



AGENDA  
REGULAR MEETING  
OCTOBER 8, 2019

**CALL TO ORDER:**

**INTRODUCTION OF LATE ITEMS:** - Resolution required to add late items, if any

**ADOPTION OF AGENDA:** - Resolution to adopt the Agenda for the October 8, 2019, Regular Meeting.

**MINUTES:**

- Resolution to adopt the Minutes of the September 10, 2019, Regular Meeting
- Resolution to adopt the Minutes of the September 20 2019, Committee of the Whole Meeting

**PETITIONS & DELEGATIONS:** - Nil

**PUBLIC QUESTIONS & COMMENTS:** -

**OLD BUSINESS:** - Nil

**CORRESPONDENCE FOR INFORMATION:**

- Resolution to receive the following items for information:
  - June 27, 2019 Meeting Minutes (*Slocan District Chamber of Commerce - Jessica Rayner, Manager*)
  - October 10, 2019 Draft Agenda (*Slocan District Chamber of Commerce - Jessica Rayner, Manager*)
  - Land Acquisition Grants (*Columbia Basin Trust - Will Nixon, Senior Manager, Delivery of Benefits*)
  - Forest Summit & Convergence (*Boundary Forest Watershed Stewardship Society - Jennifer Houghton, Lead Organizer*)
  - Provincial Infrastructure Grant Funding (*Hon. Selina Robinson, Minister of Municipal Affairs and Housing*)
  - New Physicians in New Denver (*Interior Health Authority*)

**STAFF REPORTS:** - Resolution to receive the following items for information:



- Arrow Slocan Tourism Association Update  
(RDCK - Ron Leblanc, Slocan Valley  
Economic Development Coordinator)
- 2019 Slocan Valley Wildfire Resiliency  
Program Update (Slocan Integral Forestry  
Cooperative - Stephan Martineau, Manager)
- Revenue & Expense Report – October 4,  
2019

### **COUNCIL REPORTS:**

Verbal Reports	-
Regional District of Central Kootenay	-
West Kootenay Boundary Regional Hospital District	-
Recreation Commission #6	-
Economic Development Commission	-
Rosebery Parklands & Trail Commission	-
Treaty Advisory Committee	-
Fire Department Committee	-

### **NEW BUSINESS:**

Recommendations from September 20, 2019 Committee of the Whole Meeting	-	Municipal Response to Rats
	-	Inter-Community Business Licence Bylaw No. 725, 2019
	-	Signing Authority - KSCU Banking
Slocan Lake Boating Association – Wendy King, Secretary/Treasurer	-	MIABC Service Provider Agreement – New Denver Marina
New Denver Housing Society – Jan McMurray, President	-	Affordable Housing Project
Slocan Integral Forestry Cooperative – Stephan Martineau, Manager	-	2020 UBCM CRI FireSmart Community Funding & Supports Application



Columbia Basin Broadband Corporation - Funding Agreement  
– Dave Lampron, CEO

Columbia Basin Broadband Corporation - Licence of Occupation  
– Dave Lampron, CEO

**MOTION TO EXCLUDE:**

- Moved by Councillor \_\_\_\_\_ and seconded that the public interest requires that, as per sections 90(1) (c) and (g) of the *Community Charter*, persons other than members of Council and the Acting CAO be excluded from the meeting as it pertains to personnel and legal matters.

**RECONVENE IN CAMERA:**

- Moved by Councillor \_\_\_\_\_ and seconded that Council recess and reconvene in camera at \_\_\_\_\_ p.m.

**RECONVENE IN OPEN MEETING:**

- Moved by Councillor \_\_\_\_\_ and seconded that Council reconvene in open meeting at \_\_\_\_\_ p.m.

**RESOLUTIONS BROUGHT  
FORWARD FROM IN CAMERA:**

- Moved by Councillor \_\_\_\_\_ and seconded that Resolution# \_\_\_\_\_ be brought forward to the public portion of the meeting.

**ADJOURNMENT:**

- Resolution to adjourn the meeting at \_\_\_\_ p.m.





MINUTES  
REGULAR MEETING

DATE: September 10, 2019  
TIME: 7:00 p.m.  
PLACE: Council Chambers

PRESENT:

- Mayor Leonard Casley
- Councillor John Fyke
- Councillor Vern Gustafson
- Councillor Colin Moss
- Councillor Gerald Wagner
- Catherine Allaway, Acting CAO
- Press: Valley Voice
- Guests: Nil

CALL TO ORDER:

- Mayor Casley called the meeting to order at 7:05 p.m.

INTRODUCTION OF LATE ITEMS:

- Nil

ADOPTION OF AGENDA:

**RESOLUTION #297**

- Moved by Councillor Moss and seconded that the agenda for the September 10, 2019 Regular Meeting be adopted as presented.

CARRIED

MINUTES:

**RESOLUTION #298**

- Moved by Councillor Wagner and seconded that the Minutes of the August 13, 2019 Regular Meeting be adopted as read.

CARRIED

PETITIONS & DELEGATIONS:

- Nil

PUBLIC QUESTIONS & COMMENTS:

- Katrine Campbell commented on the recent proposal to the RDCK regarding a highway along the west side of the Arrow Lakes.

OLD BUSINESS:

- Nil

CORRESPONDENCE FOR  
INFORMATION:

**RESOLUTION #299**

- Moved by Councillor Moss and seconded that the following correspondence be received for information:

- Keeping it Rural Conference (*BC Rural Centre - Gordon Borgstrom, Executive Director*)
- CBT Trail Enhancements Grant (*Columbia Basin Trust - Kathleen Hart, Media Contact*)
- Invitation to meet with IH CEO during UBCM (Interior Health Authority - Susan Brown, President & CEO)
- Provincial Plastics Policy & Engagement (*Ministry of Environment and Climate Change Strategy*)
- Negative impact of invasive species - Public Education (*Central Kootenay Invasive Species Society - Erin Bates, Executive Director*)
- Future of Canada Post (*Canadian Union of Postal Workers - Jan Simpson, National President*)
- Climate Action Recognition Program (*UBCM Green Communities Committee*)
- Update on West Kootenay 100% Renewable Energy Plan (*West Kootenay Eco Society - Matt Murray, Energy Planning Director*)
- Energy Sustainability Grants (*Columbia Basin Trust - Ulli Mueller*)
- AGLG Releases Performance Audit Report (*Auditor General for Local Government - April Lebedoff, Corporate Service Assistant*)
- Letter to UBCM re: Clean Up of Needles (*District of Saanich - Angila Bains, Legislative Services*)
- Letter to UBCM re: Proceeds of Crimes (*District of Saanich - Angila Bains, Legislative Services*)
- Letter to UBCM from VBL (*Village of Burns Lake - Henry Wiebe, Acting Mayor*)

CARRIED

#### STAFF REPORTS:

#### **RESOLUTION #300**

- Moved by Councillor Gustafson and seconded that the following report be received for information:
    - Revenue & Expense Report - September 5, 2019
- CARRIED

#### COUNCIL REPORTS:

#### Verbal Reports

- Councillor Moss reported on a possible visit from a bike group in 2021
- Councillor Fyke reported on the recent meeting convened by the West Kootenay EcoSociety regarding a transition to renewable energy



- |   |  |
|---|--|
| Regional District of Central Kootenay             | - Councillor Moss advised a meeting is scheduled for next week                   |
| West Kootenay Boundary Regional Hospital District | - Councillor Moss advised that the next meeting is scheduled for October.        |
| Recreation Commission #6                          | - Councillor Wagner reported on the recent meeting held in the community gym.    |
| Economic Development Commission                   | - Draft minutes - August 20, 2019  |
| Rosebery Trails & Parklands Commission            | - Councillor Wagner advised that the next meeting is scheduled for September 19. |
| Treaty Advisory Committee                         | - Councillor Fyke advised that the next meeting is scheduled for November.       |
| Fire Department Committee                         | - Nil  |
| Health Advisory Committee                         | - Draft minutes - August 22, 2019  |

**NEW BUSINESS:****RESOLUTION #301**

Housing Needs Assessment Project  
(RDCK - Meeri Durand, Senior Planner)

- Moved by Councillor Fyke and seconded that the Village of New Denver provide approval for the Regional District of Central Kootenay staff to submit an application to the UBCM Housing Needs Report Program in support of a Regional Housing Needs Assessment for the full amount of eligible costs in the amount of \$150,000 and that such funding be managed by the Regional District of Central Kootenay on behalf of the Village of New Denver.

CARRIED

**RESOLUTION #302**

Building Step Code Implementation  
(RDCK - John Southam, Building Manager & Paris Marshall Smith, Sustainability Coordinator)

- Moved by Councillor Gustafson and seconded that staff be directed to prepare a report to Council regarding the impact of adopting the BC Energy Step Code on the local community.

CARRIED

**RESOLUTION #303**

Water Regulations Amendment Bylaw  
No. 724, 2019

- Moved by Councillor Moss and seconded that Village of New Denver Water Regulations Amendment Bylaw No. 724, 2019 be finally adopted.

CARRIED

**RESOLUTION #304**

Purchasing Policy Amendment

- Moved by Councillor Gustafson and seconded that the Village of New Denver Purchasing Policy be amended as presented.

CARRIED

**RESOLUTION #305**

Marina Management Agreement

- Moved by Councillor Moss and seconded that the Corporate Officer be authorized to sign a management agreement for the New Denver Marina with the Slocan Lake Boating Association for the period from October 1, 2019 through December 31, 2019.

CARRIED

**RESOLUTION #306**

Municipal Response to Rats

- Moved by Councillor Moss and seconded that a Committee of the Whole meeting be scheduled for 2:00 p.m. on Friday, September 20, 2019 to discuss the Village of New Denver's role in addressing unwanted rats in the community.

CARRIED

**RESOLUTION #307**

BC Rural Health Network Membership

- Moved by Councillor Gustafson and seconded that the Village of New Denver become a Regular Member of the BC Rural Health Network.

CARRIED

**RESOLUTION #308**

UBCM 2019

- Moved by Councillor Gustafson and seconded that Mayor Casley and Councillor Wagner be authorized to attend the 2019 UBCM Convention scheduled for September 23-27 in Vancouver, with expenses paid.

CARRIED

**MOTION TO EXCLUDE:****RESOLUTION #309**

- Moved by Councillor Gustafson and seconded that the public interest requires that, as per section 90(1) (c) and (l) of the *Community Charter*, persons other than members of Council and the Acting CAO be excluded from the meeting as it pertains to municipal objectives and personnel matters.

CARRIED

**RECONVENE IN CAMERA:****RESOLUTION #310**

- Moved by Councillor Wagner and seconded that Council recess and reconvene in camera at 8:30 p.m.

CARRIED

**RECONVENE IN OPEN MEETING:****RESOLUTION #314**

- Moved by Councillor Gustafson and seconded that Council reconvene in open meeting at 9:35 p.m.

CARRIED

RESOLUTIONS BROUGHT  
FORWARD FROM IN CAMERA:

- Nil

ADJOURNMENT:

**RESOLUTION#315**

- Moved by Councillor Wagner and seconded that the meeting be adjourned at 9:35 p.m.  
CARRIED

\_\_\_\_\_  
MAYOR CASLEY

\_\_\_\_\_  
CORPORATE OFFICER



MINUTES  
COMMITTEE OF THE WHOLE MEETING

DATE: September 20, 2019  
TIME: 2:00 p.m.  
PLACE: Council Chambers

PRESENT:

- Mayor Leonard Casley
- Councillor John Fyke (via Skype)
- Councillor Vern Gustafson
- Councillor Colin Moss
- Councillor Gerald Wagner
- Catherine Allaway, Acting CAO
- Press: Valley Voice
- Guests: Tammy White (WildSafe BC), Burgin Jacobs

CALL TO ORDER:

INTRODUCTION OF LATE ITEMS:

- Nil

ADOPTION OF AGENDA:

**RESOLUTION #316**

- Moved by Councillor Moss and seconded that the agenda for the September 20, 2019 Committee of the Whole Meeting be adopted as presented.  
CARRIED

NEW BUSINESS:

**Municipal Response to Rats**

- Council discussed possible options for the municipal response to rats.
- Councillor Moss spoke in favour of educating the public.
- Councillor Wagner expressed concern that absentee property owners may be contributing to the problem.
- Councillor Fyke would like to see the Village helping to connect residents with the information required.
- WildSafe BC Coordinator Tammy White spoke about the need to manage attractants and habitat in order to reduce the rat population – trapping alone is not sufficient, and education is key.
- Ms. Jacobs is concerned that the rats will have a negative impact on birds and other local wildlife, and hopes that discount traps are made available to address the situation quickly.

- Ms. Lyons is concerned about derelict properties in the area that are contributing to the problem.

**RESOLUTION #317**

- Moved by Councillor Fyke and seconded that it be recommended to Council that the Village mail information about reducing the rat population to all property owners.

CARRIED

**RESOLUTION #318**

- Moved by Councillor Moss and seconded that it be recommended to Council that the Village website be updated to include additional information about reducing the rat population.

CARRIED

**RESOLUTION #319**

- Moved by Councillor Fyke and seconded that it be recommended to Council that the Village purchase equipment to assist with reducing the rat population in the community.

CARRIED

MOTION TO EXCLUDE:

**RESOLUTION #320**

- Moved by Councillor Gustafson and seconded that the public interest requires that, as per section 90(1) (c) of the *Community Charter*, persons other than members of Council and the Acting CAO be excluded from the meeting as it pertains to personnel matters.

CARRIED

RECONVENE IN CAMERA:

**RESOLUTION #321**

- Moved by Councillor Wagner and seconded that Council recess and reconvene in camera at 3:17 p.m.

CARRIED

RECONVENE IN OPEN MEETING:

**RESOLUTION #323**

- Moved by Councillor Moss and seconded that Council reconvene in open meeting at 4:45 p.m.

CARRIED

RESOLUTIONS BROUGHT  
FORWARD FROM IN CAMERA:

- Nil

ADJOURNMENT:

**RESOLUTION #324**

- Moved by Councillor Wagner and seconded that the meeting be adjourned at 4:45 p.m.  
CARRIED

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MAYOR CASLEY

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CORPORATE OFFICER

DRAFT



## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Corporate Officer  
SUBJECT: Communications for Information  
DATE: October 4, 2019

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### RECOMMENDATION:

That the following correspondence be received for information:

- June 27, 2019 Meeting Minutes (*Slocan District Chamber of Commerce - Jessica Rayner, Manager*)
- October 10, 2019 Draft Agenda (*Slocan District Chamber of Commerce - Jessica Rayner, Manager*)
- Land Acquisition Grants (*Columbia Basin Trust - Will Nixon, Senior Manager, Delivery of Benefits*)
- Forest Summit & Convergence (*Boundary Forest Watershed Stewardship Society - Jennifer Houghton, Lead Organizer*)
- Provincial Infrastructure Grant Funding (*Hon. Selina Robinson, Minister of Municipal Affairs and Housing*)
- New Physicians in New Denver (*Interior Health Authority*)

**REGULAR BOARD MEETING - MINUTES**

Thursday, June 27, 2019

6:30 p.m. at the Outlet Youth Centre

306 6th Ave, New Denver, BC.

**DIRECTORS PRESENT:** Jan McMurray, Janice Gustafson, Colin Moss, Tamara Barkowsky, Leanne Robson, Tom Bishop,

**ALSO IN ATTENDANCE:** Jessica Rayner, Carina Klassen, Rosemary Fabius

Meeting called to order at 6:32 by meeting chair Jan McMurray

1. MOVED by Tamara, Seconded by Leanne: "THAT the Agenda of the June 27, 2019 Regular Board Meeting be Adopted." CARRIED.

2. Delegation: Winlaw Business Organization (Karina Klassen & Rosemary Fabius)

Owners of Spinning Fables (Carina Klassen) and Rambling Rose (Rosemary Fabius) in Winlaw reported that a group in Winlaw has been meeting and discussing initiatives to support businesses in Winlaw. Initial plans include brochure and mapping projects. Everyone on the committee are members of the SDCC; they propose proceeding with their work as a Committee of the Chamber. Other members currently include Colleen Emery (Emery Herbals), Christine O'Neill (Karibu Park Cottages & Campground), and Pam Sims (Paradise Lodge) with 5 more interested in joining. The organizing group is requiring a base commitment to ensure the group runs smoothly. Regarding brochure funding they are considering advertising income, business owner contributions, and grants.

3. MOVED by Janice, Seconded by Tom: "THAT the Minutes of the May 9, 2019 Regular Board Meeting be Approved." CARRIED.

4. MOVED by Colin, Seconded by Tom: "THAT the Financials of May 2019 be Received." CARRIED.

5. Business Arising from the Minutes

- a) SuperHost Training: Only 5 people attended in Nakusp, none from New Denver. Kootenay Rockies Tourism is interested in having someone from the area.

Staff directed to investigate requirements of the SuperHost Training and what it would involve for a Chamber member to fill this role.

6. Reports

- a) Membership Committee: No report.

- b) Health Committee: Colin reported that Dr. Burkholder and Dr. Wachtel submitted a proposal and Interior Health is expected to respond this week.

MOVED by Tom, Seconded by Janice: "THAT up to \$2,500 in SDCC Health Committee funds be made available to cover travel costs to send Ed Staples to a Health Committee meeting in Victoria, and contribute to travel for Colin Moss and Leonard Casley." CARRIED.

- c) ASTA: Jan reported that ASTA is doing great, having now organized two regular Board Meetings and one full day Board orientation meeting. Only one seat, for an Arrow Lakes Accommodator, is still vacant.

- d) Strategic Planning: Jan proposes that the document Nadine has prepared be submitted to fulfill the requirements of the Basin Business Advisors, then the SDCC Board meet on July 11 to discuss in details



MOVED by Tom, Seconded by Tamara: "THAT the Strategic Planning Report submitted by facilitator Nadine Raynolds be Adopted and staff report on the now complete process to Columbia Basin Trust." CARRIED.

MOVED by Leanne, Seconded by Colin: "THAT the July 11 meeting be a single purpose meeting to address Strategic Planning only." CARRIED.

- e) Website Committee: Jan reported that the website committee put out a proposal requesting expressions of interest for a website redesign.

MOVED by Janice, Seconded by Tom: "THAT SDCC hire Yasmin Rodriguez (the Writing Ghost), in partnership with GilAccosta Creative Design, for the website redesign and branding project for a maximum cost of \$3,000." CARRIED.

- f) The entire Board will be invited to a meeting to go through an initial branding process with Yasmin. Following this, the website committee will make branding decisions working with Yasmin.

- g) Resident Attraction Project

MOVED by Tom, Seconded by Tamara: "THAT SDCC request a change in project concept to accommodate creation of several short videos featuring residents from different communities in the Slovan Valley." CARRIED with Jan opposed.

7. Correspondence: N/A

8. New Business

- a) Winlaw Business Organization:

MOVED by Tom, Seconded by Leanne: "THAT a Winlaw Business Committee be struck consisting of Carina Klassen, Rosemary Fabius, Colleen Emery, Christine O'Neill, and Pam Sims." CARRIED.

Chamber Committee Policy to be created for review at the next Regular Board Meeting.

9. MOVED by Tamara: "THAT the meeting be adjourned at 8:27 p.m." CARRIED.

**REGULAR BOARD MEETING - AGENDA**

Thursday, October 10, 2019  
6:30 p.m. at the Outlet Youth Centre  
306 6th Ave, New Denver, BC.

**ROLL CALL OF DIRECTORS**

1. Adopt Agenda of October 10, 2019 Regular Board Meeting
2. Delegation: George Meier for the Silverton Co-Work Society
3. Delegation: Erika Beringer for the SDCC Visitor Centre
4. Approve Minutes of September 12, 2019 Regular Board Meeting
5. Receive Financials of August 2019
6. Receive Financials of September 2019
7. Business Arising from the Minutes
  - a) Destination BC SuperHost Instructor Training
  - b) July 11, 2019 Strategic Planning Meeting
  - c) All Candidates Meeting
  - d) Merchants' Night Planning
  - e) Christmas Party Planning
8. Reports
  - a) Membership Committee
  - b) Health Committee
  - c) WKRTA / ASTA
  - d) Website Committee
  - e) Resident Attraction Project
  - f) Visitor Centre
9. Correspondence
  - a) Fall 2019 CBT Non-Profit Advisors Workshops
10. New Business
  - a) Email Vote Ratifications
  - b) SDCC Committee Policy
11. Adjournment

**From:** Will Nixon - Columbia Basin Trust <landgrants@ourtrust.org>  
**Sent:** September 27, 2019 11:02 AM  
**To:** Catherine.Woodbury@mail.netidea.com; cao@newdenver.ca  
**Subject:** NEW Grants Available for Land Acquisition

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## New Land Acquisition Grants Program

Dear Catherine,

I am pleased to let you know about the Trust's new Land Acquisition Grants program.

This new program will help you acquire lands for a variety of community purposes, such as recreational and cultural values. Eligible project costs include the purchase of land, buildings or land-based infrastructure.

The Trust will support up to 60% of any individual property's total purchase and improvement cost up to a maximum contribution of \$750,000 per project. Priority is given to projects that address identified community priorities and those with confirmed cash contributions from the applicant organization and/or other funders.

This program has an ongoing intake and will close when all funds have been committed.

### How to Apply

1. Review eligibility criteria in the [Program Guide](#).
2. Send a brief description of your project to [landgrants@ourtrust.org](mailto:landgrants@ourtrust.org).
3. Staff will assess and send eligible inquiries a link to the online application form.
4. Complete and submit your application using our online application system.

If you have any questions about this new program, contact us at [landgrants@ourtrust.org](mailto:landgrants@ourtrust.org).

Sincerely,



Will Nixon  
Senior Manager, Delivery of Benefits  
Columbia Basin Trust

## CONTACT

1.800.505.8998  
info@ourtrust.org  
ourtrust.org

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**Forest Summit & Convergence, October 26 & 27, 2019**  
**501 Carbonate Street, Nelson, BC**  
**[www.boundaryforest.org](http://www.boundaryforest.org)**

It has never been more critical to build a broad, united movement in British Columbia to take action to restore and protect our ecosystems.

This Convergence is a grassroots call to action to:

1. Identify the basic principles and values that should underpin forestry activity and our work, to identify and summarize solutions, and to outline next steps.
2. Motivate fellow citizens and communities to mitigate the climate crisis, protect forests and water, and preserve species biodiversity.
3. Influence and steer government legislation, policy, and action.

We know what the problems are: climate crisis, deforestation, species extinction, imminent ecological collapse, threats to water and food supply, and governments that compliantly support corporate destruction of the environment. We know the situation is urgent.

At this point, there is nothing to be gained from more discussion about the problems. Now is the time to generate and implement solutions from the ground up. It is time for broad-based, citizen action.

This Convergence is aimed at bringing together the diverse interests whose common goal is to restore and protect the ecosystems of BC: environmental groups, citizen groups, hunters, fishers, farmers, foresters, water protectors, community groups, Indigenous groups, recreation groups, etc, plus scientists and other concerned individuals.

This is for those who wish to organize for change, unify our voices, explore solutions, take action and implement solutions.

We will bring together our diverse experiences and backgrounds to build a powerful movement that can drive our economic, social, and political systems to support ecosystem restoration and protection in BC.

Outcomes for Strategy Sessions: What is our message? How do we build power? How do we inspire action? Information gathered at the Strategy Sessions will be correlated and shared widely with community groups, on social media, and with media to spread the message and inspire action. It will also be sent to government. The next actions will evolve out of this event.

Topics:

- Regional representation - possible models, how to make this happen?
- Forest Tenures - alternatives
- Bridging the gap between the science, land use, and democratic processes/ reform of public land management
- Education and transition for workers
- The economics of forestry - alternatives to the current model
- Alternative methods of forestry - on the ground
- Leveraging changes to FRPA and other policy - how can communities and scientists build on this momentum? Opportunities. What regulation will make \_\_\_\_\_ happen?



# **Forest Summit & Convergence, October 26 & 27, 2019**

Hart Hall, 501 Carbonate Street, Nelson, BC  
[www.boundaryforest.org](http://www.boundaryforest.org)

**Saturday, October 26, 10-5  
Speakers & Expert Panel**

**Sunday, October 27, 9:30-3:30  
Synthesis & Strategy Sessions**

Speakers include

- Herb Hammond
- Erik Piikkila
- Douglas Gook
- Jeff Brown
- Jennifer Houghton
- Dr. Brian Horejsi
- + more experts and community advocates

A detailed agenda will be available after Sept 20.

## **REGISTER**

Visit [www.boundaryforest.org](http://www.boundaryforest.org). Prepay online prior to Oct 20.

- \$60 for both days
- \$40 for October 26 only
- \$30 for October 27 only

At the door/after Oct 20.

- \$75 for both days
- \$50 for October 26 only
- \$40 for October 27 only

A limited number of bursaries are available for students so they can attend for free (includes anyone under 18 or anyone else enrolled in post-secondary education). Limited bursaries are also available for adults who want to attend but find that payment is currently beyond their means. We don't want anyone turned away because of affordability - each of us is entitled to contribute to our future. Please contact [boundaryforest@gmail.com](mailto:boundaryforest@gmail.com).

This event is being organized by volunteers from a number of groups in southern BC, including people from the Boundary Forest Watershed Stewardship Society, Peachland Watershed Protection Alliance, BC Coalition for Forestry Reform, Kootenay Water is Life, Ymir Community Watershed Society, Public and Private Workers of Canada, West Kootenay Ecosociety, as well as other concerned and dedicated individuals. The event will be funded by attendance revenues and sponsors.

Volunteers are needed! Are you good at connecting a cause with the right sponsors? We can use your skills. We also need a techie wiz to set up a Livestream and record the speakers to make the event accessible to those who cannot attend in person. Can you help during the event - setting up, taking down, guiding attendees, cleaning up, etc, etc?

Lead Organizer: Jennifer Houghton, Contact: [boundaryforest@gmail.com](mailto:boundaryforest@gmail.com) 250-584-4091



September 23, 2019

Ref: 249330

His Worship Mayor Leonard Casley  
and Members of Council  
Village of New Denver  
Box 40  
New Denver BC V0G 1S0

Dear Mayor Casley and Councillors:

On behalf of the Province of British Columbia, I am pleased to advise you that your application under the *Local Government Grants Act* for an infrastructure planning grant has been approved for the following project:

Grant Description	Amount
Water Distribution Asset Review and Planning	\$10,000

Details of the terms and conditions attached to this grant will be dealt with in an agreement that will be forwarded to you by Ministry of Municipal Affairs and Housing staff as soon as possible. This agreement must be signed and returned to the Ministry, indicating your acceptance of the terms and conditions.

The Province welcomes the opportunity to support planning in the Village of New Denver. We believe that early and ongoing planning is the best way to ensure that the environmental, social, and economic needs of your community will continue to be met in the years ahead.

Through your planning efforts, the Province encourages you to find ways to use new technology to promote environmental excellence and sustainable service delivery.

Congratulations on your successful application and my best wishes with your infrastructure study.

Sincerely,

Selina Robinson  
Minister



For Immediate Release | September 30, 2019

## New physicians start in New Denver in October

NEW DENVER – Interior Health is pleased to announce that two new physicians are joining the local health care team at the Slocan Community Health Centre (SCHC).

Dr. Svet Gueordjev and Dr. Sean Wachtel will start seeing patients as of Oct. 1. They join long-time New Denver physician Dr. Chuck Burkholder in providing local primary care services and coverage for the community's 24/7 emergency department.

"This is great news for people and families in communities that rely on services at the Slocan Community Health Centre," says Kootenay West MLA Katrine Conroy. "I would like to extend a warm welcome to the new physicians and applaud the ongoing efforts to ensure we are stabilizing health services in New Denver."

The three physicians have signed an 18-month contract that will allow Interior Health to maintain all current services and continue primary care planning discussions with the Kootenay Boundary Division of Family Practice physician group and other key stakeholders. IH's ongoing priority is to ensure we have long-term sustainable services that meet the needs of the patients who access services at the SCHC.

"Our local communities stepped up in a big way to help find new physicians to support local health care services. We look forward to building on this recent success to make sure people in New Denver and surrounding areas have access to the care they need at our health centre," says New Denver Mayor Leonard Casley.

The physicians will work under a shared practice model, which means patients with booked appointments will see the physician who is working at the clinic at the time of their appointment. The process to book an appointment remains the same: patients call the health centre at 250-358-7211.

Interior Health would like to acknowledge Dr. Burkholder, local elected officials and the broader community for their tremendous efforts in recruiting additional physicians for patients in the Slocan Valley. We would also like to thank the Ministry of Health and Kootenay Boundary Division of Family Practice for their work and support in the successful recruitment of new physicians to the SCHC.

**Dr. Gueordjev** received his medical degree from his hometown of Plovdiv, Bulgaria. He immigrated to South Africa and worked in the hospitals of Pretoria University and the South African National Defence Force for 10 years where he developed his interest in Family Practice, Emergency Medicine and Obstetrics and Gynecology. In 2000, he fulfilled a life-long dream when he immigrated to Canada, working in several small communities in northern BC before settling in his current home in Nelson.

**Dr. Wachtel** took family medicine training in the UK and, following a five-year commission in the Royal Air Force, came to Canada in 2009. He worked in Nelson for almost four years in the emergency department and family medicine before undertaking a master's degree in public health at UBC and certification through the Royal College of Physicians and Surgeons of Canada. Dr. Wachtel will divide his time between New Denver and the First Nations Health Authority in Vancouver.



**Dr. Burkholder** has enjoyed 25 years of practice in Slocan Community Health Centre and welcomes this opportunity to continue on in this sustainable, shared arrangement. Dr Burkholder graduated from the University of Western Ontario in 1988 and completed a Family Medicine residency at Dalhousie University. Soon after that, he moved to B.C. with his wife Miranda Hughes and has lived in the West Kootenays while they raised their four children.

– 30 –



## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Corporate Officer  
SUBJECT: Reports for Information  
DATE: October 4, 2019

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### RECOMMENDATION:

That the following items be received for information:

- Arrow Slokan Tourism Association Update (*RDCK - Ron Leblanc, Slokan Valley Economic Development Coordinator*)
- 2019 Slokan Valley Wildfire Resiliency Program Update (*Slokan Integral Forestry Cooperative - Stephan Martineau, Manager*)
- Revenue & Expense Report – October 4, 2019

## Catherine Allaway

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**From:** Ron LeBlanc <RLeBlanc@rdck.bc.ca>  
**Sent:** October 1, 2019 9:19 AM  
**To:** Stuart J. Horn; Michelle Gordon; 'Catherine Allaway'; 'Hillary Elliott'  
**Cc:** Leah Main; 'Toperczer, Richard E FLNR:EX'; 'Kelvin Saldern'  
**Subject:** Arrow and Slocan Tourism Association (ASTA) Update

Hi Folks

I'd like to report here about developments with ASTA tourism initiative.

My process for reporting will largely be forwarding on meeting minutes and pertinent documents. The ASTA Board meets once a month, and meeting minutes need to be received at the following meeting before I can distribute them to you. So there will be a delay with news. Attached are the minutes from the July meeting.

This past weekend I participated in the ASTA Strategic Planning session. It was a productive, facilitated meeting that highlighted priorities for the next 6 months and beyond. Essentially we are planning to hone in on defining the scope of ASTA's work (defining who we are and what we do), going through a branding exercise and hoping to apply for co-op funding from Destination BC for web development down the road. The notes from the Strat Planning session will be available after they are received by the Board in October.

Exciting news- ASTA has hired a Executive Director/Marketing Manager, Megan Chadwick. Megan is a great hire – her name may ring a bell as she wrote a Communications Strategy document for our SVED project earlier this year. It is a part time position, Sunday was her first day!

That's all for now...

Ron

### Ron LeBlanc

*Slocan Valley Economic Development Coordinator*

**Regional District of Central Kootenay -  
Slocan, Silverton, New Denver & RDCK Area H (Slocan Valley)**  
PO Box 50, Slocan BC V0G2C0  
**Cell:** (250) 551-6932  
**Web:** [www.rdck.ca](http://www.rdck.ca) Friend us on [Facebook](#)

*Representing Diverse Communities in the Kootenays*

# 2019 Slocan Valley Wildfire Resiliency Program

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## Program Overview

In the spring of 2019, the villages of Slocan, Silverton and New Denver partnered to access provincial funding under the Community Resiliency Investment Program for the purpose of reducing the risks and impacts of wildfire to the three communities.

SIFCo was hired to administer the Program and out of this the Slocan Valley Wildfire Resiliency Program (SVWRP) was born. The SVWRP will empower community members and local governments with the knowledge and tools needed to be more resilient in the event of the wildfire. The following work plan will guide the SVWRP program and provide recommended actions in order to meet the goals of: raising awareness and information sharing with the public, promoting a responsible attitude towards wildfire and fuel management among private land owners, developing clear guidelines for future development and landscaping, improving interagency cooperation and increasing emergency preparedness. These goals, combined, will increase community readiness in the event of a wildfire.

SVWRP Program will use the following outlined activities to meet program objectives:

1. Education: Community outreach, creation of a wildfire risk mitigation film for local residents and coordination of resident training and assessment activities
2. Private Land Owners Program: Assess the needs and support mitigation opportunities for private land holders, including businesses and corporations, in collaboration with local government.
3. Interagency Cooperation: Coordinate with stakeholders to create and host a sub-regional wildfire preparedness planning table.
4. Development Considerations: Develop a set of landscape guidelines and development permit documents based upon FireSmart guidelines.
5. Emergency Preparedness and Cross Training: Review structural protection capacities, coordinate cross-jurisdictional meetings, identify and assess one designated emergency response building, assess current capacity of local Fire Departments in relation to interface fires, create individual action plans for Fire Departments and coordinate related cross-training requirements.

## Community Education and Outreach

Method	Timeline	Action
Create Wildfire Resiliency Webpage on SifCo's website	June 1 <sup>st</sup> -Aug 30 <sup>th</sup> 2019	Link FireSmart Canada and FireSmart BC webpage's to the SIFCo website, coordinate with Villages and Regional District to link FireSmart webpage and information
Social Media presence on Sifco's Facebook Page	On-going	Regular posts using photos, educational content, events, FireSmart tips, and news throughout the season
Host Wildfire Resiliency Days	Sept 28 <sup>th</sup> -29 <sup>th</sup> , 2019	Host open house events to introduce the program's goals while educating the public about wildfire hazards.
Public Events ie. Garlic Fest, Community Information Sessions	On-going	Attend community events with an educational display/booth.
Engage Community Groups	Fall 2019	Presentation to Healthy Community Society, Seniors, School Parent Associations,
Create FireSmart Film	August 2019 – January 2021	An informational video will be created to offer the public a visual aid on the recommended steps to reduce the risk of potential damage caused to their homes from Interface fires.

## Private Land Owners Program

Method	Timeline	Action
Inform property owners	On-going	SIFCo will contact residents directly, via social media, and through newspaper advertisement to introduce the program and the concept of wildfire resiliency
Assess needs, capacities, barriers and incentives	August 15 <sup>th</sup> , 2019 to Feb 2020	The Program Manager will develop a survey for PLO's to provide information to assess what a comprehensive support program would include to mitigate wildfire hazard on private land.. Coordinator will host 3 PLO's community presentation for property owners to gather feedback about barriers/ issues in cooperation with respective administration
Draft specific PLO program to address needs and capacity	December 2019 to April 2020	Present draft program to Councils, amend accordingly, present final to Community and Councils

## Interagency Cooperation

Method	Timeline	Action
Educational Pre-planning with stakeholders to create sub-regional planning table	August 1 <sup>st</sup> – Dec 2019	SIFCo will identify and contact stakeholders directly to introduce the sub-regional planning table approach
Develop Terms of Reference for sub-regional cooperative activities	August 15 <sup>th</sup> , 2019 to December 2019	Develop and amend TOR with collaboration from stakeholders
Host sub-regional planning table	December 2019 to Feb 2020	Host planning table, present draft TOR to table for approval,
Confirm commitment for future collaboration	Feb 2020	Communicate with stakeholders

## Emergency Planning & Cross Training

Method	Timeline	Action
Engage and Inform Fire Departments (FD)	August 1 <sup>st</sup> – November 2019	Program Manager will contact the Fire Departments to introduce program goals related to emergency preparedness and cross training options
Assess and report the current capacity and barriers for each FD's emergency planning related to wildfire overall preparedness	August 15 <sup>th</sup> , 2019 to April 2020	SIFCo will review CWPP with each FD to assess current emergency planning preparedness and identify gaps. Project Manager will prepare individual reports and report findings to FD and Councils
Assess needs of Fire Departments to increase readiness for interface wildfires	Sept 1 <sup>st</sup> , 2019 – Feb 2020	Program Manager will work with each FD to identify current limitations and create action plan to remediate them
Improve emergency readiness	Oct 1 <sup>st</sup> , 2019 – Feb 2020	Project Manager will research and coordinate appropriate cross training opportunities
Improve cross-jurisdictional cooperation and emergency planning preparedness	Dec 1 <sup>st</sup> , 2019 to Feb 15 <sup>th</sup> , 2020	Coordinator will host one cross-jurisdictional FD meeting
Review structural protection capacities of Villages	August 1 <sup>st</sup> , 2019 – October 1 <sup>st</sup> , 2019	Identify and organise FireSmart Assessments for one building per Village

## Slocan Valley Wildfire Resiliency Program Partners

Stakeholders/Partners	Potential Role	Action	Timeline
Villages of New Denver, Silverton and Slocan	Distribute the FireSmart Homeowner's Manual to homeowners; Partner with the Village Staff for a FireSmart event ie. Free wood chipping for a day	Acquire additional FireSmart Homeowner manuals to distribute to property owners; coordinate a free wood chipping day with public works staff.	-Fall 2019 and Spring 2020
Silverton Building Supply/ Home Hardware Winlaw	Promote FireSmart Landscaping and FireSmart building materials	Provide businesses with FireSmart landscaping and building brochures	Fall 2019
Realtors	Distribute the FireSmart Homeowner's Manual to new homeowners	Provide local realtors with FireSmart Homeowner's Manuals	Fall 2019
BC Hydro	Fuel management under power lines	Recommendations in CWPP	In progress
Local Trails Societies	Fuel management in developed trail areas; signage regarding wildfires	Coordinate a FireSmart information session with NSTS board members to discuss fuel management in trail areas; offer education about wildfire prevention	Fall 2019

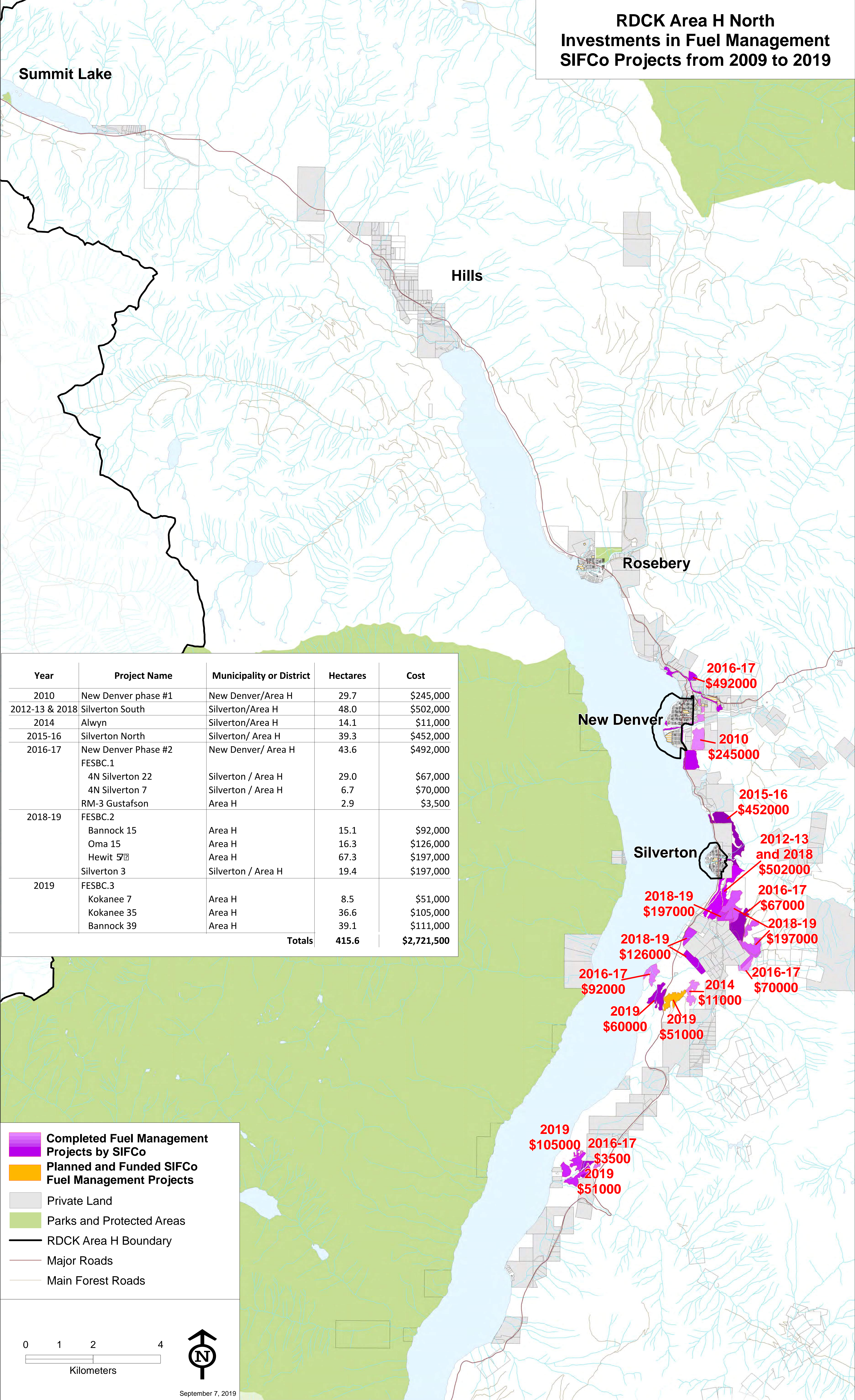
## Slocan Valley Wildfire Resiliency Program Additional Funding

Program manager will continue to research potential funding opportunities for both the Fire Departments and Villages. If funding is deemed appropriate, applications will be submitted.

Program Title	Who Is Eligible	Project Restrictions	Deadline	Link to Guideline
CEPF - Volunteer & Composite Fire Department Training & Equipment	Local governments (municipalities and regional districts), First Nations (bands and Treaty First Nations), legally incorporated society-run fire departments that are in good standing, and improvement districts in BC.	Facilitate training or purchase of equipment for volunteer or composite fire departments • <b>Be a new project</b> (retroactive funding <b>is not available</b> ) • <b>Be capable</b> of completion by the applicant within one year from the date of grant approval • <b>Align with the</b> Structure Firefighters Competency & Training Playbook (May 2015)	November 15, 2019.	<a href="https://www.ubcm.ca/assets/Funding-Programs/LGPS/CEPF/CEPF-Aug-2019-Fire-Department-Program-Guide.pdf">https://www.ubcm.ca/assets/Funding-Programs/LGPS/CEPF/CEPF-Aug-2019-Fire-Department-Program-Guide.pdf</a>



RDCK Area H North  
Investments in Fuel Management  
SIFCo Projects from 2009 to 2019





For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 01/01/2019  
To 31/12/2019

Account	Description	Annual Budget	YTD Actual	YTD Variance	Remaining In %
<b>REVENUE</b>					
<b>TAXATION</b>					
	TOTAL TAXATION:	280,450.00-	280,449.91-	0.09-	
<b>GRANTS IN LIEU OF TAXES</b>					
	TOTAL GRANTS IN LIEU:	12,458.77-	17,314.68-	4,855.91	
<b>SALE OF SERVICES</b>					
	TOTAL SALE OF SERVICES:	165,850.00-	187,921.01-	22,071.01	
<b>OTHER REV. - OWN SOURCES</b>					
<b>LICENCES AND FEES</b>					
	TOTAL LICENCES AND FEES:	9,520.00-	15,920.90-	6,400.90	
<b>RENTALS</b>					
	TOTAL RENTALS:	8,238.00-	9,010.54-	772.54	
<b>INTEREST AND PENALTIES</b>					
	TOTAL INTEREST AND PENALTIES:	3,800.00-	6,114.51-	2,314.51	
<b>OTHER REVENUES</b>					
	TOTAL OTHER REVENUES:	47,500.00-	14,976.29-	32,523.71-	
	TOTAL OTHER REV OWN SRC.:	69,058.00-	46,022.24-	23,035.76-	
<b>TRANSFERS - OTHER GOVTS.</b>					
	TOTAL TRANS. OTHER GOVTS.:	1,331,326.61-	556,000.07-	775,326.54-	
<b>COLLECTIONS - OTHER GOVTS</b>					
	TOTAL COLLECTIONS - OTHER:	346,746.07-	346,753.08-	7.01	
	TOTAL REVENUE:	2,205,889.45-	1,434,460.99-	771,428.46-	

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 01/01/2019  
To 31/12/2019

Account	Description	Annual Budget	YTD Actual	YTD Variance	Remaining In %
<b>EXPENDITURES</b>					
<b>LEGISLATIVE SERVICES</b>					
	LEGISLATIVE SERVICES:	34,874.48	22,832.20	12,042.28	
<b>GENERAL ADMINISTRATION</b>					
	TOTAL GENERAL ADMINIST.:	256,817.80	168,870.92	87,946.88	
<b>OTHER GOVERNMENT SERVICES</b>					
	TOTAL GOVERNMENT SERVICES:	55,100.00	44,873.82	10,226.18	
<b>PROTECTIVE SERVICES</b>					
	TOTAL PROTECTIVE SERVICES:	123,987.73	81,712.79	42,274.94	
<b>OTHER PROTECTIVE SERVICES</b>					
	TOTAL OTHER PROTECTIVE SERVICES:	19,221.80	17,040.90	2,180.90	
<b>TRANSPORTATION SERVICES</b>					
	TOTAL TRANSPORTATION SER.:	280,004.19	159,377.23	120,626.96	
<b>ENVIRONMENT HEALTH SERVIC</b>					
	ENVIRONMENTAL HEALTH SERV:	68,104.50	39,139.07	28,965.43	
<b>ENVIRON. DEV. SERVICES</b>					
	TOTAL ENVIRON. DEV. SERV.:	61,804.50	8,842.49	52,962.01	
<b>REC. &amp; CULTURAL SERVICES</b>					
	REC. & CULTURAL SERVICES:	521,786.03	115,042.45	406,743.58	
<b>NIMC</b>					
	TOTAL NIMC:	104,435.50	62,034.94	42,400.56	
<b>FISCAL SERVICES</b>					
	TOTAL FISCAL SERVICES:	202,743.00	10,861.40	191,881.60	
<b>TRANSFERS TO OTHER GOVERNMENT</b>					
	TOTAL TRANSFERS OTHER GOVERNMENT:	477,009.92	234,596.16	242,413.76	
	TOTAL EXPENDITURES:	2,205,889.45	965,224.37	1,240,665.08	
	TOTAL GENERAL FUND:	0.00	469,236.62-	469,236.62	

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 01/01/2019  
To 31/12/2019

Account	Description	Annual Budget	YTD Actual	YTD Variance	Remaining In %
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**WATER REVENUE/EXPENDITURE**

**WATER REVENUE**

TOTAL REVENUE:	418,142.00-	168,238.50-	249,903.50-
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**WATER EXPENDITURE**

TOTAL WATER EXPENDITURES:	418,142.00	51,294.01	366,847.99
CLEAR TOTAL 3:	0.00	116,944.49-	116,944.49
BALANCING TOTALS:	0.00	586,181.11-	586,181.11
REPORT TOTALS:	0.00	586,181.11-	586,181.11

\*\*\* End of Report \*\*\*



## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Acting CAO  
SUBJECT: Municipal Response to Rats  
DATE: October 1, 2019

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### OPTIONS:

1. Mail information about reducing the rat population to all property owners
2. Update Village website to include information about reducing the rat population
3. Purchase equipment to assist with reducing the rat population

### RECOMMENDATION:

That the Village of New Denver mail information about rat control to all property owners; and further,  
That the Village website be updated to include links to information provided by WildSafeBC; and  
further,

That up to \$500 be spent to purchase equipment to aid in reducing the rat population.

**BACKGROUND:** At the September 20, 2019 Committee of the Whole meeting, the options above were recommended to Council as preliminary actions to reduce the rat population in New Denver and support community groups working towards this goal. Since the meeting, a group of concerned citizens have created a Facebook group dedicated to the issue and have taken on mapping the location of rats killed in the community.

### ANALYSIS:

WildSafe BC has produced a brochure which provides good information about actions that residents can take to reduce rat habitat and attractants, as well as trapping information. WildSafe BC brochures could be mail dropped (placed in all mailboxes at the New Denver post office, except those banning junk mail) or mailed to all property owners. A mailout of WildSafe brochures will cost approximately \$500 (\$100 for brochures, \$50 for envelopes, \$350 for postage) and require 2-3 days of staff time. If the brochures were included in the 2020 utility billings (to be mailed in January 2020) the cost would be reduced. A mail drop would cost only \$30 (plus brochure cost) but would only reach about one half of residents and no non-resident property owners.

Options for sharing information through the Village's website include adding a page dedicated to rat control or linking to existing information provided by WildSafe BC. Adding a link to WildSafe BC's site can be done immediately. Creating a new page can be done by the end of October, using existing staff resources.

There is a range of equipment that could be purchased to assist with controlling the rat population:

- Snap traps are available from Silverton Building Supplies at a cost of approximately \$5 each.
- CO<sub>2</sub> powered traps cost approximately \$170 (\$200 with a counting feature) or \$760 for 5, and will require additional CO<sub>2</sub> cartridges (\$20 for 5 or \$100 for 30) and additional lure formula

(\$9-11 each) after 6 months. Pricing for this equipment is given in USD and duty charges may apply.

- JoraCan composter units can be purchased for \$1015 each (including shipping), and serve up to 30 people.
- Toter bear-proof garbage bins are available in 32 L and 64 L sizes and can be purchased at cost (\$200-215) from the City of Nelson

**LEGISLATIVE FRAMEWORK:** Nil

**STRATEGIC PRIORITY:** Nil

**COMMUNICATION STRATEGY:** Possible options for communicating with residents/property owners include mailouts and website updates.

**FINANCIAL IMPLICATIONS:** In 2019, \$2000 was budgeted for Animal Control. So far \$856 has been spent, leaving \$1244 remaining in budget. As there are some funds still required for wages for the remainder of the year, approximately \$1000 is still available to spend on rat control measures. Staff recommends budgeting additional funds for rat control in the 2020 budget.



## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

---

TO: Mayor and Council  
FROM: Corporate Officer  
SUBJECT: Village of New Denver Inter Municipal Business Licence Bylaw No. 725, 2019  
DATE: September 30, 2019

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### OPTIONS:

1. Give three readings to Inter Municipal Business Licence Bylaw No. 725, 2019
2. Do not give any readings to Inter Municipal Business Licence Bylaw No. 725, 2019 and take no further action at this time
3. Direct staff to provide additional information or make changes to the bylaw

**RECOMMENDATION:** That Village of New Denver Inter Municipal Business Licence Bylaw No. 725, 2019 be given first, second and third reading.

**BACKGROUND:** At the July 9, 2019 Regular Meeting Council directed staff to prepare a bylaw to allow the Village of New Denver to participate in the Kootenay-wide inter-community business licence scheme (Resolution #255/2019). So far the following municipalities have indicated their intention to participate in the scheme: Rossland, Creston, Kaslo, Cranbrook, Fernie, Golden, Salmo, Silverton, Slocan and New Denver.

**ANALYSIS:** ICBL partnerships streamline and simplify the licensing process, making it easier to do business in participating communities. By participating in the program, the Village of New Denver will be supporting small businesses, reducing unnecessary administrative burden, increasing compliance, fostering positive intercommunity partnerships and displaying business friendliness.

First, second and third reading of the bylaw can take place at the October 8, 2019 Regular Meeting, with final adoption planned for the October 22, 2019 Regular Meeting. The bylaw will take effect January 1, 2019.

**LEGISLATIVE FRAMEWORK:** *Community Charter* s. 8(6), 14 & 15 (1); must be established by bylaw

**STRATEGIC PRIORITY:** Nil

**COMMUNICATION STRATEGY:** The expansion to the Kootenay-wide ICBL program provides participating communities the opportunity to expand business friendliness. The Province will provide sample communication material from other ICBL groups that can be used to create Village-specific communications for possible inclusion in business licence renewal notices, municipal website posts or front-counter handouts.

**FINANCIAL IMPLICATIONS:** The licence fee for the proposed ICBL program has been set at \$100, and the full amount is retained by the issuing local government. This amount is sufficient to offset additional administrative costs associated with issuing ICBLs. Given that the ICBL program would apply in addition to, not in place of, current Village of New Denver Business Licence fees, provincial analysis indicates that any revenue loss from the Kootenay-wide ICBL partnership would be unsubstantial.

THE CORPORATION OF THE VILLAGE OF NEW DENVER

BYLAW NO. 725, 2019

A BYLAW TO ESTABLISH A SCHEME FOR INTER-COMMUNITY BUSINESS LICENCING AND  
REGULATION OF TRADES, OCCUPATIONS AND BUSINESSES

\*\*\*\*\*

WHEREAS Council may, pursuant to Section 8(6) of the Community Charter, regulate in relation to business;

AND WHEREAS pursuant to Section 14 of the Community Charter, two or more municipalities may, by bylaw adopted by the Council of each participating government, establish an Inter-Community scheme in relation to one or more matters;

AND WHEREAS pursuant to Section 15(1) of the Community Charter, Council may provide terms and conditions that may be imposed for obtaining, continuing to hold or renewing a licence, permit or approval and specify the nature of the terms and conditions and who may impose them;

AND WHEREAS Council has given notice of its intention to adopt this bylaw by publishing such notice in two consecutive issues of a newspaper, the last publication appearing not less than three (3) and not more than ten (10) days before the hearing and has provided an opportunity for persons who consider they are affected by this bylaw to make representations to Council at a hearing pursuant to Section 59 of the Community Charter,

NOW THEREFORE the Council of the Village of New Denver in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as the Village of New Denver "Inter-Community Business Licence Bylaw No. 725, 2019"

2. Definitions

In this bylaw, unless the context otherwise requires,

"Business" has the meaning as defined by the "Community Charter Schedule – Definitions and Rules of Interpretation".

"Excluded Business" means a Business excluded from application for an Inter-Community Business Licence and includes those Businesses referred to in Schedule 'A' attached hereto and forming part of this Bylaw.



"Inter-Community Business"	means a Business that performs a service or activity within more than one Participating Government by moving from client to client rather than having clients come to them. This includes but is not limited to trades, plumbers, electricians, cleaning services, pest control or other similar Businesses. This does not include fruit stands, flea markets, trade shows or other similar Businesses.
"Inter-Community Business Licence"	means a Business Licence which authorizes Inter-Community Business to be carried on within the boundaries of any or all of the Participating Governments in accordance with this Bylaw and will be in addition to a Standard Business Licence.
"Standard Business Licence"	means a licence or permit, other than an Inter-Community Business Licence, issued by a Participating Government that authorizes a Business to be carried on within the jurisdictional boundaries of that Participating Government.
"Participating Government"	means the following communities that have adopted this Inter-Community Business Licence Bylaw and any other municipalities that adopt this bylaw at a later date:  City of Cranbrook City of Creston City of Fernie City of Golden Village of New Denver Village of Salmo Village of Silverton Village of Slocan
"Person"	has the meaning ascribed to it by the Interpretation Act.
"Premise"	means a fixed or permanent location where the applicant ordinarily carries on Business.

“Principal Government”

means the Participating Government where a Business is physically located, or has a Premise, or, where the licensee does not maintain a Premise in any of the Participating Governments, the Government that issues the Inter-Community Business Licence.

3. Regulations

- a) Subject to Section (c) and (e), a person who has obtained an Inter-Community Business Licence may carry on business within a Participating Government for the term authorized by the Inter-Community Business Licence without obtaining a Standard Business Licence in the other Participating Governments.
- b) A Participating Government may issue an Inter-Community Business Licence to an applicant for an Inter-Community Business Licence provided the Business type is an Inter-Community Business and is not an Excluded Business, the applicant has a valid Business Licence issued by that Participating Government, and the applicant meets the requirements of this Bylaw.
- c) A person holding an Inter-Community Business Licence must comply with all other regulations and bylaws of the Participating Government in which they are carrying on Business.
- d) A Business that operates under an Inter-Community Business Licence in more than one Participating Government shall only apply for an Inter-Community Business Licence from the Participating Government in which they maintain a Premise.
- e) Notwithstanding the issuance of an Inter-Community Business Licence, every person who carries on, maintains, owns or operates, within a Participating Government, any profession, business, trade, occupation, calling, undertaking or thing in or from more than one branch, office, place, premise or store shall obtain a separate Standard Business Licence for each branch, office, place, premise or store. And further, notwithstanding Sections (b), (c), and (d), the Participating Governments agree that where an applicant for an Inter-Community Business Licence:
  - i. does not maintain Premises in any of the Participating Governments, then the applicant may apply at any one of them; or
  - ii. maintains a Premise in more than one of the Participating Governments, the applicant must apply at one of the Participating Governments where they maintain a Premise.

4. Fees

- a) The fee for an Inter-Community Business Licence is \$100 and shall be paid in full at the time of application and will be retained by the Participating Government that issues the licence.
- b) The fee for an Inter-Community Business Licence is separate and additional to any Business Licence fee that may be required.

- c) The annual Inter-Community Business Licence fees prescribed in this bylaw may be reduced pro-rate in respect of any person who becomes liable to be licensed AFTER the commencement of the licence period, on the same basis as the municipal business licence.

5. Application

- a) Every Inter-Community Business Licence shall be issued on a standard form provided for that purpose, as agreed upon from time to time by the Participating Governments and including, as a minimum, the following information:
  - i. Disclosing the nature and character of the profession, business, trade, occupation, calling, undertaking or thing to be carried on, maintained, owned or operated by the applicant;
  - ii. Declaring the mailing address and contact information for such profession, business, trade, occupation, calling, undertaking or thing;
  - iii. Declaring the number of persons engaged or occupied in such profession, business, trade, occupation, calling, undertaking or thing;
  - iv. Disclosing the number of distinctive lines of goods sold or offered for sale;
  - v. Including any other information concerning the profession, business, trade, occupation, calling, undertaking or thing which the Participating Government may require.
- b) Each Participating Government shall provide to all other Participating Governments standardized information regarding the Inter-Community Business Licences issued, by way of at least weekly updates on a shared database ([www.mobilebusinessregistry.ca](http://www.mobilebusinessregistry.ca)) available to all Participating Governments.

6. Suspension or Cancellation of an Inter-Community Business Licence

- a) A Council or Designated Officer or Employee of a Participating Government may exercise the authority of the Principal Government in accordance with Sections 15 and 60 of the Community Charter to suspend or cancel an Inter-Community Business Licence. The suspension or cancellation shall be in effect throughout all of the Participating Governments and it shall be unlawful for the holder to carry on the Business authorized by the Inter-Community Business Licence in any Participating Governments for the period of the suspension or cancellation.
- b) Before suspending or canceling an Inter-Community Business Licence under Section 6(a), the Participating Government must give the licence holder notice of the proposed action and must inform the licence holder of their right to be heard.
  - i. If the licence holder wishes to exercise this right, the Participating Government shall communicate in writing to the licence holder and Principal Government that issued the Inter-Community Business Licence, together with such documentary evidence of the reasons for suspension or cancellation as may be available and the request to be heard. Such Principal Government shall then, as soon thereafter as reasonably possible, provide the Licence Holder an

opportunity to address their respective Council who will then consider whether to suspend or cancel the Inter-Community Business Licence.

- ii. If the licence holder does not exercise their right to be heard, the Participating Government may suspend or cancel the Inter-Community Business Licence in accordance with Section 6(a).
- c) Any conduct by a licence holder resulting in a hearing made under Section 6(b)(i) shall be considered by the Council of the Principal Government as though it happened within the jurisdiction of the Principal Government.
- d) A decision by a Principal Government or Participating Government to cancel or suspend an Inter-Community Business Licence under Section 6 (b) shall be honoured by all Participating Governments.
- e) Nothing in this Bylaw impedes the authority of a Participating Government to suspend or cancel any Business Licence issued by that Government, or to enact regulations in respect of any class of Business Licence in accordance with Section 15 of the Community Charter and amendments thereto.

#### 7. Miscellaneous

- a) A Participating Government may, by notice in writing to each of the other Participating Governments, withdraw from the Inter-Community Business Licence scheme established by this Bylaw.

Notice must:

- i. Set out the date on which the withdrawing Government will no longer recognize the validity within its boundaries of business licences issued pursuant to this Bylaw, which date must be at least six months from the date of the notice; and
  - ii. Include a certified copy of the Bylaw authorizing the withdrawal.
- b) An Inter-Community Business Licence issued prior to the effective date of the withdrawal shall, until it expires, remain valid within the boundaries of the withdrawing Government.

#### 8. Severability

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

#### 9. Effective Date:

This Bylaw shall come into full force and effect on the first day of January 2020 and operate as a pilot program until December 2021.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2019.

READ A SECOND TIME this \_\_\_\_ day of \_\_\_\_\_, 2019.

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

RECONSIDERED, AND FINALLY PASSED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

Certified to be a true copy of "Village of New Denver Inter-Community Business Licence Bylaw No. 725, 2019"

\_\_\_\_\_  
CORPORATE OFFICER

SCHEDULE 'A'  
EXCLUDED BUSINESSES

The following Business types are Excluded Businesses for the purposes of application for an Inter-Community Business Licence under the Inter-Community Business Licence Scheme set out in the bylaw:

1. Social escort services.
2. Vehicles for hire (for example, taxis, limousines, or buses).
3. Body-rub services (which includes the manipulating, touching or stimulating by any means, of a Person or part thereof, but does not include medical, therapeutic or cosmetic massage treatment given by a person duly licensed or registered under any statute of the Province of British Columbia governing such activities or a therapeutic touch technique).
4. Mobile food vendors, fruit stands, flea markets, trade shows or other similar Businesses.
5. Cannabis related businesses (a business which involves the sale of cannabis).



## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Acting CAO  
SUBJECT: KSCU Access and Signing Authority  
DATE: September 30, 2019

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**RECOMMENDATION:** That Lisa McGinn be removed from the list of authorized signatories and authorized users for the Village of New Denver's accounts at the Kootenay Savings Credit Union;

and further,

that Rebecca Sargent be added as an authorized user with viewing privileges and initiator status for phone, in person and online banking access to the Village of New Denver's accounts at the Kootenay Savings Credit Union.

**BACKGROUND:** Currently Lisa McGinn and Catherine Allaway are the Village employees that have been designated as authorized signatories for the Village's accounts at KSCU. Recent staffing changes necessitate updates to these arrangements

**ANALYSIS:** A Council resolution is required to remove retired employee Lisa McGinn from the list of authorized signatories for the Village's accounts at KSCU. A resolution is also required to allow Rebecca Sargent limited access to the KSCU accounts so that she can make inquiries and prepare financial transactions for approval by authorized signatories.

**LEGISLATIVE FRAMEWORK:** Nil

**STRATEGIC PRIORITY:** Nil

**COMMUNICATION STRATEGY:** Nil

**FINANCIAL IMPLICATIONS:** Nil



## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Corporate Officer  
SUBJECT: Request for Liability Insurance Coverage – New Denver Marina  
DATE: September 30, 2019

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### OPTIONS:

1. **Authorize the Service Provider Agreement between the Village and the SLBA**
2. Do not authorize the Service Provider Agreement between the Village and the SLBA

**RECOMMENDATION:** That the Corporate Officer be authorized to sign the Service Provider Agreement between the Village of New Denver and the Slocan Lake Boating Association

**BACKGROUND:** The Slocan Lake Boating Association (SLBA) is a volunteer-run organization which operates the New Denver Marina. At the September 10, 2019 Regular Meeting, Council authorized staff to enter into a management agreement with the SLBA to govern the operation of the New Denver Marina, effective October 1, 2019. The management agreement has been executed by both parties and is in effect.

Municipal Insurance Association (MIA), which provides liability insurance to the Village of New Denver (and most other local governments in BC) offers “Associate Member” liability insurance coverage for individuals, groups or associations that provide services on behalf of MIA members. A program fact-sheet is attached, as is the proposed Service Provider Agreement.

**ANALYSIS:** The proposed approach will reduce the cost of liability insurance premiums for the SLBA. The SLBA will be responsible for paying the cost of premiums and any claim expenses that are incurred and the Village’s \$2500 deductible will apply.

**LEGISLATIVE FRAMEWORK:** A Council resolution is required to authorize signing of the Service Provider Agreement.

**STRATEGIC PRIORITY:** Nil

**COMMUNICATION STRATEGY:** Nil

**FINANCIAL IMPLICATIONS:** There are no anticipated costs to the Village of New Denver.



MIABC members can now apply for liability coverage for individuals, groups and associations that provide services for, or on behalf of, our members, upon request of an MIABC member, up to a limit of \$5,000,000.

These individuals, groups and associations must be individually sponsored by a member in order to qualify for "associate member" status. Once accepted as an associate member, these parties will be entitled to full coverage under the Liability Protection Agreement, but only for services provided for, or on behalf of, the sponsoring member.



*..these parties will be entitled to full coverage under the Liability Protection Agreement*

*Liability coverage is now available for local government service providers*

**In order to qualify as an associate member:**

- The associate member must be sponsored by an existing MIABC member;
- The sponsoring member has a written agreement for the provision of services with the associate member (the "Service Provider Agreement");
- The services provided are services to the community provided for, or on behalf of, the sponsoring member;
- The Service Provider Agreement has been approved by the sponsoring member's council or board by resolution or bylaw; and
- The MIABC has received payment of a premium on behalf of the associate member.

It is important to understand that the sponsoring member's deductible will apply to claims brought against the associate member and the sponsoring member will be responsible for the payment of any costs incurred below the deductible. In addition, all claims brought against the associate member will form part of the sponsoring member's claims history and experience rating.





## SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_ by and in between the Village of New Denver

(the "Local Government") and the Slocan Lake Boating Association (the "Service Provider").

The Service Provider agrees to provide the following services for or on behalf of the Local Government:

Operation of the New Denver Marina

☐ The term of the Agreement is from the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and  
the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

☒ The term of the Agreement is perpetual commencing the 1<sup>st</sup> day of January, 2020.

While providing the agreed service, the Service Provider agrees to comply with: all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government.

The Local Government agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Service Provider as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The Service Provider agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

- ☐ The Local Government agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.
- ☒ The Service Provider agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider of the termination.

**ON BEHALF OF VILLAGE OF  
NEW DENVER**

Name:

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Title:

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Signature:

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Date:

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**ON BEHALF OF SLOCAN LAKE  
BOATING ASSOCIATION**

Name:

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Title:

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Signature:

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Date:

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## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Acting CAO  
SUBJECT: Affordable Housing Project  
DATE: October 3, 2019

---

### **OPTIONS:**

- 1. Support the New Denver Housing Society's application to CMHC**
2. Do not support the New Denver Housing Society's application to CMHC

**RECOMMENDATION:** That the Village of New Denver support the New Denver Housing Society's application to Canada Mortgage and Housing Corporation for funding to study the feasibility of developing a minimum 10-unit housing project in New Denver.

**BACKGROUND:** The New Denver Housing Society is working with consultants from Urban Matters to develop affordable housing in New Denver. The Healthy Community Society of the North Slokan Valley started the project, completing a Housing Needs and Site Review (Phase 1 Report) and a Longlist Site Review and Prioritization (Phase 2 Report). Council has indicated a preference for a larger number of units than initially proposed, and is exploring the availability of lands in Block 50 or Block 51 for this project. The attached application summary reflects these preferences.

**ANALYSIS:** The results of the Phase 1 Report, as well as the 2018 report from the Columbia Basin Rural Development Institute indicate the need for additional affordable rental housing in New Denver. Staff anticipates that this position will be confirmed by the Housing Needs Assessment Report that is being completed in partnership with the RDCK with funding from UBCM.

The Province has recognized the need for additional affordable housing units, and has indicated that there will be a spring 2020 intake for capital project funding through BC Housing. The current proposal will use Canada Mortgage & Housing Corporation (CHMC) funding to prepare an application to BC Housing for capital project funding.

**LEGISLATIVE FRAMEWORK:** Nil

**STRATEGIC PRIORITY:** Nil

**COMMUNICATION STRATEGY:** Nil

**FINANCIAL IMPLICATIONS:** The Village of New Denver is not being asked to make any cash contributions to the proposed project.

Canada Mortgage and Housing Corporation (CMHC) Seed Funding Application for  
The Healthy Community Society of the North Slokan Valley

Date: September 30, 2019

**1. Project Vision (2000 characters maximum)**

The proponent has identified a vacant land parcel in community of New Denver, BC to meet the needs of local residents who are presently struggling to find housing that is affordable and appropriate for their needs. The proposed rental project is intended to serve seniors and families with children in Silverton, New Denver and Central Kootenay H, where nearly half of all renters are spending 30% or more of their income on shelter costs.

Major housing challenges are identified for one-person households, particularly seniors, and families with children in the North Slokan Valley. The population of seniors has grown dramatically between 2006 and 2016 (52.8%) and is expected to continue to grow for the next decade. Families with children face challenges finding long-term rental housing because most of the options are in the secondary rental market which offer less stability required for families. There is a high proportion of renters and a high percentage of dwellings that are not occupied year-round in the area, likely creating pressure as homes may not be available for rent all year.

There are only 20 units of affordable rental seniors' housing units in the area. Based on an informal community survey of housing needs, there is a waitlist of 8 households: 4 individuals and 4 families, 3 of which have children. Nearby rental markets, such as Nelson and Castlegar, offer limited options due to low vacancy rates, rising costs, among others.

**2. Project Concept**

The proposed building will offer 10 rental units, an outdoor courtyard and walkway with surface parking. While the site concept and building design will be refined with a detailed pro forma assessment at a future phase in the project, the preliminary viability assessment indicates that the project will support the following units highlighted in Table 1.

Table 1: Proposed Unit Size

Number of Bedrooms	Units	Proposed Square Footage
Total	10	350 - 925 ft <sup>2</sup>
Bachelor	3	350 ft <sup>2</sup>
1 Bedroom	2	525 ft <sup>2</sup>
2 Bedroom	2	725 ft <sup>2</sup>
3 Bedroom	1	725 ft <sup>2</sup>
3 Bedroom (Near market rent)	1	925 ft <sup>2</sup>
4 Bedroom (Near market rent)	1	925 ft <sup>2</sup>

The proposed unit mix (Table 2) is based on the requirements of BC Housing's Community Housing Fund program, which is anticipated to release a new call for proposals in Spring 2020. This program provides capital funding and financing for mixed income housing with 20% of units at Income Assistance rates, 50% of units at Housing Income Limit rates (as determined by BC Housing) and 30% of units at low end of market rates. This project is aiming to access the capital dollars for this project in order to proceed, and our application to CMHC is in support of the pre-development planning required to apply.

Table 2: Proposed Subsidy Levels

	Deep Subsidy	Housing Income Limit	Low End of Market
Total Units	3	5	2

### 3. Use of CMHC Funds

Our CMHC Seed Funding request for \$97,625 would serve multiple purposes in moving forward on the development planning for the project. The first step would be to use CMHC's Seed Funding to develop a more robust financial model, and determine whether the current proposed funding program is sufficient to make the project viable and what additional funds or operating subsidy would be required. Other development costs include design work, geotechnical survey, soil testing, site survey, professional appraisal, and any additional engineering studies.

Table 3: CMHC Seed Funding Request

Items	Funding Request
<b>Total</b>	<b>\$97,625</b>
<ul style="list-style-type: none"> <li>• Preliminary feasibility concept</li> <li>• Professional appraisal</li> <li>• Site survey for municipal parcel</li> <li>• Geotechnical survey, including soils assessment and survey</li> <li>• Preliminary design work, including site massing and layout and site servicing strategy</li> <li>• Development pro forma integrating preliminary design concepts and costing estimates</li> <li>• Project management</li> <li>• Additional engineering studies</li> </ul>	<p>\$7,500</p> <p>\$5,000</p> <p>\$10,000</p> <p>\$18,750</p> <p>\$25,000</p> <p>\$12,500</p> <p>\$8,875</p> <p>\$10,000</p>



## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Acting CAO  
SUBJECT: UBCM CRI FireSmart Community Funding & Supports program  
DATE: October 3, 2019

---

### **OPTIONS:**

- 1. Support the application to the UBCM 2020 CRI program as presented**
2. Do not support the application to the UBCM 2020 CRI program as presented

**RECOMMENDATION:** That the Village of New Denver partner with the Village of Silverton and the Village of Slocan in an application to the UBCM CRI FireSmart Community Funding & Supports program for funding up to \$450,000; and further, that the Village of Silverton be designated as the lead proponent in this application.

**BACKGROUND:** UBCM, through their Community Resiliency Investment (CRI) Program, is currently accepting applications for the FireSmart Community Funding & Supports program. This program will provide 100% funding to local governments to assist them in undertaking community-based FireSmart planning and activities that reduce the community's risk from wildfire.

**ANALYSIS:** The proposed application will be a partnership between the Villages of New Denver, Silverton and Slocan, with the role of lead applicant assumed by the Village of Silverton. The required application forms will be prepared by representatives from Slocan Integral Forestry Cooperative (SIFCo).

**LEGISLATIVE FRAMEWORK:** Nil

**STRATEGIC PRIORITY:** Nil

**COMMUNICATION STRATEGY:** Nil

**FINANCIAL IMPLICATIONS:** As the program provides 100% funding, the financial impact on the Village budget is minimal



# 2020 Community Resiliency Investment Program

## FireSmart Community Funding & Supports

### Application Form

Please complete and return the application form and all required attachments by October 18, 2019.

All questions are required to be answered by typing directly in this form. If you have any questions, contact [cri-swpi@ubcm.ca](mailto:cri-swpi@ubcm.ca) or (250) 356-2947.

<b>SECTION 1: Applicant Information</b>	<b>CRI-</b> <i>(administrative use only)</i>
Name of Local Government or First Nation: Village of Silverton	Complete Mailing Address: Box 14 - 421 Lake Avenue, Silverton, BC V0G 2B0
Contact Person: Hillary Elliott	Position: Chief Administrative Officer
Phone: 250-358-2472	E-mail: <a href="mailto:helliott@silverton.ca">helliott@silverton.ca</a>

\* Contact person must be an authorized representative of the applicant.

<b>SECTION 2: For <u>Regional Projects Only</u></b>
<p><b>1. Identification of Partnering Communities.</b> For all regional projects, please list all of the partnering eligible applicants included in this application. Refer to Section 3 in the Program &amp; Application Guide for eligibility.</p> <p>Village of Silverton, Village of Slocan and the Village of New Denver</p>
<p><b>2. Rationale for Regional Projects.</b> Please provide a rationale for submitting a regional application and describe how this approach will support cost-efficiencies in the total grant request.</p> <p>By working together, the Village's can reduce program administration costs, improve inter-agency cooperation and leverage regional goals recommended in the shared Community Wildfire Protection Plans for the North and South Slocan Valley that were just released. They also can share a project management team.</p>

<b>SECTION 3: Project Summary</b>
<p><b>3. Name of the Project:</b></p> <p>Slocan Valley Wildfire Resiliency Program</p>

**4. Project Summary.** Please provide a summary of your project in 150 words or less.

The SVWRP's second year will focus on actions recommended in the recently completed Slocan Valley Community Wildfire Protection Plans (North & South). Key recommendations include: increasing emergency preparedness, raising awareness and information sharing with the public, promoting FireSmart activities on private lands, wildfire mitigation work and improving interagency cooperation. These goals, combined, will increase community readiness in the event of a wildfire.

**5. Fire Centre (use check boxes).** Indicate which Fire Centre the proposed activities are located in (check all that apply)

☐ Cariboo Fire Centre

☐ Northwest Fire Centre

☐ Coastal Fire Centre

☐ Prince George Fire Centre

☐ Kamloops Fire Centre

☒ Southeast Fire Centre

**6. Project Cost & Grant Request:**

Total Project Cost: \$450,000.00

Total Grant Request (as identified in Worksheet 1): \$450,000.00

Have you applied for or received funding for this project from other sources? If yes, please provide details below.

In year one of the project we received funds from Columbia Basin Trust and SIFCo. In year 2 we have not received other funds to date.

**7. Progress to Date.** If you were approved for funding under the 2019 FireSmart Community Funding & Supports program, please describe the activities that have been completed to date and/or what activities your community will be undertaking to increase resiliency.

Activities related to 2019 funding that have been completed for the regional project supporting the Villages of New Denver, Silverton and Slocan are:

Hired a coordination Team for the delivery of the program

Regular posts regarding education, events and Firesmart tips have been shared.

Recruited two resident to become wildfire mitigation Home Partners Program trained specialist and we will have two more LFR's trained in October

Hosted two Wildfire Resiliency Open House events to introduce the program and give a framework of the climate change and wildfire suppression tactics required to improve understanding of FireSmart principles

Coordinated an educational booth at largest regional farmer's market festival

Began assessing residential program barriers and benefits and capacity issues by conducting meetings with Village administration. Will do door-to-door canvassing and present findings to community members in November. Once survey results are completed, the final program will be presented to Councils and community.

Conducted educational pre-planning meetings for sub-regional planning table with BCWS, RDCK Regional Director, local Fire Departments and local government administration.

Fire Department personnel have been contacted regarding the program goals

Created a FireSmart Webpage with links to FireSmart Canada and FireSmart BC websites.

One Fire Department has been assessed for current capacity related to wildfire preparedness.

Two Fire Departments have been assessed to identify and create action plans to improve

current limitations.

Cross-training has been researched and options are being reviewed by Fire Departments

Three FireSmart Assessments have been completed on publicly or provincially owned buildings identified as emergency infrastructure or support buildings.

FireSmart Homeowners Manuals have been distributed to all three local governments

Two local building supply stores have been provided landscaping and building brochures

Work In Progress includes:

Supporting one Village with FireSmart principles to be included in OCP review

Developing Landscape Best Practices for the bio-region and in response to local residents feedback.

Developing Residential Support Program within villages to include chipping days and off-site organic waste disposal.

Planning and developing terms of reference for a sub-regional wildfire resiliency planning table

#### **SECTION 4: Requirements for Funding** (refer Section 4 of Program & Application Guide)

- 8. Engagement Prior to Submitting an Application.** In order to qualify for funding, applicants must demonstrate their level of engagement with a BCWS Wildfire Prevention Officer, FNESS Fuel Management Liaison/Specialist, and, if applicable, the FLNRORD district, region, or relevant Land Manager to ensure project alignment with Land Manager priorities.

Please indicate the name(s) and title(s) of the person(s) you engaged with and describe the extent of that engagement.

SIFCO has been hired by our three villages to run the program. SIFCO, our local community forest, is a provincial leader in wildfire mitigation work and they have been working closely with BCWS and FLNRORD over the last years and this program is in full alignment with them and the Land Manager priorities.

- 9. Acceptable Plan.** In order to qualify for funding, applicants must have a current and acceptable plan that includes assessment and identification of FireSmart and/or fuel management priorities (i.e. CWPP, Community Wildfire Resiliency Plan, Integrated Investment Plan, etc.).

Please outline how your community meets this requirement. Note: applicants that do not have a current and acceptable plan may apply to develop or update a plan.

Updated CWPP's for Slocan Valley North and South were just released a few weeks ago and recommendations from them will guide and inform the 2020 program.

*Attach completed plans, assessments, and/or excerpts from higher-level plans, with the application form.*

#### **SECTION 5: Wildfire Risk & Rationale**

**10. A. WUI Wildfire Risk Class.** What is the WUI Risk Class (1 – 5) for the general area of interest of your community or proposed activities, including the WUI polygon name from risk class map? Refer to Appendix 1 of the Program & Application Guide.

Slocan is within WUI Risk Class polygon WUI P: Appledale RC: 1 in the 2019 PSTA.

New Denver and Silverton are within WUI Risk Class polygon WUI P: New Denver RC: 2 in the 2019 PSTA

**B.** If local assessments provide additional evidence of higher wildfire risk than the WUI Risk Class, provide specific evidence of wildfire risk (reference to appropriate section of a CWPP or other plan, etc.)

The Regional District of Central Kootenay Area H South and Village of Slocan Community Wildfire Protection Plan (September 10, 2019) Section 4.3.5.2 agrees with the PSTA WUI Risk Class assessment and identifies the WUI Risk Class adjacent to Slocan as a combination of Extreme and High ratings, with a High Wildfire Behavior Threat Class. A map based on the 2019 CWPP data is attached.

The Regional District of Central Kootenay Area H North and Villages of Silverton and New Denver Community Wildfire Protection Plan (September 10, 2019) Section 4.3.5.2 identifies the WUI Risk Class adjacent to these two communities as a combination of Extreme and High ratings, with a High Wildfire Behavior Threat Class. This is higher than the Risk Class 2 indicated in the 2019 PSTA data. A map based on the 2019 CWPP data is attached.

*Additional evidence for higher wildfire risk (e.g. CWPP extract, copies of assessments, etc.) is required to be submitted with the application form.*

**C.** For the purpose of FireSmart Community Funding & Supports grants, identify the risk category that you are applying under:

☐ Lower risk of wildfire (may apply for a grant of up to \$25,000)

☒ Higher risk of wildfire (may apply for a grant of up to/exceeding \$150,000)

**11. Other Rationale.** What other rationale or evidence is there for undertaking the proposed project? This may include local hazards identified in the Emergency Plan; threat levels identified in Hazard Risk & Vulnerability Analysis and/or other risk assessments; demonstrated history of repeated and/or significant interface wildfires and evacuations; or other rationale.

*Evidence of other rationale (e.g. Local Authority Emergency Plan extract, copies of assessments, etc.) is required to be submitted with the application form.*

## SECTION 6: Detailed Project Information

**12. Proposed Activities.** Please refer to Section 6 of the Program & Application Guide for eligibility and complete Worksheet 1: Proposed Activities & Cost-Estimate. Worksheet 1 is required to be completed for all applications.

**13. Increasing Resiliency.** Please indicate how the proposed project will increase community resiliency by undertaking community-based FireSmart planning and activities that reduce the community's risk from wildfire.

The approach taken in this project is to use a combination of local knowledge and professional consultants to create detailed plans that will improve suppression response activities in the case of a large interface fire. The program will focus on changing the public's perception about

wildfire risk and provide them with support to reduce their home's overall fire hazard risk. The program addresses the needs of the communities by incorporating local knowledge and feedback into the planning of the program.

**14. Partnerships & Collaboration.** Please identify any other authorities you will collaborate with on the proposed project (e.g. community or resident organizations, First Nation or Indigenous organizations or other local governments) and outline how you intend to work together.

BC Parks, Regional District of Central Kootenays, local Trail Societies, BC Wildfire Service, Each component of the program includes working closely with stakeholders to reduce to risk and probability of an interface fire. We will be requesting signage be installed in Parklands, BC Recreation Site Parking Areas, Highway Rest Stops, in Village parks and campgrounds and near trailheads to educate the public about human-caused fires.

We will also be hosting inter-agency stakeholder meetings in response to recommendations found in the 2019 CWPP's to discuss right of way fuel management concerns and opportunities

The Villages will also work closely with the RDCK, BC Wildfire Service to create a wildfire preparedness cross-training exercise to improve communication and trust among personnel.

**15. Additional Information.** Please share any other information you think may help support your submission.

The Villages have chosen to work together to reduce overhead administration costs, improve communication across jurisdictions and improve knowledge and planning details related to preparing for an interface fire. This sub-regional approach is seeing great results in year one of the program and we look forward to continuing this work moving the Slocan Valley more and more towards a model community when it comes to wildfire preparedness.

## SECTION 7: Application Check List

Required Submissions	Related Attachments
<input checked="" type="checkbox"/> Application Form	<input checked="" type="checkbox"/> Completed plans, and/or assessments, or excerpts from higher-level plans as required in Q. 9 <input checked="" type="checkbox"/> Other rationale as required in Q. 10 and 11
<input checked="" type="checkbox"/> Completed Worksheet 1: Proposed Activities & Budget	<input checked="" type="checkbox"/> FireSmart Assessments for structures proposed for demonstration projects as required in Q. 7
<input checked="" type="checkbox"/> <u>For fuels management activities only:</u> Completed Worksheet 2: Proposed Fuel Management Activities	<input checked="" type="checkbox"/> PDF map outlining the area of interest, proposed treatments units, land status and tenure overlaps <input type="checkbox"/> Wildfire threat assessment information for the proposed treatment unit(s) <input type="checkbox"/> <u>For fuel management treatment only</u> , a copy of the completed prescription and/or Burn Plan and project boundary spatial layer <input type="checkbox"/> For fuel management treatment on Provincial Crown land only: email from land manager indicating information sharing with First Nations has

been completed
<input checked="" type="checkbox"/> Council, Board or Band Council resolution, indicating support for the current proposed activities and willingness to provide overall grant management
<input checked="" type="checkbox"/> <u>For regional projects only:</u> Council, Board or Band Council resolution, from each partnering community that clearly states approval for the applicant to apply for, receive and manage the grant funding on their behalf
<p>Submit the completed Application Form and all required attachments as e-mail attachments to <a href="mailto:cri-swpi@ubcm.ca">cri-swpi@ubcm.ca</a> and note "2020 CRI" in the subject line. Submit your application as either a Word or PDF file(s). If you submit by e-mail, hardcopies and/or additional copies of the application are not required.</p>

<p><b>SECTION 8: Signature.</b> Applications are required to be signed by an authorized representative of the applicant. Please note all application materials will be shared with the Province of BC and the BC FireSmart Committee.</p>	
<p>I certify that: (1) to the best of my knowledge, all information is accurate and (2) the area covered by the approved project is within the applicant's jurisdiction (or appropriate approvals are in place)</p>	
<p>Name: Hillary Elliott</p>	<p>Title: CAO</p>
<p>Signature:</p> <p><i>An electronic or original signature is required.</i></p>	<p>Date: October 15, 2019</p>

# Worksheet 1: Proposed Activities & Cost Estimates

SECTION 1: Applicant Information	CRI- <i>(for administrative use only)</i>
Name of Local Government or First Nation: Village of Silverton	Name of Project: Slocan Valley Wildfire Resiliency Program

## SECTION 2: Proposed Activities

### 1. Education

Proposed Activities	Cost Estimate/Calculation	Proposed Outcomes	Performance Measures
FireSmart educational activities and tools: Social Media Presence, and traditional communications	3 hours weekly x 52 weeks Total: \$5500	Increased residents awareness of FireSmart principles, local program activities	Provide bi-weekly posts using photos, educational content, tips and links to news items related to wildfire resilience or FireSmart principles.
Education for the reduction of human-caused fires: Human Caused Wildfire Educational Signage for campgrounds, rest areas, parkland and rec sites + training for campground attendants, Fire warden, and trail volunteers	Design (\$1500) - Fabrication (\$3000) - Installation of signage x 6 (\$4800) + time (\$3000) Total: \$12,300	Raise public awareness and education about human-caused fires. Share information with recreation site volunteers and attendants.	Install 6 signs and share information to all Slocan Valley Campsite attendants, rec site operators and trail volunteers
Wildfire Community Preparedness Day:			
FireSmart day, events and workshops, and wildfire season open houses: FireSmart Awareness Workshop for interested resident groups and early summer wildfire	Event organizing and advertising: \$11,750	Raise awareness about FireSmart Principles and wildfire risk reduction activities	Host 3 x 2 hour FireSmart Awareness Workshop for interested resident groups •Host 3 1/2 early summer wildfire season open houses (Involve BCWS and child

season open houses (Involve BCWS and child specific activities)			specific activities)
FireSmart Canada Community Recognition:			
Other: Assess interest and potential content for online wildfire resilience education	\$35 x 40 hours Total: \$1400	•Assess feasibility to provide educational courses online by surveying residents and researching existing options	Complete a report on feasibility of online educational component

*Example performance measures: target attendance and/or number of hours at educational activities, Wildfire Community Preparedness Day and any FireSmart events; estimated completion date of application for FireSmart Canada Community Recognition.*

## 2. Planning

*For plans, include the number of hectares that threat assessments will be completed for. Refer to Appendix 4 for map and spatial data requirements for CWPPs. The new community wildfire resiliency planning framework is expected to be implemented by spring 2020 and will be linked directly to Crown land planning activities led by the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, and BC Parks.*

Proposed Activities	Cost Estimate/Calculation	Proposed Outcomes	Performance Measures
Develop or update an existing plan (i.e. CWPP):			
Develop policies/practices for FireSmart First Nations land or publicly owned land:			
Develop policies/practices for FireSmart First Nations owned buildings and publicly owned buildings:			
Conduct site visits/FireSmart assessments for First Nations owned buildings, publicly owned buildings or publicly, provincially and First Nations owned critical infrastructure:			



Other:			
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*Example performance measures: list of policies and plans that are proposed for review and/or amendment; target for number of completed assessments.*

### 3. Development Considerations

Proposed Activities	Cost Estimate/Calculation	Proposed Outcomes	Performance Measures
Amend OCPs, Comprehensive Community Plans and/or bylaws:			
Revise landscaping requirements:			
Establish Development Permit Areas for Wildfire Hazard:			
Include wildfire prevention and suppression considerations in the design of subdivisions:			
Amend referral processes for new developments to ensure multiple departments are included:			
Other:			

*Example performance measures: list of plans or development requirements that are proposed for review and/or amendment; number and location of target areas for development permit areas.*

### 4. Interagency Co-operation

Proposed Activities	Cost Estimate/Calculation	Proposed Outcomes	Performance Measures
Regional FireSmart committees:			

Multi-agency fire and/or fuel management tables: Slocan Valley Wildfire Preparedness Planning Table	Organizing - travel - hall rental \$2500	Host 2 wildfire readiness stakeholder round table to host and present information to further emergency preparedness goals laid out in CWPP	Take minutes and provide progress reports to stakeholders
Other:			

*Example performance measures: estimated meeting frequency and attendance at committee meetings or fuel management tables.*

## 5. Emergency Planning

Proposed Activities	Cost Estimate/Calculation	Proposed Outcomes	Performance Measures
Cross-jurisdictional meetings and tabletop exercises, including seasonal wildfire readiness meetings:			
Review structural protection capacity: Create Wildfire Tactical Response Plan 3 ring binder for each Village and surrounding 2Km WUI	Quote from consultant: \$43,000 - Quote includes economy of scale for the three villages	Wildfire Tactical Response plan will improve and compliment existing Emergency Management plans and activities by providing detailed information to Fire Fighters in the event of a major wildfire	3 x Tactical Response Plans for Interface Fire Planning
Other: Review Water Supply Capacity	Engineer consultant fees \$7000 x 3 Total: \$21000	Objective is to identify water system requirements and deficiencies that may require replacement or upgrades	3 x Water System Wildfire Suppression Capacity Reports with recommendations

*Example performance measures: estimated meeting frequency and attendance at meetings and exercises.*

## 6. Cross Training

Proposed Activities	Cost Estimate/Calculation	Proposed Outcomes	Performance Measures
FireSmart training			

Local FireSmart Representative:			
Home Partners:			
FireSmart 101:			
Community Champions training:			
Cross-train fire department members			
S-100 Basic fire suppression and safety:			
S-185 Fire entrapment avoidance and safety:			
ICS-100 (volunteer only):			
Cross-train emergency management personnel			
ICS-100:			
Professional development to increase capacity for FireSmart activities:			
Other: Wildfire Preparedness Cross-Training	Organize event - stipend \$2500	Improve cross-jurisdictional cooperation and emergency planning preparedness as recommended in the 2019 CWPP	Coordinator will host one cross-jurisdictional wildfire readiness training day with BCWS, RDCK staff and local Fire Departments

*Example performance measures: estimated training frequency and attendance; list of professional development opportunities.*

## 7. FireSmart Demonstration Projects

*To be eligible for funding, all FireSmart Demonstration projects must have a completed FireSmart assessment at the time of application submission, and include a community education component. In addition, for First Nations or publicly owned buildings, the proposed building*

*must be designated for emergency response, such as an Emergency Operations Centre or Emergency Support Services facility (i.e. reception centre, group lodging).*

Proposed Activities	Cost Estimate/Calculation	Proposed Outcomes	Performance Measures
FireSmart Demonstration Projects for First Nations owned buildings or publicly owned buildings: Complete retro-fits on Silverton Fire Hall and Slocan Village Office used as EOC and an emergency Support Services Facility	\$90,000	Complete all required recommendations for mitigation of buildings ( siding, windows, eaves, vents, etc) Created permanent signage to explain mitigation work	2 signs completed 2 x tours of sites offered
FireSmart Demonstration Projects for publicly, provincially and First Nations owned critical infrastructure: Complete retro-fit on Health Centre Community Gym that is an Emergency Support Services facility	\$45,000	Complete all required recommendations for mitigation of buildings Create a FireSmart landscape demo garden at entrance of health centre Created permanent signage to explain mitigation work	1 sign completed complete landscaping garden demo 2 x site tours offered
Other:			

*Example performance measures: the extent to which the recommendations in the FireSmart assessment will be achieved; the degree to which the hazard level will be reduced for the structure; the number of people informed by the required community education component.*

## 8. FireSmart Activities for Residential Areas

*To be eligible for funding, all FireSmart activities for residential areas must be located in FireSmart Noncombustible Zone and Priority Zones 1, 2 and 3. Refer to Appendix 2 in the Program & Application Guide for funding requirements for FireSmart rebate programs.*

Proposed Activities	Cost Estimate/Calculation	Proposed Outcomes	Performance Measures
Planning for residential areas: Offer Free Wildfire Hazard assessments by a qualified Local FireSmart Representative or a Home Partners Assessor	\$35 x 21 hour weekly for four months (Mitigation Specialist) \$35 x 7 hours weekly (Program Administration) Total: \$15,500	Increase knowledge and awareness of FireSmart Hazard Reduction activities in the Non-combustible zone and Priority Zones 1,2,3	•Provide detailed home mitigation assessments to interested homeowners in all 3 communities •continue to advertise and encourage people to have

			assessments through 2020 summer and fall.
Offer local rebate programs: Local FireSmart Rebate	50 x \$500 Administration of project \$35 x 7 hours/week for 12 months Total: \$ 37,500	Increase adoption of mitigation activities recommended in the Wildfire Hazard Assessment	Program will offer rebate of up to \$500 or 50% of eligible activities for homes in identified high risk zones along WUI. for up to 100 homes throughout all three communities.
Provide off-site debris disposal: Resident Support Program will offer chipping days and off-site organic waste disposal	3 x \$2000 chipping days 3 x \$750 Waste disposal Total: \$8,250	Provide support for residents mitigation activities	3 x chipper days 3x Organic Waste Disposal Days in addition to regular arbour day activities
Other:			

*Example performance measures: target for completed number of assessments; number and location of target areas for planning activities; target number and value for approved rebates; estimated frequency of debris disposal activities and the number of residential property or home owners participating.*

## 9. Fuel Management

*To be eligible for funding, all fuel management activities must be in alignment with the requirements for funding fuel management activities identified in Appendix 3 and should generally be outside of FireSmart Noncombustible Zone and Priority Zones 1, 2 and 3.*

Worksheet 2 is required to be completed but the total cost estimate and total grant request should be included here.

Total fuel management cost estimate: 163800

Total fuel management grant request: 153800

*Note: Refer to Appendix 3 of the Program & Application Guide for funding requirements for fuel management activities and Appendix 4 for the requirements for maps and spatial data.*

## 10. Total Project Cost & Total Grant Request

Total project cost estimate: 460000

Total grant request: 450000



## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Acting CAO  
SUBJECT: Columbia Basin Broadband Corporation Funding Agreement  
DATE: October 3, 2019

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### **OPTIONS:**

- 1. Authorize signing of the Funding Agreement**
2. Request changes to the Funding Agreement

**RECOMMENDATION:** That the Village of New Denver enter into a Funding Agreement with the Columbia Basin Broadband Corporation for delivery of the fibre optic backbone project.

**BACKGROUND:** The Columbia Basin Broadband Corporation (CBBC) is a subsidiary of the Columbia Basin Trust (CBT). With funding from the Connecting British Columbia Program, CBT and partner local governments, CBBC will install 125 km of fibre optic backbone infrastructure in the Slocan Valley. The total project budget is approximately \$7.2 million.

**ANALYSIS:** The project will connect underserved areas like New Denver to CBT's existing fibre optic backbone. It provides a foundation for last mile solutions that are needed in order to give individual customers high speed connections to the internet and allow full participation in the digital world. A contribution of \$37,577 is required from the Village of New Denver, which will be paid in two installments, the first on January 1, 2020 and the second upon completion of the project.

**LEGISLATIVE FRAMEWORK:** Nil

**STRATEGIC PRIORITY:** Nil

**COMMUNICATION STRATEGY:** Nil

**FINANCIAL IMPLICATIONS:** Gas tax funds can be allocated to this project. The proposed expenditures fall within the amounts budgeted in the Village of New Denver's existing Five Year Financial Plan bylaw.

## FUNDING AGREEMENT

**THIS AGREEMENT** dated for reference as \_\_\_\_\_, 2019.

BETWEEN:

**COLUMBIA BASIN BROADBAND CORPORATION**, with an address of Suite 300, 445 –  
13<sup>th</sup> Avenue, Castlegar, BC V1N 1G1  
(the “**CBBC**”)

AND:

**VILLAGE OF NEW DENVER**, with an address of 115 Slocan Avenue, PO Box 40, Slocan,  
BC V0G 1S0  
(the “**Funder**”)

WHEREAS:

- A. CBBC is a wholly-owned subsidiary of the Columbia Basin Trust and has a mission to advance social and economic development in south-eastern British Columbia through the development and use of broadband technology;
- B. On behalf of the Province of British Columbia, Northern Development Initiative Trust (“**NDIT**”) administers the Connecting British Columbia Program, an initiative to fund the construction of infrastructure required to deliver high-speed internet connectivity to rural and remote areas of British Columbia (the “**Program**”);
- C. CBBC has been selected by NDIT to complete a fibre-optic expansion project (the “**Project**”) in furtherance of the Program;
- D. CBBC and NDIT will enter into a contribution agreement (a copy of which is affixed hereto as Schedule A) in support of the Project (the “**Contribution Agreement**”);
- E. Pursuant to the terms of the Contribution Agreement, NDIT will contribute to CBBC a portion of the funding required to deliver the Project, while CBBC and other parties will contribute the balance remaining that is required to fund the delivery of the Project;
- F. The Project will establish the backbone infrastructure required to extend high-speed Internet service as defined by the BC Regulation 95/2019 and as referenced in section 275 of the *Local Government Act* into the areas targeted by the Project.
- G. The Funder wishes to fund the Project in accordance with the terms and conditions outlined in this Agreement.

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

## 1. DEFINITIONS

1.1 In the Agreement the following words will have the following meanings:

- (a) **"Agreement"** means this Agreement entered into between the Funder and CBBC and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) **"Budget"** means CBBC's financial plan for the Project, as set out in Schedule B to the Contribution Agreement;
- (c) **"Confidential Information"** has the meaning ascribed in section 8 of this Agreement;
- (d) **"Contribution Agreement"** has the meaning ascribed in the recitals above and a copy of such agreement is affixed hereto as Schedule "A";
- (e) **"Event of Default"** has the meaning ascribed in section 11.1 of this Agreement;
- (f) **"Fund(s)(ing)"** means the funds provided to CBBC by the Funder pursuant to this Agreement;
- (g) **"NDIT"** has the meaning ascribed in the recitals above;
- (h) **"Program"** has the meaning ascribed in the recitals above;
- (i) **"Project"** means the fibre-optic expansion project as more fully described in the Contribution Agreement, a copy of which is affixed hereto as Schedule "A".

1.2 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) capitalized terms not otherwise defined in this Agreement will have the meaning ascribed in the Contribution Agreement;
- (b) headings are for convenience only and will not affect the interpretation of this Agreement;
- (c) except as otherwise expressly provided, all references to currency means Canadian currency; and
- (d) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa.

## 2. TERM OF THE AGREEMENT

2.1 Subject to section 2.2, this Agreement will commence on the date first written above and will expire as of the Project Completion Date (as such term is defined in the Contribution Agreement) unless:



- (a) the Contribution Agreement is earlier terminated by either NDIT or CBBC; or
  - (b) this Agreement is earlier terminated pursuant to either section 10 or 11 hereof.
- 2.2 This Agreement is conditional upon CBBC formally entering into:
  - (a) the Contribution Agreement with NDIT on or before March 31, 2020; and
  - (b) additional funding agreements (on terms and conditions substantially similar to this Agreement), on or before March 31, 2020 to secure the funding necessary to cover the Total Eligible Expenses indicated in the Budget.
- 2.3 The conditions under section 2.2 are for the benefit of CBBC and may be waived by CBBC at its sole and absolute discretion.
- 3. PROJECT**
- 3.1 CBBC will carry out the Project in accordance with the terms of the Contribution Agreement.
- 3.2 CBBC will not make any Material Change (as such term is defined in the Contribution Agreement) without the prior written consent of the Funder.
- 4. FUNDING**
- 4.1 The Funder will provide up to thirty-seven thousand five hundred dollars (\$37,500.00) to CBBC for the purpose of carrying out the Project. The Funder will disburse the Funds as described in Schedule "C".
- 5. BUDGET**
- 5.1 CBBC will use the Funds exclusively for the purpose of carrying out the Project and in accordance with the Budget.
- 5.2 CBBC will not make any material changes to the Project or Budget without the prior written consent of the Funder, provided such consent must not be unreasonable withheld.
- 6. REPORTING**
- 6.1 Upon receiving any request in writing from the Funder, CBBC will provide to the Funder copies of any written reports prepared and deliverable to NDIT pursuant to the Contribution Agreement.
- 7. WARRANTY**
- 7.1 CBBC warrants that the Project will be carried out in accordance with the terms and conditions of the Contribution Agreement and in compliance with all federal, provincial or

municipal laws or regulations, or any orders, rules or by-laws and all applicable professional standards, rules and guidelines related to any aspect of the Project.

## **8. RECORDS, INFORMATION PROVISION AND INSPECTION**

8.1 In carrying out the Project, CBBC:

- (a) will keep and maintain all records, invoices and other documents relating to the Funding or otherwise to the Project in a manner consistent with generally accepted Canadian accounting principles or clerical practices, as the case may be, and will maintain such records and keep them available for review by the Funder for a period of seven (7) years from the date of the termination of this Agreement; and
- (b) hereby authorizes the Funder, upon no less than forty-eight (48) hours' notice and during normal business hours, to enter upon CBBC's premises to review the status and manner of operation of the Project and to inspect and copy any records, invoices and other documents in the possession or under the control of CBBC which relate to the Funding or otherwise to the Project.

8.2 The Funder's right of inspection in this Agreement includes the right to perform a full or partial audit of any kind, including a review or examination of any aspect of the Project or any Project records. The Funder will conduct any such inspection or audit at its own expense.

8.3 To assist the Funder in the task described in this section, CBBC will provide the Funder with access to records, invoices or other documents related to the Funding or otherwise to the Project in a timely manner and will provide any other information to the Funder reasonably requested by the Funder.

8.4 The purposes for which the Funder may exercise its right under this section include:

- (a) determining for what purposes CBBC expended the Funds; and,
- (b) determining whether CBBC is carrying out, or has carried out, the Project effectively and in accordance with the terms of this Agreement.

8.5 In exercising its rights under this section, the Funder will:

- (a) hold in confidence and treat as confidential all records, invoices or other documents related to the Funding or otherwise to the Project; and,
- (b) without prior written authorization from CBBC, not disclose to any person or entity any such records, invoices or other documents except as necessary for purposes of the conduct of any review, inspection or audit carried out under this section.

8.6 Nothing in this section or in this Agreement will be construed so as to give the Funder any control whatsoever over the books, accounts or other records of CBBC.

- 8.7 Subject to section 8.8 below, all confidential information provided to CBBC by the Funder under this Agreement ("**Confidential Information**") will be kept confidential. For greater certainty, Confidential Information does not include information which:
- (a) is or has become generally available to the public or is obtained from a third party other than by breach of this Agreement; or
  - (b) is obtained from a third party who is lawfully authorized to disclose such information; or
  - (c) is authorized for release by the Funder.
- 8.8 The Funder acknowledges that CBBC is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* (British Columbia) and that CBBC may be required by law to disclose information relating to the Funder and the Project and the Funder hereby agrees and consents to the release of such information.
- 8.9 CBBC acknowledges that the Funder is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* (British Columbia) and that the Funder may be required by law to disclose information relating to CBBC and the Project and CBBC hereby agrees and consents to the release of such information.

## **9. RECOGNITION**

- 9.1 CBBC will acknowledge the support of the Funder in all reports and materials and in all advertising and publicity relating to the Project.
- 9.2 CBBC will ensure the acknowledgement in any report or materials indicates that the views expressed in the report or materials are the views of CBBC and do not necessarily reflect those of the Funder.
- 9.3 The Funder will be entitled to disclose the name of CBBC and any general information about the Project publications.

## **10. TERMINATION BY CBBC**

- 10.1 If any of the conditions stated in section 2.2 of this Agreement have not occurred, been satisfied or waived, CBBC may, in its sole and absolute discretion and without liability, cost or penalty, terminate this Agreement by written notice to the Funder.

## **11. TERMINATION BY THE FUNDER**

- 11.1 The Funder may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Funder under the Agreement or at law or in equity, terminate the Agreement immediately upon giving notice to CBBC if:
- (a) CBBC has made a false or misleading representation to the Funder or its officials, excepting an error in good faith, the proof of which must be demonstrated by CBBC to the satisfaction of Funder;

- (b) a Material Change (as such term is defined in the Contribution Agreement) has occurred without the prior written consent of the Funder;
- (c) in the opinion of the Funder, CBBC ceases to carry on business or has sold or has entered into an agreement to sell all or substantially all of its assets;
- (d) CBBC becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt or insolvent debtors, or goes into liquidation, receivership or bankruptcy;
- (e) a resolution has been passed by the directors of CBBC for the winding-up of CBBC, or CBBC is dissolved; and/or
- (f) CBBC uses the Funds or part of the Funds for purposes unrelated to the Project.

(each an “**Event of Default**”)

11.2 The Funder will give CBBC an opportunity to remedy an Event of Default by giving CBBC written notice:

- (a) of the particulars of the Event of Default;
- (b) of the reasonable period of time within which CBBC is required to remedy the Event of Default; and
- (c) that the Funder will terminate the Agreement:
  - (i) at the end of the notice period provided for in the notice if CBBC fails to remedy the Event of Default within the time specified in the notice; or
  - (ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Funder that CBBC cannot completely remedy the Event of Default within that time or such further period of time as the Funder considers reasonable, or CBBC is not proceeding to remedy the Event of Default in a way that is satisfactory to the Funder.

11.3 If the Funder has provided CBBC with an opportunity to remedy the Event of Default, and

- (a) CBBC does not remedy the Event of Default within the time period specified in the notice; or,
- (b) it becomes apparent to the Funder that CBBC cannot completely remedy the Event of Default within the time specified in the notice or such further period of time as the Funder considers reasonable; or,
- (c) CBBC is not proceeding to remedy the Event of Default in a way that is satisfactory to the Funder,

the Funder will have the right to immediately terminate the Agreement by giving notice of termination to CBBC.

- 11.4 In the event of termination pursuant to sections 10 and 11, the effective date of termination will be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## **12. FUNDING ON TERMINATION**

- 12.1 If the Agreement is terminated, the Funder will be under no obligation to make further payments to CBBC under this Agreement and CBBC will return to the Funder any remaining unexpended Funds in its possession or under its control.
- 12.2 Notwithstanding section 12.1, if the Agreement is terminated by the Funder pursuant to section 11.1(f), the Funder may in addition to the rights conferred upon it under the Agreement or in law or in equity, demand from CBBC the payment of funds equal to those already expended on purposes unrelated to the Project. The Funder reserves the right to demand interest on any amount owing by CBBC at the then current rate charged by the Province of British Columbia on accounts receivable.

## **13. FUNDING ON EXPIRY OF AGREEMENT**

- 13.1 Any portion of the Funds that have not been used or accounted for by CBBC at the conclusion of the term of this Agreement will belong to the Funder and CBBC will return such Funds to the Funder immediately unless the Funder directs otherwise.

## **14. COUNTERPARTS**

- 14.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **15. DISPUTE RESOLUTION**

- 15.1 In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good faith attempt to settle the dispute. In the event that the parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the parties agree that nothing contained in this section will affect, alter or modify the rights of either party to terminate the Agreement.

## **16. INDEMNITY AND INSURANCE**

- 16.1 CBBC will, both during and following the term of the Project, indemnify and save the Funder harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act,

omission or delay on the part of CBBC or its representatives, employees or agents, if any, in connection with anything purported to be or required to be provided by or done by CBBC pursuant to this Agreement or done otherwise in connection with the implementation of the Project, except to the extent that such loss is caused or contributed to by the negligence of the Funder or any of its representatives, employees or agents.

- 16.2 During the term of this Agreement, CBBC will obtain and/or maintain commercial general liability insurance coverage in the amount of at least two (2) million dollars to cover claims for bodily injury or property damage resulting from anything done or omitted by CBBC or its employees, agents or Project participants, if any, in carrying out the Project. CBBC agrees to name the Funder as an additional insured party on such insurance and will, on demand, provide the Funder with written evidence of same.
- 16.3 Notwithstanding anything to the contrary contained herein, the Funder will have no liability under this Agreement, except for payments of the Funding, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Funder will not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of CBBC, regardless of however arising, whether in contract, tort (including negligence), fiduciary duty, statute or otherwise.

## 17. NOTICES

- 17.1 Any notice or communication required to be given under the Agreement will be in writing and will be served personally, delivered by courier or sent by registered mail, postage prepaid with return receipt requested, or sent by email to the other party at the address provided below or at such other address as either party will later designate to the other in writing. All notices will be addressed as follows:

### **To the Funder**

PO Box 40  
New Denver, British Columbia  
V0G 1S0

**Attention: Chief Administrative Officer**  
Tel: **250-358-2316**  
E-mail: **office@newdenver.ca**

### **To CBBC**

445 – 13th Ave., Suite 300  
Castlegar, British Columbia  
V1N 1G1

**Attention: Chief Operating Officer**  
Tel: **250-365-6633**  
E-mail: **cbbc@ourtrust.org**

- 17.2 All notices will be effective:
- (a) at the time the delivery is made when the notice is delivered personally, by courier or by e-mail; and
  - (b) seventy-two (72) hours after deposit in the mail when the notice is sent by registered or postage prepaid mail.

## **18. SEVERABILITY OF PROVISIONS**

- 18.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.

## **19. WAIVER**

- 19.1 A waiver of any failure to comply with any term of the Agreement must be written and signed by CBBC or by the Funder as the circumstances dictate. Each waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **20. ASSIGNMENT**

- 20.1 CBBC will not assign the Agreement or the Funds or any part thereof without the prior written consent of the Funder.

## **21. GOVERNING LAW**

- 21.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.

## **22. FURTHER ASSURANCES**

- 22.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

## **23. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 23.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or form, will not be considered to be a breach of any term of the Agreement.

## **24. SURVIVAL**

- 24.1 The provisions in sections 4 (Funding), 6 (Reporting), 8 (Records, Information Provision and Inspection), 9 (Recognition), 12 (Funding on Termination), 13 (Funding on Expiry of Agreement), and 16.1 (Indemnity), will survive termination or expiry of the Agreement for a period of seven (7) years from the date of expiry or termination of the Agreement.

## **25. SCHEDULES**

- 25.1 The following are the schedules attached to and forming part of the Agreement.

- (a) Schedule "A" (Contribution Agreement)
- (b) Schedule "B" (Budget)
- (c) Schedule "C" (Funding Payment Schedule)

**26. ENTIRE AGREEMENT**

- 26.1 This Agreement together with the attached schedules listed in section 25.1 of the Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and Agreements.
- 26.2 This Agreement may only be modified by a written Agreement duly executed by both parties.
- 26.3 In the event of a conflict or inconsistency in any provision in any Schedule or other attachment to this Agreement and the main body of this Agreement, the main body of this Agreement will prevail.

**IN WITNESS WHEREOF** the parties have executed the Agreement made as of the date first written above.

**COLUMBIA BASIN BROADBAND CORPORATION**

Per: \_\_\_\_\_  
Name:  
Title:  
Date:

**VILLAGE OF NEW DENVER**

Per: \_\_\_\_\_  
Name:  
Title:  
Date:



**SCHEDULE "A"**  
**Contribution Agreement**

Attached.

**CONNECTING BC  
PROGRAM**

**CONTRIBUTION AGREEMENT**

**PROJECT #6071-85 – SLOCAN VALLEY FIBRE**

**Between:**

**NORTHERN DEVELOPMENT INITIATIVE TRUST**

**And:**

**COLUMBIA BASIN BROADBAND CORPORATION**

## CONNECTING BC PROGRAM

### SLOCAN VALLEY FIBRE

This Contribution Agreement is made:

**BETWEEN:**

**NORTHERN DEVELOPMENT INITIATIVE TRUST** located at 301-1268  
Fifth Avenue, Prince George BC, V2L 3L2 ("The Trust")

**AND:**

**COLUMBIA BASIN BROADBAND CORPORATION** located at 445 –  
13<sup>TH</sup> Ave., Suite 300, Castlegar BC, V1N 1G1 (the "Recipient", "CBBC")

**WHEREAS:**

The Connecting BC Program aims to extend and/or enhance high-capacity broadband infrastructure in rural and remote communities to provide access to quality broadband services and,

The Recipient will carry out the Project to support and contribute to the Connecting BC Program Phase Two Intake 3 – Transport Infrastructure objectives and the Trust will provide financial support for the Project under the Connecting BC Program.

**NOW THEREFORE**, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

#### 1.1. Definitions

In addition to those terms defined the recitals and elsewhere in this Agreement, a capitalized term in this Agreement has the meaning given to it in this section. Unless otherwise specified in the Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.

- (a) **"Agreement"** means this contribution agreement and all schedules attached hereto, as may be amended from time to time.
- (b) **"Broadband Service"** means the broadband infrastructure described in Schedule A.
- (c) **"Business Day"** means any day other than a Saturday, Sunday or a statutory holiday in the Province of British Columbia.
- (d) **"Change of Control"** means a change in the identity of the individual or legal entity or group of individuals or legal entities acting in concert that owns fifty-point one percent (50.1%) or more of the outstanding voting shares of the Recipient.
- (e) **"Communications Materials and Products"** means any public communication regarding this Agreement, and any public announcement or distribution of outputs or results flowing from this Agreement; this includes but is not limited to media relations (including news conferences, news releases and other media products), information/advertising campaigns, print/audio-visual/electronic materials, websites, and exhibits.
- (f) **"Contribution"** means the funding provided by the Trust pursuant to the terms and conditions of this Agreement as set out in section 3.1.
- (g) **"Eligible Costs"** means those Project costs that are set out in Schedule B – Project Budget.
- (h) **"Fair Market Value"** means an amount that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.
- (i) **"Fiscal Year"** means the period beginning January 1st in and ending December 31st.
- (j) **"Ineligible Costs"** means those costs relating to the Project that are not Eligible Costs, as described in Schedule B – Project Budget.
- (k) **"Material Change"** means a change of any substantive aspect of the Project, including (i) a Change of Control of the Recipient; (ii) a change to the proposed financing of the Project;

(iii) a change to the nature or location of the Project; and (iv) a material change in the cost or scope of the Project.

- (l) **"Milestones"** means the milestones set out in Schedule A, Section 9.0.
- (m) **"Overpayment"** means an amount paid by the Trust as part of the Contribution or which is treated as such pursuant to the terms and conditions of this Agreement, which the Recipient is not entitled to according to the terms of this Agreement and which is subject to the obligations set out in section 5.5.
- (n) **"Party"** means the Trust or the Recipient, as the case may be, and **"Parties"** means the Trust and the Recipient.
- (o) **"Program"** means the Connecting BC Program.
- (p) **"Project"** means the activities described in Schedule A for which Program funding was approved.
- (q) **"Project Budget"** means the Recipient's financial plan for the Project, as set out in Schedule B, which includes all Project Costs and all other sources of funding received or expected to be received by the Recipient for the Project.
- (r) **"Project Completion"** means the point at which all components of the Project are completed and the resulting infrastructure is in place and available to provide Broadband Service, all in accordance with the specifications set out in Schedule A.
- (s) **"Project Completion Date"** means the date on which Project Completion has occurred.
- (t) **"Project Costs"** means the aggregate of all Eligible Costs, as set out in the Project Budget, and Ineligible Costs for the Project.
- (u) **"Project Start Date"** means the target date specified in Schedule A by which the Project must be or has commenced.
- (v) **"Third Party"** means any legal entity, individual, partnership or organization, other than a Recipient.
- (w) **"Schedule"** means a schedule to the Agreement.

## 1.2. Entirety of Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all previous documents, discussions, negotiations, provisions, undertakings or arrangements in relation to the subject matter of this Agreement. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

## 1.3. Duration of Agreement

This Agreement shall come into force on the date when the Project was approved (**"Approval Date"**) and shall remain in effect until the Project Completion Date and all Milestones have been achieved, unless terminated earlier in accordance with the provisions of this Agreement.

## 1.4. Schedules

The following schedules are attached to, and form part of, this Agreement:

- (a) Schedule A – Project Plan
- (b) Schedule B – Project Budget

## 2. Purpose

### 2.1. Purpose of this Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Trust will provide the Contribution in support of the Project.

## 2.2. Purpose of Contribution

The purpose of the Contribution shall be to provide financial assistance to the Recipient solely for implementing the Project in accordance with the terms and conditions set forth in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

## 2.3. Expected Results

The Project is expected to contribute to the Program's objectives and expected results, namely the enhancement and expansion of broadband service in rural and remote communities in Canada.

## 3. Contribution and project budget

### 3.1. Contribution by the Trust

- (a) Subject to the terms and conditions of this Agreement the Trust will make a Contribution to the Recipient in respect of the Project, of the lesser of:
  - i. 50% of the Eligible Costs; and
  - ii. \$3,378,000.00 maximum dollars approved.
- (b) Payment of the Contribution shall be made at the Trust's discretion, which shall be exercised in good faith, and shall be subject to all terms and conditions of this Agreement, the submission of reporting, where applicable, by the Recipient.
- (c) The Parties acknowledge that the Trust's role with respect to the Project and the Program will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Trust shall not be involved in the management or operation of the Project. The Trust is neither a decision-maker nor an advisor in respect of the Project.
- (d) The Trust will not contribute to any Eligible Costs incurred by the Recipient prior to the Approval Date or after the Project Completion Date.

### 3.2. Appropriation by Province

Notwithstanding any other provision of this Agreement, the payment of the Contribution by the Trust to the Recipient under this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (British Columbia), to enable the Government of the Province of British Columbia to fund the Contribution; and
- (b) Treasury Board, as defined in the *Financial Administration Act* (British Columbia), not having controlled or limited, under the *Financial Administration Act* (British Columbia), expenditure under any appropriation referred to in section 3.2(a).

## 4. Obligations of the parties

### 4.1. Trust's General Obligations

The Trust shall be responsible for disbursing the Contribution pursuant to the terms and conditions of this Agreement. The Trust may provide guidance, information and reporting templates, where practical, to assist the Recipient with the preparation of reports and claims required under this Agreement.

### 4.2. Project Commitments by the Recipient

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

- (a) commence the Project on or after the Approval Date;
- (b) carry out the activities outlined in Schedule A in a diligent, timely and professional manner and in general compliance with the Project Budget;
- (c) on completion of the Project, make available and maintain infrastructure.

- (d) subject to the Trust's commitment in section 3.1 to pay a Contribution toward certain Eligible Costs, be responsible for all Project Costs, including costs incurred in excess of the Project Costs specified in the Project Budget, if any;
- (e) ensure that all goods and services, the cost of which are being contributed to by the Trust under this Agreement, shall be purchased or acquired at competitive prices that are no greater than Fair Market Value after deducting all trade discounts and similar items;
- (f) assume full responsibility at all times for the Project and all matters arising therefrom, as per appropriate standards; and
- (g) not alter the scope of the Project without the prior written consent of the Trust.

## **5. Claims and Payments**

### **5.1. Payment of Claims**

5.1.1 The Recipient shall submit claims for reimbursement of Eligible Costs and the Trust will pay the Contribution in respect of Eligible Costs incurred, provided that the claims are:

- (a) submitted electronically using forms prescribed by the Program;
- (b) accompanied by an itemized summary by cost category of Eligible Costs being claimed which have been incurred by the Recipient and which will be substantiated by such documentation as may be required by the Trust;
- (c) accompanied by a progress report on the Project; and
- (d) accompanied by details of funding sources in respect of the activities described in Schedule A, including amounts received or receivable, during the period covered by the claim and during the relevant Fiscal Year to date.

### **5.2. Requests for Advance Payment**

5.2.1 Subject to the terms and conditions of the Agreement, the Trust agrees to provide an advance payment of the Contribution to the Recipient equal to \$1,689,000, representing 50% of the maximum Contribution.

5.2.2 With the provision of a 50% advance the recipient agrees that no other funding will be provided until the project has been completed and reporting has been submitted for final review of eligible costs.

### **5.3. Final Claim for Reimbursement of Eligible Costs**

The Recipient shall submit its final claim for reimbursement of Eligible Costs incurred by the Recipient, no later than sixty (60) days following the Project Completion Date, and shall be accompanied by the following documents:

- (a) Certification by an authorized official of the Recipient satisfactory to the Trust, that:
  - i. All Eligible Costs claimed have been incurred and paid;
  - ii. All Eligible Costs are related to the activities described in Schedule A;
  - iii. All Eligible Costs follow the requirements described in Schedule B; and
  - iv. The Recipient has complied with all terms and conditions of this Agreement;

### **5.4. Payment Procedure**

5.4.1 The Trust shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim or will notify the Recipient of any deficiency in the documentation submitted, which the Recipient shall immediately take action to address and rectify.

5.4.2 Subject to the maximum Contribution amount set forth in section 3.1(a) and all other conditions set forth in this Agreement, the Trust shall pay to the Recipient the Trust's portion of the Eligible Costs supported by the Contribution set forth in the Recipient's claim in accordance with the Trust's customary payment practices.

5.4.3 All requests for payment by the Recipient shall be accompanied by any other information, explanations and/or documentation related to the Project and/or in support of the claim as may be requested by the Trust, from time to time.

## **5.5. Final Adjustments**

After the final claim has been received, to the Trust's satisfaction, the Trust will carry out a final review and reconciliation of the Project and, at the Trust's sole discretion, the Trust may conduct an audit as per section 10.1. Upon completion of such review and/or audit to the Trust's satisfaction, the Trust will make any final adjustments required in these circumstances. If the amount of the Contribution that has been paid to the Recipient exceeds the total amount which the Recipient is entitled to receive under this Agreement, the Trust shall so advise the Recipient and the Recipient shall forthwith repay the Trust the amount of any such Overpayment.

## **6. Progress, Performance and Financial Reporting**

### **6.1. Milestone Deliverables**

The Recipient shall provide to the Trust at time of reporting, the Milestone Deliverables at the specific dates. Milestone Deliverables will conform with the specifications set out in Schedule A, Section 9.0.

### **6.2. Final Implementation Report**

The Recipient shall provide to the Trust, no later than sixty (60) days following the Project Completion Date, and using forms approved by the Trust, a final report on the Project (a "Final Implementation Report").

### **6.3. Financial Statements**

The Trust may request that a copy of the Recipient's independently prepared annual financial statements be forwarded to the Trust within one hundred and twenty (120) days of each Recipient fiscal year end or within such longer period as may be authorized by the Trust.

### **6.4. Supplementary Information**

The Trust may at any time request supplementary information relating to any aspect of the Project, including but not limited to financial management, expenditures, funding and investments, performance measurement, and reporting.

## **7. Compliance with Legislation, Policies and Regulations**

### **7.1. Compliance with Laws**

The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements under the *Canadian Environmental Assessment Act*, *Telecommunications Act*, *Radiocommunication Act*, *Radiocommunication Regulations* and all applicable Canadian Radio-television and Telecommunications Commission (CRTC) rules, regulations, policies and decisions applicable to the Project.

## **8. Force Majeure**

Neither party will be liable or responsible for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including government legislation, regulations or restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections, labour disruptions, natural disasters or catastrophes, fires, accidents, failure of networks or other companies, and/or any other cause beyond the reasonable control of the Party whose performance is affected.

## **9. Default and Recovery**

### **9.1. Default**

The Trust may declare a default under this Agreement if any of the following events occur:

- (a) the Recipient is not undertaking or has not completed the Project in accordance with the terms and conditions of this Agreement;
- (b) the Recipient ceases to actively cause the Project to be completed in a timely manner;
- (c) in the opinion of the Trust, acting reasonably, a material and adverse change in risk affecting the Recipient's ability to fulfil the terms and conditions of this Agreement has occurred;
- (d) the Recipient has submitted false or misleading information to the Trust, or has made a false or misleading representation to the Trust or its officials, excepting an error in good faith, the proof of which must be demonstrated by the Recipient to the satisfaction of Trust;
- (e) the Recipient has not complied with or satisfied, any condition, undertaking or term of this Agreement;
- (f) a Material Change has occurred without the prior written consent of the Trust;
- (g) in the opinion of the Trust, the Recipient ceases to carry on business or has sold or has entered into an agreement to sell all or substantially all of its assets;
- (h) the Recipient becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt or insolvent debtors, or goes into liquidation, receivership or bankruptcy;
- (i) a resolution has been passed by the directors for the winding-up of the Recipient, or the Recipient is dissolved; and/or
- (j) the Recipient is not eligible or is otherwise not entitled to the Contribution.

## **9.2. Notice and Rectification Period**

9.2.1 The Trust may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Trust's opinion, constitutes an event of default under section 9.1. Except in the circumstances described in subsections (f) through (j) of section 9.1, the Trust may, at the Trust's discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) Business Days to correct such condition or event, or to demonstrate to the satisfaction of the Trust that it has taken the necessary steps to correct the condition or event, failing which the Trust may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing to the Trust within the fifteen (15) Business Days period.

9.2.2 Where the Trust is concerned that a condition or event identified in section 9.1 is likely to occur, the Trust may notify the Recipient in writing of the condition or event in question, following which the Parties shall discuss the Trust's concerns, and the Recipient shall be obliged to correct the condition or event complained of, or to demonstrate to the satisfaction of the Trust that it has taken such steps as are necessary to correct the condition, within fifteen (15) Business Days of such discussions.

## **9.3. Remedies**

If the Trust declares that an event of default has occurred, or in the reasonable opinion of the Trust is likely to occur, and the Recipient has not rectified the default as required in section 9.2, if applicable, the Trust may exercise any one or more of the following remedies, which the Parties acknowledge are fair and reasonable:

- (a) suspend any further payments to the Recipient under this Agreement, including payments in respect of claims which may have been received by the Trust prior to the date of the Trust's declaration of default;
- (b) terminate this Agreement, including any obligation to make further payments to the Recipient under this Agreement, including payments in respect of claims received by the Trust prior to the date of the Trust's declaration of default;
- (c) require the Recipient to repay all or part of the Contribution which has been paid to the Recipient; and
- (d) any other remedy available to the Trust at law.



#### **9.4. Non-Waiver**

Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing, both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

#### **9.5. Non-Compliance**

Without prejudice to the Trust's right to exercise any remedy available at law or pursuant to this Agreement as a result of a default on the part of the Recipient, where an audit of the Recipient reveals elements of non-compliance with the terms and conditions of this Agreement, or if the Recipient denies access to documents, records or premises, or fails to provide the necessary cooperation or assistance to conduct an audit, the Recipient may be required to develop and provide the Trust with a plan of corrective action within fifteen (15) Business Days of receiving notice of non-compliance. Such a plan must outline procedures to enact corrective measures that are acceptable to the Trust and must be accompanied by a written undertaking on the part of the Recipient to implement the plan.

### **10. Audit and Evaluation**

#### **10.1. Recipient Audit**

The Recipient acknowledges that the Trust may conduct periodic audits of its compliance with the terms and conditions of this Agreement, including without restrictions compliance with the financial provisions. The Recipient will, at its own expense, preserve and make available for audit and examination by the Trust all books, accounts and records of the Project, the Recipient's administrative, financial and claim processes and procedures, and any other information necessary to ensure compliance with the terms and conditions of this Agreement. The Trust will have the right, notwithstanding any payment of the Contribution or expiry or termination of this Agreement, to conduct such audits at the Trust's expense as the Trust considers necessary using internal audit staff or auditors selected by the Trust. The Recipient will make the necessary contractual arrangements with Third Parties to provide the Trust with similar audit rights in respect of those Third Parties.

#### **10.2. Program Evaluation**

The Trust may engage in an evaluation of the Program for the purposes of assessing its continued relevance and impact. The Recipient shall, at its own expense, assist the Trust to perform any such evaluation. The Trust shall pay the costs of evaluations undertaken pursuant to this clause.

### **11. Information Management, Retention and Access**

#### **11.1. Records Retention and Access**

The Recipient shall keep and maintain books of account and other records in which all receipts, disbursements, costs and activities in relation to the Project are recorded in a segregated fashion, and in a manner which shall demonstrate the application of the Contribution received from the Trust to reimburse Eligible Costs. The Recipient shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms of this Agreement.

#### **11.2. Access to Premises**

The Recipient will provide the Trust reasonable access to the Recipient's premises and those of any Third Parties, and any premises where the Project is being carried out in order to review Project records and assess the progress of the Project and the Recipient's compliance with the terms and conditions of this Agreement.

#### **11.3. Access to Information Laws**

Notwithstanding any other provision of this Agreement, the Recipient hereby acknowledges that the Trust may be required to disclose records relating to this Agreement pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia). The Trust shall not be liable in any way whatsoever to the Recipient or any of the Recipient's employees, contractors, agents, subcontractors or representatives if such records (including the

information there) are so disclosed pursuant to *Freedom of Information and Protection of Privacy Act* (British Columbia).

#### **11.4. Information Sharing**

The Recipient acknowledges that in order to ensure efficiencies and effectiveness in the implementation, and administration of the Program, the Trust may collect and share with the Province of British Columbia who is providing funding for the Project, Recipient information for purposes that include but are not limited to: the use of such information in the auditing, assessment, analysis and evaluation of the Recipient; the Recipient's performance of its contractual obligations; the Project and this Agreement. The Recipient hereby consents to the sharing of Recipient information for these purposes.

#### **11.5. Financing, Licensing and Subcontracting**

The Trust hereby consents to the Recipient disclosing this Agreement, and any portion or summary thereof, for any of the following purposes:

- (a) securing additional funding; or
- (b) pursuant to section 11.1 of this Agreement, ensuring that all agents, contractors and subcontractors of the Recipient agree to provide the Trust with access to their records and premises.

### **12. Communications**

#### **12.1. Public Information and Announcements**

The Recipient agrees to public announcements by or on behalf of the Trust and the Province of British Columbia relating to this Agreement and the Project. The Trust and/or the Province of British Columbia will inform the Recipient of the date on which the public announcement is to be made and the Recipient will not make a public announcement of this Agreement until such date.

The Recipient shall not make any formal public announcement relating to this Agreement or the Project, without first obtaining the approval of the Trust and/or the Province of British Columbia and providing reasonable advance notice to the Trust to facilitate the possible attendance of government representatives at those announcements.

#### **12.2. Acknowledgement**

The Recipient shall ensure that the Province of British Columbia and the Trust receives full and fair acknowledgement for its role and contribution on all Communications Materials and Products.

#### **12.3. Notice**

The Recipient shall give at least fifteen (15) Business Days' notice to the Trust and the Province of British Columbia of any proposed public communications or ceremonies relating to the Agreement or the Project to allow adequate time for review.

### **13. Representations, Warranties and Additional Covenants**

#### **13.1. Representations and Warranties**

The Recipient represents and warrants that:

- (a) at no time during the term of this Agreement will the Recipient or its personnel directly or indirectly engage in any activity, business or undertaking that could create a conflict of interest or perceived conflict of interest with the Province of British Columbia or the Trust in respect of all or any part of the Project (it being acknowledged that different economic interests in and of itself will not be deemed to be a conflict of interest under this section);
- (b) entering into, delivery and performance of this Agreement, and its execution by the undersigned signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms;

- (c) the execution and delivery of this Agreement, and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i. violate any provisions of the Recipient's by-laws, any other governance document subscribed to by the Recipient, or any resolution of the Recipient;
  - ii. violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii. conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound;
- (d) it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement; and
- (e) it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event that a representation and warranty is determined to be untrue or incorrect at the time that it was made, the Trust may exercise the remedies set out in section 9.3.

### **13.2. Additional Covenants**

In addition to its other covenants and obligations in this Agreement, the Recipient covenants and agrees to:

- (a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to perform the Project and all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;
- (b) advise the Trust forthwith of the occurrence during the term of this Agreement of any actions, suits or proceedings which could or would prevent compliance with this Agreement;
- (c) comply with the requirements of all applicable laws, regulations, ordinances, orders, decrees or orders-in-councils and with the requirements of all regulatory bodies having jurisdiction over the Recipient in relation to the Program and the Project; and
- (d) without limiting the generality of paragraph (c), maintain and comply with all licenses, permits and registrations required or appropriate to conduct the Project and sustain the Broadband Service throughout the duration of the Agreement.

### **13.3. Material Change**

The Recipient shall not make a Material Change without the prior written consent of the Trust. Notice of a Material Change must be delivered promptly to the Trust and in no event later than fifteen (15) Business Days prior to the proposed Material Change.

## **14. Indemnification and Limitation of Liability**

### **14.1. Indemnification**

Except for any claims arising from the gross negligence of, or willful misconduct by, the Trust's employees, officer, agents, the Recipient shall at all times indemnify and save harmless, the Trust, its officers, employees, consultants, representatives, and agents, from and against all claims and demands, losses, costs, expenses (including reasonable legal fees and costs) damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner caused by, or arising directly or indirectly from:

- (a) the Project, its operation, conduct or any other aspect thereof;

- (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees or agents, or by a Third Party or its officers, employees, or agents;
- (c) the design, construction, operation, maintenance and repair of any part of the Project; or
- (d) any omission or other willful or negligent act or delay of the Recipient or a Third Party and their respective employees, officers, or agents.

#### **14.2. Liability**

Notwithstanding anything to the contrary contained herein, the Trust shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Trust shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort (including negligence), fiduciary duty, statute or otherwise.

### **15. General Provisions**

#### **15.1. Transfer and Assignment**

The Recipient will not transfer or assign this Agreement or any part thereof, or its rights, duties or obligations under this Agreement, without the prior written consent of the Trust and without a written irrevocable undertaking, representation and warranty from the transferee or assignee in which the transferee or assignee agrees to assume all obligations and comply with all terms and conditions of this Agreement. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without the Trust's express written consent is void.

#### **15.2. Dispute Resolution**

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator. Pending resolution, all payments and other obligations related to the issue in dispute will be suspended. Notwithstanding the foregoing, either party will have the right to apply to a court of competent jurisdiction for a preliminary or interim injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending resolution of the matter.

#### **15.3. Disposition of Project Assets**

The Recipient shall preserve and maintain the assets acquired with the Contribution and shall not sell, transfer or dispose of them until the expiration or early termination of this Agreement, unless:

- (a) the Recipient has obtained the prior written consent of the Trust, on such conditions as the Trust may determine; or
- (b) the asset was acquired at a cost less than \$1,000; or
- (c) the asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

#### **15.4. Binding Effect**

This Agreement is binding upon the Parties, their successors and permitted assignees.

#### **15.5. Amendment**

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

#### **15.6. No Agency**

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between the Trust and the Recipient, or between the Trust and any Third

Party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Trust.

#### **15.7. Severability**

If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, it shall be deemed to be severable and shall be deleted from this Agreement, and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

#### **15.8. Tax**

The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

#### **15.9. Notice**

Any notice, information or document provided for under this Agreement may be delivered or sent by any pre-paid method, including regular or registered mail, courier, facsimile or email. Notice will be considered as received upon delivery by the courier, or one (1) Business Day after being sent by facsimile or email, or five (5) Business Days after mailing. A Party may change its address below by notifying the other Party in writing.

Any notice to the Trust shall be sent to:

Northern Development Initiative Trust  
Attn: Joel McKay, Chief Executive Officer  
301 – 1268 Fifth Avenue  
Prince George, British Columbia  
V2L 3L2  
[joel@northerndevelopment.bc.ca](mailto:joel@northerndevelopment.bc.ca)

Any notice to the Recipient shall be sent to:

Attn: Dave Lampron  
445 – 13<sup>th</sup> Ave., Suite 300  
Castlegar, British Columbia  
[dlampron@cbt.org](mailto:dlampron@cbt.org)

#### **15.10. Applicable Laws**

This Agreement will be interpreted in accordance with the laws and regulations of the Province of British Columbia and the federal laws of Canada applicable therein.

#### **15.11. Intellectual Property**

Title to any intellectual property created solely by the Recipient as part of or in respect of the Project shall vest with the Recipient.

#### **15.12. Counterparts**

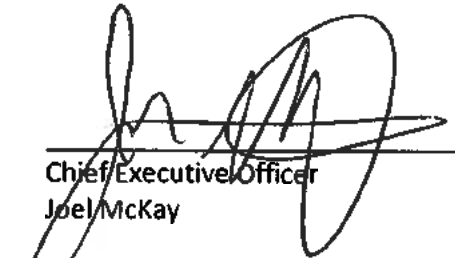
This Agreement may be signed in counterparts and such counterparts may be delivered by facsimile or by other acceptable electronic transmission, each of which when executed and delivered shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

## 16. Signatures

This Agreement has been executed on behalf of the Trust and the Recipient as of the date(s) indicated below:


### NORTHERN DEVELOPMENT INITIATIVE TRUST

Signed by:

  
 Chief/Executive Officer  
 Joel McKay  
 Date: July 15/19

### COLUMBIA BASIN BROADBAND CORPORATION

Signed by:

  
 Chief Operating Officer  
 Dave Lampron  
 Date: July 12 2019

## SCHEDULE A

### PROJECT PLAN

#### 1. PROJECT GOAL

The goal of this project is to advance the objectives outlined in the Regional Broadband Committee's Connectivity strategy toward achieving a highly connected Basin.

#### 2. BACKGROUND AND GEOGRAPHICAL COVERAGE

##### 2.1. History

Columbia Basin Broadband Corporation (CBBC), a wholly-owned subsidiary of Columbia Basin Trust has a mission to advance social and economic development in the Basin through the development and use of broadband technology. CBBC's focus encompasses a very large area within Southeastern British Columbia; the Columbia Basin, as defined in the *Columbia Basin Trust Act*<sup>1</sup>, and the Boundary Region of the Regional District of Kootenay Boundary.

##### 2.2. Background

It is currently cheaper to provide fast and reliable Internet to densely-populated urban centres than it is to provide that same service to rural areas. The traditional economic motivators are clear for Internet providers and large incumbent carriers: the more people living in an area, the more people there are to pay for service. For large incumbent carriers, the business case for providing adequate connectivity in rural areas is absent. That disparity in service has put residents in rural BC at a significant disadvantage compared to urban counterparts. Within the Columbia Basin and Boundary region (the Region), this issue is particularly acute.

Rural business owners, farmers, students, health and technology professionals in the region are not able to keep up with their counterparts in centres like Vancouver or Kelowna. The magnitude of the task is further intensified by the challenging geography of the Region (mountainous, deep valleys). To address this challenge head-on, help is required at all levels of government and within communities themselves. The effort to truly connect the Columbia Basin and Boundary region will require partnerships both large and small.

##### 2.3. Geographical Coverage

###### 2.3.1. Playmor Junction to Shoreholme

The Slocan Valley of British Columbia located within the Regional District of Central Kootenay makes up a critically underserved region in the province (and the country) from the perspective of both broadband and cellular connectivity. The need for drastically improved connectivity in the area has repeatedly been highlighted by residents and local governments. Many of the communities in this corridor are experiencing stagnant and/or declining economic development, attributable in part to the significant lack of adequate connectivity.

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<sup>1</sup> [http://www.bclaws.ca/Recon/document/ID/freeside/00\\_96053\\_01](http://www.bclaws.ca/Recon/document/ID/freeside/00_96053_01)

##### 2.4. Collaborators

###### 2.4.1. Residents and ISPs

Upon completion of the Playmor Junction to Shoreholme fibre connection, CBBC will work with ISPs to utilize CBBC infrastructure and existing ISP-owned infrastructure to better serve residents in the targeted areas.

###### 2.4.2. Local Governments

The Regional District of Central Kootenay; along with the Villages of Nakusp, New Denver, Silverton, and Slocan, are participating in the project as collaborators and funding partners. The desired outcome for these local governments is to see improved

connectivity for residents and to ensure that communities can fully participate in the digital economy.

Through construction of the Playmor Junction to Shoreholme backbone, CBBC will connect directly with the Villages of Slocan, Silverton, New Denver, and Nakusp. These local governments will act as anchor tenants for the build and will be connected to the CBBC network with 1Gbps symmetrical Internet services. This will connect the Villages directly to other local governments already connected to CBBC's regional network.

#### **2.4.3. Selkirk College**

Selkirk College, an existing CBBC customer, will benefit from the proposed network expansion through improved connectivity to the Selkirk College campus in Nakusp.

#### **2.4.4. Rogers Communications**

CBBC has been in discussion with Rogers Communications around the possibility of Rogers using CBBC infrastructure developed under this project to expand cellular coverage throughout the Slocan Valley. A partnership between Rogers and CBBC would require future construction of tower infrastructure.

#### **2.4.5. FortisBC**

CBBC is in active conversations with FortisBC around potential to improve connectivity to their substations and associated assets throughout the southern Slocan Valley.

### **2.5. Project Viability/Necessity**

As mentioned in section 2.2, incumbent carriers are unlikely to make investments in areas targeted by this project in the foreseeable future due to a lack of business case. As a result, this project and similar projects are necessary for improving and expanding affordable broadband and cellular availability in the Columbia Basin and Boundary regions.

CBBC recognizes that in order to address the connectivity gap in rural areas of the Columbia Basin, creative approaches need to be applied to projects that would otherwise have a negative economic return. That is why Columbia Basin Trust is contributing \$3.3 million to the project with Regional District and Villages impacted by the project providing an additional \$525,000.

Although it is unlikely that the project will yield a positive economic return in the short-term, the availability to match this funding through the Connecting BC program will make the project affordable and make it possible to provide the benefits as described above to collaborators in the Columbia Basin region.

### **2.6. Coverage, Demographics and Economic Outlook**

In total, there are approximately 5,200 households within close proximity to the Points of Presence infrastructure proposed to be constructed under the project. A large majority of these households are poorly served with service less than 5Mbps download and 1Mbps upload, much lower than the CRTC Universal Service Objective of 50Mbps download and 10Mbps upload.

## **3. SUCCESS CRITERIA**

The project will be successful if/when:

- Residents in the areas targeted by the project receive enhanced connectivity as a result of the project within one year of completion;
- CBBC successfully attracts an ISP or multiple ISPs to utilize infrastructure constructed under this project within four months of project completion; and,
- Village offices in the Villages of Slocan, Silverton, New Denver and Nakusp are connected directly to CBBC's regional network at project completion.

## **4. PROJECT SCOPE**

The major deliverables for this project are:

- Completion of all design and engineering within the timeline stipulated by the Work Breakdown Structure (WBS);



- Acquisition of all permits that are required or relevant to project construction within the timeline stipulated by the WBS;
- Completed construction of 125km of new backbone fibre within the timeframe stipulated by the WBS;
- Completed construction of five points of presence (POPs) capable of speeds at or above 10Gbps within the timeline stipulated by the WBS;
- Completed construction of another six POPs capable of 1Gbps speeds within the timeline stipulated by the WBS;
- Completed construction of optical breakouts for future expansion in 9 communities within the timeline stipulated by the WBS; and,
- Completion of all testing and project closure procedures by the project completion date.

The project will NOT deliver:

- Any direct last mile equipment or infrastructure beyond the towers proposed.

## 5. LINKS AND DEPENDANCIES

This project will interconnect with existing infrastructure that makes up CBBC's regional open-access fibre network. As such, the project has no upstream network dependencies.

Notwithstanding the above, the advancement of the Columbia Basin/Boundary Regional Broadband Connectivity Strategy is directly dependent on the success of this project and other regional broadband projects in the future. The ability of ISPs in the Columbia Basin/Boundary region to meet CRTC's 50/10 requirement directly depends on accessible and affordable backbone infrastructure.

## 6. CONSTRAINTS

Constraints that could impact project success include:

- Receipt of confirmed funds from funding parties in a timely manner;
- Approval of required permits;
- Support from affected communities;
- Weather dependent construction;
- Schedule prescribed by Connecting BC.

## 7. ASSUMPTIONS

The following assumptions have been made for the project:

- Required permits will be acquired in a timely manner;
- Availability of equipment at or below quoted rates and delivery of equipment in a timely manner;
- Availability of contractors to work with CBBC staff to meet project deliverables;
- Construction will occur without significant impact from weather or other natural phenomena;

8. MAJOR RISKS

<b>Risk Statement</b>	<b>Probability</b>	<b>Impact</b>	<b>Risk Management</b>
If permitting causes delays in project development, then the project risks being incomplete by the deadline for project completion.	M	H	Mitigate the risk by submitting thorough and comprehensive permitting applications as soon as possible following project acceptance.
If CBBC cannot procure equipment at rates aligned with the project budget, then the project will be over budget at time of completion.	L	M	Mitigate the risk by seeking out funding sources to cover the project overage or by seeking out savings in other aspects of the project while still meeting project deliverables.
If CBBC sees insufficient demand for wholesale broadband services from ISPs, then infrastructure developed under the project will not be used.	L	H	Preliminary discussions have been held and CBBC has received feedback from interested ISPs. In addition, the risk can be further avoided by offering competitive, below- market rates for wholesale services at speeds that are not available elsewhere in the market.
If contractors are unavailable to complete work required in order to complete the project, then it is possible that the project will not be completed by the deadline and that CBBC will be required to procure services at higher rates than anticipated resulting in a project overage.	M	H	Mitigate the risk by ensuring that procurement is completed in a timely manner following project acceptance. Ensure that proposals and bids are accepted for an extended period and that requests for proposals are designed to be clear and attract quality responses.
If residents do not support project and object to intended approach.	L	H	Community engagement will be a core component of this project. Residents will be engaged both by existing mechanisms through the Regional District, and the Villages of Slocan, Silverton, New Denver and Nakusp. Residents will also be engaged via permitting obligations.

9. MILESTONES

Following is a list of major project milestones:

<b>Milestone</b>	<b>Target Completion</b>
Project Start	March 14, 2019
Completion of Design Phase	October 31, 2019
Completion of Permitting	March 31, 2020
Construction & Implementation Phase Complete	February, 2021
Project Closure	March 31, 2021

# 10. WORK BREAKDOWN STRUCTURE

See attachment 8.1A\_ProjectSchedule.xlsx for detailed work breakdown structure in the form of a Gantt chart.

<b>Work Package</b>	<b>Deliverable(s)</b>	<b>Resources</b>	<b>Estimated Cost</b>	<b>Timeline</b>
Design	Fibre/OSP Design Land Acquisition Extensive Community and Public Engagement Equipment Design POP Design Tendering & Procurement	Labour CBBC Chief Operating Officer CBBC Chief Technology Officer CBBC Infrastructure and Project Manager CBBC Business Analyst CBBC Business Services Coordinator Fibre Optic Design Consultant Project Construction Consultant Project Technical Consultant	\$478,000	03/19 – 10/19
Permitting	Fibre/OSP Permits Land Acquisition	Labour CBBC Chief Operating Officer CBBC Infrastructure and Project Manager CBBC Business Services Coordinator Project Support Consultant Fibre Design Consultant Project Construction Consultant Project Technical Consultant	\$291,000	03/19 – 03/20
Construction & Implementation	Material & Equipment Ordering OSP Construction Equipment Install and Configuration	Labour CBBC Chief Technical Officer CBBC Infrastructure and Project Manager Fibre Construction Contractors Project Construction Consultant Project Technical Consultant Materials Switches UPSs PDUs DWDM Generators HVAC Units Telecommunications Buildings Cabinets Fibre Optic Cable Fibre Optic Splice Closures Fibre Optic Splice Trays Conduit	\$6,319,000	06/19 – 02/21
Project Closure	Inspections & Testing As-builts Network Testing Project Closeout	CBBC Chief Operating Officer CBBC Chief Technical Officer CBBC Infrastructure and Project Manager CBBC Business Analyst CBBC Business Services Coordinator Fibre Construction Contractors Project Construction Consultant Project Technical Consultant	\$116,000	09/20 – 03/21

## **11. STAKEHOLDER MANAGEMENT**

### **11.1. Stakeholder Engagement Plan**

Adequate stakeholder engagement and associated support from affected communities is paramount to the success of this project. CBBC, with support of the Regional District and Villages will be formulating a comprehensive stakeholder engagement plan to ensure that all stakeholder groups are identified, and that a plan is in place to engage each accordingly. The Stakeholder Engagement Plan will include various iterative communication methods (e.g. community forums, newsletters, news releases, project website) to ensure that stakeholders are engaged through the lifecycle of the project.

### **11.2. Residents**

In addition to newsletters/releases, as mentioned above, although CBBC will not serve residents directly as a result of the project, CBBC will complete an engagement process with all communities directly affected by the project. During this engagement process, CBBC will ensure that residents expectations are managed effectively and that residents are as informed as possible as to how they will be impacted.

### **11.3. Local Governments**

CBBC, with the support of communications staff at Columbia Basin Trust, will keep local governments informed and up-to-date.

As funding partners, local governments will also receive more detailed information about the project, including any constraints, concerns, milestones, etc.

### **11.4. ISP(s)**

Close to, or upon completion of the project, CBBC will reach out to ISPs to utilize the infrastructure constructed under this project to serve residents in the targeted areas with residential Internet services. All services will be delivered over CBBC backbone infrastructure.

### **11.5. Selkirk College**

Selkirk College's interest in the project is the connection of the College's learning centre in Nakusp. CBBC staff will reach out to managerial staff with Selkirk's IT department as project construction approaches the connection of the learning centre.

### **11.6. Rogers Communications**

CBBC will be fully transparent with Rogers Communications (and other potential carriers) during the construction process, and, upon completion of the project, CBBC will make the fibre network available to major cellular carriers contingent on future construction of tower infrastructure.

### **11.7. Columbia Basin Trust**

As CBBC is a wholly-owned subsidiary, and CBBC's team is made up of staff from Columbia Basin Trust, Columbia Basin Trust will be involved throughout the entirety of the project.

## **12. OPERATIONAL PLANNING**

### **12.1. Design, Engineering & Stakeholder Engagement Phase**

As NDIIT staff review CBBC's application to the Connecting BC program, CBBC staff and contractors will begin the extensive design and engineering phase of the project in order to meet the timelines specified in the work breakdown structure.

Should CBBC's application be successful, CBBC staff will continue with the design and engineering process, which will overlap the next phase of the project.

As mentioned above in Section 11, CBBC will work in conjunction with the Regional District and the Villages to establish a comprehensive stakeholder engagement plan that will be executed early on in the project design phase.

### **12.2. Permitting Phase**

Over the winter months, CBBC staff has worked on the design and engineering phase and will begin preparing and submitting applications for necessary permits. Land acquisition (establishment of license and lease agreements and public engagement sessions) will also make up part of this project phase.

As the permitting process continues, this process will overlap with the construction phase of the project.

### **12.3. Construction & Implementation Phase**

As permit applications are reviewed and following the tendering and procurement process (engineering and design phase), CBBC will begin placing orders for equipment and materials in anticipation of construction of towers, points of presence and fibre backbone.

The construction and implementation phase will span a large majority of the project and will require the most resources; capital and labour.

As project construction approaches completion, CBBC staff will begin the process of project closure.

### **12.4. Project Closure**

As CBBC's staff and contractors finalize construction, CBBC management and support staff will begin to prepare for project closure. Part of the project closure phase will involve ensuring that all new assets are properly identified within CBBC's operations and business processes.

Once complete, CBBC will submit all project closure materials and the assets constructed under the project will move into operation.

### **12.5. Operations**

For the assets constructed under the project to operate effectively, they will need to be monitored and maintained over their lifespan. As CBBC already operates an extensive broadband network, CBBC has several qualified entities under contract. These contractors work with CBBC's established processes and tools to effectively monitor, maintain and manage the assets. The contractors and the tools used differ based on the type of asset constructed.

#### **12.5.1. Fibre**

All fibre backbone constructed under the project will be entered into CBBC's GIS database for effective management of strand counts, breakoffs, etc.

For maintenance, CBBC has an active fibre maintenance contract for the entirety of the CBBC network. As part of this contract, CBBC's fibre maintenance contractor provides emergency response and maintenance to assets constructed under the project. Incidents, emergencies and outages that impact CBBC's network are responded to within three hours of notification by CBBC's network operations control centre.

In addition to emergency repair and maintenance, CBBC receives an annual written report which specifies the condition of the overall network. Included with this report is an audit log and photographs of locations that will need preventative maintenance.

#### **12.5.2. Equipment**

CBBC has several entities under contract for effective monitoring and maintenance of CBBC's DWDM and switching equipment, generators, and HVAC units. All contracts involve periodic testing and inspection of CBBC equipment.

In addition to active monitoring and maintenance, CBBC also has a full-service network management team under contract that remotely manages the CBBC network in order to maintain reliability and ensure effective operation of the network.

Finally, CBBC has spare equipment and warranty agreements in place in case of failure of critical equipment components.

**SCHEDULE "B"**

**Budget**

Attached.

SCHEDULE B  
PROJECT BUDGET

Northern Development Initiative Trust			
Connecting British Columbia Program - Phase Two			
Intake 3 - Transport Infrastructure			
TEMPLATE 2 - PROJECT BUDGET			
<b>Instructions:</b>			
<i>All costs below are listed as examples - insert values relevant to your project.</i>			
<i>Add or delete line items as necessary.</i>			
<i>Adjust formulas to incorporate new items as necessary.</i>			
<b>Project Name:</b> Columbia Basin Regional Backbone Infrastructure Project			
<b>Prepared By:</b> Columbia Basin Broadband Corporation			
Expense Item:	Equipment/ Parts Costs	Labour Costs	Total
<b>Project Management, Support &amp; Governance</b>			
Project Management	\$ -	\$ 37,000.00	
Technical Management	\$ -	\$ 192,000.00	
Construction Management	\$ -	\$ 240,000.00	
Financial Management	\$ -	\$ 19,000.00	
Project Support	\$ -	\$ 29,000.00	
Subtotal	\$ -	\$ 517,000.00	\$ 517,000.00
<b>Point of Presence Construction</b>			
Switches	\$ 360,000.00	\$ -	
UPS/PDU/Security	\$ 85,000.00	\$ -	
DWDM	\$ 379,000.00	\$ -	
Cabinet	\$ 88,000.00	\$ -	
Electrical/Generator	\$ 191,000.00	\$ 23,000.00	
Tower	\$ -	\$ -	
Telecommunications Building	\$ 352,000.00	\$ -	
Installation, Configuration & Testing		\$ 100,000.00	
Subtotal	\$ 1,455,000.00	\$ 123,000.00	\$ 1,578,000.00
<b>Fibre Construction</b>			
Engineering & Design	\$ -	\$ 260,000.00	
Fibre Construction	\$ -	\$ 2,995,000.00	
Fibre Optic Material	\$ 1,113,000.00	\$ -	
Permitting	\$ -	\$ 45,000.00	
Make-ready	\$ -	\$ 217,000.00	
Subtotal	\$ 1,113,000.00	\$ 3,517,000.00	\$ 4,630,000.00
<b>Miscellaneous</b>			
Travel & Site Visits	\$ -	\$ 31,000.00	
Subtotal	\$ -	\$ 31,000.00	\$ 31,000.00
<b>Ineligible Expenses</b>			
Right of Way Leases	\$ -	\$ 20,000.00	
Liability Insurance	\$ -	\$ 10,000.00	
Nakusp Point of Presence Expenditures	\$ 103,000.00	\$ 36,000.00	
GST	\$ 106,000.00	\$ 173,000.00	
Subtotal	\$ 209,000.00	\$ 239,000.00	\$ 448,000.00
<b>Total Eligible Expenses</b> \$ 2,568,000.00 \$ 4,188,000.00 \$ 6,756,000.00			
<b>Total Budgeted Expenses</b> \$ 2,777,000.00 \$ 4,427,000.00 \$ 7,204,000.00			
<b>Funding Sources</b>			
Connecting British Columbia - Phase Two (Intake 3 - Transport) Grant			\$ 3,378,000.00
Applicant organization			\$ 3,301,000.00
Other funding sources			\$ 525,000.00
<b>Total one-time funding</b>			\$ 7,204,000.00
<b>Funding shortfall/overage</b>			\$ -
<b>Funding Percentage Requested (Requested Grant + Total Eligible Expenses)</b>			50.00%

## **SCHEDULE “C”**

### **Funding Payment Schedule**

The Funder will provide the Funds to CBBC according to the following schedule:

Date/Milestone	Funding Contribution
January 1, 2020	Eighteen thousand seven hundred fifty dollars (\$18,750.00)
Upon the Funder’s receipt of a copy of the Final Implementation Report (as defined in the Contribution Agreement)	Eighteen thousand seven hundred fifty dollars (\$18,750.00)





## The Corporation of the Village of New Denver

P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca

PHONE (250) 358-2316 • FAX (250) 358-7251

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TO: Mayor and Council  
FROM: Corporate Officer  
SUBJECT: Site License Agreement – Columbia Basin Broadband Corporation  
DATE: October 3, 2019

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### **OPTIONS:**

- 1. Authorize signing of the Site License Agreement**
2. Request changes to Site License Agreement

**RECOMMENDATION:** That the Village of New Denver enter into a Site License Agreement with the Columbia Basin Broadband Corporation.

**BACKGROUND:** The Columbia Basin Broadband Corporation (CBBC) has secured funding to install publicly owned fibre optic backbone infrastructure in the Slocan Valley. A point of presence to access the backbone is planned for New Denver, and this requires a modular building (3m x 3.3m) to hold the necessary equipment. Several sites were explored and the Village Works Yard was identified as a preferred site as it is on public property, in proximity to the lake (the location of the backbone) and the downtown core (the highest anticipated demand for last mile service), with ready access to power.

**ANALYSIS:** The proposed Site License Agreement will allow CBBC to place a modular equipment building on Village property for a 20 year term, with 3 options to renew for a single year term. CBBC will pay the Village \$100/month for the duration of the agreement, which is in line with market values.

**LEGISLATIVE FRAMEWORK:** Nil

**STRATEGIC PRIORITY:** Nil

**COMMUNICATION STRATEGY:** Nil

**FINANCIAL IMPLICATIONS:** The proposed agreement will provide \$1200/year in revenue to the Village and is not expected to trigger any additional costs.

## SITE LICENSE AGREEMENT

This Agreement is dated for reference on August 25, 2019

### BETWEEN:

THE CORPORATION OF THE VILLAGE OF NEW DENVER

(the Licensor)

### AND:

COLUMBIA BASIN BROADBAND CORPORATION

(the Licensee)

### PREAMBLE:

- (a) The Licensor owns and/or leases certain buildings and/or lands in New Denver, British Columbia to which it wishes to grant access to the Licensee; and
- (b) The Licensor has agreed to grant to the Licensee the limited right to enter into such buildings and/or lands to install, operate, maintain, repair and replace the Licensee's Equipment on the terms and conditions set out in this Site License Agreement.

**NOW THEREFORE**, for one (\$1.00) dollar, paid by the Licensee to the Licensor, receipt and sufficiency of which is confirmed by the Licensor, and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

**Agreement** means this Site License Agreement and all of the attached Schedules and all subsequent changes, modifications and amendments to this Agreement.

**Antennae Systems** means all masts, towers and antennae-supporting structures that the Licensee installs on the Licensor's Premises in accordance with the terms of this Agreement and any applicable laws.

**Auxiliary Equipment** includes but is not limited to UPS, air-conditioning units and such other equipment as the Licensee may require from time to time for the provision of its Services and that is approved for installation by the Licensor.

**Business Day** means a day other than a Saturday, a Sunday or a statutory or civic holiday in the Province of British Columbia.

**Commencement Date** is that date that is described in Schedule A.

**Demarcation Point** is the physical point where the Licensor's Equipment is connected by the Licensee's Connecting Equipment to the Licensee's Equipment.

**Detailed Drawings** means drawings and/or plans, including any as-built plans, that depict how and where the Licensee's Equipment will be installed within the Licensor's Premises as described in Schedule C.

**Emergency** means an unexpected event that prevents the Licensee from using its Licensed Equipment and which requires immediate resolution so that the Licensee can continue providing its Services.

**Internet Service Provider** or "ISP" is a person or entity that offers internet connectivity to the public by connecting the ISP's Equipment to the Licensee's Equipment.

**ISP's Electronic Equipment** means any electronic, optronic, optical, radio equipment or wireless devices that the ISP uses in order to provide Internet connectivity to its customers through the Licensee

**ISP's Equipment** means such physical equipment including the ISP's Electronic Equipment, towers, masts, supporting cables, power cables and UPS devices that the ISP may require in order to connect its customers to the Internet via the Licensee's Connecting Equipment.

**Lands** means real property that is owned or leased by the Licensor and to which it wishes to grant a license of occupation to the Licensee under the terms of this Agreement.

**Licensee's Cabinet** means the secured enclosure, as depicted in Schedule C, within which the Licensee places some or all of the Licensee's Equipment and that is designed to meet all of the Licensee's requirements associated with the Licensee's use and occupation of the Licensor's Premises.

**Licensee's Connecting Equipment** means any and all of the Licensee's cabling, jumper cables, conduits and connecting hardware as depicted in Schedule C.

**Licensee's Electronic Equipment** includes but is not limited to all electronic, optronic, optical, radio equipment or wireless devices, including any similar devices that the Licensee may require from time to time to provide the Services.

**Licensee's Equipment** means, collectively, any and all Antennae Systems, Auxiliary Equipment, Licensee's Connecting Equipment, Licensee's Cabinet, the Licensee's Electronic Equipment.

**Licensor's Equipment** means the Licensor's electronic, optronic and/or optical equipment, and any similar devices, including all cabling and connecting hardware as depicted in Schedule C.

**Licensor's Premises** is a physical location that is depicted in Schedule B (buildings and/or Lands) where the Licensor authorizes the Licensee to install the Licensee's Equipment.

**Notice** means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in section 9.1 of this Agreement.

**Renewal Term** means the period after the Term for which this Agreement may be renewed and extended as described in section 3.3 of this Agreement.

**Services** means the operation of the Licensee's fibre optic network for and on behalf of the Licensee and all of its customers.

**Term** means such duration of this Agreement as provided for in Schedule A.

**Uninterruptible Power Supply** or **UPS** is a device that provides a steady source of electrical energy to the Licensee's Equipment when the electrical power is interrupted.

## **1.2 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) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- (c) 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.
- (d) This Agreement shall be interpreted and governed by the laws of the Province of British Columbia.

## **1.3 Schedules**

The following Schedules are attached to and form part of this Agreement:

Schedule A	-	Commencement Date and Term
Schedule B	-	Licensor's Premises
Schedule C	-	Detailed Drawings
Schedule D	-	Additional Provisions

## **2. LICENSE OF OCCUPATION**

### **2.1 License:**

The Licensor hereby grants to the Licensee a term specific, non-exclusive license of occupation to:

- (a) enter onto the Licensor's Premises to install, operate, maintain, repair and replace the Licensee's Equipment at the Licensee's sole expense and risk; and
- (b) access the Licensor's Equipment to connect the same to the Licensee's Equipment as may be agreed upon from time to time by the parties hereto.

### **2.2 Nature of Interest**

The rights granted to the Licensee under this Agreement are those of a license of occupation only, and shall not constitute a partnership, joint venture, lease or any other form of tenancy arrangement as between the parties.

## **3. TERM**

### **3.1 Term**

Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date and, subject to the provisions of this Agreement, shall remain in effect for the Term unless otherwise terminated by either of the parties.

### **3.2 Additional Provisions**

The parties may, from time to time, include additional provisions such provisions to be appended in Schedule D.

### **3.3 Option to Renew**

Provided that the Licensee is not in default under this Agreement, the Licensee shall have three (3) options to renew and extend this Agreement each for one (1) year (each of which is a "Renewal Term"), upon the Licensee providing at least one (1) months written notice to the Licensor. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement.

### **3.4 Over-holding**

If the Licensee remains in occupation of the Licensor's Premises following the expiration of the Term or a Renewal Term, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time and the Licensee shall be deemed to be occupying the Licensor's Premises as an over-holding licensee and may be removed from the Licensor's Premises at the discretion of the Licensor at the Licensee's sole cost and expense.

## **4. USE**

### **4.1 Use of Licensor's Premises**

The Licensee shall use the Licensor's Premises for the purpose of the installing, operating, maintaining, repairing and replacing the Licensee's Equipment and providing its Services as required by the Licensee from time to time.

### **4.2 ISP connection to Licensee's Equipment**

The Licensor acknowledges and agrees that the Licensee may, from time to time during the Term, require one or more ISPs to install and connect the ISP's Equipment to the Licensee's Equipment (at such connection points as may be designated by the Licensee in its sole and absolute discretion) as well as operate, maintain, repair and replace the same during the Term of the license.

In such instances, the Licensor hereby agrees that it will cause to be signed a license agreement with the ISP on substantially the same terms and conditions as this Agreement. The Licensor acknowledges that ISP equipment may be required to be located on the exterior of the Licensor's Premise, and the Licensor will make the final decision on the approach to exterior location and placement, through a consultation process with the ISP and the Licensee.

The Licensee agrees to preserve and protect the rights of the Licensor with respect to any work performed on the Licensor's premises and must;

- (a) Enter into written Agreements with the ISP's requiring them to perform work in accordance with and subject to the terms and conditions of the Site License Agreement; and
- (b) Be as fully responsible to the Licensor for acts and omissions of the ISP's and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Licensee.

The Licensee therefore shall incorporate all terms and conditions of the Site License Agreement into all Agreements entered into with ISP's, insofar as they are applicable. Nothing contained in the Site License Agreement will create any contractual obligations between any ISP and the Licensors.

#### **4.3 Licensee's Cabinet**

To ensure and further the security of the Services, and to protect the Licensee's Equipment, the Licensee will provide and install the Licensee's Cabinet for the sole and exclusive use of the Licensee except as the Licensee may decide, in its sole and absolute discretion, from time to time. No other person shall be provided or afforded access to the Licensee's Cabinet without the express written consent of the Licensee which may be withheld without reason.

#### **4.4 Condition of the Licensors' Premises**

The Licensee acknowledges that the Licensors are providing to the Licensee access to the Licensors' Premises on an "as is/where is" basis and that there are no guarantees that the same are fit for the Licensee's purposes, in whole or in part, provided however that the Licensors will not make any changes to the Licensors' Premises that could affect the Licensee's Equipment or the Services without first providing thirty (30) days' notice in writing of the proposed changes to the Licensee.

#### **4.5 Damage to Licensee's Equipment**

The Licensors will take all reasonable measures to ensure that the Licensee's Equipment is not in any way damaged during the Term and will fully reimburse the Licensee for any and all physical damages to the Licensee's Equipment caused by or attributable to the Licensors or its agents, servants, employees, or contractors.

#### **4.6 Damage to Licensors' Property**

The Licensee will take all reasonable measures to ensure that the Licensors' Equipment and Property is not in any way damaged during the Term and will fully reimburse the Licensors for any and all physical or environmental damages to the Licensors' Equipment caused by or attributable to the Licensee or its agents, servants, employees, or contractors.

#### **4.7 Title**

The Licensors acknowledge and agree that title to and ownership of the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Licensors' Premises during the Term. The Licensors further expressly agree that the Licensee's Equipment shall not become a fixture notwithstanding any attachment to the Licensors' Premises.

### **5. ACCESS AND ELECTRIC UTILITIES**

#### **5.1 Access**

Except as otherwise provided for in Schedule D, upon or before the execution of this Agreement, the Licensors shall provide to the Licensee, and its authorized representatives, such keys, access codes and/or FOBs as the Licensee, and its authorized representatives, may require in order to access the Licensors' Premises and the Licensee's Equipment seven (7) days a week, twenty-four (24) hours per day for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment and providing the Services. The Licensee,

and its authorized representatives, shall further have such access to the driveways, walkways, entrances, and exits associated with the Licensor's Premises as required by the Licensee and its authorized representatives to access the Licensee's Equipment. The Licensor acknowledges that the nature of the Licensee's Equipment and the Services requires uninterrupted access for servicing purposes and in Emergency situations.

## **5.2 Electrical Power**

The Licensee shall have the right to connect the Licensee's Equipment to the electric power distribution system within the Licensor's Premises at the sole cost and expense of the Licensee. The Licensor will also allow connection to emergency or backup power by the Licensee. The Licensee may install its own Uninterruptable Power Supply and backup generator at the Licensee's sole cost and expense.

The Licensee will be responsible for arranging connection to the electric power distribution system, inclusive of installing an electrical power meter, as well as the monthly payment of power use through a Licensee account with the local electric power provider.

## **5.3 Nuisance**

The Licensee shall not use or permit the Licensee's Equipment, or any part of the Licensor's Premises to be used in such a manner as to annoy, disturb or cause nuisance to the Licensor or any other occupiers of the Licensor's Premises, or in a manner that may constitute a contravention of law.

## **5.4 Compliance with Laws**

The Licensee shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities inclusive of any and all permits that are required to build or maintain the Licensee's Equipment.

# **6. INSTALLATION, MAINTENANCE AND REPAIRS**

## **6.1 Approval of Plans**

Prior to installing the Licensee's Equipment or installing such equipment in the Licensor's Data Room, the Licensor may require the Licensee to prepare and submit Detailed Drawings of the Licensee's proposed installation for approval in writing by the Licensor. In the event that there is a material difference between the Detailed Drawings and the actual installation, the Licensee will provide to the Licensor a copy of "as-built" drawings.

## **6.2 Installation**

Upon receipt of the Licensor's written approval pursuant to section 6.1 the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment. All installations shall be performed in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities. Prior to commencement of installation activities, the Licensor will ensure the premises are free and clear of clutter, unused equipment and other encumbrances that would impede the installation of the Licensee's equipment described in this document.

## **6.3 Repairs and Maintenance**

The Licensee, at its own cost and expense, shall keep the Licensee's Equipment in a safe and properly maintained condition.

## **7. TERMINATION**

### **7.1 Termination by Licensee**

The Licensee may, on one (1) year's notice in writing to the Licenser, terminate this Agreement where the Licensee no longer requires access to the Licenser's Premises.

### **7.2 Termination by the Licenser**

The Licenser shall have the right to terminate this Agreement upon written notice to the Licensee where the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than one hundred and twenty (120) days after receipt of written notice of such default by the Licenser to the Licensee. Where such default cannot reasonably be cured within such one hundred and twenty (120) day period, the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence.

### **7.3 Surrender**

Upon the expiration or earlier termination of this Agreement, the Licensee shall remove the Licensee's Equipment from the Licenser's Premises and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

## **8. INSURANCE, LIMITATION OF LIABILITY AND INDEMNITY**

### **8.1 Insurance**

The Licensee and the ISP shall procure and maintain at all times during the Term commercial general liability insurance protecting against damage from personal injury (including death) and from claims for property damage which may arise out of the Licensee's operations under this Agreement. Such insurance shall be for an amount of not less than five million (\$5,000,000) dollars inclusive for any one occurrence. Such policy shall be on an occurrence basis and shall provide coverage for bodily injury and property damage, non-owned automobile liability, personal injury liability, contingent employer's liability, blanket contractual liability coverage and broad form property damage coverage and must list the Licenser as an additional insured. The Licensee shall not cancel any required insurance policy without thirty (30) days prior written notice to the Licenser. The insurance policy shall be endorsed to provide the Licenser with thirty (30) days prior written notice of cancellation.

### **8.2 Limitation of Liability**

Except as expressly provided in this Agreement, neither Party, or any of their respective directors, officers, employees, contractors, landlords or agents, will be liable to the other Party for any special, incidental, indirect, punitive or consequential damages in connection with or arising from the performance of their respective obligations under this Agreement. This limitation on damages will not apply in the event of an intentional or willful breach by a Party of its obligations hereunder.

### **8.3 Indemnity**



The Licenser must indemnify and save harmless the Licensee, their employees and agents (each a "CBBC Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses (collectively, "Liability") that a CBBC Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Licenser or by any of the Licenser's agents, employees, officers, directors, or subcontractors related to this Agreement, except to the extent, if any, to which such Liability arises out of or is attributable to the negligence of the Licensee, and its officers, directors, employees and agents. The Licensee is entitled to enforce the indemnity obligations of CBBC Indemnified Persons on their behalf.

The Licensee must indemnify and save harmless the Licenser, their employees and agents (each a "The Corporation of the Village of New Denver Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that a The Corporation of the Village of New Denver Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Licensee or by any of the Licensee's agents, employees, officers, directors, or subcontractors related to this Agreement, except to the extent, if any, to which such Liability arises out of or is attributable to the negligence of the Licenser, and its officers, directors, employees and agents. The Licenser is entitled to enforce the indemnity obligations of The Corporation of the Village of New Denver Indemnified Persons on their behalf.

## **9. NOTICES**

### **9.1 Notices**

Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by email or registered mail, and addressed or sent as specified below:

If to the Licenser:

Attention: Corporate Officer  
Address: P.O. Box 40, New Denver, BC V0G 1S0  
Telephone: 250-358-2316  
E-mail contact: [office@newdenver.ca](mailto:office@newdenver.ca)

If to the Licensee:

Attention: Columbia Basin Broadband Corporation  
Address: 300-445 13<sup>th</sup> Ave, Castlegar BC, V1N 1G1  
Telephone: 1.800.505.8998  
E-mail contact: [cbbc@ourtrust.org](mailto:cbbc@ourtrust.org)

### **9.2 Receipt**

Where a Notice is delivered personally it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event should any Notice be sent by mail during any period of interrupted or threatened interruption of postal service. Where notice is delivered by facsimile, it shall be

deemed to have been received on the next Business Day provided that the person sending the facsimile has receipt verifying that the facsimile was transmitted to the intended recipient.

### **9.3 Change of Address**

Either party may change its address or particulars for purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Section 9.

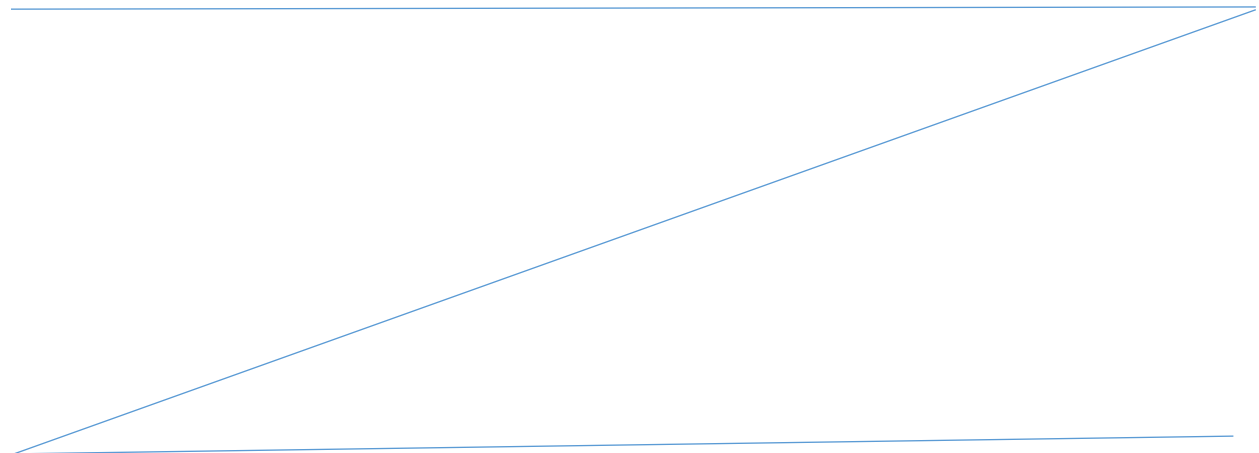
## **10. MISCELLANEOUS**

### **10.1 Entire Agreement**

As of the Commencement Date this Agreement cancels, replaces and supersedes all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

### **10.2 Waiver**

No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.



### 10.3 Successors and Assigns

This Agreement shall not be assigned by either party, in whole or in part, without the express written consent of the other party which consent shall not be unreasonably withheld or unduly delayed. This Agreement shall be binding upon and shall endure to the benefit of the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf.

**The Corporation of the Village of New  
Denver**

**Columbia Basin Broadband Corporation**

Signed by:

Signed by:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: Dave Lampron

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A**  
**Commencement Date and Term**

For the purposes of this Agreement, the following terms shall apply:

- (a) The Commencement Date is **September 1, 2019**;
- (b) The Term of the Agreement is for twenty (20) years starting the Commencement Date and expiring on the last Business Day before the twentieth anniversary thereof unless otherwise renewed.

## Schedule B

### Licensor's Premises

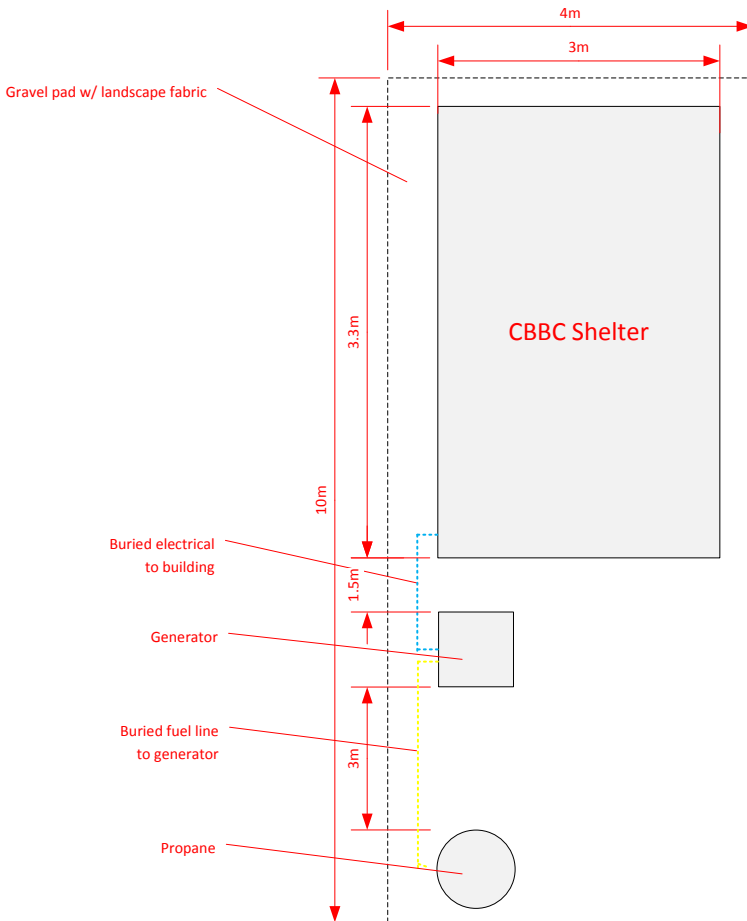


**Schedule C**  
**Building Detailed Drawings**

To be provided once prepared, example drawings are found below.



# CBBC Pad Layout



Drawing not to scale

## **Schedule D**

### **Additional Provisions**

#### **License of Occupation Fee**

For and in consideration for the Licensee's use and occupation of the Licensors' Premises, the Licensee shall pay an occupation fee on the following terms and conditions:

- Fee(s) payable: \$100 per /month, paid annually upon receipt of an invoice to [cbbcaccounts@ourtrust.org](mailto:cbbcaccounts@ourtrust.org) from the Licensors.

#### **Access**

The Licensee acknowledges that the Licensors have no obligation to ensure that the access is free and clear of snow or debris as a result of inclement weather and that any requirement to remove said snow or debris will be up to the Licensee.

This Agreement does not allow for Licensee access to existing Licensors' buildings and/or structures.