

NOTICE: That a Regular Meeting of the District of Barriere Municipal Council will be held at District Hall, 4936 Barriere Town Road, in Barriere, B.C. on December 15, 2025, at 5:30pm for the transaction of business listed below.

Daniel Drexler, Chief Administrative Officer

AGENDA

*"We acknowledge and respect the indigenous peoples of Simpcw First Nation
within whose lands we are meeting today."*

1. ADOPTION OF AGENDA

That Council approve the December 15, 2025, Regular Council Meeting Agenda.

2. ADOPTION OF MINUTES

- a. That Council adopt the minutes of the November 17, 2025, Regular Council Meeting.

3. PETITIONS, DELEGATIONS AND SPECIAL PRESENTATIONS

- a. KPMG Auditor – Presentation of Draft 2024 Audited Financial Statements – Murray Smith & Debbie MacKinnon (via Zoom)

**Draft statements presented at Meeting*

Recommendation: THAT Council accept the draft 2024 Audited Financial Statements as presented subject to any substantial changes made post presentation and prior to Mayor and CAO signatures of final document.

4. STAFF REPORTS

- a. 2024 Annual Report – T. Buchanan, Corporate Officer

Recommendation: THAT Council accept the 2024 Annual Report as presented.

- b. Department Updates – Department Heads

**submitted for information*

- c. Dissolution of Legislated Recreation Committee and Establishment of New Recreation Working Group Committee – J. Mosdell, Deputy Corporate Officer

Recommendations:

- 1. THAT Council formally dissolve the current legislated Recreation Committee established under Section 141 of the Community Charter; and***
- 2. THAT Council adopt the 2026 Terms of Reference for the new Recreation Working Group Committee as presented and appoint Councillor Lodge (Chair), Councillor Mosdell, Glenda Feller, and Jen Crosman as members to the new Working Group Committee; and***
- 3. THAT Council approve the Committee to apply to operate an independent bank account for day-to-day event and operational matters pertaining to the approved, annual Recreation Budget set by Council during the annual budget process.***

- d. Strategic Plan 2026-2028 – D. Drexler, CAO
Recommendation: THAT Council adopts the Strategic Plan 2026-2028 as attached.
- e. 2026-2030 Financial Plan Workshop and Meeting Schedule – D. Drexler, CAO
**submitted for information*
- f. Barriere Chamber of Commerce Civic Partnerships – D. Drexler, CAO
**submitted for information*

5. BYLAWS and POLICIES

- a. Revenue Anticipation Borrowing Bylaw No. 262 – adoption – K. Abel, CFO
Recommendation: THAT Council adopt Revenue Anticipation Borrowing Bylaw No. 262.
- b. Revenue Anticipation Bylaw No. 263 – adoption – K. Abel, CFO
Recommendation: THAT Council adopt Revenue Anticipation Bylaw No. 263.
- c. Street Lighting Utility Billing Service Repeal Bylaw No. 264 – adoption - D. Drexler, CAO
**w/attached staff report*
Recommendation: THAT Council adopt Street Lighting Utility Billing Service Repeal Bylaw No. 264.
- d. Water Regulations Bylaw No. 265 – adoption – D. Drexler, CAO
**w/attached staff report*
Recommendation: THAT Council adopt Water Regulations Bylaw No. 265.
- e. DRAFT Solid Waste Collection Regulations Bylaw No. 266 – 1st, 2nd & 3rd readings – T. Buchanan, Corporate Officer
**w/attachments*
Recommendation: THAT Council gives first three readings to Solid Waste Collection Regulations Bylaw No. 266
- f. DRAFT Business License Bylaw No. 267 – 1st, 2nd & 3rd readings – T. Buchanan, Corporate Officer
**w/attachments*
Recommendation: THAT Council gives first three readings to Business License Bylaw No. 267

6. CORRESPONDENCE

- a. For Information
- b. For Action
 - i. TNRD re: Request to Municipalities in the TNRD Region write a letter to the Minister of Emergency Management and Climate Readiness advocating for small and rural fire departments
 - ii. Barriere Trails Society re: Grant Request in the amount of \$500 – H. Waldron

7. COUNCIL REPORTS

8. MAYOR'S REPORT

9. PUBLIC INQUIRIES

10. NOTICE OF MOTION

11. CONVENE INTO CLOSED SESSION

Pursuant to Sections 90(1)(a)(c)(e) of the Community Charter, that the public interest requires that persons other than Council Members and required staff be excluded from the meeting and that Council continues the meeting in closed session to discuss confidential matters.

12. RECONVENE OPEN MEETING

13. BUSINESS ARISING FROM CLOSED SESSION *(if required)*

14. NEXT MEETING – *Regular Council Meeting – January 12, 2026 @ 5:30pm*

15. ADJOURNMENT

DISTRICT OF BARRIERE
MINUTES OF A REGULAR COUNCIL MEETING

Held on Monday, November 17, 2025 at 5:30pm in the Council Chambers at Municipal Hall
4936 Barriere Town Road, Barriere, B.C.

*"We acknowledge and respect the indigenous peoples of Simpcw First Nation
within whose traditional lands we are meeting today."*

Present: Mayor Rob Kerslake
Councillor Judy Armstrong Councillor Scott Kershaw
Councillor Donna Kibble Councillor Louise Lodge
Councillor Brody Mosdell Councillor Colin McInnis – *absent*

Staff: Daniel Drexler, Chief Administrative Officer
Tasha Buchanan, Corporate Officer
Kathy Abel, Chief Finance Officer
Chris Matthews, Public Works Manager
Jamie Mosdell, Deputy Corporate Officer

Mayor Kerslake called the meeting to order at 5:30pm

1. ADOPTION OF AGENDA

Moved by Councillor Lodge
Seconded by Councillor Kibble
That Council approve the November 17, 2025, Regular Council Meeting Agenda.

CARRIED

2. ADOPTION OF MINUTES

- a. Moved by Councillor Lodge
Seconded by Councillor Mosdell
That Council adopt the minutes of the October 27, 2025, Regular Council Meeting.

CARRIED

3. PETITIONS, DELEGATIONS AND SPECIAL PRESENTATIONS – *none scheduled*.

4. STAFF REPORTS

- a. Department Updates – Department Heads
**submitted for information*

Council was provided a verbal overview of the written report.

- b. DRAFT 2026 Regular Council Meeting & Acting Mayor Schedules – T. Buchanan, CO

Moved by Councillor Lodge
Seconded by Councillor Armstrong
That Council approve the 2026 Regular Council Meeting & 2026 Acting Mayor
Schedule as presented.

CARRIED

c. TNRD Fire Services Agreement – D. Drexler, CAO

An overview of the written report was provided to Council. A summary of the key updates included in the new Fire Services Agreement with the TNRD were noted as follows:

- ❖ Gender-neutral and legal language updated
- ❖ 25% year-over-year funding increase through 2029
- ❖ Greater flexibility for cost and service adjustments
- ❖ CAO-level authority for operational efficiency
- ❖ Explicit inclusion of nuisance call response
- ❖ Simplified insurance documentation (Schedule D removed)
- ❖ New dispute resolution and force majeure clauses
- ❖ Improved mapping and Fire Chief authority provisions

Moved by Councillor Lodge

Seconded by Councillor Kershaw

That Council authorize the Mayor and CAO to execute the new Structure Fire Protection Service Agreement (Contract No. 2025-016) between the District of Barriere and the Thompson-Nicola Regional District (TNRD) for the provision of fire protection services within the Electoral Area “O” (Lower North Thompson) Fire Protection Service Area as presented for a five year term starting January 1, 2025.

CARRIED

5. BYLAWS and POLICIES

- a. DRAFT Revenue Anticipation Borrowing Bylaw No. 262 – 1st, 2nd & 3rd readings – K. Abel, CFO
**w/attachments*

A summary of the annual bylaw was provided and Council was reminded that the two Revenue Anticipation Bylaws within this agenda (No. 262 and No.263) must be adopted annually in order for a local government to borrow funds to cover operational expenses when needed in the anticipation of expected revenue through other sources.

Moved by Councillor Lodge

Seconded by Councillor Armstrong

THAT Council gives first three readings to Revenue Anticipation Borrowing Bylaw No. 262.

CARRIED

- b. DRAFT Revenue Anticipation Bylaw No. 263 – 1st, 2nd & 3rd readings – K. Abel, CFO
**w/attachments*

Moved by Councillor Lodge

Seconded by Councillor Armstrong

THAT Council gives first three readings to Revenue Anticipation Bylaw No. 263.

CARRIED

- c. DRAFT Street Lighting Utility Billing Service Repeal Bylaw No. 264 – 1st, 2nd & 3rd readings - D. Drexler, CAO
**w/attached staff report*

It was noted that communication to the public regarding this change is important, including ensuring that the information is as easy to understand as possible with the suggestion of including info-graphic messaging.

Moved by Councillor Lodge

Seconded by Councillor Mosdell

THAT Council gives first three readings to Street Lighting Utility Billing Service Repeal Bylaw No. 264.

CARRIED

- d. DRAFT Water Regulations Bylaw No. 265 – 1st, 2nd, & 3rd readings – D. Drexler, CAO
**w/attached staff report*

As an identified task in Council's Strategic Plan, an updated draft Water Regulations Bylaw was presented for consideration. The update focused on a number of items to better align including:

- Restricting development of new private wells on residential properties smaller than one acre in size and for agricultural purposes only.
- Transitioning to mobile home park owners being the customer of water service accounts instead of individual mobile homes.
- Added clarity that staff are authorized to disconnect or temporarily suspend water service in certain circumstances, including repairs.
- Watering scheduling changes of stages to better align with Provincial drought stages and legislation.

Moved by Mayor Kerslake

Seconded by Councillor Kershaw

THAT Council gives first three readings to Water Regulations Bylaw No. 265.

CARRIED

6. CORRESPONDENCE

- a. For Information

- b. For Action

- i. Barriere Trails Society re: Request to extend CRA Flow Through Agreement

Moved by Councillor Lodge

Seconded by Councillor Kibble

That Council approve the Barriere Trails Society's request to extend their CRA Flow Through Agreement with the District for another year to the end of 2026.

CARRIED

7. COUNCIL REPORTS

- a. Councillor Armstrong provided a verbal update on the following:
 - Attended the Fire Association's Pig Roast Fundraiser on November 8th
 - Santa's Elves Workshop is being hosted in the old Chamber Building this year.
 - Fire Department provided an education session to the After School Program
 - Attended the Remembrance Day Ceremony at the Legion
 - Participated in the Strategic Planning Sessions
- b. Councillor Kershaw provided a verbal update on the following:
 - Attended the Remembrance Day ceremony in Chu Chua
 - Participated in the Strategic Planning Sessions
 - Attended the OCP Public Open House
- c. Councillor Kibble provided a verbal update on the following:
 - Participated in a Barriere Food Bank Board Meeting
 - Participated in the Strategic Planning Sessions
 - Attended the OCP Public Open House
- d. Councillor Lodge provided a verbal update on the following:
 - Attended the OCP Public Open House
 - Participated in the Strategic Planning Sessions
 - Attended the Fire Association's Pig Roast Fundraiser on November 8th
 - Attended the Remembrance Day Ceremony at the Legion
 - Attended the Simpcw Flag Raising Ceremony at the RCMP Detachment on behalf of the Mayor on October 27th.
 - Participated in a North Thompson Communities Foundation Meeting
 - Chaired a Rec Committee Meeting on October 28th. The Committee is seeking volunteers for this year's Winterfest scheduled for December 14th.
 - The Rec Committee is proposing to fold the Committee as a Committee of Council and move to a Working Committee with a "Terms of Reference" and its own bank account. Council funds for the Recreation department would still be a request of the Committee and approved by Council during the annual budget process. A formal report will be presented to Council at the next Council meeting.
- e. Councillor Mosdell provided a verbal update on the following:
 - Attended the OCP Public Open House on November 8th
 - Participated in the Strategic Planning Sessions

8. MAYOR'S REPORT

The Mayor provided a verbal update on the following:

- October 28th – Met with TNRD staff with the Districts CAO, Corporate Officer, & CFO

- Telus Fibre Optics is coming to Barriere! Project is expected to be completed by this time next year. A press release has been drafted and is awaiting approval from Telus prior to distribution.
 - The CAO added that it may be an opportune time to request Telus extend the new service to the LCIP and residential homes within Louis Creek. Letters of Support will be asked for from TNRD Area 'O' and Simpcw First Nation for this extension. In addition, it was noted that Barriere's cell coverage is being looked at to repair and enhance should Council be amenable to this request.

Moved by Councillor Lodge

Seconded by Councillor Armstrong

THAT the District request that Telus extend the planned FibreConnect service area in Barriere to include areas within the Louis Creek Industrial Park, along with the TNRD Louis Creek Eco-Depot, the community of Louis Creek and Simpcw IR4; and THAT the District request that Telus pursue additional cell coverage enhancements through solutions such as Micro-Cells.

CARRIED

- Attended two TNRD Meetings on November 5th & 6th. Presented a motion at that meeting that was passed requesting an operational review of solid waste hours, days, and fees with the goal of reducing the \$30k requisition increases the organization is facing in 2026.
- Attended the OCP Refresh Public Open House on November 8th.
- Provided training to staff on changing the roof top units at the BBC.
- Attended a LNTCFS Board meeting on Oct. 9th.
- Attended the BSS Remembrance Day ceremony and addressed the assembly.
- Attended the Remembrance Day ceremony at the Legion.
- Attended a SILGA sponsored seminar on municipal budgeting in Kamloops on November 14th.
- In consultation with Council, drafted a letter to the Minister of Indigenous Affairs and Reconciliation requesting clarification of the land claim issue.
- At the request of young Trick or Treaters at the door on Halloween, promised to "look into" making it Christmas all year long in the District of Barriere which brought a chuckle from Council, staff and the public in attendance.

9. PUBLIC INQUIRIES – none presented

10. NOTICE OF MOTION – none presented

11. CONVENE INTO CLOSED SESSION

Moved by Councillor Lodge

Seconded by Councillor Armstrong

Pursuant to Sections 90(1)(c)(e) of the Community Charter, that the public interest requires that persons other than Council Members and required staff be excluded from the meeting and that Council continues the meeting in closed session to discuss confidential matters at 6:25p.m.

CARRIED

12. **RECONVENE OPEN MEETING** - *the meeting reconvened into open session at 8:45p.m.*

13. **NEXT MEETING** – *Regular Council Meeting – December 15, 2025 @ 5:30pm*

14. **ADJOURNMENT**

Moved by Councillor Lodge that the meeting adjourn at 8:46p.m.

CARRIED

Mayor Rob Kerslake

T. Buchanan, Corporate Officer

DISTRICT OF BARRIERE

2024 ANNUAL REPORT



Introduction to the 2024 Annual Report

Section 98 of the *Community Charter* requires the District of Barriere to prepare an annual report regarding financial and operational information.

This annual report includes a progress report respecting the previous year in relation to objectives and measures established for that year. The report also sets out current and future year objectives and measures. This results in a rolling three, and as of the new term of Council in 2022, now four-year reporting cycle for identifying our achievement of objectives for the previous year, and then setting objectives and measures for the current and following year.

Section 99 of the *Community Charter* requires that the Municipal Council annually consider, at a council meeting or other public meeting, the municipal annual report and any submissions or questions from the public.

We would like to “thank you” in advance for taking the time to review the District of Barriere’s 2024 Annual Report. Comments and feedback regarding this report or any other items that pertain to the District of Barriere are welcomed and encouraged and may be directed to our Administration or Finance Departments by calling 250.672.9751 or by email to inquiry@barriere.ca.



2024 Annual Report
January 1 to December 31, 2024

This document was prepared by the Corporate Services Department, with departmental information provided by each Department Head.

Photos courtesy of members of staff

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COMMUNITY OVERVIEW



Barriere, British Columbia is a growing, friendly and affordable community that currently boasts 1763 residents who enjoy an urban yet rural lifestyle. Located on the Yellowhead Highway, just 45 minutes north of Kamloops, BC, Barriere became a District Municipality on December 4, 2007. Barriere Council consists of the Mayor and six (6) Councillors. Local Government elections are held every four years. A new Council was elected on October 20, 2022 and their four-year term will come to an end in October of 2026 at the next election.

Recreational opportunities are plentiful for enthusiasts of many activities including great fishing, spectacular hiking, canoeing and cross-country skiing. Downhill skiing is very close at Sun Peaks Resort south of Barriere. Gentle walking and cycling trails are accessible from the town centre. Fadedear park is now home to a Splash Pad, a long-awaited skate park and updates have been done to the District's Multi-Purpose Court which include the construction of a new warming hut. The North Thompson Fall Fair and Rodeo Association (NTFFRA) has been held in the Barriere area every Labour Day weekend since 1950.

The overall content and success of the Fair is fueled by hundreds of volunteer hours logged all year round to make this the largest single event in the North Thompson Valley. Recent statistics reveal almost 10,000 visitors over the three-day affair.

DISTRICT OF BARRIERE COMMUNITY VISION, MISSION & VALUE STATEMENTS

Vision:

To be an inclusive, sustainable, and proud rural community with a progressive economy that provides purposeful services and a vibrant lifestyle.

Mission:

To provide municipal services that meet the growing needs and enrich the quality of life within our community.

Values:

- ✓ *Conducting the business of the community with integrity, accountability and transparency.*
- ✓ *Inclusive and welcoming to raise a family where everyone wants to live, work and play in a safe active lifestyle.*
- ✓ *Strong, accepting and friendly rural community where families live and grow together.*
- ✓ *A location that provides purposeful services that meet the needs of residents and business.*
- ✓ *Excellence in community involvement with events and activities for all ages.*
- ✓ *Supportive community that provides a vibrant lifestyle that enhances both our quality of life and wellbeing for families and residents.*
- ✓ *Leadership in rural community lifestyle by showcasing our resilience, engagement and achievements together.*
- ✓ *Stand on our own as an emerging vibrant community as an Independent sustainable rural community,*
- ✓ *Protecting our families and residents to the highest possible level.*
- ✓ *Embraces change while respecting our natural environment, rich traditional heritage and recognize that families want a healthy balanced lifestyle and prosperous economy.*



MESSAGE

FROM THE ACTING MAYOR

Hello Barriere, from the District of Barriere Council

It's clear 2024 has been a very busy and productive time for our community. It has also marked some significant changes within our organization.

We welcomed a new Chief Administrative Officer, and we are fortunate to have such a strong and dedicated team across all departments—their commitment to serving Barriere is truly remarkable.

Your Council continues to advocate strongly on your behalf—for better healthcare services, improved highway safety, stronger communication from BC Hydro, and for filling service gaps with Telus.

We also were successful in a grant application to begin a new Wastewater Treatment Plant project and welcomed new businesses to the Louis Creek Industrial Park. Simpcw Resource Group completed the Teniye Market and has plans for future expansion.

Another long-time goal was realized with the creation of the Barriere Business Centre, a project many years in the making. We're also pleased to welcome Taseko Mines as one of the primary tenants in this new space.

Work has also begun on refreshing our Official Community Plan (OCP), which will wrap up by the end of 2025. This will help guide future growth and ensure our community continues to develop in a way that reflects our shared vision and values.

I am proud of the progress we've made together. Council and our dedicated staff will continue working hard to deliver the outcomes that our residents and businesses deserve.

Through collaboration, determination, and community spirit, we will continue making Barriere one of the very best places to live.

Rob Kerstake

Acting Mayor, District of Barriere

DISTRICT OF BARRIERE

Council



*L-R: Councillor Colin McInnis,
Councillor Louise Lodge,
Councillor Donna Kibble,
Councillor Rob Kerslake,
Councillor Scott Kershaw,
Councillor Judy Armstrong*

FRONT: Mayor Ward Stamer

Our citizens are represented by an elected Council consisting of the Mayor and six Councillors. Council also meets to discuss civic matters in a more informal Committee structure. Members of the public join Council representatives on other Select Committees, as well.

Regular Council meetings are normally held at the District office at 7:00 pm on the first and third Monday of each month, unless otherwise advised. Committee meetings are held throughout the year as needed. Due to Provincial Health Orders & Guidelines, the District of Barriere Council, along with most local governments, began hosting their meeting electronically via audio-conference in 2020/2021. Council used funds received from the Provincial Government which was provided to help offset costs in managing operations as part of its Communicable Disease Prevention Plan, to purchase audio-visual equipment to permit hybrid participation and live streaming. This equipment has been installed, and all public meetings are now live streamed.

Mayor Ward Stamer resigned on October 21, 2024, following his successful election as the Member of the Legislative Assembly (MLA) for Kamloops-North Thompson. Councillor Rob Kerslake was then appointed Acting Mayor until a by-election is held in 2025.

Please visit www.barriere.ca for up to date meeting agendas, minutes and to access the live-stream meeting links.



COMMITTEES OF COUNCIL

Committee of the Whole – *Standing Committee*

A Committee of the Whole (C.O.W) comprises all members of Council. At the beginning of 2013, Council delegated administrative power to the Committee of the Whole, meaning, decisions made during its meetings would no longer require being reported back to Council for final approval.

Either the Mayor or the Acting Mayor of the month in which the Committee of the Whole Meeting is to be held, may preside as Chair. No Bylaws can be formally read or adopted in Committee of the Whole (C.O.W).

Recreation Committee – *Standing Committee*

Chair: Councillor Louise Lodge

Members: Councillor Judy Armstrong, Councillor Colin McInnis, Councillor Donna Kibble, Jen Crosman, Glenda Feller

Staff Liaison: Jamie Mosdell

Wellhead Protection Committee – *Select Committee*

Chair: Mayor Stamer

Members: Chris Matthews, Jim Warman, David Thomson, Doug Borrill, CAO



2024 Parks & Recreation Department Overview



New Warming Hut



Exercise Equipment



Splash Pad & Park View



Barriere Skate Park



Ballfields



Wildfire Monument

Parks

Department Overview

The Parks Department is largely seasonal, with up to three crew members during peak season. Much of their time is dedicated to the weekly mowing and maintenance of approximately 30 acres of parkland and public spaces, but the team also carries out a wide variety of other responsibilities.

These include the spring start-up and winterization of the community's irrigation systems, splash pad, concession, and public washrooms. There are also various cemetery related duties, roadside vegetation control, and the upkeep of 64 flower beds and planters. Regular duties extend to the care of the ball fields, community garden, bike park, skate park, multi-use court and warming hut, playgrounds, dog park, bandshell, and restored wildfire monument, as well as noxious weed management and general park infrastructure upkeep.

In 2024, Parks staff focused on enhancing community landscaping and planting additional trees throughout Barriere, supporting the District's commitment to greener, more welcoming public spaces.

Wastewater Department Overview

The District of Barriere is responsible for three Wastewater Treatment Facilities:

1. The “Clary Developments Wastewater Treatment Facility” (Siska) which is a Small Wastewater System that treats roughly 4,500L/day of domestic wastewater in a small area in the North/West part of Barriere.
2. The “Barriere Acres Sewer System” (Riverwalk) which is a Class II Facility, treating roughly 5,000L of domestic wastewater for a group of homes in the North section of Spruce Cr. and Birch Ln.
3. The “District of Barriere Downtown Wastewater System” (previously known as “SAWRC”) is our main downtown wastewater treatment plant and is a Class II Facility that currently processes around 110,000L/day of municipal wastewater.

The downtown facility performed relatively well in 2024 utilizing a conventional activated sludge treatment process. Effluent quality has been better and more consistent in contrast to what the Solar Aquatics system had produced in the past. However, the system still lacks true stability and requires a significant amount of labor to maintain good quality and consistent wastewater treatment. The District has been awarded grant funding and has initiated preliminary steps to construct a more capable and reliable treatment system within a District owned lot off Kamloops Street.

Overall, 2024 was a positive year for wastewater. Each facility was able to achieve acceptable effluent quality results and are currently on track for another good year in 2025.

2024 – Wastewater Department



2024 Administrative Activities & Highlights

Council Highlights

20 Regular Council meetings were held
2 Special Council meetings were held
10 Committee meetings were held
3 Public Budget Discussion meetings were held
0 Public Hearings were conducted
0 Development Variance Permits (DVP) were submitted.
3 Board of Variance Applications (BOV's) were submitted.
2 Development Permit Application were submitted
4 Subdivision Applications were submitted
2 Rezoning Applications were submitted
12 Bylaws were passed
36 Bylaw complaint files were opened & responded to.

Plans and Grant Applications

The following list shows the status of studies/plans and grants that have been applied for in 2024:

Grants

1. UBCM Community Works Fund
2. BC Fairs, Festivals and Events
3. BC Hydro Community ReGreening
4. Canadian Heritage – Canada Day
5. CEPF Flood Mitigation
6. ETSI Building Economic Development
7. Infrastructure Planning re: LCIP & Bulk Water
8. Interior Savings re: BBC Boardroom
9. LGDAP Development
10. REDIP re: Hwy 5 Wastewater
11. CEPF Fire Departments Equipment

Status

Successful
Successful
Successful
Successful
Successful
Successful
Successful
Successful
Successful
Unsuccessful
Successful



Just a few of the trees that were planted with funds received from the BC Hydro Community ReGreening Grant



The Barriere Business Centre was officially opened in 2024, providing new office and meeting space to support local entrepreneurs, small businesses, and community partners. A ribbon-cutting ceremony marked this exciting addition to Barriere's growing commercial hub.



On January 1, 2024, Bob Payette resigned as CAO in order to relocate closer to family. Corporate Officer, Tasha Buchanan, served as Acting CAO until June 10th, 2024 when Council formally appointed **Daniel Drexler** as Chief Administrative Officer (CAO). Mr. Drexler relocated from his previous position as Corporate Officer for the City of Grand Forks.



Mayor Ward Stamer Resigns – Elected MLA for Kamloops North Thompson

District of Barriere
P.O. Box 219
Barriere, BC V0E-1E0

October 21, 2024

Attention: District of Barriere Council



RE: Resignation as Mayor of the District of Barriere

It is with mixed emotion that I inform Council, and the residents of Barriere, that as of today's date, I am officially tendering my resignation from Council as Mayor of the District of Barriere following my successful election in the Provincial MLA candidacy for the Kamloops North Thompson on October 20, 2024.

As you know, I have been on formal leave from Council since September 3, 2024 during the Provincial campaign period. I would like to express my sincere appreciation to Council for granting me this leave, and to Councillor Kerslake for graciously stepping in as Acting Mayor during this time period.

I have been humbled and honored in serving the residents of Barriere since being elected as part of Barriere's first municipal Council in 2007. Working with each Council and with all District staff, both past and present, has been especially rewarding over these past seventeen (17) years. That said, I am excited to embark on this new journey in representing not only the residents of this community that I am so thankful to call home, but to everyone living, working and visiting in the beautiful North Thompson.

I will continue to work hard in supporting and representing Barriere's best interests as your MLA and I wish each of my colleagues and friends, both on Council and staff, all the best as you continue to serve our community.

To each one of you - thank you for your support,

Ward Stamer

Ward Stamer
MLA for the Kamloops North Thompson

Ward Stamer served as the Chairman of the Barriere Improvement District from 2001 to 2007 and was elected to Barriere's first Council as a Councillor after incorporation in December 2007. He was then elected as Mayor in 2018 and acclaimed in 2022.

On October 19th, 2024, Ward Stamer was officially Elected as MLA for the Kamloops North Thompson and subsequently resigned as Mayor of the District of Barriere. Councillor Rob Kerslake was appointed "Acting Mayor" for the District of Barriere until a local bi-election was called.

The local bi-election is expected to be declared in January of 2025 with the voting for a new Mayor to take place in March.

"The District of Barriere recognizes Ward Stamer's dedication to his community serving on Council for seventeen (17) years and the hard work he exhibited in his efforts to make Barriere a place where people, business and sense of community will thrive and grow, will forever leave large indelible footprints for future community leaders."



Water Utility

Monthly & Annual Water Usage

Month	2024 PW1	2024 DW2	2024 DW3	2023 PW1	2023 DW2	2023 DW3
January	270	12090	13169	455	11611	11350
February	261	15773	15697	460	10665	10434
March	218	22655	10899	435	12281	12458
April	541	12866	13072	335	16512	17139
May	237	19002	23695	380	20342	23788
June	269	19911	25363	634	22296	36172
July	2016	25981	38358	3369	19665	49066
August	3038	24134	30717	1498	22637	40969
September	167	17479	21405	484	19751	2192
October	370	12725	12454	263	12356	12398
November	268	10770	11114	300	10821	10163
December	292	12178	12371	292	10711	10578

Total Annual Water Consumption 2024 = 441,825 m³

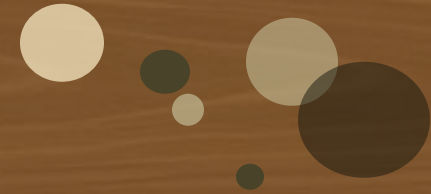
Barriere- Average Consumption per person, per day (pop.1,932) in 2024: 0.63 m³ / 179.6 US Gallons

*Clearwater Annual 2024 Water Consumption Total -1,325,680 m³ (pop. 2,491)

*Logan Lake Annual 2024 Water Consumption Total - 387,399 m³ (pop. 2,327)

Building Inspection Department

Permit Statistics



	2021	2022	2023	2024
Barriere: Total Permits Issued	54	55	34	32
Construction Value	\$3,999,000	\$3,831,000	\$2,675,000	\$1,775,715
Clearwater: Total Permits Issued	40	20	19	29
Construction Value	\$12,893,500	\$4,075,000	\$1,724,548	\$6,304,111
Logan Lake: Total Permits Issued	13	15	11	11
Construction Value	\$2,564,700	\$2,605,000	\$2,721,000	\$2,814,000



Building Inspector, Scott Abel.
Scott also serves as a
volunteer firefighter for
Barriere Fire Rescue

Solid Waste and Recycling Collection

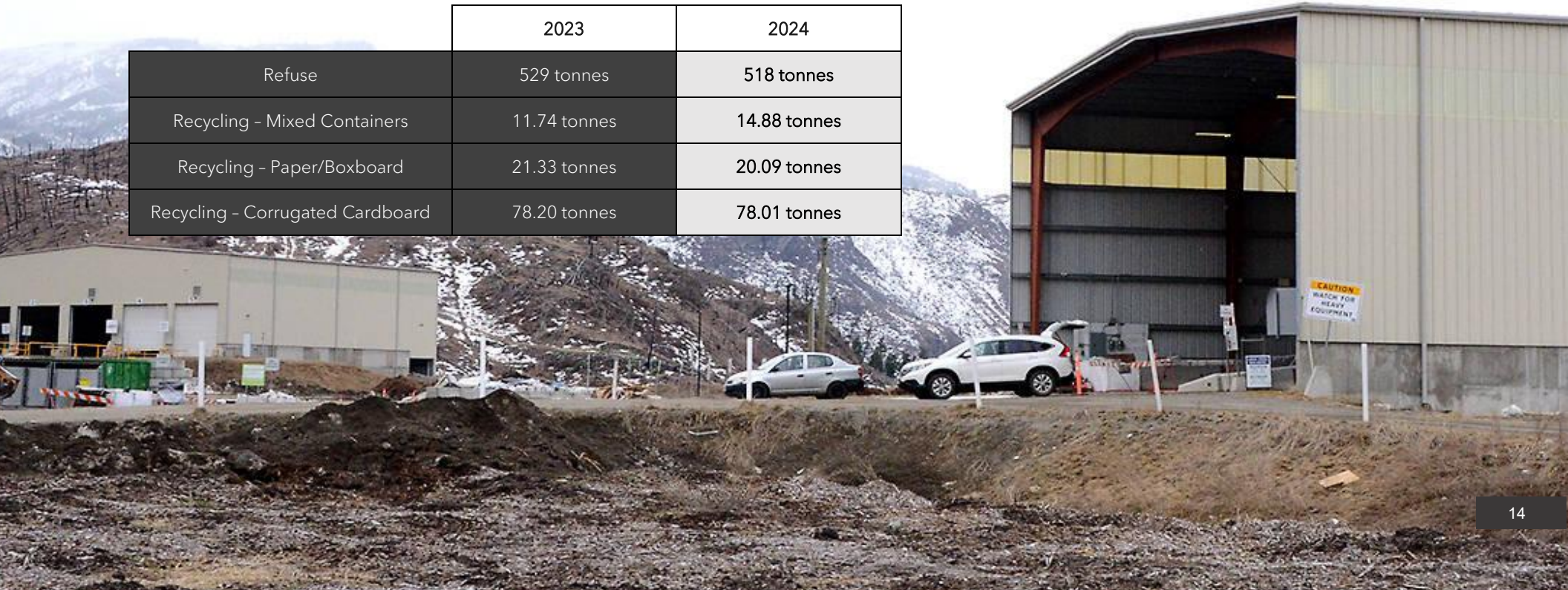
The District of Barriere is committed to our environment and is proud to have been the second community in the area to implement a curbside recycling program. We offer the following services and products to our community members:

- Weekly curbside solid waste removal
- Weekly curbside recycling pick-up
- Household battery recycling
- Household composters (\$25 to purchase at the TNRD Eco Depot - minus the 50% subsidy from the District of Barriere)



In April of 2013, the Thompson Nicola Regional District closed the Barriere Landfill, indefinitely, and opened the Louis Creek Eco Depot located on Agate Bay Road. Household refuse is collected curbside and brought to the facility with a tipping fee of \$90 per tonne. Residential recycling is also curbside through the District's contract with Recycle BC. Residents sort their recycling into two categories: "Paper & Boxboard Products" and "Container (Plastic & Tin) Products". Each category is collected on an alternating week basis from the clear recycling tote provided at no cost to each household in June of 2020. Additional totes can be purchased through the District, at cost, for \$17.99. In 2022, Council approved a compost incentive program by providing a 50% rebate on the cost of a TNRD composter. Residents of the District of Barriere can purchase a composter for ½ price at the District Office and show their receipt at the Eco Depot when collecting their composter. Corrugated cardboard became a "Mandatory Recyclable" item by the TNRD in March 2023 and is no longer accepted in residential garbage. The District of Barriere planned a free residential yard waste collection event in partnership with the TNRD to take place in the fall of 2024.

	2023	2024
Refuse	529 tonnes	518 tonnes
Recycling - Mixed Containers	11.74 tonnes	14.88 tonnes
Recycling - Paper/Boxboard	21.33 tonnes	20.09 tonnes
Recycling - Corrugated Cardboard	78.20 tonnes	78.01 tonnes



2024 Administrative Activities & Highlights

Climate Action Charter

Greenhouse Gas (GHG) Emission Reduction

In 2007, the Provincial Government passed Bill 44- the *Greenhouse Gas Reduction Targets Act*- thereby committing the Province to reduce GHG emissions by 33% below 2007 levels by the year 2020 and 80% below 2007 levels by the year 2050. In order to help achieve this commitment, the Province enacted the Local Government (*Green Communities*) *Statuses Amendment Act* ("Bill 27"). Under this legislation and Section 877(3) of the Local Government Act, Official Community Plans are now required to include targets for the reduction of GHG emissions as well as policies and actions to support the reduction targets.

As signatory to the BC Climate Action Charter, the District of Barriere has voluntarily agreed to develop strategies and take actions to achieve the following goals:

- being carbon neutral in respect of corporate operations by 2012
- measuring and reporting on the community's GHG emissions profile; and
- creating complete, compact, and more energy efficient community

Targets

The Province is providing each local government with a Community Energy & Emissions Inventory (CEEI) report to track and report annual community-wide energy consumption and GHG emissions. Reducing transportation emissions is a challenge in rural communities therefore additional Provincial and Federal Government policies, actions and initiatives will be needed to support the community-wide GHG reduction targets set by the District.

Recognizing the challenges of reducing GHG emissions in rural communities, the District of Barriere sets the following community-wide GHG reduction targets:

- **10% by 2020 from 2007 levels**
- **33% by 2050 from 2007 levels**

We look forward to working with our community members on these initiatives and hope that by our pledging to the Charter, our residents will be inspired to do their part for the environment as well.

Each year, we are required to audit and report our advancements towards this goal. The Provincial Government provides a rebate to each community involved in the amount of 100 per cent of the carbon costs incurred on fuel purchases. The District of Barriere received a Climate Action Revenue Incentive grant in the amount of \$1,656.00 for such purchases.

For more information on the Climate Action Charter, please visit www.cd.gov.bc.ca

2024 – Community Events



Halloween
Fireworks
Courtesy of
Barriere Fire
Rescue



2nd Annual Winterfest!



Welcome
Summer Block
Party



Canada Day

Recreation Committee
Float in the Fall Fair
Parade



Bandshell Upgrades include a projector & screen and new sound equipment



2024 was a standout year for community events with the District of Barriere Recreation Committee continuing to build on its momentum by offering new experiences while supporting long-standing community favourites.

The year began with Barriere's annual Family Fun Night, held the Sunday before BC's Family Day. This popular event once again supported the NTACS After School Program through its fundraising component.

Building on the momentum from 2023's ParticipACTION win, the Committee used the \$15,000 prize to purchase a projector, screen, and sound equipment for the Bandshell. This investment expanded Bandshell Fridays to include both live music and "Movies in the Park" throughout the summer.

The new equipment made its debut at Barriere's first Welcome Summer Block Party—a full afternoon community celebration that transformed Fadear Park into a lively hub of activity. The event featured an afternoon of live music, the community's first-ever beer gardens in the park, a bustling vendor market, Kids Zone, Show 'n Shine, and a wide selection of local food trucks. The event was a huge success and is expected to become a new annual tradition.

Barriere's Canada Day Celebration returned with its traditional mix of music, hot dogs, games, cupcakes, and prizes, while other annual favourites including the North Thompson Fall Fair & Rodeo, Father's Day Fishing Derby, Barriere Blooms Contest, Terry Fox Run, Worldwide Paint-out, & more all resumed their annual event & programming.

Department Overview

Once again, this year was an extremely busy year for the water department that consists of three full-time staff.

In addition to the standard, daily water sample testing that takes an average of 1.5hrs to complete, 52 water samples were sent to an accredited laboratory for Interior Health testing; all coming back in full compliance.

Staff continue to perform watermain flushing annually to prevent any buildup in our supply lines.

Water conservation remains a priority for the District of Barriere and to encourage this goal, changes to the fee structure were initiated in 2021.

Finding and repairing leaks in the community system remains an ongoing priority to the water department. A number of repairs were successfully made in 2024.



Louis Creek Reservoir



Community Water Backup Generator



LCIP Water System



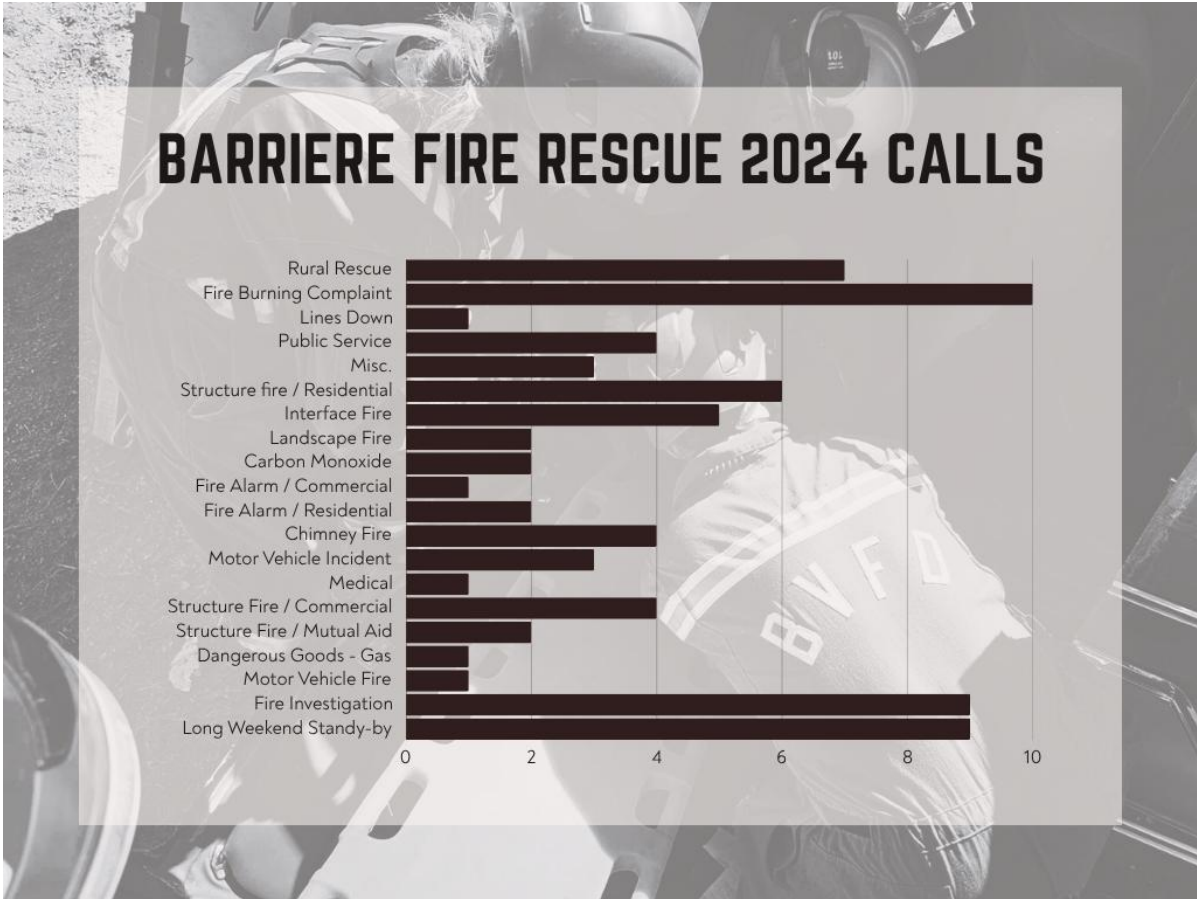
2024 – Barriere Volunteer Fire Rescue

The Fire Department consists of a Fire Chief, Deputy Chief, Assistant Deputy Chief, Captains, Safety Officer, Training Officer and approximately eighteen (18) firefighters.

Fire Chief Ashley Wohlgemuth retired on September 9, 2024, after 26 years of service. Her leadership and dedication have left a lasting impact on the department and community alike. Alexis Hovenkamp was awarded the role of Fire Chief on the interim on September 9th and accepted a full-time position to start in 2025. Deputy Chief Derek Ive retired from active duty but continues to support the department as the Administrative Assistant to the Fire Chief.

The Department is dedicated to offering the best equipment and training for the firefighters to ensure the safety of our residents and properties. The Department also provides Highway Rescue Service. The services area of the Fire Department includes a portion of the TNRD Electoral Area O. The Electoral Area pays approximately 35% of the Fire Department’s operating costs.

Volunteer firefighters are the heart of Barriere Fire Rescue. These men and women leave their families, jobs, and daily routines behind at a moment’s notice to respond to emergencies. Their role extends far beyond putting out fires—they provide emergency medical aid, assist in traffic accidents, respond to wildfires, and contribute to the community through public safety initiatives.



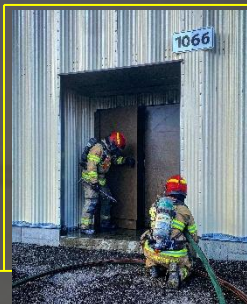
Barriere Volunteer Fire Department Overview

The year 2024 was one of growth, transition, and resilience for Barriere Fire Rescue. Our department continues to stand as a cornerstone of safety and service for the community, thanks to the tireless dedication of our volunteers and the strong support of the District of Barriere. With new certifications, important FireSmart initiatives, and a provincial wildfire deployment, 2024 highlighted just how vital volunteer fire departments are to small communities like ours.

The Department also services the North Thompson fire area in regard to Roads Rescue, rope rescue and livestock rescue assistance. For Roads Rescue incident calls dispatched to the department from outside of Barriere's jurisdictional boundary, the Province provides the Department with financial compensation.

In 2024, our members trained and responded in a wide variety of disciplines, including:

- **Highway Rescue & Vehicle Extrication** - responding to motor vehicle incidents and safely removing trapped occupants.
- **Large Animal Rescue** - training to assist farmers and ranchers when livestock or horses are in distress.
- **Swift Water Awareness** - ensuring preparedness for emergencies on rivers and waterways.
- **Low & Steep Angle Rescue** - responding to incidents in challenging or hazardous terrain.
- **Structure Fire Suppression** - protecting homes, businesses, and public infrastructure.
- **Wildland Fire Operations** - tackling fast-moving wildfires that threaten our community and region.



2024 Highlights:

- **NFPA 1001** - 3 members successfully completed their Full-Service Firefighter certification, achieving a nationally recognized standard of professionalism.
- **Engine Boss Training** - Hosted a course welcoming BCWS and 40 firefighters from all over BC
- **Western Canadian Rescue Symposium** - Two members attended
- **UBCM FireSmart funding** - The District was awarded this funding allowing for the hiring of a FireSmart Coordinator and initiation of a Community Wildfire Resiliency Plan.
- **Tender Deployment to Williams Lake** - Supported provincial wildfire response efforts.

Looking Ahead:

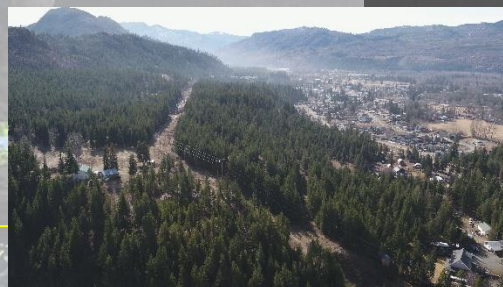
As we look to the future, Barriere Fire Rescue remains committed to serving with professionalism, compassion, and resilience. Our volunteers are continually enhancing their training, our community is taking proactive steps to reduce wildfire risk, and our department is embracing both tradition and innovation. Together, we will continue to build on the strong foundation laid in 2024.

2024 Highlights:

- **FireSmart Coordinator Hired** – A dedicated coordinator leads local initiatives, coordinates education and supports residents.
- **Community Wildfire Resiliency Plan initiated** – Providing long-term strategies and actions to reduce wildfire risk.
- **Community Engagement** – Present at numerous community events through the year with overwhelmingly positive feedback.
- **Awareness** – Increased information of wildfire risk and prevention which has build a foundation for long-term community safety.
- **Collaboration** – Strengthened relationships between residents, the Fire Department and local leadership.

Looking Ahead:

Building on the success of 2024, the FireSmart program will continue to expand outreach, complete the CWRP, and provide residents with tools and knowledge to protect their homes and properties. With continued funding and community support, Barriere is well on its way to becoming a model FireSmart community.



2024 FireSmart Program Overview

In 2024, the District of Barriere was fortunate to receive funding through the Union of BC Municipalities (UBCM) to support our community's wildfire resiliency. This funding enabled the launch of a dedicated FireSmart program designed to engage, educate, and protect our residents. With the increasing threat of wildfire across British Columbia, FireSmart principles are more important than ever, ensuring that communities like ours are prepared, proactive, and resilient in the face of wildfire risks.

Wildfire poses one of the most significant natural hazards to rural communities. As climate change continues to bring hotter, drier summers, the importance of adopting FireSmart principles has never been clearer. The program provides a framework for reducing wildfire risks around homes, properties, and critical infrastructure, while also strengthening community awareness and readiness. FireSmart focuses on prevention, mitigation, education, and collaboration—ensuring that wildfire resiliency is not just a fire department responsibility, but a shared community effort.

The FireSmart program is more than a set of projects—it is an investment in the safety, sustainability, and future of Barriere. Thanks to UBCM funding, the leadership of our FireSmart Coordinator, and the enthusiastic involvement of our residents, 2024 marked an important step forward in building a wildfire-resilient community.

Key Principles of FireSmart

The FireSmart program is built on seven core disciplines that together reduce wildfire risk:

1. **Education & Outreach** – Raising awareness about wildfire risks and how to reduce them.
2. **Vegetation & Fuel Management** – Reducing flammable materials in and around the community.
3. **Legislation & Planning** – Incorporating FireSmart into community planning and policies.
4. **Development Considerations** – Promoting FireSmart building practices and materials.
5. **Interagency Cooperation** – Building partnerships between local governments, First Nations, and fire services.
6. **Cross-Training** – Supporting knowledge-sharing and capacity building.
7. **Emergency Planning** – Ensuring the community is prepared for response and recovery.

Goals & Highlights

Fun Stats

Barriere has:

30 Acres of Green Space with
a Splashpad
a Skatepark
a Bandshell
a Multi-Purpose Court
2 Dog Parks
3 Playgrounds
4 Ball Diamonds &
1 Cemetery

30 Paved Roads
& 29 new trees were planted in 2024

RECREATION & PARKS

2024 Goals:

Item	Status
1. Rehab areas to regain mowable status	Ongoing
2. Reduce reliance on sub-contractors with equipment purchases	Ongoing
3. Create & Enhance Community Events at Bandshell	Ongoing
4. Replace old non-functioning sprinklers in Parks	Complete
5. Seek funding for Parks & Trail Master Planning	Ongoing
6. Continue to develop downtown trail network	In planning stage
7. Promote increase of rec & fitness programming for all ages	Ongoing
8. Complete Rental Policy Draft	In process



Goals & Highlights

RECREATION & PARKS 2025 Goals:

Item	Status
1. Rehab areas to regain mowable status	Ongoing
2. Reduce reliance on sub-contractors with equipment purchases	Ongoing
3. Create & Enhance Community Events at Bandshell	Ongoing
4. Continue to plant shade trees	Ongoing
5. Continue to develop downtown trail network	Ongoing
6. Promote increase of rec & fitness programming for all ages	Ongoing
7. Complete Rental Policy Draft	In process



Goals & Highlights

INFRASTRUCTURE 2024 Goals:

Item	Status	Comments
1. Complete Wastewater System Upgrades - Downtown Core	Funding Approved	In progress
2. Construct water & sewer upgrades south end of Barriere Town Road	Funding dependent	Scope and all alternatives considered
3. Install security fencing around critical water infrastructure locations	Budgeted	Completed
4. Plan for Bulk Water Station at LCIP	Funding Dependent	Grant approved for planning with TNRD
5. Continue to Develop Louis Creek Water System including new reservoir	Funding Approved	New reservoir commissioned
6. Continue to develop Asset Management Plan	Funding Dependent	
7. Develop Wastewater Feasibility Plan	Funding Dependent	
8. Plan for additional water source as community grows	Ongoing	Funding dependent

Goals & Highlights



INFRASTRUCTURE 2025 Goals:

Item	Status	Comments
Expand water & sewer infrastructure	In Progress	Scope and all alternatives considered
Plan for bulk water station at LCIP	Funding Approved	In progress
Develop asset management plan	Funding Dependent	
Develop wastewater regulations bylaw	In Progress	
Update waterworks bylaw	In Progress	
Implement SCADA system at all facilities	In Progress	

Goals & Highlights

ECONOMIC DEVELOPMENT & DIVERSIFICATION

2024 Goals:

Item	Status
1. Complete conversion of old HY Louie building to downtown business hub including leasable space.	Barriere Business Centre Completed
2. Promote tourism through the Lower North Thompson Tourism Society	Ongoing
3. Work with the Barriere and District Chamber of Commerce to retain existing businesses and to attract new businesses	Ongoing
4. Support numerous types of housing developments to help address the shortage for workers in the area	Complete
5. Engage & collaborate with Simpcw First Nation on mutually benefiting economic projects	Complete

2025 Goals:

Item	Status	Comments
1. Market old Chamber Building for potential development	Ongoing	Expression of Interest
2. Promote tourism through the Lower North Thompson Tourism Society	Ongoing	Sub-Regional contract in place
3. Work with the Barriere and District Chamber of Commerce to retain existing businesses and to attract new businesses	Ongoing	Contracted to manage BBC Building
4. Update Official Community Plan (OCP), Development Approvals Processes and Subdivision & Development Bylaws	Funding Approved	TRUE Consulting awarded contract to complete updates
5. Engage & collaborate with Simpcw First Nation on mutually benefiting economic projects	In Progress	MOU in final draft

126 Business Licenses were approved in 2024

Goals & Highlights

LIVABILITY

2024 Goals:

Item	Status
1. Support Healthy Living for All Ages	Ongoing
2. Become a green community	Ongoing
3. Community Cleanup & Beautification	Ongoing
4. Research alternative collection options to prepare for future Recycling Legislation Changes	In process
5. Explore Affordable Housing Funding Opportunities	Ongoing
6. Continue to work with North Thompson Activity Centre and other non-profits that provide healthy programming	Ongoing
7. Increase engagement with Simpcw First Nation to enhance trail & other recreation opportunities in the Valley	In progress

2025 Goals:

Item	Status
1. Support Healthy Living for All Ages	Ongoing
2. Become a green community	Ongoing
3. Community Cleanup & Beautification	Ongoing
4. Research alternative collection options to prepare for future Recycling Legislation Changes	In process
5. Explore Affordable Housing Funding Opportunities	Ongoing
6. Continue to work with North Thompson Activity Centre and other non-profits that provide healthy programming	Ongoing
7. Increase engagement with Simpcw First Nation to enhance trail & other recreation opportunities in the Valley	In progress

Goals & Highlights

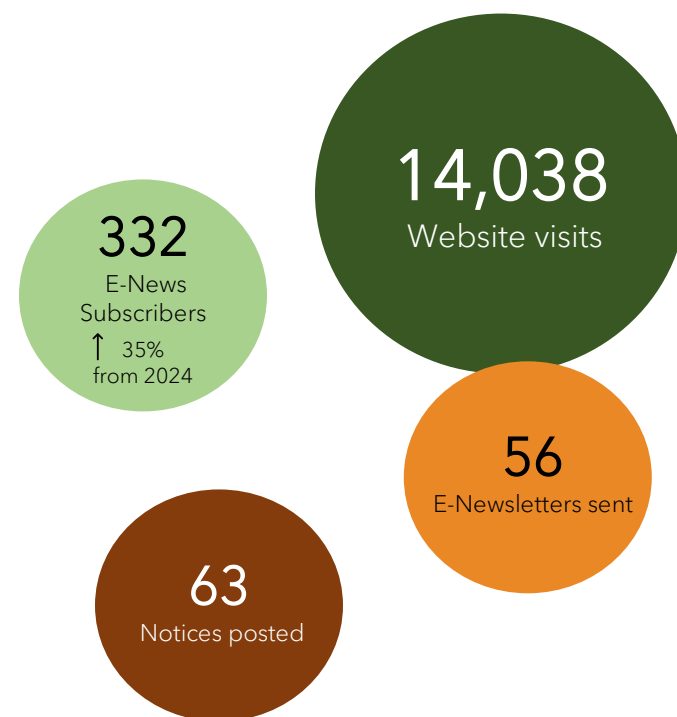
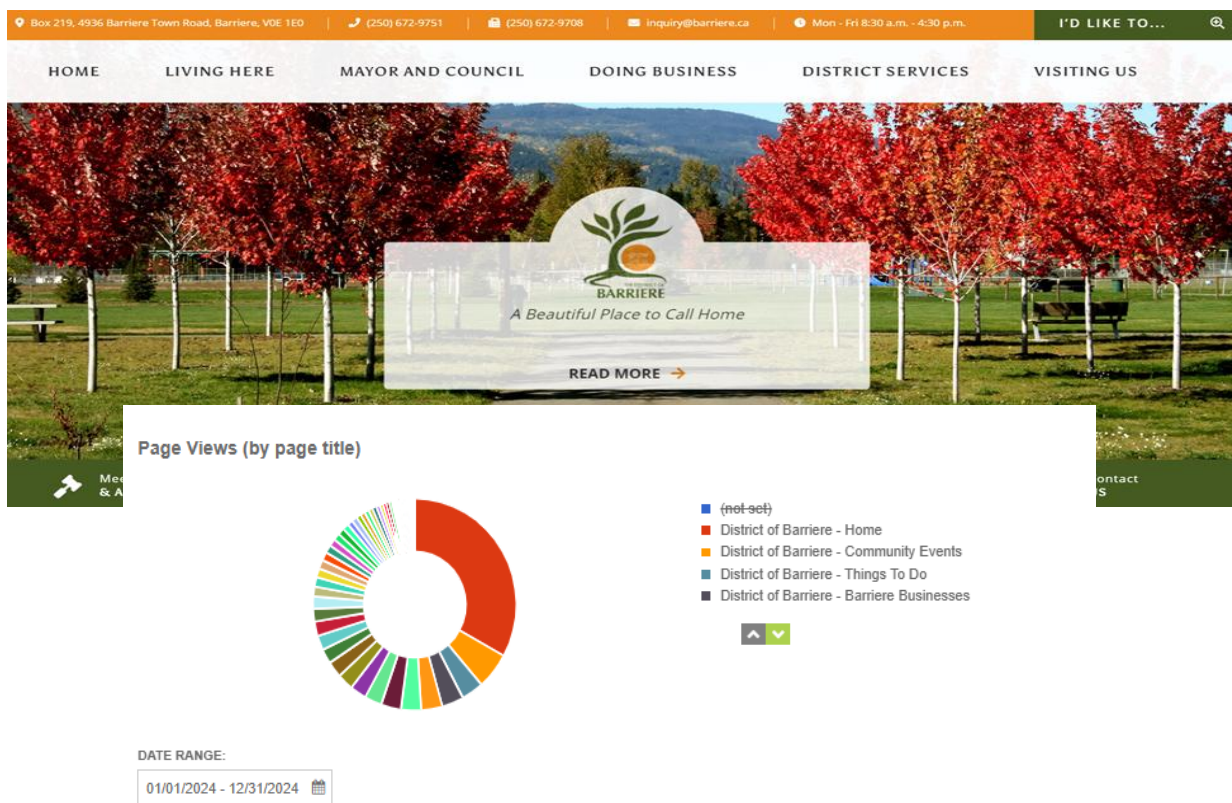
GOOD GOVERNMENT / COMMUNICATION

2024 Goals:

Item	Status
1. Work toward effective and ongoing communications with business community government & social groups	Ongoing
2. Apply for all grants that will add value to the community	Ongoing
3. Continue review and revision of old bylaws	Ongoing
4. Explore options to further engage and communicate with the public	Ongoing
5. Develop Communication Policy	Complete

2025 Goals:

Item	Status
1. Work toward effective and ongoing communications with business community government & social groups	Ongoing
2. Apply for all grants that will add value to the community	Ongoing
3. Continue review and revision of old bylaws and policies	Ongoing
4. Explore options to further engage and communicate with the public	Ongoing



Goals & Highlights

FINANCIAL SUSTAINABILITY

2024 Goals:

Item	Status
1. Review the current taxation policy	Ongoing
2. Council, through staff, will seek out new revenue opportunities which include grant opportunities	Ongoing
3. Explore Alternative Revenue Sources	Ongoing
4. Asset Management Planning	Ongoing
5. Review User Fees to ensure sustainability & fairness	Ongoing
6. Explore ways to reduce paper footprint	Ongoing
7. Work towards cost recovery service through fee assessments	In process

2025 Goals:

Item	Status
1. Asset Management Planning	Ongoing
2. Council, through staff, will seek out new revenue which includes grant opportunities	Ongoing
3. Explore Alternative Revenue Sources	Ongoing
4. Review the current taxation policy	Ongoing
5. Review User Fees to ensure sustainability & fairness	Ongoing
6. Work towards cost recovery of service through fee assessments	In process



Goals & Highlights

BUDGET PROCESS / TAX

2024 Goals:

Item	Status
1. Continue a financial planning process that reflects sound fiscal management and works toward lessening the portion of taxes paid by residential properties.	Ongoing
2. Council will increase public knowledge on assessments and taxation	Ongoing
3. Explore additional ways to further engage the public	Ongoing

2025 Goals:

Item	Status
1. Continue to refine financial planning process that reflects sound fiscal management and works toward transparency and equitable taxation.	Ongoing
2. Council will increase public knowledge on assessments and taxation	Ongoing
3. Explore additional ways to further engage the public	Ongoing

2024 Highlights- Budget Process/ Tax

A number of Public Meetings provided citizens with an opportunity to comment on the District of Barriere's annual budget.

The option to pay utility and tax bills via e-transfer now offered.

Permissive Tax Exemptions

District of Barriere Section 224 (2)(a) Community Charter Tax Exemption Bylaw No.222

Societies / Non Profit	2023	2024
Barriere & District Heritage Society Assessed under Roll No. 1245.667	\$1,001.46	\$1,381.92
Barriere & District Senior's Society Assessed under Roll No. 1245.408	\$1,164.40	\$11,6223.00
Barriere & District Food Bank Assessed under Roll No. 1470.362	\$1,717.59	\$2,288.06
Provincial Rental Housing Corp Yellowhead Residence Assessed under Roll No. 1390.370	\$1,744.44	\$1,966.87
North Thompson Fall Fair Assessed under Roll No. 1465.058	\$2,286.81	\$2,670.31
North Thompson Fall Fair Assessed under Roll No. 1465.080	\$1,234.96	\$1,361.94
North Thompson Fall Fair Assessed under Roll No. 1465.200	\$13,167.48	\$17,071.46
Barriere Curling Club Assessed under Roll No. 1465.200	\$11,539.11	\$13,626.66
Interior Community Services Assessed under Roll No. 1245.420	\$2,185.81	\$2,116.82
North Thompson Legion #242 Assessed under Roll No. 1270.085	\$1,030.72	\$1,268.83
Lower North Thompson Community Forest Society under Roll No. 1470.007	\$3,361.37	\$4,698.69

Permissive Tax Exemptions

District of Barriere Section 220 (1)(h) Community Charter Tax Exemption Bylaw No. 221

Churches	2023	2024
Trustee of the Barriere BC Congregation Jehovah's Witness Assessed under Roll No. 1225.248	\$805.23	\$785.43
Roman Catholic Bishop of Kamloops Assessed under Roll No. 1470.430 (church)	\$942.78	\$1,061.19
United Church Assessed under Roll No. 1245.386	\$845.33	\$859.09
Baptist Church Assessed under Roll No. 1390.060	\$501.99	\$487.47
Pentecostal Church Assessed under Roll No. 1470.514	\$1,710.72	\$1,697.08
TOTAL 2024 PERMISSIVE TAX EXEMPTIONS		\$ 169,564.82

District of Barriere

REPORT TO COUNCIL

Date: December 15, 2025	Agenda Item: 4b
To: Council	From: Department Heads
Re: Departmental Updates	

CORPORATE OFFICER:

- Responded to three bylaw enforcement files.
- Attended a local government legal update seminar hosted by Young Anderson.
- Preparing annual reporting data for Recycle BC due in January
- Along with the Fire Chief, participated in a meeting with TNRD Staff and the Province regarding the NG-911 program roll-out.
- 2026 SILGA (Revelstoke) and UBCM (Vancouver) Convention accommodations have been secured. Confirmation of attendees can be solidified during the budget process early in the new year.
 - SILGA Revelstoke – April 28 - May 2, 2026. Seven (7) rooms secured.
 - UBCM Vancouver – Sept 13 - Sept 18, 2026. Four (4) rooms secured.
- The 2026 Community to Community Forum (C2C) is scheduled in Valemount on Wednesday, April 8th. Time and agenda details will be finalized early in the spring.
- As previously reported, local governments are now legislatively required to complete an Accessibility Plan and form a Committee (or Working Group) to review the plan and make recommendations on how to enhance accessibility within the community. A draft Accessibility Plan is currently being developed to present to a local Working Committee for consideration. The Committee is likely to meet once or twice a year. It is suggested that one member of Council be appointed to the Committee and it is a goal to include two members of the public. Staff will be seeking volunteers to fill those three positions with a request that Council approve appointments early in the new year.
- In partnership with TRUE Consulting, finalizing the draft Development Approvals Process Bylaw for Council consideration early in the new year.
- Completed EOC introductory course – 2 day training in January.

DEPUTY CORPORATE OFFICER:

- Attended a Recreation Committee working group meeting for Winterfest.
- **Winterfest verbal report*
- Attended Stuff the Cruiser which was well attended.
- Participated in a meeting with the CAO and Chamber – Memorandum on agenda
- Advertising for the lease of Unit 4 in the BBC has gone out. Inquiries to view the unit is being handled by Lianne at the Chamber as the building manager and a couple inquiries have been made but no showings as of yet.
- Terms of Reference for Recreation Committee – Report on agenda
- Participated in a meeting with the Corporate Officer, Fire Chief and event coordinator for 2026's Indigenous Engagement event. **Save the Date: March 4, 2026**
- Completed EOC introductory course - 2 day training in January.

PUBLIC WORKS MANAGER:

Operations			
Public Works			
	November	2025 YTD	2024
Potholes Filled	40	170	130
Pavement Repairs - Bridge transitions	46	17499	17657
Burials	0	0	1
Cremations	0	4	7
Deceased Animal Recovery	0	3	4
After Hours Call Outs	0	3	n/a
Water Distribution			
	November	2025 YTD	2024
New Construction Service Connections	0	5	4
Water Service On/Off Request	2	30	33
Interior Health Water Quality Tests	14	136	156
Water Usage (Daily Avg 648 m3)	19467	424712	441825
Waterline Repairs (repaired curb stop only)	1	7	6
After Hours Call Outs	0	15	15
Wastewater Collection & Treatment			
	November	2025 YTD	2024
New Construction Service Connections	1	6	5
Ministry of Environment Wastewater Tests	7	77	84
After Hours Call Outs	0	0	0
General			
	November	2025 YTD	2024
BC One Calls Supported	3	41	31
Events Supported	0	16	16

- Barriere River Bridge inspection completed - concern with concrete soffit deterioration especially around watermain hangers. Repaired leak in 100-mm AC watermain on Airfield Road.
- District webmap updated with water/sewer infrastructure and added garbage route
- Survey completed for right of way between BTR/Station Rd and Dunsmuir Rd for a potential utilities corridor/trail. Operating DW3 at 35L/s increase of 3L/s since re-development with decent water quality. New WWTP final process design and equipment to be completed by end of December - anticipating construction RFP out in February. Park irrigation has been winterized and Main 1 ball field bleachers are refurbished.
- Completed EOC introductory course - 2 day training in January.

FIRE CHIEF:

Fire Department			
Calls	November	2025 YTD	2024
Fire	1	22	44
Rescue / Motor Vehicle Incidents	0	14	9
Hazardous Condition (No Fire)	0	4	1
Service Call / Public Assist	0	22	18
Fire Burning Complaint / Fire Investigation / Fire alarm	0	36	18
False Alarm	2	20	11
Total	3	118	101
Public Education & Events	1	17	2
FireSmart Assessments	0	17	2
Fire Prevention / Fire Inspections	2	4	0

Fire Department Updates:

- Barriere Fire Rescue attended the Remembrance Day Memorial on November 11th
- Barriere Elementary School and High School Fire Inspection were completed
- BFFA hosted the Annual Pig Roast
- 2 Members successfully completed part 1 of 3 for their Fire Investigator Course (part of the Fire Safety Act)
- 2 Members successfully completed their Public & Life Safety Educator Course (positively effects the FUS rating once a program is in place)

FireSmart Funding:

- Funding Submitted.

Weather:

- No unusual or extreme out of season weather expected at this time.

CHIEF FINANCIAL OFFICER:

Financial Services			
	November	2025 YTD	2024
Cash Collected	\$ 358,875	\$ 4,865,401	\$ 4,613,799
Cash Disbursed	\$ 366,873	\$ 5,180,060	\$ 5,507,994
ICIP Wastewater Treatment Grant Funds Received	\$27,038	\$ 278,980	

- With the 2024 audit coming to a close, our focus shifts to preparing for our 2025 audit.
- Finance staff are working through processes to prepare for 2025-year end.
- Business license renewal letters and quarter 4 utility bills will be mailed out early January.

CHIEF ADMINISTRATIVE OFFICER:

Development:

Development Activity			
Construction Activity:	November	2025 YTD	2024
Total Building Permit Applications:	1	18	32
Total Construction Value:	\$542,195	\$3,291,020	\$1,775,715
Total Building Permits Finalized:	6	15 (since June)	
Total Construction Value Finalized:	\$370,500	\$989,500	

- One new building permit applications in November, for a large renovation project valued at over 500,000
- 6 building permits finalized, including 2 from 2021, and 1 from 2022.

Governance:

- Agreements / Contracts:
 - TNRD – Structure Fire Protection Service Agreement – complete
 - Chamber – Memorandum on agenda
- Policies / Bylaws:
 - Revenue Anticipation Bylaws (2x) – Draft Bylaws for final reading included on agenda.
 - Water Regulations Bylaw – Draft Bylaw for final reading included on agenda.
 - Street Lighting Repeal Bylaw – Draft Bylaw for final reading included on agenda.
 - Solid Waste Bylaw– Draft Bylaw and report included on agenda.
 - Business Licencing Bylaw – Draft Bylaw and report included on agenda.
 - Wastewater Bylaw – In progress, anticipated on January agenda.
 - OCP Refresh Update draft – In progress
 - Terms of Reference for Recreation Committee – Report included on agenda.
 - Council Strategic Plan – Report included on agenda.

Administration:

- Attended MOU meeting with Council representatives and the Public Works Manager.
- Conference Call with Simpcw Band Manager to discuss various projects, including the Leonie Lake Dam project, planning for a joint Open House in January 2026.
- Planning with True Consulting for the Open House.
- TNRD IT department on-site visit to District offices to review current equipment and potential shared services opportunities.
- Began in-depth work on Budget 2026.

**submitted for information*

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: December 15, 2025	File: 530.20/Rpts
To: Council	From: Deputy Corporate Officer
Re: Dissolution of Legislated Recreation Committee and Establishment of New Recreation Working Group Committee	
<p>Recommendations:</p> <ol style="list-style-type: none"><i>1. THAT Council formally dissolve the current legislated Recreation Committee established under Section 141 of the Community Charter; and</i><i>2. THAT Council adopt the 2026 Terms of Reference for the new Recreation Working Group Committee as presented and appoint Councillor Lodge (Chair), Councillor Mosdell, Glenda Feller, and Jen Crosman as members to the new Working Group Committee; and</i><i>3. THAT Council approve the Committee to apply to operate an independent bank account for day-to-day event and operational matters pertaining to the approved, annual Recreation Budget set by Council during the annual budget process.</i>	

Purpose

To seek Council approval to close the current legislated Recreation Committee and transition to a more flexible, non-legislated Working Group model that better reflects the operations of the Committee and supports streamlined financial processes.

Background

The District's Recreation Committee was originally established as a Standing Committee of Council under Section 141 of the Community Charter and has operated under the 2022 Terms of Reference. Over time, the Committee's work has naturally evolved to focus on planning community events, providing recreation-related input, and coordinating with local organizations.

This progression has highlighted that a Standing Committee structure is not the most efficient or practical model for the type of event-focused work the Committee undertakes. A working group structure would better support the Committee's operational needs and promote volunteer engagement.

Additionally, the Committee's activities frequently generate numerous small operational receipts for events and supplies which increase workload for the Finance Department. Establishing an independent bank account, under Council authorization and with ongoing reporting requirements, would streamline financial management while maintaining transparency.

The Committee has drafted updated Terms of Reference for Council's consideration that align the structure with current operations and support more efficient processes:

Section	2022 Legislated Terms of Reference	2026 Draft Terms of Reference	Key Adjustments/Notes
Establishment / Purpose	Created as a Standing Committee of Council under Section 141 of the Community Charter. Emphasizes an advisory mandate to Council and CAO.	Establishes a Working Group Committee advising Council and delivering community events within the annual budget approved by Council.	Shifts from legislated Standing Committee to a Working Group model focused on events and advisory support.
Mandate / Scope	Broad advisory scope; Recreation issues, capital, grants-in-aid, coordinating with organizations, resolving recreation disputes and receiving submissions.	Streamlined scope; Provide advice, support event hosting, community engagement and coordinate with groups as needed.	Scope narrowed to reflect current operational activities; Grant-in-aid and dispute-resolution functions removed.
Membership	Structured as a Standing Committee; Includes Council appointments and term limits.	Clearly defined; 5 voting members (2 Council, 2 Public, 1 Staff) No term limits.	Term limits removed and structure simplified.
Member Expectations	Availability for 6-10 meetings a year; emphasis on recreation expertise.	Availability for 4-6 meetings a year; strong emphasis on participation in events and sub-committees.	Meeting commitments reduced and expectations shifted toward event delivery.
Chair / Vice-Chair	Internal election and term determined by Committee; formal Standing Committee format.	One-year term appointed each January and no limit on consecutive terms.	Added annual appointment schedule for a simplified process.
Meeting Procedures	Governed by Council Procedure Bylaw No. 100; formal minute-taking; quorum defined by Standing Committee rules; no expenditures without Council approval.	Governed by Council Procedure Bylaw No. 251; minutes provided through Council agenda process; quorum defined as majority; consensus decision-making.	More flexible procedures: consensus decision-making and modern procedure bylaw referenced.
Staff Support / Resources	Staff liaison responsible for agendas, meeting logistics, reporting to Council, orientation, and coordination with CAO.	Staff support capped at 25-30% FTE annually;	Adjusted to reflect Staff workload clarity.
Budget / Financial Management	No independent account; all expenses processed through District; Committee cannot incur expenses not already budgeted.	Independent bank account permitted; annual reporting to Council; donations reinvested; Council sets annual budget through normal budget process.	Independent bank account, event-focused budgeting and ongoing financial reporting to Council.
Communications	Members differentiate whether speaking personally or on behalf of Committee; media inquiries go to CAO.	Similar, but inquiries directed to Chair; reinforces internal communication clarity.	Minor update clarifying point of contact.

Summary

Upon Council approval, the existing legislated Recreation Committee would be dissolved and replaced with a Recreation Working Group Committee, structured to reflect current practices and governed by updated Terms of Reference. Establishing an independent bank account would allow for clearer reporting to Council, more manageable financial processes for the Finance Department and simplified budgeting for the Committee.

Benefits or Impact

General

The revised structure provides clearer expectations for members and better supports the Committee's role in delivering community events and recreation initiatives.

Finances

The use of an independent bank account, supported by annual reporting requirements, will reduce routine administrative workload for the Finance Department.

Strategic Impact

Priority #2: Fiscally Responsible Operations

Goal 2. – Develop a Strategy to mitigate cost increases and downloading pressures.

Actions to get us there:

- a. Seek opportunities to increase efficiencies.
- b. Seek opportunities to increase Staff development, capacity, and growth, to align with the current needs of the organization.
 - a. Organizational Structure review that enables and supports transparency, communications, community growth, and community livability, while ensuring that our statutory obligations are met.

The Results We Want to See:

- a. Business cases to align current and future operational needs to increase efficiencies and capacity is presented for Council consideration.

Risk Assessment

Compliance: No legislative obligations are breached by dissolving a Standing Committee and replacing it with a non-legislated Working Group, provided Council approval.

Risk Impact: Low. Operations continue with improved governance.

Internal Control Process: Annual reporting and annual budget approval by Council ensures accountability, financial stewardship, and continued alignment with organizational goals. District staff worked with Committee to align Terms of Reference to needs of the District.

Next Steps / Communication

- Upon Council approval, the legislated Committee would be dissolved, with the new Recreation Working Group Committee taking effect as of January 2026. Staff will proceed with applying for an independent bank account, and any unspent Recreation funds, within the 2025 budget will be transferred to this account once established. In 2026, the Committee will request its annual funding through the Regular Council budget process.

Attachments

- Draft 2026 Recreation Working Group Committee Terms of Reference
- 2022 Recreation Committee Terms of Reference

Recommendation

1. ***THAT Council formally dissolve the current legislated Recreation Committee established under Section 141 of the Community Charter; and***
2. ***THAT Council adopt the 2026 Terms of Reference for the new Recreation Working Group Committee as presented and appoint Councillor Lodge (Chair), Councillor Mosdell, Glenda Feller, and Jen Crosman as members to the new Working Group Committee; and***
3. ***THAT Council approve the Committee to apply to operate an independent bank account for day-to-day event and operational matters pertaining to the approved, annual Recreation Budget set by Council during the annual budget process.***

Alternative Options

1. Council could choose to maintain the existing legislated Recreation Committee structure and direct Staff to continue operating under the 2022 Terms of Reference. All financial activity would remain within the District accounts and no independent bank account would be established.
2. Council could choose to request revisions to the proposed 2026 Terms of Reference and direct Staff to return with an updated draft for further consideration.

Prepared by:

J.Mosdell, Deputy Corporate Officer

Reviewed by:

D. Drexler, Chief Administrative Officer



Terms of Reference

Recreation Committee

1. Purpose

- 1.1 The Committee will act in an advisory capacity to Council and will be responsible for hosting community events within the budget as allocated annually by Council. Specific responsibilities of the Committee include, but are not limited to:
- a. Make recommendations to the District of Barriere on
 - issues pertaining to recreation programming, services and facilities;
 - recreation capital and operating budget items, policies, projects, events, programs, services, and fees & charges;
 - community engagement;
 - the coordination with other governmental agencies, groups and local organizations in the advancement of sport and recreation
 - b. The Committee will consider the needs of the entire community as well as special interest groups, community groups and sport organizations and;
 - c. Any additional related items as requested by Council or the CAO.

2. Membership, Appointment, and Term

- 2.1 The Committee shall consist of five (5) voting members;
- a. Two (2) Council members and one (1) alternate – appointed by Council;
 - b. Two (2) Public representatives - appointed by Council;
 - c. One (1) Staff representative – Appointed by the CAO
- 2.2 Committee members will have demonstrated background, experience and understanding of recreation and sport opportunities in Barriere and a commitment to work collaboratively to build an active and healthy community.
- 2.3 Members of the Committee will be appointed on the basis of availability, experience and expertise they can bring to the Committee, and not necessarily as representatives of particular agencies, organizations or groups. Representatives will reflect the diverse range of community knowledge and expertise, and consideration will be given to include representatives with expertise in relevant areas and represent various ages.
- 2.4 Members should be able to commit to attending approximately 4-6 meetings per year at approximately one and a half (1.5) hours in length each and to support event-related activities, including participation in working groups, sub-committees, and event-day support as required.

- 2.5 Council may, at any time, remove any member of the Committee by Council resolution and any member of the Committee may resign therefrom at any time upon sending written notice to the Chairperson of the Committee.
- 2.6 Committee members who are absent from three (3) consecutive meetings shall forfeit their appointment, unless such absence is approved by the Committee.
- 2.7 In the event of a vacancy during a regular term, the vacancy may be filled for the remainder of that term upon resolution of Council as soon as is convenient.
- 2.8 The term of each Member shall be two (2) years. There is no limit to the number of consecutive terms an individual may serve on the committee.
- 2.9 Members of the Committee shall serve without remuneration.

3. Chairperson and Vice-Chairperson

- 3.1 The Chairperson and Vice-Chairperson shall be voting members of the Committee and shall be appointed by majority vote. The term of the Chairperson and Vice-Chairperson shall be one (1) year, with the appointment being made annually in January. There is no limit to the number of consecutive terms an individual may serve as Chairperson.
- 3.2 If any vacancy in the office of Chairperson or Vice-Chairperson should occur during the term for any reason, the members of the Committee shall immediately elect a voting member to fill the position for the remainder of the said term.

4. Meeting Procedures

- 4.1 The Committee shall abide by the procedures and limitations included in the District of Barriere Council Procedure Bylaw No. 251, as amended or replaced from time-to-time, except as provided below:
 - a. Quorum - Over 50% of appointed members
 - b. Decisions by consensus of the appointed members present
 - c. Meeting Dates – Committee to determine the next meeting date at each meeting
- 4.2 The Committee shall meet at the call of the Chairperson in consultation with the staff member appointed to the committee.
- 4.3 Minutes of the Committee meeting will be recorded by the staff member and will be provided to Council through Regular Council Meeting agendas.
- 4.4 Members must abide by the conflict-of-interest provisions of the Community Charter, the provisions of the Procedure Bylaw, and Council Code of Conduct Bylaw. Members who have a direct or indirect financial interest in a matter under discussion are not

permitted to participate in the discussion of the matter. They must declare their conflict, state the general nature of their conflict, then leave the meeting or that part of the meeting where the matter is under discussion. The member's declaration must be recorded in the minutes. The member must not attempt, whether before, during, or after the meeting, to influence the direction on any question/issue in relation to the matter.

- 4.5 When speaking in public on an issue, Committee members must distinguish whether they are speaking as a member, as a representative of another agency or community group, or as an individual. Speaking on behalf of the Committee should be avoided and all inquiries should be directed to the Chair of the Committee.

5. Annual Tasks

- 5.1 Review Terms of Reference and make recommendations of any changes to Council annually in January, if required.
- 5.2 On behalf of the District, organize key community events:
- a. Family Fun Night – February;
 - b. Volunteer Appreciation Event – April;
 - c. Welcome Summer Block Party – June;
 - d. Canada Day – July;
 - e. Movies and Music in the Park – July & August;
 - f. Halloween Fireworks – October;
 - g. Winterfest – December;
 - h. Any other event as approved by Council
- 5.3 Additional 'resource persons' (District staff, representatives of key organizations or subject experts) related to the Committee mandate may be called on an as-needed basis on the approval of the CAO to attend meetings from time to time, in an effort to assist the Committee in achieving their objectives.

6. Staff Resources or Support

- 6.1 Staff will be allocated at a maximum of 25-30% of full time equivalent (FTE).

7. Budget

- 7.1 For 2026 – An initial budget of \$15,000 will be allocated to the Committee and transferred to an independent account of the Committee.
- 7.2 Council may determine a different budget allocation annually.
- 7.3 The Committee:
- a. Authorized to operate an independent bank account for day-to-day and event operations matters;

- b. Must provide financial oversight of account;
- c. Must provide annual financial reporting to Council in January of each year, to include budget request for following year;
- d. Must reinvest any donations or proceeds into future events;
- e. Use Council provided funds for all aspects of hosting events, including advertising, materials & supplies, etc.

Date of Council Adoption: _____



Terms of Reference Recreation Committee

1. Establishment

In accordance with Section 141 of the *Community Charter*, S.B.C. 2003, c.26, as amended, and by resolution of Council.

2. Mandate

The mandate of the Committee is to act as an advisory body to Council, the Chief Administrative Officer, and Officers of the municipality.

3. Scope

- 3.1 The Committee will act in an advisory capacity to Council and staff. Specific responsibilities of the Committee include, but are not limited to, the following:
- a. As requested, make recommendations to the District of Barriere on
 - issues pertaining to recreation programming, services and facilities;
 - recreation capital budget items, policies, projects, events, programs, services and fees & charges;
 - community engagement;
 - the coordination with other governmental agencies, groups and local organizations in the advancement of sport and recreation; and planning/programming as requested by the CAO
 - b. Receive submissions from community groups and make recommendations to the CAO and Council with respect to grants-in-aid given by Council for recreation based organizations;
 - c. Assist staff in bringing together informal groups to determine sport and recreation needs of the community; resolve disputes between community groups with respect to facility bookings/rentals, recreation issues and aid in cooperative planning;
 - d. Consider and make recommendations with respect to such issues referred to from time to time by the CAO or Council; and
 - e. The Community will consider the needs of the entire community as well as special interest groups, community groups and sport organizations.

4. Membership, Appointment, and Term

- 4.1 The Committee shall consist of membership appointments for standing Committees of Council as per the *Community Charter*, Section 141.

- 4.2 Committee members will have demonstrated background, experience and understanding of recreation and sport opportunities in Barriere and a commitment to work collaboratively to build an active and healthy community.
- 4.3 Members of the Committee will be appointed on the basis of availability, experience and expertise they can bring to the Committee, and not necessarily as representatives of particular agencies, organizations or groups. Representatives will reflect the diverse range of community knowledge and expertise, and consideration will be given to include representatives with expertise in relevant areas and represent various ages.
- 4.4 Council may, at any time, remove any member of the Committee by Council resolution and any member of the Committee may resign therefrom at any time upon sending written notice to the Chairperson of the Committee.
- 4.5 Committee members who are absent from three (3) consecutive meetings shall forfeit their appointment, unless such absence is authorized by resolution of the Committee.
- 4.6 In the event of a vacancy during a regular term, the vacancy may be filled for the remainder of that term upon resolution of Council as soon as is convenient.
- 4.7 The term of each Member shall be two (2) years. Members may serve on the Committee for a maximum of three (3) consecutive terms and must remain out of office for at least one (1) year before being reappointed to the Committee by Council.
- 4.8 Members of the Committee shall serve without remuneration.

5. Chairperson and Vice-Chairperson

- 5.1 The term of the Chairperson and Vice-Chairperson shall be determined by the Committee and a formal resolution adopted by a majority vote. The Chairperson and Vice-Chairperson shall be voting members and shall be appointed by majority vote. Each Chairperson and Vice-Chairperson shall retain the position until their term expires, at which time re-appointment or appointment of a new Chairperson and Vice-Chairperson shall take place.
- 5.2 If any vacancy in the office of Chairperson or Vice-Chairperson should occur during the term for any reason, the members of the Committee shall immediately elect a voting member to fill the position for the remainder of the said term.

6. Meeting Procedures

- 6.1 The Committee shall abide by the procedures and limitations included in the District of Barriere Council Procedure Bylaw No. 100, as amended.

- 6.2 The Committee shall meet at the call of the Chairperson in consultation with the staff liaison.
- 6.3 Minutes of the Committee meeting must be recorded and are to be signed by the Chairperson and staff liaison/recording secretary. Original signed minutes will be forwarded to the Corporate Officer for safekeeping. Original or draft minutes will be provided to Council by the Corporate Officer for review and receipt at a Regular Council meeting and posted on the District's website when adopted by the Committee.
- 6.4 No expenditures shall be made by the Committee, or any liability incurred, which is not specifically provided for in the annual budget of the municipality except with prior approval of Council.
- 6.5 Members must abide by the conflict of interest provisions of the Community Charter. Members who have a direct or indirect financial interest in a matter under discussion are not permitted to participate in the discussion of the matter. They must declare their conflict, state the general nature of their conflict, then leave the meeting or that part of the meeting where the matter is under discussion. The member's declaration must be recorded in the minutes. The member must not attempt, whether before, during, or after the meeting, to influence the direction on any question/issue in relation to the matter.

7. Staff Support

- 7.1 The role of the Recreation Staff Liaison in supporting the Committee, includes:
- Booking meeting rooms and other needed resources;
 - Providing information and advice;
 - Requesting additional staff support/attendance as needed;
 - Developing and distribution agendas;
 - Promoting effective Committee functioning;
 - Ensuring Committee recommendations are communicated to Council through the Corporate Officer;
 - Ensuring follow up to action items produced at Committee meetings; and
 - Providing orientation to the work and role of the Committee to new members; and
 - Collaborating with the CAO and District staff for support, advice or direction when required.
- 7.2 Additional 'resource persons' (District staff, representatives of key organizations or subject experts) related to the Committee mandate may be called on an as-needed basis to attend meetings from time to time, in an effort to assist the Committee in achieving their objectives.

8. Public Relations

When speaking in public on an issue, Committee members must distinguish whether they are speaking as a member, as a representative of another agency or community group, or as an individual. Speaking on behalf of the Committee should be avoided and media inquiries should be directed to the CAO.

Date of Council Adoption: _____

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: December 15, 2025	File: 530.20/Rpts
To: Council	From: Chief Administrative Officer
Re: Strategic Plan 2026-2028	
Recommendation: THAT Council adopts the Strategic Plan 2026-2028 as attached.	

Purpose

For Council to consider adopting their Strategic Plan for 2026-2028 as attached.

Background

In January of 2025, Council established a 2025-2026 Strategic Plan that established new Priorities, Goals, and Results that Council wanted to accomplish.

To ensure that there is a continuous process for review and monitoring, throughout the 2025 calendar year, Staff included the Strategic Plan on public Council meeting agendas and Council acknowledged the progress for the various projects at that time.

Throughout 2025, Council also received various requests from the public and elected to hold a strategic planning workshop on November 7 and 8, 2025, to review the current Priorities, Goals, and available staffing and funding capacity to potentially include other critical items on an updated plan.

Council elected to expand the Plan to be a three-year one while equally wishing to make this a continuous rolling strategic plan where each year completed items come off the plan and potential new Goals and anticipated Results would be added. This will ensure that an annual mechanism and structure exists to review and update the overall Plan, while equally providing opportunities for new critical items to be added.

Request Updates

After reviewing the current progress on the Plan, at the workshop, Council discussed over 20 additional items ranging from Revenue Generation options, to ATVs on municipal roads, to Animal Control options, and Campfire Permitting (primarily to allow for campfires during summer months).

As the overall staffing capacity for new projects is extremely limited over the next three years, Council did not have the resources available to add all requests to a potential new plan but rather needed to carefully select projects based on critical needs.

Below is a list of some of the requests that were discussed and the outcome:

- Revenue generation – 2 options added to the plan, dumpster rentals for renovations was not added
- Animal Control options – additional communication, primarily for dog owners (as feasible) was added
- Leonie Lake Dam – the presence on the plan was elevated and possibly hydro generation opportunity was added
- BC Hydro Redundancy – was formally added and now includes a high-level review for the Leonie Lake Dam from a hydro creation point.
- Bandshell Washrooms – Council asked Staff to include \$5,000 within the 2026 budget for automatic electronic door locks and controls to enhance community access.
- Economic Development – 2 projects with the Chamber were formally added (ETSI Wayfinding grant and REDIP), 1 project did not proceed.
- Speeding within the community – Council asked staff to prepare design options and costs for a traffic calming test area on Barriere Town Road by the Ridge and present as part of the budget process.
- ATVs on municipal roads – not added.
- Golf Carts on municipal roads – not added.
- Summer campfires / permitting – Council asked staff to prepare options as part of a Fire Safety Bylaw update for spring 2026. Council also asked for additional education as opportunities arise.
- Fire department long range plan including potential partnerships, opportunities to maintain or increase our rating with the Fire Underwriter Survey.
- Enhanced communications – Council asked staff to provide a report on options to elevate communications to the public, including “Did you know?” campaigns, social media presence, pamphlets, and open houses.
- Raise the District’s Profile – Council asked staff to include opportunities to enhance the District’s profile, including scholarships, volunteer recognition, staff appreciation, and a key community groups and employers partners meeting.
- Housing – Council wants to hold a workshop in the first half of 2026 to review options on how Council can support the housing challenges in Barriere.

More details can be found in the Draft Strategic Plan document which is attached. Removal of completed items is highlighted in Yellow on the Plan while new items and changes are highlighted in Light Grey.

Below is a high-level summary of the Priorities and Goals that were established in 2025. One Goal was added to Priority 4 as Goal 4. Updates are highlighted in Yellow below.

Priority 1 - Implement an Organizational Asset Management Program

Goal 1. – Assess Current Practices and State of Our Assets

Goal 2. – Develop Asset Management Policies

Goal 3. – Communication of Asset Management Program to Public

Priority 2 - Fiscally Responsible Operations

Goal 1. – Develop a District Facilities Roadmap

Goal 2. – Develop a Strategy to mitigate cost increases and downloading pressures

Goal 3. – Financial Confidence and Oversight are Rebuilt

Priority 3. - Create Opportunities for Community Growth

- Goal 1. – Complete Wastewater Treatment Plant (WWTP) Project and SCADA System
- Goal 2. – Support Developments to Increase our Tax Base
- Goal 3. – Complete critical Utility Bylaw and Utility Master Plan revisions

Priority 4. - General Governance and Community Engagement

- Goal 1. – Increase Partnership with Simpcw First Nation
- Goal 2. – Bylaws and legislated reports are complete
- Goal 3. – Enhanced Engagement with the Community and our Partners
- Goal 4. – Raise the District's Profile

At the in-camera meeting on November 17, 2025, Council reviewed these Priorities, Goals, and the Results Council envisions. Staff also proposed corresponding Actions to achieve the envisioned Results. Council agreed that the proposed Strategic Plan meets the desires of Council. No further feedback was received from Council after the meeting.

Summary

The final version of Council's Strategic Plan 2026-2028 is now presented for Council consideration.

Benefits or Impact

General

Upon review, the 2026-2028 priorities set by Council, and as presented, can largely be accommodated within the workplans. However, events that are outside the District's control can impact the workplans considerably at times. This includes, for example, environmental events or human resources challenges.

Finances

Upon review, the 2026-2028 priorities set by Council, and as presented, are consistent with and can largely be accommodated within the Financial Plan. Some projects may require additional funding (for example for engineering consultants on a wastewater masterplan update), and Council would be presented with opportunities during the budget processes to determine if the projects should receive funding. Also, if new items are added to the plan throughout the year, the expectations change, or Council commits to additional funding, the Financial Plan will need to be adjusted accordingly.

Strategic Impact

If approved, the 2026-2028 Strategic Plan will replace the 2025-2026 plan.

Risk Assessment

Compliance: Council adopted Strategic Plan for the organization.

Risk Impact: medium

Internal Control Process: Continuous updates will be provided to Council.

Next Steps / Communication

- If adopted, Staff will begin work to update workplans (as needed) and align District budgets (as needed) to meet these goals
 - Staff will provide regular updates to Council on the activities of the Strategic Plan
 - Due to a general local government election in 2026, Staff will plan a workshop for Council within the first 9 months after the election to review the progress on the plan in more detail and to determine any emerging challenges that may need to be added at that time.
-

Attachments

- 2026-2028 Strategic Plan – Final – DRAFT - Clean
- 2026-2028 Strategic Plan – with highlighted changes.

Recommendation

THAT Council adopts the 2026-2028 Strategic Plan as attached.

Alternative Options

1. Council could choose not to adopt the plan and continue with the 2025-2026 plan instead. This is not recommended as Council deliberated extensively on emerging items and considered those a current priority.
2. Council could choose to amend items on the attached plan before providing approval.

Prepared by:

D. Drexler, Chief Administrative Officer

The District of Barriere – 2026-28 Strategic Plan - DRAFT

Priority #1: Implement an Organizational Asset Management Program

Goal 1. – Assess Current Practices and State of Our Assets

Actions to get us there:

- a. Finalize a review of current practices and policies in place.
- b. Apply for Asset Management funding from UBCM (up to \$25,000) to assist with developing a long-term financial needs forecast.
- c. Consolidate the information and present at a Council meeting.

The Results We Want to See:

- a. Complete review of Current Practices and make recommendations on how to address any gaps by the end of 2027.
- b. Provide a review of our Assets and long-term annual investment needs for Council and Public Information by the end of 2027.

Goal 2. – Develop Asset Management Policies

Actions to get us there:

- a. Develop an Asset Management Investment Plan (AMIP)
- b. Develop Asset Management Financial Investment Policy

The Results We Want to See:

- a. Present Asset Management Framework Policies and Plans for Council consideration, including:
 - a. Asset Management Investment Plan (AMIP)
 - b. Asset Management Financial Investment Policy
- b. In the Policies and Plans, consider the current State of Our Assets (from Goal 1.) and Asset Deficits.
- c. Provide a list of immediate critical renewal needs as part of the annual budget with a 5 year forecast.

Goal 3. – Communication of Asset Management Program to Public

Actions to get us there:

- a. Develop a Communications Strategy and budget to assist with informing the public about the Asset Management needs of the community.
- b. Provide continuous information to the public in a variety of ways throughout 2026, 2027, and 2028.

The Results We Want to See:

- a. Information is readily available to the public through various channels.
- b. At least one Open House on Asset Management has been held before the end of 2027.
- c. Reasonable efforts have been made to educate the public on the purpose of Asset Management.

The District of Barriere – 2026-28 Strategic Plan - DRAFT

Priority #2: Fiscally Responsible Operations

Goal 1. – Develop a District Facilities Roadmap

Actions to get us there:

- a. Review current key facilities for long- and short-term use (Facility Assessments):
 - a. Town Hall / SD73 partnership
 - b. Fire Hall
 - c. Works Yard
 - d. BBC
 - e. Lions Hall
 - f. Old Chamber Building
 - g. Solar Aquatics
- b. Develop a plan that would allow for operational cost savings to fund additional contributions to reserve which will enable us to replace/upgrade our facilities.

The Results We Want to See:

- a. Present a short-term facilities strategy for Council consideration that aligns with the needs of the organization and are financially achievable in 2026/27.
- b. Begin implementation of approved short-term components.
- c. Include long term facilities needs in Asset Management plans.

Goal 2. – Develop a Strategy to mitigate cost increases and downloading pressures.

Actions to get us there:

- a. Seek opportunities to increase efficiencies / reduce costs, for example:
 - a. Negotiate a more favourable Fire Services Agreement with the TNRD, and ensure additional increases are included in future agreements.
 - b. Review and analyze the tax burden apportionment
 - c. Finalize Public Engagement for Leonie Dam to determine next steps, which may include a recommendation to decommission the Dam
 - i. Utilize a qualified professional to provide a high level review of power generation potential for the Dam.
 - d. Include \$5,000 in the draft 2026 budget to install automatic door hardware for the Bandshell Washrooms,
 - i. if approved complete project for the 2026 summer season.
 - e. Finalize review of utility bylaws and solid waste delivery models with a focus on alignment with standard practices for multi-tenant properties such as mobile home parks
 - i. Present a report to Council highlighting any potential changes, next steps, and adequate notices to be provided if billing changes are desired

The District of Barriere – 2026-28 Strategic Plan - DRAFT

- b. Seek opportunities to increase Staff development, capacity, and growth, to align with the current needs of the organization, for example:
 - a. Include a full-time roads department in the 2026 draft budget for Council consideration
 - i. if approved, complete all required steps to ensure the all-year roads department is operational as soon as possible.
 - b. Organizational Structure review that enables and supports transparency, communications, community growth, and community livability, while ensuring that our statutory obligations are met.

The Results We Want to See:

- a. Finalize a new Fire Services Agreement that works towards a more equitable and fair revenue component for the District.
- b. Present options to Council on how the tax burden could be re-allocated over time to provide a more equitable solution to all taxation classes.
- c. Leonie Lake Dam – Present business case to reduce costs and liabilities to the District, while equally looking at revenue generation opportunities.
- d. Enhance the available opening hours for the Bandshell Washrooms
- e. Complete the utility billing conversion and solid waste collection review and present options to Council early in 2026 regarding next steps to communicate any potential billing changes to customers.
- f. Subject to 2026 budget approval, ensure that the all-year roads department is fully operational by October 2026 for winter operations.
- g. Business cases to align current and future operational needs to increase efficiencies and capacity is presented for Council consideration.

Goal 3. – Financial Confidence and Oversight are Rebuilt

Actions to get us there:

- a. Enhancing Financial Procedures and Processes
 - a. Workflows, signoff, and other processes are evaluated and enhanced where feasible.
 - b. All Financial Policies are reviewed, and possibly new Policies are established, to align with the needs of our growing organization, including:
 - i. Budget Transfer Authority
 - ii. Payroll and Expense Review Policy
 - iii. Travel and Expense Policy
- b. Review Financial Software and options to determine a best strategy going forward

The Results We Want to See:

- a. Financial Policies are presented for Council consideration.
- b. The 2026 audit is on time.
- c. Financial software options are considered once the Thompson Nicola Regional District (TNRD) has made a decision on their products and potential sharing of resources.

The District of Barriere – 2026-28 Strategic Plan - DRAFT

Priority #3: Create Opportunities for Community Growth

Goal 1. – Complete Wastewater Treatment Plant (WWTP) Project

Actions to get us there:

- a. Tender the works in Q1 2026.
- b. Complete WWTP construction in 2026/2027.

The Results We Want to See:

- a. The new WWTP is operational by end of Q1 2027.

Goal 2. – Support Developments to Increase our Tax Base

Actions to get us there:

- a. Summers Road Water and Sewer Expansion to support future growth and to limit lingering health advisories:
 - a. Rural Economic Development and Infrastructure Program (REDIP) funding is provided by the Province.
 - b. Work with the three property owners along Summers Road to negotiate agreements that would support the development of a water and wastewater infrastructure to reduce health advisories.
 - c. Consider options for right of way and other land trades to allow for placement of critical infrastructure and active transportation opportunities.
- b. Assess opportunities to enhance Active Transportation and Utility Right of Way corridors.
- c. Review potential funding sources to develop, or redevelop, our infrastructure.
- d. Utilize hydro industry professional to review options for power redundancy for Barriere and Simpcw First Nation.

The Results We Want to See:

- a. Development is enabled as much as possible for the 3 large parcels north of the Highway Bridge along the Highway 5 Corridor. Ideally both, water and wastewater, are available.
 - a. If REDIP grant is not received, provide Council with options to fund the project (or part of the project) without any grant support
 - b. Council is presented with options for land swaps or right of way agreements with property owners if the project proceeds
- b. Active Transportation and Utility Right of Way corridors are established where feasible.
- c. Continuously review grant opportunities that would allow infrastructure expansion to underutilized areas, to allow for growth or to reduce operating costs.
- d. Present a high-level report to Council for possible options in relation to BC Hydro power redundancy and potential revenue generation from the Leonie Lake Dam.

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Goal 3. – Complete critical Utility Bylaw and Utility Master Plan revisions

Actions to get us there:

- a. Develop a new Wastewater Regulations Bylaw.
- b. Update the Water Regulations Bylaw to include provisions that address mobile home parks and other emerging items.
- c. Review the current Wastewater Master Plan for long range feasibility, practicality, and capacity considering recent developments and expansions in the community.
- d. Review the current Water Master Plan for long range capacity and community growth.

The Results We Want to See:

- a. Present a Wastewater Bylaw for Council consideration in Q1 2026.
- b. Present a Water Bylaw update for Council consideration in 2025.
- c. Wastewater Master plan update is started by end of 2027, funding dependent.
- d. Water Master Plan update is started by end of 2027, funding dependent.

Priority #4: General Governance and Community Engagement

Goal 1. – Increase Partnership with Simpcw First Nation

Actions to get us there:

- a. Continue to work on a joint Crown Tenure Application.
- b. Continuously review opportunities to enhance our level of partnership, including:
 - a. Simpcw Resources Group development partnerships
 - b. Wayfinding Signage
 - c. Emergency Services departments, including FireSmart

The Results We Want to See:

- a. Present an application for the Crown Land Tenure to both Councils for consideration.
- b. If opportunities arise, present them to Council for consideration.

Goal 2. – Bylaws and legislated reports are complete

Actions to get us there:

- a. Continue to work in house and with external resources where appropriate on various governance documents that are necessary to be updated to meet Council and provincial objectives.

The Results We Want to See:

- a. The OCP is updated and presented to Council for consideration by end of 2025.
- b. After the OCP is adopted and if changes to the Zoning Bylaw are required, the draft update Bylaw is presented to Council for consideration by end of 2027.
- c. Development Approvals Bylaw is updated and presented to Council for consideration by end of 2026.
- d. Development Cost Charges Bylaw is updated and presented to Council for consideration by end of 2026.
- e. If appropriate, present an Amenity Cost Charges (ACC) Bylaw for Council consideration in 2027.
- f. Parks Bylaw is updated and presented to Council for consideration by end of September 2026.
- g. Fire Bylaw is updated and presented to Council for consideration by end of April 2026, to include options for Council consideration on permitting cooking campfires in summer months.
- h. Accessibility requirements are met.
- i. Host a housing workshop for Council by the end of Q2 2026.

The District of Barriere – 2026-28 Strategic Plan - DRAFT

Goal 3. – Enhanced Engagement with the Community and our Partners

Actions to get us there:

- a. Develop a plan that would enhance and broaden District communications to enable sharing of critical information on budgets, asset management, and other critical information.
 - a. a report highlighting options to enhance and broaden District communications is presented to Council. The report should include potential risks and expected levels of service.
- b. Consider options to enable Community Partners, to provide a larger benefit to the community, for example, the Chamber -> Downtown building renovations.
 - a. If the 2025 REDIP 3 year grant is successful, draft an agreement to potentially utilize the Chamber to deliver the program
 - b. Support the Chamber with the wayfinding strategy to ensure completion in Spring 2026
- c. Review options to allow the Youth in our community to have a more direct input to Council, and present those options to Council
- d. Research options to reduce speeding along Barriere Town Road.
- e. Work with the donor on design and installation of the memorial wall.

The Results We Want to See:

- a. Communications regarding District projects are enhanced on the platforms that our citizens are wanting to be engaged on.
 - a. Present a report to Council for consideration in Q1 of 2026 to potentially:
 - i. Establish a Social Media presence, for example on Facebook.
 - ii. Provide regular “Did You Know?” updates through eNews and Social Media.
 - 1. To include Animal Control messaging
 - iii. Other engagement opportunities such as pamphlets and open houses
- b. Support our local community partners and enable them to provide a benefit to the community on behalf of the District
- c. Establish a mechanism to solicit input from the Youth in our community.
- d. If funding from REDIP is secured, negotiate a contract with the Chamber to provide the services, and present the agreement for Council consideration.
- e. In partnership with the Chamber, present a wayfinding strategy for Council consideration by the summer of 2026.
- f. As part of the budget, present options to strategically narrow Barriere Town Road by the Ridge facility at the intersections and crosswalk for traffic calming purposes.
- g. Complete the Memorial Wall in the cemetery in 2026, subject to funding from external parties.

The District of Barriere – 2026-28 Strategic Plan - DRAFT

Goal 4. – Raise the District’s Profile

Actions to get us there:

- a. Create a Policy that includes external opportunities for community support, including Scholarships for Grads, Volunteer of the Year, Freedom of the Municipality, etc.
- b. Create a Policy that addresses consistent staff appreciation approaches, including Long Service Awards, Retirements, Hiring, Bereavement, Christmas Thank You, Corporate Wear/Swag, etc.
- c. Arrange for a workshop for community partners, including key employers and non-profits to share information and knowledge with each other.

The Results We Want to See:

- a. Present the policies listed above to increase the District’s internal and external profile to Council for consideration.
- b. Host a workshop by the summer of 2026 with key community partners like non-for profits and main employers to further understand their service and needs.

Mission

To provide municipal services that meet the growing needs and enrich the quality of life within our community.

Vision

To be an inclusive, sustainable, and proud rural community with a progressive economy that provides purposeful services and a vibrant lifestyle.

Value Statements

- Conducting the business of the community with integrity, accountability and transparency.
- Inclusive and welcoming to raise a family where everyone wants to live, work and play in a safe active lifestyle.
- Strong, accepting and friendly rural community where families live and grow together.
- A location that provides purposeful services that meet the needs of residents and business.
- Excellence in community involvement with events and activities for all ages.
- Supportive community that provides a vibrant lifestyle that enhances both our quality of life and wellbeing for families and residents.
- Leadership in rural community lifestyle by showcasing our resilience, engagement and achievements together.
- Stand on our own as an emerging vibrant community as an Independent sustainable rural community,
- Protecting our families and residents to the highest possible level.
- Embraces change while respecting our natural environment, rich traditional heritage and recognize that families want a healthy balanced lifestyle and prosperous economy.

The District of Barriere – 2026-28 Strategic Plan - DRAFT

Priority #1: Implement an Organizational Asset Management Program

Goal 1. – Assess Current Practices and State of Our Assets

Actions to get us there:

- a. Finalize a review of current practices and policies in place.
- b. Apply for Asset Management funding from UBCM (up to \$25,000) to assist with developing a long-term financial needs forecast.
- c. Consolidate the information and present at a Council meeting.

The Results We Want to See:

- a. Complete review of Current Practices and make recommendations on how to address any gaps by the end of 2027.
- b. Provide a review of our Assets and long-term annual investment needs for Council and Public Information by the end of 2027.

Goal 2. – Develop Asset Management Policies

Actions to get us there:

- ~~a. Develop or amend Asset Management Program Policies~~
- b. Develop an Asset Management Investment Plan (AMIP)
- c. Develop Asset Management Financial Investment Policy

The Results We Want to See:

- a. Present Asset Management Framework Policies and Plans for Council consideration, including:
 - ~~a. Tangible Capital Assets Policy~~
 - ~~b. Asset Management Policy~~
 - ~~c. Asset Management Framework/Strategy~~
 - d. Asset Management Investment Plan (AMIP)
 - e. Asset Management Financial Investment Policy
- b. In the Policies and Plans, consider the current State of Our Assets (from Goal 1.) and Asset Deficits.
- c. Provide a list of immediate critical renewal needs as part of the annual budget with a 5 year forecast.

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Goal 3. – Communication of Asset Management Program to Public

Actions to get us there:

- a. Develop a Communications Strategy and budget to assist with informing the public about the Asset Management needs of the community.
- b. Provide continuous information to the public in a variety of ways throughout 2026, 2027, and 2028.

The Results We Want to See:

- a. ~~Present a budget for enhanced communication on Asset Management as part of the 2025 budget.~~
- b. Information is readily available to the public through various channels.
- c. At least one Open House on Asset Management has been held before the end of 2027.
- d. Reasonable efforts have been made to educate the public on the purpose of Asset Management.

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Priority #2: Fiscally Responsible Operations

Goal 1. – Develop a District Facilities Roadmap

Actions to get us there:

- a. Review current key facilities for long- and short-term use (Facility Assessments):
 - a. Town Hall / SD73 partnership
 - b. Fire Hall
 - c. Works Yard
 - d. BBC
 - e. Lions Hall
 - f. Old Chamber Building
 - g. Solar Aquatics
- b. Develop a plan that would allow for operational cost savings to fund additional contributions to reserve which will enable us to replace/upgrade our facilities.

The Results We Want to See:

- a. Present a short-term facilities strategy for Council consideration that aligns with the needs of the organization and are financially achievable in 2026/27.
- b. Begin implementation of approved short-term components.
- c. Include long term facilities needs in Asset Management plans.

Goal 2. – Develop a Strategy to mitigate cost increases and downloading pressures.

Actions to get us there:

- a. Seek opportunities to increase efficiencies / reduce costs, for example:
 - ~~a. Procedure Bylaw – Meeting dates and times, other efficiencies~~
 - ~~b. Opening Hours for Town Hall~~
 - c. Negotiate a more favourable Fire Services Agreement with the TNRD, and ensure additional increases are included in future agreements.
 - d. Review and analyze the tax burden apportionment
 - e. Finalize Public Engagement for Leonie Dam to determine next steps, which may include a recommendation to decommission the Dam
 - i. Utilize a qualified professional to provide a high level review of power generation potential for the Dam.
 - f. Include \$5,000 in the draft 2026 budget to install automatic door hardware for the Bandshell Washrooms,
 - i. if approved complete project for the 2026 summer season.
 - g. Finalize review of utility bylaws and solid waste delivery models with a focus on alignment with standard practices for multi-tenant properties such as mobile home parks
 - i. Present a report to Council highlighting any potential changes, next steps, and adequate notices to be provided if billing changes are desired
- b. Seek opportunities to increase Staff development, capacity, and growth, to align with the current needs of the organization, for example:

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- a. ~~Roads Department (all year)~~ Include a full-time roads department in the 2026 draft budget for Council consideration
 - i. if approved, complete all required steps to ensure the all-year roads department is operational as soon as possible.
- b. Organizational Structure review that enables and supports transparency, communications, community growth, and community livability, while ensuring that our statutory obligations are met.

The Results We Want to See:

- ~~a. Present an updated Procedure Bylaw that focuses on efficiencies for Council consideration.~~
- ~~b. Collect Statistics for visitations to Town Hall and present in 2026.~~
- ~~c. Present a business case for a fulltime roads department for Council consideration.~~
- d. Finalize a new Fire Services Agreement that works towards a more equitable and fair revenue component for the District.
- e. Present options to Council on how the tax burden could be re-allocated over time to provide a more equitable solution to all taxation classes.
- f. Leonie Lake Dam – Present business case to reduce costs and liabilities to the District, while equally looking at revenue generation opportunities.
- g. Enhance the available opening hours for the Bandshell Washrooms
- h. Complete the utility billing conversion and solid waste collection review and present options to Council early in 2026 regarding next steps to communicate any potential billing changes to customers.
- i. Subject to 2026 budget approval, ensure that the all-year roads department is fully operational by October 2026 for winter operations.
- j. Business cases to align current and future operational needs to increase efficiencies and capacity is presented for Council consideration.

Goal 3. – Financial Confidence and Oversight are Rebuilt

Actions to get us there:

- a. Enhancing Financial Procedures and Processes
 - ~~a. The Annual Operational Budget is Program Based (not line by line), Variances are clearly highlighted.~~
 - ~~b. The Annual Capital Program and Special Projects are separate from the Operational Budget.~~
 - c. Workflows, signoff, and other processes are evaluated and enhanced where feasible.
 - d. All Financial Policies are reviewed, and possibly new Policies are established, to align with the needs of our growing organization, including:
 - ~~i. Procurement Policy~~
 - ~~ii. Credit Card Policy~~
 - iii. Budget Transfer Authority
 - iv. Payroll and Expense Review Policy
 - v. Travel and Expense Policy
 - ~~b. Budget processes are enhanced and communicated to the public in a simple format (brochure)~~
 - ~~c. Quarterly budget reporting is re-established in 2025.~~
- d. Review Financial Software and options to determine a best strategy going forward

The Results We Want to See:

The District of Barriere – 2026-28 Strategic Plan - DRAFT

- a. ~~The annual budgets are presented on a Program Based Budget (not line by line), highlighting variances in all programs.~~
- b. ~~An effective mechanism for quarterly budget reporting is established and quarterly high-level financial updates are presented to Council.~~
- c. Financial Policies are presented for Council consideration.
- d. The 2026 audit is on time.
- e. Financial software options are considered once the Thompson Nicola Regional District (TNRD) has made a decision on their products and potential sharing of resources.

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Priority #3: Create Opportunities for Community Growth

Goal 1. – Complete Wastewater Treatment Plant (WWTP) Project and SCADA System

Actions to get us there:

- a. Receive approval from the Province for the design of the WWTP in 2025.
- b. Tender the works in Q1 2026.
- c. Implement necessary upgrades for the Water and Wastewater sites to communicate with a centralized Supervisory Control and Data Acquisition (SCADA) system.
- d. Complete WWTP construction in 2026/2027.

The Results We Want to See:

- a. The new WWTP is operational by end of Q1 2027.
- b. Include a budget for the SCADA system in the 2025 annual budget for Council consideration.
- c. If SCADA budget is approved, all Water and Wastewater systems are connected to a centralized system (SCADA) by summer 2026.

Goal 2. – Support Developments to Increase our Tax Base

Actions to get us there:

- a. Summers Road Water and Sewer Expansion to support future growth and to limit lingering health advisories:
 - a. Rural Economic Development and Infrastructure Program (REDIP) funding is provided by the Province.
 - b. Work with the three property owners along Summers Road to negotiate agreements that would support the development of a water and wastewater infrastructure to reduce health advisories.
 - c. Consider options for right of way and other land trades to allow for placement of critical infrastructure and active transportation opportunities.
- b. Assess opportunities to enhance Active Transportation and Utility Right of Way corridors.
- c. Review potential funding sources to develop, or redevelop, our infrastructure.
- d. Utilize hydro industry professional to review options for power redundancy for Barriere and Simpcw First Nation.

The Results We Want to See:

- a. Development is enabled as much as possible for the 3 large parcels north of the Highway Bridge along the Highway 5 Corridor. Ideally both, water and wastewater, are available.
 - a. If REDIP grant is not received, provide Council with options to fund the project (or part of the project) without any grant support
 - b. Council is presented with options for land swaps or right of way agreements with property owners if the project proceeds
- b. Active Transportation and Utility Right of Way corridors are established where feasible.

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- c. Continuously review grant opportunities that would allow infrastructure expansion to underutilized areas, to allow for growth or to reduce operating costs.
- d. Present a high-level report to Council for possible options in relation to BC Hydro power redundancy and potential revenue generation from the Leonie Lake Dam.

Goal 3. – Complete critical Utility Bylaw and Utility Master Plan revisions

Actions to get us there:

- a. Develop a new Wastewater Regulations Bylaw.
- b. Update the Water Regulations Bylaw to include provisions that address mobile home parks and other emerging items.
- c. Review the current Wastewater Master Plan for long range feasibility, practicality, and capacity considering recent developments and expansions in the community.
- d. Review the current Water Master Plan for long range capacity and community growth.

The Results We Want to See:

- a. Present a Wastewater Bylaw for Council consideration in Q1 2026.
- b. Present a Water Bylaw update for Council consideration in 2025.
- c. Wastewater Master plan update is started by end of 2027, funding dependent.
- d. Water Master Plan update is started by end of 2027, funding dependent.

The District of Barriere – 2026-28 Strategic Plan - DRAFT

Priority #4: General Governance and Community Engagement

Goal 1. – Increase Partnership with Simpcw First Nation

Actions to get us there:

- ~~a. Continue to work on the MOU and Protocol agreement.~~
- b. Continue to work on a joint Crown Tenure Application.
- c. Continuously review opportunities to enhance our level of partnership, including:
 - a. Simpcw Resources Group development partnerships
 - b. Wayfinding Signage
 - c. Emergency Services departments, including FireSmart

The Results We Want to See:

- ~~a. Present a final version of the MOU and Protocol agreement for Council consideration.~~
- b. Present an application for the Crown Land Tenure to both Councils for consideration.
- c. If opportunities arise, present them to Council for consideration.

Goal 2. – Bylaws and legislated reports are complete

Actions to get us there:

- a. Continue to work in house and with external resources where appropriate on various governance documents that are necessary to be updated to meet Council and provincial objectives.

The Results We Want to See:

- ~~a. The Housing Needs Assessment is complete.~~
- b. The OCP is updated and presented to Council for consideration by end of 2025.
- c. After the OCP is adopted and if changes to the Zoning Bylaw are required, the draft update Bylaw is presented to Council for consideration by end of 2027.
- d. Development Approvals Bylaw is updated and presented to Council for consideration by end of 2026.
- e. Development Cost Charges Bylaw is updated and presented to Council for consideration by end of 2026.
- f. If appropriate, present an Amenity Cost Charges (ACC) Bylaw for Council consideration in 2027.
- g. Parks Bylaw is updated and presented to Council for consideration by end of September 2026.
- h. Fire Bylaw is updated and presented to Council for consideration by end of April 2026, to include options for Council consideration on permitting cooking campfires in summer months.
- i. Accessibility requirements are met.
- j. Host a housing workshop for Council by the end of Q2 2026.

The District of Barriere – 2026-28 Strategic Plan - DRAFT

Goal 3. – Enhanced Engagement with the Community and our Partners

Actions to get us there:

- a. ~~Work with CN Rail to negotiate a fair agreement for ongoing maintenance at the Hall Road crossing.~~
 - a. ~~Utilize this opportunity to further enhance our relationship with CN (FireSmart, etc.)~~
- b. Develop a plan that would enhance and broaden District communications to enable sharing of critical information on budgets, asset management, and other critical information.
 - a. a report highlighting options to enhance and broaden District communications is presented to Council. The report should include potential risks and expected levels of service.
- c. Consider options to enable Community Partners, to provide a larger benefit to the community, for example, the Chamber -> Downtown building renovations.
 - a. If the 2025 REDIP 3 year grant is successful, draft an agreement to potentially utilize the Chamber to deliver the program
 - b. Support the Chamber with the wayfinding strategy to ensure completion in Spring 2026
- d. Review options to allow the Youth in our community to have a more direct input to Council, and present those options to Council
- e. Research options to reduce speeding along Barriere Town Road.
- f. Work with the donor on design and installation of the memorial wall.

The Results We Want to See:

- a. ~~An agreement with CN rail is complete regarding the Hall Road crossing and presented to Council for consideration in 2025.~~
- b. Communications regarding District projects are enhanced on the platforms that our citizens are wanting to be engaged on.
 - a. Present a report to Council for consideration in Q1 of 2026 to potentially:
 - i. Establish a Social Media presence, for example on Facebook.
 - ii. Provide regular “Did You Know?” updates through eNews and Social Media.
 - 1. To include Animal Control messaging
 - iii. Other engagement opportunities such as pamphlets and open houses
- c. Support our local community partners and enable them to provide a benefit to the community on behalf of the District
- d. Establish a mechanism to solicit input from the Youth in our community.
- e. If funding from REDIP is secured, negotiate a contract with the Chamber to provide the services, and present the agreement for Council consideration.
- f. In partnership with the Chamber, present a wayfinding strategy for Council consideration by the summer of 2026.
- g. As part of the budget, present options to strategically narrow Barriere Town Road by the Ridge facility at the intersections and crosswalk for traffic calming purposes.
- h. Complete the Memorial Wall in the cemetery in 2026, subject to funding from external parties.

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Goal 4. – Raise the District’s Profile

Actions to get us there:

- a. Create a Policy that includes external opportunities for community support, including Scholarships for Grads, Volunteer of the Year, Freedom of the Municipality, etc.
- b. Create a Policy that addresses consistent staff appreciation approaches, including Long Service Awards, Retirements, Hiring, Bereavement, Christmas Thank You, Corporate Wear/Swag, etc.
- c. Arrange for a workshop for community partners, including key employers and non-profits to share information and knowledge with each other.

The Results We Want to See:

- a. Present the policies listed above to increase the District’s internal and external profile to Council for consideration.
- b. Host a workshop by the summer of 2026 with key community partners like non-for profits and main employers to further understand their service and needs.

Mission

To provide municipal services that meet the growing needs and enrich the quality of life within our community.

Vision

To be an inclusive, sustainable, and proud rural community with a progressive economy that provides purposeful services and a vibrant lifestyle.

Value Statements

- Conducting the business of the community with integrity, accountability and transparency.
- Inclusive and welcoming to raise a family where everyone wants to live, work and play in a safe active lifestyle.
- Strong, accepting and friendly rural community where families live and grow together.
- A location that provides purposeful services that meet the needs of residents and business.
- Excellence in community involvement with events and activities for all ages.
- Supportive community that provides a vibrant lifestyle that enhances both our quality of life and wellbeing for families and residents.
- Leadership in rural community lifestyle by showcasing our resilience, engagement and achievements together.
- Stand on our own as an emerging vibrant community as an Independent sustainable rural community,
- Protecting our families and residents to the highest possible level.
- Embraces change while respecting our natural environment, rich traditional heritage and recognize that families want a healthy balanced lifestyle and prosperous economy.

District of Barriere

REPORT TO COUNCIL Memorandum

Date: December 15, 2025	File: 530.20/Rpts
To: Council	From: Chief Administrative Officer
Re: 2026-2030 Financial Plan Workshop and Meeting Schedule	

Purpose

To provide preliminary budget workshop dates and meeting timelines for the 2026-2030 Financial Plan and 2026 Tax Rates bylaws for Council's review and discussion.

Background

Adoption of a five-year financial plan is an annual requirement of the *Community Charter*. Adoption of the 2026-2030 Financial Plan is required before May 15, 2026, and must include a process of public consultation.

Staff has proposed the following schedule for Council workshops and meetings to present the draft budget and meet the statutory public consultation requirement.

The Regional District has a deadline of April 10th each year to provide their requisition amounts. As such, a special meeting may be required for first three readings of the Tax Rates Bylaw to meet the May 15th deadline for adoption. With a regular Council meeting scheduled for April 20, 2026, staff will make every effort to prepare a Tax Rates Bylaw for that meeting for consideration of the first three readings; however, a Special Meeting may need to be scheduled towards the end of April depending on when the data from the TNRD is received.

Given the above, and following a completion of the in-house process, Staff is proposing the following dates and times to undertake various workshops, public meetings, and Bylaw readings/adoptions.

The two dates in green are proposed additional dates for Council for the in-house budget workshop and the Public Presentation of the budget.

Date	Forum	Activity
January 9, 2026	Management	2026-2030 Capital Plan complete 2026 Operating Budgets complete
January 16, 2026	Management	2026 Capital and Operating supporting documents complete for Finance and CAO review
January 22, 2026	Management / Council	Budget Package (First Draft) to be provided to Council
January 26, 2026*	Council Workshop	Presentation of Draft Budget (No.1) by Management
Placeholder	Council Workshop	2 nd workshop if required
February 2, 2026	Regular Meeting	Council approval of budget strategies, fee for service requests, proposed changes from No.1 Draft Budget, early capital approvals
February 9, 2026*	Special Meeting	Public Presentation of Second Draft (No. 2) Budget
February 23, 2026	Regular Meeting	Approval of additional budget changes, if necessary
March 9, 2026	Regular Meeting	First Three Readings of the 2026-2030 Financial Plan Bylaw, First Two Readings of 2026 Tax Rates Bylaw
March 30, 2026	Regular Meeting	Adoption of the 2026-2030 Financial Plan Bylaw
April 20, 2026	Regular Meeting	Third Reading of the 2026 Tax Rates Bylaw
May 4, 2026	Regular Meeting	Adoption of the 2026 Tax Rates Bylaw
May 15, 2026		Deadline to adopt the 2026-2030 Financial Plan Bylaw and Tax Rates Bylaw

*suggested date

**Submitted for information*

Attachments

N/A

Prepared by:

D. Drexler, Chief Administrative Officer

District of Barriere

REPORT TO COUNCIL

Memorandum

Date: December 15, 2025	File: 530.20/Rpts
To: Council	From: Chief Administrative Officer
Re: Barriere Chamber of Commerce – Storage Space	

Purpose

To provide Council with background information on discussions with the Barriere and Area Chamber of Commerce (the Chamber) regarding the storage space in the Barriere Business Center (BBC).

Background

In October and November 2025, District staff began discussions with the Chamber about the usage of the storage space within the BBC. This particular storage space was intended as secure off-site storage for the sole use of the District when the BBC layout was designed. However, over the past year, the Chamber has temporarily been using the space to store some of their items.

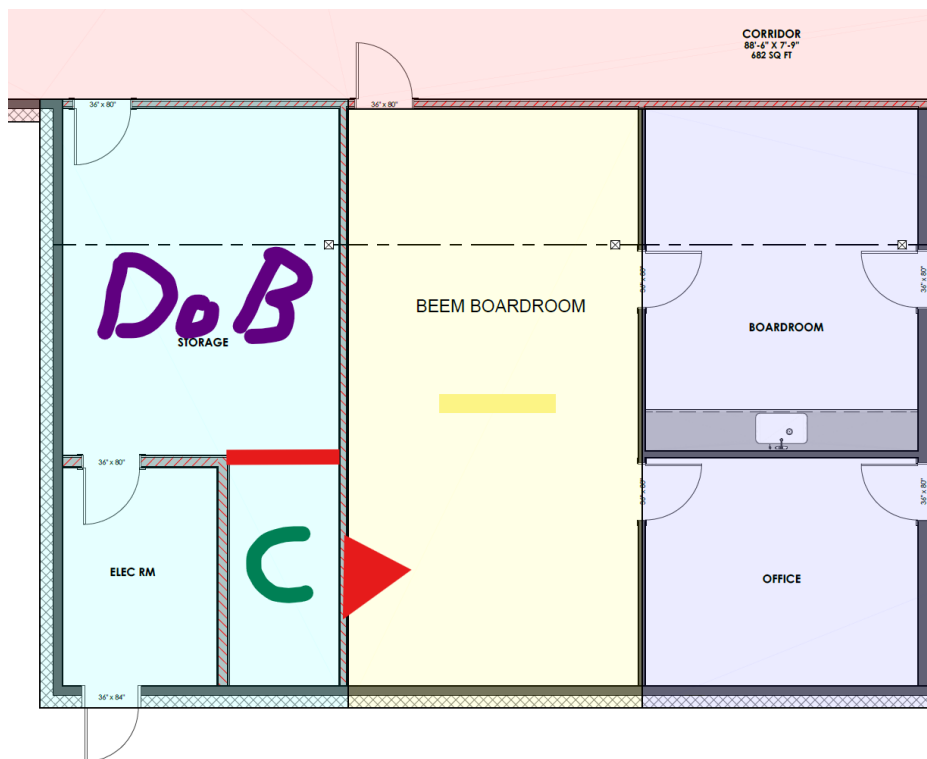
Further, challenges seem to arise with the lease agreement that is in place with the Chamber compared to the actual layout maps that were provided, highlighting a discrepancy in square footage, depending on how the maps are viewed. To discuss this space issue and a few other items, Staff met with the President and the Office Manager for the Chamber in late November to seek a mutually agreeable compromise to the various items.

Below are the Chamber prepared notes. District Staff had input into the notes and have provided further comments via email to the Chamber to ensure all items were documented. Some District comments remained in the information below to provide context on the District's position.

Storage Space

- It is suggested that a wall be erected in the current storage area to create a space of approx. 100 sq. ft. A door could be installed between the Flume boardroom and the storage room to ensure Chamber members/employees could not access the secure portion of the DOB's area. A ceiling will need to be installed in the 100 sq. ft. area for security requirements of the DOB. The Chamber will consider being responsible for the material costs of this renovation to their area (1/2 of the wall and a door plus ceiling materials) in their 100 sq. ft. area. The DOB would be responsible for the installation and related costs. Once the DOB has a cost quote for the Chamber's portion, it will be provided to the Chamber. The DOB is welcomed to use Chamber members to complete the renovation if they deem it appropriate. There is an understanding that it may not be appropriate for continuity reasons etc. Both the DOB mayor/council and the Chamber Board of Directors will be consulted independently, and we will speak about it with each other again once that occurs to see if this plan-in-principle is approved. It is understood that the change is hoped to have occurred by early in 2026...December 2025 if possible.

DOB comment: The below rough sketch shows the proposed reconfiguration as suggested by the Chamber:



Red Triangle = Door, Red Line = partition wall, small space is for the Chamber, large space is for DoB secure storage.

Storage Space Consideration:

THAT Council directs staff to support the Chamber's request to create a small storage space for their use as provided in the sketch drawing, AND THAT the large storage space be adequately secured for District of Barriere use only, AND FURTHER THAT Council authorizes these construction expenses, estimated at up to \$7,500 to be funded from operations with the costs to be shared with the Barriere Chamber of Commerce as deemed reasonable by Staff.

Open House / Stakeholder meeting and Survey

- In the second quarter of 2026 between March and June, the Chamber will host a collaborative stakeholder meeting for businesses, stakeholders, and Simpcw First Nations to help determine the needs of the area and discuss economic development opportunities. DOB and the Chamber will collaborate on the stakeholder list to be completed on or before the end of January 2026.
- The Chamber will send out a survey to businesses, stakeholders, Simpcw First Nations, and the public to help understand, among other things, why people live in Kamloops (or elsewhere) but work in Barriere. Why don't they live in Barriere? Also, if it's housing issues, what type of housing needs are there for example, rentals vs. owning, 1 bedroom, 2 bedroom, 3 or more, if owning up to \$200K, up to 400K, up to 600K, or above, etc.

Building Management

- The Chamber Manager will show Unit 4 to prospective renters as requested and share related information with the DOB. The DOB will create a FAQ's sheet(s) of information for the Chamber Manager to answer questions. This will occur until the space is rented (fingers crossed) or the term of the lease. No additional payment will be forthcoming to the Chamber for this service as it falls under building management.
- The District will work on a contact list for various potential facility related scenarios.
- DOB comment: The District is also working on a "cheat sheet" regarding the Unit 4 lease/rental right now.

Thompson Rivers University

- Learning Center: currently the Learning Center is not an actual center and Thompson Rivers University is not sub-letting from the Chamber. No physical alterations of the area are required. If this arrangement changes to utilize a designated space needing space division walls for use by a sub-letter on a semi-permanent basis sub-lease instead of the current more ad-hoc solution for TRU, a written request should be sent to Council to consider approval of such utilization prior to the sub-leasing of the space.

Wayfinding Project

- In regard to the Wayfinding Project, the Chamber is coordinating it in collaboration with the DOB. The current \$50,000 is for Phase 1 of the project. Approximately \$40,000 will go to TRUE Consulting. \$5000 will go to the Chamber and \$5000 will go to the DOB. Once we go to Phase 2, financial discussions will occur to determine further fund sharing. We will follow the steps laid out by TRUE. Jamie Mosdell will be copied along with Tasha and Daniel on emails regarding this project. There's an understanding that the Wayfinding Project needs to be completed by May 2026 under the grant requirements. The District is working on a simple agreement to formalize the proposed project in writing and intends to send a draft to the Chamber within 2 weeks. We will try to codify these requirements in an agreement.
- DOB comment: The DOB would not take any funds from the project, the DOB would simply contribute less as others are covering some of the costs.
- DOB comment: The District is working on an agreement right now and should have a draft to you by end of the week.

REDIP

- Should the REDIP be approved, some of the funds will cover at least part of Phase 2 of the Wayfinding Project. We will have further financial discussions if the REDIP grant is approved early in 2026. This will result in a written and negotiated understanding of responsibilities, accountability and financial supports drafted by the DOB. Additionally, if the REDIP is not granted to DOB, further discussions will be needed to determine next steps.

Documentation / Future Agreements

- Both the DOB and the Chamber would appreciate more forms of written documentation between them in the future. Not so many that we're buried in paperwork and spending hours debating the document but enough to ensure that our agreements are clear and able to be referred back to as needed.

Next Steps

- Regarding the Storage Space, Council would need to approve the use of operational funds to procure materials and contractors as needed to create the dedicated spaces.
 - Other items would be brought back to Council as needed.
-

Attachments

1. Chamber Lease Agreement – current – dated June 1, 2024

Prepared by:

D. Drexler, Chief Administrative Officer

THIS **LEASE** made effective the 1st day of June, 2024.

BETWEEN:

THE DISTRICT OF BARRIERE, a local government incorporated under the laws of British Columbia and having an office at BOX 219, 4936 BARRIERE TOWN ROAD, BARRIERE, BC V0E 1E0

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

BARRIERE AND AREA CHAMBER OF COMMERCE, an entity established under the laws of Canada and having an office at 4605 Barriere Town Road, BC V0E 1E0

(hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Landlord and the Tenant to be respectively paid, kept, observed and performed the Landlord and the Tenant covenant and agree each with the other as follows:

1 PREMISES

- 1.1 The Landlord does demise and lease unto the Tenant and the Tenant does hereby take on lease from the Landlord, the premises comprising an area of 2070 square feet, more or less, in the building (the "Building") located at 4605 Barriere Town Road, Barriere, more particularly described as:

Parcel Identifier: 018-718-990

LOT 1, PLAN KAP52101, DISTRICT LOT 1445, KAMLOOPS
DIV OF YALE LAND DISTRICT.

(the "Property") and shown outlined in bold on the Sketch Plan(s) attached hereto as Schedule "B" (hereinafter referred to as the "Premises").

The Total Rentable Area of the Property is 8,953 square feet ("Total Rentable Area") and the "Premises" represent 23.12% thereof (the "Tenant's Proportionate Share").

2 TERM AND RENEWAL

- 2.1 This Lease and the rent shall commence on June 1, 2024 for a term of one (5) years and terminating on May 31, 2029 (the "Term").
- 2.2 The Tenant shall have no right of renewal. If the at the end of the Term, the Tenant is not then in default of its material obligations under the Lease, the Landlord will negotiate in good faith with the Tenant to enter into a new lease, which shall contain similar covenants

and provisos contained in this Lease, with the Basic Rent being equivalent to the then fair market rent for similar premises in a similar location.

3 INTENT CLAUSE

- 3.1 Subject to the provisions of this Lease, the Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord, and that the Landlord shall not be responsible during the term of the Lease for any costs, charges, expenses or outlays of any nature whatsoever arising from or relating to the Premises or the contents thereof, excepting only carbon taxes, the Landlord's income tax in respect of income received from leasing the Premises, or any other taxes which are now or may hereafter be personal to the Landlord, and any payments to be made in connection with any mortgage or mortgages affecting the Premises and those other charges specifically enumerated in Schedule "A" attached hereto and designated "Provided by Landlord, Costs Included in Basic Rent".

4 BASIC RENT

- 4.1 The Tenant covenants to pay to the Landlord during the Term of the Lease rent (the "Basic Rent") in the sum of \$1.00 + GST per annum, payable annually by July 1st.
- 4.2 The Tenant shall not be required to pay Basic Rent or Additional Rent during the first month of the Term of the Lease (the "Rent Free Period").

5 ADDITIONAL RENT - PROPERTY AND OPERATING COSTS AND EXPENSES

- 5.1 The Tenant covenants with the Landlord to pay as rent in addition to the Basic Rent referred to in Section 4.1, the Tenant's Proportionate Share of all the property and operating costs and expenses relating to the Premises including, but not limited to, those set out and calculated in accordance with Schedule "A" attached hereto, but excluding structural or foundational repairs, costs of remedying construction inadequacies with respect to the landlord's improvements, structural defects, and all such costs determined by separate assessment or otherwise incurred for the exclusive benefit of the premises leased by the Tenant or any other tenant of the Property and billed to and paid for directly by the Tenant or such other tenant (hereinafter collectively referred to as "Additional Rent"). The Additional Rent shall be paid by the Tenant to the Landlord monthly in addition to the Basic Rent or within ten (10) days of invoice, whichever is the earlier date.
- 5.2 Property and operating costs shall include all assessments, promotions, fees, levies, and outstanding penalties payable to the District of Barriere for the Premises, all utilities, municipal and otherwise (unless separately metered), all licenses required for the Premises and the operation of the Tenant's business. All insurance premiums paid by the Landlord with respect to the Premises, any heating, hydro, ventilation, air conditioning, sprinkler systems, service contracts for the Premises, fire department service costs, and any equipment repair, maintenance, or replacement relating to the Premises, except as otherwise noted in this Lease. The Tenant acknowledges and agrees that property and operating costs are variable and may change from year to year.
- 5.3 With respect to the property tax portion of the property and operating costs, the Landlord and the Tenant agree that as of the date of this Lease, the Premises are taxable unless the Tenant qualifies for a permissive exemption.
- 5.4 For any renewal of this Lease, prior to the commencement of each year of any renewal term, the Landlord will provide the Tenant with a pre-estimate of the operating costs relating to the Premises for the ensuing year. Within Ninety (90) days of the end of each year of

the Term or additional Term as the case may be the Landlord will deliver to the Tenant a statement of the actual operating costs and taxes and the Tenant's Proportionate Share, and thereafter any excess payment by the Tenant will be immediately reimbursed by the Landlord and any shortfall will immediately be paid to the Landlord by the Tenant. Upon request by the Tenant made within ninety (90) days of delivery of the annual statement, the Landlord shall provide or make reasonably available to the Tenant such supporting documentation, including copies of material invoices, reasonably necessary to substantiate the calculations by the Landlord in such statement.

- 5.5 The Tenant agrees to pay to the Landlord all taxes required to be paid on any portion of the Basic Rent or Additional Rent (including but not limited to GST) to be paid at the same time that the Basic Rent or Additional Rent is payable.

6 USE

- 6.1 The Premises shall be used solely for Chamber of Commerce business and ancillary activities
- 6.2 The Tenant shall not do or permit to be done at the Premises anything which may:
- (a) cause damage to the Premises;
 - (b) cause injury or annoyance to occupants of neighbouring premises;
 - (c) make void or voidable any insurance upon the Premises; or
 - (d) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, or other competent authority relating to the Premises.
- 6.3 The Landlord shall not do or permit to be done at the Property anything which may constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, or other competent authority relating to the Property.

7 SECOND MONTH'S RENT AND SECURITY DEPOSIT

- 7.1 The Tenant agrees to pay to the Landlord or its authorized agent the following amounts prior to the commencement of the Term:

Estimated Additional Rent..... \$7,537.12 (\$ 628.09 per month) + GST

Security Deposit..... \$0.00

- 7.2 The Security Deposit will be returned without interest to the Tenant within thirty (30) days of the completion of the Term or renewal thereof provided that all terms, covenants and conditions of the Lease have been complied with and the Premises are left clean and in good condition, reasonable wear and tear excepted.
- 7.3 The Landlord may set off against the Security Deposit the amount of any damage or loss suffered by the Landlord as a result of the failure of the Tenant to fulfill its obligations under this Lease. The Landlord shall have thirty (30) days following the end of Term or earlier termination of the Lease in order to determine any such loss or damage.

8 INTEREST ON AMOUNTS IN ARREARS

- 8.1 All Basic Rent, Additional Rent or other amounts owing to the Landlord under this Lease in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or the expense incurred at a rate of ten percent (10%) per annum.

9 RENT PAYEE

- 9.1 Unless otherwise directed in writing by the Landlord, all payments to be made by the Tenant under this Lease are to be made payable to:

DISTRICT OF BARRIERE
 BOX 219,
 4936 BARRIERE TOWN ROAD,
 BARRIERE, BC V0E 1E0

10 BUSINESS TAX

- 10.1 The Tenant further agrees to pay all business, sales, machinery or other taxes, charges and license fees levied or imposed by any competent authority in respect to the Tenant's income, business, sales, assets, leasing or otherwise, and any federal sales or Goods and Services Tax which may be levied as a percentage of any rent.

11 INSURANCE RISK

- 11.1 The Tenant shall pay for any increase in the fire or other insurance rate of the Property if caused by the Tenant's use of the Premises.
- 11.2 If any insurer under any insurance policy covering any part of the Property or any occupant thereof cancels or threatens to cancel its insurance policy or reduces or threatens to reduce coverage under such policy by reason of the use of the Premises by the Tenant or by any assignee or subtenant of the Tenant, or by anyone permitted by the Tenant to be on the Premises, the Tenant shall remedy such condition within 48 hours after notice thereof by the Landlord.

12 MAINTENANCE AND REPAIRS

- 12.1 The Tenant covenants that during the Term of the lease and any extension thereof the Tenant will at its own expense (to the extent that no new construction warranty is available to the Landlord), maintain the Premises (including improvements, trade fixtures, overhead doors, passage doors, windows and plate glass) in good condition and repair and promptly perform all normal Tenant repairs, including but not limited to, those repairs identified in Schedule "A", provided that improvements and repairs which are not day to day repairs shall not be made without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- 12.2 The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises during business hours upon reasonable notice to examine the condition thereof and view the state of repairs:
- (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord

and the Tenant shall make the necessary repairs within the time specified in the notice;

- (b) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them as Additional Rent within ten (10) days of invoice by the Landlord.

12.3 Upon the expiry of the Term or other determination of this Lease, the Tenant agrees to peaceably surrender the Premises, including any alternations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear, damage by fire and any other perils against which the Landlord is required to insure for pursuant to the terms of this Lease, and repairs and maintenance for which the Landlord is responsible pursuant to the terms of this Lease.

12.4 The Tenant shall give immediate written notice to the Landlord of any substantial damage that occurs to the Premises from any cause, of which the Tenant becomes aware.

13 INSURANCE

13.1 During the Term of the Lease and any extension thereof the Tenant shall at its own costs, take out and maintain general liability insurance, insurance upon all glass and plate glass in the Premises, fire insurance on its fixtures and stock-in-trade to the full insurable value thereof and Tenant general liability insurance all in amounts and in form acceptable to the Landlord. The Landlord shall be named as first loss payee pursuant to such policy of insurance and the Tenant shall, prior to the commencement of the term of this Lease and on each anniversary date thereafter and upon request by the Landlord at any other time, provide the Landlord with proof of such insurance in a form acceptable to the Landlord.

13.2 During the Term of the Lease and any renewal thereof the Landlord shall at its own costs, take out and maintain in the name of the Landlord, the following insurance:

- (a) insurance on the Property, its income therefrom, and the machinery, boilers, pressure vessels and equipment contained therein (other than insurance on any property which the Tenant is obliged to insure under the provisions of Section 13.1 and other than any insurance which other tenants are obliged to maintain under the provisions of their leases), in such amounts and with such insurers as would a prudent landlord;
- (b) liability insurance for injury, death and property damage in such amounts as would a prudent landlord; and
- (c) such other insurance with respect to the Property and Building, and improvements, equipment and other property thereon owned or operated by the Landlord or for which the Landlord is legally liable, in such manner and form, with such companies and such coverages and in such amounts as would a prudent landlord.

14 RULES AND REGULATIONS

14.1 The Tenant and all persons entering the Premises with the Tenant's authority or permission shall comply with all such rules and regulations as the Landlord may reasonably deem necessary for the good reputation, safety, care, cleanliness and appearance of the

Premises and Common Areas of the property and shall comply with motor vehicle parking regulations, all of which form part of this Lease whether in existence at the time of this Lease or made by the Landlord from time to time, so long as such rules and regulations do not discriminate against the Tenant. In the event of any conflict or inconsistency between such rules and regulations and the provisions of this Lease, the provisions of this Lease shall prevail.

15 RENOVATIONS

- 15.1 If the Tenant desires, the Tenant covenants with the Landlord to renovate and/or redecorate the Premises at the Tenant's expense, provided that any renovations or redecoration shall not be undertaken without the prior written consent of the Landlord, such consent not to be unreasonably withheld. In conjunction with the entering into of this Lease, the Tenant covenants to complete the Tenant's Improvements as set out in Schedule "C" attached hereto and the Landlord hereby provides its consent to such Tenant's Improvements, such consent not to be unreasonably withheld. Provided further that no projecting or overhanging signs shall be permitted and any signs erected or to be erected by the Tenant must be approved in writing by the Landlord prior to installation, such approval not to be unreasonably withheld.
- 15.2 The Tenant agrees, at its own expense, and by whatever means may be reasonably necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- 15.3 The Tenant will indemnify and save harmless the Landlord from and against any and all manner of claims or liens for wages or materials, or for damage to persons or property caused during the removal of any fixtures installed by the Tenant, or in the making of or in connection with any repairs, alterations, installations and additions which the Tenant shall make or cause to be made on the Premises; and the Tenant agrees that the Landlord shall be entitled to register a Notice of Interest under the *Builders' Lien Act* in the Land Title Office as against the title to the Property and if desired by the Landlord to post and keep posted on the Premises any notice that it may desire to post under the provisions of the *Builders' Lien Act*.

16 FIXTURES AND LEASEHOLD IMPROVEMENTS

- 16.1 All fixtures, chattels and equipment on the Premises at the commencement of the Term of this Lease are deemed to be the fixtures, chattels and equipment of the Landlord and shall remain as such regardless of the use thereof by the Tenant.
- 16.2 The Tenant, at its own expense, is to provide, install and maintain the lighting fixtures required by it and to complete all Tenant's work including display lighting and fixtures. All work performed by the Tenant upon the Premises shall be done in a good workmanlike manner with first class materials, and in compliance with such reasonable rules and regulations as the Landlord or its agents or contractors may make.
- 16.3 All fixtures, trade fixtures, equipment and other items installed onto the Premises by the Tenant shall be deemed to be fixtures and shall immediately become the property of the Landlord without compensation to the Tenant upon their being installed on the Premises. Provided, however, that the Tenant shall be at liberty to remove the trade fixtures so installed by the Tenant at any time prior to the expiry of the Lease by effluxion of time, provided that the Tenant is not in default hereunder. If the Tenant is in default hereunder, or in the event that the Lease shall end as a result of default by the Tenant, then such trade fixtures shall remain the property of the Landlord and shall not be removable by the Tenant.

Notwithstanding anything else in this Section, at the end of this Lease, the Tenant shall remove any fixtures or additions as the Landlord may reasonably require to be removed.

- 16.4 All leasehold improvements made to the Premises after the commencement of this Lease may at the Landlord's option, upon termination of this Lease, be and become the Landlord's property without compensation in any manner to the Tenant. No leasehold improvements shall be removed by the Tenant from the Premises either during or at the expiration or sooner termination of the term of this Lease except that the Tenant shall, at the expiry or earlier termination of the term, removed such of the leasehold improvements as the Landlord requires the Tenant to remove, and the Tenant shall repair any damage caused to the Premises by the removal of such leasehold improvements.
- 16.5 The Tenant covenants that should it intend to remove the Tenant's fixtures or the leasehold improvements in accordance with subsection 16.3 and 16.4 respectively, it shall, prior to such removal, notify the Landlord of such intention. The Landlord shall then be at liberty to view, the Premises and require that the Tenant post a bond in a sum, which in the sole opinion of the Landlord, is necessary, to repair the Premises so as to place them in the condition which they were in prior to the placement or installation of the Tenant's fixtures or leasehold improvements. Such bond shall be drawn on a bonding company acceptable to the Landlord and such bond shall be payable and capable of being drawn upon by the Landlord at any time so the Landlord may effect such repairs as are necessary to repair any damage caused by the removal of the Tenant's fixtures or the leasehold improvements as the case may be.
- 16.6 The Tenant covenants and agrees that upon removal of the Tenant's fixtures or leasehold improvements in accordance with subsection 16.3 and 16.4 hereof, the Tenant shall repair any damages caused by their installation or removal.

17 USE OF PREMISES

- 17.1 The Tenant covenants to conduct its business in and use the whole of the Premises continuously throughout the Term of the Lease and any extension thereof.
- 17.2 The Tenant acknowledges that given the nature of the Property, it is especially important that parking areas at the front of the Building be left available for customers of the tenants of the Building. Accordingly, the Landlord may prohibit the Tenant and its officers and employees from parking anywhere in the Property. The Tenant agrees that there are no designated or reserved parking areas for the Tenant.
- 17.3 The use and occupation of the Premises by the Tenant will include the non-exclusive licence to use, in common with others so entitled, the Common Areas and Facilities, subject to this Lease and to the exclusive control, management, and direction of the Landlord. The Common Areas and Facilities will at all times be subject to the exclusive control and management of the Landlord and will be provided or designated by the Landlord from time to time for the general use by or for the benefit of the Tenant and its employees, invitees, and licensees in common with the other tenants of the Landlord and such others as may be designated by the Landlord. The Landlord has the right from time to time to establish, modify, and enforce rules and regulations with respect to the Common Areas and Facilities, including those related to their use, maintenance, and operation, and the rules and regulations in all respects will be observed and performed by the Tenant and the employees, invitees, and licensees of the Tenant.
- 17.4 The Tenant will do, observe, and perform all of its obligations and all matters and things necessary or expedient to be done, observed, or performed by the Tenant by virtue of any law, statute, bylaw, including any strata bylaws in the case of a strata property, ordinance, regulation, or lawful requirements of any government authority or any public utility lawfully

acting under statutory authority, and all demands and notices in pursuance of them whether given to the Tenant or the Landlord and in any manner or degree affecting the exercise or fulfilment of any right or obligation arising under or as a result of this Lease and affecting the Premises and the use of them by the Tenant. If any such demand or notice is given, lawfully requiring the execution of works by reason of anything done, omitted, or permitted by the Tenant, then:

- (a) if such notice is given to the Tenant, the Tenant will promptly deliver it or a true copy of it to the Landlord and the Tenant will promptly execute, at its own expense, to the satisfaction of the Landlord and the person giving such notice, all such works as the Landlord may approve in writing in order to comply with the requirements of that notice; and
- (b) if such notice is given to the Landlord, the Landlord will notify the Tenant and thereupon the Tenant will promptly execute, at its own expense, to the satisfaction of the Landlord and the person giving such notice, all such works as the Landlord and the person giving such notice may require in order to comply with the requirements of the notice.

Notwithstanding the foregoing, the Landlord will have the right to execute any such works and the Tenant will give to the Landlord all necessary access to the Premises and other facilities for such purpose and the Tenant will, on demand by the Landlord, pay to the Landlord all costs and expenses incurred by the Landlord in executing and performing any and all such works.

18 SERVICES

18.1 The Tenant agrees that in addition to the payment of Basic Rent and Additional Rent, it will provide the Services as set out in Schedule "D". The Services will be performed as follows:

- (a) as the Landlord may direct, in accordance with standards set by the Landlord and to the satisfaction of the Landlord;
- (b) with that degree of care, skill, and diligence normally applied in the performance of services of a similar nature; and
- (c) in conformance with the latest practices, standards, codes, and criteria outlined in the Landlord bylaws and in all pertinent laws, rules, regulations, policies, procedures, and practices applicable at the time of performance.

18.2 The Landlord, for any reason, in its sole discretion, and at any time, may suspend the Tenant's performance of the Services for a specified or unspecified period of time by providing written notice to the Tenant. Upon receiving such notice, the Tenant will immediately suspend all Services hereunder.

18.3 The Services set out in Schedule "D" will be reviewed at least annually for the term of the lease and may be amended upon agreement in writing by both parties.

19 ACTS OF DEFAULT AND LANDLORD'S REMEDIES

19.1 An "Act of Default" has occurred when:

- (a) the Tenant has failed to pay rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;

- (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease and has failed to rectify the situation or taken steps to rectify the situation within 15 days; and
 - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Tenant has failed to correct the default within 15 days as required by the notice;
- (c) if during the Term or other occupation of the Premises by the Tenant:
 - (i) any of the goods, chattels, fixtures, and/or equipment of the Tenant on the Premises are seized or taken into execution or attachment by a creditor of the Tenant, the Tenant makes an assignment for the benefit of creditors or a bulk sale from the Premises other than a bulk sale to an Assignee or Sub-Lessee pursuant to an Assignment or Sub-Lease which under Section 26 was consented to or did not require a consent;
 - (ii) a receiver or receiver manager is appointed to control the conduct of the business of the Tenant or appointed over all or a portion of the assets of the Tenant such appointment being effected either by way of instrument appointment or Court appointment;
 - (iii) the Tenant becomes bankrupt or insolvent or takes the benefit of an Act now or hereafter in force for bankrupt or insolvent debtors or makes a proposal under the *Bankruptcy and Insolvency Act* or other Act or an informal proposal for compromise or extension of time for repayment of its indebtedness to its creditors, and the same is not dismissed or stayed within thirty (30) days of such event;
 - (iv) if the Tenant is a corporation, it has taken action with a view to winding-up, dissolution or liquidation;
 - (v) the Tenant has committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property and the Tenant has not taken reasonable action to remove same within 15 days of being notified of the circumstances (other than a lien or encumbrance with respect to the Landlord's Improvements); or
 - (vi) the Tenant without the written consent of the Landlord abandons the Premises or sells or disposes of goods, chattels, fixtures and/or equipment of the Tenant or removes any of such goods, chattels, fixtures and/or equipment from the Premises so there would not, in the event of an abandonment, sale or disposal be sufficient goods on the Premises available for a distraint by the Landlord to satisfy all rents due or accruing due hereunder;
- (d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums; or

- (e) the Premises are used by any other person or persons (other than a Permitted Transferee) or for any other purpose than as provided for in the Lease without the written consent of the Landlord.
- 19.2 When an Act of Default on the part of the Tenant has occurred the Landlord shall have the right to:
 - (a) demand the current month's rent together with the remaining rent due for the Term, all of which shall become due and payable immediately as accelerated rent; or
 - (b) terminate this Lease; or
 - (c) re-enter the Premises and deal with them as it may choose; or
 - (d) any one or more of the above.
- 19.3 If the Landlord elects to re-enter as herein provided, it may either terminate this Lease or it may from time to time without terminating the Tenant's obligations under this Lease, make alterations and repairs considered by the Landlord necessary to facilitate a reletting, and relet the Premises or any part thereof as agent of the Tenant for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion considers advisable. Upon each reletting all rent and other moneys received by the Landlord from the reletting will be applied, first to the payment of any costs and expenses of such reletting including brokerage, professional and solicitor's fees and the costs of any alterations and repairs, second to the payment of indebtedness other than rent due hereunder from the Tenant, and third to the payment of rent due and unpaid hereunder. The residue, if any, will be held by the Landlord and applied to payment of future rent as it becomes due and payable.
- 19.4 If the rent received from the reletting during a month is less than the rent to be paid during that month by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid monthly. No re-entry by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of that intention is given to the Tenant. Notwithstanding a reletting without termination, the Landlord may elect at any time to terminate this Lease for a previous breach. If the Landlord terminates this Lease for any breach, in addition to other remedies it may have, it may recover from the Tenant all damages it incurs by reason of the breach, including the costs of recovering the Premises, reasonable professional and solicitor's fees, and the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remainder of the Term, all of which amounts immediately will be due and payable by the Tenant to the Landlord.
- 19.5 If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant covenants and agrees to pay to the Landlord until the expiry date of the Term of this Lease any difference between the amount of rent agreed to be paid for the Term hereby granted and the amount of rent any new tenant pays to the Landlord;
- 19.6 The Landlord may recover the accelerated rent in the same manner as rent hereby reserved and in arrears and the option to terminate the Lease will be deemed to have been exercised if the Landlord or its agent gives written notice to that effect to the Tenant.

- 19.7 If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the reasonable costs of such rectification to the Tenant and to recover the costs as rent.
- 19.8 If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it from exercising its remedies with respect to a subsequent Act of Default.
- 19.9 No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing.

20 LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

- 20.1 If the Tenant fails to perform an obligation of the Tenant under this Lease, the Landlord may perform the obligations and for that purpose may enter upon the Premises on not less than five (5) days prior notice to the Tenant or without notice in the case of an emergency and do such things in respect of the Premises as the Landlord considers necessary. The Tenant will pay as additional rent all expenses incurred by or on behalf of the Landlord under this section plus ten percent (10%) for overhead upon presentation of a bill therefor. The Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord unless caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law.

21 QUIET ENJOYMENT

- 21.1 If the Tenant pays the rent and other sums herein provided when due and observes and performs all of the terms, covenants and conditions on the Tenant's part to be observed and performed hereunder the Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hinderance or interruption by the Landlord or any other person lawfully claiming by, through or under the Landlord, subject, nevertheless, to the terms, covenants and conditions of this Lease.

22 LEGAL EXPENSES

- 22.1 If the Landlord brings an action against the Tenant arising from an alleged breach of a covenant or condition in this Lease to be complied with by the Tenant and the Court establishes that the Tenant is in breach of the covenant or condition, the Tenant will pay to the Landlord all reasonable expenses incurred by the Landlord in the action including reasonable legal fees (on a solicitor/client basis) and disbursements.

23 HEALTH ACT

- 23.1 The Tenant covenants that uses which are noxious or otherwise undesirable because of smoke, noise, dirt, glare, odour, radiation or electrical interference or which are an offensive trade within the meaning of the *Public Health Act* (British Columbia), as amended, shall not be permitted on the Premises.

24 LOSS OR DAMAGES TO PREMISES

- 24.1 If the Premises or the Property are damaged, destroyed or rendered inaccessible or unsafe to access, in whole or in part, by fire or other peril, then the following provisions shall apply:

- (a) if the damage, destruction or inaccessibility renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 180 days from the happening of such damage, destruction or inaccessibility (as determined by the Landlord's architect, acting reasonably), then the Term hereby granted shall cease from the date the damage, destruction or inaccessibility occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the rent from the time of the surrender shall abate;
- (b) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 180 days from the happening of the damage, destruction or inaccessibility, but the damage, destruction or inaccessibility renders the Premises wholly unfit for occupancy (as determined by the Landlord's architect, acting reasonably), and the Landlord, in its sole discretion, decides to effect such repairs and gives notice thereof to the Tenant within 30 days from the happening of such damage, destruction or inaccessibility, then the rent hereby reserved shall not accrue after the day that such damage, destruction or inaccessibility occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay rent shall resume immediately after the necessary repairs have been completed; provided, however, that if the Landlord, in its sole discretion, decides not to effect such repairs and gives written notice thereof to the Tenant within 30 days of the date of the damage or destruction, the damage, destruction or inaccessibility shall be deemed to be incapable of repair within 180 days and the provisions of subsection 24.1(a) shall apply;
- (c) if the Premises can be repaired within 180 days as aforesaid, but the damage, destruction or inaccessibility is such that the Premises are capable of being partially used, then until such damage, destruction or inaccessibility has been repaired, the Tenant shall continue in possession and the rent shall abate proportionately.

24.2 There shall be no abatement from or reduction of the rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever, unless caused by the negligence of the Landlord or those for whom it is in law responsible.

25 HOLDING OVER

25.1 If the Tenant shall hold over after the expiration of the Term hereby granted and the Landlord shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year and shall be subject to cancellation by either party upon one clear months' notice mailed by certified mail or delivered by hand. The resultant monthly tenancy shall be subject to all terms and conditions of this Lease except those regarding the Term and the Basic Rent. The Basic Rent for the resultant monthly tenancy shall be One Hundred and Twenty-five (125%) percent of the Basic Rent payable in the last month of the Term or Renewal Term as the case may be.

26 ASSIGNMENT OR SUBLETTING

26.1 The Tenant shall not otherwise assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not be unreasonably withheld.

- 26.2 Assignments or subletting to the following assignees or subletters shall not constitute an assignment requiring consent under this Lease (the "Permitted Transferees"):
- (a) to a wholly owned subsidiary or affiliate of the Tenant; or
 - (b) following a change of control of the Tenant.
- 26.3 The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- 26.4 Any consent granted by the Landlord shall be conditional upon:
- (a) the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as a Tenant;
 - (b) the Tenant not then being in default of any of the provisions of this Lease; and
 - (c) the payment of Two Hundred Fifty (\$250.00) Dollars from the Tenant to the Landlord as payment for the administrative costs arising for such assignment or subletting.
- 26.5 Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its covenants, agreements, and obligations under this Lease, including the obligation to pay the Basic Rent and Additional Rent as provided for herein.

27 **FOR LEASE NOTICES**

- 27.1 The Tenant will allow "For Sale" and/or "For Lease" notices to be placed and remain on the Premises in a conspicuous location for the period commencing ninety (90) days prior to the expiration of this Lease (unless the Tenant has exercised its option to renew the Lease), and will allow prospective purchasers or tenants to enter and inspect the Premises during normal business hours and on reasonable notice from the Landlord during the said ninety (90) days.

28 **NOTICE**

- 28.1 The Landlord and Tenant hereby agree that any notice hereby required shall be regularly given and properly received forty-eight (48) hours after it addressed and mailed by certified mail as hereinafter set forth:

To the Landlord: Attn: District of Barriere
4936 Barriere Town Rd., Barriere, BC V0E 1E0

To the Tenant: Attn: Barriere & District Chamber of Commerce
Box 1190, Barriere, BC V0E 1E0

29 **REGISTRATION OF LEASE**

- 29.1 In the event that the Tenant wishes to register this Lease or a short form of lease with respect thereto, under the *Land Title Act* the Tenant may do so, and all costs including survey expense, legal fees, etc., shall be for the account of the Tenant.

- 30.1 The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and vice versa, and words importing persons shall include firms and corporations and vice versa;
- 30.2 Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively;
- 30.3 Where there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several;

31 SPECIAL PROVISIONS

- 31.1 The Tenant will be responsible for all renovation costs relating to work initiated by the Tenant.


32 ENTIRE AGREEMENT

- 32.1 This Lease constitutes the entire agreement between the parties hereto and there are no representations, warranties, covenants or terms except as contained herein. No amendment shall be made to this Lease unless it is made in writing, executed by both parties.



IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

THE DISTRICT OF BARRIERE

by its authorized signatory:

x 
Print name: Tasha Buchanan, Acting CAO

**BARRIERE AND AREA CHAMBER OF
COMMERCE** by its authorized signatory:

x 
Print name: 

SCHEDULE "A"

PROPERTY AND OPERATING COSTS

Items Included and Extra to Basic Rent	Provided by Landlord Cost Included in Basic Rent	Provided by Landlord Cost as Additional Rent paid by Tenant	Provided by Tenant Cost Borne by Tenant
1. Fuel		x	
2. Property taxes		X	
3. Electricity		X	
4. (a) Water/Sewer (b) Garbage	X X		
5. Disposal of Recyclables Generated from the Premises			X
6. Internet/Wi-Fi			X
7. Parking Lot Maintenance	X		
8. Common Area Lighting and Lamp, Tube, and Ballast Replacement	X		
9. Roof and Exterior Maintenance	X		
10. Maintenance & Repair Heating/Cooling System		x	
11. Plate Glass Insurance/Maintenance for the Premises			X
12. Lamp, Tube and Ballast Replacement for the Premises			x
13. Insurance on Property		X	

14.	Maintenance - Common Areas and Landscape	X		
15.	Maintenance and Repair -Common Areas Including Plumbing & Electrical Panel	X		
16.	Maintenance and Repair – Premises Plumbing & Electrical			X
17.	Overhead and Passage Doors in Common Areas, Repairs and Maintenance	X		
18.	Passage Doors in Premises			X
19.	Exterior Window Cleaning (x2) annually	X		
20.	Janitorial and Supply Common Areas including washrooms	X		
21.	Janitorial and Supply of the Premises			X
22.	Structural Repairs	x		
23.	All other costs related to the Premises			x
24.	All other costs related to the Property	x		

SCHEDULE "B"

(ATTACH PLAN)

SCHEDULE "C"

Tenant's Improvements

SCHEDULE "D"

The Services

For the purposes of this Lease, the "**Services**" to be provided by the Tenant to the Landlord during the Term are defined as follows:

Property management services in respect of operation, maintenance and management of the Property including, without limitation:

- first point of contact for security monitoring, including responding to all alarm calls;
- coordinate and schedule all bookings for boardrooms and common areas;
- act as the initial contact person with all tenants of the Property;
- supervising the Property generally to safeguard against potential damage to the Property or harm to existing tenants;
- communicating with Landlord staff, including in relation to any issues or problems relating to the Property or any tenants;
- coordinate and supervise any custodial contractors hired by the Landlord to clean common areas of the Property and ensure the Property is in a clean and orderly condition;
- coordinate and supervise any contractors hired by the Landlord to carry-out Property maintenance, painting, and repairs to common areas;
- coordinate and supervise contractors hired by the Landlord for exterior maintenance including snow removal;
- keep regular and accurate records of Services provided under this Lease; and
- provide regular updates to the Landlord on the status of all Services provided.

Revenue Anticipation Borrowing Bylaw
District of Barriere
Bylaw No. 262

A bylaw to provide for the borrowing of money in anticipation of revenue

WHEREAS the municipality may not have sufficient money on hand to meet the current lawful expenditures of the municipality;

AND WHEREAS it is provided by Section 177 of the *Community Charter* that Council may, without the assent of the electors or the approval of the Inspector of Municipalities, provide for the borrowing of such sums of money as may be necessary to meet the current lawful expenditures of the municipality provided that the total of the outstanding liabilities does not exceed the sum of:

- a) The whole amount remaining unpaid of the taxes for all purposes levied during the current year, provided that prior to the adoption of the annual property tax bylaw in any year, the amount of the taxes during the current year for this purpose shall be deemed to be 75% of the taxes levied for all purposes in the immediately preceding year; and
- b) The whole amount of any sums of money remaining due from other governments;

AND WHEREAS there are no liabilities outstanding under Section 177;

AND WHEREAS the total amount of liability that Council may incur is \$1,286,704 made up of the sum of \$865,704, being 75% of the whole amount of the taxes levied for all purposes in prior year, and \$421,000 being the whole amount of the sum of money remaining due from other governments;

NOW THEREFORE the Council of the District of Barriere, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as "*Revenue Anticipation Borrowing Bylaw No. 262*".
2. *Revenue Anticipation Borrowing Bylaw No. 252* is hereby repealed as of January 1st, 2026.
3. The Council shall be and is hereby empowered and authorized to borrow upon the credit of the municipality an amount or amounts not exceeding the sum of \$750,000.00.
4. The form of obligation to be given as acknowledgement of the liability shall be a promissory note or notes bearing the corporate seal and signed by the Mayor and the officer assigned the responsibility of financial administration of the municipality.
5. All unpaid taxes and the taxes of the current year when levied or so much thereof as may be necessary shall, when collected, be used to repay the money so borrowed.

READ A FIRST TIME this **17th day of November, 2025.**

READ A SECOND TIME this **17th day of November, 2025.**

READ A THIRD TIME this **17th day of November, 2025.**

RECONSIDERED and FINALLY PASSED and ADOPTED this day of , 2025.

Mayor Rob Kerslake

Corporate Officer

Certified a true copy of Bylaw No. 262 as adopted.

Corporate Officer

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: November 17, 2025	File: 5a
To: Council	From: K. Abel, CFO
Re: DRAFT 2026 Revenue Anticipation Borrowing Bylaw No. 262	
<u>Recommendation:</u> THAT Council give first three readings to the 2026 Revenue Anticipation Borrowing Bylaw No. 262	

Purpose

To renew the annual revenue anticipation borrowing bylaw which is required annually in order to permit a municipal government to possess a bank overdraft agreement. The 2025 Revenue Anticipation Borrowing Bylaw No. 252 was adopted in February of 2025 for the 2025 calendar year. The attached draft bylaw applies to the year 2026 and is presented to Council for consideration and first three readings.

Background

Section 177 of the *Community Charter* (Revenue Anticipation Borrowing) gives municipalities the authority to borrow money to meet operational cash flow shortfalls between the beginning of the year and the receipt of property taxes or monies from other governments. Any funds that are borrowed must be immediately repaid as these amounts are subsequently received.

The maximum amount the District can borrow under Section 177 of the *Community Charter* is the total of all unpaid taxes for all purposes, imposed during the current year, and the money remaining due from other governments. If the annual property tax bylaw has not been adopted, as is the case here, the taxes are deemed to be 75% of municipal property taxes imposed for all purposes in the previous year, along with the sum of money remaining due from other governments. The 75% limit for 2026 from the 2025 municipal property taxes collected in the amount of \$1,154,272 would be approximately \$865,704, which when added to the District's annual small community grant of \$421,000, the maximum limit the District can set to borrow in this bylaw, is \$1,286,704. The \$750,000 amount once again proposed in this bylaw is therefore substantially below the 75% limit set by the *Community Charter*.

With adopted Bylaw No. 252, the District established an operating line of credit with the local Credit Union for this purpose. Staff are recommending to continue with this agreement with the local Credit Union for 2026 as the interest rates are moderately comparable and the process is simpler. The interest rate offered by the Beem Credit Union is Prime minus 0.5%.

Although staff do not anticipate a need to borrow any funds to cover normal operations, the adoption of an annual Revenue Anticipation Bylaw is a requirement for the District to continue the operating loan (overdraft) agreement with the Beem Credit Union. The attached Draft Bylaw No. 262 is the District's proposed 2026 *Revenue Anticipation Borrowing Bylaw* for this \$750,000 operating line of credit. Going forward, this will continue to be an annual bylaw adoption process as required by the *Community Charter*, most likely to be included for Council consideration by November/December each year.

Benefits or Impacts

General

This bylaw is a statutory and contractual requirement for the District to continue the operating loan and overdraft arrangement with Beem Credit Union.

Finances

With an already established operating loan agreement with Beem Credit Union in place for a \$750,000 line of credit, keeping this lending facility in place will ensure the overall operations of District services can continue without interruption should it be necessary due to any unexpected low cash flows.

Strategic Impact

N/A

Risk Assessment

Compliance:

This is an annual bylaw which is authorized under Section 177 of the Community Charter and will fulfil the requirement of a banking agreement with the Credit Union.

Risk Impact:

Moderate. Adoption of this bylaw is necessary if the District wishes to continue with its overdraft and operating loan with the Credit Union as required annually in order to maintain the agreement.

Internal Control Process:

Staff will need to provide the Credit Union with a copy of the bylaw upon adoption.

Next Steps / Communication

Staff will provide the Credit Union with a copy of the bylaw upon adoption.

Attachments

- 1) DRAFT 2026 Revenue Anticipation Borrowing Bylaw, No. 262

Recommendation

THAT Council gives 1st, 2nd and 3rd readings to 2026 Revenue Anticipation Borrowing Bylaw, No. 262

Alternative Options

1. Council could choose not to give this bylaw first three readings. In that case, the District would not have an overdraft facility on its operating account and would not be able to take advantage of operational short-term borrowing if it became necessary to do so.



BYLAW NO. 263

REVENUE ANTICIPATION BORROWING BYLAW

DISTRICT OF BARRIERE

A bylaw to provide for the borrowing of money in anticipation of revenue

WHEREAS the District of Barriere does not have sufficient money on hand to meet the current lawful expenditures of the municipality;

AND WHEREAS it is provided by Section 177 of the *Community Charter* that Council may, without the assent of the electors or the approval of the Inspector of Municipalities, provide for the borrowing of such sums of money as may be necessary to meet the current lawful expenditures of the municipality provided that the total of the outstanding liabilities does not exceed the sum of:

- a) The whole amount remaining unpaid of the taxes for all purposes levied during the current year, provided that prior to the adoption of the annual property tax bylaw in any year, the amount of the taxes during the current year for this purpose shall be deemed to be 75% of the taxes levied for all purposes in the immediately preceding year; and
- b) The whole amount of any sums of money remaining due from other governments;

AND WHEREAS the District of Barriere's grant application for a Wastewater Treatment Upgrade has been approved under the Investing in Canada Infrastructure Program (ICIP) for the amount of \$5,213,376.00 or 73.33% of the actual eligible costs;

AND WHEREAS \$4,961,434.10 of the ICIP grant is still outstanding;

AND WHEREAS claims will be submitted to the Province on a quarterly basis;

AND WHEREAS a maximum of Two Million Dollars (\$2,000,000) may be outstanding under this bylaw at any given time;

AND WHEREAS there are no liabilities outstanding under Section 177;

NOW THEREFORE the Council of the District of Barriere, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as "Revenue Anticipation Borrowing Bylaw No. 263."
2. The Council shall be and is hereby empowered and authorized to borrow upon the credit of the municipality an amount or amounts not exceeding the sum of Four Million, Nine Hundred and Sixty One Thousand, Four Hundred and Thirty-Four Dollars and Ten Cents (\$4,961,434.10), of which a maximum of Two Million Dollars (\$2,000,000.00) may be outstanding at any given time.

- | | |
|----------------------------------|--|
| READ A FIRST TIME this | 17 th day of November, 2025. |
| READ A SECOND TIME this | 17 th day of November, 2025. |
| READ A THIRD TIME this | 17 th day of November, 2025. |
| RECONSIDERED ADOPTED this | day of , 2025. |

Tasha Buchanan, Corporate Officer

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: November 17, 2025	File: 5b
To: Council	From: K. Abel, Chief Financial Officer
Re: DRAFT Revenue Anticipation Bylaw No. 263	
<u>Recommendation:</u> THAT Council give first three readings to the Revenue Anticipation Bylaw No. 263	

Purpose

To renew, by Bylaw, the District's annual *Revenue Anticipation Bylaw No. 252* which allows the District to obtain interim funding for the construction of its Wastewater Treatment Upgrade project funded in part under the Investing in Canada Infrastructure Program (ICIP). The Province will make financial contributions to the District which will not exceed the lesser of seventy three point thirty three percent (73.33%) of the total Eligible Expenditures of the Project or Five Million Two Hundred Thirteen Thousand Three Hundred Dollars and Zero Cents (\$5,213,376) being the maximum amount (the 'Total Contribution') approved to be paid under the funding agreement to pay for Eligible Expenditures incurred by the District.

Background

Section 177 of the *Community Charter* (Revenue Anticipation Borrowing) gives municipalities the authority to borrow money for a short term in anticipation of the receipt of funding such as grant payments from other levels of government, or to fund operating expenditures pending the receipt of current year property taxes. The maximum allowable term for this borrowing is one year. Council adopted Revenue Anticipation Bylaw No. 253 in February 2025 that applies in the 2025 year. A new bylaw must be adopted to apply to any necessary borrowing for this purpose in 2026.

The District is forecasting significant capital expenditures towards the Wastewater Treatment Upgrade project in 2026 and may face cash flow shortfalls due to the turnaround time between cash being outlaid and reimbursed by the Provincial government.

The total amount approved under the grant is \$5,213,376.00 and to date, a total of \$251,941.94 in expenses have been submitted and reimbursed by the Province. This leaves a total of \$4,961,434.10 of the ICIP grant outstanding.

Any borrowing under this bylaw will only be used to fund expenditures which have been included in the 2025-2029 financial plan.

The loan would be in the form of a non-revolving line of credit with the Municipal Finance Authority, with interest payable only when drawdowns are made against it.

Council approved similar bylaws in 2012, and 2017 to finance the Solar Aquatics Wastewater Reclamation and the Water Supply and Distribution System Improvement projects, respectively. The same scenario is expected in 2026 as it was in 2025, and use of these funds is only a last resort to fund unforeseen cashflow constraints that may arise.

This bylaw, No. 263, relates only to the grant revenue available under the ICIP program, as it relates to capital expenditures for Wastewater Treatment Upgrades, and is separate and distinct from Bylaw No. 262, which applies to the District's proposed operating line of credit with Beem Credit Union. Although borrowing for both the credit union and MFA could be included in a single bylaw, the Municipal Finance Authority has recommended that the District adopt two separate bylaws.

Benefits or Impacts

General

Revenue anticipation bylaws can cause confusion. For clarification, this bylaw does not allow the District to take on a debt in the amount of \$5.1million. This bylaw reflects that the District has already been approved for and will be receiving, prior to the end of 2026, \$4,961,434.10 to complete an already approved and funded project. It also allows the District, in the event that the District does not have \$5.1m in cash to pay for the expenses incurred by this project up front without impacting day to day operational expenditures while waiting for reimbursement, to borrow in this amount, provided it be reimbursed by December 31, 2026. As noted previously, this is a purely precautionary and proactive measure to ensure the District can continue meeting their short-term grant-funded capital project expenditure cashflows.

Finances

This short-term borrowing would be at a variable interest rate which, at the time of writing this report is 3.0%. Interest charges are not eligible expenses under the ICIP funding agreement. This expense will not be incurred unless the District utilizes the loan.

Strategic Impact

Priority #3 – Goal 1 – Complete Wastewater Treatment Project

Risk Assessment

Compliance:

This is an annual bylaw authorized under Section 177 of the *Community Charter* and is required to set up short-term credit with the Municipal Finance Authority, and will expire at year end.

Risk Impact:

Moderate.

Internal Control Process:

Staff will need to provide the Municipal Finance Authority with a copy of the bylaw upon adoption, as well as a copy of this report.

Any funds received from the Federal or Provincial Governments as included in this bylaw, must be used to repay amounts borrowed under this bylaw, with the loan repayable in full by the end of the year.

Next Steps / Communication

If Council provides this draft Bylaw's first three readings at this meeting, the bylaw will return for adoption consideration at the next Regular Council Meeting. From there, if adopted, Staff will proceed with renewing the line of credit with the Municipal Finance Authority.

Attachments

- 1) DRAFT Revenue Anticipation Borrowing Bylaw, No. 263
-

Recommendation

THAT Council gives first three readings to Revenue Anticipation Borrowing Bylaw, No. 263

Options

1. Council could choose not to consider this draft bylaw. In that case, the District would not be able to access any short-term borrowing to fund Water Treatment Upgrade expenditures and a cash flow issue may occur.

**DISTRICT OF BARRIERE
BYLAW NO. 264**

**A BYLAW TO DISSOLVE THE DISTRICT OF BARRIERE STREET LIGHTING UTILITY BILLING
SERVICE**

The Council for the District of Barriere, in open meeting lawfully assembled, **ENACTS** as follows:

1. Title

- 1.1 This bylaw may be cited as the “*Street Lighting Utility Billing Service Repeal Bylaw No. 264*”.

2. General

- 2.1. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.
- 2.2. If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

3. Repeal, Effective Date, Authority, and Amendment

- 3.1. The *District of Barriere Street Lighting By-law No. 0045, 2009* and all amendments hereto shall be repealed as of January 31, 2026.
- 3.2. The Street Lighting Utility Billing Service shall be dissolved as of January 31, 2026.
- 3.3. Effective February 1, 2026, the *District's Fees and Charges Bylaw No. 73*, as amended, hereto shall further be amended by removing any references to Street Lighting charges and schedules.
- 3.4. The District's Chief Administrative Officer, or designate, is directed to reallocate any annually collected street lighting related utility billing revenue to general taxation for 2026 and for any future years, and is further directed to no longer issue any Utility Billing notices that include Street Lighting fees and charges for utility bills issued after January 31, 2026.

READ A FIRST TIME this **17th** day of **November, 2025**

READ A SECOND TIME this **17th** day of **November, 2025**

READ A THIRD TIME this **17th** day of **November, 2025**

ADOPTED this _____ day of _____, 20_____.

Mayor – Rob Kerslake

Corporate Officer – Tasha Buchanan

DISTRICT OF BARRIERE
DRAFT BYLAW NO. 265

A BYLAW TO REGULATE, PROHIBIT, AND IMPOSE REQUIREMENTS IN RELATION
TO CONNECTION TO AND USE OF THE WATERWORKS SYSTEM WITHIN THE
DISTRICT OF BARRIERE

The Council for the District of Barriere, in open meeting lawfully assembled, **ENACTS** as follows:

1. Title

1.1 This bylaw may be cited as the “*Water Regulations Bylaw No. 265*”.

2. Definitions:

2.1 In this bylaw, unless the context requires otherwise:

“**Agricultural Irrigation**” shall mean a system of irrigation involving the controlled delivery of water for the purpose of cultivating crops and/or livestock;

“**Applicant**” shall mean any owner or their agent making an application for service, service connection, or the Turn On or Turn Off of water;

“**Approved Backflow Prevention Assembly**” shall mean a backflow preventer that is designed to be tested and repaired in-line and meets the design and installation criteria requirement of the Canadian Standards Association (CSA) standards B.64.10-07/Series 01 (or the most current) and the USC FCCCHR approval criteria;

“**Auxiliary Water Source**” shall mean any water supply on or available to the premises other than the District of Barriere’s approved public water supply;

“**Backflow**” shall mean flow of water or other liquids, gases or solids from any source back into the Customer’s plumbing system or the Waterworks system;

“**Backflow Assembly Test Report**” shall mean a form provided by or approved for use by the District of Barriere to be used when testing backflow assemblies to record all pertinent information and test data;

“**Backflow Assembly Tester**” shall mean a person holding a valid certificate from the American Water Works Association – British Columbia Section, for testing backflow prevention assemblies.

“**Backflow Preventer**” shall mean a mechanical apparatus installed in a water system that prevents backflow of Contaminants into the Waterworks system;

“**Bylaw Notice Enforcement Bylaw**” means the District’s current Bylaw Enforcement Bylaw No. 95, as amended or replaced from time to time.

“Bylaw Enforcement Officer” means an RCMP Officer, peace officer, and/or any of the following District of Barriere staff or their designate:

- Chief Administrative Officer
- Bylaw Enforcement Officer
- Utilities Manager
- Utilities Staff (Operators)
- Building Inspector

“Commercial User” shall mean any user other than domestic user;

“Connection or Connect” shall mean tying into, tapping or otherwise connecting to the waterworks system of the District by means of pipes, valves, fittings or other apparatus;

“Conservation Stage” means restrictions and conservations on water use as specified in Schedule A of this bylaw;

“Contaminant” shall mean any physical, chemical, biological or radiological substance or matter in water which may render the water non-potable, according to regulations of the Province of British Columbia Drinking Water Protection Act & Regulations, or other applicable legislation of the day;

“Council” shall mean the Council of the District of Barriere;

“Curb Stop” shall mean the valve on a service pipe located on the street or lane at or near an Owner’s parcel boundary;

“Customer” shall mean the registered Owner or agent for the Owner of any property served by the District’s Waterworks System, and also any person who is the occupier of any such premises, and also any person who obtains water from a fire hydrant or by any service from the waterworks system;

“Cross Connection” means any actual or potential physical connection whereby the District’s Waterworks System is connected, directly or indirectly, with any non-potable or unapproved private water system, sewer, drain, conduit, well, pool, storage reservoir, plumbing fixture, or any other device which contains, or may contain contaminated water, liquid, gases, sewage, or other waste, or unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow;

“Cross Connection Control Program” means the District of Barriere Cross Connection Control Program and Guidelines which provide further reference and direction, standard operating procedures, bulletins and other program updates relevant to this bylaw;

“CSA” is the abbreviation for the Canadian Standards Association;

“Discontinue” means to terminate the arrangement between the District of Barriere and the Customer for the supply of water and to Turn Off the service pipe, disconnect it, or remove it;

“Disconnection” shall mean the turning off or complete removal of a water connection;

"District" means the District of Barriere.

"Domestic Use" means the use of water for normal operation of a residential home;

"Domestic User" shall mean any Owner of land connected to the Waterworks system using water for residential household requirements, sanitation, fire prevention, or lawn and garden irrigation purposes;

"Drip Irrigation" means a system of irrigation involving the controlled delivery of minimal water directly to individual plants through a network of tubes or pipes;

"Duly Authorized Agent" includes a person, firm or corporation authorized to act either on behalf of an Owner or the District as specified;

"Dwelling Unit" shall mean a building or portion of a building where one or more rooms with self-contained cooking, eating, living, sleeping and sanitary facilities are used or intended to be used as a single residential unit for one or more persons.

"Fees and Charges Bylaw" means the current Fees and Charges Bylaw No.73, as amended or replaced from time to time;

"Fill" means to fill more than 15% of the total capacity of a swimming pool, wading pool, hot tub, garden pond or decorative fountain or water feature;

"Fire Hydrant Use Permit" means a permit used by the District of Barriere for any person requesting water from a Fire Hydrant for purposes other than emergency fire protection;

"Meter Pit" shall mean a chamber installed below or above ground over a residential or irrigation water service for the purpose of installing a Water Meter;

"Occupier" has the same meaning as in the *Community Charter*, as amended or replaced from time to time.

"Owner" has the same meaning as in the *Community Charter*, as amended or replaced from time to time.

"Potable Water" means water that is fit for human consumption as defined in the Drinking Water Protection Act and Regulations;

"Premises" means land, a building, or a structure or a part of land, a building, or a structure or a combination of these used or occupied by a Customer.

"Private Water system" shall mean any privately owned pipe and fittings intended for the delivery or distribution of water within a premise or to a property and includes any domestic use, irrigation system, green house and hydroponics system, and any other use of water supplied by the Waterworks System;

“Reduced Pressure Backflow Assembly” a backflow preventer consisting of a mechanically independent acting, hydraulically dependent relief valve located in a chamber between two independently operating, force-loaded check valves, the intermediate chamber pressure always being lower than the supply pressure when there is a positive pressure on the supply side. The unit includes properly located resilient-sealed test cocks and tightly closing resilient-seated shut-off valves at each end of the assembly. This device is designed for use under continuous pressure;

“Service” shall mean the supply of water from the District of Barriere Water System to any property and shall include all pipes, taps, valves, connections and other things necessary to supply or actually used for the purpose of such supply;

“Service Connection” shall mean the connecting line from the Waterworks System to the parcel boundary and includes all related pipes, shut-off valves and other appurtenances;

“Soaker Hose” shall mean is a porous flexible tube that looks like a garden hose;

“Staff” means Chief Administrative Officer or designate.

“Top-up” shall mean less than 15% of the total capacity of a swimming pool, wading pool, hot tub, garden pond or decorative fountain or water feature;

“Turn-Off” shall mean to discontinue the Water Service to any Owner or any lot by closing a Curb Stop or by such other means as the District finds appropriate;

“Turn-On” shall mean to commence the service to any owner or any lot by opening a Curb Stop or by such other means as the District finds appropriate;

“Used Water” means any potable water which is no longer in the waterworks distribution system including potable water that has moved downstream or past the service connection (curb stop) and/or the property line to the private water system;

“Utility Billing Bylaw” means the District's current Utility Billing Bylaw, as amended or replaced from time to time.

“Water Connection” shall mean a connection to a main supply line and extending to the property line of the owner for the purpose of conveying water to the said owner;

“Water Meter” means an apparatus or device used for measuring the volume of water passing through it and includes any accessories such as remote reader device and connection cable;

“Water Service” means and includes the supply of water to any Owner or any lot and all the pipes, valves, fittings, meters, connections and other components necessary for the purpose of such supply;

“Watering System” means a watering system which may include in-ground, automated or drip systems, hoses or sprinklers, that supply domestic use water outdoors and which consumes less than 12 imperial gallons per minute and operates at less than 65psi.

“Waterworks System” shall mean the entire water system operated by the District, including, without limitation, the distribution systems and the intake, any water treatment facilities, pipes, valves, meters, transmission and distribution lines, pumping equipment, reservoir and the like from the source of water up to and including the individual Service Connection, but does not include water servicing on individual properties.

3. General Provisions:

- 3.1. To the extent that the District has not already established the service of water supply, the District hereby establishes the service of supplying water to all local service areas that provide a Water Service in the District through the Waterworks System and operating, constructing, maintaining, and regulating the Waterworks System.
- 3.2. **Staff manages the Waterworks System.**
- 3.3. All water pipes, connections, appurtenances or facilities required for water supply to the Owner's property line which are constructed, whether at the Owner's expense or the District's expense, in present or future public highways or within the District right-of-way property shall be the property of the District.
- 3.4. All building plumbing systems shall conform to the appropriate District regulations and the British Columbia Plumbing Code. Notwithstanding this provision, plumbing systems that pre-exist this bylaw and which do not conform to the appropriate regulations shall be required to conform should the plumbing system be renovated or replaced or should the system fail to withstand the normal water pressure of the water system.
- 3.5. A person must maintain the portion of a Water Service on their property in good repair and must immediately advise the District of any defect in their Water Service.
- 3.6. All persons using water shall protect their service pipes, shut-off valves, meters and other fixtures from frost and other damage at their own risk and expense. When any premises are vacated in the winter, the buildings' shut-off valve shall be turned off.
- 3.7. The District is not responsible for frozen water lines or the cost of thawing or repairing frozen water lines on private property.
- 3.8. The District shall be responsible for the maintenance of the Water Service from connection at the center of Curb Stop to the District's water main. The property owner shall be responsible for the maintenance of the Water Service on their property, from the center of Curb Stop to their building.
- 3.9. The District may impose minimum standards that must be met and satisfied relating to the type of Backflow Preventer and the installation and maintenance of the same as specified by the District Cross Connection Control Program.
- 3.10. **Owners shall not establish a private water source for any purposes on their Premises if District Waterworks Services are available within a reasonable distance, as determined by Staff. Exceptions may be made by Staff if the Premises are larger than one (1) acre in size and the Private Water Source is only used for Agricultural Irrigation purposes or a specific institutional,**

commercial, or industrial function that requires a substantial amount of water, subject to Provincial and/or Health Authority approval. All other domestic water uses must be from the District's Waterworks System.

3.11. Hydrants must remain unobstructed by having a clear space of:

- a. at least 91.5cm (36") around the circumference of the fire hydrant; and
- b. at least 1.525m (60") in front of each hydrant connection;

unless otherwise required or approved by Staff.

4. Conditions:

- 4.1. The District retains the right to adjust the water supply pressure or change the flow or to interrupt the water supply due to emergency conditions or for the purpose of repairing, upgrading, or carrying out general maintenance. Where it is practical and time permits, notice shall be given to all Customers affected where alterations of pressure, quality, or interruption of service are to take place.
- 4.2. The District does not guarantee the supply, quality, or pressure of water, but must make reasonable efforts to supply high quality water in sufficient quantities.
- 4.3. The District, its officers, employees, or agents will not be held liable for any damage incurred as a result of a change or interruption in water supply, quality, pressure, or water containing sediments or other foreign matter, or a failure of the Waterworks System in any way.
- 4.4. Customers depending on a continuous or uninterrupted supply of water or having processes or equipment that require particularly clear or pure water shall provide emergency storage or other means for continuous and adequate supply of water suitable to their requirements at their own expense.
- 4.5. The District reserves the right to refuse to make any water distribution system extensions and/or install water service pipe to any property line under adverse conditions or if any sections of this bylaw have previously been violated.
- 4.6. Any water connection, pipe, apparatus, fitting, or fixture that is not in accordance with the requirements of this Bylaw or which would cause noises, pressure surges, disturbances which may result in annoyance to other customers, damage to the Water System or which may in any way contribute to a potential contamination of the District's Water System shall not be connected to, or allowed to remain connected to, the Waterworks System.
- 4.7. No connection shall be installed or maintained whereby water from an Auxiliary Water Source may enter the District's Water System or Private Water System unless such Auxiliary Water Source and the method of connection and use of such system conforms to the requirements under this Bylaw.
- 4.8. Where steam or hot water boilers or other equipment is fed with water by pressure directly from the Waterworks System, the District shall not be liable for any injury or damage which may result from such pressure or from lack of such pressure or any injury or damage resulting from the improper installation of a Backflow Preventer.

5. Fees and Charges:

- 5.1. The District may charge applicable fees in the Fees and Charges Bylaw and invoice the Customer in accordance with the Utility Billing Bylaw. For mobile home parks, the Owner of the mobile home park property shall be the customer for utility billing and account purposes.
- 5.2. A person must pay the applicable fees and charges in the Fees and Charges Bylaw.
- 5.3. The District may charge a fee to any property adjacent to the Waterworks System that can be serviced regardless of the existence of a Service Connection.
- 5.4. A person is responsible for all costs associated with extending the District's Waterworks System to service their property including, but not limited to, the cost of installing a Water Service, and any upgrades to or extensions of other parts of the Waterworks System.
- 5.5. A person is responsible for all costs associated with disconnecting a Water Service.

6. Applications and Permits:

- 6.1. The District reserves the right to refuse any application for Water Connection because of water supply and distribution reasons or because of unpaid fees or costs due.
- 6.2. An Owner or an Owner's Duly Authorized Agent must make an application to the District to install a Service Connection from the Waterworks System to the Owner's parcel boundary and a Water Connection from the Curb Stop to their private property and shall submit the associated application and sign-off of understanding that no municipal infrastructure can be exposed or worked on without written authorization from Staff in a form and process approved by the District. Prior to work commencing, the Owner shall pay to the District all the applicable fees for this connection as set out in the Fees and Charges Bylaw. The Owner shall pay the applicable cost to the District for an approved Water Meter and required valves that must be installed in or at the building that the Water Service is to be connected to. No application shall be considered approved until it has been signed by Staff.
- 6.3. The application to the District for Water Service is subject to the following:
 - a. The application shall provide the legal description and civic address of the property to be served, the intended use of the building, the requested size, including if applicable to size necessary for a fire sprinkler system, the purpose for which the water is to be used and all other information that may be required.
 - b. If the statement given is not accurate, any additional charge required to be made by reason that the statement is inaccurate shall be payable forthwith.
 - c. Upon receipt of such application, and provided a District water main is laid the full length of the Customer's property lines, the District will tap into the main and lay and install the service pipe to the Curb Stop at the property line.

- 6.4. Water Service supplied by the District's Waterworks System to a Customer shall only be provided where, in the opinion of the District, the Waterworks System has been effectively protected from any actual or potential Cross Connections existing at or within the Customer's Private Water System.
- 6.5. Where the application for Water Service has been made in accordance with this Bylaw and it is found that no water main extends 3 meters past the full length of the applicant's property, the applicant may have the option to:
- a. Pay for the construction of extra water main or Water Service which is required, providing an extension is approved by the District; or,
 - b. Accept a full return of monies they paid at the time of service application.
- 6.6. Where a specific size of Water Service has been requested and where the District cannot or will not readily supply such Service, the applicant may have the option to:
- a. Accept the size of Water Service as determined by the District;
 - b. Pay the appropriate cost of upgrading the District's water mains to meet the specific request; or,
 - c. Accept a full return of monies they paid at the time of service application.
- 6.7. All building water services shall be constructed and maintained by the property Owner at their expense, to the requirements of this Bylaw and those of the British Columbia Plumbing Code. Permit applications for such construction must be made to the District Building Department on the appropriate forms provided. Such application shall be supplemented by any plans, specifications or other information considered pertinent by the Building Department. No occupancy can occur until all permits have been approved and the necessary requirements adhered to.

7. Standards:

- 7.1. Staff must approve parts and materials used in Water Services, and a Water Service connected to the District's Waterworks System must conform to the Master Municipal Construction Documents as amended or replaced from time to time.
- 7.2. A person must construct or disconnect a Water Service in compliance with the District's standards.
- 7.3. Staff must approve a person or a company constructing or disconnecting a Water Service.
- 7.4. A minimum of **1.8 meters** of cover will be required over all service pipes including that portion of the service pipe between the Owner's property line and the Premises.
- 7.5. Each single-family Dwelling unit and each Dwelling unit of a semi-detached duplex or townhome shall have an individual Water Service Connection at least 19 millimeters (3/4 inch) in diameter or as specified in the British Columbia Plumbing Code.

- 7.6. The District may require that the diameter of water service connections be determined by a qualified engineer but the determination is subject to approval by the District, and in no case shall be less than 19 millimeters (3/4 inch) in diameter.

8. Water Meter:

- 8.1. Each property Owner with a Water Connection must at their own expense provide and install a shut-off valve, a pressure reducing valve, a radio frequency Water Meter and appropriate valves all to specifications set by the District.
- 8.2. The Owner owns the Water Meter installed on the Water Service and is responsible for all replacement and repair costs outside of the Water Meters standard warranty regulations.
- 8.3. In the case of property Owners refusing installation of a Water Meter within or under their Dwelling, a note from a physician certifying a health issue relating to the sensitivity of radio frequency (RF) is required.
- 8.4. If an Owner does not have a functional Water Meter on their Water Service, the District may, upon giving thirty days' notice to the Owner, install a Meter Pit and Water Meter at the property line at the sole cost of the Owner.
- 8.5. Property Owners without a Water Meter will be subject to a water rate fee as indicated in the Fees and Charges Bylaw.

9. Cross Connection Control:

- 9.1. Subject to provisions of this Bylaw, no person shall create a Cross Connection by Connecting, causing to be connected or allowing to remain connected to the District's Waterworks System any device, piping, fixture, fitting, container, appliance or any other chattel or thing which may under any circumstances allow non-potable water, used water, wastewater or any chemical, liquid, gas or other substance to enter the waterworks system.
- 9.2. Where Staff determines that there exists a Connection or Cross Connection prohibited by this Bylaw and/or the District's Cross Connection Control Program, written notice may be given to the Customer to correct the Connection or Cross Connection at the expense of the Customer within the time specified in the notice.
- 9.3. A Customer to whom notice has been given under this section shall correct the connection or cross connection by installing an Approved Backflow Prevention Assembly conforming to the CSA Standards B64.10-01/B64.10.1-01 or most current edition, for the selection, installation, maintenance and field testing of backflow preventers and as described in the District's Cross Connection Control Program.
- 9.4. In compliance with the BC Building Code, the property Owner will provide the District, within thirty (30) days of initial installation, repair or relocation of an approved backflow prevention assembly, a Backflow Assembly Report from a certified Backflow Assembly Tester confirming the following:
- a. The installation date of the Approved Backflow Prevention Assembly;

- b. The specific location of the assembly and what cross connection or hazard it is intended to isolate;
 - c. The manufacturer, model, size and serial number of the Backflow Preventer installed; and
 - d. That it is an Approved Backflow Prevention Assembly, installed correctly and in proper operating condition.
- 9.5. Approved Backflow Prevention Assemblies are required to be inspected and tested by a certified backflow assembly tester at least once in every twelve (12) month period or more often if requested by the District.
- 9.6. Where a Customer fails to have an Approved Backflow Prevention Assembly tested, the District may notify the Customer that the backflow assembly must be tested within seventy-two (72) hours. If the Customer fails to comply with such notice, the District or Duly Authorized Agent may discontinue the service or services and the Customer may be subject to penalties in the Bylaw Notice Enforcement Bylaw.
- 9.7. Where there is a visible or other indication that a Backflow Preventer is malfunctioning, it is the responsibility of the Customer to immediately notify the District and further, to stop using the Private Water System until the Backflow Preventer is replaced or repaired and retested. This includes but is not limited to damage by freezing, hot water, fire or due to neglect.
- 9.8. The Owner or Customer shall install a type of Backflow Preventer commensurate to the degree of hazard and that is approved by the District on the Private Water System at the location of the service Connection from the Waterworks System or other location(s) approved by the District.
- 9.9. Notwithstanding anything contained herein if, in the opinion of the District, the configuration of any water connection that creates a high risk of contamination to the Waterworks System, the Customer, shall install on the Private Water System at the location of the assembly, in addition to any Backflow Preventers installed in the Customer's Private Water System at the source of the potential contamination.
- 9.10. The failure to be sent a notice(s), or the failure to receive a notice(s), shall not excuse the mandatory duty of the Premise Owner or other responsible party to comply with this Bylaw and/or the District's Cross Connection Control Program and all other applicable bylaws.
- 9.11. Where any condition is found to exist which, in the opinion of the District, constitutes a Cross Connection with the Waterworks System, Staff shall either:
 - a. Turn Off the water supply services(s) to the Premises and notify the Owner or Customer that an Approved Backflow Prevention Assembly(s) shall be properly installed and tested at the expense of the Owners or Customer prior to the water service(s) being turned on;
 - b. Give notice to the Owner or Customer to correct the Cross Connection(s) at the expense of the Owner or Customer within a specified period. If the notice

is not complied with, the District may then discontinue water service or services;

- c. Install an Approved Backflow Prevention Assembly at the Service Connection with all costs being charged to the Owner or Customer.

- 9.12. Any person whose water has been turned off pursuant to this Bylaw shall not have the water from the District's Waterworks System turned on until all requirements of the District have been met and the Owner or Customer has paid to the District all costs associated with the Turn Off/Turn On of water service, the cleanup of contamination and the Customer's default under this section has been remedied.

Commercial and Agricultural Irrigation Use and Turn On

- 9.13. Where a Cross Connection exists between the District's Waterworks System and a Private Water System, in addition to the general provision stated in this bylaw, the owner or Customer shall also comply with the following:

- a. No person except for Staff shall Turn on an Agricultural Irrigation system.

- 9.14. Prior to commencement of operation of the Private Water System in each irrigation season, the Owner or any person operating a Commercial or Agricultural Irrigation shall have the Approved Backflow Prevention Assembly inspected and tested, at the Customer's expense, by a certified Backflow Assembly Tester. A copy of the test report shall be provided to the District within thirty (30) days of completion of the test.

- 9.15. An Approved Reduced Pressure Backflow Assembly (RPBA) shall be used whenever fertilizers, chemicals or any other substance detrimental to health are introduced to a Private Water System.

10. Disconnection of Service / Temporary Turn Off:

- 10.1. Application for Disconnection or Turn Off/Turn On shall be made to the District office by the Owner, either in person, by phone, fax, or email.
- 10.2. A person may request from Staff a temporary Turn Off of their Water Service for up to thirty days.
- 10.3. Staff may consider a temporary Turn Off of a Water Service a Disconnection if a part of the Water Service is changed or if the Water Service is Turned Off for more than thirty days.
- 10.4. Once an application is made for water Turn off, and the water has been turned off by Staff, the Owner shall remain responsible for the water line from the property line to their building, including drainage of same.
- 10.5. If a service line is found to be turned on and no record of the Turn-on exists in the District files, it will be deemed appropriate to have the owner excavate the installation and all connections for inspection by the District and charge any rates, rents, and charges retroactive to the time when the District determines that the Connection was made.

10.6. Staff are authorized to temporarily Turn Off a Water Service for any reasonable cause including, but not limited to:

- a. maintaining, repairing, replacing, disinfecting, or otherwise operating the water system;
- b. stopping a continuous leak on private or public property;
- c. an emergency;
- d. shortage of water supply.

10.7. Staff must give notice of not less than two days for any non-emergency or scheduled shut off of the water system.

10.8. Staff may disconnect a service if:

- a. it jeopardizes the Waterworks System's quality or performance because of its construction;
- b. a property Owner requests a Disconnection;
- c. a person contravenes a provision of this bylaw.

10.9. Where water supply is to be disconnected, the regulations as set out in the Utility Billing Bylaw will apply, unless an immediate disconnect is required to maintain the integrity of the Waterworks System.

11. **Inspection:**

11.1. Any person authorized by the District to enforce this bylaw shall have free access to all parts of every building in which water is delivered and consumed after reasonable notice has been given and request made to inspect all pipes, taps and fixtures used for distributing water. If defects are found, or if any wastage of water is found to exist, notice will be given to have the defect remedied.

11.2. The Bylaw Enforcement Officer has the authority to enter at all reasonable times on any property that is subject to this bylaw to ascertain whether the requirements of this bylaw are being met or the regulations in this bylaw are being observed.

11.3. Except in the case of an emergency, the Staff must take reasonable steps to advise the Owner of their intent to enter a property.

11.4. The Bylaw Enforcement Officer or a Duly Authorized Agent of the District shall be entitled, at their determination to:

- a. Access the Private Water System located on private property at all reasonable hours in order to carry out inspections and surveys of the premises to determine the existence of connections or cross connections prohibited by this bylaw and as stated in the District's Cross-Connection Control Program.

- b. Impose minimum standards that must be met and satisfied relating to the type of Backflow Preventer and the installation and maintenance of the same as specified by the District's Cross Connection Control Program.
- c. Inspect the type of Backflow Preventer, the installation and state of maintenance and repair of the same.

12. Water Conservation:

- 12.1. The Conservation Stage "Normal", as defined in "Schedule A – Water Use Conservation Stages" is active year-round except when a higher Conservation Stage has been declared in accordance with this Bylaw.
- 12.2. Staff is authorized to issue Conservation Stage notices in accordance with this Bylaw. Conservation Stage notices are in effect until another Conservation Stage notice is issued.
- 12.3. Factors Staff may consider when issuing Conservation Stages include, but are not limited to, weather, overall water consumption, environment factors (i.e., drought conditions, river levels, and wildfire risks), emergency requirements, infrastructure conditions (i.e.: equipment breakdown, reduction of capacity), reservoir levels, and pumping station and well capacity. At a minimum, Staff will follow Provincial drought guidelines when reducing water consumption. (Drought Level 3 = Stage 1 – 30% Reduction, Drought Level 4 = Stage 2 – 50+% Reduction, Drought Level 5 = Stage 3 – 90% Reduction)
- 12.4. When changes to the Water Use Conservation Stage can be anticipated or planned for, notice of up to 7 days will be provided. Staff may provide such notice using the local newspaper, the local radio, the District's website, or any other means deemed practicable by Staff.
- 12.5. Should urgent or emergency needs demand a quicker change to the Water Conservation Stage, Staff will provide as much advance notice as is reasonably practicable.
- 12.6. Water use restriction will automatically revert to Conservation Stage "Normal" after October 15th of any year unless conservations are required to remain in effect.
- 12.7. A person will follow the water use conservations and prohibitions as defined in Schedule A – Water Use Conservation Stages.

- 12.8. Although Staff will be reducing the overall municipal watering consumption as defined in Schedule A, Staff shall prioritize and protect District assets including, but not limited to, Feadar and Community Park, boulevards, trees, and planters that provide other community and economic benefits over other grassy spaces.
- 12.9. The Emergency Services / Fire Department must limit water use for training and non-essential tasks during a Stage 2 Conservation Stage. During a Stage 3 Conservation Stage water use for training and non-essential tasks are prohibited.

13. Offenses and Penalties:

- 13.1. Any person who contravenes any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of any provision of this Bylaw, or who neglects to do or refrains from doing anything to be done by any provision of this Bylaw, commits an offence against this Bylaw and is subject to and or all of the below:
- a. Paying all or part of the costs of remediation, repair and/or replacement of any part of the Waterworks System resulting from such contravention;
 - b. A fine in accordance with the most recent Bylaw Notice Enforcement Bylaw, if information with regard the infraction is laid by means of a Notice;
 - c. Upon summary conviction, a minimum fine of not less than One Thousand Dollars (\$1,000.00) and a maximum fine of Ten thousand Dollars (\$10,000.00) and the cost of prosecution. Every day during which there is an infraction of this Bylaw shall constitute a separate offence.

13.2. A person must not:

- a. allow a water leak on their property to continue more than forty-eight hours;
- b. connect, cause to be connected, or allow to remain connected to any other source of water a building on a property where the building is already connected to the Waterworks System;
- c. connect, cause to be connected, or allow to remain connected to the Waterworks System any pipe, fixture, fitting, container, appliance, or apparatus, which could cause or allow a part of the Waterworks System to become contaminated or otherwise harmed;
- d. allow the introduction of any Contaminant or foreign matter whatsoever into any Private Water System that is connected to the Waterworks System;
- e. sell, dispose of, or otherwise give away water from the District's Waterworks System unless a written request is approved by Council by resolution which may be arbitrarily withheld;
- f. cause, permit or allow any device or apparatus of any kind to be or remain connected to the Waterworks System or allow it to be operated in such a manner as to cause sudden large demands for water or otherwise affect the stability of water pressure in the Waterworks System and, for the purposes of this section, such prohibited devices and apparatuses include, but are not limited to:

- i. booster pumps;
- ii. quick opening valves or quick closing valves;
- iii. flush meters;
- iv. rod hopper water closets;
- v. water-operated pumps or siphons;
- vi. standpipes;
- vii. large outlets;

g. destroy, injure, obstruct access to, or tamper with any hydrant, valve, curb stop, pipe, pump, or other fixture of the Waterworks System;

h. make any additions, alterations, or other changes to the Waterworks System or the Water Service;

i. use water from the Waterworks System unless that usage is recorded by a properly functioning Water Meter that is installed and maintained in accordance with this bylaw;

j. install any piping or other works designed to allow water from the Waterworks System to be used without that usage being recorded by a Water Meter.

13.3. A person may apply to Staff in writing for permission to connect a prohibited device or apparatus to the Waterworks System.

13.4. Upon receiving permission from Staff, a person may connect a prohibited device or apparatus to the Waterworks System, subject to any terms and conditions imposed by Staff (e.g. Backflow Preventer for Fire Hydrant use), and in such a way that it does not harm the Waterworks System.

13.5. No person shall obstruct or interfere with Staff or a Bylaw Enforcement Officer in the performance of their duties or the exercise of their powers.

13.6. No person shall use water provided from the District Waterworks System for any purpose other than domestic use as outlined in this bylaw.

13.7. No person shall damage or allow the deterioration of any device or mechanism through which water is piped or used for a domestic or commercial purpose, which will result in a waste of water.

13.8. No person shall cause the Waterworks System to fail an Interior Health Authority or any other permit requirement.

13.9. A person must not connect a Water Service to the District's Waterworks System, or Turn on, Turn Off, or disconnect a Water Service connected to the District's Waterworks System without authorization from Staff.

13.10. No person shall use a Soaker Hose for the purpose of irrigation.

13.11. No person shall take, consume or use water from the Waterworks System, without first obtaining permission to do so and making arrangements for payment of same. This also applies to all fire hydrants, standpipes and any other appurtenances connected to the District Waterworks System.

- 13.12. No person shall Turn On a water valve to provide service to the occupants of any newly renovated or constructed or reconstructed Premise(s) until the Private Water System in such Premise(s) has been inspected for Cross Connections and approved by the District.
- 13.13. No person, except the Duly Authorized Agents of the District shall tap, uncover, or make any Connection to use, alter, or disturb any water mains, fire hydrants, standpipes, or Curb Stops.
- 13.14. No Customer shall install water dependent cooling systems in commercial, industrial, institutional, or residential applications without first receiving approval from the District.
- 13.15. No pump, booster, or other device shall be employed by any Customer or Owner without permission in writing from the District for the purpose of or having the effect of increasing water pressure in service lines to a higher pressure than the normal water pressure in the said service lines, and the District may, without notice, discontinue service to any owner employing such pump, booster or other device.
- 13.16. No device designed to introduce another substance into the water in the connection between the building and the water supply main shall be installed without permission of the District who, in consultation with the Health Inspector, shall ensure that the device is designed and installed that such substances cannot be introduced into the District's works.
- 13.17. No owner, occupier, tenant or person shall:
- a. dispose of any water, or permit same to be carried away, or use water or allow it to be used on a lot other than that lot for which the service connection has been provided without obtaining permission from the District.
- 13.18. No Owner to whose Premises water is supplied shall make, or permit to be made, any additional Connection to their service of either temporary or permanent nature, for the purpose of supplying water to another building on their property without permission from the District.

14. Schedules:

- 14.1. "Schedule A – Water Restriction Stages" is attached to this bylaw and will form part of the Bylaw once adopted.

15. General

- 15.1. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.
- 15.2. If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

16. Repeal

16.1. The “*District of Barriere Water Systems Bylaw No. 189*”, and all amendments thereto are hereby repealed. This includes but is not limited to the following Bylaws:

- a. *District of Barriere Water System Bylaw No. 189, Amendment Bylaw No. 219.*
- b. *District of Barriere Water System Bylaw No. 189, Amendment Bylaw No. 240.*

Read a first, second, and third time this _____ day of _____, 20____.

Finally adopted this _____ day of _____, 20____.

Mayor – Rob Kerslake

Corporate Officer – Tasha Buchanan

Schedule A – Water Conservation Stages

NORMAL STAGE – Year Round – 3 Days Per Week

During the Normal Stage, no person shall use a watering system to water a lawn, garden, or landscaped area on a property with:

- an even numbered address, except on Tuesdays, Thursdays, and Saturdays between the hours of 6:30am to 9:00am and 6:30pm to 9:00pm.
- an odd numbered address, except on Mondays, Wednesdays, and Fridays, between the hours of 6:30am to 9:00am and 6:30pm to 9:00pm.

During the Normal Stage, Domestic Use property Owner or Occupier using an underground, automatic watering system, may water on their dedicated day of the week based on their address listed above between the hours of 3:30am – 6:00am.

During the Normal Stage a person may:

- water gardens, trees, shrubs, flowers and vegetables if watering is done by a drip-irrigation system as defined under this bylaw;
- water gardens, trees, shrubs, flowers and vegetables if watering is done by hand-held container or a hose equipped with a shut-off nozzle;
- water newly planted lawns, gardens, trees, shrubs, flowers and vegetables if watering is done by hand-held container or a hose equipped with a shut-off nozzle during installation and for the following 24 hours if prior approval of the District of Barriere is received;
- water new sod or newly seeded lawn during the first 7 days after installation on any day but only during the prescribed Normal Stage watering hours if prior approval of the District of Barriere is received;
- wash a vehicle with water using a handheld container or hose equipped with a shut-off nozzle;
- wash sidewalks, driveways, parking lots or exterior building surfaces including windows using a handheld container or hose equipped with a shut-off nozzle; and,
- Fill a swimming pool, wading pool, hot tub, garden pond or decorative fountain.

During the Normal Stage the following uses may irrigate as follows:

- Institutional properties – Tuesdays and Thursdays between the hours of 12:00am to 5am.
- District owned properties – Following standard practices.

STAGE 1 – Low Water Supply Conditions or Provincial Drought Level 3 – 30+% reduction in total and peak use as prescribed by Provincial orders

During Stage 1, no person shall use a watering system to water a lawn, garden, or landscaped area on a property with:

- an even numbered address, except on Tuesdays and Saturdays between the hours of 6:30am to 9:00am and 6:30pm to 9:00pm.
- an odd numbered address, except on Mondays and Fridays, between the hours of 6:30am to 9:00am and 6:30pm to 9:00pm.

During Stage 1, Domestic Use property Owner or Occupier using an underground, automatic watering system, may water on their dedicated day of the week based on their address listed above between the hours of 3:30am – 6:00am.

During Stage 1, a person may:

- water trees, shrubs, flowers and vegetables if watering is done by hand-held container or a hose equipped with a shut-off nozzle;
- water trees, shrubs, flowers, and vegetables if watering is done by a drip irrigation system as defined in this bylaw;
- water newly planted trees, shrubs, flowers and vegetables if watering is done by hand-held container or a hose equipped with a shut-off nozzle during installation and for the following 24 hours if prior approval from the District of Barriere is received;
- wash a vehicle with water using a hand-held container or hose equipped with a shut-off nozzle and at commercial car washes;
- wash sidewalks, driveways, parking lots or exterior building surfaces including windows using a handheld container or hose equipped with a shut-off nozzle
- top-up or add to a swimming pool, wading pool, hot tub, garden pond or decorative fountain.

During Stage 1 the following users may irrigate as follows:

- Institutional properties – 30% overall volume reduction consistent with an approved drought response plan. Where feasible, adjust sprinkling to days when the general public is not watering to avoid overlap. Watering may be prioritized in order to preserve trees.
- District owned properties – 30% overall volume reduction consistent with an approved drought response plan. Where feasible, adjust sprinkling to days when the general public is not watering to avoid overlap. Watering of Municipal Assets may be prioritized in order to preserve trees, boulevards, planters, and Fadedear Park over other grassy spaces.
- Agricultural – 20% overall reduction

STAGE 2 – Very Low Water Supply Conditions or Provincial Drought Level 4 – 50+% reduction in total and peak use as prescribed by Provincial orders

During Stage 2, no person shall use a watering system to water a lawn, garden, or landscaped area on a property with:

- an even numbered address, except on Saturdays between the hours of 6:30am to 9:00am and 6:30pm to 9:00pm.
- an odd numbered address, except on Fridays, between the hours of 6:30am to 9:00am and 6:30pm to 9:00pm.

During Stage 2, Domestic Use property Owner or Occupier using an underground, automatic watering system, may water on their dedicated day of the week based on their address listed above between the hours of 3:30am – 6:00am.

During Stage 2, no person shall

- wash driveways, sidewalks, parking lots or exterior building surfaces, unless it is required to meet other health and safety regulations, laws, or an order of a regulatory authority having jurisdiction (i.e. WorksafeBC, public health inspector, etc.).

During Stage 2 a person may:

- water trees, shrubs, flowers and vegetables if watering is done by hand-held container or a hose equipped with a shut-off nozzle, but only during the prescribed Normal Stage watering hours and days;
- water trees, shrubs, flowers and vegetables if watering is done by a drip irrigation system as defined in this bylaw, but only during the prescribed Normal Stage watering hours and days;
- water newly planted trees, shrubs, flowers and vegetables if watering is done by hand-held container or a hose equipped with a shut-off nozzle during installation and for the following 24 hours if prior approval from the District of Barriere is received;
- wash a vehicle with water using a hand-held container or hose equipped with a shut-off nozzle and at commercial car washes;
- top-up or add to a swimming pool, wading pool, hot tub, garden pond or decorative fountain.

During Stage 2 the following users may irrigate as follows:

- Institutional properties – 50% overall volume reduction consistent with an approved drought response plan. Where feasible, adjust sprinkling to days when the general public is not watering to avoid overlap. Watering may be prioritized in order to preserve trees.
- District owned properties – 50% overall volume reduction consistent with an approved drought response plan. Where feasible, adjust sprinkling to days when the general public is not watering to avoid overlap. Watering of Municipal Assets may be prioritized in order to preserve trees, boulevards, planters, and Fadear and Community Park over other grassy spaces.
- Agricultural – 35% overall reduction

STAGE 3 – Strict Water use restrictions are necessary to maintain critical supply for the health of the Community – if ordered by the Province in response to a Drought Level 5

During Stage 3, no person shall:

- water a lawn.
- water gardens, trees or shrubs, including newly seeded or sodded lawns, newly seeded or planted gardens, trees or shrubs;
- fill or top-up a swimming pool, hot tub or garden pond;
- wash a vehicle, except at a commercial car wash;
- wash sidewalks, driveways, parking lots or exterior building surfaces, unless it is required to meet other health and safety regulations, laws, or an order of a regulatory authority having jurisdiction (i.e. WorksafeBC, public health inspector, etc.).

During Stage 3 a person may:

- use a handheld shut-off nozzle or drip irrigation for watering of trees, shrubs, food gardens, and esthetic gardens but only during the dates and times as defined in Stage 1.
- operate a swimming pool, wading pool, hot tub, garden pond or decorative fountain provided it only uses re-circulated water.
- wash a vehicles lights, windows, and licence plate for safety purposes with a sponge and bucket.

During Stage 3 the following users may irrigate as follows:

- Institutional properties – 90% overall volume reduction consistent with an approved drought response plan. Adjust sprinkling to prioritize protection of trees.
- District owned properties – 90% overall volume reduction consistent with an approved drought response plan. Protection of District assets such as trees, boulevards, planters only.
- Agricultural – Mandatory restrictions - Outdoor water use prohibited except water for livestock and minimal maintenance of perennial fruit trees / crops.

STAGE 4 – Extreme Water use restrictions are necessary to maintain critical supply for the health of the Community – In home water use only due to critical Waterworks System failures

During Stage 4, no person shall:

- water a lawn.
- water gardens, trees or shrubs, including newly seeded or sodded lawns, newly seeded or planted gardens, trees or shrubs;
- fill or top-up a swimming pool, hot tub or garden pond;
- wash a vehicle, except at a commercial car wash;
- wash sidewalks, driveways, parking lots or exterior building surfaces.

During Stage 4 a person may:

- operate a swimming pool, wading pool, hot tub, garden pond or decorative fountain provided it only uses re-circulated water.

During Stage 4 the following users may irrigate as follows:

- **Agricultural – Mandatory restrictions - Outdoor water use prohibited except water for livestock and minimal maintenance of perennial fruit trees / crops.**

READ A FIRST TIME this 17th day of November, 2025

READ A SECOND TIME this 17th day of November, 2025

READ A THIRD TIME this 17th day of November, 2025

ADOPTED this ____ day of _____, 2024

Mayor Rob Kerslake

Tasha Buchanan, Corporate Officer

Certified Copy
Tasha Buchanan, Corporate Officer

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: December 15, 2025	File: 5c
To: Council	From: Chief Administrative Officer
Re: DRAFT Solid Waste Regulations Bylaw No. 266 – 3 Readings	
Recommendation: THAT Council gives first three readings to Solid Waste Regulations Bylaw No. 266.	

Purpose

For Council to consider providing first three readings to Solid Waste Regulations Bylaw No 266.

Background

As part of the ongoing review of our utility bylaws and processes, District staff have been working on new and updated bylaws to ensure compliance with legislation is achieved and best practices are codified.

At the October 6, 2025, Regular Meeting, Council already adopted a new *Utility Billing Bylaw No. 260* which now provides regulations regarding the overall customer accounts. The following bylaws are also being worked on at this point and will be presented to Council over the next few months to ensure alignment across all utility related functions of the District exists:

1. Wastewater Regulations Bylaw – there is currently no bylaw in place that governs wastewater. A bylaw is needed to appropriately regulate our wastewater utility, especially as the service area is expanded further in the future.
2. Water Regulations Bylaw – Final reading of this Bylaw is on this agenda.
3. Street Lighting Repeal Bylaw – Final reading of this Bylaw is on this agenda.

Instead of simply amending, adding, or repealing the bylaws, staff used a holistic approach to review other strategies to reduce potential long-term challenges when working with the public in regard to utility billing, account setup, disconnects, etc. For example, there would be sections in each of these individual bylaws that are related, and which should be identical throughout and apply to all rate payers alike.

Solid Waste Service – Background

The current “*Garbage Service and Disposal Bylaw, 1999*” dates back to the Barriere Improvement District (BID) and was subsequently converted to a District bylaw as part of the incorporation in December 2007. In April of 2009, Council established updated fees and charges through the District of Barriere *Solid Waste Collection and Disposal Services Rates Bylaw, No. 0044, 2009*.

In November of 2013, Council adopted *Fees and Charges Bylaw No. 73* which incorporated all fees and charges related to solid waste and which replaced *Bylaw No. 0044, 2009*. Since then, any fee amendments relating to the solid waste services, are made via amendments to *Fees & Charges Bylaw No. 73*.

Proposed Bylaw

The proposed Bylaw is a complete rewrite and update of our current bylaws, incorporating updated language and intending to codify current practices. Recent bylaws from other municipalities were reviewed as part of the process to ensure that a more current approach to solid waste and recycling practices were incorporated into this draft bylaw. Key staff have reviewed this draft bylaw and input has been incorporated into the draft bylaw included on the agenda.

Key Highlights

S. 2 – Definitions – This section, as with other bylaws, is generally used to list key terms that are used throughout the Bylaw. In particular, for this bylaw, the terms Solid Waste, Special Waste, Recyclable Material, and Refuse are utilized when categorizing materials for collection. The definition of Yard and Garden Waste was also added in the event the Thompson Nicola Regional District (TNRD) undertakes additional yard waste collection programs, similar to the one in early November 2025, in the future.

S.3 – General Provisions – In this section, key requirements are defined, such as that tags are required beyond the allowable number of bag (S. 3.2), and that no illegal dumping of and waste is allowed (S. 3.6). S. 3.12 further highlights that Staff are not responsible for cleanup of refuse if animals, weather, vandalism or improperly secured material causes an instance where residential material placed curbside for collection is disturbed.

S. 4 – Fees and Charges – A link to the Fees and Charges Bylaw and the Utility Billing Bylaw is created in this section. Of note, for mobile home parks, the park owner will be considered the customer of the District for utility billing and account purposes.

S. 5 – Termination of Service – Again, a link to the Utility Billing Bylaw is used to ensure that the same process is followed for potential termination of collection services. It has to be noted that the District may still collect fees and charges even if the service is suspended or terminated.

S. 6 – Residential Solid Waste and Recycling Collection Service – This section details specifics for residential collection. It also provides authority to staff to:

“set additional guidelines and schedules on behalf of the District in relation to this bylaw. This includes but is not limited to:

- a. size, shape, colour, etc. of recycling totes*
- b. materials that are acceptable for recycling*
- c. solid waste and recycling pickup schedules”*

S. 6.10 also establishes that hydraulic containers may be used for mobile home parks for centralized residential collection services.

S. 7 – Residential Container Requirements – Additional details are added in this section regarding cleanliness of the residential dwellings solid waste storage area. This section also speaks to the requirements that solid waste containers shall only be placed at the curb for collection purposes. For winter months, the public is asked to keep the containers back far enough for snow clearing purposes. It also prohibits the use of permanent collection containers placed either on the District Right-of-Way or adjacent. This clause is intended to reduce rodent and other pest attractions that often occur with these types of constructed containers that pose health and safety risks to not only collection staff, but the community itself.

S. 8 – Commercial / Industrial Solid Waste and Recycling – This section essentially defines requirements for business solid waste collection. It provides for the authority to staff to designate collection days, the accessibility needs of the site on collection days, cleanliness of the container, requirements for solid surface container location, and the need to provide for solid fencing materials when the container is clearly viewable from Barriere Town Road or Highway 5. The intent is to provide for a “clean” look when the traveling public comes through town as well as to not further attract rats and rodents. Cardboard recycling is also addressed in this section.

S. 9 – Disposal Requirements – particular additional requirements that apply to both residential and commercial users are listed in this section, for example that no liquids are allowed to be placed in a container.

S. 10 – Prohibited Materials – This section speaks to, for example, recyclable materials not being allowed within the general residential solid waste and includes Commercial / Industrial solid waste prohibited material.

S. 11 – Residential Yard and Garden Waste Collection Service – Although not a regular service within the District, the TNRD undertook recently a collection program in partnership with the District. Many communities across BC have established such programs on a regular basis, often once a month collection is offered in such municipalities. As such, staff felt it was prudent to at least include provisions and guidelines within this bylaw that would set standards for a joint program with the TNRD in the future. Authority to staff is provided to adjust the guidelines and requirements as needed.

S.12, 13, and 14 – These are general sections similar to other bylaws that link the Notice Enforcement Bylaw to the Solid Waste regulations, set Bylaw Enforcement Officer authorities to enter upon the property, and to provide general clauses applicable to current legislation.

S. 15 – Repeal – This section repeals the previous bylaw.

Summary

Council is asked whether to provide first 3 readings to the Solid Waste Regulations Bylaw at this time. If Council provides these readings, the bylaw could be presented for adoption at the January 12, 2026, meeting.

Benefits or Impact

General

The proposed bylaw would modernize the District’s Solid Waste collection bylaw.

Finances

N/A

Strategic Impact

Priority #3: Create Opportunities for Community Growth

Goal 3. Complete critical Utility Bylaw and Utility Master Plan revisions

Risk Assessment

Compliance: Community Charter, specifically S. 194 and S. 12

Risk Impact: Low

Internal Control Process:

Thorough review and collection of best practice in relation to the overall utility related bylaws being proposed for updates.

Next Steps / Communication

- If given first three readings, the bylaw would be presented for final reading on January 12, 2026.
 - Most of the utility-related bylaws should be adopted by early 2026 to align with the budget cycle.
-

Attachments

- Draft Bylaw No. 266 – Solid Waste Regulations Bylaw
- Current BID Bylaw No. 191 – Garbage Service and Disposal Bylaw - 1999

Recommendation

THAT Council gives first three readings to Solid Waste Regulations Bylaw No. 266.

Alternative Options

1. Council could amend the bylaw.
2. Council could choose not to replace the current bylaws.

Prepared by:

D. Drexler, Chief Administrative Officer / T. Buchanan, Corporate Officer

DISTRICT OF BARRIERE
DRAFT - BYLAW NO. 266

A BYLAW TO PROVIDE FOR THE COLLECTION, DISPOSAL, AND CONTROL OF SOLID
WASTE WITHIN THE DISTRICT OF BARRIERE

The Council for the District of Barriere, in open meeting lawfully assembled, **ENACTS** as follows:

1. Title

1.1 This bylaw may be cited as the “*Solid Waste Regulations Bylaw No. 266*”.

2. Definitions:

2.1 In this bylaw, unless the context requires otherwise:

“Bylaw Notice Enforcement Bylaw” means the District’s current *Bylaw Enforcement Bylaw No. 95*, as amended or replaced from time to time.

“Bylaw Enforcement Officer” means an RCMP Officer, peace officer, and/or any of the following District of Barriere staff or their designate:

- Chief Administrative Officer
- Bylaw Enforcement Officer
- Public Works Manager
- Building Inspector

“Council” shall mean the Council of the District of Barriere;

“Commercial / Industrial Premise” means any building or self-contained part thereof, used or intended for use, other than a dwelling.

“Commercial / Industrial Container” means a metal hydraulic container, approved by Staff in accordance with this bylaw, for use or intended to be used at a Commercial / Industrial Premise or for events, supplied by and rented from the District.

“Commercial / Industrial Solid Waste” means any and all rejected, abandoned or discarded matter, sweepings, all inflammable materials of a like nature, resulting from the operation of a Commercial / Industrial Premise, but does not include Special Waste or any Recyclable Materials.

“Collection Service” means the collection of Refuse as administered by the District.

“District” means the District of Barriere.

“Tag” means a sticker that must be placed on each additional bag of collectable Solid Waste placed curbside beyond the maximum amount of Solid Waste placed inside the Regulation Garbage Container to be collected and disposed of by the District. Sheets of stickers are made available at the District Office for purchase and may be made available for purchase at participating local businesses or community partners.

“Fees and Charges Bylaw” means the District’s current *Fees and Charges Bylaw No. 73*, as amended or replaced from time to time;

"Eco-Depot Site" means any solid waste Eco-Depot site operated by the Thompson Nicola Regional District (TNRD) or others to service the District.

"Occupier" has the same meaning as in the *Community Charter*, as amended or replaced from time to time.

"Owner" has the same meaning as in the *Community Charter*, as amended or replaced from time to time.

"Recycling Service" means the collection of Recyclable Materials operated by the District.

"Recyclable Material" means any and all clean paper products, newspaper, cardboard, tin cans, and acceptable rigid plastic containers, or as defined by Recycle BC guidelines.

"Refuse" means any discarded or abandoned solid waste, food, substance, Recyclable, Material, or object, whether from domestic, commercial, industrial, institutional, or other use;

"Regulation Garbage Container" means a metal or plastic container of maximum height of 30" and a base diameter maximum of 20" and provided with a close fitting cover. The use of 45 gallon drums is prohibited.

"Residential Dwelling Premises" means the property used for residential purposes owned by a registered owner of land within the District of Barriere.

"Residential Dwelling Unit" means the individual dwelling units in a single family dwelling, duplex, townhome, or multi-family dwelling.

"Solid Waste" means any and all rubbish, household waste, ashes, discarded matter, and discarded waste or vegetable or animal food; but does not include building construction waste, Recyclable Materials, Yard and Garden Waste, and Special Waste.

"Solid Waste Collection Area" means within the boundaries of the District.

"Special Waste" includes hazardous waste, pathological waste, explosives, radio-active material, all waste resulting from any industrial or manufacturing operations, the construction or demolition of buildings and structures, abandoned vehicles and parts thereof, dead animals and all animal parts and agricultural waste and other prescribed substances under any contaminated sites legislation of the Province of British Columbia or the Government of Canada.

"Staff" means Chief Administrative Officer or designate.

"Utility Billing Bylaw" means the District's current *Utility Billing Bylaw No. 260*, as amended or replaced from time to time.

"Yard and Garden Waste(s)" means green waste including but not necessarily limited to grass and hedge clippings, leaves, grass, flowers, vegetable stalks, woody or herbaceous waste, fruit and vegetable waste, or as defined by the TNRD or Staff.

3. **General Provisions:**

- 3.1. Solid Waste collection and disposal, by Staff, from properties, unless otherwise provided in this Bylaw, shall be limited to Solid Waste placed on the curb for pickup by Staff, provided such waste is securely tied plastic garbage bags placed within a Regulation Garbage Container,
 - a. A single garbage bag may be placed within a Regulation Garbage Container, or multiple garbage bags may be placed within a Regulation Garbage Container provided that they fit inside the securely covered container and do not exceed the maximum allowable weight of the container.
 - b. Any additional bags beyond the first two must display the designated Tag approved by the District for Solid Waste service.
- 3.2. Solid Waste containers shall be sized in accordance with the dimensions as defined in this Bylaw.
- 3.3. Staff shall not pick up any additional Solid Waste bags beyond the bags permitted within the one Regulation Garbage Container or which are not labeled with the appropriate Tag.
- 3.4. Staff shall not pick up loose Solid Waste or Solid Waste in a non-compliant container.
- 3.5. Lawful disposal of any additional Solid Waste that is not displaying a Tag shall be the sole responsibility of the Owner of the waste.
- 3.6. No person within the Solid Waste Collection Area shall illegally dump or dispose of any Solid Waste, Yard and Garden Waste, Special Waste, and/or Recyclable Material.
- 3.7. No person shall dump or dispose of any Solid Waste, building waste, Yard and Garden Waste, Special Waste, or any other noxious, offensive, unwholesome, or discarded matter in any place, land, or grounds other than the Eco-Depot Site.
- 3.8. No person shall place Solid Waste for pick up with the Solid Waste of others or place Solid Waste in containers owned by others without that Owner's written permission.
- 3.9. No person shall place any Solid Waste in any District buildings, facilities, amenities, or containers, etc. that is originally created at/on Residential Dwelling Premises and/or private lands that is generally intended for inclusion with either District Solid Waste Collection Services or disposal at an Eco-Depot Site.
- 3.10. No person shall cause or permit the accumulation of Solid Waste at or near Commercial / Industrial Premises, except where such Solid Waste is placed in suitable Commercial / Industrial Containers for collection and removal.
- 3.11. Staff must not enter any building for the purpose of carrying out or returning thereto any container, nor shall Staff demand or receive any gratuity, gift, payment, or consideration for services rendered in connection with Solid Waste collection beyond their regular remuneration.
- 3.12. Staff is not responsible for the clean up of any loose Solid Waste or Refuse that was caused by weather, vandalism, by animals getting into curbside containers/bags or other means out of the District of Barriere's control.

4. Fees and Charges:

- 4.1. Every Owner or Occupier of a Residential Dwelling Premise or Commercial / Industrial Premise within the Solid Waste Collection Area shall use the Collection Service and shall pay the applicable rates and fees as set out in the District's Fees and Charges Bylaw.
- 4.2. The District will invoice the Owner or Occupier in accordance with the Utility Billing Bylaw which will also be used to govern all administrative aspects in relation to account setup, invoicing, payments, and discontinuation of services. For mobile home parks, the Owner of the mobile home park property shall be the customer for utility billing and account purposes.

5. Termination of Service:

- 5.1. The District may, after providing the Owner written notice and an opportunity to be heard before Council, suspend or terminate collection service from any premise where containers or location or design of pickup facilities are contrary to the provisions of this bylaw, but such suspension or termination shall not waive any requirement, or abate or waive any charges or fees under the provisions of applicable District Bylaws.
- 5.2. Where collection services are to be suspended or terminated, the regulations and process as set out in the Utility Billing Bylaw will apply, unless an immediate suspension or termination is required due to safety concerns for Staff or the public.
- 5.3. If Collection Service are terminated, the District may continue to levy fees and charges for the premises.

6. Residential Solid Waste and Recycling Collection Service:

- 6.1. Staff shall pick up all Solid Waste materials set out at Residential Dwelling Premises within the Solid Waste Collection Area on the designated day of collection, provided such waste is securely contained in a bag within a container with a secure lid. Any additional bags must display the appropriate Tag in an easily identifiable location to be included in the collection.
- 6.2. Solid Waste bags shall be no larger than approximately 80-100 litre equivalents (generally around 76 x 83 centimetres or 30 x 33 inches).
- 6.3. Each Regulation Garbage Container shall not weigh more than 23 kilograms or 50 pounds when full.
- 6.4. Recyclable Materials shall be sorted and placed for collection in accordance with the guidelines and schedule established by RecycleBC and/or the District.
- 6.5. All acceptable curbside recycling must be placed inside a clear reusable tote with a lid and placed curbside on the designated day of collection.
- 6.6. Staff is authorized to set additional guidelines and schedules on behalf of the District in relation to this bylaw. This includes but is not limited to:
 - a. size, shape, colour, etc. of recycling totes
 - b. materials that are acceptable for recycling
 - c. solid waste and recycling pickup schedules

- 6.7. The District reserves the right to refuse to remove any and all material that is not Solid Waste, Recyclable Material, or Yard and Garden Waste, as defined by this bylaw.
- 6.8. Solid Waste / recycling must be placed on the curb by 7am on the designated day to ensure collection. Winter hours may be adjusted to accommodate daylight hours.
- 6.9. No Solid Waste / recycling shall be placed at the curb for collection prior to the scheduled collection day for the property.
- 6.10. Staff may utilize centralized Commercial / Industrial Containers for Solid Waste pickup from mobile home parks and/or RV parks; however, the Solid Waste and Recycling guidelines for residential dwellings would generally apply.

7. Residential Container Requirements:

- 7.1. Every Owner of Residential Dwelling Premises within the Solid Waste Collection Area shall provide and maintain in sanitary condition and in good order and repair, Regulation Garbage Containers sufficient in number at all times to contain all Solid Waste generated on the Residential Dwelling Premises.
- 7.2. Staff shall not be responsible for the replacement of any containers or lids damaged or lost for any reason whatsoever.
- 7.3. Containers shall be kept on the premises at all times and shall not encroach upon or project over any street, lane, or public place except when placed on a street or lane for the purpose of collection under this bylaw. Containers shall be kept back far enough in winter months to allow for adequate snow clearing.
- 7.4. The District will not collect solid waste or recycling from non-compliant containers, including permanent or constructed storage boxes.
- 7.5. For collection purposes, all containers must be placed next to the lane or the boulevard or at a place designated by Staff. Special instances related to the temporary placement of containers during adverse climatic weather conditions or other extenuating circumstances may be implemented by Staff.
- 7.6. Containers must be placed in a manner that the staff can access the container safely. The District reserves the right to refuse to collect solid waste or recycling material from a container or premises that when determined by staff could pose a reasonable hazard or safety issue such as, but not limited to, an uncontained animal, build-up of ice or snow that restricts access, or is not easily accessible.

8. Commercial / Industrial Solid Waste and Recycling:

- 8.1. Staff shall collect Solid Waste from Commercial / Industrial Premises for a minimum of once per week, or at a frequency determined by mutual agreement between the Occupier and Staff.
- 8.2. Every Owner of premises other than Residential Dwelling Premises shall provide containers sufficient in size and number to contain all Solid Waste generated on the premises without spillage and in a sanitary condition at all times.

- 8.3. Collection shall consist of Solid Waste removal from District owned and rented Commercial / Industrial Containers. Notwithstanding the above, if the amount of Solid Waste collected does not, in the opinion of the District, warrant the rental of a Commercial / Industrial Container from the District, Commercial / Industrial Premises may be permitted to dispose of solid waste in residential containers as outlined in the Fees and Charges Bylaw.
- 8.4. All Commercial / Industrial Containers, including those utilized for mobile home parks and/or RV parks, must be located on a concrete or otherwise solid surface as approved by Staff in a mutually agreeable location. If the container is easily viewable from Barriere Town Road or Highway 5, the container location must also be adequately fenced with a solid fence material, the design, height, and materials must be approved by Staff. As applicable, concrete pad and fence must be provided at the expense of the Owner.
- 8.5. All Commercial / Industrial Containers shall be accessible for collection on all designated collection days between the hours of 6 a.m. and 6 p.m. with the exception of statutory holidays which will be determined from time to time by the District.
- 8.6. All Commercial / Industrial Containers not accessible or not meeting the accessibility criteria, on designated collection days, shall not be collected until the next regularly scheduled collection.
- 8.7. All Commercial / Industrial Containers must be kept clean and free of loose noxious materials, including oils and other liquids, as to not attract rats, rodents, other animals or to create a nuisance.
- 8.8. Every Owner of premises utilizing Commercial / Industrial Containers must dispose of waste in secured garbage bags and ensure no loose solid waste is disposed of in any Container.
- 8.9. Staff may refuse to collect the contents of a Commercial / Industrial Container found to have loose or non-compliant material. The Owner is responsible for the disposal of loose or non-compliant material, as well as to remedy any spills or other nuisance issues, prior to District resuming normal collection from the Container.
- 8.10. Loose or non-compliant material found to be present in a Commercial / Industrial Container during or after the District tipping process of the Container, shall have committed an offence under this Bylaw and may be subject to fines as prescribed by Bylaw.
- 8.11. Every Owner of premises utilizing Commercial / Industrial Containers are responsible for the security of the Container(s) used by District Staff for collection. Any unauthorized material, including non-compliant material is the sole responsibility of the Owner to dispose of at their own expense.
- 8.12. The time and frequency of Commercial / Industrial Container collection service and the location and number of approved containers shall be determined by Staff from time to time.
- 8.13. Staff will not collect recycling materials from Commercial / Industrial Premises; however, Staff is authorized to make agreements for cardboard recycling only for Commercial / Industrial Premises where a large volume of cardboard is discarded on a regular basis. Staff may consider providing a suitable container.

9. Disposal Requirements:

- 9.1. No liquids shall be put in or allowed to accumulate in any container.
- 9.2. All solid waste material must be placed within a secured plastic bag and placed inside a Regulation Garbage Container.
- 9.3. No loose material shall be placed in any Regulation Garbage Container.

10. Prohibited Materials:

- 10.1. Special Waste, Recyclable Materials, Corrugated Cardboard and Yard and Garden Waste shall not be placed in a container for residential or Commercial / Industrial Solid Waste collection or disposal.
- 10.2. No person shall place or mix with any material for removal as Solid Waste any explosive, volatile, or corrosive materials, Special Waste, dangerous chemicals or any other material dangerous to the health or safety of the garbage collection personnel, other members of the public, or the environment.

11. Residential Yard and Garden Waste Collection Service:

- 11.1. From time to time, the District may designate days when the District may provide general residential Yard and Garden Waste Collection and disposal activities.
- 11.2. During the residential Yard and Garden Waste Collection program, residential Owners or Occupiers receiving Solid Waste curbside collection and disposal services shall be permitted to place Yard and Garden Waste at the curb for pickup. Permitted materials must be left in accordance with District guidelines. Guidelines are administered by Staff and are subject to change from time to time.
- 11.3. Yard and Garden Waste shall not include:
 - a. Liquids;
 - b. Fats, meat and bones, food waste and kitchen waste, peels, coffee grounds, tea bags;
 - c. Loose soil and rocks;
 - d. Solid Waste and/or Garbage;
 - e. Prunings, wood or tree limbs over 1 metre in length and 2.5 centimetres in diameter;
 - f. Human or animal excrement;
 - g. Contaminated soil or other special waste;
 - h. Invasive Species,
 - i. Other materials such as determined from time to time by Staff.
- 11.4. If the District designates days for Yard and Garden Waste collection and disposal activities, Staff may collect a maximum of two (2) cubic yard of Yard and Garden Waste from each residential dwelling, unit, or premise.
- 11.5. As an alternative to providing a Collection Service, the District may designate an area(s) and/or location(s) where residents may deposit/place residential Yard and Garden Waste. If this alternative method is abused in any manner by any person, the District will look to complete any and all investigations and/or activities as may be required in accordance to carry out actions identified in this Bylaw.

12. Inspection:

- 12.1. Upon providing the Owner or Occupier with 24 hours prior to written notice, a Bylaw Enforcement Officer is authorized to enter, at all reasonable times and in a reasonable manner, any land and buildings for the purposes of ascertaining whether the provisions of this bylaw are being complied with.

13. Offences and Penalties:

- 13.1. A person who contravenes any provision of this bylaw is subject to a fine as specified in the District's Bylaw Notice Enforcement Bylaw.
- 13.2. Each day that a contravention of this bylaw continues, constitutes a separate offence.
- 13.3. The District may fulfill a requirement of this bylaw at the expense of a person failing to take the required action and recover the costs incurred as a debt.
- 13.4. The District may refuse to remove any and all waste material which is defined by this bylaw and fees will still be imposed.

14. General

- 14.1. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.
- 14.2. If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

15. Repeal:

- 15.1. *The Barriere Improvement District Garbage Service and Disposal Bylaw – 1999, No. 191* and all amendments hereto are thereby repealed.

READ A FIRST TIME this DAY OF , 2025

READ A SECOND TIME this DAY OF , 2025

READ A THIRD TIME this DAY OF , 2025

Finally adopted this day of , 2026.

Mayor – Rob Kerslake

Corporate Officer – Tasha Buchanan

BARRIERE IMPROVEMENT DISTRICT
BYLAW NO. 191

A bylaw with respect to Garbage Service and Disposal.

The Trustees of the Barriere Improvement District ENACT AS FOLLOWS:

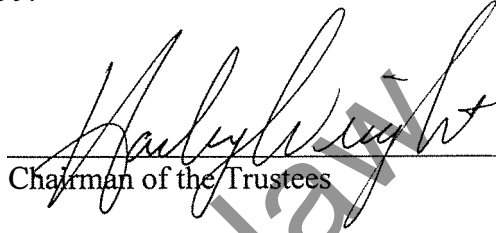
1. In this bylaw, unless context otherwise requires:
 - a. Occupied Dwelling Unit means any building or trailer or part of a building or trailer which is occupied as a residence.
 - b. Trade Premises means any warehouse, factory, store, cafe, eating house, wholesale or retail business place, office, hotel, motel, auto court and any building other than a dwelling unit.
 - c. Household Garbage means any and all rejected, abandoned or discarded wastes or animal or vegetable food, floor sweepings, general rubbish or an accumulation of waste or discarded materials or things of any kind or nature other than grass, ashes, trees, tree prunings or any object or substance that is too large to be placed in a regulation garbage container.
 - d. Ashes mean ashes, cinders and the remains of any fuel after such fuel has been consumed by fire.
 - e. Trade Wastes mean refuse and accumulation of waste and abandoned materials resulting from the operation of a trade or business and which can be accommodated in a regulation garbage container.
 - f. Other Waste Products means grass, manure, trees and tree prunings and other material of similar nature.
 - g. Regulation Garbage Container means a metal or plastic container of maximum height of 30" and a base diameter maximum of 20" and provided with a close fitting cover. The use of 45 gallon drums is prohibited.
 - h. Garbage Collector means any employee of the District or any person granted a contract by the Trustees of the Barriere Improvement District so appointed.
2. The District shall be responsible for the removal of all household garbage and trade waste.
3. All household garbage shall be drained and securely wrapped before being deposited in a garbage container. Ashes shall be placed in a regulation garbage container other than that used for household garbage. No liquid wastes shall be disposed of in the garbage containers.
4. All persons making use of the garbage collection system shall place garbage of all kinds and noxious, offensive or unwholesome substances and rubbish in plastic bags securely tied to effectively seal the open end thereof. Garbage placed inside metal or plastic regulation garbage cans shall be placed in plastic garbage bags securely tied to effectively seal the open end thereof. LOOSE GARBAGE & GARBAGE IN NON-REGULATION CONTAINERS WILL NOT BE PICKED UP.

5. The supply and proper maintenance of regulation garbage containers shall be the responsibility of the property owner. All garbage containers shall be kept on the premises of or connected with the dwelling and for collection shall be placed within 5 feet of the street along which the collector travels, unless special arrangements are made by the owner with the consent of the garbage collector.
6. Trade wastes, such as loose papers, paper boxes, straw and other packing must be kept in covered containers or tied securely into bundles ready for removal or burned in incinerators approved by the fire authorities.
7. The District shall, at its discretion, provide hydraulic dumping containers.
8. It shall be the duty of the garbage collector:
 - a. To collect all garbage to the satisfaction of the Trustees whose decision shall be final.
 - b. To report any violation of sanitary laws by citizens.
 - c. To clean up any garbage spilled or scattered in the operation of collection.
9. The Garbage Collector shall once in every seven days, cause to be removed, all garbage, ashes and household waste from every dwelling unit within the District and shall twice in every seven days, cause to be removed, all garbage and trade waste from all Trade Premises unless special arrangements are made by the owner with the consent of the garbage collector.
10. The rates shall be as follows:
 - a. For every occupied dwelling unit, \$7.90 per month for weekly pickup of two regulation garbage containers and \$0.55 for each additional container.
 - b. For every Trade premises, \$20.00 per month for twice weekly pickup of five regulation garbage containers and \$0.55 for each additional container.
 - c. For the Barriere Secondary School, \$143.00 per month for twice weekly pickup of all Trade Wastes.
 - d. For Barriere Elementary School, \$132.00 per month for twice weekly pickup of all Trade Wastes.
 - e. For Barriere Ridge School, \$132.00 per month for twice weekly pickup of all Trade Wastes.
 - f. For Pensioners 65 years of age & older, no charges for weekly pickup of two regulation garbage containers and \$0.55 for each additional container.
 - g. \$65.00 per month per hydraulic dumping container for twice weekly emptying and disposal of refuse.
11. The Trustees of the Barriere Improvement District reserve the right to waive the requirements of a garbage collection where, in their opinion, a collection is not warranted or required and also reserve the right to make special arrangements where, in their opinion, it is required.

12. Rates are due and payable 30 days after the billing date. A percentage discount of ten percent (10%) shall be allowed on the rates, only if paid in their entirety, on or before the due date.
13. Bylaw No.180, Bylaw No. 185 & Bylaw No. 189 registered with the Ministry of Municipal Affairs are hereby repealed.
14. This may be cited as the "Garbage Service and Disposal Bylaw - 1999"


INTRODUCED and given first reading by the Trustees on the 10th day of November, 1999.

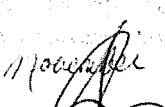
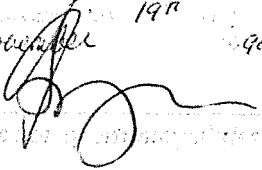
RECONSIDERED and finally passed by the Trustees on the 10th day of November, 1999.


Chairman of the Trustees


Secretary of the Trustees

I hereby certify under the seal of the Barriere Improvement District that this is a true copy of Bylaw No. 191 of the Barriere Improvement District passed by the Trustees on the 10th day of November, 1999.


Secretary of the Trustees

Handwritten: A true copy of Bylaw No. 191
of the Barriere Improvement District
passed by the Trustees on the 10th day of
November 1999



District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: December 15, 2025	File: 5f
To: Council	From: T. Buchanan, Corporate Officer
Re: DRAFT Business License Regulation Bylaw No. 267	
Recommendation: THAT Council give first three readings to Business License Regulation Bylaw No. 267	

Purpose

To present *Draft Business License Regulation Bylaw No. 267* for Council's consideration as a replacement for *Business License Regulation Bylaw No. 0041*, which has not been substantively updated since its adoption in 2009. The new bylaw modernizes the District's business licensing framework, consolidates regulation language, and reintroduces a revised *Schedule "A"* containing classification descriptions consistent with the District's *Fees & Charges Bylaw No. 73*.

Background

Bylaw No. 0041 has served as the District's business regulation bylaw since 2009; however, it predates many subsequent administrative, legislative, and operational updates. In 2013, the District adopted *Fees & Charges Bylaw No. 73*, which consolidated all District fee schedules into a single bylaw. In that process, *Bylaw No. 0041's* *Schedule "A"* (which contained both classification descriptions and fees) was repealed. This historic fee consolidation resulted in classification descriptions no longer being included in a regulatory bylaw, creating gaps in clarity for applicants, staff, and enforcement processes.

The new *Draft Bylaw No. 267*:

- Fully updates the business licensing regulatory framework.
- Repeals *Bylaw No. 0041* in its entirety.
- Reintroduces *Schedule "A"*, but only for **classification descriptions**—fees remain exclusively in *Fees & Charges Bylaw No. 73*, consistent with modern municipal best practice.
- Aligns definitions, language, and authority sections with current legislation and operational practices.
- Incorporates clearer structure, updated definitions, and improved regulatory clarity.

Staff have also reviewed the classification descriptions and propose several updates to wording for clarity, accuracy, and consistency, which are summarized in the second table of this report.

Summary

The draft bylaw modernizes language, reorganizes content, strengthens administrative authority, and clearly separates fee schedules from classification descriptions. It provides a more robust, up-to-date administrative framework and supports operational efficiency using best practices.

Table 1 – Comparison of Key Differences of Proposed & Existing Bylaws incl. Benefits of Changes

Topic / Section	Bylaw No. 0041 (2009)	Draft Bylaw No. 267	Benefit of Change
Bylaw Structure	Older formatting; limited division structure; definitions and regulations intermixed.	Organized into seven clear divisions with logical flow: Interpretation, Definitions, General Regulations, Business License Regulations, Specific Regulations, Offences, Schedules.	Enhances clarity; improves ease of implementation; supports consistency with other District bylaws.
Definitions	Contains older, sometimes outdated definitions; lacks clarity on several modern business types.	Substantially expanded and modernized definitions (e.g., cannabis sales, food trucks, mobile vendors, inter-community licensing).	Reflects current business environment; clearer interpretation for enforcement and applicants.
Appointment & Authority of Licence Inspector	More limited wording and while notes that the CFO and CAO are the Business license inspectors, is less explicit procedural authority.	Appoints the CFO as the Business License Inspector & the CAO in the CFO's absence. Expanded regulatory tools, clear authority delegations, conditions, inspections, and reconsideration process per Community Charter.	Improves administrative efficiency; aligns with legislative requirements; reduces ambiguity.
Business License Renewal	No renewal deadline imposed.	Renewal deadline of February 15 th of each year is imposed. <i>*Renewal payments are not accepted until the previous year is closed out with the renewal payments included in the new fiscal year as they apply.</i>	Historical practice has included an unwritten deadline of May 1 st of each year. This change aligns with basic common practice and provides clarity for Financial Administration.
Submission of Additional Documentation	Did not clearly indicate what documents may be required to provide to the License Inspector	Clearly states the documents that may be required by the License Inspector including proof of insurance and fire inspection. S.412(b) points to the Fire Bylaw & Fire Inspection Policy which is in the process of being amended. Details of this requirement will be described in more detail within those regulatory documents. Formally outlines current policy practice of the initial annual fee being included in the Business License Fee with subsequent inspections resulting in a fee as prescribed in the Fees & Charges Bylaw.	Fire Inspections of commercial and industrial spaces are especially important to reduce the risk to the public and fire fighting personnel.

Amusement Park/Circus/Rodeo	No additional regulations for high risk activity on Municipal Property	<p>S.509 outlines an additional requirement for proof of comprehensive liability insurance and include clauses that hold the District harmless, name the District as an additional insured and sets minimum insurance amount.</p> <p>S. 510(b) Requires a \$5,000 security deposit to ensure adequate clean-up and premises restoration.</p>	Reduces the District's liability for the high-risk activity of amusement parks, circuses, carnivals and rodeos held on public property.
Schedule "A" – Classifications	Previously included fee schedule and classification descriptions; repealed when Fees & Charges Bylaw adopted.	Reintroduces Schedule "A" with classification descriptions only—fees remain in Bylaw 73.	Restores clarity on classification definitions without duplicating fee information; simplifies administration.
Mobile Vendor Regulations	Limited references; no detailed criteria.	<p>Extensive regulations for mobile food vendors, mobile concessions, and vendors on District property.</p> <p>S. 501 includes regulations for art vendors conducting business on public property.</p> <p>S. 503 outlines an additional requirement for proof of comprehensive liability insurance and include clauses that hold the District harmless, name the District as an additional insured and sets minimum insurance amount.</p>	<p>Supports public safety, consistent expectations, and operational fairness; reflects modern business types.</p> <p>Reduces District's liability for this classification's business carried out on public property.</p>
Enforcement / Offences	General offence section with limited specificity.	Updated penalties, offences, and authority language consistent with Community Charter and Bylaw Notice Enforcement Bylaw No. 95.	Strengthens enforceability and legal clarity.
Repeal Clause	Not applicable (original bylaw).	Explicitly repeals Bylaw No. 0041 upon adoption.	Ensures clean legislative transition.

Many of the proposed, regulations in this draft do not apply to any business classification currently operating within the District of Barriere. Rather, they are pro-actively included should such a business classification look to establish themselves in the Municipality in the future.

Summary of Proposed Changes to Classification Descriptions (Draft Schedule “A”)

Staff have reviewed the classification descriptions and prepared updated wording for clarity, accuracy, and alignment with current business practices. The following table summarizes the classification descriptions that show proposed changes (based on the highlighted revisions in the attached Schedule “A” document):

Table 2 – Classification Description Updates in Draft Schedule ‘A’

Code	Previous Description	Updated Draft Description	Rationale / Benefit
3201 (Nursing Home / Private Hospital)	More general description of care providers.	Expanded to include agencies overseeing employees providing in-clinic and out-of-clinic care.	Clarifies applicability; aligns with actual business operations.
2101/2102/2103 (Food Vendors)	Definitions focused mostly on vending structure.	Updated to clearly differentiate motorized vs. non-motorized units and specify when roadside vending is permitted.	Provides regulatory clarity.
2600 (Licensed Liquor Establishment / Cannabis)	Previous bylaw contained no cannabis classification (pre-legislation)	Cannabis retail added distinctly and cannot be combined with other classifications. <i>*Fees & Charges Bylaw has already been amended to include this classification and related fee.</i>	Ensures legislative compliance; provides clarity for applicants and staff.
3600 (Real Estate / Insurance Agents)	Did not clearly distinguish first vs. additional persons or inter-community licensing interaction.	Updated descriptions now specific applicability, storefront vs. home-based, and inter-community license exemptions.	Eliminates historical confusion; aligns fees with Bylaw No. 73.
4200 (Transportation of Goods and/or People)	Did not include Pilot Car Service	Now includes licensed Pilot Car Service providers based out of Barriere.	Previously this service would have been classified as “Unclassified”.
4400 (Vending Machines)	Did not include ATM Machines.	Independent businesses that lease/rent space for the placement of an ATM Machine(s) in other commercial establishments are a separate business endeavor than the establishment in which it is placed and, for all intents and purposes is a vending machine – for cash instead of food & beverages.	Ensures fairness by applying this definition to ATM Machines along with other similarly operated machines of independent businesses.

Benefits or Impact

General

- Provides a modern, clear, and enforceable business licensing framework.
- Reduces administrative inefficiencies and improves clarity for applicants.
- Better aligns with contemporary business models and legislative requirements.

Finances

- No new fees are introduced; all fees remain governed by *Fees & Charges Bylaw No. 73* which has recently been amended to include a 5% fee increase as of February 26, 2024.
- Improved classification clarity supports accurate fee assessment and compliance.

Strategic Impact

Priority #4 – General Governance and Community Engagement – Review and Update Bylaws & Policies.

Risk Assessment

Compliance: Draft Bylaw No. 267 enhances alignment with S.8(6), 15, & Div. 9, Part 3 of the *Community Charter*, District operational procedures, and other regulatory bylaws, thereby reducing compliance gaps.

Risk Impact: If not updated, the District risks ambiguity in enforcement, inconsistent application of regulations, and reliance on an outdated regulatory framework.

Internal Control Process: Adoption will ensure consistent application of business licensing standards and clear administrative authority.

Next Steps / Communication

- If Council gives first three readings, staff will schedule the bylaw for adoption at a subsequent meeting.
 - Staff will update the District website and business license materials upon adoption.
 - Communication will be provided to all licensed businesses regarding the updated bylaw framework.
-

Attachments

- Draft Bylaw No. 267 – Business License Regulation
- Draft Schedule “A” – Business Classification Descriptions
- Bylaw No. 0041 (2009)

Recommendation

THAT Council give first three readings to Business License Regulation Bylaw No. 267.

Alternative Options

1. Council could choose not proceed with the first three readings at this time.
2. Council could choose to request amendments to Draft Bylaw No. 267 prior during the reading process.

Prepared by: T. Buchanan, Corporate Officer

Reviewed by: D. Drexler, Chief Administrative Officer

K. Abel, Chief Financial Officer

DISTRICT OF BARRIERE
DRAFT - BYLAW NO. 267

A Bylaw to Regulate and License Businesses

WHEREAS in accordance with the *Community Charter*, a municipality may, by bylaw, regulate in relation to Business;

AND WHEREAS in accordance with the *Community Charter*, a municipality may provide for a system of Licenses;

AND WHEREAS in accordance with the *Community Charter*, a municipality has additional powers in respect of Business regulation.

The Municipal Council of the District of Barriere, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the “*District of Barriere Business License and Regulation Bylaw No. 267*”.
2. This Bylaw applies to the whole of the area within the boundaries of the District of Barriere as may be amended from time to time.
3. This Bylaw comes into force and takes effect on the day of its final adoption by the Council of the District of Barriere.
4. “*District of Barriere Business License Regulations Bylaw No. 0041, 2009*”, is hereby repealed.
5. This bylaw is divided into the following divisions:

Division One	Interpretation
Division Two	Definitions
Division Three	General Regulations
Division Four	Business License Regulations
Division Five	Specific Business Regulations
Division Six	Offences and Penalties
Division Seven	Schedules

DIVISION ONE – INTERPRETATION

100. Words or phrases defined in the British Columbia *Interpretation Act*, *Community Charter*, or *Local Government Act*, or any successor legislation shall have the same meaning when used in this bylaw unless otherwise defined in this bylaw. Unless otherwise stated, and notwithstanding the case used (upper case or lower case), when words or phrases that are defined in Division Two of this bylaw are used in the body or schedules of this bylaw, they have the meaning ascribed to them as set out in Division Two.

101. The headings contained in this bylaw are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions of this bylaw.
102. Metric units and imperial measurements are used for all measurements in this bylaw.
103. Any act or enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, as amended, revised, consolidated, or replaced from time to time, and any bylaw or Council policy referred to herein (as may be cited by short title or otherwise) is a reference to an enactment of the Council of the District of Barriere, as amended, revised, consolidated, or replaced from time to time.

DIVISION TWO - DEFINITIONS

200. In this bylaw, unless the context requires otherwise:

“ACCESSORY RESTAURANT” means premises into which the public is invited for the purposes of using amusement machines, but does not include a premises containing six (6) or less amusement machines

“APPLICANT” means any person who makes application for a Business license pursuant to this bylaw.

“ARCADE” means premises into which the public is invited for the purposes of using amusement machines, but does not include a premises containing six (6) or less amusement machines.

“BEER & WINE STORE” means a retail trade store that primarily sells beer, wine and liquor products for consumption off the premises.

“BUSINESS” means:

- a) Carrying on of a commercial or industrial undertaking of any kind; or
- b) Providing professional, personal, or other services with a purpose of gain or profit, but does not include any activity carried on by a Crown Corporation, the provincial government, or by corporations owned by the provincial government, or by agencies of the provincial government, or by the District of Barriere.

“BUSINESS LICENSE” means a License issued by the Business License Inspector in a form approved by the Business License Inspector, which License is required to operate a Business in the District of Barriere.

“BUSINESS LICENSE FEE” means a Business License Fee, or an Inter-Community Business License fee, as the context requires and prescribed within the District of Barriere Fees & Charges Bylaw No. 73 as amended or replaced from time to time.

“BUSINESS LICENSE INSPECTOR” means the Chief Administrative Officer, Chief Financial Officer or other officer(s) delegated to assist in carrying out their duties under this bylaw.

“CABARETS/NIGHTCLUBS” means an establishment where a full range of liquor products are sold for consumption on the premises and where a dance floor and entertainment (not including exotic dancing) may be provided.

“CANNABIS” has the same meaning as in the *Cannabis Act* (Canada), subject to any prescribed modifications.

“CHIEF ADMINISTRATIVE OFFICER” means the person appointed by Council from time to time and their Deputy, carrying out their duties under this bylaw.

“CHIEF FINANCIAL OFFICER” means the person appointed by Council from time to time and their Deputy, carrying out their duties under this bylaw.

“COMMERCIAL LANDLORD” means a person or entity who holds a legal or beneficial interest in any premises within District boundaries and leases, lets, or rents such premises to any other person or entity for the purposes of operating a Business.

“CORPORATE OFFICER” means the person appointed by Council from time to time and any person delegated to assist in carrying out their duties under this bylaw.

“COUNCIL” means the Municipal Council of the District of Barriere.

“PUBLIC WORKS MANAGER” means the person appointed as such from time to time by the District of Barriere and any person delegated to assist in carrying out their duties under this bylaw.

“FEES & CHARGES BYLAW” means the District of Barriere Fees and Charges Bylaw No. 73 as amended or replaced from time to time.

“FIRE CHIEF” means any person appointed from time to time as Fire Chief for the District of Barriere and includes any person acting lawfully in that capacity.

“FLOOR AREA” means that area within a building that is used for display purposes, or to service customers, but shall not include those areas set aside exclusively for the storage of supplies or for the exclusive use of the employees of the Business.

“GROUND AREA” means the total ground area used for the carrying on of the Business. Where more than one Business is carried on from a single lot or ground area, the ground area for each Business shall be as determined by the License Inspector.

“INTER-COMMUNITY BUSINESS LICENSE” means a Business License that authorizes a Mobile Business to be carried on within the boundaries of any or all of the Participating Municipalities in accordance with the Inter-Community Business License bylaw as amended from time to time.

“HOME BASED BUSINESS” means an occupation or profession carried on by an occupant of a residence, for consideration, which is clearly incidental and accessory to the use of the property for residential purposes.

“HOTEL PUB” means an establishment located within a hotel, where liquor products are sold for consumption on the premises and where entertainment may be provided.

“LOUNGE” means an establishment where liquor products are sold for consumption on the premises and where entertainment (not including a dance floor) may be provided.

“MOBILE BUSINESS” means a Business that performs a service or activity within more than one Participating Municipality but not from or in Premises in one or more participating municipalities, and who provides the service or activity by moving from client to client.

“MOBILE FOOD VENDOR” a Business selling food products from a pushcart, pedalcart, mobile trailers, wagons or other vehicles parked on private or public property at a location permitted for such commercial use under the District of Barriere Zoning Bylaw. Where the mobile Business is limited to the selling of ice cream and other frozen confections, it shall be permitted to operate at roadside in residential areas, or other vehicle conversions for the purpose of selling prepared foods and/or beverages.

“NEIGHBOURHOOD PUB” means an establishment where liquor products are sold for consumption on the premises only.

“NON-RESIDENT BUSINESS” means a Business, other than a resident Business, carried on within the Municipality or with respect to which any work or services is performed within the Municipality.

“PERSON” includes an individual, corporation, organization, partnership, proprietorship, firm and the personal or other legal representative of a person to whom the context may apply under this bylaw.

“PREMISES” means a building or portion of a building or an area of land occupied, or capable of being occupied, by a person or Business entity for the purpose of carrying on a Business, including, but not limited to: stores, offices, warehouses, factory buildings, houses, enclosures, yards, or other places.

“RCMP” means the Royal Canadian Mounted Police.

DIVISION THREE - GENERAL REGULATIONS**Appointment of Business License Inspector**

300. Council hereby appoints the Chief Financial Officer to be the Business License Inspector for the purpose of enforcing and carrying out the provisions of this bylaw with the Chief Administrative Officer appointed to serve in this capacity in the absence of the Chief Financial Officer.

Authority of Business License Inspector

301. The Business License Inspector shall classify and interpret each application for a Business License in accordance with the Business categories listed in Schedule 'A' of this Bylaw and prescribe the corresponding fee as listed within the Fees & Charges Bylaw.
302. The Business License Inspector shall have the authority to grant or refuse a Business License in any specific case, provided that a Business License shall not be unreasonably refused and, in the case of refusal, upon request, the Business License Inspector must provide written reasons for refusal.
303. The Business License Inspector shall assess factors, including the applicant's compliance with the requirements of all acts, enactments, regulations, and bylaws governing building, zoning, fire, health, sanitation, Business, property use and strata bylaws, if applicable when considering a Business License application.
304. The Business License Inspector may establish the terms and conditions of a Business License, or the terms and conditions that must be met for obtaining, continuing to hold, or renewing a Business License.
305. In accordance with Section 16 of the *Community Charter*, the Business License Inspector, or their delegate, shall have the authority to enter onto and into property to inspect and determine whether all regulations, prohibitions, and requirements established by this bylaw are being met.

Compliance With Other Enactments

306. Where any Federal/Provincial Act or Regulation or any other District bylaw applies to any matter covered by this bylaw, the issuance of a Business License under the provisions of this bylaw shall not relieve the Business License holder from complying with the provisions of such other enactments.
307. The issuance of a Business License shall not be deemed to be a representation by the District to the Business License holder that the Business or proposed Business complies with any or all applicable bylaws or enactments. The Business License holder remains responsible to ensure compliance with all bylaws and enactments.

Suspension or Cancellation of a Business License

308. Pursuant to Section 154 of the *Community Charter*, Council hereby delegates the authority, in accordance with Section 60 of the *Community Charter*, to suspend or cancel a Business License to the Business License Inspector, including the authority, in accordance with Subsections 60(3) and 60(4) of the *Community Charter*, to give notice of the proposed suspension or cancellation and to hold a hearing at which the Business License holder may be heard from before suspending or cancelling a Business License.

309. The Business License Inspector may suspend or cancel a Business License for:
- a) Failure by a Business License holder to comply with a term or condition of a Business License;
 - b) Failure by a Business License holder to comply with this bylaw; or
 - c) Reasonable cause,
- provided that the Business License Inspector has, before the suspension or cancellation, given the Business License holder notice of the proposed suspension or cancellation and has given the Business License holder an opportunity to be heard.
310. Notice of suspension or cancellation of a Business License:
- a) Shall be issued to the Business License holder by the Business License Inspector, in writing, outlining:
 - i) the reasons for the suspension or cancellation;
 - ii) the time, date, and place of the hearing at which the Business License holder will have an opportunity to be heard;
 - b) Shall be served or delivered by registered mail to the Business License holder to the address of the Business shown on the Business License application; and
 - c) May be posted by the Business License Inspector upon the premise(s) for which the Business License was issued and such notice shall not be removed until the Business License is reinstated, the former Business License holder ceases to occupy the premise(s), or a new Business other than the one carried on by the Business License holder is started in the premise(s).

Council Reconsideration of Refusal to Grant, Suspension or Cancellation of a Business License

311. If the Business License Inspector exercises their authority to refuse, suspend, or cancel a Business License, the applicant or Business License holder who is subject to the decision is entitled to have Council reconsider the matter in accordance with Subsection 60(5) of the *Community Charter*.
312. An applicant or Business License holder who wishes to have Council reconsider the refusal, suspension, or cancellation of a Business License shall give written notice of their request for reconsideration to the District's Corporate Officer and such notice must include a description of the grounds upon which the request for Council reconsideration is made.
313. Upon receipt of a written notice for reconsideration by the District's Corporate Officer, the Corporate Officer shall schedule the time, date, and place for Council to hear the reconsideration.

314. In reconsideration of a decision made by the Business License Inspector to refuse, suspend or cancel a Business License, Council may confirm or set aside the Business License Inspector's decision as it may deem appropriate in the circumstances.

DIVISION FOUR - BUSINESS LICENSE REGULATIONS

Business License Required

400. No person or entity shall carry on a Business within the District without having obtained a valid Business License issued by the Business License Inspector.

Separate Business License

401. Except as provided in Section 420 (Temporary Business License) of this bylaw, where a Business is carried on in or from more than one premises in the District, the Business carried on in or from each premises shall be deemed to be a separate Business and shall require a separate Business License.
402. A separate Business License shall not be required for additional premises in circumstances where the premises used in carrying on a single Business are comprised of multiple contiguous parcels of land or multiple portions of a building that are each accessible to each other through internal doorways without leaving the building.
403. Where there is more than one separate and distinct Business category located within the same premises, each Business category shall have a separate Business License.
404. Where a Business operates with more than one distinct trade name within the same premises, only a single Business License Fee will be required - subject to the following:
- a) The Business License issued must include both trade names on one License;
 - b) The second trade name Business activity must fall within the same Business category and sub-category as the first License;
 - c) The ownership for both trade names must be the same;
 - d) The second trade name Business activity must be in the same location as the primary Business;
 - e) Only businesses with flat rate Business License Fee calculations are eligible; and
 - f) Businesses requesting separate Licenses for each trade name will be required to pay an additional fee or a Secondary Business License Fee (as determined by the Business License Inspector).

Business Licensing Period

405. Except as otherwise provided, Business Licenses shall be granted for a one year period, to commence on the first day of January and to terminate on the 31st day of December in each and every year.

Business License Refund

406. Business License Fees are not refundable after issuance. A Business License Fee paid prior to issuance is refundable with a \$35 processing fee which shall be deducted from the paid Business License Fee prior to refund.

Business License Renewal

407. Business License holders must renew their Business License by submitting the required Business License Fee prior to the beginning of each license period, regardless of whether a Business License holder has received a renewal invoice or not. Business License renewal payments received after February 15th in a given year may be subject to a \$25 late payment charge.
408. Businesses that do not renew their Business License may be removed from the Business License file and be considered no longer in Business where the District has determined, through reasonable efforts, that the Business is no longer active.

Business License Application Forms

409. The Business License Inspector has the authority to set the Business License application form and the accepted method of application.
410. Every person applying for a Business License or a transfer of a Business License shall complete the Business License application form. Applications may be signed by the owner or a duly authorized representative.
411. Business License applications received through approved online processes may be made without signatures.
412. Applications for change of location of home occupation Businesses or applications made for change of mailing address for commercial and non-resident Business can be made by telephone or email in the application form.
413. Submission of additional documentation may be required to process a Business License application, which may include, but is not limited to the following:
- a) a current title search or certificate of title including any legal charges registered on title;
 - b) proof of fire inspection as per the District of Barriere *Fire Regulations Bylaw No. 55* as amended or replaced from time to time, and any relevant Fire Inspection Policies – the cost of the initial, annual inspection is included in the Business License Fee. Any follow up inspection(s) have a corresponding fee as per Fees & Charges Bylaw;
 - c) written authorization from the strata corporation where a Business would be located within a strata.
 - d) Proof of Insurance
 - e) Health Authority Approval for applicable classifications
 - f) Proof of Professional Designation for applicable classifications

False Declarations

414. Any person making an application for a Business License shall give true and correct details in respect of the Business for which the Business License is being applied. Any false declaration or concealment of material facts by a person making an application for a Business License shall be deemed a contravention of this bylaw.

Business License Fees

414. Business License Fees are described in *Fees & Charges Bylaw* and shall be paid to the District prior to the issuance of a Business License. Invoicing and e-commerce transactions of a new Business License Fee, transfer fees, and other fees may be permitted if approved by the Business License Inspector.
415. The Business License Inspector shall determine and distinguish where Primary Business License Fees and/or Secondary Business License Fees are payable in accordance with the provisions of the District of Barriere *Fees & Charges Bylaw*.

Business License Fees Pro-Rated

416. Business License Fees for new Businesses starting after June 31st of a calendar year, may be pro-rated accordingly. Pro-rating shall not apply to existing Businesses which obtain temporary Licenses pursuant to section 419 or to other temporary Businesses or Businesses which have closed and re-opened within six months.

Form of Business License

417. Every Business License granted pursuant to this bylaw shall state that the holder is licensed to carry on the Business stipulated in such Business License in a lawful manner for the period specified in the Business License at the place stated in the Business License.

Display of Business License

418. Business Licenses shall be permanently displayed at all times in the Business area of the premise(s) for Businesses which have public access. All other Businesses shall produce the Business License certificate when requested for public inspection. Mobile Food Concessions, and Food Trucks and Trailers must display the Business License on the Mobile Food Concession, or the Food Truck, or Trailer.

Temporary Business Licenses

419. A temporary Business License is permitted where an existing Business is carried on from a fixed premise in the District and the Business wishes to independently carry on for a temporary period of time from a commercial premise elsewhere.
420. Temporary Business License Fees are set out in Fees and Charges Bylaw.
421. Temporary Business Licenses Fees shall not be pro-rated.

Change of Location

422. Changes of location in respect of a Business License shall not be permitted unless and until the Business License holder completes a new application for a Business License and pays a change of location fee to the District in the amount as set out in *Fees and Charges Bylaw*.
423. Home-based Businesses that change their location to another home are exempt from the requirement to pay a change of location fee, but must submit a new Business License application prior to the change of location.
424. In applying for a Business License, if the applicant changes the location of the Business prior to approval and issuance of a Business License by the Business License Inspector, then the applicant must submit a revised Business License application and pay a change of location fee in the amount as set out in *Fees and Charges Bylaw* for each new location.

Assignment/Transfer of a Business License

425. Business Licenses shall not be assignable or transferrable and, when ownership of a Business changes (including change in control of a Business entity), the new Business owner must apply to the District for a new Business License.
426. Notwithstanding that a new Business owner must apply for a new Business License, if all outstanding Business License Fees are paid to date in respect of the existing Business License, then there will be no additional Business License Fee payable by the new owner for the current licensing period.

Notification of Business Changes/Closure

427. Every Business License holder shall notify the Business License Inspector, in a form approved by the License Inspector, of any change in the name, ownership, mailing and/or Business address, the Business practice, the floor area of the premise(s), the number of people, rental units, games machines, or vehicles used in the operation of the Business, or any alteration to the premises in which the Business is carried on.
428. Upon the termination or closing of a Business, the Business License holder shall notify the Business License Inspector that a Business License is no longer required.

DIVISION FIVE - SPECIFIC BUSINESS REGULATIONSMobile Vendors/Solicitation

500. No person shall:
- a) Sell or offer for sale any book, magazine, or periodical, other than a newspaper, on any street in the District without approval by the Chief Administrative Officer;
 - b) Carry on any Business on any Municipal right-of-way or easement, except with expressed permission in writing or by permit from the District of Barriere.

501. Mobile food concessions, food trucks and trailers, and art sales displayed outdoors to the general public must not impede pedestrian/vehicle traffic or contain any hate speech, nudity, or other offensive material.
502. Mobile food concessions, food trucks and trailers, and equipment required by outdoor artists must meet the approval of the Business License Inspector.
503. The Business License Inspector will require mobile food concessions, food trucks and trailers, and outdoor artists conducting Business on Municipal property to obtain and maintain comprehensive general liability insurance in the amount of not less than Two Million Dollars (\$2,000,000) and in conjunction with such insurance:
 - a) The District shall be included as an additional insured in the insurance policies that are obtained;
 - b) The Business License holder shall hold the District harmless against claims, actions for injury, damage, loss, or death arising out of or resulting from the operation of a mobile food concession or a display by a sidewalk artist;
 - c) The Business License holder's insurer must recognize, in writing in the insurance policy, the existence of the above hold harmless clause;
 - d) An endorsement that the policy shall not be cancelled, lapsed, or materially altered without giving thirty (30) days' written notice to the District of Barriere; and
 - e) Proof of such insurance to the satisfaction of the District shall be submitted to the Business License Inspector prior to the issuance of a Business License.
504. Businesses classified as "Mobile Food Vendors" offering the sale of food and beverage products must:
 - a) not be permanently affixed to any building or structure;
 - b) keep the surrounding area clean and clear of all waste, grease, and food stains;
 - c) ensure any grease or oil used for cooking purposes is collected and deposited in an approved manner and not deposited into a municipal wastewater, or storm sewer system; and
 - d) not disturb persons on adjacent properties with noise and/or odours produced by generators and other Business-related devices or equipment.
 - e) not locate within 50 m of an established restaurant or neighbourhood pub on a separate legal parcel of land (measured by the shortest path between two aerial points on a map while the establishment is open for Business, unless the food truck or trailer operator has written permission from the establishment's owner; and

- e) ensure that any furniture, signage, solid waste, and recycling receptacles and other Business-related paraphernalia are sited on private property adjacent to the vehicle do not obstruct vehicle or pedestrian movement and are removed each day at close of Business (off-vehicle paraphernalia is limited to two tables, eight chairs or four benches, one garbage receptacle, one recycling receptacle, one umbrella, and one sandwich board sign).

505. Businesses classified as “Mobile Food Vendors” located on District property must:

- a) ensure all signage and Business-related paraphernalia is attached to the food truck or trailer, including solid waste and recycling receptacles. Freestanding or sandwich board signs, tables, chairs, and benches are not permitted in conjunction with the Business unless authorized in writing by the District;
- b) maintain food trucks or trailers in clean condition and in good repair; and
- c) comply with the terms and conditions outlined in its Right-of-way Usage Permit, including consistent participation on scheduled days, as outlined in the permit. The Public Works Manager or designate reserves the right to cancel and/or reassign the permit without reimbursement of permit fees should the Business fail to comply with the terms and conditions therein, including failure to show up for five or more consecutive permitted days.

506. The soliciting of sales of any article, commodity, or thing, or any agreement for the provision of any service shall require a Business License issued under the provisions of this bylaw.

Arcades

507. Arcades shall not be permitted to operate between the hours of 24:00 hours (12:00 midnight) and 09:00 hours (9:00 am).

Automobile Parking Lot

508. It is a condition of the granting of a Business License to any person to carry on the Business of an automobile parking lot that one sign be posted at each entrance and each exit of each automobile parking lot used in operation of the Business, with each sign stating in wording clearly legible by day or night to the satisfaction of the Business License Inspector, the circumstances under which a vehicle may be removed or towed from the lot and the address of the place to which the vehicle will be removed or towed.

Amusement Park/Carnival/Circus/Rodeo - Insurance and Safety Standards

509. A person applying for a License to hold a carnival or circus on public property may be required by the Business License Inspector to obtain and maintain comprehensive general liability insurance in the amount of not less than Five Million Dollars (\$5,000,000) and in conjunction with such insurance:
- a. The District shall be included as an additional insured in the insurance policies that are obtained;
 - b. The Business License holder shall hold the District harmless against claims, actions for injury, damage, loss, or death arising out of or resulting from the operation of the activity in this classification;

- c. The Business License holder's insurer must recognize, in writing in the insurance policy, the existence of the above hold harmless clause;
 - d. An endorsement that the policy shall not be cancelled, lapsed, or materially altered without giving thirty (30) days' written notice to the District of Barriere; and
 - e. Proof of such insurance to the satisfaction of the District shall be submitted to the Business License Inspector prior to the issuance of a Business License.
510. As a condition of issuance of a Business License in respect of an activity in this classification on public property, or at any time during the term of the License, the Business License Inspector may require:
- a. Proof that all machines, rides, and equipment to be used by the public at the activity in this classification conform to the safety standards of the provincial authority having jurisdiction; or
 - b. A deposit with the District of a Standby Letter of Irrevocable Credit in the amount of Five Thousand Dollars (\$5,000) which shall be held by the District as security to reimburse any expenses incurred to carry out clean-up operations or repair damage caused by the operation of the carnival or circus, it being understood that the District may bring legal action or exercise other remedies against the License holder if the clean-up operations or cost of repairs exceed the sum of Five Thousand Dollars (\$5,000). The security shall be returned to the Business License holder if the District is satisfied that the Business License holder has carried out the necessary clean-up operations or repairs.

DIVISION SIX - OFFENCES AND PENALTIES

600. No person shall do any act or permit any act or thing to be done in contravention of this bylaw.
601. Every person who violates any provision of this bylaw, or who permits any act or thing to be done in contravention of this bylaw, or who fails to do any act or thing required by this bylaw, shall be deemed to have committed an offence against this bylaw and:
- i. Shall be liable to a fine set out in the District of Barriere Bylaw Notice Enforcement Bylaw No. 95 as amended;
 - ii. Where a specific penalty has not otherwise been designated, shall be liable to a fine and/or penalty provided under the *Community Charter* of not less than One Hundred Dollars (\$100) and not more than Ten Thousand Dollars (\$10,000), plus the costs of prosecution, and any other order imposed pursuant to the *Community Charter*; or
 - iii. Any combination of the above.
602. Each day that an offence against this bylaw continues shall be deemed a separate and distinct offence.

603. Any penalty imposed pursuant to this bylaw shall be in addition to, and not in substitution for, any other penalty or remedy imposed pursuant to any other applicable statute, law or regulation.

Severability

604. If any provision of this Bylaw is found invalid, such provision is severable and shall not affect the validity of the Bylaw as a whole.

DIVISION SEVEN – SCHEDULES

700. Schedule 'A' – Business Category Descriptions, is attached to and forms part of this bylaw and is enforceable in the same manner as this bylaw.

Read a first time this day of , 2025

Read a second time this day of , 2025

Read a third time this day of , 2025

Adopted this day of , 2026

Mayor Rob Kerslake

Tasha Buchanan, Corporate Officer

DISTRICT OF BARRIERE

DRAFT - BYLAW NO. 267

SCHEDULE "A"

BUSINESS CATEGORY DESCRIPTIONS

For record keeping convenience the License Inspector may segregate various classes of business licenses numerically within each code.

CODE

0100 ACCOMMODATIONS

Rent or lease suites or rooms in a hotel, motel, rooming house, bed and breakfast house, apartment, mobile home park or campground.

- 0101 Permanent/Temporary residential occupancy
- 0102 Mobile Home Park
- 0103 Campground
- 0104 Bed & Breakfast

0200 AGENT

Any person who, either on their own behalf or as an agent for another, sell or solicits or takes orders to be supplied by any person not carrying on a business within the District of Barriere.

- 0201 Agent

0300 AMUSEMENT PARK/CARNIVAL/CIRCUS/RODEO

Any water slide, miniature golf course, go-kart track, bumper cars, rodeo, rides, or similar place of entertainment. Any person holding a license under this section may also sell by retail, without further license or fee: food novelties, tobacco, gifts and souvenirs. Each applicant for a license issued for under this classification shall provide to the License inspector proof of \$5,000.00.00 liability insurance co-naming the District as insured.

- 0301 Amusement Park/Carnival/Circus - Daily
- 0302 Amusement Park/Carnival/Circus - Annual

0400 AUTOMOBILE/VEHICLE SALES, RENTAL AND SERVICE

Sales/rental and service; new or used cars snowmobiles, motorcycles, boats, trucks or recreational vehicles.

- 0401 Sales and rental only
- 0402 Sales, rental and service
- 0403 Sales, rental and service of snowmobiles, motorcycles, boats & recreational vehicles

0500 AUTO WRECKER

Retail sales of used goods, scrap metals, and wrecking.

0501 Auto wrecker

0600 BEAUTY SALON

Beauty salon, hairdresser, esthetician, cosmetologist, or barber.

0601 Beauty Salon

0700 BUSINESS SERVICES

Appliance & electronic repair service, auctioneer, collection agency, counseling service, desktop publisher, hall rental, janitorial, research and development laboratory, liquor delivery, office assistant/answering office use, photographic studio, commercial printing, security/enforcement, steam cleaning, tax preparation, travel agency, upholsterer, consulting, mobile hairdresser, automobile towing, property maintenance and management, business machine maintenance, and general handyman.

0701 Business Services

0800 CAR WASH

0801 Car Wash

0900 CHIMNEY CLEANING SERVICE

0901 Chimney Cleaning Service

1000 CHRISTMAS TREE SALES

1001 Christmas Tree Sales

1100 CONCESSION SALES

Any business in which light refreshments, lunches, confectionary and tobacco, or any one or more of them are served or offered for sale in premises that do not exceed 47 square meters.

1101 Concession Sales

1200 CONTRACTOR

A person carrying on the business of constructing, repairing or demolishing a building, structure or thing, or offering the service of an associated building, construction or engineering sub-trade is as follows:

Contractor (General) – means any person who enters into a contract to construct, repair or demolish a building, structure or thing, wherein more than two sub-trades are required to assist the general contractor and possess proof of valid contractor's license or accreditation.

Subcontractor (Sub)/Tradesman – means without storefront or office within the District of Barriere and possesses proof of valid contractor's license or accreditation.

1201 Contractor (General)

1202 Subcontractor (Sub)/Tradesman

1300 DAYCARE

In home or rented/leased premises.

1301 Daycare

1400 EQUIPMENT SALES, RENTALS, AND SERVICE

Sales and service of industrial, farm and light commercial.

1401 Equipment Sales, Rentals, and Service

1500 ENTERTAINMENT PLACES PERMANENT

Theater, Amusement Halls, or other Place of Assembly – includes drive-in/movie theatres, amusement hall, concert hall, music hall, opera house, rink, amusement park, bingo hall or other place of amusement, entertainment, or fall fair exhibition grounds.

1501 Entertainment Places

1600 EXHIBITION RETAIL

Exhibition/Itinerant Show/Special Event, including Horse Racing – when held elsewhere than in a licensed theatre or other licensed place.

1601 Exhibition Retail - Daily

1602 Exhibition Retail - Annual

1650 EXHIBITION RETAIL SALES (TEMPORARY)

Carry on a business or displaying or showing to the public, goods, wares, or other merchandise on premises temporarily rented, leased, or otherwise obtained, including but not limited to trade fairs, fall fairs, flea markets, and fruit stands.

1651 Exhibition Retail (Temporary) - Daily

1652 Exhibition Retail (Temporary) - Annual

1700 FARMER'S MARKET, FLEA MARKET, FRUIT STAND

1701 Farmer's Market/Flea Market/Fruit Stand - 3 month

1702 Farmer's Market/Flea Market/Fruit Stand - 6 month

1703 Farmer's Market/Flea Market/Fruit Stand - Annual

1800 FABRICATING

Pre-finished materials are used to make a product or thing, including but not limited to tire retread shop, sheet metal, steel fabricating, sign shop, fiberglass.

1801 Fabricating

1900 FINANCIAL AND BROKERAGE COMPANY

A person or company carrying on the business of a bank, trust company, credit union, finance and loan company, brokerage company, cheque cashing services, payday loans services, independent stock broker, or independent mortgage broker.

1901 Financial and Brokerage Company

2000 FOOD SERVICE

A person carrying on a business for the preparation and sale of food, including but not limited to a licensed restaurant, butcher, deli, bakery, caterer, and tea room.

2001 Food Service

2100 FOOD VENDORS

Means a person carrying on the business of selling food products from a vehicle parked on private or public property at a location permitted for such commercial use under the District of Barriere Zoning Bylaw.

Where the mobile business is limited to the selling of ice cream and other frozen confections, it shall be permitted to operate at roadside in residential areas:

2101 Food Vendors – non motorized
Push or Pedal Mobile units

Food Vendors – Motorized

2102 Pulled or Self powered mobile unit - Monthly

2103 Pulled or Self powered mobile unit - Annual

2200 FUEL SALES AND SERVICE

Fuel bar, service station, or bulk fuel agent/dealer, but can include gas, propane, and fiber wood products.

2201 Fuel Sales and Service

2300 FUNERAL SERVICE/CREMATORIUM

Funeral Services/Arrangements

2301 Funeral Service/Crematorium

2400 HANDICRAFTS AND ARTS

Home Based – of making or producing a product as a handicraft or art form.

2401 Handicrafts and Arts

2500 LAUNDROMAT AND DRY CLEANER

Laundromat or dry cleaners which may include on site fabric repair.

2501 Laundromat and Dry Cleaner

2600 LICENSED LIQUOR ESTABLISHMENT/LIQUOR SALES/CANNABIS SALES

Selling liquor to the public and including the accessory sale of food. A business license for Cannabis Retail Sales can not be combined with any other classification.

2601 Licensed Liquor Establishment/Liquor Sales

2602 Licensed Cannabis Retail Sales

2700 MANUFACTURING

All products, processes and plants; from unfinished or raw materials.

2701 Manufacturing

2800 MEDIA SERVICE

Media-oriented service, including but not limited to newspaper publishers, broadcasting stations, telecommunications, and internet.

2801 Media Service

2900 MOBILE HOME MANUFACTURING/SALES

Dealer for new and used mobile home sales from commercial premises or a listing agency for used mobile homes located on private premises.

2901 Mobile Home Manufacturing/Sales

3000 MOBILE VENDOR

A person carrying on the business of selling goods from a vehicle parked on private property at a location permitted for such commercial use under the District of Barriere Zoning Bylaw.

3001 Mobile Vendor

3200 NURSING HOME/PRIVATE HOSPITAL/HEALTHCARE AID

Persons caring in a volunteer capacity for not more than two patients or for patients who are immediate family members, shall not be required to take out or hold a license or pay a fee under this classification.

3201 Licensed Nursing Home/Private Hospital or agency overseeing employees tasked with the care and wellbeing of patients in and out of clinic care on a part or full-time basis.

3202 Independent and licensed healthcare aid hired to care for the health and wellbeing of non-family members on a part-time or full-time basis.

3300 PARKING LOT

A person carrying on business of renting or leasing parking in stalls.

3301 Parking Lot

3400 PAWNBROKER

3401 Pawnbroker

3500 PROFESSIONAL

Including but not limited to engineering, veterinarians, accounting, barristers & solicitors, notaries, medical, dental, surveyors, psychologists, real estate appraisers, physiotherapists, naturopathic, architects, chiropractors.

3501 Professional

3600 REAL ESTATE AGENT/SALES PERSON AND INSURANCE AGENT/SALESPERSON

A licensed real estate agent/sales/person or insurance agent/salesperson with or without a storefront or operating as a home-based business. An agent/salesperson based outside of the District of Barriere but operating within the municipal boundary, is required to obtain a valid business license under this classification unless the applicant is a holder of an Inter-Community Business License from a participating community by its relative bylaw.

3601	Real Estate Agent/Salesperson	1 st Person
3602	Real Estate Agent/Salesperson	additional person
3603	Insurance Agent/Salesperson	1 st Person
3604	Insurance Agent/Salesperson	additional person

3700 RECREATION/HEALTH SPA FACILITY

Recreation facility (indoor/outdoor), bingo hall, health spa, or bowling alley, including but not limited to aerobic fitness studios, bodybuilding gymnasiums, billiard halls, and arcades.

3701 Recreation/Health Spa Facility

3800 REPAIR SHOP

For automobiles, trucks, snowmobiles, motorcycles, recreation vehicles and boats, including but not limited to auto body shop, radiator shop, tire store, brake shop, muffler shop, machine shop, welding shop, and mechanical repair shop.

3801 Repair Shop

3900 RETAIL BUSINESS/SECOND STORES

Retail sales of goods or food products from permanent commercial premises.

3901 Retail Business up to 1000 sq. feet-small
3902 Retail Business from 1001 to 2001 sq. feet-med.
3903 Retail Business over 2001 sq. feet-large

4000 SCHOOLS/HOME-BASED OR COMMERCIAL SPACE

Includes driving school, dance, martial arts, craft, and music.

4001 Schools/Home Based or Commercial Space

4100 THEATRES AND MARKET

Includes drive-in theatres, amusement hall, concert hall, music hall, opera house, rink, amusement park, movie theatre, bingo hall, or other place of amusement, entertainment, or exhibition.

4101 Theatres and Market - daily

4102 Theatres and Market - monthly

4103 Theatres and Market - 3 month

4104 Theatres and Market - 6 month

4200 TRANSPORTATION OF GOODS AND/OR PEOPLE

Provision of a lawful public or charter transportation service or a moving, delivery or courier service and includes licensed Pilot Car service.

4201 Transportation of Goods and/or People

4300 UNCLASSIFIED

A person carrying on a business that is not herein classified as determined by the License Inspector.

4301 Unclassified

4302 Unclassified – Seasonal (less than 8 weeks)

4400 VENDING MACHINES

Operation of a vending machine in one or more locations and includes ATM Machines not owned and operated by the establishment in which the ATM is located.

4401 Vending Machines

1st machine

4402 Vending Machines

additional machine

4500 WAREHOUSING

4501 Warehouse, Storage Warehouse, Bonded Storage

4600 WHOLESALE

Refers to selling goods in quantity for resale by retail stores or for re-use in the manufacturing or construction process.

4601 Wholesale

DISTRICT OF BARRIERE
BYLAW NO. 0041
AMENDED BY BYLAW NO. 0059, NO. 73 and No. 130

A Bylaw to Regulate and License Businesses

Complied for convenience purposes only

WHEREAS the Community Charter permits a Council to provide for a system of licenses, permits or approvals;

AND WHEREAS Council of the District of Barriere deems it necessary to authorize and regulate the issuance of and the levying and collecting of license fees in respect to the trades, occupations, professions and businesses hereinafter set forth;

NOW THEREFORE the Council of the District of Barriere in open meeting assembled, enacts as follows:

1. This bylaw may be cited as “District of Barriere Business License Bylaw No. 0041, 2009.”
2. This Bylaw applies to the whole of the area within the boundaries of the District of Barriere as may be amended from time to time.
3. This Bylaw comes into force and takes effect on the day of its final adoption by the Council of the District of Barriere.
4. This Bylaw is divided into the following parts:

PART 1 - DEFINITIONS

PART 2 - LICENSE REGULATIONS

PART 3 - LICENSE SUSPENSION AND APPEALS

PART 4 - BUSINESS REGULATIONS

PART 5 - ENFORCEMENT

PART 1 – DEFINITIONS

“ACCESSORY RESTAURANT” means a restaurant which is subordinate or accessory to and is located in the same premises as the principal business.

“APPLICANT” means any person who makes application for a business license pursuant to this bylaw.

“ARCADE” means premises into which the public is invited for the purposes of using amusement machines, but does not include a premises containing six (6) or less amusement machines.

“BEER AND WINE STORE” means a retail trade store that primarily sells beer and wine products for consumption off the premises.

“BUILDING INSPECTOR” means the Building Inspector for the District of Barriere or a duly authorized representative.

“BUSINESS” means the carrying on of a commercial or industrial undertaking of any kind or the providing of professional, personal or other services for the purpose of receiving income or revenue, but does not include an activity carried on by a Municipal, Provincial or Federal Government, or Crown Corporation.

“CABARET AND NIGHTCLUB” means an establishment where a full range of liquor products are sold for consumption on the premises and where a dance floor and entertainment is provided.

“CORPORATE OFFICER” means the person appointed by District Council from time to time.

“COUNCIL” means the Council of the District of Barriere.

“FAMILY DAY CARE” means a facility which provides day care services to not more than seven (7) children, and which is licensed by the Community Care Facility Act for family day care facilities.

“FIRE CHIEF” means any person appointed from time to time as Fire Chief for the District and includes any person acting lawfully in that capacity.

“FLOOR AREA” means that area within a building that is used for display purposes or to service customers, but shall not include those areas set aside exclusively for the storage of supplies or for the use of the employees of the business.

“GROUND AREA” means the total ground area used for the carrying on of the business. Where more than one business is carried on from a single lot or ground area, the ground area for each business shall be as determined by the License Inspector.

“HOME BASED BUSINESS” means an occupation or profession carried on by an occupant of a residence, for consideration, which is clearly incidental and accessory to the use of the property for residential purposes.

“HOTEL PUB” means an establishment located within a hotel, where liquor products are sold for consumption on the premises and where entertainment may be provided.

“LICENSE INSPECTOR” means the person appointed from time to time by the Council as License Inspector of the District of Barriere and includes any person lawfully acting in that capacity including the Chief Administrative Officer (CAO) and the Financial Officer.

“LICENSE” means a license issued under this Bylaw.

“LOUNGE” means an establishment where liquor products are sold for consumption on the premises and where entertainment except a dance floor may be provided.

“NEIGHBOURHOOD PUB” means an establishment where liquor products are sold for consumption on the premises only.

“NON-RESIDENT BUSINESS” means a business, other than a resident business, carried on within the Municipality or with respect to which any work or service is performed within the Municipality.

“PERSON” means a natural person, his heirs, executors, administrators or assigns and shall also include a firm or corporation.

“RESIDENT BUSINESS” means a business carried on, in, or from premises within the Municipality.

PART 2 – LICENSE REGULATIONS

2.1 LICENSE REQUIRED

No person shall carry on a business within the District without having obtained a valid business license.

2.2 FORM OF LICENSE

Every license granted pursuant to this Bylaw shall state that the holder is licensed to carry on the business stipulated therein in a lawful manner for the period specified at the place therein stated.

2.3 DISPLAY OF LICENSE

Licenses shall be permanently displayed at all times in the business area of the premises to which the public has access.

2.4 TERM OF LICENSE

- a) Except as otherwise provided, every license issued pursuant to this Bylaw shall terminate on the 31st day of December of the year in which it was issued.
- b) The license fees for new businesses starting after the first quarter (March 1st), second (June 1st) and third (September 1st) quarter periods of the licensing year may be prorated accordingly with a minimum fee of Fifty (\$50.00) Dollars. Prorating shall not apply to

existing businesses which obtain temporary licenses pursuant to Section 2.8(a), nor shall it apply to businesses for which a license was required within three (3) years previous to the new application.

- c) Subject to Section 2.4(b) no proportionate reduction shall be made on account of any person commencing or ceasing to do business at a particular time, in any one year.
- d) The period for a license in respect of a theatre, concert-hall, amusement park, or other place of amusement, entertainment, or exhibition may be one year, six months, three months one month or one day.

2.5 LICENSE FEES

- a) No license shall be issued until the fee therefore as set out in *Fees & Charges Bylaw No. 73* as amended.
- b) Except as otherwise provided, the minimum fee prescribed under this Bylaw shall be Seventy-five (\$75.00) Dollars.
- c) The maximum fee prescribed under this Bylaw shall not exceed One Thousand (\$1,000.00) Dollars.

2.6 APPLICATION

- a) Every person applying for a license or a transfer of license shall complete an application form obtained from the District. Applications may be signed by the owner or his duly authorized representative.
- b) Any person making an application for a license shall give true and correct details for the business that the license is being applied for, on the application form supplied by the License Inspector. Any false declaration or concealment of material facts shall be deemed an infraction of this Bylaw and shall be liable to the penalties set forth in Section 5.3.

2.7 SEPARATE LICENSE

- a) Where a business is carried on in or from more than one premises in the District, the business carried on in or from each premises shall be deemed to be a separate business and shall require a separate license except as provided in Section 2.8(a)
- b) Where there is more than one separate and distinct business category located within the same premises, each business category shall have a separate license.

2.8 TEMPORARY LICENSES

- a) Where an existing business is carried on from a fixed commercial premises in the District and the business wishes to carry on for a temporary period of time from a separate fixed commercial premises, the following fee schedule shall apply:
 - 7 consecutive days - \$50.00
 - 15 consecutive days - \$85.00
- b) Where a resident business is not carried on continuously in the District for at least six months, the business shall pay twice the fee normally required for businesses of the same classification.

2.9 CHANGE OF LOCATION, NAME OR OWNERSHIP

Business licenses are not transferrable and no change of location, name or ownership shall be allowed without the licensee completing a new application for a business license, submitting an administrative fee in the amount of Thirty-five (\$35.00) Dollars and being issued a new business license.

2.10 LOCATION OF BUSINESS

All premises upon or in which the applicant for license proposes to carry on or conduct any business shall, before any such license is granted, first be approved by the License Inspector who may, in his discretion, also require such premises to be approved by the Medical-Health Inspector, the Commissioner's Inspector, the Building Inspector or any other official of a Provincial or Municipal Department involved or all of the above. Where any Federal/Provincial Act or Regulation or any other District Bylaw applies to any matter covered by this Bylaw, the issuance of a business license under the provisions of this Bylaw shall not relieve the licensee from complying with the provisions of such other enactments.

2.11 NOTIFICATION OF BUSINESS CHANGE

Every holder of a license shall notify the License Inspector of any change in the mailing and/or the business address, the business practice, the floor area of the premises, the number of people, rental units, games machines or vehicles used in the operation of the business, or any alteration to the premises in which the business is carried out.

Upon the termination of the business by the license holder, the licensee shall notify the License Inspector that the license is no longer required and shall surrender the license to the License Inspector.

PART 3 – LICENSE SUSPENSION AND APPEALS

3.1 AUTHORITY TO SUSPEND

The License Inspector may suspend any license for such period as he may determine if the holder of the license:

- a) is convicted of an offence indictable in Canada;
- b) is convicted of any offence under any Municipal Bylaw or Statute of the Province of British Columbia in respect of the business for which he is licensed or with respect to the premises named in his license;
- c) has, in the opinion of the License Inspector, been guilty of such gross misconduct in respect of the business or in or with respect to the premises named in his license as to warrant the suspension of his license;
- d) has ceased to meet the lawful requirements to carry on the business for which he is licensed or with respect to the premises named in his license; and
- e) has, in the opinion of the License Inspector, conducted his business in a manner, performed a service in a manner, or sold, offered for sale, displayed for sale or distributed to a person actually or apparently under the age of 16 years anything, that may be harmful or dangerous to the health or safety of a person actually or apparently under the age of 16 years.

3.2 NOTICE OF SUSPENSION

- a) Where a license has been suspended pursuant to the Municipal Act, a "Notice of Suspension" shall be issued to the licensee by the License Inspector, in writing, outlining the reasons for the suspension and shall be served on the licensee or delivered to the licensee by registered mail to the address of the business shown on the business license application.
- b) A "Notice of Suspension" of a license may be posted by the License Inspector upon the premises for which the license was issued and such notice shall not be removed until the license is reinstated, the former licensee ceases to occupy the premises or a new business other than the one carried on by the licensee is started in the premises.

3.3 RIGHT TO APPEAL SUSPENSION

Any person whose license has been suspended, or who has been refused a license, or who wishes to appeal the classification as given by the License Inspector, may appeal to Council by giving written notice to the Corporate Administrator of their intention to appeal. Such appeal shall state the grounds upon which the appeal is made. Council shall appoint a time and a place for the hearing of the appeal and may confirm or set

aside such decisions made by the License Inspector as it may deem appropriate.

3.4 REVOCATION

- a) Council may revoke a license pursuant to the Municipal Act for “reasonable cause” after giving notice to the licensee and after giving the licensee an opportunity to be heard.
- b) The notice and opportunity to be heard referred to in sub-section a) of this section is not required in respect to the licensee who by reasonable efforts cannot be found.
- c) A “Notice of Revocation” may be posted by the License Inspector upon the premises for which the license was issued and such notice shall not be removed until the license is reinstated, the former licensee ceases to occupy the premises, or a new business other than the one carried on by the licensee is started in the premises.

3.5 NOTICE OF HEARING

A Notice of Hearing to revoke a license under Section 3.4 or after a refusal by the License Inspector to issue a license or to consider the granting of a license shall be made in writing, outlining the time, date, and place of the hearing and the reasons for Council’s consideration of a request to revoke or refuse the license and served on the licensee(s) or delivered to the licensee(s) by registered mail to the address shown on the application for the license.

PART 4 – BUSINESS REGULATIONS

4.1 HOME-BASED BUSINESS

- a) Every person operating a Home-Based Business that is not included in the Handicrafts and Arts classification of Schedule “A” hereto, shall be licensed under the classification which reflects the nature of the business.

4.2 MOBILE VENDORS/SOLICITATION

- a) No person shall carry on any business from or on any street or sidewalk in the District, except in accordance with the Regulation and Control of Sidewalk Vendors Bylaw.
- b) Businesses classified as “Mobile Vendor” shall be permitted to offer the sale of goods and food products from private property only with permission of the owner, at a location where such use is permitted under the District of Barriere Zoning Bylaw.
- c) Every person who sells from a vehicle shall provide vehicle registration for the vehicle and personal identification in the form of a driver’s license.

d) The soliciting of sales of any article, commodity or thing, or any agreement for the provision of any service shall require a business license issued under the provisions of this Bylaw.

4.3 CONSTRUCTION CONTRACTORS

Every person licensed as a General Contractor shall, on the request of the License Inspector, provide a list of all subtrades engaged on each specific project as well as proof of mandatory trade qualification certificates for the following subtrades:

- a) Plumbing, steam fitting, pipe fitting
- b) Refrigeration
- c) Electrical
- d) Gas fitting

4.4 INSURANCE AND SAFETY STANDARDS

a) A person applying for a license to hold a carnival may be required by the License Inspector to obtain and maintain comprehensive general liability insurance of an amount not less than Three Million (\$3,000,000.00) Dollars.

The District shall be included as an additional insured.

The Licensees shall hold the District harmless against claims, actions for injury, damage, loss or death arising out of or resulting from the operation of the business. The licensees' insurer must recognize the existence of the hold harmless clause.

Proof of such insurance to the satisfaction of the District shall be submitted to the License Inspector prior to the issuance of a license.

b) Proof that all machines, rides and equipment to be used by the public at any carnival conform to the safety standards of the provincial authority having jurisdiction may be required by the License Inspector before a license is issued, or at any time during the term of the license.

4.5 SECONDHAND SALES

Persons carrying on the business of retail sales of secondhand goods shall comply with provisions of District of Barriere Bylaw to Regulate Persons Dealing in Secondhand Goods. (This does not apply to auto wreckers or sale of scrap metal).

4.6 SECURITY AND PATROL SERVICE

a) Every person carrying on the business of watching, guarding or patrolling for the protection of persons or property, or as a private detective shall be required to hold a license as set forth in the Private Investigators Act of the Province of British Columbia.

b) All applications for security and patrol service shall be forwarded by the License Inspector for approval by the local detachment of the Royal Canadian Mounted Police prior to issuance of the business license.

PART 5 – ENFORCEMENT

5.1 AUTHORITY TO ENFORCE

a) The Council may by Resolution, appoint a person to be the License Inspector, whose duty it shall be to carry out and administer the provisions of this Bylaw and other licensing Bylaws as may be enacted from time to time.

b) The Council may by Resolution, from time to time, appoint a person or persons as Assistant License Inspector or Inspectors with like duties and powers as delegated to the License Inspector by the provisions of this Bylaw.

c) It shall be the duty of the License Inspector, and he/she is hereby authorized and empowered to inspect, compel and require that all regulations and provisions prescribed in this Bylaw and other licensing Bylaws as may be enacted from time to time, shall be carried out.

d) The License Inspector shall make rules and regulations for the internal management of his department.

e) The License Inspector shall maintain and keep records of all licenses issued.

f) All such records shall be considered public records and shall be open for inspection at reasonable times to any person having business with the License Inspector. No person shall be entitled to inspect more than one License Application at any one time without paying a search fee of \$25. for each additional license application viewed.

5.2 OFFENSES

Any person who:

a) fails to comply with the provisions of this Bylaw, or

- b) tenders a cheque or other negotiable instrument, in full or partial payment of any fee payable hereunder, which is not honoured by the financial institution or bank against which it is issued, or
- c) provides false information with regard to size, location, ownership or legal conformity of the business, or
- d) carries on the business after receiving notice of suspension or after the business license has been revoked, or
- e) carries on business without a Business License,

commits an offence, and each day's continuance of an offence constitutes a new and distinct offence.

5.4 PAYMENT OF FINES

5.4.1 Any person guilty of an infraction of Sections 5.2(a) or 5.2(e) may voluntarily:

- a) within seven (7) days of issuance of the Business License Violation Notice, pay to the District of Barriere the sum of Fifty (\$50.00) Dollars as full satisfaction for each violation;
- b) after a charge has been preferred and before a court appearance date has been set, settle this matter by payment of a voluntary penalty of one Hundred (\$100.00) Dollars to the Clerk of the Provincial Court.

5.4.2 Any person guilty of an infraction of Sections 5.2(b) or 5.2(c) may voluntarily:

- a) within seven (7) days of issuance of the Business License Violation Notice, pay to the District of Barriere the sum of Twenty-Five (\$25.00) Dollars as full satisfaction for each violation;
- b) after a charge has been preferred and before a court appearance date has been set, settle this matter by payment of a voluntary penalty of Fifty (\$50.00) Dollars to the Clerk of the Provincial Court.

5.4.3 Any person guilty of an infraction of Section 5.2(d) may voluntarily:

- a) within seven (7) days of issuance of the of the Business License Violation Notice, pay to the District of Barriere the sum of Seventy-Five (\$75.00) Dollars as full satisfaction for each violation;

- b) after a charge has been preferred and before a court appearance date has been set, settle this matter by payment of a voluntary penalty on One Hundred and Fifty (\$150.00) Dollars to the Clerk of the Provincial Court.

5.4.4 Any person guilty of an infraction not mentioned in Sections 5.4.1, 5.4.2 or 5.4.3 shall be liable on summary conviction to a fine not less than Fifty (\$50.00) Dollars as full satisfaction for each violation.

Any person may voluntarily:

- (a) within seven (7) days of the issuance of the Business License Violation Notice, pay to the District of Barriere the sum of Thirty-Five (\$35.00) Dollars as full satisfaction for each violation;
- (b) after a charge has been preferred and before a court appearance date has been set, settle this matter by payment of a voluntary penalty of Fifty (\$50.00) Dollars to the Clerk of the Provincial Court.

5.4.5 Where a Business License Violation Notice has been issued pursuant to this Bylaw and that person has not paid the voluntary fine, the cost of service of the summons shall be added to the amount of the voluntary fine.

5.5 SEVERABILITY

If any provision of this Bylaw is found invalid, such provision is severable and shall not affect the validity of the Bylaw as a whole.

Read a First Time this 16th day of November, 2009
 Read a second time this 16th day of November, 2009
 Read a third time this 16th day of November, 2009

Adopted this 30TH day of November, 2009

ORIGINAL SIGNED BY

 Mayor Mike Fennell

ORIGINAL SIGNED BY

Wayne Vollrath, CAO



THOMPSON-NICOLA

REGIONAL DISTRICT

The Region of BC's Best

300-465 Victoria Street

Kamloops, BC V2C 2A9

Tel: 250-377-8673

Toll Free in BC: 1-877-377-8673

Email: admin@tnrd.ca

Department: Board of Directors

November 25, 2025

City of Kamloops

Mayor Hamer-Jackson

Email: mayor@kamloops.ca

Subject: Municipalities in the TNRD Region write a letter to the Minister of Emergency Management and Climate Readiness advocating for small and rural fire departments

To whom it may concern,

At its meeting on November 6, 2025, the Board of Directors of the Thompson-Nicola Regional District (TNRD) passed a resolution stating,

THAT, the TNRD Board of Directors direct staff to send a letter to the Minister of Emergency Management and Climate Readiness, requesting the Ministry to advocate for small and rural fire departments by asking the Fire Underwriters Survey to review their restrictions on First Line Duty Apparatus and consider establishing a policy based on performance rather than age;

AND THAT, the Board request municipalities in the TNRD to also send a letter to the Minister of Emergency Management and Climate Readiness regarding this issue.

The Fire Underwriters Survey (FUS) is a national organization that evaluates the fire protection capabilities of communities across Canada. Its assessments are used by insurance companies to determine fire insurance ratings, which in turn influence insurance premiums for residents and businesses. The policies and grading criteria established by FUS directly impact local fire departments by setting standards for equipment, staffing, and operational readiness. As a result, compliance with FUS requirements is crucial for departments seeking to maintain favorable insurance ratings for their communities. First Line Duty apparatus must adhere to strict FUS age limitations to qualify for credit with insurance grading and fire protection evaluations. This standard does not account for usage rates or the actual condition of vehicles after certain ages, creating challenges for departments that operate on limited budgets and serve primarily rural areas. Currently, Fire Underwriters Survey (FUS) follows their *Service Schedule for Fire Apparatus* below.

Apparatus Age	Major Cities ³	Medium Sized Cities ⁴	Small Communities ^{5,6} and Rural Areas
0 – 15 Years	First Line Duty	First Line Duty	First Line Duty
16 – 20 Years	Reserve	2 nd Line Duty	First Line Duty
20 – 25 Years ¹	No Credit in Grading	No Credit in Grading or Reserve ²	No Credit in Grading or 2 nd Line Duty ²
26 – 29 Years ¹	No Credit in Grading	No Credit in Grading Or Reserve ²	No Credit in Grading or Reserve ²
30 Years +	No Credit in Grading	No Credit in Grading	No Credit in Grading

¹ All listed fire apparatus 20 years of age and older are required to be service tested by recognized testing agency on an annual basis to be eligible for grading recognition. (NFPA 1071)

² Exceptions to age status may be considered in a small to medium sized communities and rural areas conditionally, when apparatus condition is acceptable and apparatus successfully passes required testing.

³ Major Cities are defined as communities that have:

- a total population of 100,000 or greater within the fire protection jurisdiction

⁴ Medium Communities are defined as communities that have:

- a total population of 30,000 – 99,999 within the fire protection jurisdiction

⁵ Small Communities are defined as incorporated or unincorporated communities that have:

- a total population of 1,000 – 29,999 within the fire protection jurisdiction

⁶ Rural Areas are defined as incorporated or unincorporated communities that have:

- a total population of less than 1,000 within the fire protection jurisdiction

Figure 1. Service Schedule for Fire Apparatus for Fire Insurance Grading Purposes

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


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

First-line duty vehicles, based on community size, are considered “aged out” according to the Service Schedule for Fire Apparatus for Fire Insurance Grading Purposes, shown above in Figure 1. It should be noted that FUS can make exceptions and extend protection credit up to a maximum of 30 years on a case-by-case basis, however, once they reach 30 years of service, regardless of their operational capabilities or maintenance history, there is no longer any credit given in the insurance grading process, meaning it cannot be counted toward a department’s apparatus requirements for favorable insurance ratings. This rigid cutoff forces departments to replace vehicles that may still be reliable and safe, further increasing financial pressure, especially in small and rural communities where budgets are tight and apparatus costs continue to rise.

The concerns of all TNRD Fire Departments regarding the current Fire Underwriters Survey (FUS) policy on the service age limitations for primary fire response vehicles. The intent is to advocate for a more flexible and condition-based evaluation model with provincial authorities and FUS representatives.

The TNRD strongly encourages the municipalities in the TNRD to also write a letter to the Minister of Emergency Management and Climate Readiness advocating for a shift toward performance-based evaluations and certification processes as it would alleviate unnecessary costs, ensure continued safety, and better support the operational realities of local fire departments. We are committed to advocating for this support and look forward to the positive impacts it will have on our region.

Yours truly,

A handwritten signature in blue ink that reads "Barbara Roden". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Barbara Roden
Chair, Thompson-Nicola Regional District

Cc: Village of Ashcroft
District of Barriere
Village of Cache Creek
Village of Chase
District of Clearwater
Village of Clinton
District of Logan Lake
Village of Lytton
City of Merritt
Sun Peaks Resort Municipality

DISTRICT OF BARRIERE
Grant Application – Organizations

Organization Official Name: BARRIERE TRAILS SOCIETY

Mailing Address: P.O. BOX 1323

BARRIERE BC

Phone: 604-791-3668 Fax: _____ Email: harry.waldron@hotmail.com

Contact Person: HARRY WALDRON Title: PRESIDENT

Briefly describe your organizations purpose: TO BUILD, PROMOTE, & MAINTAIN TRAILS IN & AROUND BARRIERE

Briefly describe how the requested grant money will be used: TO UPGRADE, SIGN, BUILD & PROMOTE DUNSMUIR TO BAIL NEW TRAIL

What amount of Grant-in-Aid is being requested? \$ 500⁰⁰

Total organization operating budget for current year \$ UNKNOWN
(WORKING WITH MAYOR & COUNCIL)

Total budget for project the grant is being applied for \$ UNKNOWN
(WORKING WITH MAYOR & COUNCIL)

Did you receive a Grant-in-Aid last year Yes ✓ No _____

If **yes**, what was the amount of the grant? \$ 500⁰⁰

Attachments: Please provide the following to your application (if available):

Financial Statement, Current Year Budget, Project Budget

Please forward completed application by mail to: District of Barriere, Box 219, Barriere, B.C. V0E 1E0 or in person at "The Ridge Building" at 4936 Barriere Town Road, or by fax to 250-672-9708. Applications must be received by the first Monday of the month to be considered in that month.

INTERNAL OFFICE USE: Approved Amount Approved: _____ Denied

Barriere Trails Society

Financial Statements

For the year ended March 31, 2025

Barriere Trails Society
INCOME STATEMENT
April 1, 2024 - March 31, 2025

	2025
REVENUE	
Membership dues	\$ 850
Donations & Other	11,871
Total	<u>12,721</u>
EXPENSES	
Advertising & Promotions	182
Bank charges and Interest	120
Insurance	140
Licences, Dues & Fees	132
Office Supplies	482
Total	<u>1,056</u>
NET INCOME	<u>\$ 11,665.00</u>

Barriere Trails Society
BALANCE SHEET

as at March 31, 2025

	2025
--	------

	<u>ASSETS</u>	
Current Bank		<u>\$ 11,665</u>

	<u>NET ASSETS</u>	
Operating Funds		<u>\$ 11,665</u>

**Municipal Insurance
Association of British Columbia**

200 - 429 West 2nd Ave.
Vancouver, BC V5Y 1E3
Toll-Free: 1-855-683-6266
E-mail: AskUsAnything@miabc.org

miabc.org



November 27, 2025

The Honourable David Eby

The Honourable Christine Boyle, Minister of Housing and Municipal Affairs

MLA George Anderson

Amna Shah, Chair, Select Standing Committee on Private Bills and Private Members' Bills

Trevor Halford, Deputy Chair, Select Standing Committee on Private Bills and Private Members' Bills

Dear Premier Eby, Minister Boyle, Mr. Anderson, Ms. Shah, and Mr. Halford:

Re: Feedback on Bill M 216 – 2025 Professional Reliance Act

We write on behalf of the Board of Directors and executive leadership of the Municipal Insurance Association of British Columbia (the "MIABC") in response to your invitation to provide feedback on Bill M 216 - 2025 Professional Reliance Act ("Bill M 216"). While the MIABC does not typically engage in lobbying on behalf of local governments, we do hold a unique vantage point from which we provide the following feedback. We insure 90% of the municipalities and regional districts in British Columbia, and we have extensive experience assessing how legislative changes affect local governments' civil liability, risk exposure, and insurance outcomes. It is in that context that we offer the following observations and concerns.

Scope and Intent of the Bill

Bill M 216 appears to pursue a narrow objective of reducing perceived duplication in local government oversight of new construction. Based on MLA Anderson's first reading remarks, the Bill aims to prevent local governments from conducting second reviews of submissions prepared by professionals regulated under the *Professional Governance Act*, SBC 2018, c. 47 ("PGA professionals"). The intended effect is to give precedence to PGA professionals' submissions over local government review.

However, Bill M 216 contains significant ambiguity. The legislation does not clearly define its scope, and the only direction provided relates to the definition of "submission." It is unclear whether Bill M 216 is intended to apply solely to development permits or also to building

permits. MLA Anderson's briefing materials suggest an intent to include building permit approvals, yet the statutory language does not make this explicit.

Local government review of new construction is discretionary. If a local government chooses to undertake a review, Bill M 216 would render that review largely meaningless. Under the Bill, a local government could only reject a certified submission by filing a complaint with the Superintendent of Professional Governance. This shifts local governments into an unsuitable role. They would be expected to act as *de facto* competency assessors of PGA professionals, despite not being mandated or equipped to carry out such a function.

Bylaw Compliance and Practical Consequences

Section 2 of Bill M 216 requires that a local government must accept as meeting permit or bylaw requirements any submission certified by a PGA professional. This requirement assumes that PGA professionals possess detailed knowledge of the local bylaws that apply to land use and construction. Local government bylaws are complex, extensive, and unique to each jurisdiction. Proficiency in municipal bylaw interpretation is not a competency promoted or required under the *Professional Governance Act*.

A PGA professional working in a new jurisdiction will rarely be familiar with the full range of relevant bylaws. Many local governments have dozens of bylaws, each with provisions that affect land use, servicing, parking, subdivision, and building matters. Even experienced municipal staff require time and training to develop adequate bylaw fluency.

Local governments routinely receive submissions that are not fully compliant. Municipal approval is often an iterative process supported by pre-application meetings that reduce delays and improve the quality of submissions. If Bill M 216 prevents local governments from rejecting non-compliant plans at the permit stage, the consequence will be the construction of buildings and infrastructure that do not comply with municipal bylaws.

The implications of the above noted issues are substantial. If a building official identifies non-compliant elements in a certified set of plans, Bill M 216 would prevent the municipality from refusing the permit. Months later, during final inspection, the building official must reject the completed work if it violates bylaw requirements. The builder would then face significant costs to remove and redo the work which costs could have been avoided had the initial review been allowed to proceed as intended.

Peer Reviews and Public Safety

It is also important to address the matter of peer reviews. It is rare for a local government to request a peer review based solely on submissions from an engineer. In our experience, peer reviews are almost always mandated only when a project has gone seriously off-track during construction and significant public safety concerns have emerged. Two of the largest claims ever handled by the MIABC involved construction based on designs of PGA professionals which led to disastrous stability issues. In both cases, the local government required a peer review to restore confidence from a life and safety perspective. One claim resulted in several property owners being required to abandon their one-million-dollar homes. The other resulted in the abandonment and projected demolition of a recently constructed social housing building that had been home to many vulnerable residents.

In our experience, local governments do not order a peer review in the absence of clear and serious safety concerns. A mandated peer review is a significant and unusual step that local governments do not take lightly. It is typically taken only after the local government has obtained legal advice. We also cannot recall a situation where a mandated peer review did not result in significant changes to the project design.

We agree that any order for a peer review should be accompanied by a report to the superintendent appointed under the *Professional Governance Act*. However, neither the public nor the developer is well served by delaying the peer review until after the superintendent has completed a review and made a determination. Local governments need the ability to require a peer review promptly when safety issues surface, to protect residents, mitigate risk, and prevent further harm.

Civil Liability and Insurance Considerations

Section 8 of Bill M 216 appears to limit local government liability, but the protection is narrow and ambiguous. British Columbia courts have consistently expanded local governments' duties and standards of care in matters relating to building safety, inspections, and approvals. It is unclear whether section 8 would apply to duties to warn, to building inspections, or to other operational decisions. This ambiguity leaves room for litigation to proceed in circumstances the legislature may not have intended.

Shifting liability to PGA professionals offers limited protection for additional reasons. Most carry modest limits of liability insurance written on a "claims made" basis. This type of policy provides coverage only if the professional has an active policy when the claim is discovered and reported, which could be many years after the error was made. This structure differs from

“occurrence based” insurance, which responds as long as the policy was in place at the time the work was performed. Claims made coverage is significantly more restrictive for long-tail risks such as construction defects. Many building deficiencies, especially those involving foundations, structural elements, or building envelopes, develop slowly and may not become evident for five, ten, or even fifteen years.

By the time the defect becomes known, several things may have occurred. The professional may have changed insurers, reduced the scope of their insurance, retired or left practice, or allowed their coverage to lapse entirely. They may no longer carry insurance at all. Even if they remain insured, the policy terms might not respond to a claim arising from work completed many years earlier. Once the insurance has lapsed or changed, the original project is no longer protected.

In these situations, injured parties will often seek recovery from local governments, which are viewed by courts as stable, well-resourced defendants with ongoing duties related to building safety. Given the ambiguity in section 8, courts may be inclined to allow claims to proceed against local governments, especially where evidence shows the local government became aware of a deficiency but was prevented from acting by statute.


Conclusion

Our overarching concern is that Bill M 216 restricts local governments from addressing bylaw compliance issues at the start of a project while leaving open the possibility of local government liability for deficiencies discovered after construction. Many of the bylaws at issue relate to life and safety matters. Following a serious incident, neither the courts nor the public will be comforted by an explanation that the local government knew of a deficiency but was prevented from acting by the proposed legislation.

We respectfully submit that Bill M 216 as currently drafted, is too broad, too vague, and too likely to create unintended consequences for builders, local governments, and the public they serve. We encourage further consultation with local governments, building officials, and professional regulatory bodies to ensure a legislative approach that reduces duplication while preserving essential safeguards.

Thank you for the opportunity to comment. We would be pleased to discuss these concerns further.

Sincerely,



Stuart Horn

Chair, Board of Directors
Municipal Insurance Association of British Columbia



Megan Chorlton

Chief Executive Officer
Municipal Insurance Association of British Columbia

December 3, 2025

Via email: HMA.Minister@gov.bc.ca

The Honourable Christine Boyle
Minister of Housing and Municipal Affairs
Parliament Buildings
Victoria, B.C. V8V 1X4

Re: Bill M 216 – 2025 Professional Reliance Act

Dear Minister Boyle;

I am writing to reinforce concerns other municipalities have raised about Bill M 216 – 2025 *Professional Reliance Act*, and to add additional ones that are contextual to rural and northern communities.

Allow me to express our ongoing support for the Province of B.C.'s efforts to modernize legislation that facilitates the timely development of housing in communities throughout British Columbia. The City of Quesnel has been a proactive collaborator to enable new housing development to occur throughout the city. In addition to the timely completion of our Housing Needs Assessment, the City was also the first municipality in the province to adopt policy to enable the construction of accessory dwelling units, including making available design plans, and has effectively utilized its Revitalization Tax Exemption bylaw and accessed Northern Development Initiative Trust's Northern Housing Incentive to spur the development of new units in the City.

Additionally, we want to thank the Province of B.C. for its continued partnership and investment in Quesnel, whether it be through Providence Living's proposed 288-bed long term care facility for West Quesnel, or support through BC Housing for women's transition housing, supportive housing at the Grace Inn site and shelter space. These investments are making a meaningful difference in our community.

Regarding Bill M 216 – 2025, our concerns fit within several broad categories as outlined below.

Misunderstanding of Municipal Review

There appears to be confusion in the province's supporting documents between the proposed Professional Reliance Act, the Certified Professional Program and the common practice of professional reliance.

To a large extent, smaller municipalities already rely on professionals as we do not complete a detailed review of an engineer's plans due to the lack of internal capacity. As such, municipal staff conduct only a high-level review that notes such things as whether a professional's plans meet the municipality's bylaw requirements, whether there is planned use of infrastructure materials the city does not prefer or if there is insufficient information or a lack of important



local information, among other things. It needs to be emphasized that these actions on the part of the municipality do not constitute a detailed technical review.

The Certified Professional Program refers to additional training professionals must obtain to ensure they are competent in the BC Building Code and can replace the building permit process under the Authority Having Jurisdiction. There is a significant lack of these certified professionals available in the north. The supporting documentation for the Bill lists the City of Prince George as a user of the Certified Professional Program. As far as we are aware, Prince George does not currently use this program and does not seem to be listed as a municipality under this program with the Architecture Institute of British Columbia, although it likely applies a high level of professional reliance.

Liability

It remains unclear at this time how the language within the Bill would limit or eliminate municipal liability. For example, if a professional organization ceases to operate, where would the liability for their decisions rest? As it is, municipalities are generally named as co-defendants in legal actions regarding liability. As it is, professional reports always contain a section that limits their own liability while still providing approvals, which necessitates an additional effort on the part of the municipality to ensure the organization does not completely erase accountability for its own work and approvals.

Limited Access to Professionals in the North

Quesnel, similar many other rural and remote municipalities, is experiencing an ongoing shortage of professionals located in or who are familiar with the community and its climate. We tend to see many professionals who provide reviews, approvals and reports in the community without ever being on site.

Related, this Bill would place additional pressure on professionals to take on competencies for which they do not have a scope of practice, which would necessitate further investment by the province in independent, professional regulatory oversight beyond what municipalities already do, which would result in additional costs, time and confusion.

Also, our experience has been that the quality of reports varies widely between professionals. Should this legislation proceed, we would urge the province to define the specific types of reports required for various levels of assurance. For example, the City was recently provided a technical memorandum instead of a geotechnical report for development – these are not the same and should not be relied upon as such to inform investment decisions.

An example of concern to our community is the West Quesnel Land Stability Area. In the past, municipal staff have engaged with several professionals willing to provide approved reports to support development in that area, which is fundamentally unsafe, and their reports frequently contain errors and omissions that would place undue burden on local taxpayers if the city were no longer able to intervene in the development process.



Infrastructure

The language the province has provided to support the Bill is not clear on how these changes would impact municipal discretion regarding infrastructure the municipality will or may eventually own, nor is it clear how professionals will review their reports with consideration to the municipality's growth and development goals, many of which are regulatory requirements set out by the province.

Conclusion

Finally, we are concerned that the use of registered professionals hired and paid for by a development applicant and working on their behalf creates a serious conflict of interest. While professional reliance can be a useful tool, we would remind you of the lessons learned in B.C.'s forestry sector that ultimately led to that structure being repealed to reinforce sustainable management of B.C.'s crown timber resources.

While we appreciate the haste with which the province wishes to move, notably in urban areas, we advise you to apply patience and due diligence when making changes that largely affect another order of government. The City of Quesnel was unaware of the Bill's introduction and has not had meaningful discussions with your ministry regarding it. At the same time, the market for multi-family developments, notably in urban areas, has softened, which suggests other more fundamental economic issues that need to be resolved to spur development, which should take priority over this bill.

We expect respectful treatment from the province regarding legislative changes that fit entirely within the scope of local government. We encourage you to engage with municipalities to create a more meaningful change that achieves provincial goals while safeguarding the liability placed upon local taxpayers.

Thank you for your time.

Mayor Ron Paul
City of Quesnel

Cc:

MLA Sheldon Clare
Cori Ramsay, President, Union of B.C. Municipalities
BC Municipalities



CITY OF PORT MOODY

OFFICE OF THE MAYOR

November 24, 2025
Email: HMA.Minister@gov.bc.ca

Honourable Christine Boyle
Minister of Housing and Municipal Affairs
Parliament Buildings
Victoria, BC V8V 1X4

Dear Minister Boyle,

SUBJECT: BILL M 216 – 2025 PROFESSIONAL RELIANCE ACT

In response to a private member's bill tabled on October 21, 2025, Bill M 216 – 2025 *Professional Reliance Act*, I am writing to share serious concerns about the proposed approach, which would impact local approval authorities.

The City of Port Moody has been proactive in improving our development approval processes and in delivering housing for our residents, including through UBCM funding which allowed our team to develop and implement a range of improvements in our development process. Further, the City remains an active and willing partner with the Province on delivering housing: our most recent report on the provincial housing targets ([link](#)) shows that we are on track with the two-year cumulative targets set by the Province, and we have met all provincial housing legislation timelines in our efforts to accelerate a range of housing options within our community.

While we appreciate that the goal is to accelerate the expansion of housing supply in communities across the province through potential improvements to the development approach and review processes, the Bill goes too far and based on our front-line municipal experience, is likely to result in negative unintended consequences.

Several concerns have been identified, including in correspondence from other cities, UBCM and the Planning Institute of BC (PIBC). These letters have identified a range of major concerns that Port Moody shares, including the following:

Loss of local discretion and autonomy:

Local expertise is essential for development permits and zoning reviews, as understanding municipal regulations requires knowledge of both the rules and their context. Development permits are collaborative tools for municipalities and applicants to achieve community, environmental, heritage, and water management goals. These processes enable tailored solutions that improve both specific sites and the wider community. The proposed Bill's approach to professional reliance imposes a uniform solution on varied permit types, overlooking their specific needs. It would lead to a reduction in local input and control, with a reliance on Professional Governance Act (PGA) professionals at permit submission and plan review stages.

The Bill would require local governments to accept certain technical submissions certified by provincially-regulated professionals. Local governments will lose the ability on technical submissions to question or verify the work of PGAs, unless elevated to a complaint to the Office of the Superintendent of Professional Governance (OSPG). The authority to require an independent review is therefore moved from municipal staff to a provincial appointee who may have little capacity and who may not have an understanding of the local context or specific technical issues.

This legislation would apply to any technical submission required under a development project approval process. For example, for a development permit application, the City would have to accept the architectural drawings as meeting relevant design guidelines. Likewise, the City must accept certified submissions or drawings required under a building permit application as meeting all relevant Building Code provisions. It is unknown how this bill may apply to other applications and permit types (OCP amendment, rezoning, subdivision, riparian area protection, heritage revitalization agreement, etc.).

City staff frequently identify critical errors in designs prepared by PGA professionals and note that said professionals often face significant pressure from developers to sign-off on their work quickly and within budget, and to designs that suit the developers' interests with limited consideration of broader policy and long-term sustainability.

City staff currently provide significant value for the public and future property owners by conducting reviews, which ensure an appropriate level of safety is upheld for the community, while often reducing costs. To continue to safeguard the community, local governments may be compelled to implement far more onerous and rigorous bylaw and permit requirements to avoid issues forced by Bill M 216, which in turn exacerbates the 'red tape' issue that this legislation seeks to avoid.

Loss of professional peer review:

Peer reviews are a fundamental aspect of professional practice for any registered official: they reduce risk by checking accuracy, ensuring compliance, identifying issues, and mitigating errors that can occur through the planning process. This is especially relevant for issues of significant life safety, public infrastructure impacts, and

applications with potential for litigation. This critical peer review stage will be lost with the new legislation.

City infrastructure ownership oversight:

Consistent with the Local Government Act provisions for subdivisions, the City often has municipal owned infrastructure, such as roads and utilities that are necessary to support a development, designed and constructed by the developer's professionals and contractors. On completion, this infrastructure is owned and maintained by the City. We are not sure as to how Bill M 216 will apply to these circumstances but it creates great concern as the City must ensure the development provided infrastructure meets public infrastructure design and quality requirements and long term operational needs – if the infrastructure is not designed adequately and compatible with future needs and long term plans, it can have significant long term costs for the municipality and public.

In order to control this aspect of development, under Bill M 216, municipalities may choose to instead design and construct development servicing themselves which has the potential to add costs and delays to development projects as municipalities may not be able to meet the development projects timelines or coordinate contractors and schedules as efficiently as is possible in a singularly controlled project.

Liability concerns:

Local governments remain accountable for regulations but lack adequate and independent oversight powers. Despite Bill M 216 stating that local governments will not be liable for damages, that will not prevent an injured party from naming a local government in its claim. The local government will then have to go through a court process to be removed from the action.

Further, municipalities are often subject to joint and several liability: Even if the professional is found have a vast majority of liability in a claim, the municipality, with only a small share of liability, ends up being responsible to pay for the majority of the claim costs as the professional does not have the financial capacity. Given the wording in the Bill compared to existing immunizing statutory language, and in the context of the case law, local governments will carry residual liability in spite of this attempt at statutory protection, and where the builder, owner, subcontractor, or PGA professional is dissolved or insolvent, the local government could be jointly and severally liable.

Life safety:

As the protection of the public interest is a paramount responsibility of local government, ensuring that buildings, lands, and infrastructure are “life safe” is a critical facet of this role. The City ensures that this occurs by way of critical review and implementation by staff to ensure submissions meet a number of bylaws, regulations and policies, whether in the planning, construction, completion, or maintenance stages. We recognize that there are many pressures on PGA professionals, including timelines, budget limitations, local expertise, and the complexity of applicable regulation, which is why staff serve the role that they do for the public: a sober second look and review to ensure that development remains life safe. It is very common for our staff to find errors with

technical submissions or with actual construction on site. The reduction of safety of people and the incidence of costly building failures would be a predictable outcome of Bill M216.

Professional Inconsistency:

Bill M 216 only applies to PGA's, such as engineers, biologists, architects, and agrologists; other registered professionals, such as Registered Professional Planners, Registered Building Officials, surveyors, and heritage professionals etc. are excluded. This creates circumstances where a given local government can question some professionals' work, but others are entirely exempt by way of this bill.

Local governments and their staff operate on the front lines of our communities, bringing an incredible depth of unique knowledge and professional expertise that is critical to the review and approval of development and building permits to ensure the safety of the public and the environment. The proposed legislation represents a fundamental loss in local discretion and autonomy, and increases risk to the public and the environment. This legislation could increase the costs and timelines for development approvals, result in potentially unprofessional "approvals" by consultants with no applicable expertise, increase risk for local governments and homeowners, and cause many local governments to abandon regulation altogether due to seriously increased risk and liability.

The City of Port Moody was unaware of the bill's introduction and has not had meaningful discussions with provincial officials or stakeholders. The City expects that local governments are consulted through standard channels before any broad legislative changes affecting them are considered. We urge the provincial government to reconsider this legislation and engage with municipalities and UBCM before moving forward any further.

Sincerely,

A handwritten signature in black ink that reads "Meghan Lahti". The signature is fluid and cursive, with the first name "Meghan" and last name "Lahti" clearly distinguishable.

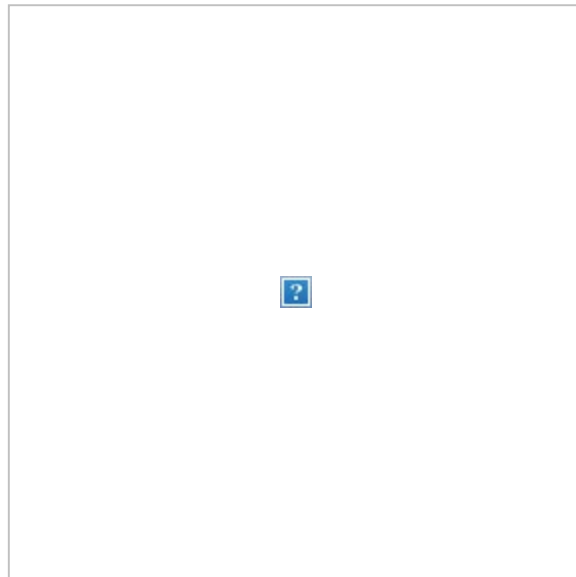
Mayor Meghan Lahti

cc: All BC Municipalities
MLA Rick Glumac

From: [Rob Kerslake](#)
To: [Daniel Drexler](#); [Tasha Buchanan](#)
Subject: Fw: Response encouraged to the professional reliance bill
Date: November 25, 2025 6:10:56 PM

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From: UBCM <ubcm@ubcm.ca>
Sent: Wednesday, November 19, 2025 3:02:05 PM
To: Rob Kerslake <rkerslake@barriere.ca>
Subject: Response encouraged to the professional reliance bill



www.ubcm.ca | November 19, 2025 | [View in browser](#)

UBCM encourages local government response to Bill M216

The Professional Reliance Act bill (M216) threatens to weaken the oversight of new home construction and increase the liability risk of taxpayers

A private member's bill that poses significant risks to new homeowners and taxpayers passed second reading earlier this week. Bill M216 – Professional Reliance Act, sponsored by NDP MLA George Anderson would remove the ability of local governments to review development proposals, and instead allow professionals hired by developers to certify their projects. The bill will now proceed to review by the Select Standing Committee on Private Bills and Private Members' Bills. A [portal](#) is available for submissions to the committee. UBCM has asked the province to extend the period for input beyond the December 2 deadline. Local governments are encouraged to provide comments via the portal and communicate directly with MLA

George [Anderson](#), Minister Christine [Boyle](#), and Minister of State Brittney [Anderson](#). [Read more.](#)

In memoriam: Keith Thom

UBCM is sad to note the passing of Keith Thom, councillor and deputy mayor of Peachland.

“Keith was far more than a colleague – he was a dear friend, a steady presence, and a passionate ambassador for our town of Peachland. Over years of service – both on Council and in the community – he touched countless lives through his warmth, his music, his generous spirit, and his dedication,” wrote the mayor and councillors in a [statement](#).



At issue with the *Heritage Conservation Act*

Last week UBCM shared [feedback from our members](#) about proposed changes to the *Heritage Conservation Act*. Since then President Cori Ramsay has spoken to several reporters.

[Mark Page](#) highlighted some of the core questions that emerged from UBCM’s member consultation, particularly the Province’s stance that the new Act will not ‘necessarily’ apply to more properties. “But that doesn’t make sense to our members because if you’re expanding the concept of heritage, doesn’t this also expand the number of properties that are being included in this?” President Cori Ramsay asks.

[Vaughn Palmer](#) focused on the depth of input UBCM members had to offer on the proposed changes, despite the limited opportunities provided by the Province.

[Rob Shaw](#) reported on top line issues identified by UBCM members, and suggests the NDP is facing heightened opposition from the public and no longer has the political capital to forge ahead without support of local governments.

FUNDING

Funding available for climate resilience projects

Co-operators [Resilience Acceleration Lab](#) is inviting local governments to apply for funding to develop infrastructure projects that reduce physical climate risks, including flooding, wildfires, storms, and heat. The initiative aims to build community resilience, protect affordability and stimulate growth. Selected proposals may receive up to \$250,000 and expert guidance to prepare for private capital financing. Projects will be reviewed on a rolling basis until January 30, 2026.



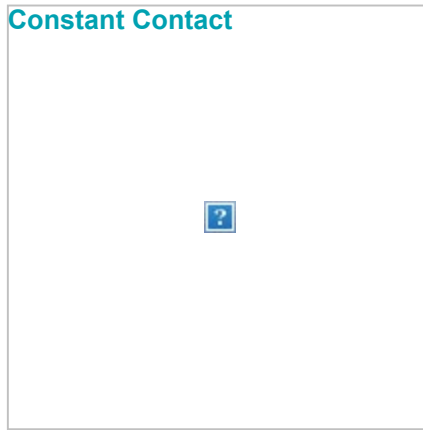
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City of Pitt Meadows
OFFICE OF THE MAYOR

November 26, 2025

File: 01-0400-20/25

Honourable Christine Boyle
Minister of Housing and Municipal Affairs
Email: HMA.Minister@gov.bc.ca

Dear Minister Boyle,

Re: Concerns Regarding Bill M 216 – 2025 Professional Reliance Act

On behalf of Pitt Meadows City Council, I am writing to express our concerns with Bill M 216 – 2025 Professional Reliance Act. We understand that the intent of the Bill is to streamline approvals and reduce administrative costs for development. The approach proposed in this legislation, however, is likely to have the opposite effect and create unnecessary risks to both human and environmental health.

Bill M 216 mandates that a local government must accept any submission by a certifying professional (e.g., an architect, engineer, agrologist or environmental consultant) as part of a development approval process. It also prohibits a local government from requiring a peer review of those submissions. As a result, Bill M 216 significantly reduces local government oversight over development projects. This will negatively affect public safety and create new liability for the City and, by extension, local taxpayers.

The City of Pitt Meadows, like many local governments, has been working to improve development approval processes in alignment with local and provincial housing goals, while maintaining public safety and environmental sustainability. We support improvements to the development approval process, but efficiencies cannot come at the expense of due diligence, public health and informed local decision-making. Many certifying professionals, despite their expertise, may not be familiar with local conditions, City bylaws, development permit guidelines, and floodplain requirements, or other community-specific regulations, which is a key reason why local government reviews are essential to ensure accuracy and compliance. Local review processes benefit the public

by helping build safer and more sustainable neighbourhoods that reflect community needs and protect the environment over the long-term.

Challenges with the Professional Reliance Model

Reviewing building and infrastructure plans to safeguard public safety, the natural environment and local agriculture is an important role of local government. As part of these processes, our City staff frequently identify errors in plans and reports prepared by certifying professionals. We also note that these professionals often face pressure from their clients to sign-off on projects quickly and within budget.

In addition, while used infrequently, peer reviews can be an important part of the process to reduce risk and mitigate errors, particularly for more complex developments or projects with greater safety and environmental hazards. Under Bill M 216, these critical local safeguards are weakened, if not eliminated. Oversight responsibility shifts from the public sector—where it is transparent and democratically accountable—to the private sector, where the primary duty is to the client rather than the broader community.

Bill M 216 contradicts extensive evidence that demonstrates the limitations and failures of professional reliance. In 2018, the Province received a report on professional reliance in the natural resource sector that explicitly warned of “significant gaps in professional reliance models” and “substandard professional work.”¹ The report noted various high-profile environmental incidents, including the Mount Polley Tailings Storage Facility breach and the contamination of the Hullcar Aquifer, that had drawn public scrutiny and brought to light decreased confidence in professional reliance regulatory regimes. The report noted that when government cannot request information or verify compliance, it “loses its ability to prevent harm from occurring and is left only with enforcement tools after harm has occurred.”

While we understand that changes to the professional reliance framework were made in response to this 2018 report (e.g., the enactment of the Professional Governance Act and establishment of the office of the superintendent of professional governance), these changes were not intended to replace government review and oversight.

To that end, a 2022 report from the Ombudsperson on the Riparian Areas Protection Regulation found persistent non-compliance, high rejection rates and a need for greater

¹ Professional Reliance Review: The Final Report of the Review of Professional Reliance in Natural Resource Decision-Making (professionalgovernancebc.ca/app/uploads/sites/498/2019/05/Professional_Reliance_Review_Final_Report.pdf)

government oversight of qualified professionals.² The report stated that the effectiveness and accountability of the riparian regulation depend on qualified professionals following regulatory requirements. It also noted that, due to ongoing deficiencies, the Province has had to review all submissions from these professionals.

This highlights a clear and deeply concerning contradiction: professional reliance has been shown to require more oversight at the provincial level, yet Bill M 216 shifts the professional reliance model onto local governments without the safeguards the Province itself determined were necessary.

Liability for Local Governments and Taxpayers

Local government reviews of building and infrastructure plans help to prevent safety issues, environmental damage, infrastructure failures and costly problems in the future. If local governments are required to accept professionally certified plans, including plans for City infrastructure provided through development, significant errors and deficiencies may go undetected. This introduces significant and unacceptable risks for local governments and taxpayers who would be left with the cost of resolving any deficiencies, particularly if the professional, or their company, is unavailable to be held accountable.

Although Bill M 216 states that local governments will not be liable for damages caused by professional certification, legal experts have advised that, in the context of existing case law, the City would still carry liability where a builder, owner, subcontractor or qualified professional is dissolved or insolvent. The attempt in Bill M 216 to protect local governments from liability, furthermore, does not prevent a party from naming the City in its claim, and the City would be required to go through a costly court process to be removed from the action.

Inefficiencies and Processing Delays

It appears that the only remedy available under Bill M 216 to a local government who is concerned about the quality or accuracy of a professional certification is to refer the matter to the provincial Superintendent of Professional Governance for dispute resolution.

The Superintendent of Professional Governance is an office established by the Professional Governance Act to provide oversight of professional regulators. The office focuses on professional regulation, not the subject matter expertise applied by regulated

² Final Report on the Implementation of Recommendations from Striking a Balance: The Challenges of Using a Professional Reliance Model in Environmental Protection – British Columbia’s Riparian Areas Regulation (bcombudsperson.ca/wp-content/uploads/2025/08/StrikingABalance-Report-Jan5.pdf)

professionals. The Superintendent does not employ experts who could settle a dispute between two or more professionals about the technical aspects of a development proposal.

Requiring the Superintendent to resolve potential disputes from the 161 municipalities and 27 regional districts across the Province will almost certainly lead to increased inefficiencies and processing delays, exacerbating the very issue Bill M 216 seeks to address.

Loss of Local Knowledge and Authority

Bill M 216 shifts decision-making away from local governments, and places greater authority in the hands of private professionals. Additionally, shifting dispute resolution to the Superintendent of Professional Governance means moving responsibility away from those most familiar with the local geography and community dynamics. Instead, it places it with a provincial government office that would have no such knowledge or understanding.

Bill M 216 exemplifies the ongoing and concerning shift in decision-making powers from local governments to a centralized provincial authority. This shift is eroding the essential role of locally grounded knowledge—which is fundamental to ensuring developments fit their context, respect environmental constraints and meet the unique needs of the community.

Lack of Clarity and Consideration of other Legislation

Many aspects of Bill M 216, including its relationship to existing legislation that governs development approval processes, remain unclear. For example, it is not clear whether the requirement to accept professional submissions would apply to development permit approvals under the *Local Government Act*. Additionally, it is unclear how Bill M 216 might impact the matters to be considered by an approving officer for subdivision under the *Land Title Act*.

We understand that Bill M 216 has not benefited from the input of provincial staff, who could probably assist provincial elected officials in identifying additional concerns with Bill M 216, and its implications for other provincial legislation.

Absence of Consultation with Local Governments

The City of Pitt Meadows was not consulted prior to the introduction of Bill M 216, nor, as we understand, were any of our local government colleagues across the province. Significant legislative changes affecting development, land use and municipal authority

must be developed collaboratively with local governments. Meaningful consultation is essential to avoid unintended consequences and ensure legislation achieves its stated goals.

In closing, the City of Pitt Meadows supports efforts to reduce duplication, improve timeliness and accelerate housing delivery. However, these goals must be achieved through collaborative, evidence-based approaches that do not weaken local government oversight and create public safety concerns.

We urge the provincial government to reconsider this Bill and engage directly with municipalities before moving forward with changes that fundamentally alter local land use authority and the development process.

Sincerely,



Nicole MacDonald
Mayor, City of Pitt Meadows

cc: Pitt Meadows City Council
Mark Roberts, CAO
David Eby, Premier of British Columbia
Brittney Anderson, Minister of State for Local Governments and Rural Communities
Lisa Beare, MLA for Maple Ridge-Pitt Meadows
George Anderson, MLA for Nanaimo-Lantzville
Select Standing Committee on Private Bills and Private Members' Bills
BC Municipalities & Regional Districts
Councillor Cori Ramsay, Union of BC Municipalities President
Councillor Paul Albrecht, LMLGA President



Barriere Secondary School

SCHOOL DISTRICT NO. 73 (KAMLOOPS/THOMPSON)

Box 130, 4811 Barriere Town Road

Barriere, BC V0E 1E0

Phone: (250) 672-9943 Fax: (250) 377-2254

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RECEIVED

November 18, 2025

District of Barriere
Mayor Kerslake and Council
Box 219
Barriere, BC, V0E 1E0



Dear Mayor Kerslake and Council,

Barriere Secondary School is hosting our annual Christmas dinner **on Wednesday, December 17, 2025.** It is our Christmas wish that you join us in sharing cheer with our school this Christmas season. If you have attended this event in the past, you will know it is a great opportunity for us to express to our students how much the staff and community care for them.

We cordially invite you to assist in serving Barriere Secondary School students a holiday feast and to join us for lunch as well. If you can help with the meal preparations, please come to the school at 9:30am as lunch will be served between 11:30am –12:30pm.

Please inform our office (phone 250-672-9943 or email pmigl@sd73.bc.ca) by Friday, December 5, 2025 if you are planning to attend.

We are excited about this event and look forward to sharing it with you and our students.

Sincerely,

Derek Markides
Principal Barriere Secondary School

Tasha Buchanan

Subject: Bill C-233, the No More Loopholes Act / le project de loi C-233, la loi visant à éliminer les échappatoires

Attachments: Q and A Bill C-233 No More Loopholes Act E.pdf; Questions et réponses Projet de Loi C-233 loi visant à éliminer les échappatoires - F.pdf; Myths and Facts BillC233-E.pdf; Mythes et Faits Projet de loi C233-FR.pdf; Template letter of support-Bill C-233-E.docx; modèle de lettre de soutien-projet de loi c-233-F.docx

From: Kwan, Jenny - M.P. <Jenny.Kwan@parl.gc.ca>

Sent: Monday, December 8, 2025 1:41 PM

To: Kwan, Jenny - M.P. <Jenny.Kwan@parl.gc.ca>

Subject: Bill C-233, the No More Loopholes Act / le project de loi C-233, la loi visant à éliminer les échappatoires

Dear elected officials,

I'm writing to share important information about Bill C-233 — the No More Loopholes Act — a Private Member's Bill that I introduced in the House of Commons in September, and to urge broad support for this legislation at Second Reading in late February 2026.

This bill takes a straightforward but essential step: it closes the longstanding loophole that allows Canadian-made arms, components, and military technologies to be exported to the United States without permits, risk assessments, or transparency. This bill is essential to stop Canadian arms from being used to violate human rights abroad. Having your municipality's endorsement would be important to me.

Bill C-233 brings Canada's export-control system in line with the rules we already apply to the rest of the world. It strengthens our compliance with the Arms Trade Treaty (ATT), which Canada adopted in 2019, and ensures we meet our legal and moral obligations to prevent Canadian goods from contributing to violations of human rights and international humanitarian law.

Today, most military goods sent from Canada to the U.S. require no permits and are not publicly reported. This is not a small technical gap — it represents the majority of Canada's arms-export volume. As a result, parts and components produced in Canada can be incorporated into larger weapons systems in the U.S. and then transferred to high-risk destinations, including places where civilians are already suffering devastating harm.

Bill C-233 addresses this by:

- Ending the blanket U.S. exemption so that **all** military exports, regardless of destination, undergo the same permit, risk-assessment, and accountability process.
- Clarifying that export controls apply to all military parts, components, and related technology.
- Preventing the use of broad "general export permits" for military items, ensuring proper case-by-case assessment.
- Requiring end-use certificates only when they meaningfully reduce the risk of violations such as war crimes.
- Mandating annual public reports on Canada's compliance with the ATT and the Export and Import Permits Act.
- Helping ensure Canada does not contribute — directly or indirectly — to human-rights abuses abroad.

These measures do **not** restrict production, innovation, or legitimate defence cooperation.

They do **not** interfere with military aid to Ukraine, which flows through a separate, streamlined Department of National Defence process.

They do **not** affect how the Canadian Armed Forces acquire equipment. And they do **not** undermine NATO cooperation — in fact, nearly all NATO members already apply the ATT uniformly.

Civil society organizations across the country support closing this loophole. Groups such as Oxfam, Project Ploughshares, Independent Jewish Voices, Arms Embargo Now, Canadians for a Just Peace in the Middle East,

LeadNow, and the Canadian Muslim Public Affairs Council have all emphasized that Canada cannot claim to uphold human rights while allowing most of its military exports to remain unreviewed and unreported.

This bill is fundamentally about transparency, accountability, and ensuring Canada's export-control system reflects our values, our treaty obligations, and our commitment to civilian protection. It is not a partisan issue — it is a matter of international law, human dignity, and responsible governance.

I am including a sample letter of support, and a fact sheet, for your reference.

I hope you will join in supporting Bill C-233 and helping to ensure that Canada's role in global arms transfers is consistent, principled, and accountable.

Sincerely,

Jenny Kwan
MP for Vancouver East

Chers collègues élus,

Je vous écris pour vous communiquer des informations importantes concernant le projet de loi C-233, qui vise à éliminer les lacunes de la Loi sur les licences d'exportation et d'importation; et, pour vous demander de soutenir largement ce projet de loi d'initiative parlementaire que j'ai présenté à la Chambre des communes en septembre lorsqu'il passera à l'étape de la deuxième lecture à la fin du mois de Février, 2026.

Ce projet de loi propose une mesure simple, mais essentielle: il vise à corriger une lacune de longue date qui permet l'exportation vers les États-Unis d'armes, de composants et de technologies militaires fabriqués au Canada sans permis, sans évaluation des risques et sans transparence. Cette loi est essentielle pour empêcher que les armes canadiennes ne soient utilisées pour violer les droits de la personne à l'étranger. L'appui de votre municipalité serait important pour moi.

Le projet de loi C-233 a pour effet d'harmoniser le système canadien de contrôle des exportations avec des règles que nous appliquons déjà au reste du monde. Il nous permet de mieux respecter le Traité sur le commerce des armes (TCA), que le Canada a signé en 2019, et de nous acquitter de nos obligations légales et morales d'empêcher que des biens canadiens ne contribuent à des violations des droits de la personne et du droit international humanitaire.

À l'heure actuelle, il n'est pas nécessaire d'obtenir un permis pour exporter la majeure partie des biens militaires du Canada vers les États-Unis, et cette information n'est pas rendue publique. On parle ici de la majeure partie du volume des exportations d'armes du Canada. En raison de cette grave lacune technique, les pièces et composants fabriqués au Canada peuvent être utilisés dans des systèmes d'armement plus importants aux États-Unis, puis acheminés vers des destinations à haut risque, notamment des régions où les civils sont déjà victimes de violences dévastatrices.

Pour corriger la situation, le projet de loi C-233 propose :

- de mettre fin à l'exemption générale accordée aux États-Unis, de manière à ce que **toutes** les exportations militaires, quelle que soit leur destination, soient soumises au même processus d'autorisation, d'évaluation des risques et de reddition de comptes;
- de préciser que les contrôles à l'exportation s'appliquent à toutes les pièces, composants et technologies connexes à usage militaire;
- d'empêcher l'utilisation de « permis d'exportation généraux » pour les marchandises militaires, garantissant ainsi une évaluation appropriée au cas par cas;
- d'exiger des certificats d'utilisation finale uniquement lorsqu'ils réduisent de manière significative le risque de violations telles que les crimes de guerre;
- de rendre obligatoire la publication de rapports annuels sur le respect par le Canada du TCA et de la Loi sur les licences d'exportation et d'importation;
- de garantir que le Canada ne contribue pas, directement ou indirectement, à des violations des droits de la personne à l'étranger.

Ces mesures **ne limitent pas** la production, l'innovation ou la coopération légitime en matière de défense.

Elles **ne gênent pas l'aide militaire à l'Ukraine**, qui passe par un processus distinct et simplifié établi par le ministère de la Défense nationale.

Elles **n'ont aucune incidence** sur la façon dont les Forces armées canadiennes acquièrent leur équipement. De plus, elles ne nuisent pas à la coopération avec l'OTAN — en fait, presque tous les membres de l'OTAN observent déjà le TCA de manière uniforme.

Les organisations de la société civile à l'échelle du pays sont favorables à l'élimination de cette lacune. De nombreux groupes, tels qu'OXFAM, Project Ploughshares, Voix juives indépendantes, Arms Embargo Now, Canadiens pour la justice et la paix au Moyen-Orient, LeadNow et le Conseil canadien des affaires publiques musulmanes ont tous fait valoir que le Canada ne peut pas prétendre défendre les droits de la personne alors que la plupart de ses exportations militaires ne font l'objet d'aucun examen ni rapport.

Ce projet de loi vise essentiellement à assurer la transparence et la reddition de comptes et à garantir que le système canadien de contrôle des exportations soit à la hauteur de nos valeurs, de nos obligations issues des traités et de notre engagement envers la protection des civils. Il ne s'agit pas d'une question partisane, mais bien d'une question de droit international, de dignité humaine et de gouvernance responsable.

Je joins à ce message une lettre modèle de soutien et une fiche d'information pour votre information.

J'espère que vous vous joindrez à nous et que vous mobiliserez vos alliés syndicaux et communautaires pour appuyer le projet de loi C-233 et contribuer à ce que le Canada joue un rôle cohérent, fondé sur des principes et responsable dans le cadre des transferts d'armes à l'échelle mondiale.

Je vous prie d'agréer mes salutations distinguées,

Jenny Kwan
Députée, Vancouver-Est

Tasha Buchanan

Subject: FW: Say no to NR75

From: Ethan Blinkhorn <ethanblinkhorn@gmail.com>

Sent: Wednesday, November 12, 2025 5:45 PM

To: district@100milehouse.com; info@abbotsford.ca; officeclerk@alertbay.ca; village.hall@anmore.com; info@cityofarmstrong.bc.ca; Inquiry <inquiry@barriere.ca>; belcarra@belcarra.ca; legislativeservices@burnaby.ca; municipalhall@csaanich.ca; info@chilliwack.com; feedback@coquitlam.ca; info@courtenay.ca; cityclerk@delta.c; duncan@duncan.ca; info@gibsons.ca; enquiries@golden.ca; info@harrisonhotsprings.ca; info@hope.ca; info@kamloops.ca; ask@kelowna.ca; admin@lakecountry.bc.ca; info@langleycity.ca; administration@langford.ca; enquiries@mapleridge.ca; info@merritt.ca; info@mission.ca; toni.humpherville@nanaimo.ca; swinton@nelson.ca; info@newwestcity.ca; info@northcowichan.ca; admin@northsaanich.ca; info@cnv.org; infoweb@dnv.org; administration@oakbay.ca; info@osoyoos.ca; info@parksville.ca; ask@penticton.ca; admin@pemberton.ca; info@pittmeadows.ca; citypa@portalberni.ca; clerks@portmoody.ca; clerks@portalberni.ca; Ethan Littler <ethanl@uvic.ca>; cityclerk@princegeorge.ca; cityhall@quesnel.ca; corporate@revelstoke.ca; CityClerk@richmond.ca; council@saanich.ca; cityhall@salmonarm.ca; info@sechelt.ca; SIGD@shishalh.com; admin@sidney.ca; general@smithers.ca; info@sooke.ca; admdept@squamish.ca; corporateofficer@summerland.ca; clerks@surrey.ca; cityhall@terrace.ca; office@tofino.ca; info@trail.ca; info@ucluelet.ca; adminservices@valemount.ca; gnicol@vernon.ca; mayorandcouncil@victoria.ca; info@westkelownacity.ca; info@westvancouver.ca; corporate@whistler.ca; webmaster@whiterockcity.ca; corporateservices@williamslake.ca

Subject: Say no to NR75

Dear Council,

As a resident of British Columbia, I strongly oppose and urge you to reject UBCM Resolutions NR75, calling stronger provincial regulations on educational Mobile Live Animal Programs (MLAPs) and revising the Controlled Alien Species regulations to introduce a Positive List, further prohibiting the importing, keeping, breeding, and transporting of all exotic species. While these changes may be well-intentioned, they would be catastrophic for animal welfare, scientific research, and responsible exotic animal stewardship in this province, resulting in an enormous step backwards.

It is critical to recognize that UBCM Resolution NR75 significantly harms responsible animal educators, conservation programs, scientific discovery and development, and pet keepers who are committed to responsible and ethical care, while doing very little to stop irresponsible or neglectful individuals who ignore regulations.

If implemented, these lists would grievously restrict opportunities for universities, colleges, and teaching facilities in B.C. to work with a variety of species. Students in biology, veterinary, and environmental sciences would lose critical hands-on experience with diverse animals, leaving them less prepared for careers in conservation, animal health, and scientific research. Limiting access to these species undermines the very foundation of higher learning and significantly weakens B.C.'s role as a leader in science-based animal care.

The suggestion that exotic animals inherently pose a major zoonotic or ecological risk is overstated. The overwhelming majority of zoonotic disease risks come from industrial agriculture — not small-scale educational programs or private pet ownership. Similarly, claims about invasiveness fail to acknowledge that B.C.'s climate renders most exotic species unable to establish wild populations. In the last 25 years, Redacted

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there have been 11 confirmed cases of Salmonella in BC related to reptiles. Aside from these 11 cases, there have been 0 confirmed cases of pet reptile related zoonotic disease or injuries in BC, making reptiles one of the safest pets.

Reptiles and amphibians are no more “impossible” to keep than the dogs, cats, parrots, and horses we have selectively bred for centuries, who also retain strong natural instincts and needs. Numerous scientific studies, veterinary research, experienced herpetologists and pet keepers confirm that reptiles

can thrive in captivity when provided with appropriate husbandry. The widespread success of captive breeding programs, accounting for over 97% of pet snakes and 87% of pet lizards, demonstrates that responsible care practices are well-established and easily accessible. Multi-generational captive breeding has proven to produce animals better suited for captivity that have inheritable traits of reduced fear and aggression, ability to trust and recognize their caretakers. Many species of reptiles and amphibians are kept as pets worldwide, supported by extensive literature, care guides, and veterinary protocols that ensure their health and welfare. This collective knowledge affirms that with proper education and resources, they are not inherently difficult to care for.

Banning MLAPs and exotic animal ownership will not end public interest or demand. Instead, it will drive these practices underground, making it impossible to monitor welfare, regulate husbandry, or ensure animals receive veterinary care. This is a dangerous precedent: history has shown that prohibition results in secrecy, neglect, and abandonment — not improved welfare.

MLAPS provide invaluable opportunities for education, outreach, and conservation awareness for animals the public does not encounter often. Reputable organizations use MLAPs to foster appreciation for animals, teach about biodiversity, and promote responsible ownership. Children and adults alike gain hands-on knowledge that cannot be replicated by books or videos. The programs are fundamental for inspiring curiosity, respect, and better care for animals. There are numerous studies regarding how animal educators and animal ambassadors are not only beneficial, but vital in gaining public interest, garnishing further support and funding necessary for conservation work. Some of these peer-reviewed and awarded studies include “The Impact of Ambassador Animal Facilitated Programs on Visitor Curiosity and Connections: A Mixed-Methods Study” by Shelley J. Rank Su-Jen Roberts, and Katherine Manion, and “Sssensational Snakes: Overcoming Fear by Inspiring Empathy.” By Karina Altman. None of the 8 countries leading in animal welfare rely on Positive Lists. Countries like Belgium, the Netherlands, Italy, and Spain have tried using them, but these efforts all failed. The lists proved extremely costly, difficult to manage, and required constant amendments. These experiences show that Positive Lists are not effective in practice.

When large groups of animals are suddenly prohibited or restricted, abandonment rates increase dramatically. A study following Italy’s restrictions on turtles found that pets released into the wild tripled in the years following the ban, placing native ecosystems at risk and requiring expensive mitigation efforts from environmental authorities. The same is very likely in Canada, where many municipal governments are already overwhelmed with abandoned pets and have no facilities or staff qualified to handle reptiles, amphibians, or other exotic animals.

From a taxpayer standpoint, the establishment of either of these systems is extremely costly.

Governments would need to invest heavily in new bureaucratic infrastructure to manage registration databases, process permits, train and employ compliance officers, conduct inspections, and enforce restrictions. This would likely involve creating new branches within provincial ministries or municipal

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animal control bodies, with associated salaries, benefits, vehicles, and office resources. The cost of developing and maintaining a national or provincial exotic animal registry alone, especially one that tracks detailed records, proof of acquisition dates, species-specific requirements, and permit renewals, would quickly run into the millions. The Netherlands, for example, spent years and significant public money refining their positive list model, only to be met with countless legal challenges and enforcement issues forcing them to abandon the framework.

Equally concerning is the timing and use of resources. British Columbia is already in crisis, with many residents struggling with urgent issues such as healthcare shortages, housing insecurity, wildfire recovery, and infrastructure needs. Diverting government attention, funding, and manpower to enforce sweeping bans on responsible exotic animal keepers is a gross misuse of public resources. These funds and enforcement efforts should be directed toward solving real crises affecting thousands of families, not policing responsible hobbyists, educators, and animal professionals.

Implementing a Positive List will not eliminate demand or ownership — it will simply drive them underground. When people fear legal repercussions, they far are less likely to seek veterinary care, proper support, or disclose of animals in need of surrender or rehoming. This leads to unseen suffering, as animals may languish in poor conditions, injured, ill, or abandoned, with no access to professionals who could help them.

I urge you to reject UBCM Solution NR75 and instead pursue evidence-based regulations that support

responsible exotic animal stewardship, public education, and the welfare of the animals already in our communities. UBCM Solution NR75 is not a solution rooted in science or welfare. It is reactive, emotion-based legislation that ignores the real-world consequences to animals already in care, and those that will be acquired regardless of legality. Bans will not stop irresponsible people from keeping these animals, but they will stop them from doing it safely, openly, and humanely. Thank you for your attention on this important matter.

Sincerely Ethan Blinkhorn,
Responsible pet owner
[REDACTED] Langley B.C

Dear Mayor and Council,

On Monday, November 17th, I attended the District of North Saanich council meeting to speak to my most recent letter — this time not as an activist or critic, but as a science communicator sharing newly published findings summarized by renowned educator Anton Petrov, who had reported on breakthrough microplastics research only two days earlier. These findings make the need for stronger regulations on plastic production unmistakably clear.

In the peer-reviewed studies Anton cites, definitive evidence is now established:

- Microplastics have been discovered inside human brain tissue, confirming they can breach the blood–brain barrier — something long believed impossible.
- Nanoplastic particles disrupt mitochondrial function, damaging the electron transport chain essential for cognition and cell health.

Separate from Anton’s reporting but equally urgent, PFAS exposure has been shown in animal models to cause tumors, driven by carbon–fluorine bonds that the human body cannot break down. These revelations are now well-documented in the scientific literature.

This is why I am calling for province-wide moratoriums on artificial turf and transparent monitoring of plastic and PFAS contamination for residents. Airborne microplastics can enter the brain through the olfactory nerve, and artificial-turf blades — thin, brittle, wind-dispersible plastic shards — are highly plausible contributors. Until causation studies catch up to these already-confirmed pathways, the precautionary principle must guide municipal decision-making.

Provincial Disclosure Reforms and Municipal Budget Pressure

While at the meeting, I remained to listen to the RCMP presentation — a pre-written script, likely drafted by senior leadership — requesting that Council approve funding for a “Major Crimes Disclosure Clerk” before next year’s budget has even been reviewed. As any observer of governance knows, early budget pre-approvals raise questions of fairness and favoritism.

During the discussion, a revealing admission surfaced: the Province’s 2020 disclosure reforms — introduced during the Covid-19 pandemic — have severely bogged down frontline officers with new administrative burdens; the opposite of what they were intended to do. Instead of revisiting these policies, Crown has become increasingly demanding of municipalities, according to one councilor, pressuring local governments to fund specialized RCMP positions to manage the backlog created by Crown and provincial leadership themselves.

To be clear, the 2020 reform in question was a province-wide Disclosure Memorandum of Understanding signed jointly by BC Prosecution Service, RCMP, municipal police leaders, and the Public Prosecution Service of Canada. Although the MOU claimed it would “streamline” disclosure, it instead

imposed extensive digital-administrative obligations: rigid naming conventions, expanded evidence-packing rules, and mandatory electronic disclosure.

The MOU made no mention of new disclosure clerks or other staff, no acknowledgment of the workload it imposed, and no suggestion that municipalities would be expected to finance it. Yet in 2026, these same institutions now cite the MOU as justification for downloading costs onto municipalities. This is policy laundering — an administrative bottleneck created by senior agencies, followed by pressure on local governments to pay for the fix.

If the Province and Crown worked together to make this problem, then British Columbians shouldn't need to write their MLA's for them to work together on a solution that doesn't involve downloading costs onto local governments. In previous correspondence, I raised concerns that the RCMP, Crown Counsel, and the BC Ministry of Justice have used the very disorder they helped create to expand civil-forfeiture pathways, effectively turning procedural dysfunction into a provincial revenue stream. What we heard at the District of North Saanich meeting confirmed this pattern in real time.

Systemic Accountability Failures and the E-Comm 911 Review

These issues are not isolated. The independent EY review of E-Comm 911 completed in September (released publicly on November 7) — confirms what municipalities have been saying for years: the system lacked clear governance, financial controls, and meaningful oversight. EY found that accountability effectively stopped nowhere, with unclear authority, unpredictable levy increases and no contingency fund for emergencies — the very business they are in.

Two reports were released.

The first identified major operational and budgeting failures and issued 25 recommendations, including stronger financial controls, a stakeholder-management framework, and a review of E-Comm's 23-member board, which currently includes no Vancouver Island representation — despite Island municipalities being required to absorb downloaded levies.

The second report outlined four possible service-delivery models and emphasized that the province's role in emergency communications must finally be defined.

Importantly, while the Province had promised an independent review back in December 2024, it was the unity of the ten South Island mayors — standing together on the Legislature steps in January 2025 to protest the downloading of 911 costs — that forced the issue into the political foreground and ensured the review could not be quietly sidelined. Their public stance made it impossible for the Province to downplay, delay, or dilute the process, especially after years of unresolved concerns despite municipalities having been notified of the impending cost shift as early as 2019.

For years, E-Comm operated on trust rather than transparency. The EY findings now confirm what local governments had been warning all along: accountability was missing, oversight was weak, and only

municipal unity made the truth impossible to ignore.

Toxic Leadership, Silencing, and the Erosion of Oversight

Across every level of governance — municipal, provincial, and federal — we are witnessing the consequences of toxic leadership that fears accountability more than failure itself. In recent months, reports from within our own province have exposed a disturbing pattern: workplace dysfunction, retaliation against whistleblowers, and silence in the face of ethical collapse. From Victoria's bylaw division to the mass resignation of Kamloops ob-gyns, and even at the national level with the RCMP oversight body in paralysis, we see the same story — a crisis of leadership, *not of resources*.

Right now, the rule of law itself is faltering. The Civilian Review and Complaints Commission — once the oversight mechanism for the RCMP — has now collapsed under its own toxic leadership and sits leaderless, paralyzed, and unable to issue rulings. The body charged with holding power accountable has become a mirror of the very dysfunction it was built to prevent. The same symptoms — fear, favoritism, and stagnation — are now spreading through the arteries of our democracy. What we are seeing at the CRCC is not an isolated failure; it is a warning of what is happening to our country.

When asked about the investigations within Victoria's bylaw department, Mayor Marianne Alto called it "disappointing." Yet disappointment is only the beginning: this is an opportunity for municipalities to speak openly about stigma, retaliation, and the need to create environments where employees can safely report wrongdoing. By naming stigma as the barrier it is, municipalities can transform crisis into opportunity — showing that courage and compassion are the true instruments of accountability.

At the Canadian Forces College, Major Jason Thompson found that toxic leadership flourishes where fear, favoritism, and performance metrics outweigh ethics — breeding cynicism and silence across entire systems. Likewise, at UBC Sauder, Dr. Lingtao Yu has shown that abusive or narcissistic leadership inflicts measurable psychological harm and spreads through imitation, while evidence-based, responsible leadership practices can restore organizational health.

The lesson for municipalities is clear: the antidote to toxicity is unity through transparency. Just as the military now uses climate surveys and 360-degree feedback to expose unhealthy command cultures, municipalities could establish cross-council leadership-health audits and inter-municipal accountability networks — peer-review mechanisms where local governments periodically assess each other's governance climate. Such a model, led collectively by mayors and councils rather than imposed from above, would make British Columbia the first province to institutionalize democratic self-correction at the community level.

Mentorship, Participation, and a New Municipal Leadership Network

The result of toxic leadership is cynicism. People stop voting. Good citizens stop running for office. Those

who do often arrive motivated by influence, contracts, or the illusion of prestige — not by the burden of service. Here in British Columbia, the same corrosion has taken hold. Investigations stall. Whistleblowers are stigmatized. HR policies meant to protect staff are weaponized to protect reputation. At every turn, those who speak truth are met with silence, delay, or retaliation. This is not democracy — this is decay.

And yet, the cure is right before us: participation, mentorship, and municipal unity. Local democracy can and must become the nursery of renewal. Educated and experienced candidates can help prepare new ones, sharing knowledge and integrity rather than hoarding it. Through such cooperation, we can reverse the apathy that corruption breeds — and restore civic health at its roots. Mayors and experienced councillors across British Columbia could establish a province-wide mentorship network for new council candidates and first-term officials. Such a network would close the knowledge gaps exploited by senior governments and build a new generation of leaders grounded in transparency and integrity.

This is work I would gladly assist with directly were it not for Crown's ongoing misuse of procedural mechanisms to silence my journalism (for reasons that should be obvious by now) — which only underscores the need for the reforms discussed here. A mentorship network built by municipalities, rather than imposed from above, would strengthen local democracy at its roots and provide the structural resilience our province desperately needs.

Lessons From History and the Cost of Obedience

One hundred and eleven years ago this Christmas, soldiers on both sides of the First World War laid down their arms in the spontaneous truces of 1914 — proof that compassion can pierce even the machinery of war. Yet that moment of peace was quickly condemned by military command, and a culture of rigid, top-down obedience took root instead. Over the generations that have followed, that same doctrine of unquestioned authority seeped into civil institutions, breeding the very toxicity we now struggle to root out.

Its legacy is visible even here at home — in what appears to be the unmarked graves of Indigenous children who were taken from their families under the same ideology of obedience and control that once silenced soldiers on the front lines. Many of those children were the descendants of heroes who helped defeat fascism abroad, only to have their own lives erased by the lingering rot of colonial hierarchy. This is the true cost of toxic leadership when left unchallenged across generations.

When leaders exploit structural gaps for personal security or institutional advantage, democracy itself begins to die. We have seen this globally — from scandals where power has been perverted into proof of dominance, to authoritarian tactics now echoing in our own institutions. These acts stem from the same root: leaders proving they can get away with something, instead of proving that they shouldn't.

The recent resurfacing of Epstein-related revelations in the United States — and the disturbing historical claims of “human safaris” during the Sarajevo siege — both show how corruption metastasizes when

systems lack transparency. In one case, the elite allegedly treated human suffering as entertainment; in another, power circles shielded their own crimes through mutual blackmail, trading exposure for silence. These stories are more than scandals — they are parables of moral collapse. They reveal what happens when power becomes detached from virtue and when governance becomes a performance rather than a duty.

PFAS "forever chemicals," for example, are now everywhere in the environment. This, too, was preventable. Internal company documents show that by the 1960s, major manufacturers like DuPont and 3M had evidence of PFAS toxicity and persistence yet kept critical findings from workers, regulators, and the public. Meanwhile, the U.S. military became an early, large-scale user of PFAS-based AFFF firefighting foam, with a formal military specification issued in 1970 and widespread adoption in the 1970s — decisions that helped seed contamination around bases and airports for decades. Only in recent years have we seen mandated phase-outs of PFAS foams for training, and in 2024 the U.S. EPA established the first enforceable national drinking-water standards for several PFAS and designated key PFAS as hazardous under Superfund.

The lesson is stark: when leadership buries evidence and prioritizes appearances over truth, entire generations pay the price. If we do not challenge toxic cultures now, they will be inherited — amplified — by the next generation. If we fail to fix this from the ground up — if we ignore this call to reform — then our sovereignty is not truly sovereign at all. A democracy that cannot protect its people from its own systems is one that has already surrendered its moral authority.

A Call to Action for Every Municipality in British Columbia

I am calling on every Mayor and Council to commit openly to the following:

- Restore fairness, transparency, accountability, and integrity in every municipal public body.
- Address toxic leadership wherever it appears, regardless of rank or reputation.
- End stigma — against employees, citizens, or critics — as a prerequisite to rebuilding trust.
- Champion independent oversight as essential to human safety and civic health.
- Strengthen local democracy through mentorship, unity, and shared decision-making.

Next year, if no candidate in your municipality is running on these reforms, I respectfully ask you to adopt them yourselves. If you choose not to — or commit and later fail to act — that, too, will be instructive to the people you serve.

A special acknowledgment is again owed once again to View Royal Mayor Sid Tobias, whose warnings about concentrated power capture the urgency of this moment. His call for new voices, new candidates, and democratic renewal reflects the path forward not only for municipalities, but for all levels of governance in this country.

Let this be the beginning of a new covenant between the governed and those who govern:

No more **silence**.

No more **loopholes**.

No more leadership without accountability.

With respect and resolve,
Philip Perras

[REDACTED]

Pender Island, BC [REDACTED]

[REDACTED].com



DEC 10 2025
RECEIVED

Rural Coordination Centre of BC

620-1665 West Broadway

Vancouver, BC V6J 1X1

604-738-8222 (direct) | 1 877 908 8222 (toll free)

December 2025

Hello from the Rural Coordination Centre of BC (RCCbc)! My name is Alice Muirhead and I am the Director of Engagement and Outreach. I'm delighted to share this package of resources with you in the hope that one or more of these programs will be of interest to your community.

RCCbc is a network of hundreds of people—rural physicians and other healthcare providers, healthcare administrators, community members, policymakers, educators, researchers, and non-profit and business leaders—dedicated to improving the health of rural and remote communities.

Relationships are at the heart of all our programs and services. We're always interested in hearing what's working in communities, what the challenges are, and how we can help. Please don't hesitate to contact us to find out more or just to chat. We're here for you!

Sincerely,

A handwritten signature in black ink, appearing to read "a muirhead", written over a white background.

Alice Muirhead

Director of Engagement and Outreach

e: amuirhead@rccbc.ca

t: 250-552-5288



Rural Coordination Centre of BC

Led by rural physicians, the Rural Coordination Centre of BC (RCCbc) is a network that improves the health of rural people and communities. Funded primarily by the Joint Standing Committee on Rural Issues, our network partners include healthcare providers, healthcare administrators, community members, policymakers, educators, researchers, and non-profit and business leaders. We serve all communities in British Columbia covered by the Rural Practice Subsidiary Agreement.

What We Do

Cultivate Relationships and Networks

We connect people who are passionate about, or play a role in, enhancing rural health equity in British Columbia—from rural citizens and physicians to municipal and Indigenous leaders to provincial policymakers.

Facilitate Rural Health Discussion

We co-create safe spaces for network partners to engage in frank discussion about rural health challenges, explore common solutions to improve rural health, and align our work as partners.

Coordinate Rural Health Projects

We coordinate innovative projects that expand our network and enhance the ability for rural physicians and other healthcare providers to deliver timely, safe, and effective care to rural patients in British Columbia.

Create Learning Opportunities for Rural Healthcare Practitioners

We co-develop continuing medical education, continuing professional development, and mentorship opportunities in collaboration with rural family physicians to enhance rural health providers' skills, scope, and resilience at all stages of their careers.

Advocate for a Healthy Rural British Columbia

We use our personal and shared experiences, as well as rural health research evidence, to effect changes to provincial policies that improve the health of rural British Columbians.

Stimulate Rural Health Research

We provide grants and offer other support to rural physicians and medical students to carry out culturally safe and rurally relevant research that informs policy and improves healthcare practice and delivery.

Develop Healthcare Leaders

We support and develop people in becoming healthcare leaders in their chosen fields of interest and expertise.

Contact

620-1665 West Broadway
Vancouver, BC V6J 1X1

✉ info@rccbc.ca

☎ 604-738-8222 (direct)

☎ 1-877-908-8222 (toll free)

🌐 rccbc.ca





Dzawada'enuxw First Nation
Kwakwaka'wakw Traditional Territory
30km East of Port McNeill

Site Visits By the Numbers

7

Years

131

Communities

*155 unique communities

438

Interviews

RURAL SITE VISITS PROJECT



*View a map of
communities visited



Rural
Coordination
Centre
OF BRITISH COLUMBIA

Update

Hello from the Rural Coordination Centre of BC!

We hope this finds you well. It has been some time since our last update, and we want to reconnect and share what's next. First, we want to thank you sincerely. During the Site Visits Project, communities welcomed us with warmth, openness, and generosity. Your insights, hospitality, and stories shaped our understanding of rural healthcare and continue to guide our work.

Since the Site Visits Program paused, we've reflected on the barriers communities and our team faced, especially during COVID, and reimagined how to make connections easier, more meaningful, and tailored to each community's needs. The Site Visits Program, as it existed, has now transitioned into Engagement & Outreach within RCCbc.

RCCbc remains committed to connecting with communities in many ways, including:

- Community visits
- Community education
- Program and project work
- Annual BC Rural Health Conference (including our BC Rural Health Awards)
- Rural Immersion Trips
- Sustainability Tables
- and more

Through Engagement & Outreach, RCCbc also continues to support the Rural Voices Gathering and the Rural Voices Initiative, helping communities form local partnership tables. For more information on how your community can access these supports, please contact our team at ruralvoices@rccbc.ca.

We also invite you to stay connected with us through:

- See all of our projects in our interactive Annual Reports: <https://rccbc.ca/about-us/annual-reports/>
- Joining our newsletter and hear about upcoming events: <https://rccbc.ca/>

We are grateful for your past participation and warm welcomes, and we look forward to continuing to connect and amplify the strengths and priorities of rural and remote communities across BC.

With Gratitude,



Krystal Wong



Paul Kendal



Jayleen Emery



Alice Muirhead



Bree Loeffler



Danette Dawkin



Tracey DeLeeuw



The Rural Voices Initiative

The Rural Voices Initiative, led by the Rural Coordination Centre of BC (RCCbc), supports communities to share knowledge, identify common goals, and take action on local health and wellness issues.

Rural, remote, First Nations, and Métis Chartered communities across BC can connect with RCCbc for flexible support to plan and host meaningful engagement, from one-time gatherings to ongoing dialogue.

Your Community. Your Voice. Your Way.

We can help your community with:

- Facilitation training or on-the-ground support for community conversations
- Financial support for engagement venues, refreshments, child care, and travel (over 50 km)
- Up to \$2000 in flexible funding to grow ideas that emerge from engagement sessions
- Connections to health, social, academic, non-profit, and government partners across BC

What this could look like:

- A dinner bringing Elders, youth, and healthcare providers together
- A community walk to discuss local wellness priorities
- Support for a new or existing community health table
- Training to help local facilitators lead ongoing conversations

Want to learn more?



Connect with our Engagement & Outreach Team: ruralvoices@rccbc.ca



rccbc.ca/rural-voices-gathering



**Rural
Coordination
Centre**
OF BRITISH COLUMBIA





Quality Team Coaching for Rural BC

Quality Team Coaching for Rural BC (QTC4RBC) is a coaching program that empowers teams to regroup and reconnect with their purpose and take steps toward building their desired team culture and advancing their chosen goals. When healthcare teams are able to rekindle joy and meaning in their work, they're more able to create a positive work environment, optimize their team's performance, and increase the quality and safety of care for patients.

Why do Quality Coaching?

Evidence shows that effective teams create a culture that both improves patient safety and enhances satisfaction and joy for healthcare providers.

Teams enrolled in the program will participate in:

1. A one day in-person coaching workshop in your community with an International Coaching Federation (ICF) certified coach to lay the foundation for coaching towards highly effective teams. Coaches currently working with QTC4RBC are Drs. Rahul Gupta, Cecile Andreas and Tom Wright.
2. Up to four 1.5 hour virtual team coaching sessions in the months following the workshop
3. Up to three leadership coaching sessions

Program eligibility:

Any rural health care team, with priority given to:

- RSA A or B communities
- Remote and/or underserved populations
- Interprofessional teams
- Leadership participation in the program

How to apply:

Please visit rccbc.ca/qtc4rbc for more information about eligibility, how to apply, and to download the Expression of Interest form.

If you are interested in bringing together your team to apply for this program, contact tdeleeuw@rccbc.ca and we can help you develop application.

Contact

Tracey DeLeeuw
Project & Research Facilitator
tdeleeuw@rccbc.ca

620-1665 West Broadway
Vancouver, BC V6J 1X1

✉ info@rccbc.ca

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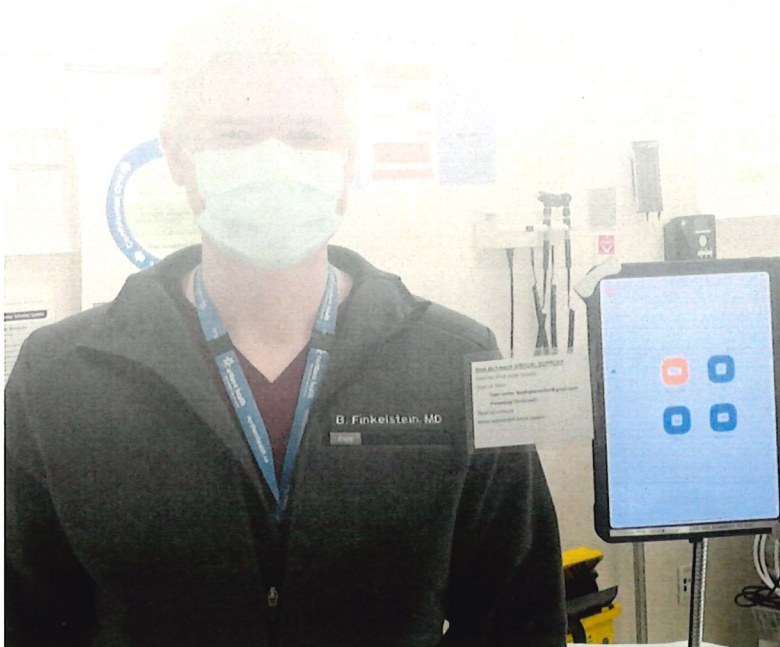




RTVS Peer Pathways

Rural providers in BC (physicians, midwives, residents, nurse practitioners, nurses etc.) can connect with on-call Real-Time Virtual Support (RTVS) peer pathway providers at the click of a button. The virtual providers support the work of healthcare teams over Zoom or through a phone call and are available around the clock.

Calling an RTVS virtual provider is like calling a friend. They offer friendly, compassionate, non-judgmental, and culturally safe support while understanding the context of providing care in rural places.



More about RTVS

RTVS is publicly funded and available to all providers in rural, remote and First Nations communities.

Benefits of RTVS

RTVS peer pathways help ensure that rural healthcare providers are properly supported and rural patients receive more equitable access to healthcare. More specifically, RTVS pathways:

- Increase confidence, and reduce isolation, of healthcare providers who provide patient care in rural, remote, and First Nations communities in British Columbia.
- Increase mentoring and educational opportunities for rural healthcare providers—especially new-to-practice physicians.
- Provide a safety net that helps improve the recruitment and retention of rural healthcare providers.
- Provide overnight virtual support to prevent hospital diversions.
- Add instant access maternity, pediatric, critical care and internal medicine capacity.
- Increase availability and access to timely, quality healthcare services for patients in rural, remote, and First Nations communities, reducing their risk, time, and expense traveling for medical appointments.
- Offer a cost-effective and sustainable model for British Columbia's health system needs.

Pathways

Instant Access Pathways for Rural Providers

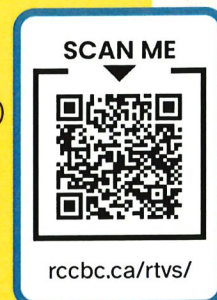
- Emergency (RUDi)
- Maternity and newborn (MaBAL)
- Pediatrics (CHARLiE)
- Critical Care and Internal Medicine (ROCCI)

Quick Reply Pathways (weekdays)

- Dermatology
- Hematology
- Myofascial pain (myoLIVE)
- Rheumatology (RheumVision)
- Thrombosis
- Neurology
- RTVS POCUS (Point of Care Ultrasound)
- Oncology
- Pharmacists
- Orthopaedics
- Spinal Cord Injury Navigation

Consultation to Conversation

Three-way video conference consultations between patients, primary care providers and specialists.



2026 BC RURAL HEALTH AWARDS



RCCbc presents the awards each year to recognize and honour rural physicians, communities, and residents for their inspiring contributions to improving the health of rural British Columbians.

Award Categories:

- Rural BC Community Award
- Award of Excellence in Rural Medicine: Lifetime Achievement
- Resident Leadership Award



Nisga'a Valley Communities
2025 Rural BC Community Award Winner

SUBMIT YOUR NOMINATION BY JANUARY 5



● rccbc.ca/awards

● communications@rccbc.ca

● (604) 738-8222

November 20, 2025

To my fellow small community colleagues,

It my pleasure to be reaching out to you from the UBCM Executive as your Small Community Representative.

We had our first executive meeting in Richmond last week, and I wanted to touch base with you for a few reasons:

- First of all, I would like all of you to know that I am here for you: if you would like to discuss what's going on in your community, if there is work that UBCM can assist you with, or if you just need someone to talk to about the challenges of local government. My cell phone number and email are below. Please feel free to reach out anytime.
- Second, I want to share what we your executive is doing; please see my notes below.
- Lastly, I would like to set up regular virtual check-ins for us small community folks throughout the year. If you would be interested in joining for an hour or so in the near future, *please RSVP to my email to say so and include a few topics of interest*, so I can facilitate a loose agenda.

Thank you for your support in taking on this important role at UBCM, and please know that I am here to support you in the important work you are doing in your own community.

Here is some of what we covered at the November UBCM Executive Meeting:

- analysis of our 2024 and 2025 resolutions from convention
- UBCM's response to the proposed changes to the Heritage Conservation Act: <https://conta.cc/4hWb0v3>
- received a delegation from Minister of Housing and Municipal Affairs, Christine Boyle and Minister of State for Local Governments and Rural Communities, Brittney Anderson,
- endorsed the creation of a new committee to support local government engagement in the development of a comprehensive emergency management plan
- endorsed an extension of the end date of the Local Government Advisory Committee on Emergency and Disaster Management Act (EDMA) Regulations until June 30, 2026
- approved the Gitaanmax Band for membership, and
- arranged a workshop with legal counsel on the Cowichan Tribes Supreme Court decision at the February executive meeting.

For more detailed information about UBCM's ongoing work, subscribe to The Compass, our periodical newsletter, here: <https://www.ubcm.ca/thecompass>

Aidan McLaren-Caux

UBCM Small Community Representative

Councillor

Village of Nakusp

PO Box 280, 91 1st Street NW, Nakusp, BC V0G 1R0

Phone: 250-265-3689. **Cell:** 250-265-8764 **Fax:** 250-265-3788

Email: amclarencaux@nakusp.com

Web: www.nakusp.com