REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 3091

A Bylaw to delegate certain powers, duties, and functions of the Regional Board to officers and employees of the Regional District of Central Kootenay.

WHEREAS the *Local Government Act* authorizes the Board of a regional district, by bylaw, to delegate its powers, duties, and functions, including those specifically established by an enactment, to its officers and employees;

AND WHEREAS the Board wishes to consolidate, modernize, and expand its delegation of administrative authority within a comprehensive instrument to enable efficient and effective administration of Regional District services while maintaining appropriate Board oversight;

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

DEFINITIONS AND INTERPRETATION

1 (1) In this Bylaw:

Act means the *Local Government Act*, *RSBC 2015, c. 1*;

Authorized Designate means an Employee or Officer provided with written authority to exercise an Employee's duties, powers, or functions during:

(a) the Employee's temporary absence or inability to act, until revoked; or
(b) a period of time specified by the Employee, or an Officer provided by the Board with written authority to exercise an Officer's duties, powers, or functions during:
(c) the Officer's temporary absence or inability to act, until revoked; or
(d) a period of time specified by the Board;

Board means the Board of Directors of the Regional District of Central Kootenay;

Board Chair means the Board member who has been elected as the chair of the Board, and includes the vice-chair;

CAO or **Chief Administrative Officer** means the Officer position of the chief administrative officer established under the Regional District of Central Kootenay Officers Bylaw No. 2541, 2016, pursuant to the Act;

CO or **Corporate Officer** means the Officer position of the corporate officer established under the Regional District of Central Kootenay Officers Bylaw No. 2541, 2016, pursuant to the Act;

CFO or **Chief Financial Officer** means the Officer position of the chief financial officer established under the Regional District of Central Kootenay Officers Bylaw No. 2541, 2016, pursuant to the Act;

Emergency Management Plan means RDCK's emergency management plan prepared in accordance with the *Emergency and Disaster Management Act, SBC 2023, c. 37*;

Emergency Management Program means the RDCK program that provides emergency mitigation, preparedness, response, and recovery;

Emergency Operations Centre means a physical, virtual, distributed or hybrid organizational structure that is provided with appropriate equipment, personnel, and resources to gain situational awareness; provide strategic direction to affect response and recovery efforts; liaise and communicate with other levels of government; and develop public messaging prior to and during Emergencies and Disasters;

Emergency Operations Centre Director means the Emergency Operations Centre position with overall responsibility and authority for coordination of response and recovery activities within the RDCK when the Emergency Operations Centre is activated;

Employee means an exempt or union employee of the RDCK;

Financial Plan means the Regional District of Central Kootenay Five-Year Financial Plan Bylaw No. 3075, 2026, or any five-year financial plan bylaw the Board has adopted in its place for the relevant fiscal year;

Manager means any Employee position which formally includes managerial responsibility for RDCK services within its position title and position description, and which reports directly to a Senior Manager within the RDCK organizational structure;

Mine Manager means the position of mine manager under the *Mines Act, RSBC 1996, c. 293*, which is responsible for the management and operation of a mine, and includes the person the mine manager has designated in writing under the Mines Act to act in that capacity during the mine manager's absence;

Officer includes the Chief Administrative Officer, Corporate Officer, and Chief Financial Officer, and any other position designated in an officer designation bylaw;

Senior Manager means any senior management Employee position that directly reports to the CAO within the RDCK organizational structure, and includes an Officer;

Supervisor means any Employee position which formally includes supervisory oversight of other Employees, and for the purpose of procurement authorities, this also includes employees with supervisory responsibilities for RDCK programs, facilities, or assets, as approved by the Chief Financial Officer;

Purchasing Policy means any policy adopted by the Board in relation to procurement activities, as amended or replaced from time to time; and

RDCK means the Regional District of Central Kootenay.

(2) In this Bylaw:

(a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
(b) headings given to sections are for convenience of reference only and do not form part of this Bylaw;
(c) unless expressly stated otherwise, a reference to a "section" is a reference to a section in this Bylaw, a reference to a "part" is a reference to a part in this Bylaw, and a reference to a "schedule" is a reference to a schedule in this Bylaw;
(d) unless expressly stated otherwise, a reference to an enactment is a reference to an enactment of British Columbia and its regulations, as amended, revised, consolidated, or replaced from time to time, and a reference to a bylaw or policy is a reference to a RDCK bylaw or policy, as amended, revised, consolidated, or replaced from time to time; and
(e) a reference to the current title of a position includes the position as it may be renamed from time to time, or to any successor position that is most closely connected to the position if it is modified or eliminated from time to time.

DELEGATED AUTHORITY — SCHEDULE A

2 (1) The Board hereby delegates to the RDCK's Officers or Employees set out in Column 3 of Schedule A all the powers, duties, and functions of the Board, as set out in the corresponding Column 2 of Schedule A, subject to the conditions and limitations set out in that Schedule.

(2) Where any authority is delegated to a Senior Manager or Manager, that authority may only be exercised pursuant to the RDCK service or portfolio of RDCK services for which that Senior Manager or Manager normally has responsibility.

(3) If a Senior Manager is absent or there is a position vacancy, the Chief Administrative Officer, Chief Financial Officer, or Corporate Officer may exercise an authority delegated to Senior Managers in relation to any portfolio of RDCK services that a non-Officer Senior Manager would normally have responsibility for.

DELEGATION OF GENERAL AUTHORITY TO THE CHIEF ADMINISTRATIVE OFFICER

3 In addition to the powers duties and functions outlined in the Act, other RDCK bylaws, and this Bylaw, the Board delegates to the Chief Administrative Officer all the powers, duties, and functions of the Board to:

(a) supervise and direct all Officers and Employees of the RDCK;
(b) develop, approve, and implement operational policies and guidelines, procedures, and practices dealing with administrative matters; and
(c) implement all Board approved policies and directives.

DELEGATES

4 (1) A delegation of a power, duty, or function under this Bylaw is to the person who holds the named position and includes a delegation to any person who is, from time to time:

(a) formally recognized as the deputy of the delegate and is acting in the capacity of the delegate during the delegate's temporary absence;
(b) the Authorized Designate of an Employee or Officer, including under paragraph (d);
(c) the CAO;
(d) designated by the Board to act in the place of the listed Officer; or
(e) appointed by the Board to the listed Employee or Officer position on an acting, interim, or time-limited basis.

(2) This section applies to the position of CAO where the Board has appointed an interim or acting CAO.

(3) Where Schedule A identifies two or more positions as authorized signatories, any one of those positions may sign or approve a measure, or carry out a delegated power, duty, or function, unless the instrument requires joint execution or exercise or the Board otherwise directs.

NO FURTHER DELEGATION

5 A person to whom a power, duty, or function has been delegated under this Bylaw has no authority to further delegate that power, duty, or function to another person.

SCOPE

6 (1) Subject to the Act, unless a power, duty, or function of the Board has been expressly delegated by this Bylaw or another RDCK bylaw, all powers, duties, and functions of the Board remain with the Board.

(2) All delegated authority under this Bylaw is subject to:

(a) the requirements of all applicable statutory and regulatory provisions;
(b) the approved annual Financial Plan Bylaw;
(c) applicable Board policies, resolutions, and administrative directives; and
(d) the RDCK's Purchasing Policy in Schedule C, where applicable.

(3) If

(a) the Board passes a resolution to authorize a project or expenditure, and
(b) prior to the end of the current calendar year, the Board, by bylaw, amends the Financial Plan to include financial authorization for the project or expenditure,

then at any time during that calendar year an Officer or Employee may proceed with procuring, negotiating, and executing agreements and other documents pursuant to the Board direction on that project or expenditure, conditionally made subject to the adoption and requirements of the Financial Plan.

(4) If the Board adopts the Financial Plan by bylaw each year, Officers and Employees may proceed with procuring, negotiating, and executing agreements and other documents pursuant to the items budgeted within the Financial Plan, subject to the requirements of this Bylaw.

(5) Nothing in this Bylaw prevents a delegate from referring a matter to the Board for decision, even if the delegate has authority to act under this Bylaw.

(6) The Board may exercise any power, duty, or function delegated under this Bylaw, provided that the power, duty, or function has not already been exercised by the delegate.

(7) In the event of a conflict between this Bylaw and any Board policy, including the Purchasing Policy, this Bylaw prevails to the extent of the conflict.

(8) A delegation of a power, duty, or function under this Bylaw includes the authority to take all steps necessary to give effect to that delegation, including the authority to negotiate, review, execute, and administer any agreement or document, and to direct staff in connection with the exercise of the delegated authority.

(9) If authority is delegated within this Bylaw to a Manager, that authority is also delegated to the Senior Manager.

REFERRAL,REPORTING AND REVIEW

7 (1) If this Bylaw expressly requires a delegate to report to the Board in exercising authority, the delegate must report in writing to the Board at the next regular Board meeting after exercising such authority, unless otherwise specified in Schedule A;

(2) This bylaw shall be reviewed by the Board no later than two years from the date of adoption , and recurring every two years thereafter

SIGNING AUTHORITY — SCHEDULE B

8 (1) The Board hereby establishes the signing authority set out in Schedule B, which identifies the positions authorized to execute documents on behalf of the RDCK.

(2) Where Schedule B identifies two or more positions as authorized signatories, any one of those positions may sign unless the instrument requires joint execution or the Board otherwise directs.

REPEAL

9 **Regional District of Central Kootenay Chief Administrative Officer Bylaw No. 17, 1967**, and all amendments thereto, is hereby repealed effective January 1 ,2027.

SEVERABILITY

10 If any provision of this Bylaw is, for any reason, declared invalid by a court of competent jurisdiction, the invalid provision shall be severed, and the remainder of this Bylaw shall continue in force and effect.

CITATION

11 This Bylaw may be cited as the **"Regional District of Central Kootenay Delegation of Authority Bylaw No. 3091, 2026"**.

IN FORCE

12 This Bylaw comes into force on January 1, 2027.

READ A FIRST TIME this	21st	day of	August	, 2026.
READ A SECOND TIME this	21st	day of	August	, 2026.
READ A THIRD TIME this	24th	day of	September	, 2026.

ADOPTED by an affirmative vote of at least 2/3 of the votes cast this 24th day of September , 2026.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

SCHEDULE A

DELEGATED AUTHORITY

Regional District of Central Kootenay Delegation of Authority Bylaw No. 3091, 2026

Part 1 — Financial Authorities and Procurement

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
1	Execute agreements for the purchase of goods, services, or construction works.		Subject to use of standard RDCK procurement templates or MMCD & CCDC, approved Financial Plan, and Purchasing Policy No. 300-06-12. Any agreement related to an activity defined as High Risk under Schedule C requires the second signatory to be from CAO, CFO, or CO. Agreements valued over $75,000 reported to Board
		CAO	Up to $250,000. Over $125,000 requires a second signature from CFO or CO.
		Senior Manager	Up to $125,000. Over $50,000 requires a second signature from CAO, CFO, or CO.
		Manager	Up to $50,000. Over $30,000 requires a second signature from a Senior Manager.
		Supervisor	Up to $15,000.
2	Extend the term of an existing purchase of goods, services, or construction works agreement where no substantive scope changes will occur and where extension provisions are included within the original contract.		Extension cost must be included within approved Financial Plan and limited to the extension periods identified within the agreement. Value of the extension period cannot exceed the original contract value. Maximum contract length of five (5) years including extensions. Reported to Board at next meeting.
		Senior Manager	Contract values up to $125,000.
		CAO; CFO; CO	Contract Values up to $250,000.

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
3	Extend the term of an existing purchase of goods, services, or construction works agreement where no substantive scope changes will occur and where extension provisions are not included within the original agreement.	CAO; Senior Manager	Extension cost must be included within approved Financial Plan. Maximum extension period of ninety (90) days.
4	Execute funding agreements where the RDCK is the grant recipient.	CAO; Senior Manager	Grant values over $5,000 require that the Board has directed the original grant application. Financial Plan amendment required if the grant is not already included in the Financial Plan. Reported to Board at next regular meeting.
5	Execute agreements for the sale or disposal of surplus, unused, or retired RDCK assets and equipment, excluding real property.	CAO; Senior Manager	Subject to approved policy and legislated requirements for asset disposal. CAO approval required for sale of assets valued over $75,000.
6	Waive purchasing authorization limits in extraordinary circumstances.	CAO	In accordance with the requirements in the Purchasing Policy No. 300-06-12, and only to address an emergent operational priority that may arise infrequently. Scope, scale, and duration of the waiver limited to the minimum required to address the situation, as determined by CAO. Board to be informed the within twenty four (24) hours.
7	Approve a non- competitive purchase.	CAO; Senior Manager	Subject to requirements and limitations outlined in the Purchasing Policy No. 300-06-12. CAO can approve up to $250,000, Senior Manager can approve up to $125,000.
8	Prepare and submit to the Board for approval a five-year Financial Plan for capital and operating programs on an annual basis.	CAO	Must reflect input from the Board, Committees, and Commissions.

Part 2 — Human Resources and Personnel

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
1	Establish employee positions and appoint, promote, suspend, discipline, and terminate all Employees.	CAO	Subject to applicable collective agreements and employment agreements. All subject to approved Financial Plan.
2	Promote and discipline Officers other than the CAO.	CAO	Subject to applicable employment agreements, and subject to the Act provisions for Officer positions.
3	Organize and/or reorganize departments of the Regional District as may be necessary to carry out the efficient and effective administration of the affairs of the Regional District.	CAO	Subject to applicable collective agreements and employment agreements.Reported to the Board.
4	Negotiate and approve employment agreements for all non-CAO positions.	CAO	Subject to Financial Plan. Must incorporate standard employment terms and conditions for non -unionized employees. Union positions subject to collective agreements.
5	Approve compensation adjustments for non-union employees.	CAO	Subject to approved Financial Plan and RDCK standard compensation framework.
6	Settle labour grievances and employment disputes and authorize mediation settlements.	CAO	Subject to approved Financial Plan. Settlements must conform to common law principles and applicable collective agreements. Reported to Board at next regular meeting.
7	Authorize the temporary sharing or assignment of RDCK staff with or to an external agency, government, or organization.	CAO	Subject to applicable collective agreements and employment agreements. Written agreements required with the external party . Reported to Board at next regular meeting.
8	Update the Regional Volunteer Fire Department Service Level Policy schedules to add or	CAO	Subject to confirmation by qualified authority (e.g., Office of the Fire Commissioner).

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
	remove RDCK fire departments based on the services each department is trained, equipped, and qualified to provide.		Reported to Board at next regular meeting.
9	Appoint Bylaw Enforcement Officers and other regulatory officers as authorized by applicable enactments.	CAO	In accordance with applicable legislation and Board-approved programs. Reported to Board at next regular meeting.

All agreements must be on RDCK standard templates unless otherwise approved by the CAO, CFO, or CO. All procurement is subject to applicable trade agreements, including the Canadian Free Trade Agreement (CFTA), TILMA, and the New West Partnership Trade Agreement.

Part 3 — Land and Land Use Instruments

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
1	Discharge or release obsolete charges, covenants, easements, and notations from land titles where no longer required by the RDCK.	CO	Where the charge, covenant, or notation is expired, superseded, or is no longer required for RDCK purposes, as recommended by the applicable Manager. Reported to Board at next regular meeting.
2	Execute extension of lease or licence agreements where the RDCK is the landlord/licensor.	CAO; Senior Manager	Only where extensions are permitted within existing agreements. Subject to Financial Plan and any cost increase must reflect fair market value. Reported to Board at next regular meeting.
3	Execute agreement amendments, renewals, and extensions that continue existing RDCK licences and leases of real property owned by others.	CAO; CO	Applies only to (a) agreements with the Province of BC, the BC Transportation Financing Authority, Teck Resources, Columbia Power Corp, and RDCK member municipalities; and (b) agreements with other parties where the extension period is described within the existing agreement.

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
			All require that there are no substantive changes from the previous agreement, and that any cost changes are included within the Financial Plan. Reported to Board at next regular meeting.
4	Execute Right of Way and Easement agreements where the RDCK grants or receives an interest in land for the purpose of delivering an RDCK service.	CO	Where RDCK is granting an interest, the authority is limited to utility servicing (water, wastewater, electrical transmission, gas) and/or where the interest is pursuant to operation of a regional park. Reported to Board at next regular meeting.
5	Cancel a Notice on Title related to a building bylaw infraction where compliance has been achieved.	CAO	Senior Manager must confirm that compliance has been achieved to the satisfaction of the delegate. Reported to Board at next regular meeting.
6	Authorize temporary or emergency uses of RDCK property by a third party.	CAO	Term not to exceed thirty (30) days for emergency and other temporary uses..Renewal for additional 30 day periods is permitted. Subject to RDCK template agreements, indemnification, insurance, and public safety requirements.

Part 4 — Legal, Litigation, and Bylaw Enforcement

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
1	Settle legal claims, demands, or actions against the RDCK, whether or not court proceedings have been commenced.	CAO	Limit is up to $15,000 per claim subject to recommendation from legal counsel. Reported to Board at next regular meeting. Subject to Financial Plan.
2	Execute compliance agreements related to enforcement of RDCK bylaws.	CAO	Compliance agreements must be without prejudice to future Board actions. Reported to Board at next regular meeting.

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
3	Enter into nondisclosure agreements on behalf of the RDCK.	CAO	Limited only to situations where third party proprietary information is provided to the RDCK, or where the agreement is requested by a body of the provincial or federal governments for the purpose of sharing confidential information with the RDCK. Agreements must not preclude sharing information with the Board in a closed meeting or override FOIPPA obligations. Maximum term three (3) years. Reported to Board as applicable.
4	Retain legal counsel and direct the defense of the RDCK's interests.	CAO	On advice of legal counsel. May include counterclaims and third-party claims. Reported to Board at next regular meeting.
5	Establish and enforce requirements for continued access to RDCK services when an account payable to the RDCK is more than ninety(90) days in arrears.	CFO	Reported to Board at next regular meeting.

Part 5 — Operational and Service Delivery

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
1	Develop and recommend for Board approval, policies dealing with non-administrative matters, either as directed by the Board or as otherwise desirable for service provision.	CAO	Board approval of policies is required.
2	Execute financial contribution agreements and service agreements with other local governments or provincial and federal agencies where the RDCK is either the service recipient or service delivery partner.	CAO; Senior Manager	Authority applies only to: (a) new agreements under $15,000 value, and (b) renewal of existing service agreements below $250,000 in value. New agreements over $15,000 value require Board approval. Subject to approved Financial Plan and purchasing thresholds

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
			in Part 1 of this Schedule A. Agreement form subject to satisfaction of CO. Reported to Board at next regular meeting.
3	Execute fire services mutual aid and emergency response agreements with other local governments and provincial and federal agencies.	CAO	Subject to approved Financial Plan and alignment with RDCK Emergency Management Program. Reported to Board at next regular meeting.
4	Close or restrict public access to RDCK-managed parks, recreation facilities, or service infrastructure to protect public safety or during active operations.	CAO; Senior Manager	Public to be promptly notified of closure or restriction. Reported to Board at next regular meeting.
5	Execute site licence and/or facility use agreements for special events held on RDCK owned or licensed lands.	Senior Manager	Term not to exceed five (5) days. Subject to use of RDCK site license template and RDCK template indemnification, insurance, and fee requirements being met. CO concurrence required. Maximum three hundred (300) attendees unless event is held by the RDCK, a local school district, or is for the purpose of a youth sports tournament.
6	Execute facility rental and use agreements for RDCK parks, recreation facilities, and community facilities.	Senior Manager	Term not to exceed twelve (12) months unless otherwise authorized by the Board. Does not include leases or site license agreements. Subject to RDCK template agreement indemnification and insurance requirements.
7	Execute connection agreements and latecomer agreements related to RDCK water and utility services.	Senior Manager	In accordance with the applicable service establishment bylaw, regulatory bylaws, and works and services requirements.
8	Execute data/ information sharing agreements on behalf of the RDCK.	CO	RDCK agreement template must be used where RDCK data is shared externally.

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
9	Issue a suspension or impose conditional access requirements on a person under the Staff Safety and Harassment Policy No. 200-04-03.	Senior Manager	Term up to one year. In accordance with the Staff Safety and Harassment Policy No. 200-04-03. Reported to Board at next regular meeting.
10	Issue a suspension and decide appeals under the Staff Safety and Harassment Policy No. 200-04-03.	CAO	Suspension term up to two years. In accordance with the Staff Safety and Harassment Policy No. 200-04-03. Reported to Board at next regular meeting.

Part 6 — Risk Management

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
1	Execute and renew RDCK insurance coverage agreements for all required coverage types, including cyber liability.	CAO	Subject to approved Financial Plan. Board informed of any changes to coverage terms annually.
2	Approve RDCK use of agreement templates created by third parties.		Only as may be necessary for RDCK business purposes and subject to all other requirements of this Bylaw.
		Senior Manager	Limited to services and activities designated as Minimal or Low risk within Schedule C.
		CAO; CFO; CO	Services and activities designated as Medium or High risk within Schedule C.
3	Execute agreements where the RDCK indemnifies, holds harmless, and releases a third party.		Subject to Financial Plan and all other requirements of this Bylaw, Indemnities must be within RDCK's existing insurance coverage limits and exclude indemnity for another party's sole negligence or wilful misconduct. Limited to the listed authorized agreement types. Medium and high risk agreements reported to Board.

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
		Senior Manager	(a) indemnities required by the funder within a grant funding agreement; (b) indemnities required where the RDCK rents, licenses, or leases real property and equipment; (c) indemnities included within software and technology use agreements; (d) indemnities required pursuant to RDCK temporary rentals of facilities or equipment; (e) included within agreements for services and activities designated as Minimal or Low risk within Schedule C.
		CAO; CFO; CO	(a) indemnities required pursuant to information or data sharing agreements; (b) indemnities required pursuant to agreement types listed in Schedule A Part 3; (c) where RDCK and another local government indemnify each other within a service agreement; (d) indemnities included within agreements for services and activities designated as Medium or High risk within Schedule C.
4	Modify or waive contractor insurance requirements within agreements.		Subject to Financial Plan and all other requirements of this Bylaw. Delegate must document rationale. Medium and high risk reported to Board
		Senior Manager	Limited to Minimal and Low Risk categories per Schedule C.
		CAO; CFO; CO	Medium and High Risk categories per Schedule C.

Part 7 — Emergency Management

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
1	Develop, implement, and maintain the RDCK Emergency Management Program and Emergency Management Plans.	CAO	Consistent with the Emergency and Disaster Management Act and RDCK Emergency Management Bylaw. Board to be informed of material changes.
2	Act as or designate the RDCK Emergency Operations Centre Director during a declared emergency or exercise.	CAO	EOC director powers are subject to designation policy.
3	Enter into agreements with local governments or provincial or federal agencies that may be required for effective response during a declared emergency.	CAO	Authority applies only after an evacuation alert is issued or during state of local emergency declared under the Emergency and Disaster Management Act and subject to the requirements of the Emergency and Disaster Management Act. Must be reported to the Board within twenty-four (24) hours. Must be consistent with RDCK Emergency Management Program and bylaws.
4	Authorize emergency expenditures necessary to protect life, safety, critical infrastructure or RDCK property or assets.	CAO	Up to $5,000,000 in an emergency declared under the Emergency and Disaster Management Act. Must be reported to the Board within twenty-four (24) hours.

Part 8 — HB Mine

#	Delegated Power, Duty or Function	Delegate	Conditions and Limitations
1	Exercise the owner/ agent function under the Mines Act (RSBC 1996) to appoint a Mine Manager for the HB Mine Tailings Facility.	CAO	Subject to applicable regulatory requirements. Any changes to appointees reported to Board at next regular meeting.
2	Exercise all powers and discharge all duties imposed on a mine manager under the *Mines Act*, the regulations, the code, and any	Mine Manager	Subject to applicable regulatory requirements. Material decisions reported to Board at next regular meeting.

	permit issued in respect of a mine owned or operated by the RDCK.		
3	Authorize emergency expenditures up to $500,000 that are necessary to protect life, safety, and property during a mine emergency.	Mine Manager	Limited to situations in the mine Trigger And Action Response Plan where conditions have reached Level 2 (Moderate Risk) or Level 3 (High Risk), or where the emergency expenditure is recommended by the mine Engineer of Record. Reported to Board within 24 hours.

SCHEDULE B

DELEGATED AUTHORITY

Regional District of Central Kootenay Delegation of Authority Bylaw No. 3091, 2026

This Schedule identifies who may execute documents on behalf of the RDCK. Signing authority identified in this Schedule does not confer decision-making authority; the underlying decision must be authorized either by a Board resolution, a Board bylaw, or a delegation in Schedule A of this Bylaw.

Document / Instrument Type	Authorized Signatories	Conditions
All agreements, debentures, plans, and instruments approved by Board resolution or bylaw, unless authority is otherwise delegated within this bylaw	Board Chair plus CO	Approved by Board resolution or bylaw prior to execution.
Land Title Office documents related to real property purchases (Form A, C, Form 17, Application to Deposit Plans, declarations)	CAO or Legal Counsel acting under CAO instruction	Must relate to a transaction authorized by the Board or by a delegate under Schedule A.
CAO Employment Agreements	Board Chair	Must be authorized by Board resolution. Agreement in a form approved by the Board.
Minutes of open Board meetings	Board Chair plus CO or Deputy CO	In accordance with the RDCK Procedure Bylaw.
Certified copies of bylaws and Board resolutions	CO; Deputy CO	In accordance with the *Local Government Act.*
FOI responses and privacy-related correspondence	CO (as designated by the Board under RDCK Freedom of Information Bylaw 2960)	In accordance with the RDCK Freedom of Information Bylaw and the *Freedom of Information and Protection of Privacy Act*.

SCHEDULE C

RISK CATEGORIES

Regional District of Central Kootenay Delegation of Authority Bylaw No. 3091, 2026

TYPE OF CONTRACT	MINIMAL RISK	LOW RISK	MEDIUM RISK	HIGH RISK
Business Consulting and Professional Services	▮ Conceptual or graphic design	▮ Public consultation meetings away from the local government	▮ Audits, actuarial services	▮ Geological andgeotechnical surveys and studies
	▮ Event planning	▮ Financial valuations, estimates, or projections	▮ Design and drafting (including structural designs, engineering plants, or dwellings with built-in machinery and equipment)	▮ Legal and medical services
	▮ Facilitation of presentations	▮ Advertising, promotions, newsletters, and publications	▮ Design of electrical, mechanical, and plumbing systems	▮ Hydrogeological and contaminated sites assessment
	▮ Data collection	▮ Advice or evaluation of HR products or benefits	▮ Design of computer systems or programs;	▮ Dam inspections and assessments
	▮ Feasibility studies and needs assessment	▮ Mediation or negotiation on behalf of the local ▮ government with public or external agencies	▮ Media broadcasts and communications	▮ Landfill design
	▮ Project or program facilitation and administration	▮ Technical writing with consultations away from the localgovernment facilities (e.g. planning processes)	▮ Inspections, surveys, or mapping	▮ Refrigeration system and ice plant ▮ inspection and design
	▮ Strategic planning for land use, art, cultural, social, and community programs or services	▮ Presentations involving physical fitness activities	▮ Professional certifications	
	▮ Training and development events (indoors)	▮ Business consulting services	▮ Laboratory studies or testing	
	▮ Grant writing		▮ Forestry and wildfire mitigation consulting	
			▮ Land acquisition consulting services	
			▮ Water quality monitoring	
Community Programs (Sports, leisure recreation)	▮ Health and wellness programs	▮ Programs involving animals	▮ Bike riding (not mountain biking), ▮ skateboarding, and rollerblading lessons	▮ Mountain biking
	▮ Leisure and recreation classes and workshops	▮ No-contact, low-impact, self-defense martial arts	▮ Boating, canoeing, kayaking, sailing and skim boarding	▮ Longer sightseeing trips and programs
	▮ Non-contact recreational sports	▮ Off-site day trips within BC using public transportation	▮ Off-site recreation, day trips, and tours within British Columbia involving use of a charter bus or rental passenger vehicle(i.e. senior sightseeing, day camp, hiking, and orienteering activities)	▮ Boxing and combative martial arts
	▮ Supervised social activities (e.g seniors center drop in, tots playtime etc...)	▮ Swimming, diving, and wading in a public life- guarded facility	▮ Programs for adults and youth involving use of inflatables, bouncy castles, or trampolines	▮ Rock climbing
	▮ Swimming and skating lessons	▮ Personal training sessions and wall climbing lessons	▮ Swimming or wading in a non-public and/or non life-guarded site	▮ Snowshoeing, snowboarding and ski lessons, and winter tubing
	▮ Art, cultural, or general interest programs	▮ Community art, mural, or beautification projects that involve installation or erection of minor structures	▮ Contact sports	▮ Snorkeling and scuba diving
	▮ Community art, mural, or beautification projects that do not involve installation of any structures	▮ Small performances that do not require special set-up, modification to the premises, or specialized equipment; or that do not involve high-risk activities	▮ Any recreational programming involving vulnerable people	▮ Windsurfing
	▮ Community involvement activities (community meetings)			▮ Performances that require special set-up, modification to thepremises
				▮ Large concerts

TYPE OF CONTRACT	MINIMAL RISK	LOW RISK	MEDIUM RISK	HIGH RISK
Construction and Other Trades Work	▪ Most, if not all, construction and trade work contracts court some risk, and therefore we have not rated any type of contract in this category as minimal risk	▪ Contracts involving independent sub trades that deal with a small aspect of a larger project, such as installation of roofing, windows, drywall, painting etc. or repair or maintenance projects where the total contract value is less than $100,000	▪ Contracts involving independent sub trades that deal with a smallaspect of a larger project, suchas installation of roofing, windows, drywall, painting etc. or significant repairs or maintenance where the total contract value is more than $100,000	▪ Contractors providing one or more of the following services:
				▪ Construction of buildings, infrastructure, or retainingwalls
				▪ Renovations or restoration projects
				▪ Repair of building envelope (incl roofing)
				▪ Street or road work
		▪ Office furniture and equipment installation	▪ Forestry and tree removal	
		▪ Basic facilities maintenance or handyperson services	▪ Snow plowing and winter road maintenance Park and trail maintenance services	
			▪ Processing waste materials (wood, scrap metal)	
			▪ Well installation	
			▪ Insect, pest , or problem wildlife control	▪ Construction or maintenance work involving refrigeration or iceplant systems
				▪ Telecommunications installations or servicing
				▪ Construction or maintenance work in or around streams or dams
Leases	▪ Residential leases	▪ Commercial leases (i.e. offices, small retail stores, coffee shops, health services, local government offices)	▪ Commercial and light industrial leases (i.e. full- service restaurants with deep-frying that servealcohol, auto garages)	▪ Air, land, and ground leases (generally have a term of 60 years or more)
			▪ Right of Way and License of Occupation agreements	▪ Electrical transmission, utilities, telecommunications
				▪ Leases for waste processing facilities or contaminated soils management

TYPE OF CONTRACT	MINIMAL RISK	LOW RISK	MEDIUM RISK	HIGH RISK
License to use / occupy and special events	▮ Block parties, picnics, and small group demonstrations and rallies	▮ Festivals, community celebrations – NO alcohol consumption	▮ Competitive runs and cycling events	
	▮ Neighbourhood matching fund programs	▮ Occupancy of streets at one singlelocation	▮ Corporate functions – with or without alcohol consumption	
	▮ Photography, videography, or filming - lessthan one day	▮ Photography, videography, or filming – lessthan one week	▮ Encroachments or right-of-ways	
	▮ Walk-a-thons and other non-competitive runs	▮ Private or non-profit functions – NO alcohol consumption	▮ Festivals, community celebrations – involving alcohol consumption	
	▮ Small to medium size meetings in local government facilities	▮ Small theatrical, artistic, or cultural performances on local government streets or in parks	▮ Field sporting events organized by community groups	
		▮ Small-scale parades on local government streets or in parks	▮ Large scale parades and special events on local government streets or in parks ▮ Greater than 500persons	
		▮ Special events involving rental of local government building facilities for less than one day	▮ Non-competitive horse-riding events	
		▮ Temporary use of streets	▮ Occupancy of streets at multiple locations	
		▮ Larger walk-a-thons and othernon-competitive runs	▮ Operation of horse-drawn carriages or pedicab tourist carriages on local government streets or in parks	
		▮ Large meetings in local government facilities	▮ Rock, rap, or other large concerts	
			▮ Special events or filming involving rental of local government facilities – six or more	
			▮ Special events or filming on local government streets or in parks – six or more calendar days or recurring annually	
			▮ Large walk-a-thons and other non-competitive runs	
			▮ Hockey tournaments	
			▮ Any event involving pyrotechnics	
			▮ Circus and amusements (rides, inflatables, bouncy castles etc...)	
			▮ Community cleanups and highway litter pickup	
			▮ Any event where alcohol is consumed	
Procurement (goods)	▮ Most, if not all, procurement contracts have some risk, and therefore we have not rated any type of contract in this category as minimalrisk	▮ Vendor supplying or delivering one or more of the following products (excludes installation):	▮ Vendor supplying or delivering one or more of the following products (excludes installation)	
		▮ Office furnishings,equipment, hardware/software, stationery, supplies, or parts	▮ Janitorial equipment or supplies	
		▮ Linens and uniforms (drapes, flags, or workmen, police, or fire uniforms)	▮ Plants or ground maintenance supplies (e.g. fertilizer)	
			▮ Telecommunication systems	
			▮ Construction materials, hardware, or supplies	
			▮ Light manual/electrical tools, equipment, or parts	
			▮ Street furniture or amenities	
			▮ Electrical supplies or parts	
			▮ Automobiles or auto parts	
			▮ Specialized heavy equipment, machinery, or parts (including fire apparatus and marine vessels)	
			▮ Fuels or industrial lubricants	

TYPE OF CONTRACT	MINIMAL RISK	LOW RISK	MEDIUM RISK	HIGH RISK
Operating Agreements	• Most, if not all, operating agreements have some risk, and therefore we have not rated any type of contract in this category as minimal risk.	▪ Single location childcare/ developmentservices	▪ Alarm monitoring, patrol, or other security services	
		▪ Leisure, arts and crafts, or other cultural programs or workshops	▪ Art, cultural, exhibiting, or educational services	
		▪ Employment placement or assistance programs	▪ Community policing services (incl. animal control)	
			▪ Courier/delivery, transportation, moving, packing, or storageservices	
			▪ Food preparation, catering services, or restaurants (incl. arena concessions)	
			▪ Janitorial or laundry services	
			▪ Multi-location licensed childcare/development services	
			▪ Marina operation	
			▪ Drop-in centres offering services for vulnerable people (seniors, youth etc...)	
			▪ Parking facilities	
			▪ Property management	
			▪ Recreational services	
			▪ Hazardous waste roundup events	
			▪ Recycle depot maintenance	