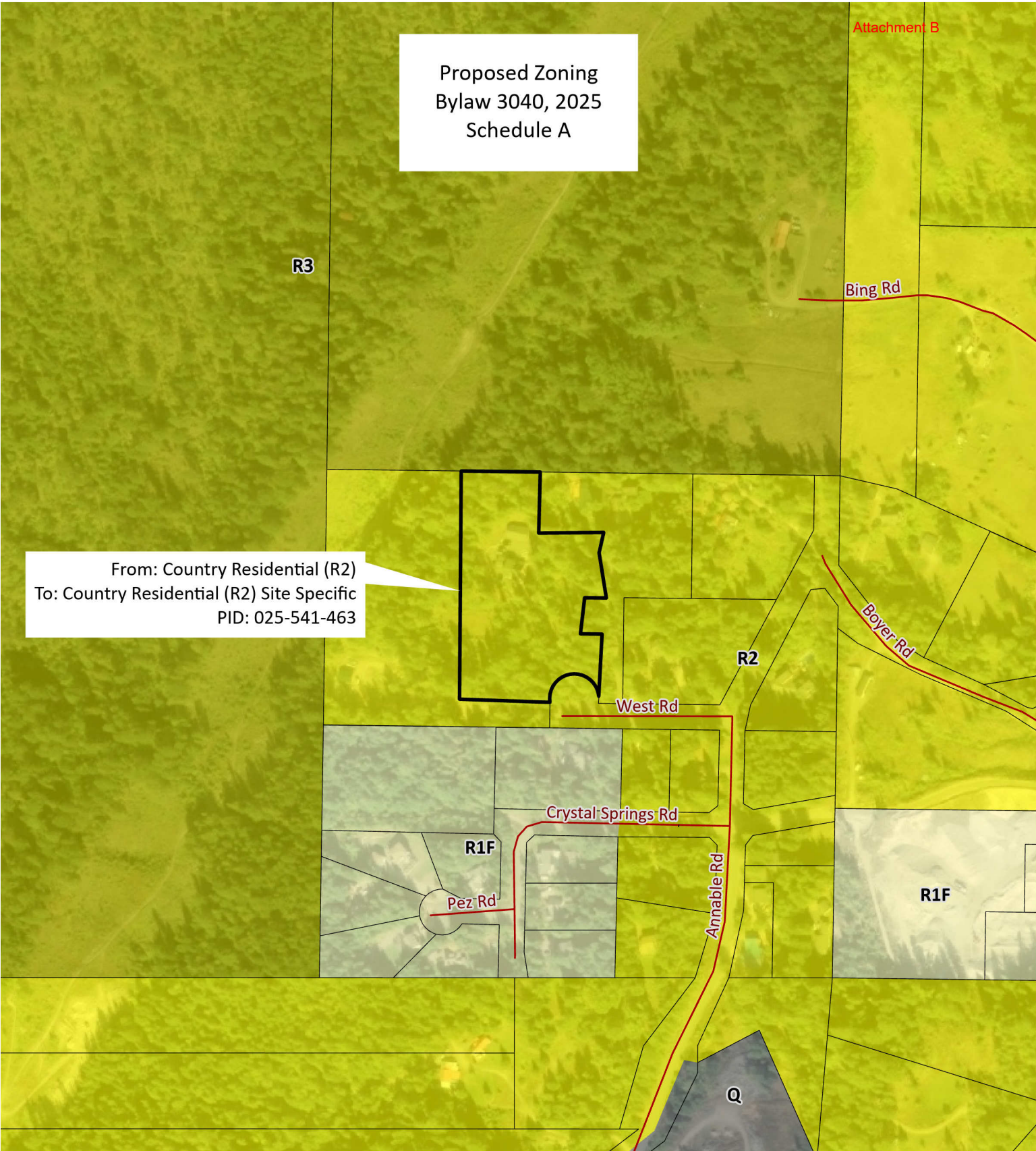
Approval Authority,
Ministry of Transportation and Infrastructure

ADOPTED this [Date] day of [Month], 20XX.

[Name of Board Chair], Board Chair




[Name of CO], Corporate Officer





Proposed Zoning
Bylaw 3040, 2025
Schedule A

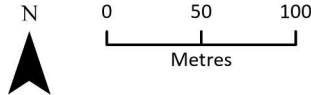


From: Country Residential (R2)
To: Country Residential (R2) Site Specific
PID: 025-541-463



-  Subject Property
-  Property Lines
-  Road

- Zoning Class**
-  Quarry (Q)
 -  Suburban Residential F (R1F)
 -  Country Residential (R2)
 -  Rural Residential (R3)



June 25, 2025
PCS: NAD83 UTM Zone11N

The map data shown are approximate representations for reference only. The Regional District of Central Kootenay is not liable for any errors or omissions on this map nor any loss or damage resulting from the use of this map.



Committee Report

Date of Report: November 26, 2025
Date & Type of Meeting: December 10, 2025 – Rural Affairs Committee
Author: Sadie Chezenko, Planner 1
Subject: LAND USE BYLAW AMENDMENT
File: Z2506G – BOUCHARD
Electoral Area/Municipality G

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is for the Regional Board to consider an application for a land use bylaw amendment in Electoral Area ‘G’ to rezone a property from Country Residential (R2) to Medium Industrial (M2) and to redesignate the property from Country Residential (RC) to Industrial (M).

The owners purchased the subject property in 2024 with the intent of using it in conjunction with their two neighbouring properties in order to expand their business operations as a storage yard for industrial equipment and semi-trailers and for wood products manufacturing. This use has already been established on the site and the applicant is now seeking retroactive approval for the proposal.

Given the site’s suitability, the proposal’s potential economic and community benefits, and its moderate alignment with OCP industrial policies, staff recommend that Amending Bylaw No. 3059, 2025 being a bylaw to amend Electoral Area ‘G’ Land Use Bylaw No. 2452, 2018 be given FIRST and SECOND reading by content and referred to a public hearing.

SECTION 2: BACKGROUND/ANALYSIS

GENERAL INFORMATION
Applicant: Louis Bouchard
Property Owner: 661045 B.C. LTD
Property Location: 8515 Highway 6, Rural Salmo, Electoral Area ‘G’
Legal Description: LOT 2 DISTRICT LOT 1237 KOOTENAY DISTRICT PLAN 4415(PID: 014-675-838)
Property Size: 4.12 ha (10.17 ac)
Current Zoning: Country Residential (R2)
Current Official Community Plan Designation: Country Residential (RC)

Site Context

The subject property is 4.12 ha in size located approximately 5 km north of the Village of Salmo along Highway 6. It is relatively flat and appears to have recently undergone grading and earthworks including the removal of most of the trees on the lot except for some trees left along the lot line fronting Highway 6. 661045 B.C. LTD is the property owner and currently leases the use of the property to Summit Truck and Equipment Repair and Sutco Transportation Specialists.

The property is in a mixed-use area with properties nearby being zoned for the following uses: Quarry, Industrial, Parks, Residential, Environmental Reserve and Resource Area as shown in Figure 2. Highway 6 borders the property to the west and the Salmo River, and the Great Northern Rail Trail border the property to the east.

SURROUNDING LAND USES
North: Medium Industrial (M2), Quarry (Q) – Crown Land ¹
South: Ligh Industrial (M1) – Also owned by 661045 B.C. LTD
East: Parks Reserve (PR), Great Northern Rail Trail and Salmo River – Crown Land
West: Highway 6 and Residential (R2) and Medium Industrial (M2) – Private Lands

The property is currently zoned for residential use but is being used for industrial purposes. The current uses include wood products manufacturing, as well as a storage yard for industrial equipment and semi-trailers. The property owners purchased this property to be used in conjunction with the neighbouring two properties to the south which they also own. There is one large metal/fabric structure which the applicant calls a “storage tent” on the property as shown in Figure 3 and Figure 6. Additional photos of the property are shown in Figures 4 and 5.

¹ “Crown Land” is unceded land meaning that Indigenous title has neither been surrendered nor acquired by the Crown. Alternative terms such as “traditional territory” or “unceded territory” are sometimes used when referring to these lands to reflect this.

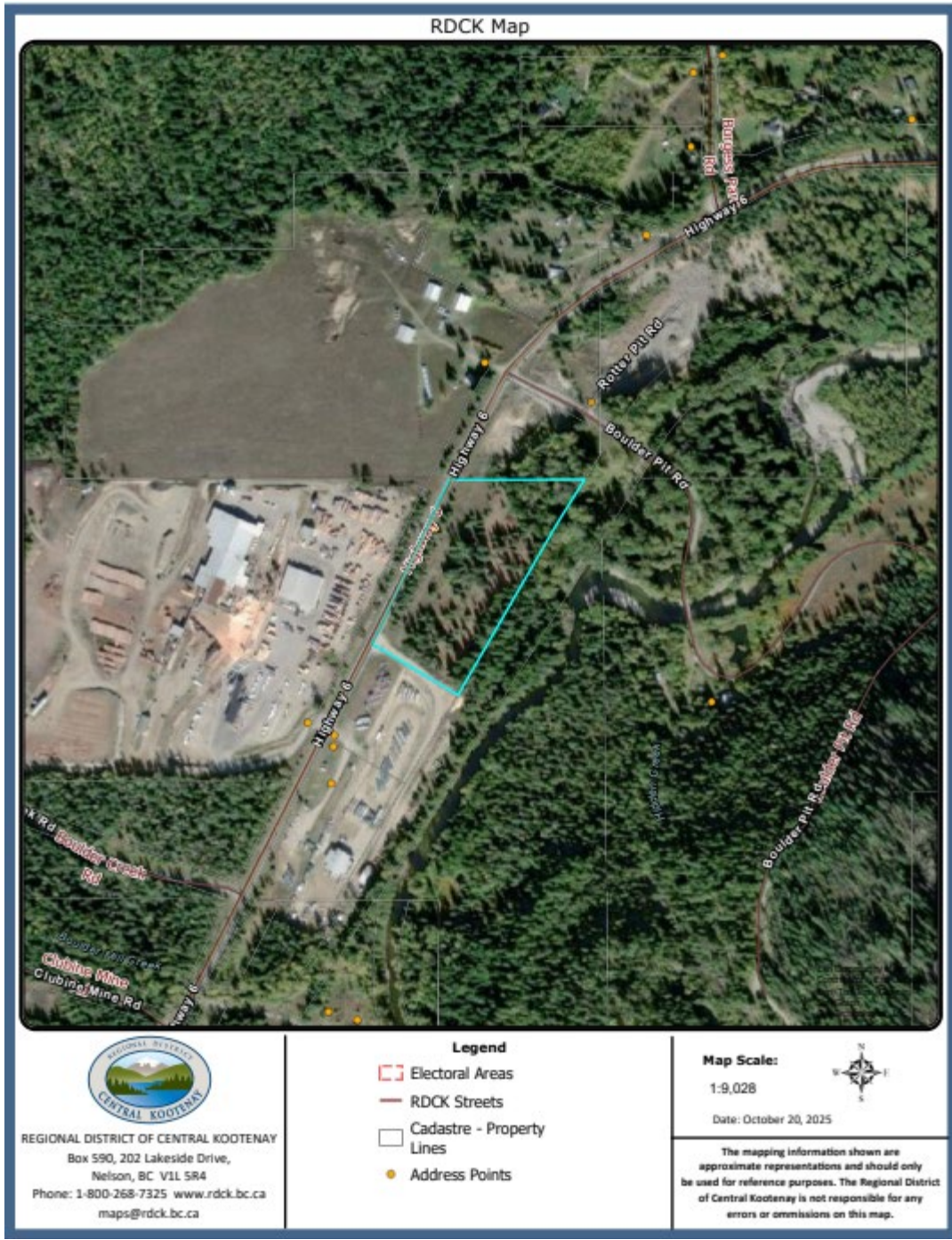


Figure 1: Location Map

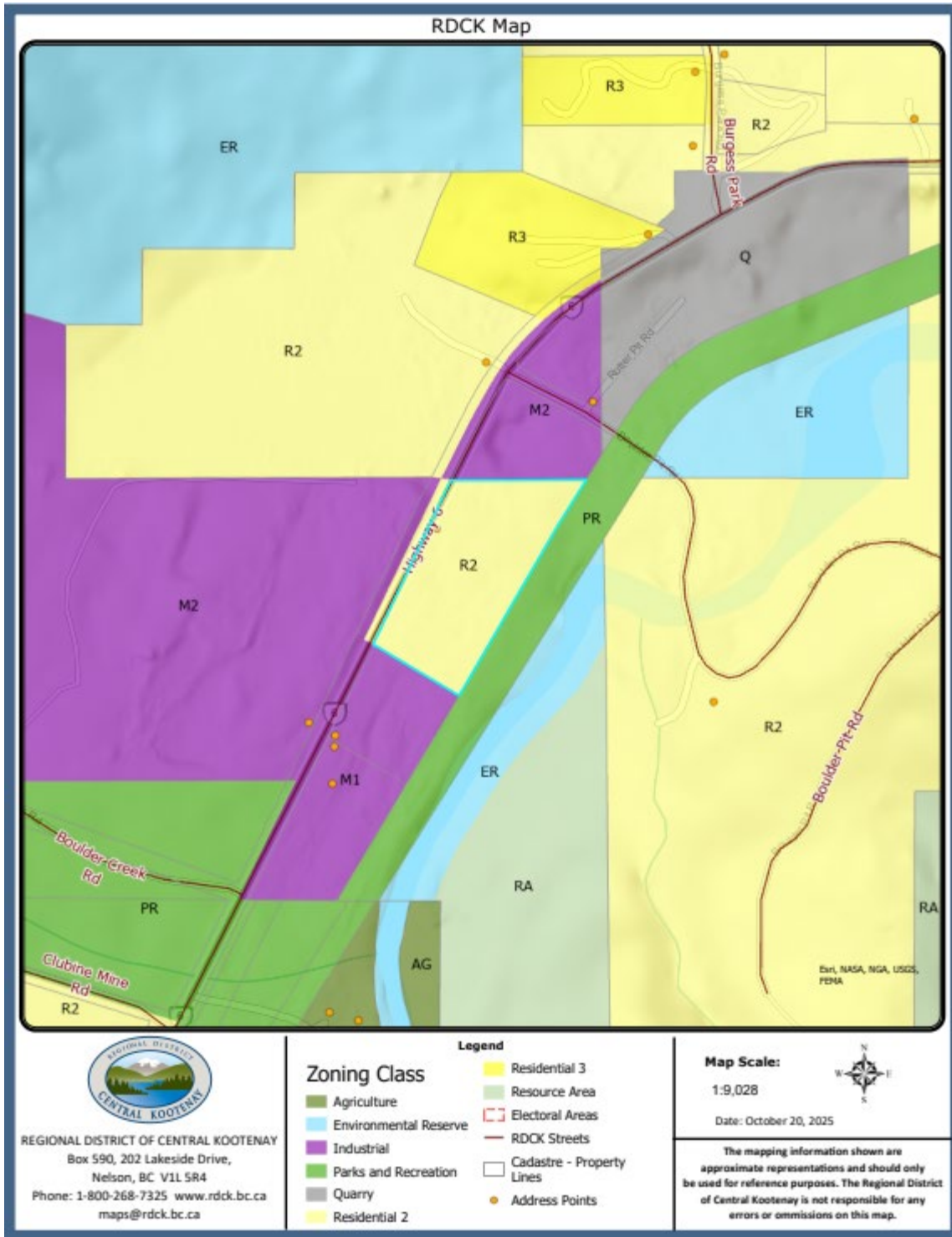


Figure 2: Zoning Map



Figure 3: Subject property and structure



Figure 4: Subject property showing industrial equipment storage and wood products



Figure 5: Subject property showing grading, earthworks and piles of trees and vegetation

Development Proposal

The applicant indicated that the property owner purchased the property in 2024 and was not fully aware of the zoning requirements or the steps that should have been taken before using the site for industrial purposes and thus, began using the property for industrial purposes. To rectify this, the applicant has applied for this bylaw amendment.

The owners intend to use the property in conjunction with the two properties they own to the south to expand their business operations as a storage yard for industrial equipment and semi-trailers and for some wood products manufacturing. As such, the applicant is seeking a bylaw amendment to rezone the subject property from Country Residential (R2) to Medium Industrial (M2) and to redesignate the property from Country Residential (RC) to Industrial (M) in the OCP to use the parcel for above noted purposes. The applicants site plan is shown in Figure 6 below.

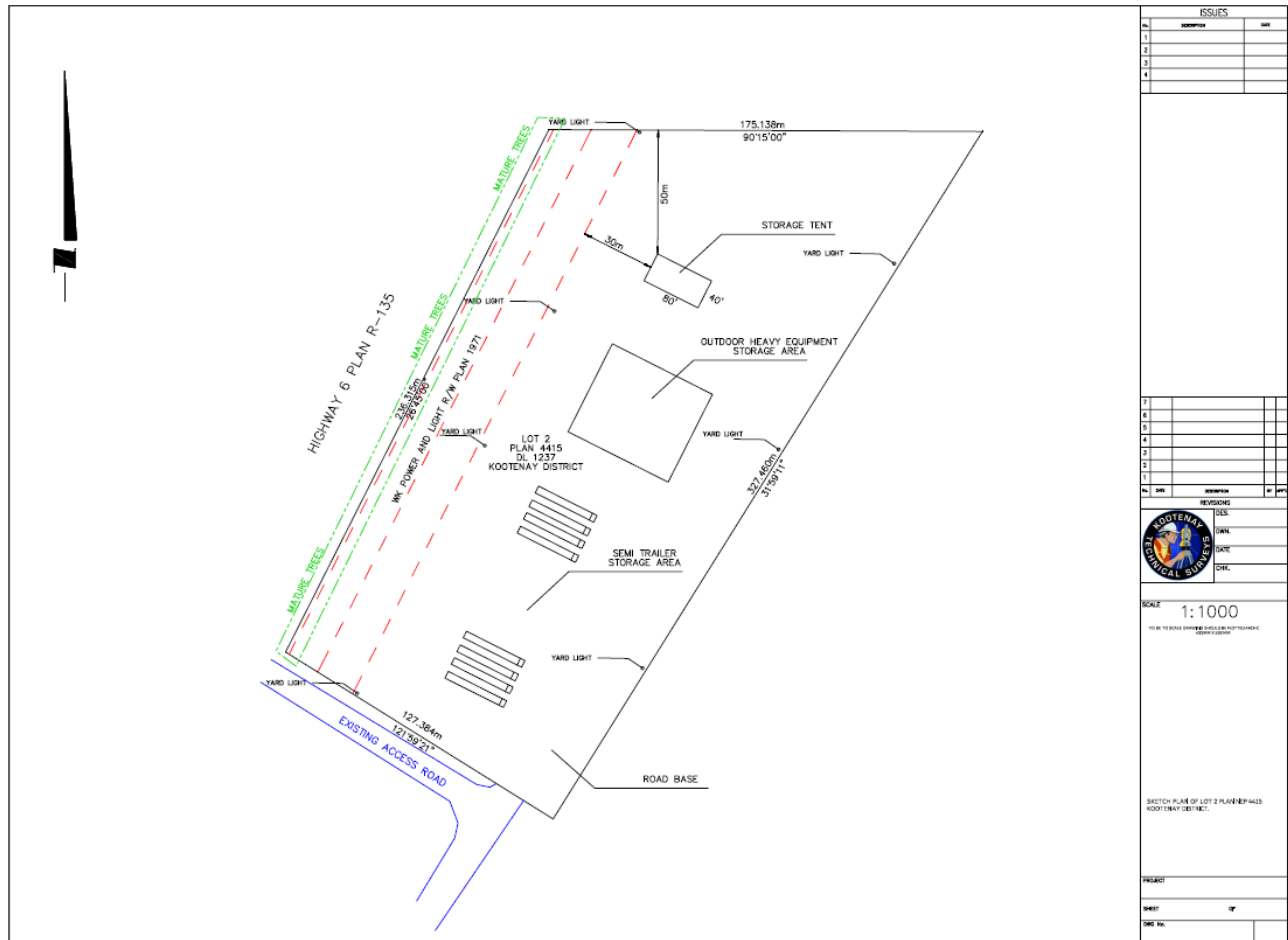


Figure 6: Site Plan

Planning Policy

Official Community Plan

The plan identifies that small and large scale industrial operations exist throughout Electoral Area G, but are generally concentrated in and around the Highway 6 corridor. It also notes that industrial activities are orientated toward primary and secondary resource processing related to forestry, mining, machine and heavy equipment repair. At the time the plan was prepared, the need for additional commercial and industrial lands was not identified.

Relevant Industrial Objectives

1. Recognize and retain traditional resource-based livelihoods such as outdoor recreation, agriculture, wild harvesting, mining and forestry while ensuring sustainable management of their land base.
2. Ensure there is opportunity for light industrial uses in support of the local economy.
3. Support and enhance industrial uses within the Plan area while minimizing incompatibility with surrounding land uses through requirements for screening or landscaping.
4. Encourage value added resource manufacturing and production to enhance or maximize the value of raw materials within the local community.
5. Ensure good arterial access for existing and new industrial developments

Relevant Industrial (M) Policies

The Regional Board:

1. Anticipates that industrial development needs will be accommodated within existing and proposed industrial areas as designated on Schedule A.1 mapping.
2. Ensure that proposals for new industrial operations have significant public input prior to development so that issues can be resolved to the satisfaction of the public and operator through the land use amendment or temporary use permit application process.
3. Recognizes the importance of industry to the local economy, and supports new light industry and value added manufacturing so that a broader employment base can be achieved and economic benefits retained in the local community.
4. Directs that requirements for screening or landscaping be incorporated into the design of new and expanded industrial developments.
5. Directs that new or expanded industrial developments take place on existing brownfield lots as to minimize further contamination of lands within the area.

Relevant Parks and Recreation Policies

The Regional Board:

1. Recognizes the importance and significance of the Great Northern Rail Trail at a community and regional level.

Zoning Bylaw

The subject property is zoned Country Residential (R2) in Electoral Area ‘G’ Land Use Bylaw No. 2452, 2018. The current and proposed zoning are shown in the table below:

Existing Zoning: Country Residential (R2)	Proposed Zoning: Medium Industrial (M2)
<p><i>Permitted Uses</i></p> <p>Principal Uses</p> <ul style="list-style-type: none"> Single Detached Housing Duplex Housing <p>Accessory Uses</p> <ul style="list-style-type: none"> Accessory Building or Structures Accessory Dwelling Unit Accessory Tourist Accommodation Accessory Camping Accommodation Home-based Business Horticulture Keeping of Farm Animals 	<p><i>Permitted Uses</i></p> <p>Principal Uses</p> <ul style="list-style-type: none"> Breweries and Distilleries Car Wash Food and Beverage Processing Light Manufacturing Micro Cultivation, Cannabis Micro Processing, Cannabis Nursery, Cannabis Recycling Depot Repair Shop Service Station Small Scale Wood Product Manufacturing Standard Cultivation, Cannabis Standard Processing, Cannabis Storage Yard Vehicle and Equipment Repair Shop Warehousing Wood Product Manufacturing <p>Accessory Uses</p> <ul style="list-style-type: none"> Accessory Building or Structures Caretaker Suite

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No Financial Plan Amendment: Yes No
Debt Bylaw Required: Yes No Public/Gov't Approvals Required: Yes No

Pursuant to Planning Fees and Procedures Bylaw No. 2457, 2015 the applicant has paid the Land Use Bylaw amendment fee of \$1800 in full.

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

Local Government Act – Section 476

Pursuant to Section 476 of the Local Government Act, the Regional District must consult with the relevant School District when proposing to amend an OCP for an area that includes the whole or any part of that School District. In this instance, School District No. 8 has been made aware of the proposed amendment bylaw.

Official Community Plan Consultation, RDCK Policy No. 400-02-19

The purpose of this policy is to establish a consistent process to comply with Local Government Act (LGA) consultation requirements during a minor amendment to an official community plan. A minor amendment to an Official Community Plan is defined as any official community plan amendment application made by the public for a single property or multiple properties functioning as one site. This application meets the definition of a minor amendment to an Official Community Plan and the consultation requirements for a minor amendment have been satisfied.

Consideration of the RDCK Housing Needs Report

The land use bylaw amendment being considered is proposing to rezone and re-designate one residentially zoned lot to establish an industrial operation on the subject property. Electoral Area 'G' Land Use Bylaw No. 2452, 2018 permits a maximum of two dwelling units per lot in the R2 zone, therefore the proposed changes will result in the loss of two possible residential dwelling units in Electoral Area 'G'. Staff do not anticipate this will affect the ability to meet housing needs over the 20-year timeframe identified by section 473(1)(a) of the Local Government Act.

3.3 Environmental Considerations

The Salmo River is approximately 60m from the property.

The OCP directs that new or expanded industrial developments take place on existing brownfield lots as to minimize further contamination of lands within the area. This was a greenfield site prior to the recent development by the proponent.

The Kootenay-Boundary Ecosystems Section of the Ministry of Water, Land and Resource Stewardship indicated that they are unable to provide a detailed review of the proposal but provided their standard requirements, recommendations and comments. Their full response is included in Attachment A.

3.4 Social Considerations:

Industrial uses can generate noise, traffic, odors, and visual impacts. Ensuring compatibility with surrounding land uses is key when considering the social impact of industrial proposals.

In this case, while this site will likely generate these impacts, it is situated in a location which may be appropriate to absorb these impacts. This is because the property directly borders Highway 6. This means that there need not be any traffic unnecessarily moving through residential or other areas where quiet would be the expectation. In addition, the proposal is in an already existing industrial node in the community. The properties that border the subject property to the north, south and west are all industrially zoned and are used for similar

purposes. Thus, although there are nearby properties zoned for residential and parks use, there is already an expectation that these types to industrial uses are occurring and will continue to occur in the area.

The property directly borders the Great Northern Rail Trail which is an RDCK regional trail. The required setback between this property and the trail is 4.5m but only applies to building and structures. Although the OCP encourages the use of screening or landscaping to improve compatibility of existing land uses, this screening is not required by regulation in this case. The removal of trees and vegetation along the rear property boundary has not had an overly significant impact visually from the rail trail due to the vegetation and trees that exist on the trail itself, but the structure and property is visible from the trail at the northern portion of the trail as shown in Figures 7 and 8.



Figure 7: Subject property, rail trail and Salmo River



Figure 8: Subject Property from Rail Trail showing building and machinery

3.5 Economic Considerations:

The OCP encourages value added resource manufacturing and production to enhance or maximize the value of raw materials within the local community. Further, it recognizes the importance of industry to the local economy, and supports new light industry and value added manufacturing so that a broader employment base can be achieved and economic benefits retained in the local community.

3.6 Communication Considerations:

Public and Neighbour Notice

In accordance with Schedule 'C' of the *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015*, a 'Notice of Development' sign was placed on the subject property. Notice of this proposal was sent via mail to owners and tenants of all parcels within 100 meters of the subject property. The proposal and relevant information was also posted to the RDCK Active Applications page where all current planning applications are made available to the public. To date, one response to these notices has been received and is included as Attachment B.

Agency Referral Responses

In accordance with Schedule 'C' of the *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015*, planning staff referred the application to all applicable Regional District departments, First Nations, government ministries and agencies for a period of thirty (30) days. Brief responses are included below. Longer responses are attached to this report as Attachment A.

Advisory Planning and Heritage Commission

The commission supported the application

Fortis BC

With respect to the above noted file,
Land Rights Comments

- There are no immediate concerns or requests for additional land rights, however there may be additional land rights requested stemming from changes to the existing FortisBC Electric (“FBC(E)”) services, if required

Operational & Design Comments

- There are FortisBC Electric (“FBC(E)”) primary distribution and transmission facilities along bisecting the subject property. FBC(E) Operations have the following comments and concerns that should be discussed with a designer:
 - In regards to the transmission facilities bisecting the subject property. It should be noted that proposals for any construction within the right of way, including, but not limited to, roads, water, sewer and other utilities must be reviewed and approved by FBC(E) prior to installation for safety and operational purposes. No elevation changes are permitted within all right of way areas without review and approval by FBC(E). Typically, only crossings will be permitted subject to appropriate conditions. Parallel construction within the right of way will not likely be approved. The applicant is responsible for costs related to the detailed review of their proposal in addition to any other costs which may arise or be required related to this development's potential or actual impact on the transmission corridor.
 - All costs and land right requirements associated with changes to the existing servicing are the responsibility of the applicant.
 - The applicant and/or property owner are responsible for maintaining safe limits of approach around all existing electrical facilities within and outside the property boundaries.
 - For any changes to the existing service, the applicant must contact an FBC(E) designer as noted below for more details regarding design, servicing solutions, and land right requirements.

In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). Please have the following information available in order for FBC(E) to set up the file when you call.

- Electrician’s Name and Phone number
- FortisBC Total Connected Load Form
- Other technical information relative to electrical servicing

For more information, please refer to FBC(E)’s overhead and underground design requirements:

FortisBC Overhead Design Requirements

<http://fortisbc.com/ServiceMeterGuide>

FortisBC Underground Design Specification

<http://www.fortisbc.com/InstallGuide>

If you have any questions or comments, please contact us at your convenience.

Interior Health

Thank you for the opportunity to provide comments on the proposed redesignation from Country Residential (RC) to Industrial (M) and rezoning from Country Residential (R2) to Light Industrial (M1) at 8515 Highway 6, Salmo BC. It is my understanding that the applicant currently owns adjacent lots and would like to expand their business operations by using the subject land as a storage yard for industrial equipment and semi-trailers. I’ve reviewed this referral from a Healthy Community Development and Environmental Public Health perspective and have no objections to this redesignation and rezoning.

Ministry of Water, Land and Resource Stewardship - Crown Land Authorizations – Kootenay Boundary Region

On behalf of Crown Land Authorizations, I have no concerns for the above noted bylaw amendment. Only thing to note is there is an overlapping Statutory Right of Way for an electric powerline. This would be identified on the Land Title. Just mentioning to ensure that any structures on the parcel don't impact access.

Ministry of Transportation and Transit

Thank you for the opportunity to provide comments on the rezoning application for Sutco. Currently, our office is working with Sutco in consolidating accesses to provide one access for truck traffic between lots 2 and 7. Highway 6 is deemed a Controlled Access Highway in which we limit the number of accesses to the highway. This is to prevent several access points which undermine the functionality of the highway. The current access for Lot 2 appears to be unsafe which has been determined in a site visit last month. There does not appear to be sufficient sight lines for safe egress to and from the highway. The proximity of the adjacent access on Lot 7, may interfere with the functionality and safety of the access on Lot 2.

The ministry is requiring a shared access point for both lots and the remaining accesses on Lot 2 be deactivated. The Burlington Northern Sante Fe Property sits below the lot and the ministry does not accept any use of the lands below for storage or vehicular movement. At this time, we are not requesting that the property be fenced to prevent encroaching on the BNSF lands however, in the case that Sutco fails to maintain operations on their own lands, we will require fencing.

We have faith that Sutco will be able to resolve the access issue for lot 2 by using the access on Lot 7 therefore support the rezoning application.

RDCK Emergency Program

The RDCK Emergency Program's interests are unaffected by this application.

RDCK Building Services

A Building Permit is required for the structure.

3.7 Staffing/Departmental Workplace Considerations:

Staff reviewed the application in accordance with the Land Use Amendments Procedures within Schedule 'D' of the *Planning Procedures and Fees Bylaw No. 2547, 2015*.

3.8 Board Strategic Plan/Priorities Considerations:

Not applicable.

SECTION 4: SUMMARY

Planning Discussion

The applicant is proposing to rezone and redesignate the subject property for industrial use for manufacturing wood products and as a storage yard for industrial equipment and semi-trailers. The site has already been converted for industrial purposes and is presently being used to manufacture wood products and as a storage yard in contravention of Electoral Area 'G' Land Use Bylaw No. 2452, 2018.

The establishment of new industrial sites can often be contentious given their propensity to increase noise, traffic, pollution or other nuisances. As such, selecting an appropriate location for new industrial sites that takes into consideration potential impacts is key.

In this case, the applicant chose this location in part due to the proximity with its existing neighbouring industrial sites. The two properties to the south are owned by the property owners and are used for similar industrial purposes. The applicant has indicated that the subject property will be used in conjunction with these lots. In addition, the property to the west is also zoned for industrial purposes and is used as a sawmill and log yard. The Boulder Creek Pit Mine is located on that same neighboring lot and aggregate extraction and processing occurs intermittently there. There is also a quarry located approximately 200m to the north of the subject property.

Given the neighbouring industrial development, there appears to be an expectation that this area will be used for industrial purposes and the increase of noise and traffic associated with this proposal, especially due to the site being located on Highway 6, may not have a significant negative impact. In fact, having a residentially zoned site in close proximity to these industrial uses may welcome unnecessary land use conflicts. The siting is somewhat aligned with the OCP which anticipated that industrial development needs will be accommodated within existing industrial areas.

Aside from this, there are also residential and parks zoned properties within the surrounding area to be considered. As a result of the referral, no members of the public or neighbours have raised concerns regarding the potential noise or visual impacts. One member of the public did raise concerns about the establishment of the use prior to seeking the necessary approvals and the potential environmental impact.

The proposal meets several of the objectives and policies of the OCP including recognizing and retaining traditional resource-based livelihoods, ensuring there is opportunity for light industrial uses in support of the local economy, ensuring good arterial access for existing and new industrial developments and encouraging value added resource manufacturing and production to enhance or maximize the value of raw materials within the local community. The OCP recognizes the importance of industry to the local economy, and supports new light industry and value added manufacturing so that a broader employment base can be achieved and economic benefits retained in the local community. This alignment highlights the economic benefits associated with industrial activities.

Having said that, the proposal also fails to meet other industrial policies and objectives. There is no screening or landscaping proposed with this application, although some landscaping has been retained around the Highway 6 corridor. Further, the OCP directs that new or expanded industrial developments take place on existing brownfield lots as to minimize further contamination of lands within the area. This was not a brownfield site and has only begun to be used for industrial purposes by the current owners after recently purchasing the property.

Ultimately, staff are recommending that the Board complete first and second reading of the amendment bylaw and refer the amendment to a public hearing for the following reasons:

- The site is mostly surrounded by existing industrial uses, reducing the likelihood of new land-use conflicts
- The proposal moderately aligns with the OCP objectives and policies for industrial development by supporting resource-based livelihoods, value-added manufacturing, and local economic development
- Industrial activity at this location is generally consistent with the area's established industrial character and expectations
- The site's highway access helps mitigate traffic impacts and supports appropriate industrial functionality
- The proposal offers economic and community benefits, including employment and support for local industry

Options

Option 1: Initial readings and refer to public hearing

That Electoral Area 'G' Land Use Amendment Bylaw No. 3059, 2025 being a bylaw to amend Electoral Area 'G' Land Use Bylaw No. 2452, 2018 is hereby given FIRST and SECOND reading by content and referred to a public hearing.

And further

That in accordance with Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015, Electoral Area 'G' Director Hans Cunningham is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

Option 2: Deny the application

That no further action be taken with respect to Electoral Area 'G' Land Use Amendment Bylaw No. 3059, 2025 being a bylaw to amend Electoral Area 'G' Land Use Bylaw No. 2452, 2018

SECTION 5: RECOMMENDATIONS

That Electoral Area 'G' Land Use Amendment Bylaw No. 3059, 2025 being a bylaw to amend Electoral Area 'G' Land Use Bylaw No. 2452, 2018 is hereby given FIRST and SECOND reading by content and referred to a public hearing.

And further

That in accordance with Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015, Electoral Area 'G' Director Hans Cunningham is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

Respectfully submitted,
Sadie Chezenko, Planner 1

CONCURRENCE

Nelson Wight – Planning Manager **Approved**

Sangita Sudan - General Manager of Development and Community Sustainability **Approved**

Joe Chirico – Acting Chief Administrative Officer **Approved**

ATTACHMENTS:

Attachment A – Agency Responses

Attachment B – Public Response

Attachment C – Draft Amending Bylaw



Remembering where we came from...

Lower Similkameen Indian Band

Mailing Address: PO Box 100 Keremeos, BC V0X 1N0

Physical Address: 1420 Hwy 3, Cawston BC



Project Name: Bylaw Amendment Application - Z2506G

Consulting Organization Contact: Sadie Chezenko

Consulting Organization: Regional District of Central Kootenay

Date Received: 29-July-2025

Project Type: Regional Districts/Municipalities

ATTENTION: Sadie Chezenko

Re: Sadie Chezenko, Referral #2293

29 July 2025

The Lower Similkameen Indian Band (LSIB) would like to acknowledge receipt of the above referral. We have conducted a desktop review of it.

The location of the project/activity to which the referral relates is within syilx Territory and may have impacts on inherent and constitutionally protected syilx Title and Rights, which LSIB holds as part of the syilx Nation. However, given the location of the project, we would support Westbank First Nation (WFN) and Penticton Indian Band (PIB) in taking lead in further consultation and engagement on this project. Please keep us informed of any updates or changes to the project as this may change our assessment and our view on the need for further consultation with LSIB.

If you require further information or clarification, please do not hesitate to contact me at the address below.

limlámpt | Thank you.



Nelson Tallio
Referrals Clerk
Lower Similkameen Indian Band



Enclosure: Invoice to follow

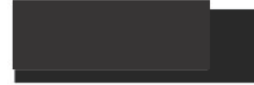
CC: Chief Keith Crow, Lower Similkameen Indian Band
Kathleen Louie, LSIB Natural Resource Manager



Attachment A



3A – 492 Arrow Road
Invermere, BC V0A 1K2



www.shuswapband.net

30-Jul-2025 12:41 MDT

Weyt-k (Hello),

Shuswap Band is in receipt of the project information for: -Bylaw Amendment Application - Z2506G.

The Shuswap Band acknowledges receipt of the project information related to the proposed bylaw amendment for 8515 Highway 6, Salmo, BC (RDCK File: Z2506G). The subject area lies within the unceded traditional territory of the Shuswap Band and forms part of (Secwépemcúl'ecw) the broader traditional lands of the Secwepemc Nation. These lands hold continued cultural, ecological, and spiritual significance and have long supported the practice of Aboriginal rights including hunting, fishing, and gathering.

The Shuswap Band notes that the project area overlaps with an Archaeological Overview Assessment (AOA) Landscape Unit of High Potential. Should an assessment not already be completed for the site, we recommend that a Qualified Professional undertake an AOA prior to any land disturbance. Where warranted, a Preliminary Field Reconnaissance (PFR) and Archaeological Impact Assessment (AIA) should follow. These steps align with the Heritage Conservation Act and support the protection of potential archaeological and cultural heritage values.

We thank the Regional District of Central Kootenay for providing notice of the proposed amendment and for offering the opportunity to comment.

Kukwstsétsemc (Thank you).

Referrals Coordinator

"Our people are our strength. Our children are our future."

ec: Barb Cote - Chief, Shuswap Band

Mark Thomas - Councilor, Shuswap Band

Richard Martin - Councilor, Shuswap Band

Braydi Rice – Director, Territorial Stewardship, Shuswap Band

Travis Yeats – Referrals Coordinator, Shuswap Band



Joshua Martin – Guardian Manager, Shuswap Band
Enola Eugene – Culture, Shuswap Band

Attachment A



3A – 492 Arrow Road
Invermere, BC V0A 1K2



www.shuswapband.net



July 5, 2023

Greetings,

The Kootenay-Boundary Ecosystems Section of the Ministry of Water, Land and Resource Stewardship has received your referral request. We are currently unable to provide a detailed review of the referral but provide the following standard requirements, recommendations and/or comments:

1. All activities are to follow and comply with all higher-level plans, planning initiatives, agreements, Memorandums of Understanding, etc. that local governments are parties to.
2. Changes in and about a “stream” [as defined in the [Water Sustainability Act](#) (WSA)] must only be done under a license, use approval or change approval; or be in compliance with an order, or in accordance with Part 3 of the [Water Sustainability Regulation](#). Authorized changes must also be compliant with the [Kootenay-Boundary Terms and Conditions and Timing Windows](#) documents. Applications to conduct works in and about streams can be submitted through [FrontCounter BC](#).
3. No “development” should occur within 15 m of the “stream boundary” of any “stream” [all as defined in the [Riparian Areas Protection Regulation](#) (RAPR)] in the absence of an acceptable assessment, completed by a Qualified Professional (QP), to determine if a reduced riparian setback would adversely affect the natural features, functions and conditions of the stream. Submit the QP assessment to the appropriate Ministry of Water, Land and Resource Stewardship office for potential review. Local governments listed in Section 2(1) of [RAPR](#) are required to ensure that all development is compliant with RAPR.
4. The federal [Species at Risk Act](#) (SARA) protects Endangered, Extirpated or Threatened species listed under Schedule 1 of SARA. Developers are responsible to ensure that no species or ecosystems at risk (SEAR), or Critical Habitat for Federally listed species, are

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Land and Resource
Stewardship

Land Use Policy,
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Ecosystems

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Page 1 of 3

adversely affected by the proposed activities. The BC Species and Ecosystem Explorer website provides information on known SEAR occurrences within BC, although the absence of an observation record does not confirm that a species is not present. Detailed site-specific assessments and field surveys should be conducted by a QP according to [Resource Inventory Standard Committee](#) (RISC) standards to ensure all SEAR have been identified and that developments are consistent with any species or ecosystem specific [Recovery Strategy or Management Plan](#) documents, and to ensure proposed activities will not adversely affect SEAR or their [Critical Habitat for Federally-listed Species at Risk \(Posted\)](#).

5. Development specific Best Management Practices (BMPs) should be applied to help meet necessary legislation, regulations, and policies. Current BC BMPs can be found at: [Natural Resource Best Management Practices - Province of British Columbia \(gov.bc.ca\)](#) and [Develop with Care 2014 - Province of British Columbia](#).
6. Vegetation clearing, if required, should adhere to the least risk timing windows for nesting birds (i.e., development activities should only occur during the least risk timing window). Nesting birds and some nests are protected by Section 34 of the provincial [Wildlife Act](#) and the federal [Migratory Birds Convention Act](#). Guidelines to avoid harm to migratory birds can be found at: [Guidelines to avoid harm to migratory birds - Canada.ca](#). If vegetation clearing is required during the bird nesting period (i.e., outside of the least risk timing window) a pre-clearing bird nest survey should be completed by a QP. The following least risk windows for birds are designed to avoid the bird nesting period:

Bird Species	Least Risk Timing Windows
Raptors (eagles, hawks, falcons, & owls)	Aug 15 – Jan 30
Hérons	Aug 15 – Jan 30
Other Birds	Aug 1 – March 31

7. The introduction and spread of invasive species is a concern with all developments. The provincial [Weed Control Act](#) requires that an occupier must control noxious weeds growing or located on land and premises, and on any other property located on land and premises, occupied by that person. Information on invasive species can be found at: [Invasive species - Province of British Columbia](#). The [Invasive Species Council of BC](#)

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provides BMPs that should be followed, along with factsheets, reports, field guides, and other useful references. For example, all equipment, including personal equipment such as footwear, should be inspected prior to arrival at the site and prior to each daily use and any vegetative materials removed and disposed of accordingly. If noxious weeds are established as a result of this project or approval, it is the tenure holder's responsibility to manage the site to the extent that the invasive, or noxious plants are contained or removed.

8. Section 33.1 of the provincial [Wildlife Act](#) prohibits feeding or attracting dangerous wildlife. Measures should be employed to reduce dangerous human-wildlife conflicts. Any food, garbage or organic waste that could attract bears or other dangerous wildlife should be removed from the work area. If this is not feasible and waste is not removed, it should be stored in a bear-proof container to avoid drawing wildlife into the area and increasing the threat of human/wildlife conflict.
9. If this referral is in relation to a potential environmental violation it should be reported online at [Report All Poachers & Polluters](#) (RAPP) or by phone at 1-877-952-RAPP (7277).
10. Developments must be compliant with all other applicable statutes, bylaws, and regulations.

If the references above do not address your concerns, please do not hesitate to reach out to me for further investigation into your concerns.

Kind Regards,



Shannon White, RPBio
Ecosystems Section Head - Kootenay-Boundary Region
 Ministry of Water, Land & Resource Stewardship
 [REDACTED]

Ministry of Water,
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Okanagan Indian Band

12420 Westside Road • Vernon, BC, • V1H 2A4



“This correspondence will not be construed so as to to prejudice, limit, or derogate from any rights, claims or interests in respect of any Aboriginal title, rights and interests of Okanagan or Syilx Nation recognized and affirmed under Section 35 of the Constitution Act, 1982 and nothing in this letter indicates acceptance by Okanagan of federal or provincial Crown jurisdiction over or ownership of land, water or other resources within the Territory.”

Attention: Sadie Chezenko

The Territorial Stewardship Division would like to acknowledge receipt of the above referral. The Okanagan Indian Band (“OKIB”) has conducted a desktop review of the project. The location of the project to which the referral relates is within Syilx (Okanagan Nation) territory, and may have impacts on Syilx Aboriginal Title and Rights, which OKIB holds as part of the Syilx. However, the project is located outside the OKIB’s Area of Responsibility as a member of the Syilx. At this time, we defer to the Lower Similkameen Indian Band and Penticton Indian Band for a more in depth review. Please keep us informed of any updates or changes to the project as this may change our assessment and our view on the need for further consultation with OKIB.

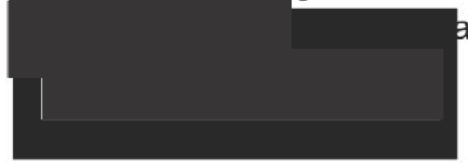
liml?mt | Thank You

Julie Richard
 Referrals Management Clerk
 Territorial Stewardship Division
 Okanagan Indian Band
 12420 Westside Road
 Vernon BC, V1H 2A4





Penticton Indian Band
Natural Resources Department
841 Westhills Drive | Penticton, B.C.
V2A 0E8



Consulting ID:

PIB-2025-1036

Project Name

PIB-2025-1036-Bylaw Amendment Application - Z2506G.

Consulting Organization:

Regional District of Central Kootenay

Attention: Sadie Chezenko

We are in receipt of the above referral. The proposed activity is located within syilx (Okanagan Nation) Territory and the snpink'tn (Penticton Indian Band) Area of Interest. All lands and resources within the vicinity of the proposed development are subject to our unextinguished Aboriginal Title and Rights.

snpink'tn has now had the opportunity to review the proposed activity. Our preliminary office review has indicated that the proposed activity is located within an area of cultural significance and, as such, has the potential to impact snpink'tn cultural heritage, rights and interests. When potential impacts to snpink'tn interests have been identified, snpink'tn requires that a Cultural Heritage Resource Assessment (CHRA) be undertaken by qualified snpink'tn Cultural Heritage Technicians in an effort to determine the nature and extent of any potential impacts.

Please contact Maryssa Bonneau, Natural Resources Referrals Coordinator at [redacted] to arrange within 30 days.

Please note that our participation in the referral and consultation process does not define or amend snpink'tn Aboriginal Rights and Title or does it limit the positions that we may take in future negotiations or court actions.

If you require further information or clarification, please do not hesitate to contact me.

limlæmt,



Penticton Indian Band
Natural Resources Department
841 Westhills Drive | Penticton, B.C.
V2A 0E8

Caroline Stewart
Office Administrator
snpink'tn (Penticton Indian Band)
Natural Resources

Sadie Chezenko

From: Planning
Sent: Monday, August 11, 2025 12:18 PM
To: Sadie Chezenko
Subject: FW: Agency Referral - Bylaw Amendment - Z2506G

Sent: Monday, August 11, 2025 12:16 PM
To: Planning <PlanDept@rdck.bc.ca>
Subject: RE: Agency Referral - Bylaw Amendment - Z2506G

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Hello Sadie,

Thank you for your referral regarding rezoning of 815 Hwy 6, PID 014675838, LOT 2 DISTRICT LOT 1237 KOOTENAY DISTRICT PLAN 4415. Please review the screenshot of the property below (outlined in yellow) and notify me immediately if it does not represent the property listed in your information request.

Results of Provincial Archaeological Inventory Search

According to Provincial records, there are no known archaeological sites recorded on the subject property.

However, archaeological potential modelling for the area indicates there is high potential for previously unidentified archaeological sites to exist on the property, as indicated by the purple colour shown over everything in the second screenshot below.

Archaeological potential modelling is compiled using existing knowledge about archaeological sites, past indigenous land use, and environmental variables. Models are a tool to help predict the presence of archaeological sites, and their results may be refined through further assessment.

Archaeology Branch Advice

If land-altering activities (e.g., home renovations, property redevelopment, landscaping, service installation) are planned for the subject property, a Provincial heritage permit is not required prior to commencement of those activities.

However, a Provincial heritage permit will be required if archaeological materials are exposed and/or impacted during land-altering activities. Unpermitted damage or alteration of a protected archaeological site is a contravention of the *Heritage Conservation Act* and requires that land-altering activities be halted until the contravention has been investigated and permit requirements have been established. This can result in significant project delays.

Therefore, the Archaeology Branch strongly recommends engaging an eligible consulting archaeologist prior to any land-altering activities. The archaeologist will review the proposed activities, verify archaeological records, and possibly conduct a walk-over and/or an archaeological impact assessment (AIA) of the project area to determine whether the proposed activities are likely to damage or alter any previously unidentified archaeological sites.

Please notify all individuals involved in land-altering activities (e.g., owners, developers, equipment operators) that if archaeological material is encountered during development, they **must stop all activities immediately** and contact the Archaeology Branch for direction at 250-953-3334.

If there are no plans for land altering activities on the property, no action is required at this time.

Rationale and Supplemental Information

- There is high potential for previously unidentified archaeological deposits to exist on the property.
- Archaeological sites are protected under the *Heritage Conservation Act* and must not be damaged or altered without a Provincial heritage permit issued by the Archaeology Branch. This protection applies even when archaeological sites are previously unidentified or disturbed.
- If a permit is required, be advised that the permit application and issuance process takes approximately 20 to 40 weeks; the permit application process includes referral to First Nations and subsequent engagement.
- The Archaeology Branch must consider numerous factors (e.g., proposed activities and potential impacts to the archaeological site[s]) when determining whether to issue a permit and under what terms and conditions.
- The Archaeology Branch has the authority to require a person to obtain an archaeological impact assessment, at the person's expense, in certain circumstances, as set out in the *Heritage Conservation Act*.
- Occupying an existing dwelling or building without any land alteration does not require a Provincial heritage permit.

How to Find an Eligible Consulting Archaeologist

An eligible consulting archaeologist is one who can hold a Provincial heritage permit to conduct archaeological studies. To verify an archaeologist's eligibility, ask an archaeologist if he or she can hold a permit in your area, or contact the Archaeology Branch [REDACTED] to verify an archaeologist's eligibility. Consulting archaeologists are listed on the BC Association of Professional Archaeologists website (www.bcapa.ca) and in local directories. Please note, the Archaeology Branch cannot provide specific recommendations for consultants or cost estimates for archaeological assessments. Please contact an eligible consulting archaeologist to obtain a quote.

Questions?

For questions about the archaeological permitting and assessment process, please contact the Archaeology Branch at [REDACTED] or [REDACTED].

For more general information, visit the Archaeology Branch website at www.gov.bc.ca/archaeology.

Kind regards,







Please note that subject lot boundaries (yellow) and areas of archaeological potential (purple) indicated on the enclosed screenshot are based on information obtained by the Archaeology Branch on the date of this communication and may be subject to error or change. If you are experiencing difficulties viewing the layers in the above screenshot, please contact us.



Diana Cooper
Archaeologist/Archaeological Information Specialist
Archaeology Branch | Ministry of Forests

From: Planning

<PlanDept@rdck.bc.ca>

Sent: Monday, July 28, 2025 4:01 PM

Subject: Agency Referral - Bylaw Amendment - Z2506G

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.



OSOYOOS INDIAN BAND

1155, SEN*POK*CHIN BOULEVARD, OLIVER BC, V0H 1T8

OFFICE REVIEW RESULTS

November 21, 2025

File Number: Z2506G

Referral ID: 2025-1036-Bylaw Amendment Application - Z2506G.

Reference: R-77-0020022

REGIONAL DISTRICT OF CENTRAL KOOTENAY
 Development and Community Sustainability Services
 BOX 590, 202 Lakeside Drive
 Nelson, BC
 V1L 5R4

Attention: Louis Bouchard

We are in receipt of the above referral. This proposed activity/development is within the Osoyoos Indian Bands Area of Interest, responsibility and within the Okanagan Nation's Territory; the lands and resources are subject to our unextinguished Aboriginal Title and Rights.

In 1997, the Supreme Court of Canada in the *Delgamuukw* case clarified the law respecting the rights of aboriginal people in British Columbia, which includes the Osoyoos Indian Band. The Supreme Court ruling included the following legal principles:

- ◆ Aboriginal title is not extinguished and the province cannot and never could extinguish aboriginal title or rights.
- ◆ Aboriginal title is protected by section 35 of the Constitution Act, 1982.
- ◆ Aboriginal title is a property interest.
- ◆ Governments must justify any infringements of aboriginal title.
- ◆ Lands held pursuant to aboriginal title have an inescapable economic component.

Other recent court cases involving the Taku River Tlingit First Nation and the Haida Nation have heightened the accountability of British Columbia to consult with First Nations with respect to third party development activities on alleged Crown lands. The Court found that the Province of B.C. has a legal fiduciary obligation to deal with First Nations' concerns about their traditional

lands and resources and that it is not necessary for B.C. First Nations to first prove the existence of our rights.

Based upon the results of our Preliminary Office Review of the proposed activity/development proper consultation and consideration of potential impacts and infringements to our Aboriginal Title and Rights cannot occur without the following recommendations. It is only with these recommendations that proper consultation can begin, and the proposed activity/development can be reviewed.

- The proposed activity/development is located in a high potential archeological area. It is requested that the project is reviewed by a qualified Archaeologist. Furthermore, OIB would like to participate if a Preliminary Field Reconnaissance is required on the proposed area.

Please advise the Osoyoos Indian Band in writing as to your ability to meet the above listed conditions as outlined. Failure to meet these conditions will result in our disapproval and objection of the proposed activity/development. We will not consent, agree, or otherwise approve of the activity / development.

Our participation in the referral and consultation process does not define or amend the Osoyoos Indian Bands Aboriginal Rights and Title, or limit any priorities afforded to Aboriginal Rights and Title, nor does it limit the positions that we may take in future negotiations or court actions. If you require further information or clarification, please do not hesitate to contact me.

Please contact me through email or phone at your earliest convenience to set up a meeting to discuss our concerns.

Thank you,



Amanda Anderson
Referrals Manager
Osoyoos Indian Band



Dear Ms. Sadie Chezenko: Planner, RDCK

RE: APPLICATION FOR A LAND USE AMENDMENT Z256G

Applicant: Louise Bouchard for 661045 B. C. LTD., INC.NO. BC0661045

Property: 8515 Highway 6, Rural Salmo, Electoral Area 'G'

LOT 2 DISTRICT LOT 1237 KOOTENAY DISTRICT PLAN 4415

014-675-838

Ms Chezenko, In sincerity, and unfortunately this application is a travesty that will give the applicant a source of amusement and make a mockery of the RDCK planning staff and the planning processes they oversee.

It also disrespects the planning processes that many of us worked hard to guide land use here.

On numerous levels Amendment Application is a hoax that makes this writer wonder if this numbered Company has been playing/deceiving Area 'G' in other directions as well. More on that in a bit.

The Applicant has committed an injustice against the people of Area 'G' by reshaping LOT 2 DISTRICT LOT 1237 from Country Residential (R2) to Industrial (M) without following any 'due process'. He has not received and has not sought receipt of the proper amendment procedure and simply gone ahead and totally altered the use of the property. For the RDCK planning staff and their department to gain any credibility as a 'Land Use' guiding agency the applicant should be ordered to reestablish R2 Land Use. Otherwise the applicant will, ipso facto, be the new 'Land Use' amendment agent.

In the RDCK document written July 28, 2025 and received thereafter the Amendment Request (AR) asks for zoning change "in order to use the parcel as a storage yard for industrial equipment and semi-trailers in conjunction with their neighbouring properties"

- Only 1 neighbouring property (Summit Trucking and Equipment Repair) others are R2 and Environmental Reserve.
- The applicant has moved well beyond the AR and has built a structure on the property.
- Has begun operating a sawmill on the property.
- Has begun developing a landfill site to deal inappropriately with wood waste from the sawmill operation that is outside the AR.

In a world where climate concerns are becoming a recognized as a leading 'Social Justice' issue the applicant has clearcut and area known to be an Ephemeral Wetland negating the many known sensitive areas' advantages of that type of land use. He is setting it up as a landfill.

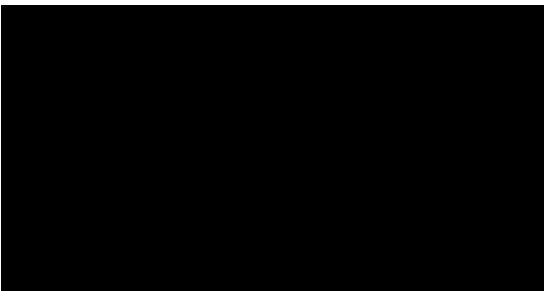
It is clear the moving outside of the AR before an Amendment has even been started demonstrates a total disregard for the law and community processes.

We hope the Rural Affairs committee will act upon this disregard!

In conversation with other neighbours some people stated that no building permits have been applied for in conjunction with Summit Trucking and Equipment Repair operations and consequentially no tax's have been paid on those buildings. Is your RDCK Building Department aware of this? Is it possible for you to forward this concern as an enquiry to them?

Clearly this AR demonstrates a complete disrespect for the RDCK Planning staff and the Department and the process that they work with. We hope that Planning Department will take the opportunity, so easily presented to them, to regain the credibility they deserve.

Sincerely,



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 3059

A Bylaw to amend Electoral Area 'G' Land Use Bylaw No. 2452, 2018

WHEREAS it is deemed expedient to amend the Electoral Area 'G' Land Use Bylaw No. 2452, 2018, and amendments thereto.

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

APPLICATION

- 1 That Schedule 'A.1 and B.1' of Electoral Area 'G' Land Use Bylaw No. 2452, 2018 be amended by changing the Land Use Designation from from Country Residential (RC) to Industrial (M) and the zoning from Country Residential (R2) to Medium Industrial (M2) for LOT 2 DISTRICT LOT 1237 KOOTENAY DISTRICT PLAN 4415 (PID 014-675-838) as shown on Schedules 'A' and 'B' which are attached hereto and form part of this bylaw.
2 This Bylaw shall come into force and effect upon its adoption.

CITATION

- 3 This Bylaw may be cited as "Electoral Area 'G' Land Use Amendment Bylaw No. 3059, 2025."

READ A FIRST TIME this 11 day of December, 2025.

READ A SECOND TIME this 11 day of December, 2025.

WHEREAS A PUBLIC HEARING was held this [Date] day of [Month], 20XX.

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

[Controlled Highway or Exceeds 4500 sq.m] APPROVED under Section 52 (3)(a) of the Transportation Act this [Date] day of [Month], 20XX.

Approval Authority,
Ministry of Transportation and Infrastructure

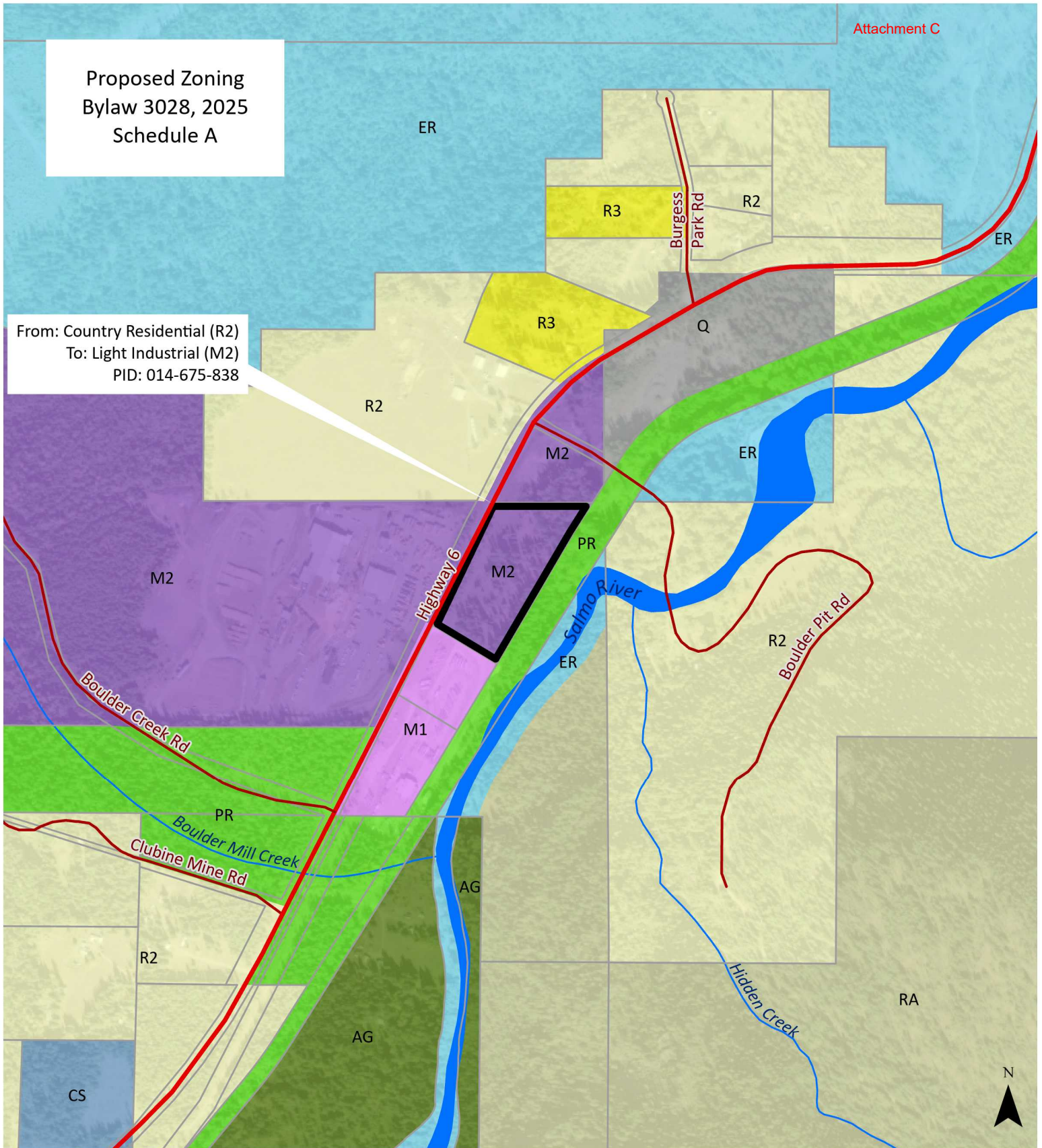
ADOPTED this [Date] day of [Month], 20XX.

[Name of Board Chair], Board Chair

[Name of CO], Corporate Officer

Proposed Zoning
Bylaw 3028, 2025
Schedule A

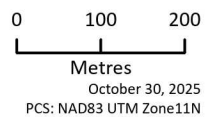
From: Country Residential (R2)
To: Light Industrial (M2)
PID: 014-675-838



- Subject Property
- Property Lines
- River
- Stream
- Highway
- Road

- Zoning Class**
- Agriculture (AG)
 - Community Services (CS)
 - Country Residential (R2)
 - Environmental Reserve (ER)
 - Light Industrial (M1)

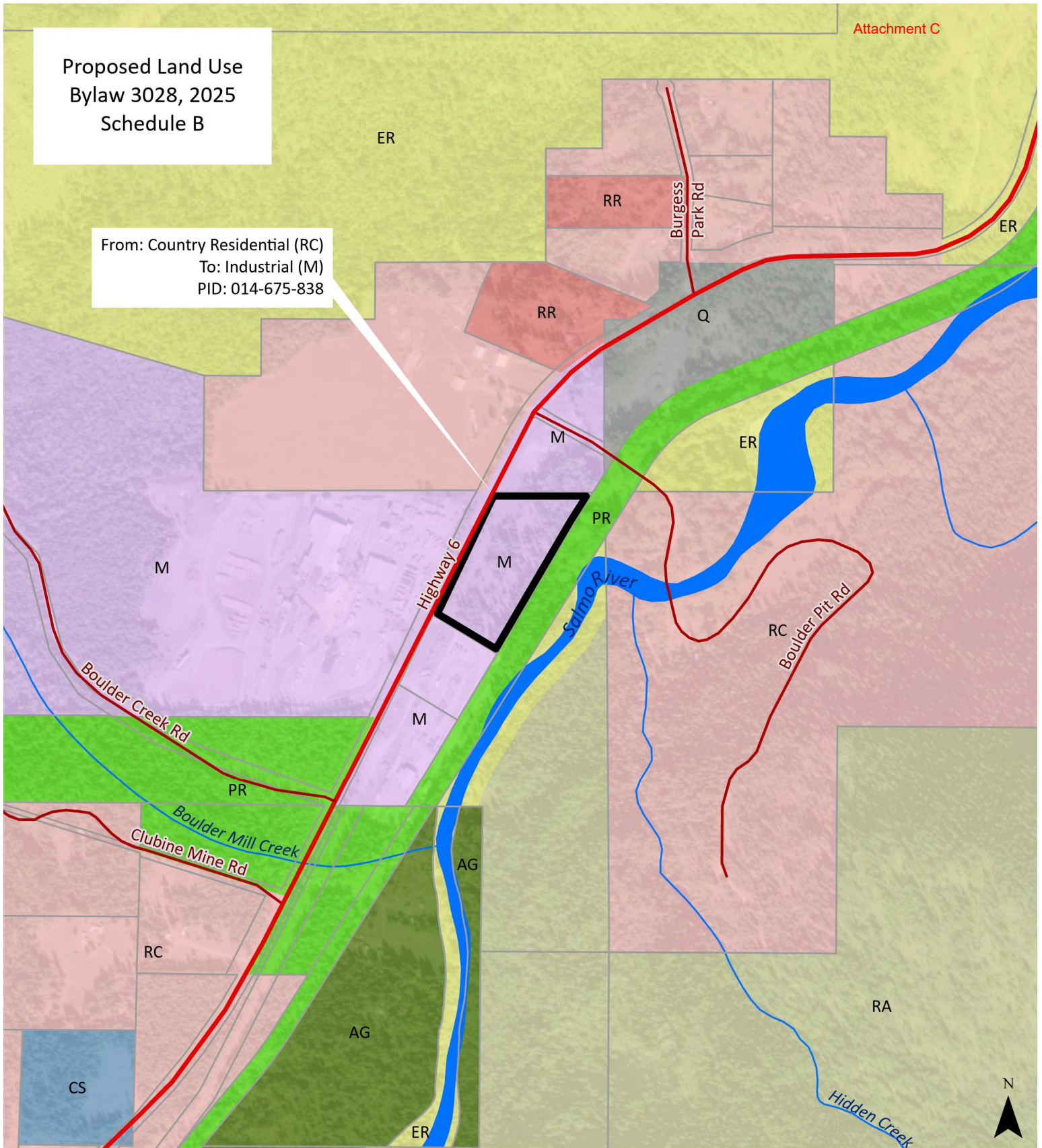
- Medium Industrial (M2)
- Park and Recreation (PR)
- Quarry (Q)
- Resource Area (RA)
- Rural Residential (R3)



The map data shown are approximate representations for reference only. The Regional District of Central Kootenay is not liable for any errors or omissions on this map nor any loss or damage resulting from the use of this map.

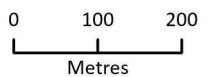
Proposed Land Use
Bylaw 3028, 2025
Schedule B

From: Country Residential (RC)
To: Industrial (M)
PID: 014-675-838



- Subject Property
- Property Lines
- River
- Stream
- Highway
- Road

- Land Use Designation**
- Parks and Recreation (PR)
 - Industrial (M)
 - Country Residential (RC)
 - Rural Residential (RR)
 - Environmental Reserve (ER)
 - Agriculture (AG)
 - Community Services (CS)
 - Quarry (Q)
 - Resource Area (RA)



October 30, 2025
PCS: NAD83 UTM Zone11N

The map data shown are approximate representations for reference only. The Regional District of Central Kootenay is not liable for any errors or omissions on this map nor any loss or damage resulting from the use of this map.



Committee Report

Date of Report: December 01, 2025
Date & Type of Meeting: December 10, 2025 – Rural Affairs Committee
Author: Sadie Chezenko, Planner 1
Subject: NON-FARM USE IN THE AGRICULTURAL LAND RESERVE
File: A2508B – Tilling
Electoral Area/Municipality: B

SECTION 1: EXECUTIVE SUMMARY

This report seeks the Board’s consideration of a Non-Farm Use application within the Agricultural Land Reserve (ALR) for the property at 1132 27th Avenue South in Erickson, Electoral Area B. The proposal is to allow a non-farm use, a coffee shop, to continue being operated on the subject property. The coffee shop was established in a farm building without a building permit in 2021, and the applicant has made this application to begin to seek retroactive compliance.

The proposal conflicts with RDCK policies designed to protect farmland. Permitting non-farm uses on agricultural lands can increase land speculation, reduce farm potential, and welcome future similar proposals. Approving this use, especially retroactively, risks contributing to the gradual loss or fragmentation of farmland.

For the reasons noted above, Staff recommend this application not be supported by the RDCK Board and not advanced to the Agricultural Land Commission (ALC) for further consideration.

SECTION 2: BACKGROUND/ANALYSIS

The Agricultural Land Reserve (ALR), is a provincial land use zone in which agriculture is recognized as the priority use. It was created in 1973 to preserve agricultural land and encourage the maintenance of farms as a secure food source. An Agricultural Land Commission (ALC) application is required when a property owner wants to use their ALR land for “Non-Farm Use.” In order for the applicant to be able to legally operate a coffee shop on the subject property, approval for this Non-Farm Use from the ALC is required.

GENERAL INFORMATION
Applicant: Cassidy Tilling
Property Owner: Grace and William (Don) Tilling
Property Location: 1132 27 TH Avenue South, Erickson
Legal Description: PARCEL B (REFERENCE PLAN 36491I) LOT 4 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 730B (PID: 011-958-065)
Property Size: 4.77 hectares
Current Zoning: Agriculture 1 (AG1) – Comprehensive Land Use Bylaw No. 2316, 2013
Current Official Community Plan Designation: Agriculture (AG) – Comprehensive Land Use Bylaw No. 2316, 2013

Site Context

The subject property is located in Erickson in Electoral Area ‘B’ approximately 3km southeast of downtown Creston. The property is in an agricultural area and is surrounded by other agricultural properties. This property

is classified as a farm by BC Assessment. It located on 27th avenue south which ends in a turn around approximately 200m south of the subject property.

The subject property and surrounding properties are entirely within the ALR. The parcel is zoned Agriculture 1 (AG1) and designated Agriculture (AG) under *Electoral Area 'B' Comprehensive Land Use Bylaw No. 2316, 2013* as are the neighbouring properties. The Baillie-Grohman Estate Winery neighbours the property at the south.

SURROUNDING LAND USES
North: Agriculture (within the ALR)
East: Agriculture (within the ALR)
South: Agriculture (within the ALR)
West: Agriculture (within the ALR)

The subject property is used for residential, agricultural and commercial purposes.

The property has been developed with a principal and secondary residence. It has also been developed with an accessory building which is used for storage as well as a home-based business office for the property owners' company, True Build Contractors. There is a driveway that runs along the northern portion of the property towards the back of the parcel which is used to access the principal residence. Most of the parcel is used for agricultural purposes including growing cherries, grape vines and flowers. The flowers are sold on site in another building containing a flower shop called "Brittany's Flower Farm." The sale of flowers from the farm is a permitted use under the zoning bylaw and ALC regulations.

In addition to the flower shop, that same building has also been established as a coffee shop called "Good Company Coffee." This building was originally an agricultural storage building that was illegally converted to accommodate the flower and coffee shop. The flower shop and the coffee shop are connected and there is a large patio with seating for customers of these businesses. There is also a parking area near the front of the lot that can accommodate approximately 27 vehicles.

The building that houses the coffee shop and flower shop was constructed without a building permit. The building permit process allows new buildings to be reviewed to ensure compliance with Canadian Health and Safety Standards, as well as the BC Building Code, and other applicable Codes and RDCK Bylaws. As such, important aspects of the buildings safety and suitability was not confirmed prior to use. Further, aspects of the building such as structural safety, fire safety, plumbing and sanitation and mechanical systems were not confirmed prior to the public being invited into this building.

A coffee shop is not a permitted use on this property, and the establishment of the coffee shop is in contravention of the community's Official Community Plan and Zoning regulations as well as Agricultural Land Commission regulations. The following applications would be required to lawfully establish a coffee shop on the subject property:

- An approved ALC Non-Farm Use application
- An approved RDCK Land Use Bylaw Amendment application
- A completed Building Permit application

The current property owners were issued a letter from the Agricultural Land Commission (ALC) in 2009 which identified that a different Non-Farm Use (cabinet making and storage and sales of lumber) was operating on the property and that if the property owners wanted to continue that use, that they would need to submit a Non-

Farm Use application to the ALC to have that considered. The above noted Non-Farm Use issue appears to have since been resolved. The letter from the ALC also stated the following:

“Please be advised that section 20 of the *Agricultural Land Commission Act* states “A person must not use agricultural land for a non-farm use unless permitted by this Act, the regulations or an order of the commission.”

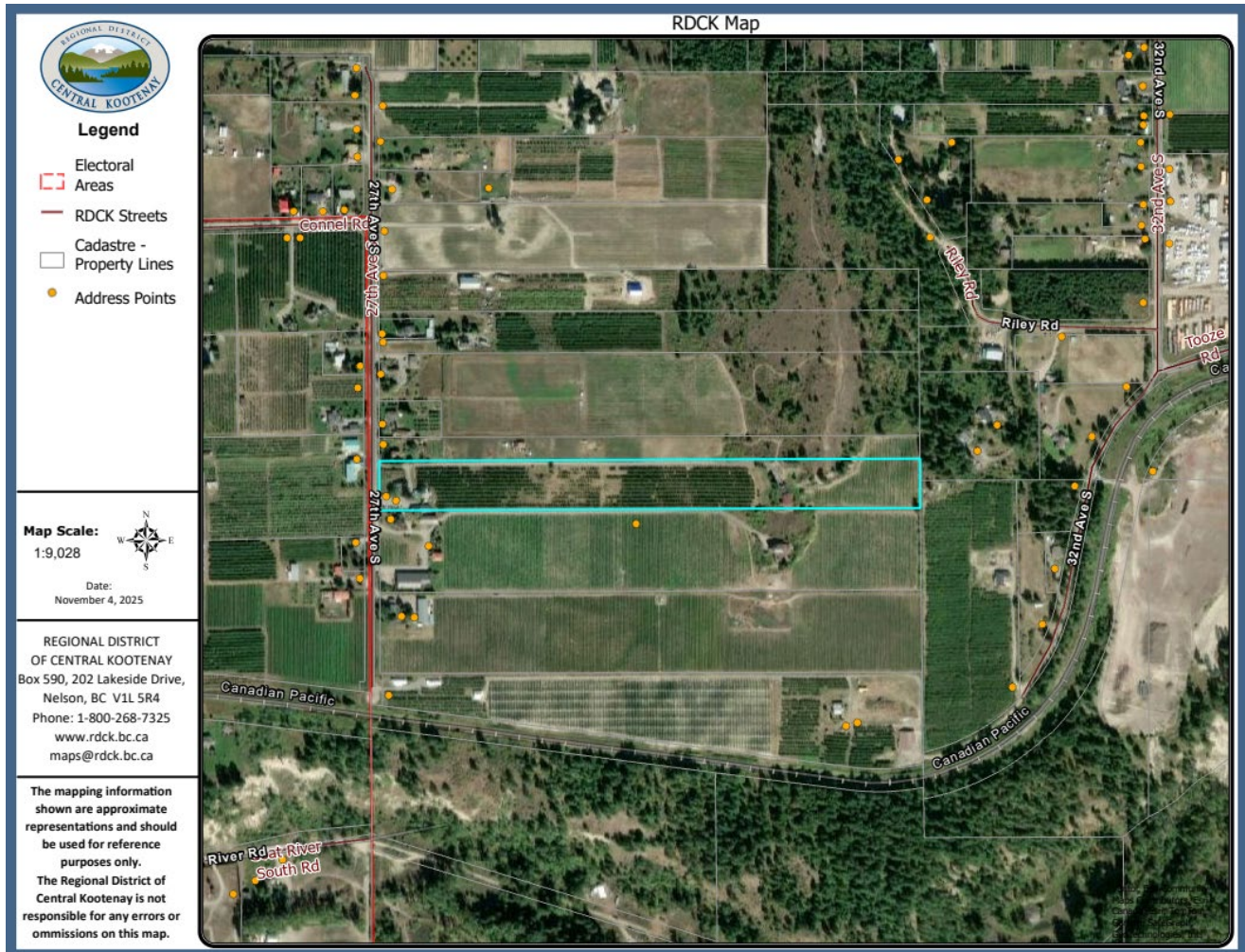


Figure 1: Subject Property



Figure 2: Google Imagery Area Context

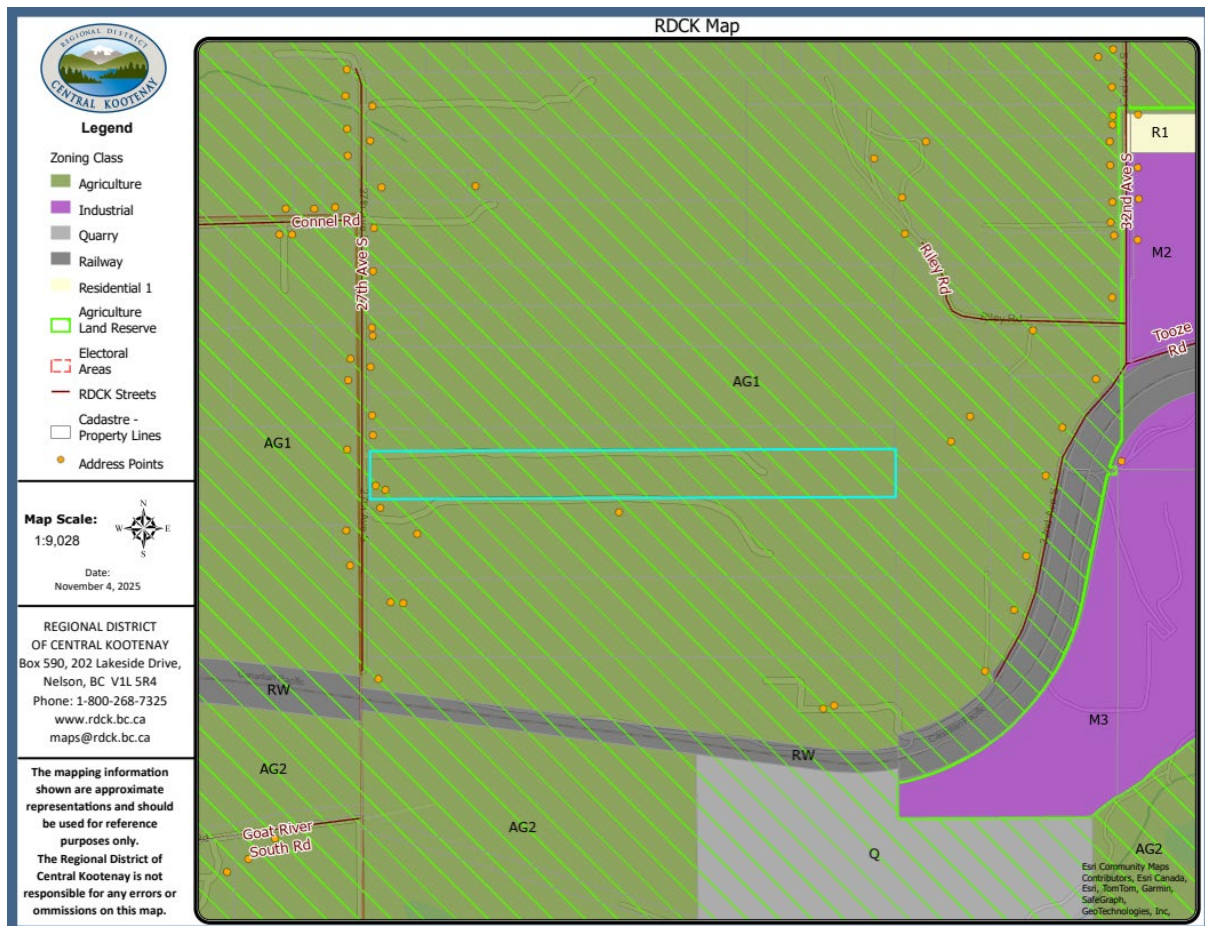


Figure 3: RDCK Zoning and ALR Map

Development Proposal

This application is to consider a Non-Farm Use within the ALR which has been established without seeking the required RDCK and ALC approvals. The applicant is now seeking retroactive approval to continue operating her coffee shop business, Good Coffee Company, on the subject property.

The applicant indicated that she has been operating the business on the subject property since 2021. The property owner noted that he chose to construct the building, which was previously a storage building for agricultural equipment, without obtaining a building permit or a bylaw amendment or ALC non-farm use approval because he felt that it was unlikely that the ALC would approve the non-farm use on the property.

In addition, the property owner, who owns a contracting company, stated that he had another planned construction project fall through at that time and wanted to continue to provide work for his employees, and as such, decided to proceed with the construction of this building without seeking the necessary approvals as he felt that was the best option to keep his staff employed. Staff note that a property owner cannot be issued a building permit for a use that the zoning does not permit.

Recently, the RDCK received complaints regarding the operation. Upon investigation, the RDCK confirmed various compliance issues with both RDCK and ALC regulations as noted earlier in this report. In response to the compliance and safety issues, the owners/applicant are now in the process of seeking retroactive compliance.

The coffee shop and the flower shop are contained within one shared building that is approximately 84m² (904sqft) in size. There is also a 93m² (999sqft) patio attached to the building. Between the interior and exterior areas, there are 67 seats available for customers. The applicants have indicated that these spaces are shared by customers of both businesses and that typically the combined coffee shop/flower shop serves about 80 customers a day.

There is also a large parking area near the front of the lot that can accommodate approximately 27 vehicles and is approximately 800m² (8611sqft) in size. This parking area was previously planted and used for agriculture by the previous owner and appears to have been used for the outdoor storage of materials by the current owners since prior to 2010. The applicant stated that this area, which is currently used for parking has one spot which is used in association with the contractor's office and the rest are available for the flower shop and coffee shop customers. Between the building, patio and the parking area, approximately 0.1ha of the property is used to support the coffee shop/flower shop. Photos of the site and buildings are shown below. Building and patio layouts are also shown below.

The applicant indicated that the primary purpose of the coffee shop is to support flower sales by drawing more visitors to the farm and offering more farm made products.

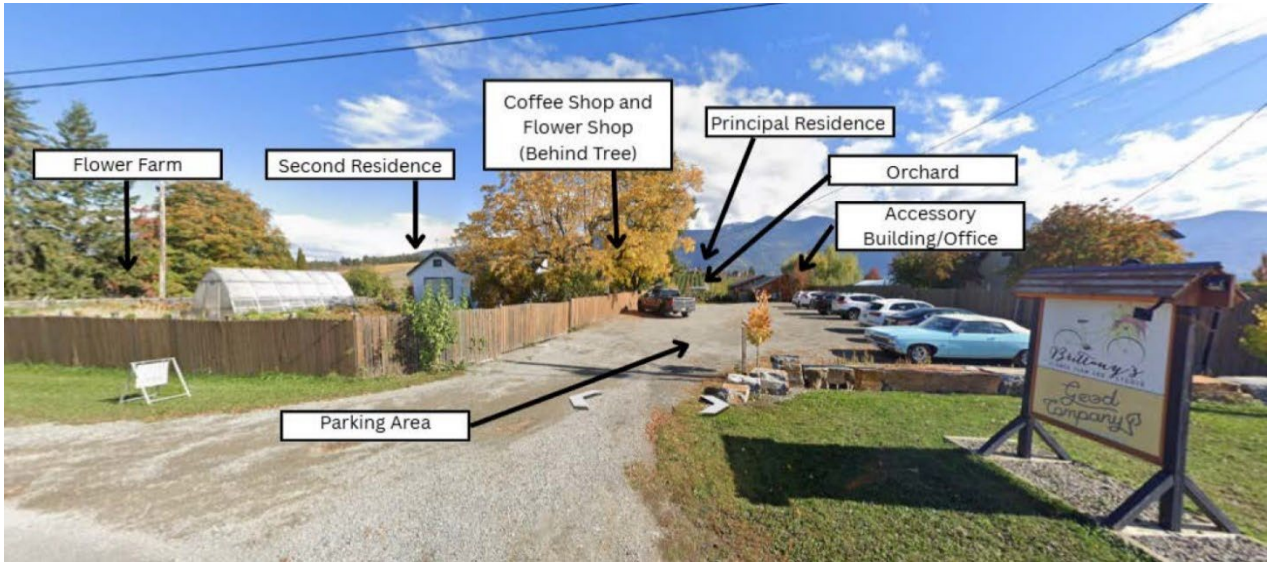


Figure 4: View of Property from 27th Ave



Figure 5: Coffee Shop, Flower Shop and Patio



Figure 6: Flower Shop and Shared Seating Area



Figure 7: Coffee Bar



Figure 8: Coffee Shop and Shared Seating Area



Figure 9: Coffee Shop Side Entrance



Figure 10: Patio and View of Principal Residence and Orchards



Figure 11: Flower Farm

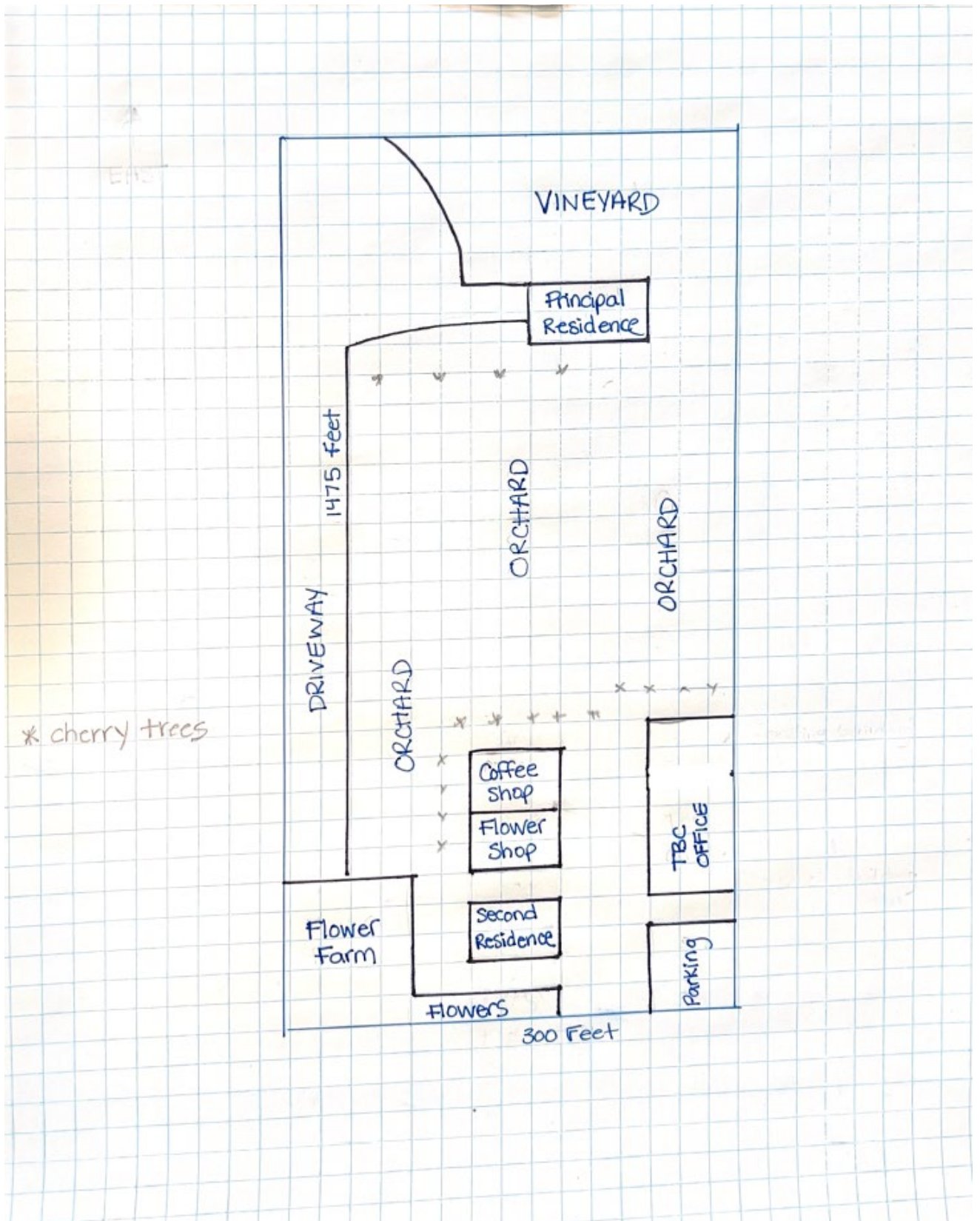


Figure 12: Site Plan

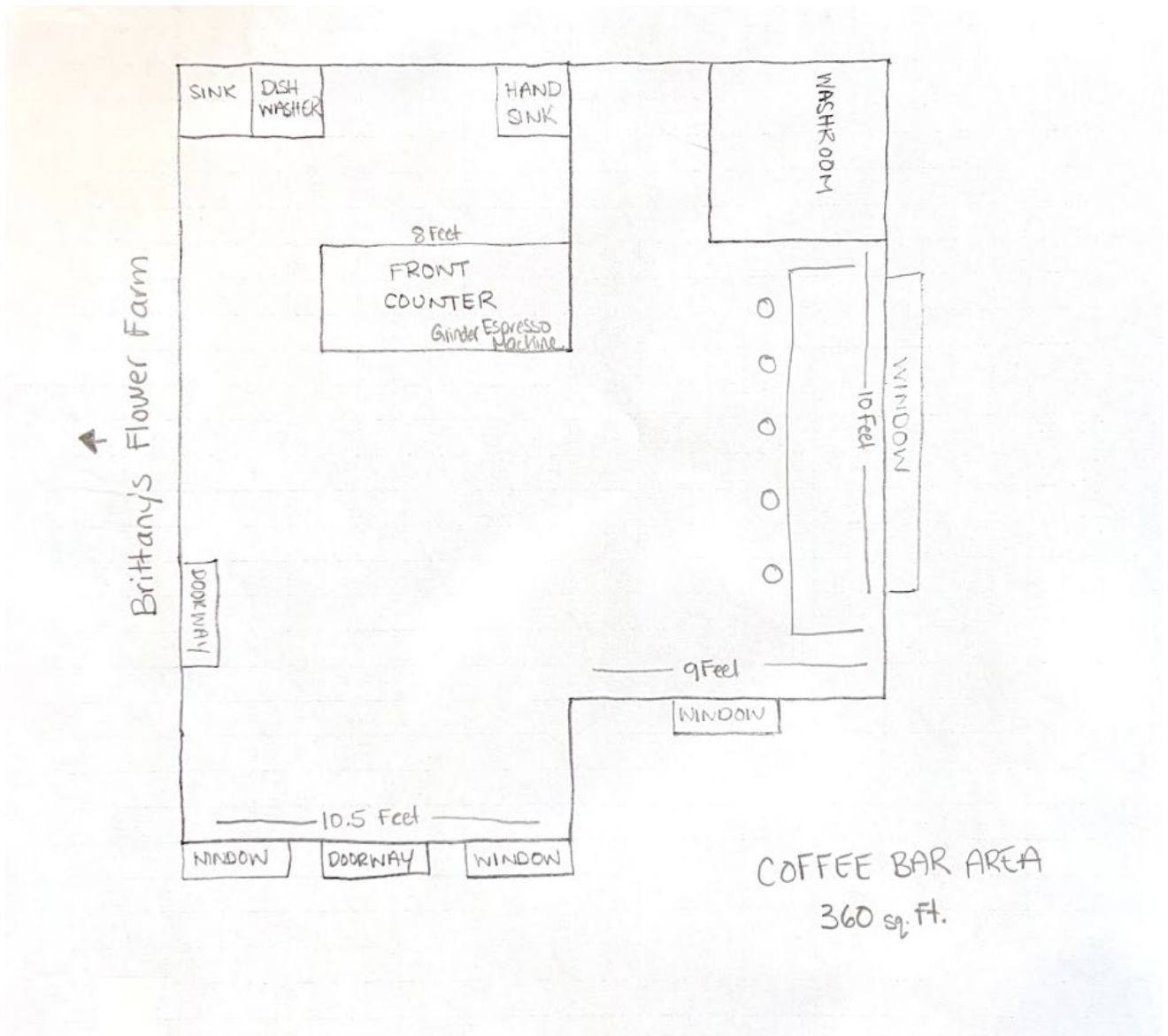


Figure 13: Coffee Bar Layout

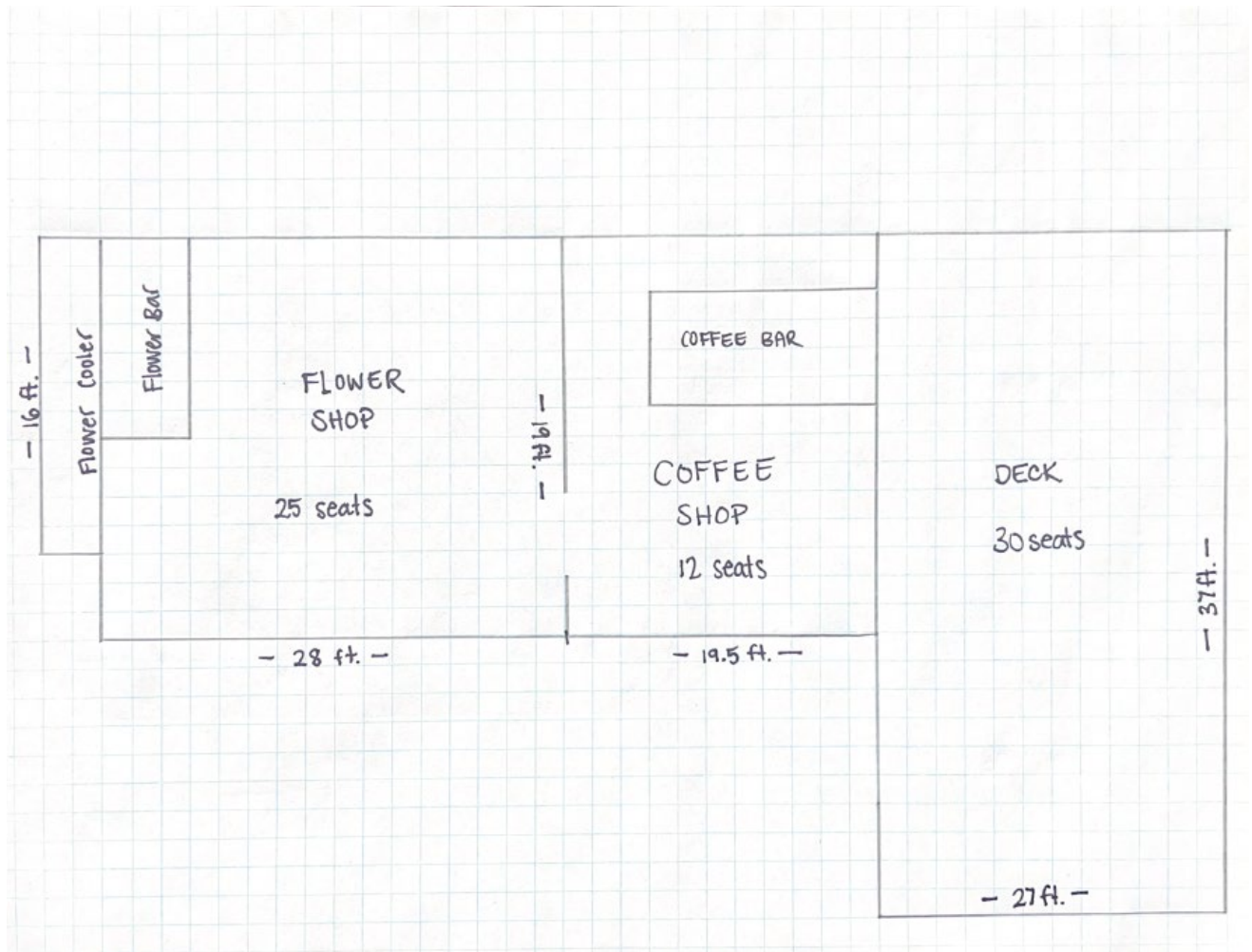


Figure 23: Flower Shop/ Coffee Shop Building and Deck Layout

Planning Policy

Official Community Plan (OCP)

The OCP notes that this area is one of the richest agricultural areas of the Province, with lands being used for fruit production, wineries, produce, dairies, livestock, nurseries and greenhouses and other associated agricultural activities. Agriculture is also a basis for tourism and industry in the area. Many lands within the ALR are used for rural residential and country residential purposes with small market gardens that can be an important contributor to local food production. Further it notes that the amount of designated and undesignated land that is in agricultural production in the rural area is an important factor in developing a secure local food system. Relevant objectives and policies from the OCP are included below.

Agriculture Objectives

1. To preserve and promote the use of agricultural land for current and future agricultural production, and to protect this land from uses which are inconsistent with agricultural use or are incompatible with existing agricultural uses in the area.
2. To encourage the agricultural sector's viability by pursuing supportive land use policies within and adjacent to farming areas and to ensure adequate water and land resources for agricultural purposes with recognition of the importance of local food production.

3. To support agricultural land use practices that do not adversely affect the surrounding environment nor compromise the capability of the land for future food production.
4. To support agricultural land use practices within and adjacent to farming areas that seek to minimize conflicts between agriculture and other land uses.
5. To support a strategy for diversifying and enhancing farm income by creating opportunities for uses secondary to and related to agricultural use.

Agricultural Policies

The Regional Board:

1. Directs that the principal use of land designated 'Agriculture' shall be for agricultural use
2. Supports that all new land use and subdivision of land within the ALR shall be in accordance with the provisions of the Agricultural Land Commission Act, associated regulations, orders and decisions of the Provincial Agricultural Land Commission (ALC).
3. Supports the use of minimum and maximum setback distances for residential development and the clustering of built structures on agricultural lands to reduce the impact to agricultural potential and operations.
4. Will encourage food processing activities within the Plan area, and uses secondary to, and complementary to agricultural production; such as market gardens, agri-tourism, farmers markets and farm gate sales.

General Commercial (GC) Policies

The Regional Board:

1. Will encourage the development of neighbourhood commercial areas where appropriate and where the majority of residents in the affected areas have been consulted and are in support of such developments; ensuring the design of such developments is compatible with surrounding land uses.
2. Supports that requirements for screening or landscaping be incorporated into the design of new commercial developments other than home based.
3. Will consider the provision of reduced parking in lieu of providing additional amenities to facilitate other modes of transportation such as walking, cycling and transit loading areas in keeping with existing rural form and character.
4. Recognizes the commercial and service center role of the Town of Creston and selected areas within the unincorporated communities of Kitchener, Canyon, Lister, Erickson and Arrow Creek; therefore commercial development in the Plan area will primarily be oriented toward serving local community needs and tourist and traveler needs.

Zoning Bylaw

The subject property is zoned Agriculture 1 (AG1). The zoning currently permits agriculture, activities designated as "farm use" and single detached housing as some of the permitted principal uses. A coffee shop is not a permitted principal or accessory use on the property.

Agricultural Area Plan

The Regional District's 2011 Agricultural Area Plan (AAP) seeks to ensure that the agricultural capability of the RDCK is realized and protected. The AAP reflects the priorities and needs identified by residents. The Plan's recommendations address all sizes and forms of farm operations. Several issues facing farmers and food producers in the region were identified through public consultation when the AAP was developed. Relevant to this application; the AAP identified the ongoing loss of farmland as an issue. In addition, the report made

several recommendations which address agricultural viability, capability and a secure food supply. The recommendations relevant to this application are listed below:

CAPABILITY RECOMMENDATION #3 It is recommended that the RDCK encourage the protection of agricultural land where appropriate, through the Official Community Plan process and other land use planning tools.

CAPABILITY RECOMMENDATION #10 It is recommended that the RDCK encourage the Agricultural Land Commission to update their ALR decision making guidelines incorporating criteria that acknowledges the unique characteristics of this region and the productive capabilities of smaller parcels.

Agricultural Land Use Inventory

The RDCK’s Agricultural Land Use Inventory, 2016 (ALUI) was developed for the purpose of building a common understanding of agriculture within the RDCK. 23% of ALR parcels were used for farming and 77% were not used for farming. Farming activities include forage and pasture, cereals and oilseeds, and tree fruits.

The ALUI identifies that the Creston Valley is one of the most productive agricultural regions in the district and will continue to be the hub of agriculture. The report emphasizes that “ensuring the ALR is left intact for future farming is essential to ensure land is available for agriculture in a changing future world.”

Agricultural Capability Rating

Not all agricultural lands created equal in terms of the types of agriculture they can support. In BC, there is a classification system for rating agricultural capability that ranges from Class 1 to Class 7. The best agricultural lands are rated Class 1 because they have the ideal climate and soil to allow a farmer to grow the widest range of crops. Class 7 is considered non-arable, with no potential for soil bound agriculture. As the class numbers increase from Class 1 to Class 7, the range producible of crops decreases.

The subject property’s agricultural capability rating is primarily Class 1 with some Class 2, 4 and 5 areas as shown below:

Area	Land Capability Class	Unimproved Rating	Rating
~3.0 ha	7:1~3:2D	n/a	70% Class 1 30% Class 2D
~1.77 ha	n/a	6:4T~4:5TM	60% Class 4T 40% Class 5TM

Limitation Subclass	Description
T	Topography
D	Undesirable Soil Structure
M	Soil moisture deficiency

Soil Class	Description
Class 1	Land in this class either has no or only very slight limitations that restrict its use for the production of common agricultural crops

Class 2	Land in this class has minor limitations that require good ongoing management practises or slightly restrict the range of crops, or both.
Class 4	Land in this class has limitations that require special management practises or severely restrict the range of crops, or both.
Class 5	Land in this class has limitations that restrict its capability to producing perennial forage crops or other specially adapted crops.

Soil Type

The Soil Resources of the Nelson Area published by the BC Ministry of Environment categorizes soils having similar agriculturally important characteristics into ‘soil association descriptions’. The subject property is composed of soils from the Lister and Creston Association. A description of the agricultural management implications for the Lister Association is included below:

Soil Class	Description
Lister	Lister soils are mostly arable and are good “dry-farming” soils. Their high soil water holding capacities diminish the need for irrigation for most crops. The main limitations are adverse topography and poor soil structure.
Creston	The areas occupied by Creston soils have favourable climatic characteristics and are very productive agriculturally when irrigated. The Creston soils are particularly suited for tree fruits and presently most of the orchards in the Creston area are located on these soils. These productive soils should be retained for agricultural production.



Figure 13: Soil Associations

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Public/Gov’t Approvals Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

The applicant has paid the \$750 referral fee pursuant to the Planning Procedures and Fees Bylaw No. 2457, 2015. The applicant has also paid the \$2000 surcharge for development applications resulting from bylaw enforcement action pursuant to the Planning Procedures and Fees Bylaw No. 2457, 2015.

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

The application was processed in accordance with the Planning Procedures and Fees Bylaw No. 2457, 2015.

Agricultural Land Commission Act (ALCA)

The ALCA defines the term “farm use” as the following:

- a) “Farm Use” means an occupation or use of agricultural land for
 - i. farming land, plants, mushrooms, truffles or animals,
 - ii. a farm operation as defined in the [Farm Practices Protection \(Right to Farm\) Act](#), or
 - iii. a purpose designated as a farm use by regulation, and
- b) does not include a residential use or a soil or fill use;

Further, the ALCA outlines the requirements for the non-farm use of land within the ALR as shown below:

- a) A person must not use agricultural land for a non-farm use unless permitted under section 25 or 45 or the regulations.
- b) A person may apply to the commission for permission under section 25 for a non-farm use of agricultural land if the person
 - i. is an owner of the agricultural land, or
 - ii. has a right of entry, granted under an enactment, to the agricultural land.

As per Section 25(1) of the Act, when making a decision on a use application in the ALR the Agricultural Land Commission may do one of the following:

- (a) refuse permission;
- (b) grant permission;
- (c) grant permission for an alternative non-farm use.

Section 25(3) of the ALCA states that a use application may not proceed to the ALC unless authorized by resolution of the local government. Section 34 states that a local government may include comments and recommendations regarding an application should it resolve to forward the application to the ALC.

Agricultural Land Reserve Use Regulation

The Division 2, Section 12 of Agricultural Land Reserve Use Regulation identifies what activities constitute as “agri-tourism” and are excerpted below. Note that a coffee shop does not meet the definition of agri-tourism.

Agri-tourism

- 1) The use of agricultural land for conducting an agri-tourism activity described in subsection (2) of this section is designated as a farm use and may not be prohibited as described in section 4 if all of the following conditions are met:
 - a) the activity is conducted on agricultural land that is classified as a farm under the [Assessment Act](#);
 - b) members of the public are ordinarily invited to the activity, whether or not a fee or other charge is payable;
 - c) no permanent facilities are constructed or erected in connection with the activity.
- 2) The following are agri-tourism activities for the purposes of subsection (1):

- a) an agricultural heritage exhibit displayed on the agricultural land;
- b) a tour of the agricultural land, an educational activity or demonstration in respect of all or part of the farm operation conducted on that agricultural land, and activities ancillary to any of these;
- c) cart, sleigh and tractor rides on the agricultural land;
- d) subject to section 9 [*horse facilities*], activities that promote or market livestock raised or kept on the agricultural land, whether or not the activity also involves livestock raised or kept elsewhere, including shows, cattle driving and petting zoos;
- e) dog trials held on the agricultural land;
- f) harvest festivals and other seasonal events held on the agricultural land for the purpose of promoting or marketing farm products produced on that agricultural land;
- g) corn mazes prepared using corn produced on the agricultural land on which the activity is taking place.

3.3 Environmental Considerations

None anticipated.

3.4 Social Considerations:

The RDCK has received several letters from the public regarding Good Company Coffee. These letters are attached to this report as Attachment B.

3.5 Economic Considerations:

The RDCK received an email from Brittany Tilling, the proprietor of Brittany's Flower Farm which operates from the same building as the coffee shop. Brittany notes in her email that flower sales increased with the addition of the coffee shop and further that the coffee shop has "made our farm more sustainable by creating a reliable source of income that supports us even in years when crops fail, and during seasons when flower sales are lower." The full correspondence is attached as Attachment C.

3.6 Communication Considerations:

The ALC does not require public notification for applications to conduct a non-farm use within the ALR. In accordance with the Planning Procedures and Fees Bylaw No. 2457, 2015 the application has been referred to specified referral agencies comment. Brief responses that were received are included below and longer responses received are attached to this report as Attachment D.

Creston Valley Agricultural Advisory Commission (CVAAC)

CVAAC supported the non-farm use application

Ktunaxa Nation

No concerns

Ministry of Agriculture and Food

See Attachment D

RDCK Building Services

The building department has received a building permit application for the existing building. The use proposed is currently located in a building that has not been issued a building permit and or an approved final inspection.

RDCK Water Services

1132 27th Ave is correctly billed for multiple dwellings and the coffee shop. They also paid the capital infrastructure charge. There are no water service requirements.

Shuswap Band

See Attachment D

3.7 Staffing/Departmental Workplace Considerations:

The proposal is considered under the operational requirements of Planning Services.

3.8 Board Strategic Plan/Priorities Considerations:

The Board Strategic Plan has as an area of focus of “supporting our local agriculture and food security.”

SECTION 4: SUMMARY

Planning Discussion

Agricultural land is a valuable and limited resource. Only 2.5% of the RDCK’s land is suitable for agriculture and even less is prime agricultural land with suitable climate and soil to allow the growth of a wide range of crops. Agricultural land is important to protect because it provides a limited and irreplaceable resource for growing food, supports the local economy, and helps ensure long-term food security. Once converted to non-farm uses, farmland is rarely recovered, so safeguarding it preserves essential resources and options for future generations. Restricting non-farm uses in the ALR contributes to reduced land speculation and ultimately, the cost of operating a farm business.

When considering a proposal to allow a non-farm use on agricultural land, staff consider various aspects of the proposal including if there is a benefit to agriculture. The applicant indicated that the coffee shop’s primary purpose is to support the flower farm and flower sales by “drawing more visitors to the farm and offering more farm made products.” The flower shop owner has stated that since the coffee shop has been in business her sales have increased and that since the coffee shops recent closure, her sales have decreased. The applicant also stated that some coffee drinks incorporate ingredients grown on the subject property such as lavender and mint and also noted other products sold at the coffee shop are supplied by local producers. Public feedback on the agricultural benefit of the coffee shop was also received.

Staff find credible that the presence of the coffee shop enhances the viability of the flower farm by drawing more customers to the property. Staff also note the direct benefit to the neighbouring Christmas tree farm who plan to see their trees on the subject property and the benefits of selling other local agricultural products in the coffee shop. The other agricultural benefits that were asserted by the community and applicant are more diffuse and less easily evaluated for their accuracy and impact.

Staff note that the public submissions also identified several non-agricultural community benefits attributed to the coffee shop. According to respondents, the business creates local employment, attracts visitor spending, supports artisans and performers, and hosts well-attended community events such as pet-adoption cafés. The shop is described as an important social gathering space that strengthens community connections, contributes to the local tourism sector, and enhances overall quality of life.

The applicant and some members of the public have indicated there is an agricultural and social benefit to Good Company Coffee operating on the parcel. Further, the Creston Valley Agricultural Advisory Commission also supported the proposal. Conversely, the Ministry of Agriculture and Food noted that activities such as this coffee shop are “more appropriately located in a commercially zoned area that is not within the ALR.” They also note the concern “about multiple non-farm businesses operating on the Subject Property and raising expectations for other farms to operate commercial businesses within the ALR”.

Ultimately, Staff recommend this application not be supported by the RDCK Board and not be advanced to the Agricultural Land Commission (ALC) for further consideration. The rationale for this position is as follows:

- for those reasons expressed by the Ministry of Agriculture and Food (see section above)
- the application conflicts with policies and objectives in the OCP for this area as well as the RDCK Agricultural Plan, which:
 - encourages that the principal use of land designated ‘Agriculture’ shall be for agricultural use
 - seeks to protect this land from uses which are inconsistent with agricultural use or are incompatible with existing agricultural uses, and
 - direct commercial activities to areas where appropriate in order to minimize conflicts of use

The applicant has established and operated this business illegally for approximately four years. In that time, she established what appears to be a successful business and—based on statements from the applicant and some members of the public—an important social hub for the community. Given the importance of these types of places to foster social cohesion and build community, it is hoped that they are able to continue operating that business, albeit in a location more appropriate for it, as opposed to on this site.

Options

Option 1

That the Board NOT SUPPORT application A2508B for the purposes of a Non-Farm Use in the ALR proposed by Cassidy Tilling for the property located at 1132 27TH Avenue, Erickson, Electoral Area ‘B’ and legally described as PARCEL B (REFERENCE PLAN 36491I) LOT 4 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 730B (PID: 011-958-065).

and that the Board directs Staff to NOT ADVANCE the subject application to the Agricultural Land Commission for consideration.

Option 2

That the Board PROVIDE NO COMMENT on application A2508B for the purposes of a Non-Farm Use in the ALR proposed by Cassidy Tilling for the property located at 1132 27TH Avenue, Erickson, Electoral Area ‘B’ and legally described as PARCEL B (REFERENCE PLAN 36491I) LOT 4 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 730B (PID: 011-958-065).

and that the Board directs Staff to ADVANCE the subject application to the Agricultural Land Commission for consideration.

Option 3

That the Board SUPPORT application A2508B for the purposes of a Non-Farm Use in the ALR proposed by Cassidy Tilling for the property located at 1132 27TH Avenue, Erickson, Electoral Area ‘B’ and legally described as PARCEL B (REFERENCE PLAN 36491I) LOT 4 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 730B (PID: 011-958-065).

and that the Board directs Staff to ADVANCE the subject application to the Agricultural Land Commission for consideration.

SECTION 5: RECOMMENDATIONS

That the Board NOT SUPPORT application A2508B for the purposes of a Non-Farm Use in the ALR proposed by Cassidy Tilling for the property located at 1132 27TH Avenue, Erickson, Electoral Area ‘B’ and legally described as PARCEL B (REFERENCE PLAN 36491I) LOT 4 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 730B (PID: 011-958-065).

and that the Board directs Staff to NOT ADVANCE the subject application to the Agricultural Land Commission for consideration.

Respectfully submitted,

Originally signed by

Sadie Chezenko, Planner

CONCURRENCE

Planning Manager – Nelson Wight **Approved**

General Manager Development & Sustainability – Sangita Sudan **Approved**

Acting Chief Administrative Officer – Joe Chirico **Approved**

ATTACHMENTS:

Attachment A – ALC Application

Attachment B – Public Correspondence

Attachment C – Brittany Tilling Correspondence

Attachment D – Agency Responses



Provincial Agricultural Land Commission - Applicant Submission

Application ID: 105753
Application Type: Non-Farm Uses within the ALR
Status: Submitted to L/FNG
Name: Tilling et al.
Local/First Nation Government: Central Kootenay Regional District

1. Parcel(s) Under Application

Parcel #1

Parcel Type Fee Simple
Legal Description PARCEL B (REFERENCE PLAN 36491I) LOT 4 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 730B
Approx. Map Area 4.75 ha
PID 011-958-065
Purchase Date Mar 3, 2006
Farm Classification Yes
Civic Address 1132 27th Ave S Creston BC V0B 1G1
Certificate Of Title State of Title Certificate.pdf

Land Owner(s)	Organization	Phone	Email	Corporate Summary
Grace Tilling	Not Applicable			Not Applicable
William Tilling	Not Applicable			

rs.ca

2. Other Owned Parcels

Do any of the land owners added previously own or lease other parcels that might inform this application process? No

3. Primary Contact

Type Third-Party Agent
First Name Cassidy
Last Name Tilling
Organization (If Applicable)
Phone
Email

4. Government

Local or First Nation Government: Central Kootenay Regional District

5. Land Use

Land Use of Parcel(s) under Application

Describe all agriculture that currently takes place on the parcel(s). 2.4 hectares of the parcel is planted in cherries
 1.2 hectares of the parcel is planted in grape vines
 0.4 hectares of the parcel is planted in flowers

Describe all agricultural improvements made to the parcel(s). In 2006 2.4 ha of land was planted in cherry trees, 2018 there was 1.2 ha of land planted in grapes and as well as 0.4 ha of land converted to a flower farm. Every viable portion of the land that can be used for agriculture has been planted with crops.

Describe all other uses that currently take place on the parcel(s).

On the south-west end of the parcel, there is a building currently used by True Build Contractors and Brittany's Flower Farm primarily for storage and office purposes. The property also includes a main residence and a secondary residence, both of which support the operations of the flower farm and provide living space for those managing the farm.

Land Use of Adjacent Parcels

	Main Land Use Type	Specific Activity
North	Agricultural / Farm	Grapes
East	Agricultural / Farm	Cherries
South	Agricultural / Farm	Grapes
West	Agricultural / Farm	Apples

6. Proposal

How many hectares are proposed for non-farm use?

0.1 ha

What is the purpose of the proposal?

We are applying for a non-farm use designation to help sustain and grow our flower farm while supporting the broader agricultural community in our valley. Our proposal is to operate a small coffee bar that highlights and incorporates locally produced agricultural products.

The coffee bar is designed to complement Brittany's Flower Farm by drawing more visitors to our flower shop, increasing flower sales, and creating greater awareness of the unique agricultural opportunities in our region. Currently, we grow approximately 65% of the flowers we sell, offering them directly to customers on-site. In addition, the coffee bar already integrates ingredients from our farm—such as lavender and mint—into specialty coffee drinks, while also sourcing milk, honey and other products from local producers.

By establishing this coffee bar, we aim to:

- Strengthen agritourism in the valley
- Showcase the diversity of local farming practices
- Create meaningful connections between consumers and the land
- Collaborate with and support neighboring farmers

Importantly, the coffee bar will not remove or diminish land that could otherwise be used for agricultural purposes. Instead, it will enhance the visibility and viability of local agriculture, drawing more attention to the incredible farming taking place both on our property and throughout the surrounding communities.

Could this proposal be accommodated on lands outside of the ALR?

This proposal can only be realized on ALR land, as its primary purpose is to support flower sales by drawing more visitors to the farm and offering more farm made products. The coffee bar is intentionally designed to complement the flower shop, creating a welcoming space where customers can enjoy a coffee while purchasing locally grown flowers.

Does the proposal support agriculture in the short or long term?

This proposal directly supports the agriculture already taking place on our land as well as on surrounding farms in the valley. All of the flowers we grow are sold through our farm shop, and our coffee drinks incorporate ingredients we produce on-site, such as lavender and mint. Looking ahead, the proposal also contributes to the long-term growth of local agriculture by strengthening the agritourism industry. By offering visitors a place to enjoy a coffee within a cherry orchard, beside a vineyard, and surrounded by flowers grown on our farm, we create a unique experience that deepens people's appreciation, understanding, and awareness of agriculture in our valley. By having a coffee bar within Brittany's Flower Farm, we will provide a vital source of revenue to help sustain the farm, especially after two consecutive years of no cherry and grape crops. As our business continues to grow, we plan to further expand our farm to include more crops that can be used in our coffee drinks, such as strawberries and raspberries.

Proposal Map / Site Plan

Site Plan:Coffee Bar.pdf

Do you need to import any fill to construct or conduct the proposed Non-farm use?

No

7. Optional Documents

Type	Description	File Name
Photo of the Application Site	View of orchard beside coffee bar building	Orchard beside Coffee bar.pdf
Photo of the Application Site	Flower Farm	Flower Farm #1.pdf

Photo of the Application Site

Google Earth Map

Map #1 google earth.png

[stoke]

11/03/2025

To Whom It May Concern:

My name is Alistair Laing with Stoke Cold Pressed Juice. I want to give you some insight into how our relationship with Good Company Coffee supports Creston Agriculture.

What does a cold pressed juice company even mean? It means we upcycle produce into a ready to drink juice product. Stoke uses apples for many of our drinks' main base ingredients, and we are fortunate that locally we can source great apples. These are mostly apples that would otherwise be discarded as they are too small, too big, or have blemishes but are perfect for juicing. Creston, as you probably know has lots of apples and we are proud to purchase them and turn them into something special.

But no matter how many apples Stoke is saving or how much great juice we can make, we must have a retail partner to sell it. That is where Good Company Coffee comes in. With their warm and welcoming shop we find the perfect market for Stoke Juice, I mean the view is of an orchard does it get any better? With our partnership we are able to help reduce local food waste, provide a healthy product to the community, and empower local entrepreneurs. I encourage this board to do the same and keep a local business going that supports the Creston community in so many ways beyond an amazing cup of coffee.

Cheers,

*Alistair Laing
Owner
Stoke Juice*

November 4th, 2025**Support for Good Company Coffee**

To Whom It May Concern,

I am writing to express my support for our local coffee shop, Good Company Coffee, which was recently shut down on September 15th, 2025. I respectfully ask that the RDCK advocate for and support its immediate reopening.

Located in Erickson, at the heart of Creston's vibrant orchards, flower farms, vineyards, and fruit stands, Good Company Coffee has played an important role in strengthening our local agricultural community. The café provides a welcoming space where residents and visitors alike can experience local agriculture firsthand.

When Brittany's Flower Farm introduced the coffee bar, it created a sustainable model that not only promoted its own flower sales but also showcased the products of other local farms. Good Company Coffee has since become a hub for collaboration—connecting farmers, artisans, and community members in a way that supports both agriculture and agri-tourism. The business's commitment to community is evident in the jobs it provides, the partnerships it fosters with local vendors, and its ongoing support for local charities and events.

To overlook the positive impact that Good Company Coffee has had on our local agri-tourism would be a great loss to the community. Agriculture depends on local vendors and businesses to thrive, and at a time when farming is increasingly difficult to sustain, it is vital that we uplift initiatives like this—ones that celebrate agriculture, strengthen community connections, and support the farmers who help our valley flourish.

Good Company Coffee is an integral part of our community, and its return would greatly benefit the entire Creston Valley.

Thank you for your time and consideration.

Yours Sincerely,

Myran Hagenfeldt
Managing Director / Owner



Baillie-Grohman Estate Winery
1140 27th Ave S, Creston - BC V0B 1G1

From: [REDACTED]
To: [Planning](#)
Subject: Support for Good Company Coffee – Community and Agricultural Value
Date: Monday, November 3, 2025 7:01:49 AM

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Dear RDCK Planning Department,

My wife Gillian and I are writing to express our strong support for Good Company Coffee and to ask that their café operations be permitted to continue as part of the Creston Valley's broader agricultural and community landscape.

Good Company Coffee is not just a café; it is a community hub that brings residents and visitors together in a setting that highlights the beauty and productivity of the Creston Valley. The property itself benefits from an agricultural landscape, with the majority of the land planted in cherry trees and vines. The café enhances the value of this land by drawing people onto the farm, encouraging agritourism, and showcasing what our region has to offer.

The café also has a direct agricultural connection through its partnership with Brittany's Flower Farm, a working agricultural business operated by the same family. This relationship demonstrates how the café supports and complements on-site agricultural production while also promoting local farming more broadly through the many valley producers they feature and support.

The business supports agriculture and the local economy directly:

- It creates employment for local residents, providing jobs and training opportunities.
- It strengthens the local economy by attracting visitors who spend money in Creston.

- It fosters awareness of local farming and food culture, helping connect people to agriculture in a meaningful way.
- It sources and serves locally made desserts, often featuring ingredients from the valley, further supporting local producers.
- It sells locally sourced handmade ceramics, giving artisans a venue to reach new audiences and furthering the “local first” ethos of the business.

Importantly, Good Company Coffee complements the local wineries located nearby. For guests who do not drink alcohol, the café provides an inclusive option, ensuring everyone can enjoy the area together. Many groups discover the wineries because they first stopped at the café, or vice versa. Rather than competing, these businesses work hand-in-hand to create a richer agritourism experience that benefits the entire region.

Beyond its agricultural connection, the café has become a cultural cornerstone. It provides a stage for local live entertainment, giving artists a place to share their work. It even hosts a pet adoption café, which is extremely well attended and widely appreciated by the community. These events demonstrate Good Company Coffee’s commitment to enhancing community life in ways that go far beyond a typical business model.

For many of us, Good Company Coffee has become an important part of daily life. It is a place where friendships are formed, families gather, and community bonds are strengthened. Closing down this café would be a significant loss to both residents and visitors, and it would undermine the very spirit of agritourism that the ALR is designed to encourage.

Gillian and I urge you to support Good Company Coffee’s application to continue operations and to recognize the positive role it plays in sustaining agriculture, tourism, and community life in the Creston Valley.

Thank you for your time and for considering the voices of community members who value and dearly miss this business.

Sincerely,

Corey and Gillian Wells

2608 Erickson Rd

Creston, BC



To: Regional District of Central Kootenay – Planning Department
And: Director Roger Tierney, RDCK Electoral Area B

Re: Letter of Support – Good Company Coffee & Brittany’s Flower Farm Zoning Approval under the ALR

Dear RDCK Planning Department and Director Tierney,

On behalf of the Creston Valley Chamber of Commerce, I am writing to express our support for the continued operation and zoning approval of Good Company Coffee, co-located with Brittany’s Flower Farm in Erickson, BC.

We work closely with the Creston Valley Tourism Society and fully align with their perspective on the value this business brings to our region. The recent rebrand by Destination BC introduces a new chapter in provincial tourism marketing, emphasizing *place-based storytelling* and *community-rooted experiences*.

This renewed focus is a major opportunity for the Creston Valleys agriculture sector, which we know has seen some devastating times over the last 5 years. With its rich agricultural heritage, vibrant artisan community, and immersive farm-to-table experiences, our region is uniquely positioned. The emphasis on “inviting travellers to forge deeper connections with people and places” mirrors the very essence of what agri-tourism in Creston offers—from sipping locally roasted coffee at Good Company Coffee to visiting farms, food producers and orchards that define our landscape.

The Chamber of Commerce is proud to support initiatives that showcase our valley’s authentic, rural charm. Good Company Coffee is a standout example of agri-tourism in action—blending hospitality, agriculture, and local entrepreneurship to create a destination that is both economically impactful as well as culturally and ecologically meaningful.

The café is more than just a scenic stop, it’s a hub of local focus, sourcing from nearby producers, hosting community events, and drawing visitors who then explore other farms and food producers in the area. Good Company Coffee exemplifies the kind of innovation and community spirit that strengthens our agri-tourism sector and contributes to long-term economic vitality of our agriculture community.

We respectfully urge the Regional District of Central Kootenay to support their continued operation and zoning approval under the Agricultural Land Reserve. Thank you for your consideration and for your ongoing support of local businesses that bring our valley together.

Sincerely,
Jessica Piccinin
Executive Director





November 3rd, 2025

To: Regional District of Central Kootenay – Planning Department, and Director Roger Tierney, RDCK Electoral Area B

Re: Letter of Support – Good Company Coffee & Brittany's Flower Farm Zoning Approval under the ALR

Dear RDCK Planning Department and Director Tierney,

On behalf of the Creston Valley Tourism Society, I am writing to express our strong support for the continued operation and zoning approval of **Good Company Coffee**, co-located with **Brittany's Flower Farm** in Erickson, BC.

Good Company Coffee has become an important part of both the Creston Valley's tourism sector and the area's growing agri-tourism offerings. Situated among the region's orchards, vineyards, and farms, the café and flower farm have created a destination that connects both residents and visitors directly to our local agriculture in an engaging, authentic way. Their space encourages visitors to explore and appreciate the valley's farming heritage while showcasing the creativity and entrepreneurial spirit that make the Creston Valley unique.

Beyond being a gathering place, Good Company Coffee contributes meaningfully to the local economy through job creation, collaboration with neighbouring farms and artisans, and the use of locally produced goods. Their local partnerships and events also help attract visitors to the area, extending the benefits of tourism to other local businesses.

Creston Valley Tourism Society believes that Good Company Coffee exemplifies the type of small, community-rooted business that strengthens agri-tourism and supports sustainable rural economic development in our area. We respectfully urge the Regional District of Central Kootenay to support their continued operation and zoning approval under the Agricultural Land Reserve.

Thank you for your consideration, and for your continued support of local businesses that help our valley thrive.

Sincerely,

A handwritten signature in black ink that reads "Jesse Willicome".

Jesse Willicome
Executive Director - Creston Valley Tourism Society

[Redacted contact information]

To Whom it May Concern:

RE: RDCK closure of Good Company Coffee

My wife and I live next door to Good Company Coffee at 1120 27th Ave South. We have a 5.4-acre parcel of land that lies in the Agriculture Land Reserve (ALR). Due to its terrain and narrow width (a mere 100 feet), it has been a difficult piece of land to farm. Strong advocates for agriculture, my wife and I were determined to find a profitable use for the land. After much research, we decided that the land was best suited for Christmas trees. And so, two years ago we started our Christmas tree farm and have since planted over 500 trees including balsam, concolor, grand, and noble firs. We plan to plant another 250 trees each year until our parcel is full.

Our farming plan relies on the customer base of Good Company Coffee (GCC) and Brittany's Flower Farm (BFF)—the two thriving businesses next door. We established an agreement with GCC and BFF that would allow us to sell our Christmas trees at their place of business once they are grown (as early as 2026).

This arrangement provides two invaluable benefits. First, we are neighbours! The proximity significantly reduces the cost of packing and transporting the trees. Second, this partnership allows our small farm access to GCC and BFF's customers. The most challenging aspect for any small Christmas tree farm is establishing a customer base who are willing to come to the farm property. Due to the layout of our land, our tree farm has no direct access to the road (27th Ave), and we could not hope to attract enough customers independently to produce a profit. We have heard from Brittany already how her flower sales from her farm have plummeted since the closure of GCC. It is difficult to overestimate how central our partnership with these local businesses is to our agricultural venture.

Furthermore, it is precisely *because* GCC is a not a strictly farming business, that they are able to help the farming in our neighbourhood. GCC brings people into our farming community who would otherwise have never made the trip. These customers (initially out for coffee) discover the flowers at BFF, enjoy the wineries next door, and explore the local fruit stands after seeing the beautiful cherry orchard from the deck. For us, GCC's coffee customers will be exposed to yet another farm and will consider purchasing our trees.

If GCC remains closed, our farm will suffer. We believe it unlikely that we could make a profit without this partnership. The cost and labor of growing trees would not be worth it, we will stop planting trees, and the land will lie fallow and unproductive again. **At bottom, closing GCC harms agriculture.**

Agriculture exists in communities, not on individual farms. Due to the financially challenging nature of farming, individual farms rely heavily on one another—and on their community—to survive. In doing so, one cannot reasonably evaluate the agricultural value of a farm by viewing it in isolation. Therefore, to consider Good Company Coffee's agricultural impact on its parcel in isolation, is to miss the significant community agricultural benefits and effects Good Company brings to our town and even our humble tree farm.

Thank you for taking the time to read our letter. We would be happy to discuss things further and to show you our growing farm.

Sincerely,



L. Damon Woods, PhD, PE and Victoria Olive Woods
Woods Christmas Tree Farm

From: [REDACTED]
To: [Planning](#)
Subject: Importance of Agri Tourism in Creston
Date: Thursday, October 30, 2025 4:38:42 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

To whom it may concern:

I am writing this letter as a resident of Erickson to express my strong support for Good Company Coffee and to respectfully urge the RDCK to recognize this business as a valuable agritourism business rather than restricting its operation. Good Company Coffee is more than a cafe; it is a destination that highlights and enhances the agricultural identity of our region. Visitors and residents of Creston are drawn to its beautiful orchard and vineyard setting, which showcases the natural landscape and agricultural heritage of the valley.

We enjoy taking our out of town company for coffee here to get a feel of the agriculture and the beauty in Creston. It is a unique experience, and people then like to explore the local wineries and orchards. This strengthens the agritourism ecosystem of the Creston Valley.

The business also demonstrates a strong commitment to local agriculture and local food systems. Their unique syrups and Luv at First Bite pastries incorporate local ingredients, and they proudly serve Kootenay Meadows milk, reinforcing connections between local producers and consumers. By prioritizing these partnerships Good Company Coffee supports Creston's farms and helps build a more sustainable and resilient agricultural economy. Beyond agricultural connections, the cafe has become a point of pride for the community. It provides local employment, attracts tourists, and has earned a reputation as a great place to visit.

Restricting this thriving business would be a mistake. It is a model of how small business can complement and enhance agricultural landscapes, helping farms and wineries thrive while offering an experience young and old alike enjoy.

For these reasons I respectfully ask that the RDCK reconsider its position and support Good Company Coffee to continue its operation as an agritourism destination. Doing so will ensure that the Creston Valley continues to grow as a vibrant, welcoming, and agriculturally rich destination.

Thank you for your time and consideration.

Heather Morris
[REDACTED]

|

Subject: Letter of Support – Good Company Coffee

Dear RDCK Planning Department,

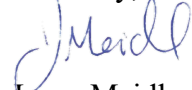
I'm writing to express my full support for Good Company Coffee and their current application before the RDCK.

Good Company Coffee has become an essential small business in our community — one that strengthens local agriculture and rural economic sustainability. Their operation directly supports agriculture through their flower farm, which supplies fresh, locally grown products to their café. Beyond that, they work closely with many local farmers, bakers, and producers in the Creston Valley, sourcing ingredients and goods that highlight the quality of what's grown and made here. This direct and indirect agricultural connection keeps money circulating locally and provides farmers with a consistent outlet for their products.

As a local business owner, I understand how difficult it is to build and sustain a small business in a rural community. Businesses like Good Company Coffee create jobs, attract visitors, and provide a much-needed social hub. Losing a business like this would be a real setback for the community — not just economically, but socially. It's a space that fosters connection, supports other local producers, and contributes to the quality of life we all value here.

I strongly encourage the RDCK to recognize the agricultural, economic, and community value Good Company Coffee provides and to approve their application so they can continue to operate and contribute to the ongoing growth and sustainability of the Creston Valley.

Sincerely,



Jason Meidl
Owner, Creston Valley Funeral Services
Creston, BC

November 3rd, 2025

To Whom It May Concern,

I am writing to express my support for Good Company Coffee, our beloved local coffee shop that was shut down on September 15, 2025. I strongly urge the RDCK to allow for its immediate re-opening, as this business has become a cornerstone of our community, our local economy, and the social fabric of our valley.

Good Company Coffee plays a vital role in strengthening our local economy and drawing tourism to the area and has strong agricultural ties to the rest of the Creston. Alongside the beautiful flower farm and its stunning views of the orchards, visitors are treated to locally baked goods made with ingredients sourced from nearby producers—grains, fruits, and honey grown right here in our valley. The café beautifully weaves together the efforts of farmers, bakers, roasters and artisans to showcase the very best of Creston's local abundance.

I am a local potter who has had the privilege of creating branded pieces for Good Company on several occasions. I live, work, and eat in this valley, buying from local farmers and producers to feed my growing family. The commissions I receive from Good Company allow me, in turn, to reinvest in local agriculture—continuing a cycle of support that sustains so many of us. This is true also of the café's staff, bakers, local coffee roasters, and other artisans who collaborate to offer something truly special to our community. Good Company Coffee has become a cornerstone of what makes Creston a growing agri-tourism destination—helping small farms and local businesses thrive while enriching the lives of everyone in the valley.

Beyond its economic contributions, Good Company Coffee has become a gathering place where our community members find connection. It embodies the welcoming spirit that defines our town, and for many of us, provides opportunities for socialization that we cannot easily find elsewhere. To lose this business would be to lose a vital link in the chain that sustains both our agriculture and our identity as a growing, self-sufficient and creative hub. As a small town, we desperately need places like Good Company Coffee to bolster our economy and draw both visitors and new community members to the valley to support our growth, which in turn can only benefit our local farmers and producers. Permanently closing Good Company at its current location would not only be heartbreaking for the owners and staff who have worked so hard to create it, it would be a backwards step entirely for the growth of our town and a devastating blow to the community.

Thank you for your time, understanding, and thoughtful consideration of this important matter. We trust that you will make a compassionate and considered choice in determining the future of Good Company and what is in the best interests of our community.

Sincerely,



Kait McKenna
Creston BC

From: [REDACTED]
To: [Planning](#)
Subject: Good Company Coffee
Date: Thursday, October 30, 2025 4:07:18 PM

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

To the RDCK planning department:

I am appalled to learn of the closure of Good Company Coffee in Erickson (and of the negative response to its reopening by an RDCK employee yesterday), a business my wife and I have frequented since it opened. I am aware of the reasons behind the closure, and in a discussion with Director Tierney he expressed optimism that the issues would be resolved.

The closure is concerning to me for a number of reasons: the business has been operating for several years; it provides a livelihood for several people; the clientele is large and diversified; it is has become a place where friends meet to enjoy the service, products and ambience, both inside and out, and it's location makes it part and parcel with the stated goals of making agritourism a vital aspect to our economy. As well, it adds to the overall wellness of the community both socially and as a walking destination. We enjoy the 4km walk from our own home and make it routinely.

When Good Company opened I was not optimistic that it could survive, it being somewhat remote. Residents from all around the Creston Valley and visitors too, though, have made it their go-to spot to enjoy coffee and food, and to meet with others. The owners, I suspect, have become victims of their own success.

As a retired long-time publisher, journalist and columnist at the Creston Valley Advance, I am reminded of the situation that led to the construction of the Ramada Hotel. That property was also in the ALR, and I was part of a group that called the approval of the space for a new and needed business in our valley. The property was never actively used for agricultural purposes and the proposal was approved by regulators because it offered significant value to the community. I see a similar situation at Good Company, and am offended that RDCK would shut it down rather than working to find an immediate solution to what has become a valuable asset to the Creston Valley. To reiterate, the space that Good Company takes up was never used for agricultural purposes, and that will most certainly not change if the business is permanently closed. A big win for bureaucracy and a huge loss for our community.

If this issue is not resolved in a timely and positive manner for the business owners our community's takeaway will be that there are two sets of rules governing the use of ALR land which has never been used for direct agricultural purposes: one for wealthy investors who are primarily interested in a return on their investment, and the other for young working people who create their own jobs (and for others) and are willing to sacrifice off-premises careers to build a business with their own sweat equity.

In years passed I waged public battles against any elected official who did not advocate for their community; it is all too easy to take on a role of representing a level of government to the people, when their primary job is to represent the interests of taxpayers. That same sentiment also applies to staff and management of government services.

Those involved in making the rash decision to close it have long known

of the Good Company's existence. It didn't just pop up over night and it has become an important generator of agritourism, allowing visitors to sit among the orchards and vineyards and appreciate the agricultural abundance and beauty of the Creston Valley. Our community deserves better.

Regards,

Lorne Eckersley

812 16th Avenue North, Creston

From: [REDACTED]
 Subject: Support for Good Company in Creston, BC
 Date: Sunday, November 9, 2025 11:11:53 AM

You don't often get email from [REDACTED]. [Learn why this is important](#)

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Hello,

I am writing to you in support of Good Company in Creston, BC, with the understanding that letters of support will be included in evaluations of whether and how to allow this local business to reopen. The impacts of Good Company's closure are far-reaching within our town and affect not only the owners, staff, and patrons, but have a cascading chain of effects through the local economy. Good Company uses local products and ingredients, and the businesses who sell to Good Company use local ingredients and products in turn. Some examples of the excess economic harms created:

- Good Company makes all of its beverages using Kootenay Meadows milk. This is business Kootenay Meadows has since lost. <https://www.kootenaymeadows.ca/about-us>
- The pastries that Good Company sells are primarily provided by Luv at First Bite (<https://kootenaylifestyle.ca/luv-at-first-bite-sweetening-creston-bc-with-delicious-creations/>) and Epiphany Cakes (<https://www.epiphanycakes.com/>), local pastry chefs who have not been able to replace that business. Good Company in turn uses Kootenay Meadows milk & cheese, Wlocka's Orchard fruit (<https://centralkootenayfood.ca/business/wloka-farms-fruit-stand/>), Faraman Farms fruit (<https://centralkootenayfood.ca/business/faraman-farm/>), Famous Fritz Deli meats [REDACTED] which has already placed strain on the business; <https://www.explorecrestonvalley.com/post/famous-fritz-meats-deli>), Swan Valley Honey (<https://honeybeezen.com/>), Cartwheel Farms produce (<https://cartwheelfarm.com/>), and several other smaller home businesses who provide such ingredients as eggs and lavender. All of these businesses are affected by the downstream impacts of closure, and Luv at First Bite is now struggling to survive.
- Good Company uses Swan Valley Honey (mentioned above) as the principle sweetener in its beverages. It also sells Honey Bee Zen Apiary candles from its storefront.
- Good Company sells locally-roasted Lark coffee from its storefront (<https://larkcoffee.ca/>).
- Good Company uses No. 9 Coffee Company blends in the majority of its beverages (<https://no6coffee.co>)
- Good Company sells Happy Gut Kefir Water out of its storefront (<https://happygutpro.com/>)
- The draw of Good Company customers to the area in turn supports Brittany's Flower Farm (<https://brittanysflowerfarm.com/>). Brittany's business has suffered since the closure of Good Company because the two shared a storefront, and now people in town don't know whether or not the florist is open. Brittany has also lost "impulse purchasers" who decided to buy from her shop as a consequence of browsing her storefront while waiting for coffee.
- Good Company sold Wynndel Wicks candles from its storefront (<https://www.wynndelwicks.com/>).

- Good Company sold Nest Bread from its storefront on certain days of the week (<https://www.instagram.com/nest.bread/>).
- Loïc Fauteux-Goulet (Winner of the Great Canadian Baking Show, Season 7) sells pastries out of Good Company's storefront during seasonal events (e.g., Mother's Day).
- Good Company hosts local touring musicians throughout the warmer months, artists who, without a host venue, are moving on past our valley.

In addition to the direct economic harms resulting from Good Company's closure, the community has also lost a charitable partner who regularly participates in adoption events for PAWS (<https://pawscreston.ca/>), has supported the local women's shelter in various ways (<https://www.kootenaicommunitycentre.org/>), and has participated in local events/tourist attractions such as the annual Hop to Vine event (<https://hoptovinehustle.ca/>).

In terms of its impact on the community, Good Company was the #1 place for locals to meet and socialize outside the home, and it provided social space and activities for patrons as diverse as teenagers, senior citizens, FLDS Mormons, members of the LGBT community, religious groups, newcomers to town, and everyone in between. I met friends and fellow community members at Good Company on a weekly basis. Nobody that I have spoken to has continued to meet in Good Company's absence. There are few places in Creston with the space, hours, atmosphere, and budget-friendly prices to accommodate the clientele that Good Company served. It is an enormous loss to our community, one with downstream effects on dozens of businesses (mainly in Creston, but throughout the Kootenays), many more of which I have forgotten or was not even aware should be named.

For the people reading this email, this matter might feel like a technicality, but for those of us living in Creston, it's a disaster. I am watching helplessly as my friends and acquaintances struggle to make ends meet throughout the holidays, all because they dared to partner their businesses with Good Company—who in undertaking this process, believed they had ticked every box and dotted every i, who had been given permission to open and believed that permission to be true.

Please consider the economic harm being done to Creston. Our businesses are locally-owned, locally-operated, and support each other in a network that cannot be easily undone without hurting each one of them. Businesses are only now beginning to rebound after the effects of Covid-19. This is another devastating blow for our community and our local economy. It's not a secret that Canadians overwhelmingly feel they are facing economic hardship. Please, please spare our community from this unnecessary harm.

Thank you for considering our needs,

Megan Stager
30-year resident
Creston, BC

From: [REDACTED]
To: [Planning](#)
Subject: Good Company Coffee Shop
Date: Wednesday, November 5, 2025 7:31:28 AM

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Dear RDCK Board of Directors,

I am writing as a concerned resident and supporter of local businesses. The sudden closure of Good Company Coffee Shop going on 3 months now, has left our community stunned, and I urge you to reverse this decision and find a commonsense path forward.

The shop even though its on ALR, no agriculture was displaced, and nothing was grown where the shop is situated on the farm. Far from harming agriculture , it is agritourism: every latte sold brings visitors and locals face-to-face with the cherry orchard on the property and the vineyards that are close by. No farm land has been lost by the coffe shop, only jobs, wages, and goodwill has vanished. Its hard not believe we are seeing government overreach and poor policy happening in real time.

Meanwhile, nearby wineries sell everything from merch, music entertainment, and food from their restaurants, which has little to nothing, to do with agriculture.

Makes it hard to understand why one business is being singled out.

The coffee shop has local support growing daily, I beleive a fast, fair resolution would send a powerful message that the RDCK stands behind job-creators and agritourism businesses that keep our rurual economy alive. A fast resolution would turn frustration into a win for everyone.

Thank you for taking our thoughts into consideration,

Regards, Rick and Pat Fleck
Creston, BC
[REDACTED]

Support of Good Company Coffee

To Whom It May Concern:

I am writing to express my strong support of our local coffee shop, Good Company Coffee, that was recently shutdown on September 15, 2025. I am asking that the RDCK support and advocate for the immediate re-opening of Good Company Coffee.

Located in Erickson, the heart of Creston's finest orchards, flower farms, vineyards and fruit stands, Good Company Coffee plays an important role in supporting these neighbouring farms. The coffee shop offers a welcoming space where people can experience agriculture firsthand and gain a deeper appreciation for the hard work that sustains our valley. When Brittany's Flower Farm introduced the coffee bar, it created a sustainable way to promote its own flower farm sales, as well as the agricultural products of other local farms.

Good Company Coffee's dedication to community is clear through the jobs they create, the partnerships they have with local vendors, and the ongoing support they provide to local charities and events. The heart of what they do is supporting agri-tourism. Most importantly, they've built a place where people can connect directly with agriculture—something that has not been done in this way before.

To overlook the positive impact Good Company Coffee has had on agri-tourism would be a great loss to our community. Agriculture demands the support of vendors in order to survive. At a time when farming is becoming increasingly difficult to sustain, we should be uplifting businesses like this—that celebrate agriculture, strengthen local connections, and bring more support to the farmers who help our valley flourish. Good Company Coffee is integral to the success of the agriculture and agri-tourism in our valley.

Thank you for your time and consideration.

Sincerely,

Treena Magee
Treena Magee

Nicole White
Nicole White

And the team at Skimmerhorn Winery &
Vineyard.

Support of Good Company Coffee

To Whom It May Concern:

I am writing to express my strong support of our local coffee shop, Good Company Coffee, that was recently shutdown on September 15, 2025. I am asking that the RDCK support and advocate for the immediate re-opening of Good Company Coffee.

Red Bird Estate Winery relies directly on the grapes grown on this property, and our five-year partnership with the landowners has helped us grow our production. This parcel is, at its core, agricultural—planted in grapes, cherries, and flowers. When the landowners added a coffee shop to the flower farm, it created a welcoming space for people to experience local agriculture firsthand and gain a deeper appreciation for the hard work that sustains our valley.

Good Company Coffee's dedication to community is clear through the jobs they create, the partnerships they have with local vendors, and the ongoing support they provide to local charities and events. The heart of what they do is supporting Agri-tourism. Most importantly, they've built a place where people can connect directly with agriculture—something that has not been done in this way before.

To overlook the positive impact Good Company Coffee has had on Agri-tourism would be a great loss to our community. Agriculture demands the support of vendors in order to survive. At a time when farming is becoming increasingly difficult to sustain, we should be uplifting businesses like this—that celebrate agriculture, strengthen local connections, and bring more support to the farmers who help our valley flourish. Good Company Coffee is integral to the success of the agriculture and Agri-tourism in our valley.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Cardinal".

Shannon Cardinal

From: [REDACTED]
Subject: Good Company Coffee Shop
Date: Wednesday, November 26, 2025 12:06:13 PM

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Good morning,

I am writing to you with concerns of the REOPENING of the coffee shop on 27th avenue south in Creston BC.

As a resident of this area I have been greatly affected by the operation of this business, on a DAILY basis.

There was no consultation with us, the neighbours, before this business started. The traffic started to increase and I walked down to see why and seen the coffee shop sign. There was no consultation with us when they expanded this business. The traffic and parking issues continued to get worse, on a DAILY basis. There was parking on both sides of the road almost daily, not just on one occasion.

The large volume of traffic created by this business on this rural **DEAD END** road is not only inappropriate for an area like this, it is dangerous...

We as residents of this area have never had to deal with this amount of traffic or parking issues. I am sure if you were to investigate the customer base of this business you would realize we are not dealing with 20-30 vehicles a day, we are dealing with 100's, as 30 customers turns into 60 vehicles passing by, again because of the dead end.. If they are going to this business well they are coming out the same way. So the amount of traffic is doubled. Again I stress this is a rural road, no sidewalks, it is narrow and if you are walking and two vehicles are coming both directions, one has to stop and let the other go by in order for that pedestrian continue walking. I myself have encountered a problem with this on more than one occasion. I have had to jump into the ditch because one vehicle did not want to stop and let the other pass by me. So needless to say I do not walk on this road any longer. It is dangerous, especially in the winter when the roads are icy.

The parking issues this business has created is another concern. The customers parking on both sides of the road on a regular basis is not only inconvenient for us the residents it is also dangerous. There is a large amount of us that back out of our driveways onto the road. When there are vehicles parked on both sides of your driveway you cannot see if someone is coming. Also I don't know if an emergency vehicle would get through when they are parked like that.

This parking issue has to be resolved. **All** the parking of their customers should be solely on **their** property, not in front of, or on our property.

When they were temporarily closed because of zoning issues coming to their attention, I was approached and I was asked to take down the no parking signs. I asked them if they were going to expand their parking, and their response was that they were going to ask their customers to park only on their side of the road... Well that is not fixing the problem that is putting it back onto us, the residents of this area...

I would also like to point out that the hours of operation written in a news article I read is incorrect. This business was open 7 days a week for the summer and at least 5 -6 days a week in the winter. Not only on weekends as was printed in the paper. Then they were going to start some evening events..

Would a business of this nature, be better suited in town or on a road with no residential?

According to the zoning or rezoning of an area,

The zoning committee promotes home based businesses providing they do not conflict with or negatively impact on the natural and residential character of the community.

This business has negatively impacted us, the residents, and the residential character of this community, on a Daily Basis..

With regards

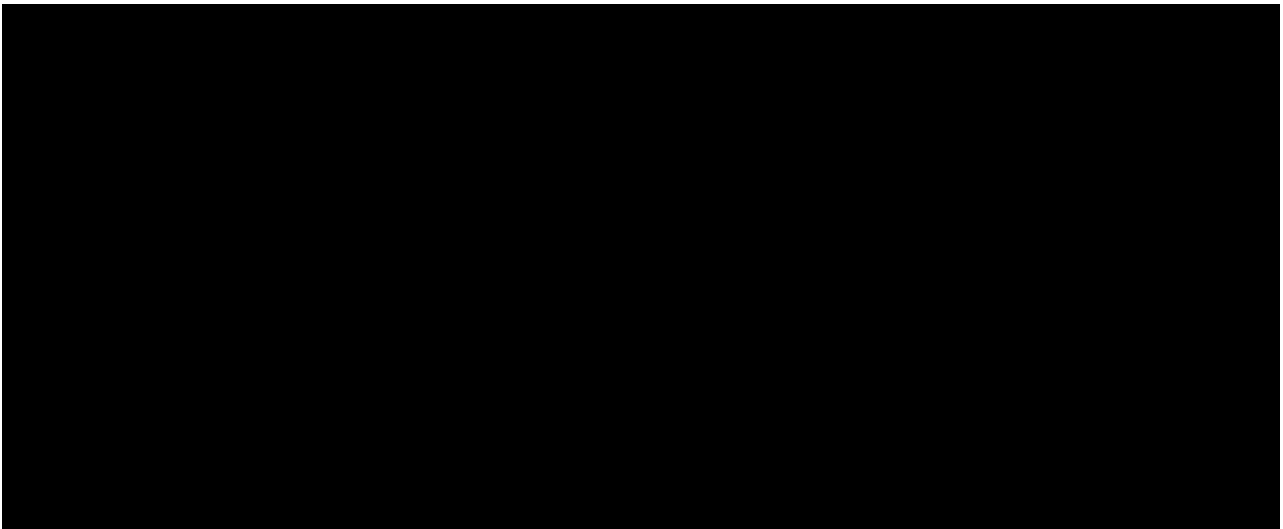
■

From: [REDACTED]
To: [Sadie Chezenko](#); [REDACTED]
Subject: Good Company Coffee Shop 27th Ave South erickson,BC
Date: Monday, December 1, 2025 8:24:51 AM

[You don't often get email [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

*** CAUTION: This email originated from outside the organization. Please proceed only if you trust the sender.***

My Property Borders 27th Ave South near the Good Company Coffeeshop.Zoning promotes home based businesses providing they do not conflict with,or negatively impact on the natural and residential character of the community. We are negatively impacted by the major increase in traffic in our once quiet neighborhood.90% of the Traffic that belongs to the Coffeeshop drive right thru the Stopsign on the corner of 27th Ave.South and Connel road.Most of the traffic drives at Highway Speed as well.I can see the Patrons of the Coffeeshop parked on both sides of 27th Ave South and Bothering the Neighbors in the immediate Vicinity of the Coffeeshop.One Farmer across the street from the Coffeeshop had the Access to His Apple Orchard Blocked By a Patron who Parked and Blocked His Driveway.Some Neighbors there have also had to post No Parking Signs in front of Their Property.Also,The Owner of the Coffeeshop Built and Ran this Coffeeshop for 3 years without a Building Permit or Septic Permit for the Coffeeshop.The Sewer from the Coffeeshop was apparently hooked up to His Home Sewer without a Sewage Permit.This Coffeeshop should not be given a second chance to operate here in Our Neighborhood for Disobeying the Rule of Law



[Redacted]
[Redacted]

Subject: Coffee shop application

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Good morning Roger,

I wish I had been directed to the coffee shop application before writing my email as there are a few things I would like to say about the application.

When were the photos of the inside of the building that they sent in with the application taken? As the flower farm was no longer working out of the coffee shop. When they closed for a short time in the spring to do their expansion, the flower shop moved out. The cooler was still in there but that is it. This is a photo taken after the expansion of the coffee shop that was posted on their website. As you can see the flower shop counter and working station has been removed, replaced by coffee shop seating. That large bench table and seating is where the flower shop working counter and till USED to be. In the application it states that the flower shop is 3/4 of the building, I don't believe this to be a true statement.



So while it is said the coffee shop is intentionally designed to support the flower shop, why did the flower shop move out of the building? And also why did the coffee shop open on days that the flower shop was not?

As for the support for the agriculture already taking place on surrounding farms?

Being a neighboring farmer, the coffee shop has NEVER collaborated with and supported neighbouring farmers.. as stated in their application.

It has actually hindered the working and operations on our farms, due to all the traffic and parking issues.

Maybe these points can also be brought up at the meeting?

Regards

██████████

From: [REDACTED]
To: [Planning](#)
Subject: Letter of Support from Brittany's Flower Farm
Date: Wednesday, November 5, 2025 1:36:19 PM

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

November 5, 2025

To Whom it May Concern:

RE: Request for Consideration Regarding Good Company Coffee Closure

As you are aware, the coffee shop located within my flower farm, *Good Company Coffee*, was shut down on September 15, 2025. We acknowledge that the operation proceeded without the required building permit and that it is currently in contravention of RDCK and ALC zoning bylaws. However, I believe it is important to provide context regarding why the coffee bar was established and the significant role it plays in supporting both our farm and the broader agricultural community.

Sustaining a small farm has become increasingly challenging. After three years of operating *Brittany's Flower Farm*, it became evident that we needed to diversify our income to ensure long-term viability. The addition of *Good Company Coffee* provided that opportunity. In its first year of operation, flower sales increased by 16%, clearly demonstrating the positive impact the coffee bar has on the farm. Since the coffee shop's closure, our sales have declined by 23%, demonstrating once again how vital this component is to our overall sustainability.

The addition of *Good Company Coffee* has made our farm more sustainable by creating a reliable source of income that supports us even in years when crops fail, and during seasons when flower sales are lower. Because *Good Company Coffee* is not strictly a farming business, they are able to attract non-farming clients onto our farm. This has been central to making flower farming sustainable for us. Beyond the financial stability it provides, *Brittany's Flower Farm* has become a place of learning and connection—helping to raise awareness about flower farming and educate the community about local agriculture.

Collaboration with *Good Company Coffee* has been instrumental to the flower farm's recent success. If *Good Company Coffee* is not allowed to continue, the flower farm will suffer financially. At bottom, this means agriculture suffers. Therefore, please consider allowing *Good Company Coffee* to continue contributing to the success of my flower farm.

Sincerely,

Brittany Tilling



Attachment D



3A – 492 Arrow Road
Invermere, BC V0A 1K2



www.shuswapband.net

4-Nov-2025 21:10 UTC

Weyt-k (Hello),

Shuswap Band is in receipt of the project information for: -Tilling ALC Non-Farm Use Referral .

The proposed project is located within Shuswap Band's Caretaker Area, within the greater Secwépemcúlecw (Secwepemc Traditional Territory). As land users and stewards, Shuswap Band members continue to exercise their Section 35 Aboriginal rights as their ancestors have done for generations, including hunting, trapping, gathering, and fishing, along with rights associated with spiritual and cultural traditions that are practiced in accordance with Secwepemc customs, laws, and governance structures. Secwepemc share an obligation of caretaker responsibility (stewardship) which is to act mindfully, learning from and caring for surrounding ecosystems for the health and survival of future generations, as is their Indigenous right (UNDRIP, Bill 41, Bill C15) Secwepemc culture hinges on the belief that the land responds positively to care and respect, and that tmicw (the air, lands, and resources) is interconnected at a watershed level. It is therefore critical for Shuswap Band to be actively engaged and consulted on all developments occurring within their Caretaker Area.

Based on our initial review, the nature of the proposed activity, its location, the current information available to our office at this time, we do not see any apparent significant impacts to our indigenous rights, including title at this time. However, we may at future date want to revisit consultation on this matter should new information become available.

Further, the watersheds in this area are significant to Shuswap Band's cultural heritage, as an area of ancestral land use, and presently significant as an area needing restoration and protection. Currently, Shuswap Band members collect medicines and berries in the surrounding area, fish the area waters, and camp nearby. While the area and its vitality has been impacted by industry developments, Shuswap Band has been actively involved in research and other initiatives which aim to restore this region to an ecologically and culturally thriving place.



3A – 492 Arrow Road
Invermere, BC V0A 1K2



www.shuswapband.net

Wherever possible, Shuswap Band recommends the reuse of existing infrastructure so as to avoid unnecessary ground disturbance and additional cumulative impacts to the region. It is Shuswap Bands expectation that all disturbed areas be reclaimed as soon as possible with the areas being monitored and treated for invasive plants to aid the ecosystem in its healing.

The province is responsible for ensuring adequate consultation and where appropriate, accommodation to address potential impacts of proposed developments on asserted Aboriginal rights including title. It is Shuswap Band expectation that continued consultation on projects and on matters that may affect our long-term traditional land use, occupancy and access, including potential cumulative impacts between proposed activity and other previous or future developments within the project footprint and in adjacent areas (watershed, habitat type, aquifer, viewscape, etc).

Kukwstsétsemc (Thank you).

Referrals Coordinator

"Our people are our strength. Our children are our future."

ec: Barb Cote - Chief, Shuswap Band

Mark Thomas - Councilor, Shuswap Band

Richard Martin - Councilor, Shuswap Band

Braydi Rice – Director, Territorial Stewardship, Shuswap Band

Travis Yeats – Referrals Coordinator, Shuswap Band

Joshua Martin – Guardian Manager, Shuswap Band

Enola Eugene – Culture, Shuswap Band



November 17, 2025

Sadie Chezenko
Planner
Central Kootenay Regional District

Sent by email

Dear Sadie:

Re: File A2508B (ALC File: 105753) – Non-Farm Use (NFU) Application at 1132 27th Avenue (PID: 011-958-065) – The Subject Property

Thank you for providing Ministry of Agriculture and Food (Ministry) staff the opportunity to comment on File A2508B that proposes to legalize an existing coffee shop on the Subject Property. From an agricultural planning perspective, Ministry staff offer the following comments:

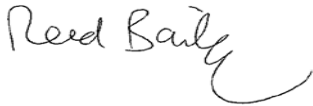
- Ministry staff acknowledge that the majority of the Subject Property is planted with cherries, wine grapes and flowers and that the applicants operate a working farm.
- While Ministry staff recognize that the coffee shop only encompasses a relatively small building footprint, Ministry staff are concerned that the coffee shop was constructed without approval from the Agricultural Land Commission. Further, coffee shops are a commercial use and as such, are more appropriately located in a commercially zoned area that is not within the Agricultural Land Reserve (ALR). Ministry staff are also concerned that if the application is approved, it may raise expectations for other farms within the greater Creston/Erickson area who may be more compelled to apply for commercial uses within the ALR.
- Additionally, Ministry staff are concerned about the size of the parking lot that has been constructed in part to accommodate patrons of the coffee shop. In viewing the Subject Property on Google Earth, it appears that this area was once under active agricultural production.
- Ministry staff support a farmer's ability to generate revenue from secondary sources of farming activities such as the existing flower shop where the applicants sell flowers grown on the Subject Property. Ministry staff are concerned however, that in addition to the True

Build Contractors home-based business, approving the coffee shop will result in multiple, non-farm businesses operating on the Subject Property.

- Ultimately, while Ministry staff acknowledge that the applicant runs a working farm, Ministry staff are concerned about multiple non-farm businesses operating on the Subject Property and raising expectations for other farms to operate commercial businesses within the ALR.

Thank you for the opportunity to provide comments from an agricultural perspective with respect to this file. Please contact Ministry staff if you have any questions about the above comments.

Sincerely,



Reed Bailey
Land Use Planner
B.C. Ministry of Agriculture and Food



Cc: Agricultural Land Commission – ALC.Referrals@gov.bc.ca



Committee Report

December 10, 2025

Planning Services Work Plan Rev

Author: Nelson Wight, Planning Manager
File Reference: 10\4720\01
Electoral Area/Municipality: All Electoral Areas
Services Impacted Planning and Land Use S104

1.0 DRAFT RESOLUTIONS FOR CONSIDERATION

Note: The following draft resolutions are incomplete at this time, because further input from Directors is to be added. This process is explained in the report.

THAT the Board direct staff to initiate a Sub-Regional Official Community Plan update for areas F, H, J, and K and this project be placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

THAT the Board direct staff to initiate an update to the Area D Comprehensive Land Use Bylaw that would consider expansion of zoned areas and this project be placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

THAT the Board direct staff to initiate a Sub-Regional Official Community Plan update for Areas A, B, and C, and this project be placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

THAT the Board direct staff to initiate a Housing Development and Costing Study, and this project be placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

2.0 BACKGROUND/HISTORY

In November 2023, the Rural Affairs Committee directed staff to initiate a process to support discussion on zoning and Official Community Plans (OCP). The first workshop was held in February 2024, followed by continued committee discussions. A second workshop was conducted in December 2024, and a summary of outcomes was presented to RAC in April 2025. In June 2025, staff delivered a sub-regional presentation to the Creston Valley Services Committee, and in July 2025 presented four planning pathway options for consideration to the RAC. At that meeting, the Committee directed staff to return with additional options informed by member feedback.

Staff returned in August 2025 with draft resolution options. RAC adopted resolutions confirming that Electoral Areas I and E would retain their existing OCPs and zoning bylaws without immediate alignment efforts, and reaffirmed priority zoning work for Area D as outlined in the 2022 Board resolution. A group of Area Directors expressed support for pursuing a sub-regional planning model. For convenience, the resolutions most relevant for consideration of the next steps in setting the work plan for Planning Services are included below:

June, 2025 Board meeting:

That the Official Community Plan updates for Areas A, B and C can be performed concurrently to see efficient use of staff time and more consistent wording across the three (3) areas.

August, 2025 Board meeting:

That Electoral Area I (Sentinel Mountain) retain their existing OCPs and zoning bylaws without immediate alignment efforts.

That the Planning Department workplan reflect the 2022 resolution¹ regarding zoning work to be performed for Area D with a recognition of priority dating back to the initial community planning work done in 2010

That Electoral Area E retain their existing OCPs and zoning bylaws without immediate alignment efforts.

Following these decisions, staff held meetings with Directors interested in exploring a sub-regional approach, with discussions focused on next steps for collaborative planning. The Directors for Areas F, H, J, and K agreed that they would like to work collaboratively on a sub-regional OCP.

3.0 PLANNING SERVICES WORK PLAN

Revising the Project List

The table below shows a draft proposed work plan for Planning Services including existing projects currently underway. The matter yet to be resolved is how best to revise the work plan for those projects not yet started or on hold and then prioritize the work. This table provides recommendations on the revisions to the work plan, and these are noted in the last column of the table:

Table 1 Draft Proposed Work Plan for Planning Services

Project Name	Description	Status	Recommendation
Campground Bylaw Review	Exploring regulatory options for RV park model trailers and multi-unit RV developments due to health and safety concerns.	Not started	Remove from list, given higher priority items and not directed by the Board.
Agricultural Policy Review - Phase 2	Updating agricultural policies of Areas D, E, G, H to align with ALR legislative changes, including regulations for additional residences.	On hold	Remove from the list as separate item, but continue the work when updating OCP's for those affected electoral areas: D, E, G, and H.

¹ Resolution 149/22 from the February, 2022 Board meeting:

That the Board direct staff to continue the next phase of community planning for Area D in 2022 with a specific focus on the following unincorporated communities:

- the Kaslo Corridor;
- Woodbury;
- Schroeder Creek;
- Mirror Lake (including Amundsen Road); and
- the Allen Sub-division

not excluding the remaining communities for future discussion

Playmor Junction Zoning Bylaw	Development of a zoning bylaw for Playmor Junction as directed by the Board in 2020.	Not started	Remove from the list as separate item to be added to the proposed Sub-Regional OCP update for F, H, J, and K..
Kootenay Lake Watercourse DPA Project	Establishing and updating Environmental DPAs to protect sensitive shoreline habitat around Kootenay Lake.	On hold	Remove from list as separate item, but continue the work when updating OCP's for affected areas: A, D, E, and F.
Area H North OCP Review	Reviewing the Area H North OCP with public engagement completed through open houses in 2022.	Not started	Remove from list as separate item to be added to the proposed Sub-Regional OCP update for F, H, J, and K.
Area J OCP Review	Preparation of a standalone OCP for Area J following completion of Area I.	Not started	Remove from list as separate item to be added to the proposed Sub-Regional OCP update for F, H, J, and K.
Area D Community Planning	Advancing community planning - Zoning for several Area D communities based on 2022 engagement outcomes.	Not started	Maintain on list and determine priority.
Housing Development and Costing Study	Assessing land and resource requirements to support development of non-market housing within the RDCK.	Not started	Maintain on list and determine priority.
Subdivision Servicing Bylaw Review	Reviewing the Subdivision Bylaw to improve process efficiency and address servicing challenges, with consultant work initiated following contract award to Urban Systems.	Ongoing	Maintain on list.
Flood Hazard Policy/Regulations Update	Updating flood hazard regulations, with DRIF-funded consultant support and contract awarded to BGC Engineering.	Ongoing	Maintain on list.
Local Government Housing Initiatives	Implementing Provincial Bill 44 housing requirements (SSMUH) through zoning and OCP amendments	Ongoing	Maintain on list.

Regional & Local Community Needs Project	Assessing regional and community needs through consultant-led engagement and geospatial analysis. Contract awarded to Licker Geospatial Consulting	Ongoing	Maintain on list.
Development Permit Area Enforcement Framework	Establishing a consistent enforcement framework for Environmental DPAs across electoral areas.	Ongoing	Maintain on list.
Planning Procedures and Fees Bylaw Review	Reviewing and updating the Planning Procedures and Fees Bylaw (No. 2457) to improve administrative effectiveness.	Ongoing	Maintain on list.
Sub-Regional OCP F, H, J, K	Development of a consolidated OCP for Electoral Areas F, H, J, and K to modernize outdated plans, improve consistency, and streamline planning while maintaining area-specific local policies.	Not started	Add to list and determine priority.
Sub-Regional OCP A, B, C	Development of a consolidated OCP for Electoral Areas A, B, and C to modernize outdated plans, improve consistency, and streamline planning while maintaining area-specific local policies.	Not started	Add to list and determine priority.
Key			Remove from List
	Maintain on list		Add to List

Prioritizing the Project List

Once there is agreement on the revised work plan, the priority of these items should be determined. In considering that priority, Staff recommend that electoral areas with the oldest OCPs should be prioritized for review and updates to ensure compliance with current legislation, best practices, and evolving community needs. The table below shows the electoral areas in order of when the OCP for that area was last updated in a substantive way.²

Table 2 Electoral Area population and OCP Last Updated

Electoral Area	OCP Last Updated	2021 population ^(rounded)
J	1996	3,500
H	2009	5,000
K	2010	1,800
D	2010 (see footnote)	1,500
F	2013	4,100

² 2016 Area 'D' update was primarily to review Ainsworth Rural Land Use Bylaw and incorporate it into the current Comprehensive Land Use Bylaw. Only minor amendments were made to the content of the OCP. Consequently, 2010 would be a more accurate date to note when the OCP was last updated in a substantive way.

A	2013	2,200
B	2013	4,700
C	2013	1,500
E	2013	3,900
G	2018	1,600
I	2025	2,600

Should the recommendations in the Draft Proposed Work Plan for Planning Services Table (Table 1) be accepted, the revised work plan items not yet started would be reduced to four, as shown below:

Table 3 New and revised work plan items requiring priority determination.

Project	Priority
Sub-Regional OCP F, H, J, K	
Sub-Regional OCP A, B, C	
Area D Community Planning (Zoning)	
Housing Development and Costing Study	

Staff recommend the Directors prioritize this list of items. Although staff are fully engaged on those projects labelled “ongoing” in Table 1, as those projects are completed they can start to work on these four projects in the order of priority preferred by consensus of the Directors.

6.0 RECOMMENDATION

THAT the Board direct staff to initiate a Sub-Regional Official Community Plan update for areas F, H, J, and K and this project placed in the order of priority determined at the December 10 , 2025 Rural Affairs Committee Meeting.

THAT the Board direct staff to initiate an update to the Area D Comprehensive Land Use Bylaw that would consider expansion of zoned areas and this project be placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

THAT the Board direct staff to initiate a Sub-Regional Official Community Plan update for Areas A, B, and C, and this project be placed in the order of priority determined at the December10, 2025 Rural Affairs Committee Meeting.

THAT the Board direct staff to initiate a Housing Development and Costing Study, and this project be placed in the order of priority determined at the December 10, 2025 Rural Affairs Committee Meeting.

Respectfully submitted,
Nelson Wight, Planning Manager

CONCURRENCE

General Manager of Sustainability and Community Development – Sangita Sudan **Approved**
Acting Chief Administrative Officer - Joe Chirico **Approved**



Service S104 Planning and Land Use

Date: December 10, 2025

rdck.ca



S104: Planning and Land Use

- 2026 over 2025 requisition increase of \$62K (6%). The increase is primarily driven by a \$50K increase in Salaries and Benefits
- Provincial funding for ongoing housing policy updates
- Provincial funding for Subdivision Bylaw update
- UBCM Complete Communities Funding for Local and Regional Community Needs project continues

Projects

- Subdivision Bylaw
- Update Flood Hazard regulation
- Regional and Local Community Needs Project
- Official Community Plan Updates



2026 Draft Financial Plan

S104 Planning & Land Use

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget
41010	Requisitions	1,097,632	1,097,632	1,159,586	1,292,958	1,321,984	1,301,676	1,307,052
41020	Grants in lieu of Taxes	0	0	0	0	0	0	0
42030	User Fees	36,797	40,500	40,500	40,500	40,500	40,500	40,500
42035	User Fees - Specified	21,100	30,000	30,000	30,000	30,000	30,000	30,000
43020	Grants	0	150,000	150,000	0	0	0	0
43025	Grants - Specified	183,800	553,000	20,000	0	0	0	0
44020	Investment Income & Interest	0	0	0	0	0	0	0
45500	Transfer from Other Service	0	0	76,280	0	0	0	0
45800	Transfer from Community Development - X100	2,269	0	0	0	0	0	0
49100	Prior Year Surplus	362,579	(38,250)	498,000	0	0	0	0
Total Income		1,704,177	1,832,882	1,974,366	1,363,458	1,392,484	1,372,176	1,377,552

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget
51010	Salaries	500,504	677,000	763,951	764,090	781,664	799,642	818,034
51020	Overtime	6,040	0	0	0	0	0	0
51030	Benefits	147,796	196,500	221,983	219,969	225,028	230,203	235,498
51050	Employee Health & Safety	219	500	500	500	500	500	500
51060	Employee Recognition	225	1,000	1,000	1,000	1,000	1,000	1,000
51565	Directors - Mileage	0	0	0	0	0	0	0
52010	Travel	2,577	7,000	7,000	7,161	7,326	7,494	7,667
52020	Learning & Professional Development	1,635	3,750	20,000	20,460	20,931	21,412	21,904
52030	Memberships, Dues & Subscriptions	3,388	5,000	8,000	8,184	8,372	8,565	8,762
53020	Admin, Office Supplies & Postage	8,275	12,000	12,000	12,276	12,558	12,847	13,143
53030	Communication	2,873	3,000	3,000	3,069	3,140	3,212	3,286
53040	Advertising	4,454	13,500	12,000	4,092	4,186	4,282	4,381
53050	Insurance	1,659	1,500	1,800	1,841	1,884	1,927	1,971
53080	Licence & Permits	0	0	0	0	0	0	0
54010	Legal	18,931	35,000	40,000	40,345	40,698	41,059	41,428
54030	Contracted Services	113,909	238,000	432,280	0	0	0	0
54040	Consulting Fees	800	0	75,000	75,000	75,000	25,000	0
55010	Repairs & Maintenance	4,711	5,000	7,000	7,161	7,326	7,494	7,667
55030	Equipment	0	0	0	0	0	0	0
55040	Utilities	2,901	3,500	4,000	4,092	4,186	4,282	4,381
55050	Vehicles	350	2,500	2,500	2,557	2,616	2,676	2,738
55060	Rentals	4,780	4,500	6,000	6,138	6,279	6,424	6,571
59000	Contribution to Reserve	2,600	2,600	0	0	0	0	0
59100	Accumulated Operating Surplus	0	439,000	175,000	0	0	0	0
59500	Transfer to Other Service	58,900	21,300	0	0	0	0	0
59502	Transfer to GIS Services - S102	0	37,510	54,128	55,373	56,647	57,949	59,282
59510	Transfer to Other Service - General Admin. Fee	80,497	80,497	89,369	91,424	93,527	95,678	97,879
59520	Transfer to Other Service - IT Fee	42,725	42,725	37,855	38,726	39,616	40,528	41,460
Total Expenses		1,010,750	1,832,882	1,974,366	1,363,458	1,392,484	1,372,176	1,377,552

Total Service		693,427	0	(0)	(0)	0	(0)	0
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Committee Report

December 10, 2025

Lease Agreement – Balfour Water Services Building

Author: Eileen Senyk, Water Services Liaison
File Reference: 2025-215-ENV_ELLEN_KELLY
Electoral Area/Municipality: E
Services Impacted S255 Water Utility – Area E (Balfour)

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Lease Agreement with Ellen Kelly for the lease of the Balfour Water Service Building for the period on one year starting January 15, 2026 and ending January 14, 2027, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

2.0 BACKGROUND/HISTORY

In 2011 the Balfour Water System transferred from the Balfour Irrigation District to an RDCK water system. One of the assets that came with the transfer was a building which was used for storage, water testing, water system operation and administration. The building is identified in this report as the 'Balfour Water Service Building'. The RDCK made use of the building for some storage of water system equipment after the asset transfer. All administrative work moved to the RDCK office in Nelson.

Up until 2014, the Balfour Post Office was located in the Balfour Superette. When ownership of the property changed in 2014, it was necessary to find a new location for the Post Office. Ellen Kelly is the Postmaster in Balfour. Ellen Kelly approached the RDCK to request use of the Balfour Water Service Building as a new location for the Balfour Post Office. In 2016, a lease agreement was drafted to enable Ellen Kelly to operate a Post Office from one portion of the building.

The lease agreement began at \$400/month and has increased incrementally each year to reflect inflation and sustainable lifecycle building management. The existing lease agreement has worked well since 2016. In 2025, the RDCK Corporate Administration Department has directed staff to draft a new agreement, ensuring that it meets all the terms laid out in the current RDCK template for a lease agreement. Staff was unable to find any previous Board Resolutions authorizing the original agreement.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

This is an opportunity to ensure that the RDCK's legal and financial interests are adequately addressed in the lease agreement. The new agreement provides more comprehensive information regarding insurance, responsibility for maintenance and repairs and identifies key holders.

3.1 Alignment to Board Strategic Plan

Not applicable

3.2 Legislative Considerations

Not applicable

3.3 What Are the Risks

The main risk is that the building will at some point require a major repair. Currently the condition of the building is not comprehensively understood.

4.0 PROPOSED SOLUTION

The RDCK carries insurance on our buildings which will covers repair of damages. Also, a building condition assessment will soon be conducted through the corporate Asset Management Program, to help ensure that sufficient funds are available to support this asset throughout its lifecycle.

4.1 Financial Considerations of the Proposed Solution

Canada Post does not directly rent the building. Instead, as Postmaster Ellen Kelly leases the building from the RDCK and Canada Post provides her with a stipend of approximately \$350/month. It is possible that the amount of lease revenue currently being collected by the RDCK (proposed at \$537.02 plus 5% GST for 2026/27) may not adequately cover asset repair and replacement cost. This will be better understood following the building condition assessment.

Insurance costs are included in the RDCK's financial plans. Future annual rate adjustments will be guided by the forthcoming building condition assessment.

4.2 Risks with the Proposed Solution

No risks have been identified.

4.3 Resource Allocation and Workplan Impact

Annual extensions of this agreement are handled by Environmental Services staff. It typically takes about four to six hours to complete. This annual renewal does not impact other projects.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

This lease agreement was originally drafted at a time when the RDCK was a relatively new owner/operator of the Balfour Water System and was in the process of building relationships with the residents of Balfour. Leasing out the Balfour Water Service Building as Post Office was a good opportunity to provide benefit to the community. The agreement has been in place since 2016 and has worked very well with this tenant. The RDCK still benefits from ownership of the building as a storage facility. The post office uses minimal space, power and water.

4.5 Leveraging Technology

Not applicable.

4.5 Measuring Success

Not applicable.

5.0 ALTERNATIVE SOLUTION(S)

There are two alternative solutions to not approving this lease agreement:

- 1) Rent to a different tenant at a different rent.
- 2) Do not rent the building at all and use for RDCK purposes.

5.1 Financial Considerations of the Alternative Solution(s)

Alternative 1) The RDCK may be able to secure more revenue for the service by renting to a different tenant and increasing the rent.

Alternative 2) Not having a tenant at all would reduce the administrative time to administer the lease agreement.

5.2 Risks with the Alternative Solution(s)

Both alternative solutions carry the same risk: The community of Balfour appreciates and enjoys the convenience of having a local post office. To take this service away from the community would risk public relations with the residents of Balfour.

5.3 Resource Allocation and Workplan Impact

The lease agreement (formerly referred to as a Rental Agreement) as it was drafted in 2016 expires annually. Since the original rental agreement was signed in 2016, staff spend about 4-6 hours annually extending the agreement for each year for another year.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

The public benefit of the proposed solution is continued good public relations with the community of Balfour due to the provision of a community asset.

5.5 Measuring Success

Not applicable.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

Demolition of the building.

7.0 OPTIONS SUMMARY

Option 1: That the Board approve the RDCK enter into a Lease Agreement with Ellen Kelly for the lease of the Balfour Water Service Building for the period on one year starting January 15, 2026 and ending January 14, 2027, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Option 2: That the Board not authorize staff to enter into a Lease Agreement with Ellen Kelly for the lease of the Balfour Water Service Building.

8.0 RECOMMENDATION

That the Board approve the RDCK enter into a Lease Agreement with Ellen Kelly for the lease of the Balfour Water Service Building for the period on one year starting January 15, 2026 and ending January 14, 2027, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Respectfully submitted,
Eileen Senyk, Water Services Liaison

Originally signed

CONCURRENCE

Manager, Utility Services – Chris Gainham **Approved**
General Manager Environmental Services – Uli Wolf **Approved**
Chief Administrative Officer – Joe Chirico for Stuart Horn **Approved**

ATTACHMENTS:

Attachment A – Draft Lease Agreement



Lease Agreement

Contract #: 2025-215-ENV-ELLEN_KELLY
Premises: Balfour Water Service Building
GL Account #: 10697 OPR310-100
Board Resolution(s): Not applicable

THIS AGREEMENT executed and dated for reference the: ___ day of _____,
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Agreement Administrator: Chris Gainham
Telephone: 250.551.7388
Email: cgainham@rdck.bc.ca

AND ELLEN KELLY
(hereinafter called the "Tenant") at the
following address:
423 Balfour Wharf Road, PO Box 154
Balfour BC, V0G 1C0
Agreement Administrator: Ellen Kelly
Telephone:
Email:

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	ELLEN KELLY
_____ (Signature of Authorized Signatory)	_____ (Signature of Authorized Signatory)
_____ (Name and Title of Authorized Signatory)	_____ (Name and Title of Authorized Signatory)
_____ (Signature of Authorized Signatory)	_____ (Signature of Authorized Signatory)
_____ (Name and Title of Authorized Signatory)	_____ (Name and Title of Authorized Signatory)

GENERAL TERMS AND CONDITIONS

- 1 **RECITALS** - For good and valuable consideration, the receipt of which is confirmed, the RDCK and the Tenant agree as follows:
 - (a) **WHEREAS** the RDCK owns the property identified in Schedule A (hereinafter referred to as the "Premises");
 - (b) **WHEREAS** the Tenant wishes to lease the part of the Premises identified in Schedule A as the Lease Area for the Activities set out in Schedule C;
 - (c) **WHEREAS** the RDCK has agreed to grant the Tenant right to lease the Lease Area on the terms and conditions of this Agreement.
- 2 **DEFINITIONS** - In this Agreement, words and phrases shall be defined as follows:
 - (a) **"AGREEMENT" "CONTRACT"** means this Agreement including any Schedules to this Agreement, as the same may be amended, supplemented, or restated from time to time in accordance with the terms of this Agreement.
 - (b) **"COMMENCEMENT DATE"** means the date described as the Commencement Date in section 1 of Schedule A of this Agreement.
 - (c) **"COMMON AREAS"** means the portions of the Premises identified in Schedules A and B as the Common Areas;
 - (d) **"LEASE AREA"** means the portion of the Premises identified in Schedule A as the Lease Area;
 - (e) **"LEASEHOLD IMPROVEMENT"** means any improvements made by the Tenant to the Leased Area;
 - (f) **"MAJOR REPAIR"** means any major repairs, capital costs or replacements of the Lease Area exceeding \$5,000 in value individually or \$10,000 cumulatively in any year of the Term required by reasonable wear and tear and damage by fire, lightning and tempest or other casualty against which the RDCK is insured;
 - (g) **"PREMISES"** means the property, including land and buildings, identified in Schedule A as the Premises;
 - (h) **"RENEWAL TERM"** means the period after the Term for which this Agreement may be renewed and extended, and if applicable to this Agreement, is as described in Schedule A of this Agreement;
 - (i) **"RENT"** means the meaning defined in Schedule F of this Agreement;
 - (j) **"TENANT'S PROPERTY"** means any supplies, equipment, machinery, installations, and other property brought by the Tenant onto the Premises.
 - (k) **"TERM"** means the period from the Commencement Date until the Termination Date as defined in Schedule A of this Agreement; and
 - (l) **"TERMINATION DATE"** means the date described as the Termination Date in section 1 of Schedule A of this Agreement.
- 3 **INTERPRETATION** - For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:
 - (a) words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable;
 - (b) the headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- 4 **REFERENCES TO TENANT** - Any reference to the "Tenant" includes, where the context allows, subtenants and occupants of the Tenant and employees, agents, licensees and invitees of the Tenant and all others over whom the Tenant may reasonably be expected to exercise control and any default in observing or performing the Tenant's obligation by such person, will be deemed to be defaults of the Tenant.
- 5 **SCHEDULES** - The Schedules to this Agreement (including any appendices or documents incorporated by reference into those schedules) are part of this Agreement.
- 6 **QUIET ENJOYMENT OF THE LEASE AREA** - Subject to this Agreement, the Tenant will and may peaceably hold and enjoy the Lease Area during the Term without interruption or disturbance by the RDCK or any person lawfully claiming under the RDCK, subject only to sections 7.
- 7 **USE OF LEASE AREA** - The RDCK hereby grants to the Tenant and the Tenant covenants and agrees that the Tenant will use the Lease Area only for the Activities described in Schedule C and in accordance with the terms and conditions of this Agreement.
- 8 **USE OF COMMON AREAS** - The RDCK hereby grants to the Tenant and the Tenant covenants and agrees to the non-exclusive and non-transferable right to access and use the Common Areas identified in Schedules A and B in accordance with the terms and conditions described herein.
- 9 **ALTERNATIVE USES** - For greater certainty, the Tenant agrees that the Lease Area and Common Areas must not be used for any other purposes unless the Tenant obtains the prior written approval of the RDCK.
- 10 **ASSIGNING, SUBLETTING AND SUBLICENSING** - Except as expressly permitted in this Agreement, the Tenant shall not assign this Agreement in whole or in part and shall not sublet all or any part of the Lease Area without the Tenant obtaining the prior written consent of the RDCK in each instance with such consent not to be unreasonably withheld. In requesting the RDCK's consent to an assignment or sub-lease, the Tenant must provide the RDCK with all information requested by the RDCK. The Tenant must, if required by the RDCK, enter into assignment agreements or sub-leases of the Lease Area on terms the required by the RDCK, including requirements for insurance and indemnities. No assignment by the Tenant will release the Tenant from its obligation to observe or perform the Tenant's obligations under this Agreement.
- 11 **NO NUISANCE** - The Tenant will make reasonable efforts to not, at any time during the Term or any Renewal Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof any noisy, noxious or offensive art, trade, business, occupation, or event

and, the Tenant will not carry on, or suffer or permit to be carried on, any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the RDCK, or to any occupant of the Premises in the vicinity of the Premises or to the public generally.

FEES AND COSTS

- 12 RENT** - The Tenant shall pay Rent to the RDCK as per the terms specified in this Agreement and in Schedule F.
- 13 NO ABATEMENT** - The Tenant is not entitled to any abatement, reduction, or deduction from the Rent.
- 14 INTEREST ON AMOUNTS IN ARREARS** - The Tenant will pay to the RDCK, interest at a rate equal to three percent per year above the prime commercial lending rate per year charged by the Royal Bank of Canada at its main branch in Vancouver, at the start of each month, calculated and compounded monthly, upon all Rent or other expenses required to be paid under this Agreement, from the due date for payment until paid. This stipulation for interest will not prejudice any other right or remedy of the RDCK under this Agreement or at law or at equity.
- 15 UTILITIES AND JANITORIAL** – The Tenant and the RDCK shall pay and make arrangements for utilities and janitorial services in accordance with the RDCK and Tenant Service Responsibilities table included in Schedule D.
- 16 NET AGREEMENT** - Except as otherwise provided in this Agreement, it is the intention of both parties that this is a “net Agreement” and that all expenses, costs and payments incurred in respect of the Lease Area, and any other improvement to the Lease Area or anything affecting the Lease Area shall be borne by the Tenant, in addition to the Tenant’s obligation to pay Rent and otherwise abide by the terms of this Agreement.
- 17 TAXES AND FEES** - The Tenant and the RDCK shall pay taxes, charges, levies and other fees, including Goods and Services Tax, or any replacement tax as defined in the RDCK and Tenant Service Responsibilities table included in Schedule D.
- 18 OWN COST** - Except as otherwise provided in this Agreement, the Tenant shall perform all of its obligations, covenants and agreements under this Agreement solely at its own cost.
- 19 LEGAL COSTS** - Each of the RDCK and the Tenant is responsible for its own legal costs in relation to the preparation and negotiation of this Agreement.

SIGNAGE AND ADVERTISING

- 20 RDCK NAME** - The RDCK does not allow the Tenant to use the name of the RDCK in any public advertising, promotion, or information about its Activities. Promotions and advertising distributed by the Tenant will not be presented in such a way that the RDCK is seen to endorse or be connected to the Tenant or its Activities
- 21 WRITTEN APPROVAL** - The Tenant may not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction outside of the Lease Area and/or on the outside of the Premises without written approval from the RDCK Agreement Administrator.

CONDITION OF THE LEASE AREA

- 22 RISK** - The Tenant accepts the Lease Area and Common Areas “as is” and will use the Lease Area and Common Areas at its own risk and agrees that neither the RDCK nor its respective officers, directors, employees, contractors or agents have made any warranties or representation respecting the suitability or condition of the Lease Area and Common Areas. The RDCK is not responsible for any loss, damage or theft of items belonging to the Tenant stored in the Lease Area and Common Areas.
- 23 SAFETY** - The Tenant shall take all reasonable precautions to ensure the safety of persons using the Lease Area and Common Areas.
- 24 TENANT INSPECTION PRIOR TO USE** - The Tenant shall, throughout the Term of this Agreement and on each occasion it uses the Lease Area and Common Areas, inspect the Lease Area and Common Areas and shall forthwith notify the RDCK of any condition that that may render the Lease Space and Common Areas or anything therein hazardous or unsafe.
- 25 DAMAGE** – The Tenant must notify the RDCK if they cause or notice any damage to any infrastructure on the RDCK’s Premises.
- 26 RDCK RIGHT TO INSPECT** - The Tenant shall permit the RDCK to enter the Lease Area at all reasonable times to determine if the Tenant is complying with all its promises under this Agreement.
- 27 TENANT REPAIRS AND MAINTENANCE** - The Tenant shall pay and make arrangements for repairs and maintenance in accordance with the RDCK and Tenant Service Responsibilities table included in Schedule D. Except as otherwise provided in Schedule D the Tenant shall:
- repair and maintain and keep the Lease Area in a state of good repair as a prudent owner would do;
 - subject to sections 29, assume the full and sole responsibility of the condition, operation, maintenance, repair, replacement and management of the Lease Area and Leasehold Improvements during the Term; and
 - outside of the Lease Area, be responsible for the cost of repairing or restoring any environmental damage occurring to the Premises in connection with the Activities;
 - outside of the Lease Area, be responsible for the cost of any repairs to the Premises, any part thereof or any equipment which are required to be made due to the negligence or willful misconduct of the Tenant or anyone for whom the Tenant is responsible at law. The expense of such repairs or replacements shall include all reasonable costs and expenses incurred by the RDCK. The Tenant acknowledges and agrees that all repairs or replacements are to be carried out to the sole satisfaction of the RDCK.
- 28 REPAIR ACCORDING TO NOTICE** – Without restricting the generality of section 27, the Tenant will do all repairs and maintenance that it is obliged to do pursuant to section 27 promptly upon notice from the RDCK. If the Tenant does not perform all repairs and maintenance promptly upon notice from the RDCK, the RDCK reserves the right but will not be obliged to enter the Lease to restore the Premises and Leasehold Improvements back to the state of good repair. The Tenant will pay to the RDCK, on demand, the RDCK’s cost of so doing.

29 MAJOR REPAIRS - The Tenant shall not undertake any Major Repairs without first obtaining the consent of the RDCK, such consent not to be unreasonably withheld.

30 REPAIR AND MAINTENANCE STANDARD - All repair and maintenance work will be in all respects to a standard equal to or greater than the original work and material in the improvements, and will meet the lawful requirement of all statutory authorities.

31 RDCK REPAIR AND MAINTENANCE OBLIGATIONS - The RDCK shall pay and make arrangements for repairs and maintenance in accordance with the RDCK and Tenant Service Responsibilities table included in Schedule D. Except as otherwise provided in Schedule D the RDCK will not be obliged to repair, maintain, replace or alter the Lease Area or Leasehold Improvements during the Term or to supply any services or utilities thereto save and except for such services and utilities as the RDCK may be required to provide strictly in its capacity as a local government and not in its capacity as a RDCK.

32 DAMAGE TO RDCK'S PROPERTY - The Tenant will take all reasonable measures to ensure that the Premises is not in any way damaged during the Term and will fully reimburse the RDCK for any and all physical or environmental damages to the Premises caused by or attributable to the Tenant or its agents, servants, employees, or contractors. Any damage done by the Tenant to the Premises will be repaired at the Tenant's expense.

33 WASTE - The Tenant will not commit, suffer, or permit any willful or voluntary waste, spoil or destruction of the Premises.

34 ENVIRONMENTAL CONTAMINATION - The Tenant will at all times and in all respects comply with and abide by the requirements of all applicable Federal, Provincial or Municipal statutes, bylaws, regulations, orders and guidelines, which deal with environmental protection and safety and any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, and hazardous material or hazardous substance. Without limiting the foregoing, the Tenant will comply with the following provisions:

- (a) the Tenant will comply with any and all duties, obligations or liabilities under any relevant law in respect of the Lease Area and Common Areas, including but not limited to any costs, expenses or liabilities for any remedial action for any pollution of the Lease Area and Common Areas caused by the Tenant during the Term;
- (b) the Tenant must provide the RDCK with immediate notice of any condition on the Lease Area and Common Areas that may result in any fines, penalties, orders, proceedings, investigations, litigation or enforcement proceedings, made or threatened by any third parties or governmental agencies upon becoming aware of such condition. For the purpose of this agreement the notice is to be provided to the RDCK Agreement Administrator identified on the first page of this Agreement; and
- (c) the Tenant must provide the RDCK with immediate notice in writing, upon the Tenant becoming aware of any contamination of the Lease Area and Common Areas.

CONSTRUCTION

35 CONSTRUCTION - The Tenant may, if the Tenant is not then in default under this Agreement and with the prior written consent of the RDCK, undertake improvements, construction or renovations of the Lease Area and Common Areas. In giving its consent, the RDCK may impose any conditions, including, without limitation, location requirements, use restrictions, financial restrictions, insurance requirements and security obligations. There is no obligation by the RDCK to pay for the Leasehold Improvements.

36 PERMITS REQUIRED - The Tenant acknowledges that prior to undertaking any improvements, construction or renovations of the Lease Area and Common Areas, the Tenant must obtain a building permit and comply with all other bylaw requirements on construction and development.

37 UNDERGROUND UTILITIES - The Tenant shall be responsible for locating all underground utilities prior to commencing subterranean work and provide proof of such to the RDCK.

38 WORKER AND SITE SAFETY - As a condition of access to the RDCK's Premises, the Tenant, Tenant's representatives and Tenant's subcontractors shall comply with any site safety requirements identified by the RDCK.

39 REVERTER - The Tenant acknowledges that in the event the Agreement is terminated subject to section 55 and Schedule A section 1, all improvements completed by the RDCK on the Lease Area and Common Areas, past and present, shall become the property of the RDCK.

SUBCONTRACTORS

40 The Tenant shall preserve and protect the rights of the RDCK with respect to any supply of services or work performed under the Agreement and shall:

- (a) enter into Contracts or written agreements with the subcontractors requiring them to supply services and perform work in accordance with and subject to the terms and conditions of this Agreement; and
- (b) be as fully responsible to the RDCK for acts and omissions of the subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Tenant.

41 Nothing contained in this Agreement shall create any contractual obligation between any subcontractor and the RDCK.

RELEASE, INDEMNITY AND INSURANCE

42 RELEASE - The Tenant hereby releases the RDCK and its elected officials, officers, employees, agents, contractors, and licensees, from all claims for damages or other expenses arising out of any personal injury, death, or property loss or damage sustained by the Tenant or its employees, agents, contractors, subcontractors, officials, officers, sublessees, licensees, or invitees, except to the extent caused by the negligence of the RDCK, or those for whom the RDCK is, in law, responsible.

43 TENANT'S INDEMNITY - Notwithstanding the provision of any insurance coverage by the RDCK, the Tenant shall indemnify and save harmless the RDCK, its elected officials, officers, employees and agents and their successor(s), assign(s) and authorized representative(s) and each of them (collectively the "RDCK

People from and against losses, claims, damages, actions, and causes of action (collectively referred to as "**Claims**"), that the RDCK or RDCK People, or any one of them, may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, by reason of the use or occupation of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use or occupation of the Premises and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, or by reason of non-compliance by the Tenant with any laws or by reason of any defect in the Premises, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements.

44 SURVIVAL OF INDEMNITY AND RELEASE - The indemnity and release contained in this Agreement will survive the expiration or earlier termination of the Term.

45 INSURANCE - During the Term and for any additional period following the end of the Term set out in the Insurance Schedule of this Agreement, the Tenant will have and maintain in force in Canada, at a minimum, the insurance coverages set out in the Insurance Schedule, and the Tenant will otherwise comply with the provisions of the Insurance Schedule. Failure to secure such insurance coverage, or the failure to comply fully with any of the Insurance Schedule will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Tenant are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by the Tenant under this Agreement.

46 For the purposes of sections 42, 43, 44 and 45, "Tenant" includes any assignee, sub-tenant, licensee, sub-licensee or Sub-Contractor of the Tenant.

DISPUTE RESOLUTION

47 PROCEDURES - All claims, disputes or issues in dispute between the RDCK and the Tenant shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Agreement shall be governed by the laws of British Columbia, Canada.

48 ARBITRATION - In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

49 ARBITRATION LOCATION - Arbitration will take place in the Southern Interior of British Columbia.

50 COST SHARING FOR MEDIATOR PROCESS - Unless otherwise agreed by the parties or ordered by an arbitrator, each party will pay an equal share of the costs for the mediator process.

NOTICES, DEFAULT AND TERMINATION

51 NOTICES - Any notice, request or demand provided for in the Agreement shall be in writing and

- (a) Directed to the Agreement Administrator named on the front page of this agreement;
- (b) Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.

52 NOTICE OF DEFAULT - If the Tenant defaults in the payment of any money payable under this Agreement or fails to observe, comply with or perform any of its covenants, conditions, agreements or obligation under this Agreement, the RDCK may deliver to the Tenant a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 30 days of the notice if the default is non-payment of Rent and within 60 days of the notice for other defaults, but less or no notice is required to be given by the RDCK in emergency or urgent circumstances, as determined by the RDCK in its sole discretion, acting reasonably, or where the Tenant has failed to keep the Lease Area insured or where the Lease Area remains vacant or unoccupied or not used for the purposes herein permitted for 30 consecutive days or more.

53 RDCK'S RIGHT TO PERFORM - If the Tenant fails to rectify or cure a default within the time and in the manner specified in section 52 and if the default is one that can be rectified or cured by the RDCK, the RDCK may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Tenant as additional Rent. Nothing in this Agreement obligates the RDCK to rectify or cure any default of the Tenant but should the RDCK choose to do so, the RDCK shall not be liable to the Tenant for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

54 DISTRESS - If the Rent payable by the Tenant under this Agreement is in arrears, the RDCK or a person authorized in writing by the RDCK may enter upon the Lease Area and Common Areas and seize any goods or chattels and may sell the same. The RDCK may use enough force for that purpose and for gaining admittance to the Lease Area and Common Areas, and the Tenant releases the RDCK from liability for any loss or damage sustained by the Tenant as a result.

55 PROVISOS - Provided always and it is hereby agreed that the RDCK may, without further notice to the Tenant, terminate this Agreement and re-enter and take possession of the Lease Area and revoke the Tenant's access to and use of the Common Areas if:

- (a) the Rent or any other amount due to the RDCK hereunder is unpaid for 30 days after notice pursuant to section 52; or
- (b) the Tenant fails to observe, comply with or perform any of its covenants, agreements or obligations herein and the failure is not rectified or cured by the Tenant within the time specified in section 52.

In such circumstances, the rights of the Tenant with respect to the Lease and Common Areas shall lapse and be absolutely forfeited. The Tenant will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under this section. If the RDCK terminates this Agreement, the RDCK retains the right to proceed at law against the Tenant for all of the Rent and other loss or damage and costs.

56 COSTS - If the Tenant defaults on this Agreement, the Tenant will pay to the RDCK the RDCK's full costs including legal costs arising from the default, whether before action or otherwise and, at the option of the RDCK, upon a solicitor and client basis.

57 REMEDIES CUMULATIVE - The RDCK's remedies in this Agreement are cumulative and are in addition to any remedies of the RDCK at law or in equity.

58 AMENDMENT TO ARTICLES OR BYLAWS - The Tenant will provide the RDCK with not less than 30 days written notice of any planned amendment to the Tenant's articles or bylaws and its status as a corporation under the *Business Corporations Act* or the *Societies Act*.

59 DISSOLUTION - If an order is made, a resolution passed or a petition filed for the liquidation or winding up of the Tenant or of a receiver or receiver-manager is appointed to administer or carry on the Tenant's business or if the Tenant fails to maintain itself in good standing as a corporation under the *Business Corporations Act*, as a society under the *Societies Act* or other enabling legislation as applicable, then at the option of the RDCK, the Rent and all outstanding levies and charges shall become immediately due and payable and this Agreement shall immediately become forfeited and void, and the RDCK may re-enter and take possession of the Lease Area and revoke the Tenant's access to and use of the Common Areas.

60 BANKRUPTCY - If this Agreement is at any time seized or taken in execution on in attachment by any creditor of the Tenant, or if the Tenant should become insolvent or make any assignment for the benefit of creditors, or commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankrupt petition is filed or presented against the Tenant or the Tenant consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Tenant to be bankrupt under any law relating to bankruptcy and insolvency, then at the option of the RDCK, the Rent and all outstanding levies and charges shall become immediately due and payable and this Agreement shall immediately become forfeited and void and the RDCK may re-enter and take possession of the Lease Area and revoke the Tenant's access to and use of the Common Areas.

61 DESTRUCTION - If the Lease Area or any part of them are at any time during the Term burned down or damaged by fire, flood, lightning, explosion, tempest, earthquake or tsunami:

- (a) the Rent or a proportionate part of it according to the nature and extent of the damage sustained shall be suspended and abated until the Lease and License Areas have been rebuilt or made fit for the purpose of the Tenant; or
- (b) if the RDCK elects not to undertake restoration, repair or replacement this Agreement shall terminate and, for the

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

62 SURRENDER - Upon the expiration or earlier termination of this Agreement, the Tenant shall remove the Tenant's Property from the Lease Area and restore the Lease Area to its original condition, except:

- (a) for damage caused by ordinary wear and tear; or
- (b) upon negotiation both parties agree that the Leasehold Improvement will become the property of the RDCK.

The Tenant shall peaceably surrender and give up possession of the Lease Area and access to the Common Areas without notice from the RDCK, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary.

LAND

63 LIENS AND JUDGMENTS - The Tenant will not permit any liens, judgments or other charges to be registered against the Premises except those charges permitted in writing by the RDCK. Unless otherwise agreed in writing, if any lien, judgment or other charge is registered, the Tenant will obtain its discharge within 30 days of the said registration.

64 CHARGES ON TITLE - The Tenant shall abide and observe all requirements and restrictions on the title of the Premises registered prior to the Commencement Date.

65 FILING NOTICE OF INTEREST - Throughout the Term, the RDCK is entitled to file a Notice of Interest pursuant to the *Builders Lien Act, SBC 1997, c. 45* as amended or re-enacted, in the appropriate Land Title Office against title to the Premises.

66 OTHER DISPOSITION - The RDCK reserves the right to grant rights of way, easements, covenants and other dispositions of the Premises or any part of it in a manner consistent with this Agreement and the Tenant shall execute any such document if requested by the RDCK. The RDCK shall make reasonable efforts to ensure that the activities of the Tenant are not impeded as a result of any grant under this section 66. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is not inconsistent with this Agreement if it does not charge the Lease Area.

67 REGISTRATION - This Agreement is not in registerable form; however, the parties may by mutual consent register a copy of the Agreement in the Land Title Office and subject to their mutual agreement, shall execute all necessary actions to effect registration at the cost of the Tenant.

68 ESTOPPEL CERTIFICATE - The Tenant will, upon request, execute and deliver a certificate certifying the current status of this Agreement.

LAWS, BYLAWS, REGULATIONS

69 COMPLIANCE WITH LAWS - The Tenant will at all times during the Term and any Renewal Term use and occupy the Lease Area and use the Common Areas in compliance with all statutes, laws,

regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

70 PRIVACY LAWS – The Tenant acknowledges that the RDCK is subject to the disclosure requirements of the Freedom of Information and Protection of Privacy Act of British Columbia.

71 ZONING - Without limiting section 69, the Tenant acknowledges that the Tenant must not use the Premises or permit a use in breach of the RDCK's applicable zoning bylaws.

AGREEMENT GOVERNANCE

72 LAW - This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

73 LAW TO THE CONTRARY - This Agreement shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

74 ENUREMENT - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

75 SEVERANCE - If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

76 COVENANTS AND CONDITIONS - All of the provisions of this Agreement shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

77 NO WAIVER - Waiver by the RDCK of any default by the Tenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

78 REFERENCES - Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

79 AMENDMENT - The Agreement may not be modified or amended except by an instrument in writing signed by the RDCK and the Tenant.

80 REMEDIES NOT EXCLUSIVE - No remedy conferred upon or reserved to the RDCK is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

81 NATURE OF INTEREST - Nothing in this Agreement shall constitute the Tenant as the agent, joint venture or partner of the RDCK or give the Tenant any authority or power to bind the RDCK in any way.

82 TIME OF ESSENCE - Time is of the essence of this Agreement.

83 LEGAL STATUS - The Tenant warrants, represents and agrees that:

- (a) it has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
- (b) the Tenant is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it, and has made all filings required under such legislation; and
- (c) it has the power and capacity to enter into and carry out the transaction provided for in this Agreement.

84 FURTHER ASSURANCES - The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement.

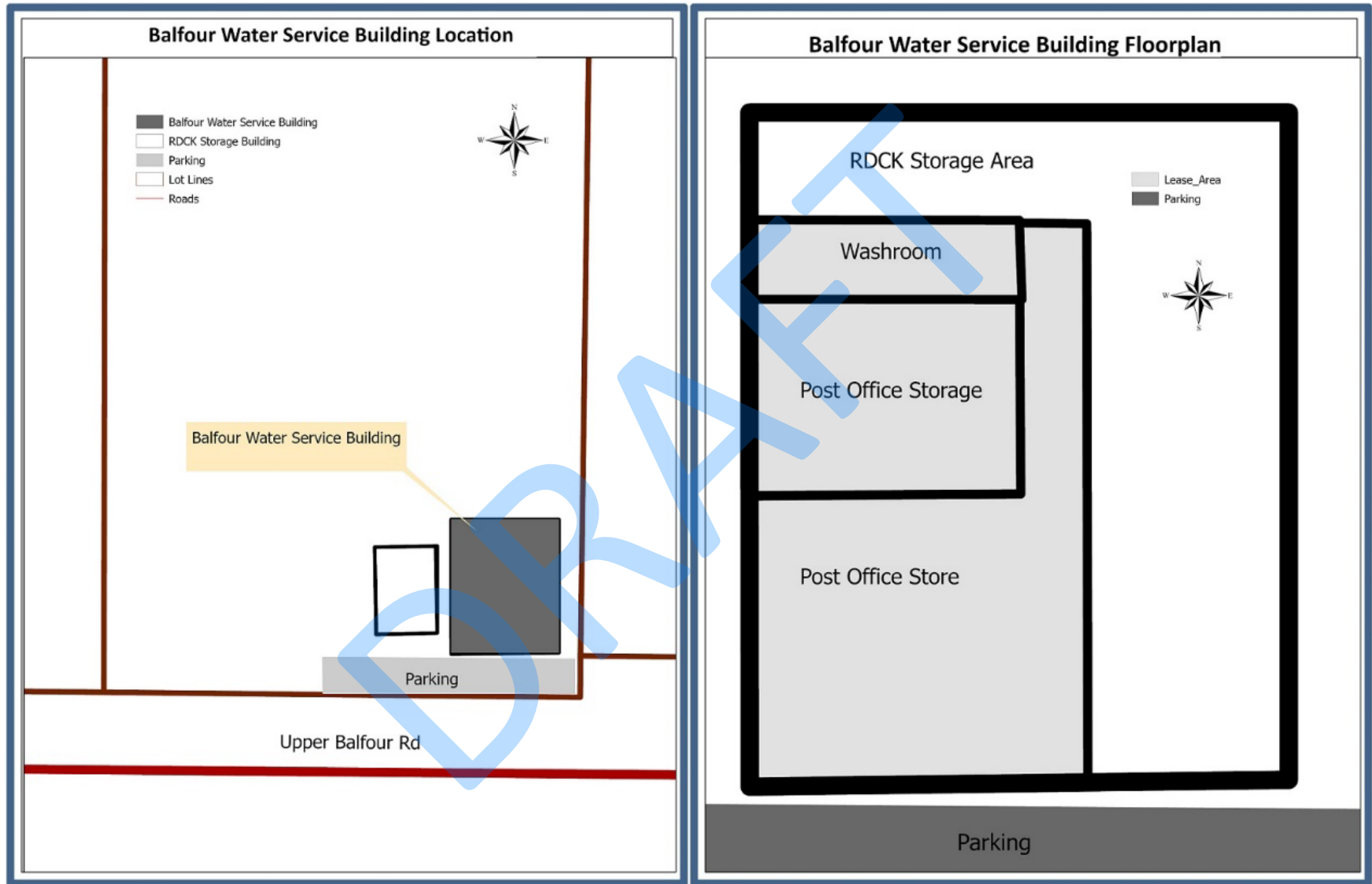
85 NO DEROGATION - Nothing contained or implied in this Agreement will impair or affect the RDCK's rights and powers in the exercise of its functions pursuant to the *Local Government Act* or any other enactment, and all such powers and right may be fully exercised in relation to the Premises as if this Agreement had not been entered into between the Tenant and the RDCK. The Tenant acknowledges that fulfillment of the condition precedent set out in this Agreement may require that the Board of the RDCK adopt bylaws or issue permits and that the passage of said resolutions or adoption of said bylaws or issuance of said permits by the Board of the RDCK are within its sole absolute discretion which is not any manner subject to the provisions hereof.

86 ENTIRE AGREEMENT - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.

SCHEDULE A - TERM AND RDCK PREMISES

- 1 DEMISE AND TERM** - The RDCK hereby demises and leases to the Tenant the Lease Area for a term commencing **15th January, 2026** (the “**Commencement Date**”) and ending on **14th January, 2027** at 11:59 pm or such earlier or later date as may be determined by the mutual agreement of the parties or in accordance with this Agreement (the “**Termination Date**”), to have and to hold for the Term as the Tenant, and the Tenant does hereby accept the demise and lease of the Lease Area, all subject to the covenants, conditions and agreements herein contained; and
- 2 RENEWAL** - The Agreement may be renewed for **three** 1 year periods upon mutual agreement of the parties.
- 3 HOLDING OVER** - If the Tenant should hold over after the expiration of the Term and the RDCK should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month with Rent payable in an amount equal to 110% of the Rent payable at the expiration of the Term or Renewal Term, as the case may be.
- 4 RDCK PREMISES** - The RDCK owns and operates the Balfour Water Service Office, and all appurtenances as located at 7645 Upper Balfour Road, in Balfour, Province of British Columbia, more particularly known and described as: Lot 9 Plan NEP762 District Lot 192 Kootenay Land District Lying East of a Line Parallel to and 150 Feet Perpendicular Distant from the Ely Boundary in the map and site plans included below (“Premises”) and has identified the Balfour Post Office, which area is marked on the map below as the “**Lease Area**”, and the Parking, identified as the “**Common Areas**” in Schedule B, which the Tenant may access and use as per the terms of this Agreement.

(Continued on next page)



SCHEDULE B - COMMON AREAS ACCESS AND USE

- 1 **COMMON AREAS** - Except as stated below, the Tenant is not permitted to access or use any part of the Premises, other than the Lease Area:
 - (a) **Parking** - The Tenant will have non-exclusive and non-transferable rights to access of the Premises' parking lot. The Tenant must park in the designated parking area, and must not block or impede access to the garage area on the east side of the building.

CONTROL AND MAINTENANCE OF COMMON AREAS

- 2 The control, general cleanliness, operation and maintenance of the Common Areas will be under the exclusive control of the RDCK.
- 3 Without limiting the generality of the foregoing, the RDCK may retain contractors and employ personnel to repair, operate, administer and manage the Common Areas or any portion thereof.
- 4 The RDCK may, at any time and from time to time, make changes, alterations and modifications to the Common Areas or any portion thereof by the construction, removal, relocation or alteration of any improvements within the Common Areas.
- 5 The RDCK will have access to the Common Areas at all reasonable times for the purpose of making any such changes and the RDCK will, to the extent reasonably possible in the circumstances, minimize any interference with the Tenant's use of the Common Areas.

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SCHEDULE C - LEASE AREA SUPPLEMENTARY TERMS AND CONDITIONS

1 ACTIVITIES - The Tenant is authorized to undertake the following activities within the Lease Area:

- (a) Operate a Canada Post Corporation Post Office in Balfour.

2 KEYS - Access keys will be provided by the RDCK to the Tenant’s Key Holder(s) identified below:

KEY HOLDER NAME	PHONE NUMBER	EMAIL

(a) The Tenant must adhere to the following conditions for use of the keys:

- (i) Any changes to the Key Holder(s) must be reported in writing to the RDCK Agreement Administrator identified on the first page of this agreement within 3 business days;
- (ii) Access is granted only to the Lease Area and Common Areas. All other portions of the RDCK Premises are off-limits to the Tenant;
- (iii) The Tenant is not authorized to copy the keys or lend, share or distribute the key(s) to others;
- (iv) The keys must be returned at the end date of this Agreement.

3 THE TENNANT AGREES TO THE FOLLOWING REQUIREMENTS:

(i) The Tenant agrees to pay any annual taxes assessed under Law by the Assessor of the Provincial Tax Authority, for the Tenant's use of the above detailed spaces in the Balfour Water Service Office. The Tenant accepts the responsibility for making any appeal of taxes so assessed. Penalties for late payment of such taxes are accepted herewith as the sole responsibility of the Tenant.

(ii) The Lease Area will only be utilized for providing a Canada Post Corporation Post Office for the residents of Balfour on weekdays The Lease Area shall not in any event be used for overnight sleeping.

(iii) The Tenant agrees to remove from the building and grounds of the Lease Area all his/her goods and chattels and any accumulated waste/litter on or before the termination of this Lease Agreement. In the event that this clause is not complied with, the RDCK or its agents may arrange to have removed and

stored any such un-removed goods and chattels and wastes at the Tenant's expense; and the RDCK shall not be liable for any damage to, or loss of, said goods and chattels or wastes during such removal, storage or both.(iv) Garbage disposal and removal from the property is the Tenant's sole responsibility. Temporary storage of garbage shall be in a secure and sanitary manner. Accumulations shall be for no more than seven (7) days. (v) As conditions of tenancy, all inside lights and thermostats must be turned off at the end of each business day, and all exterior doors must be securely locked.

(vi) There is to be no smoking, vaping or cannabis consumption in the building.

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SCHEDULE D – RDCK AND TENANT SERVICE RESPONSIBILITIES

(A) ITEM	(B) To Be Provided by RDCK, Cost Included in the Rent	(C) To Be Provided by RDCK, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
LEASE AREA CLEANING				
Janitorial Service and Supplies			X	
Window Cleaning Interior			X	
Window Cleaning Exterior			X	
LEASE AREA MAINTENANCE				
Minor Repairs and Maintenance			X	
Major Repairs and Maintenance	X			
Redecoration and Refurbishment			X	
Landscaping				X
HVAC				
Preventative Servicing			X	
Minor Repairs			X	
Capital/Asset Management	X			
ELEVATOR				
Preventative Servicing				X
Minor Repairs				X
Capital/Asset Management				X
ELECTRICAL				
Lamp and Tube Replacement			X	
Preventative Services			X	
Minor Repairs			X	
Capital/Asset Management	X			
NON-ENERGY UTILITIES				
Garbage Removal			X	
Water and Sewage	X			
Recycling Program			X	
FUELS				
Heating and Cooling				X
ELECTRICITY				
Electricity	X			

SECURITY SYSTEMS				
Equipment and Monitoring				X
Patrols				X
FIRE AND SAFETY				
Building	X			
Premises	X			
TENANT IMPROVEMENTS				
Tenant Improvements			x	
Premises Maintenance			X	
TAXES				
All taxes, charges, levies and other fees, including Goods and Services Tax, or any replacement tax, which may be payable in respect of this Agreement.			X	
PARKING				
Parking Rent				X
Snow Removal			X	
Repairs and Maintenance			X	

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SCHEDULE E - INSURANCE

1 INSURANCE - The Tenant must provide their Certificate of Insurance and Insurance Policy, confirming the insurance requirements below, or or their equivalent which must be agreed to at the sole discretion of the RDCK, prior to execution of this Agreement and shall maintain this coverage for the Term of this Agreement:

COVERAGE TYPE	AMOUNT	AGGREGATE	MAXIMUM DEDUCTIBLE
(a) Comprehensive Commercial General Liability	\$2,000,000.00 per occurrence	N/A	\$5,000
(b) Broad Form Commercial Property	Amount sufficient to cover Tenant's equipment, stock, tools, and any improvements and betterments, fixtures, appurtenances	N/A	\$5,000

2 CGL COVERAGE - The Tenant's **Commercial General Liability** coverage must include but is not limited to the following:

- (a) **Broad Form bodily injury, property damage, and personal injury** coverage, on an occurrence basis;
- (b) **Blanket Contractual** Liability endorsement;
- (c) **Cross Liability** and/or **Severability of Interests**;
- (d) A **Waiver of Subrogation** in favour of the Regional District of Central Kootenay;
- (e) Name "**the Regional District of Central Kootenay, its elected officials, officers, employees, servants, and agents**", as an **Additional Insured**;
- (f) Require the insurer to provide the RDCK with **30 days written notice** of any material change or cancellation;
- (g) **Products and Completed Operations**;
- (h) **Tenant's Legal** Liability in the amount of **\$250,000**
- (i) **Premises** Liability.

3 The above noted policy(ies) of insurance must be **Primary and Non-Contributory** to any other sources of insurance available to the Tenant or the RDCK.

- 4 PROPERTY COVERAGE** - The Tenant's **Broad Form Commercial Property** coverage must include, but is not limited to:
- (a) **Full Replacement Value**
 - (b) **Flood** Damage
 - (c) **Sewer** Backup
 - (d) **Earthquake** Damage
- 5 ADDITIONAL TENANT INSURANCE TERMS AND CONDITIONS**
- 6** The Tenant is solely responsible for determining what additional insurance coverage, if any, is necessary or advisable for the protection of the Tenant or that is required by the Tenant to fulfill its obligations under this Agreement, with such additional insurance maintained and provided at the sole expense of the Tenant and with the Tenant being responsible for obtaining whatever additional insurance it deems necessary.
- 7** The RDCK may, at its discretion, notify the Tenant that the terms, amounts and types of insurance required to be obtained by the Tenant hereunder be changed.
- 8** If the Insurance Policies expire during the Term, the Tenant shall renew the Insurance Policies prior to the expiry date and provide a Certificate of Insurance confirming such renewal to the RDCK within 14 days of your current policy.
- 9** In the event the Tenant shall fail to take out and maintain such insurance at all times during the Term as provided in this Schedule, the RDCK shall be entitled to take out and maintain equivalent insurance at the cost of the Tenant and the Tenant will pay to the RDCK, on demand, the RDCK's cost of so doing; or at the option of the RDCK, the RDCK shall be entitled to terminate this Agreement.
- 10** All policies may provide that the amount payable in the event of any loss will be reduced by a deductible, in an amount to which the RDCK consents. Consent, non-consent, and/or authorized consent of the RDCK will not constitute an agreement by the RDCK to participate in the financial undertaking of the Tenant to satisfy any deductible payable. The Tenant will be solely responsible for any and all insurance deductible;
- 11** That the Tenant will not do or permit anything to be done whereby any of the RDCK's policy of insurance on the buildings or any part policy of insurance on the buildings or any part thereof may become void or voidable or whereby the premium thereon may be increased.

SCHEDULE F - RENT AND PAYMENT TERMS

- 1 RENT** - The Tenant shall pay Rent to the RDCK in the amount of **\$537.02** (excluding GST) per month during the Term of this Agreement, starting on the Commencement Date of this Agreement.
- (a) The RDCK will invoice the Tenant on a monthly basis during the Term. All invoices must be paid within thirty (30) days of being issued by the RDCK.
- (b) The following account number and contract number must be included with each payment:

Rent GL Account # 10697 OPR310-100

Contract #: 2025-215-ENV_ELLEN_KELLY

- 2 METHOD OF PAYMENT** - Payment must be made by cheque, addressed to:

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

- 3 ANNUAL CPI INCREASE** - Rent shall be adjusted annually on the anniversary date of the Contract according to the following formula:

Cummulative Annual Contract Price x Percentage Change of the BC Consumer Price Index 12 month Average for the previous 12 months immediately preceding the date for which the fee rate is being adjusted.

On the anniversary of the Contract it is the responsibility of the RDCK to engage with the Tenant to determine any adjustments. Supporting calculations and documentation shall be available for both parties to review and approve. The RDCK shall adjust invoices accordingly as soon as possible.

The RDCK will, at its absolute discretion, reserve the right to review and adjust the formula annually. The tables referenced will be the most up to date and relevant tables available at the time of the adjustment.



Update on Funding Third Parties with Community Works Funds

Author:	Mike Morrison, Senior Manager of Corporate Administration
File Reference:	05-1850
Electoral Area/Municipality:	ALL ELECTORAL AREAS
Services Impacted	N/A

1.0 PURPOSE OF REPORT

At the April 2025 Board meeting the following resolution was adopted :

213/25 That the Board direct staff to investigate and report back on options for the Board to support third party Community Works applications through RDCK services.

The purpose of this report is to update Directors on the recent history with third party CWF applications.

2.0 BACKGROUND AND UPDATE

In Nov. 2025 the Rural Affairs Committee received a report outlining recent changes to the Community Works Fund program specifically related to the funder's new restriction on local governments using Community Works Funds (CWF) to fund third party projects. That report is included as background information as Attachment A.

Three of the four requirements for funding third party projects are proving to be challenging for the RDCK to meet for third parties. These requirements and recent interpretations and application of the requirements in relation to RDCK-proposed third party projects are summarized as follows:

1. Board or council has identified the project as a regional or municipal priority within a long-term capital investment plan;

Until recently UBCM had shown some flexibility on this requirement, with a connection to a broadly worded objective within an Official Community Plan or a Recreation Master Plan in some cases being a sufficient linkage to the planning requirement. This appears to have changed, and we must adhere to three requirements to meet the current standard:

1. The specific project or asset must be identified within a plan
2. The plan must be a document produced by the RDCK or another local government
3. The plan must show long-term capital investments

UBCM has confirmed that the RDCK would satisfy these requirements with an approach that includes both of the following:

1. RDCK initiates and creates local area recreation or water plans that identify specific third-party projects as local priorities. None of these plans currently exist or have been directed by the Board at this time.
2. Identify revenues and expenditures for all Community Works Funds within the RDCK Five- Year Financial Plan that is updated annually with current-year approved projects. This would likely be shown within an allocation service.

2. Board or council has not prioritized the 3rd party project over a local government owned priority project;

UBCM requires that any third-party project approval be accompanied by a Board resolution that includes a statement to the effect of this requirement. To date, no projects have moved forward for approval with this requirement being considered by the Board. The intent of the requirement is that the Board compare local government funding needs against the proposed third-party project and only advance third party projects that reflect Board priorities. UBCM has confirmed that funding third parties through CWF does not have a direct negative impact on the scoring for competitive grant applications. However, directors should note that the current Strategic Priorities Fund (SPF) intake is significantly oversubscribed and that local governments that have available CWF to put towards the projects they applied to the SPF for will likely be factor in project awards.

3. The project is supported by asset management planning

Historically it has been very difficult for third party CWF recipients to demonstrate they have met a reasonable standard for asset management planning. These asset management plans are reviewed by staff, not UBCM, so there has been some discretion that staff applied in the past. However, the new RDCK/UBCM funding agreement has stronger requirements for asset management. Third parties applying for CWF funding will soon be required to submit their asset management plans on UBCM-approved templates based on Asset Management BC standards. This requirement alone will make access to CWF very challenging for many smaller organizations.

The Asset Management Commitments the RDCK is contractually obligated to by way of Schedule F of the agreement are as follows:

- *Reporting on continuous improvement of Asset Management practices over the duration of the Agreement, including reporting through the Ministry of Municipal Affairs Local Government Data Entry (LGDE) System,*
- *Development and implementation of Long-term Financial Plans*
- *Ongoing Asset Management education and training, and*
- *Implementing asset management performance measurement.*

4. The project meets the minimum outcomes reporting criteria as identified below. Any project that receives more than \$25,000 of CWF funding must complete annual outcomes reporting which will include the following information:

o Population directly served by the project

o First Nation Population directly served by the project

o Output metric

o Outcome metric

Staff do not believe this requirement will be a significant barrier to third party recipients however there have been historic challenges in getting third parties to adequately quantify their project outcomes and submit the required reporting in a timely fashion.

Other Requirements

As noted in the Dec 2024 report to RAC the RDCK, as the signatory to the UBCM agreement, retains the legal responsibility to ensure third party adherence to the obligations of Ultimate Recipients as they are defined within the agreement. Continuing to fund third parties under the new UBCM/RDCK agreement would impose due diligence obligations upon the RDCK to ensure the funded third party adheres to RDCK procurement policies. Based on staff's experience with this requirement with other Province grant funds this would introduce significant risks for the RDCK and could place significant time demands on staff.

The administrative burden of CWF program administration is already substantial for third -party projects. Layering in the new requirements would add demands upon staff time, and at historic volumes of third-party applications it would not be possible to meet our obligations with current staffing resources.

Current trends

Since Dec. 2024 staff have consulted with UBCM on every third-party project that enters our application process. We have observed increasingly stringent interpretations from UBCM over the past year and insistence on the RDCK providing proof of the requirements being met prior to approving a project.

To highlight the challenges facing the RDCK in continuing to fund third party projects consider the recent example of the Sproule Creek bridge replacement. The Pulpit Rock Trails Society has a stewardship agreement with the Province for the Sproule Creek trail, on which some bridges require repair. The society approached the RDCK to fund the bridge project with CWF. The project is supported by the Area F Director and aligns quite strongly with the objectives in the RDCK's Parks and Trails Strategy, though this trail is not mentioned specifically within that strategy. In order to receive CWF funding the following steps would need to occur in sequence before UBCM will approve the project:

1. RDCK Parks completes a prioritization matrix to attach to the Parks and Trails Strategy that names the assets and includes a high-level asset management assessment, and which assigns a relative priority to the project. Parts of this work may be already planned by the RDCK Parks group.
2. The project is specifically identified within the RDCK Five Year Financial Plan.
3. The RDCK, the Province and the Society enter into a Memorandum of Understanding that identifies roles and responsibilities for each party and confirms that the society and the Province will meet the specific requirements of the UBCM /RDCK agreement.

4. The society completes asset management planning in accordance with Asset Management BC standards.
5. The Society submits a formal funding application for project to the RDCK.
6. The RDCK Board awards the funding subject to UBCM approval and confirms by resolution that the project is not being funded over an RDCK priority.
7. The project documentation is submitted to UBCM for approval.
8. Following UBCM approval the RDCK enters into agreement with the Society and initiates contractually obligated due diligence.

Going forward, fulfilling the required steps to achieve approval for third party projects would involve significant effort on the part of applicants, stakeholders, and staff. Realistically, the new requirements will be very difficult to achieve for any third party and staff expect that most prospective third parties seeking CWF would not be interested in expending the effort required to receive the funding. Effectively this may mean that CWF is going to internal projects only going forward. Considering that we currently cannot meet the plan requirements for any third-party project, it would likely be 2027 at the earliest before the RDCK could fund any third parties with CWF.

In the meantime, the following circumstances will shape the near future considerations for upcoming CWF expenditure:

- Completion of RDCK asset management plans will identify funding shortfalls for replacement of RDCK-owned assets
- Expansion of eligible project categories within the 2024 funding agreement, such as those related to disaster mitigation, fire halls, and housing planning provide new outlets for CWF funds.
- Recreation planning processes currently underway may identify new infrastructure project priorities.
- Contribution of designated electoral area CWF to regional projects may increase

UBCM staff have informally noted that regional district funding of CWF to third parties have dropped significantly over the past year in response to the changes within the 2024 funding agreement. Additionally, they are seeing some regional districts initiating processes to either create new services or bring third party assets into existing regional district services in order to maintain eligibility for CWF funding.

It is also worth noting that UBCM appears to be stepping up enforcement of their eligibility requirements. A recent UBCM audit determined that the 2024 Nelson Cycling Club Trail Enhancement and Upgrade project funded with Areas E and F-designated CWF was not eligible for funding on the basis that project expenses were related to maintenance of existing trails rather than building new infrastructure. Consequently, \$28,956 will be withheld from the RDCK's next CWF payment from UBCM, to be shared equally between Areas E and F.

3.0 NEXT STEPS AND TIMELINE

No actions are planned at this time. Through 2025 staff have been communicating the UBCM requirements to prospective third parties seeking CWF. This has resulted in far fewer third-party applications than in the past, and we expect this trend to continue with recent confirmation from UBCM staff that the requirements listed in this report will be firmly interpreted going forward. This will be clearly communicated to prospective third party applicants by way of an update page on the RDCK website providing a plain-language summary of the requirements and associated processes.

The Board may consider directing staff to undertake actions that would support the RDCK's likelihood of success in awarding CWF grants to third parties in the future. Specifically, this means an analysis of the impacts and benefits of creating local area recreation and water plans and the inclusion of CWF disbursement within the RDCK Financial Plan.

Respectfully submitted,

Mike Morrison, Senior Manager of Corporate Administration/ Corporate Officer

CONCURRENCE

Uli Wolf General Manager of Environmental Services **Approved**

Yev Malloff – Chief Financial Officer **Approved**

Joe Chirico – Acting Chief Administrative Officer **Approved**

Attachment A – 2024-12-01 RAC Report- Community Works Fund Eligibility



Committee Report

Date of Report:	12-01-2024
Date & Type of Meeting:	12-11-2024 Rural Affairs Committee
Author:	Mike Morrison, Manager of Corporate Administration / Corporate Officer
Subject:	Changes to Community Works Fund Eligibility
File:	05-1850-20
Electoral Area/Municipality:	All Electoral Areas

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to explain recent changes to eligibility for the Community Works Fund (CWF) program funding for non-RDCK infrastructure projects.

SECTION 2: BACKGROUND/ANALYSIS

In August 2024 the Board approved entering into the 2024-2034 CWF Agreement with the Union of British Columbia Municipalities (UBCM) who administers the fund in BC under contract with Canada under the Canada Community Building Fund.

The CWF program was originally designed as a municipal infrastructure program, and within BC it evolved differently to meet the unique needs of regional districts. Specifically, the funding of third party projects in areas where there may not be regional district infrastructure is unique to BC. UBCM staff identified that around 300 third party projects are funded annually in BC, whereas in all other provinces combined there has been only one third party project funded in the past ten years. In any given year the RDCK would account for roughly between 5%- 15% of the BC total. Since the inception of the CWF program 203 of the 308 (or 66%) of CWF projects funded by the RDCK have been delivered by third parties.

Like other regional districts, the RDCK has historically allocated out the funds to each electoral area. Prior to 2014, much of the RDCK's CWF funds went to greenhouse gas and energy efficiency projects as this was Canada's focus for the program. In this period some funds were pooled funds for internal projects, but in areas with little or no RDCK infrastructure UBCM permitted the funds to be used for third party projects such energy upgrades at community halls. When the list of eligible project categories expanded significantly in the 2014 - 2024 funding agreement, UBCM intended that this change would redirect CWF funding toward regional district-owned projects to better align with Canada's intent for the program. Many of the projects funded under the new categories went to third parties. The continued proliferation of smaller, low \$ value, third party projects in BC was flagged by Infrastructure Canada and changes to UBCM's delivery of the program to address these concerns were included within the 2024-2034 funding agreement.

In November 2024 UBCM denied funding to third party CWF applications submitted by the RDCK that otherwise met the eligibility requirements. UBCM staff identified the following requirements in the CWF Program Guide as the basis for the denial:

Projects relating to an asset not owned by a local government must be approved through a board or council resolution on which identifies the project meets the following criteria:

- 1. Board or council has identified the project as a regional or municipal priority within a long-term capital investment plan;**
- 2. Board or council has not prioritized the 3rd party project over a local government owned priority project;**
- 3. The project is supported by asset management planning**
- 4. The project meets the minimum outcomes reporting criteria as identified below. Any project that receives more than \$25,000 of CWF funding must complete annual outcomes reporting which will include the following information:**
 - o Population directly served by the project***
 - o First Nation Population directly served by the project***
 - o Output metric***
 - o Outcome metric***

The new requirements described above were introduced within the CWF Program Guide (updated June 2024) and are specifically intended to nudge regional districts to allocate their CWF funding to regional district-owned projects. Third party projects can still be funded but they must be tied to a regional district planning process, meet a reasonable test to ensure they are not prioritized over regional district projects, and be supported by asset management planning. A very small proportion of the third party-owned projects the RDCK has funded through CWF would qualify under the new rules. UBCM has noted to staff that these new requirements are mandatory, and that continuing to fund projects that do not meet the new criteria would be grounds for compliance measures against the RDCK.

Additionally within the UBCM Funding agreement there was a change to the definition of Ultimate Recipient. Prior to 2024 only a local government could be considered an Ultimate Recipient. The definition was changed to allow other parties to be considered Ultimate Recipients. UBCM confirmed that any third party funded by the RDCK would be considered an Ultimate Recipient and be required to meet all of the obligations of an Ultimate Recipient. The RDCK, as the signatory of the agreement with UBCM, would retain legal responsibility for meeting the contractual obligations. In practice, these risks are managed through the funding agreements which pass through UBCM's requirements to the third party. However there are due diligence obligations upon the RDCK to verify that the third parties meet UBCM's requirements.

Staff also note that there are new requirements in the UBCM/ RDCK CWF funding agreement for Ultimate Recipients to adhere to RDCK procurement policies, the asset management best practices identified by UBCM, and the UBCM communications protocols. If the RDCK were to continue CWF funding to third parties as it has done in the past it would be very challenging to achieve proper oversight on these three items with our current staff resources. Further, the new definition of Ultimate Recipient requires that any third party funded through CWF "delivers a service typical of local government", which adds to eligibility considerations for third party projects.

These new requirements affect all regional districts. UBCM has not provided clear guidance regarding specific and objective standards that must be attained in relation to the new eligibility requirements for a proposed third party project to receive CWF funding. For example these requirements can be interpreted in different ways. As an example- it is not yet clear what standard of proof is required to show that the third party project hasn't been

prioritized over and RDCK project. Staff expect clearer guidance will be provided by UBCM as regional districts adjust to the new requirements. Going forward - project eligibility will be considered by UBCM on a case-by-case basis and they have encouraged RDCK staff to consult with UBCM early when we are approached by third parties for proposed CWF projects. Generally speaking, we can expect the following relevant considerations regarding third party eligibility:

- RDCK Grant-In –Aid services funded through taxation may be given special consideration for meeting the new requirements or possibly considered as internal RDCK projects ;
- Master plans for RDCK services that include capital projects delivered by third parties would satisfy the UBCM requirement for capital investment plans. Where these plans are not in place, the Board could direct that they be developed;
- Third party water infrastructure projects may be given special consideration on the basis of strong ties to CWF program goals, the alignment with ‘typical local government services’, and these projects often being supported by asset management planning. While the Board has made some commitments to support non –RDCK water systems these could be formalized to better align with UBCM requirements;
- Many of the third parties historically receiving funding through the RDCK CWF program will become ineligible for future funding through this program;

The changes to CWF eligibility will impact how rural Directors may approach the allocation of assigned CWF funds over the coming years. The following circumstances are relevant:

- The upcoming completion of formal RDCK asset management plans will identify infrastructure priorities eligible for CWF funding;
- Recreation planning processes currently underway may identify new infrastructure project priorities;
- Expansion of eligible project categories within the 2024 funding agreement, such as those related to disaster mitigation, fire halls, and housing planning provide new outlets for CWF funds;

Going forward, staff will undertake the following actions:

1. Develop an initial screening matrix for use with proposed third party CWF applications for the purpose of establishing conformance with the new UBCM requirements prior to a full application being prepared.
2. Update the Community Works Fund agreement template for third party projects that the RDCK uses with third parties to align with the new requirements in the 2024 UBCM/ RDCK agreement and to effectively manage risk for the RDCK. While staff expect that the template will be used less frequently it still must be updated.

SECTION 3: DETAILED ANALYSIS			
3.1 Financial Considerations – Cost and Resource Allocations:			
Included in Financial Plan:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov’t Approvals Required:
			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

None specifically at this time. Changes to the CWF program eligibility may result in funding being prioritized for RDCK infrastructure projects. RDCK financial risk exposure will be reduced with more stringent eligibility requirements.

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

Staff propose that RDCK Policy 300-09-06 Community Works Fund (attached to this report) be updated to reflect the new requirements. This policy is out of date and does not reflect the current standard for RDCK policy. An updated policy would be helpful for all parties involved in the granting process and provide clarity on program requirements.

3.3 Environmental Considerations

None at this time

3.4 Social Considerations:

The changes to the CWF program will limit opportunities for community groups to access funding for projects that benefit the community. This will be perceived negatively by the groups that have been eligible for funding in the past.

3.5 Economic Considerations:

Many of the community groups funded through the CWF program in the past develop infrastructure that helps drive tourism-related economic development. Specifically, the outdoor recreation and sports sectors will be negatively impacted by these changes.

3.6 Communication Considerations:

The changes to funding eligibility are being imposed by the funder and are not the choice of the RDCK Board. Directors are asked to be mindful of the changes to the CWF program when discussing grant funding opportunities with community groups. Given that the CWF program will no longer be an option for many groups, Directors may wish to consider funding projects through the Community Development or Discretionary Grant program.

3.7 Staffing/Departmental Workplan Considerations:

A reduction in the number of third party CWF applications will reduce workload on the Grants Coordinator by estimated 2-3 hours per week and allow that position to focus on other administrative priorities.

3.8 Board Strategic Plan/Priorities Considerations:

The changes to the CWF program support the following Area of Focus in the Board's strategic plan:

Use RDCK asset management plans to finance asset replacement over defined periods.

The changes to the CWF program will create barriers to delivering on the following Area of Focus in the Board's strategic plan:

Work with societies and organizations to support recreational assets.

SECTION 4: OPTIONS & PROS / CONS

No practical options exist for the RDCK at this time other than to achieve compliance with the new requirements. UBCM considers the new requirements to be mandatory and non-compliance could jeopardize future funding to the RDCK. To mitigate long-term impacts to groups affected by the changes the Board could initiate planning processes that identify third party infrastructure as RDCK priorities.

SECTION 5: RECOMMENDATIONS

That the Board direct staff to prepare updates to RDCK Policy 300-09-06- Community Works Fund to reflect recent changes to program requirements and that the draft policy be brought forward for Rural Affairs Committee consideration in 2025

Respectfully submitted,

Mike Morrison,
Manager of Corporate Administration / Corporate Officer

CONCURRENCE

CAO – Stuart Horn **Digitally approved**
 CFO – Yev Malloff **Digitally approved**
 GM of Environmental Services- Uli Wolf **Digitally approved**

ATTACHMENTS:

Attachment A - RDCK Policy 300-09-06- Community Works Fund