

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 November 17, 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 November 17, 2025, Regular Council Meeting Agenda.

2. ADOPTION OF MINUTES

a. That Council adopt the minutes of the October 27, 2025, Regular Council Meeting.

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

4. STAFF REPORTS

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

b. DRAFT 2026 Regular Council Meeting & Acting Mayor Schedules – T. Buchanan, CO
Recommendation: That Council approve the 2026 Regular Council Meeting & 2026 Acting Mayor Schedule as presented.

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

5. BYLAWS and POLICIES

a. DRAFT Revenue Anticipation Borrowing Bylaw No. 262 – 1st, 2nd & 3rd readings – K. Abel, CFO
**w/attachments*
Recommendation: THAT Council gives first three readings to Revenue Anticipation Borrowing Bylaw No. 262.

b. DRAFT Revenue Anticipation Bylaw No. 263 – 1st, 2nd & 3rd readings – K. Abel, CFO
**w/attachments*
Recommendation: THAT Council gives first three readings to Revenue Anticipation Bylaw No. 263.

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

**w/attached staff report*

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

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

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

6. CORRESPONDENCE

- a. For Information

- b. For Action

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

7. COUNCIL REPORTS

8. MAYOR'S REPORT

9. PUBLIC INQUIRIES

10. NOTICE OF MOTION

11. CONVENE INTO CLOSED SESSION

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.

12. RECONVENE OPEN MEETING

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

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

15. ADJOURNMENT

DISTRICT OF BARRIERE
MINUTES OF A REGULAR COUNCIL MEETING

Held on Monday, October 27, 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 Colin McInnis Councillor Brody Mosdell

Staff: Daniel Drexler, Chief Administrative Officer
Tasha Buchanan, Corporate Officer
Kathy Abel, Chief Finance Officer
Chris Matthews, Public Works Manager
Alexis Hovenkamp, Fire Chief

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

1. ADOPTION OF AGENDA

Moved by Councillor Lodge

Seconded by Councillor Mosdell

That Council approve the October 27, 2025, Regular Council Meeting Agenda.

CARRIED

2. ADOPTION OF MINUTES

a. Moved by Councillor McInnis

Seconded by Councillor Armstrong

That Council adopt the minutes of the October 6, 2025, Regular Council Meeting.

CARRIED

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

4. BYLAWS and POLICIES

a. Permissive Tax Exemption Bylaw No. 222, Amendment Bylaw No. 261 – adoption.

It was noted that no comments have been received following the completion of legislated public notice.

Moved by Councillor Kershaw

Seconded by Councillor McInnis

THAT Council adopt Permissive Tax Exemption Bylaw No. 222, Amendment Bylaw No. 261

CARRIED

- b. Rescinding of Council Conflict of Interest Policy No.03 – T. Buchanan, CO

It was reported that *Council Conflict of Interest Policy No.03*, adopted in 2007, has now been deemed obsolete with the adoption of *Council Code of Conduct Bylaw No. 250* in December 2024. The rescindment of this policy is a matter of housekeeping.

Moved by Councillor Mosdell

Seconded by Councillor Lodge

THAT Council rescind Policy No. 3 – Council Conflict of Interest Policy

CARRIED

5. STAFF REPORTS

- a. Quarterly (Q3) Budget Review – K. Abel, Finance Officer
**submitted for information*

The CFO provided a verbal overview of the written report.

- b. UBCM Emergency Preparedness Fund – Resolution – A. Hovenkamp, Fire Chief

In addition to reviewing the written report, the Fire Chief noted that ticket sales are low for BCFFA's annual Pig Roast Fundraiser this year, but last minute sales are often the norm. However, this can cause issues for planning. So, anyone interested in attending were urged to purchase their tickets as soon as possible.

It was also reported that the *Community Wildfire Resiliency Plan (CWRP)* has now been completed.

Moved by Councillor Lodge

Seconded by Councillor Armstrong

THAT staff be directed to apply for funding in the amount of \$30,000 under the UBCM Community Emergency Preparedness Fund.

CARRIED

- c. Official Community Plan DRAFT Review – T. Buchanan, Corporate Officer & TRUE
**submitted for information*

It was reported that the District's consultant, TRUE Consulting, has completed a number of staff and Council workshops, conducted stakeholder surveys, as well as held a Public Open House in November of 2024. Data collected from those sessions, surveys and open house responses have been compiled and considered in this 1st formal draft presented for review. Discussion ensued. No changes were presented at the time of the meeting. However, Council was invited to send any later thoughts to the consultant over the next few days.

Next steps noted were:

- ✓ Council can make any desired changes to this initial draft prior to presenting it to the

- public at the upcoming open house.
- ✓ The draft, either as-is or with Council changes, will be presented to the Public Open House on **November 5, 2025 from 6pm – 8pm at the Seniors Centre.**
- ✓ The Draft will be referred to appropriate governing bodies and organizations.
- ✓ Comments will be collected by the District's consultant.
- ✓ A final draft will be presented to Council for formal readings prior to the scheduling of a Public Hearing and subsequent adoption.
- ✓ Upon adoption, staff will report to the Province that the District has fulfilled its legislative requirements.

- d. Strategic Priorities Update – D. Drexler, CAO
**submitted for information*

An overview of the graphs outlining the status of each strategic priority and capacity, was provided.

6. CORRESPONDENCE

- a. For Information
- b. For Action - *none submitted*

7. COUNCIL REPORTS

- a. Councillor Armstrong provided a verbal report on the following:
- Assisted in the NTACS & Curling Rink Fundraiser Bingos
 - Elves Workshop will be hosted in the Old Chamber Building instead of the Ridge Gym this year.
- b. Councillor Kibble provided a verbal report on the following:
- Has been asked to sit on the Board of the Food Bank. The Food Bank is expected to need over 100 Christmas Hampers this year. Volunteers are needed for this needed program.
 - The Heritage Society is compiling information about the History of Baseball/Softball/Slow-Pitch in Barriere. A "History-Share" is taking place on November 20th at 1pm at the Museum.
 - Attended the Chamber of Commerce and Taseko Public Open House
- c. Councillor Lodge provided a verbal report on the following:
- Community Futures Foundation Sip & Support Fundraiser – profited over \$9,000 making the event very successful. Thanks to everyone who purchased tickets and supported the event.
- d. Councillor McInnis provided a verbal report on the following:
- In follow-up to the UBCM Housing Sessions attended at UBCM, has been in touch with the CAO of Creston & Housing Authority of Whistler, compiling data and ideas from various communities.

8. MAYOR'S REPORT

The Mayor provided a verbal report on the following:

- Dunsmuir Trails project – spoke with the Simpcw Eco-Biologist regarding the potential badger impact.
- Participated in various TNRD Board & Committee Meetings – The TNRD's mattress recycling fee is being increased next year to assist in the off-set of the taxpayer subsidy for this service.
- BC Assessment is planning to devalue the Pipeline Utility by 30% which will have a significant impact on communities such as Blue River and Clearwater.
- Will be participating in a meeting with CAO, CO and TNRD staff tomorrow regarding some cost reduction ideas to reduce the TNRD's potential tax increase.
- In regard to the letter from IHA in this meeting's information package – a phone call has confirmed they are taking action on the issue.
- Will be attending a SILGA Budget Session in Kamloops on November 14th.
- Was able to assist the Heritage Society by taking down the old flagpole at the Museum

9. PUBLIC INQUIRIES – *none presented*

10. NOTICE OF MOTION – *none presented*

11. CONVENE INTO CLOSED SESSION

Moved by Councillor Lodge

Seconded by Councillor McInnis

That pursuant to Sections 90(1)(c)(k)(l) 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 6:22p.m.

CARRIED

12. RECONVENE OPEN MEETING – *the meeting reconvened into open session at 8:30p.m.*

13. NEXT MEETINGS

a. *CLOSED – Strategic Planning Workshops:*

➤ *November 7, 2025 @ 5:30pm*

➤ *November 8, 2025 @ 9am*

b. *Regular Council Meeting – November 17, 2025 @ 5:30pm*

14. ADJOURNMENT

Moved by Councillor that the meeting adjourn at 8:30p.m.

CARRIED

Mayor Rob Kerslake

T. Buchanan, Corporate Officer

District of Barriere

REPORT TO COUNCIL

Date: November 17, 2025	Agenda Item: 4a
To: Council	From: Department Heads
Re: Departmental Updates	

CORPORATE OFFICER:

- Responded to two bylaw enforcement files.
- Participated in a meeting with the Mayor, CAO and other department heads in a virtual meeting with the TNRD regarding TNRD Tax Rates and services.
- Participated in two Bylaw Enforcement web training sessions including legal updates on unsightly premises cases.
- Submitted Final Rural Economic Development and Infrastructure Program (REDIP) that will facilitate a partnership with the Chamber of Commerce for various Economic Development projects that benefit the community as a whole.
- Attended the November 5, 2025 second OCP Refresh Public Open House and had a number of great conversations with interested members of the public in attendance.
- Participated in two Strategic Planning Sessions with Council and staff.
- Later this week, will be attending a Local Government Legal Update Seminar hosted by Young Anderson in Vancouver.
- Rooms have been secured for the 2026 SILGA Convention in Revelstoke

DEPUTY CORPORATE OFFICER:

- Participated in a Recreation Committee Meeting – Discussions on Sponsorship Packages were a highlight of the meeting which has started to be developed for the 2026 event season.
- Submitted the Canada Day Grant Application for 2026.
- Along with the Parks Manager, ordered additional Christmas décor for Fadear Park
- Assisting the Fire Smart Coordinator with planning items for the EOC Training scheduled in January.
- Participated in a meeting with the Fire Chief and Corp. Camalush – Staff will be assisting with coordination during this years Stuff the Cruiser event along with the RCMP and Barriere Fire Department. This event is scheduled for Wednesday, December 10th from 3-6pm at AG Foods Parking Lot.
- Capital Updates (*see attached*)

PUBLIC WORKS MANAGER:

Operations			
Public Works			
	October	2025 YTD	2024
Potholes Filled	20	130	130
Pavement Repairs	25 ft2	17453	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			
	October	2025 YTD	2024
New Construction Service Connections	2	5	4
Water Service On/Off Request	5	28	33
Interior Health Water Quality Tests	14	122	156
Water Usage	23016	405245	441825
Waterline Repairs - 1 DOB & 2 private	3	6	6
After Hours Call Outs	1	15	15
Wastewater Collection & Treatment			
	October	2025 YTD	2024
New Construction Service Connections	2	5	5
Ministry of Environment Wastewater Tests	7	70	84
After Hours Call Outs	0	0	0
General			
	October	2025 YTD	2024
BC One Calls Supported	5	38	31
Events Supported	0	16	16

- DW3 has been successfully rehabilitated - drawdown 75% less than initially operated at 507 gpm.
- Repaired leak in 100-mm AC watermain on Airfield Road.
- BBC Unit #4 renovations completed - now ready for occupancy.
- Crack sealing completed on Oriole Way, Barkley Road, parts of Airfield Road, Birch Lane & Bradford Road. Dixon Creek Road graded.
- Park irrigation has been winterized and Main 1 ball field bleachers are refurbished.

FIRE CHIEF:

Fire Department			
Calls	October	2025 YTD	2024
Fire	1	21	44
Rescue / Motor Vehicle Incidents	1	14	9
Hazardous Condition (No Fire)	2	4	1
Service Call / Public Assist	1	22	18
Fire Burning Complaint / Fire Investigation / Fire alarm	6	36	18
False Alarm	2	18	11
Total	13	115	101
Public Education & Events	3	16	2
FireSmart Assessments	2	17	2
Fire Prevention / Fire Inspections	2	2	0

Fire Department Updates:

- FireSmart attended the after-school program
- CWRP has been approved
- FireSmart joined Barriere Fire Rescues open house in October
- 2 FireSmart Assessments were scheduled for Yard Waste Days
- The Halloween Fireworks event on October 31st was well attended
- Completed the Engine Boss Course
- Conducted a Fire Prevention presentation at the Barriere Secondary High School

Weather:

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

CHIEF FINANCIAL OFFICER:

Financial Services			
	October	2025 YTD	2024
Cash Collected	\$ 263,591	\$ 4,483,949	\$ 4,613,799
Cash Disbursed	\$ 361,242	\$ 4,814,997	\$ 5,507,994
ICIP Wastewater Treatment Grant Funds Received	\$	\$ 251,941	

- No ICIP Wastewater Treatment Grant funds have been received yet. Reporting was submitted for expenses in the amount of \$36,872.35 with an expectation of \$27,038.49 being received back by the District.
- Audit work remains in progress and is the top priority for the Finance Department.

CHIEF ADMINISTRATIVE OFFICER:

Development:

Development Activity			
Construction Activity:	October	2025 YTD	2024
Total Building Permit Applications:	5	17	32
Total Construction Value:	\$858,500	\$2,748,825	\$1,775,715
Total Building Permits Finalized:	2	9 (since June)	
Total Construction Value Finalized:	\$90,000	\$619,000	

- Five new building permit applications in October, which consist of 4 smaller ones and one large \$700,000 one for a 7-plex.

Governance:

- Agreements / Contracts:
 - TNRD – Structure Fire Protection Service Agreement – On agenda for Council consideration.
 - Chamber – continuing review of lease space allocated to Chamber offices. The District is working on taking over the District's allocated space within the BBC facility.
- Policies / Bylaws:
 - Water Regulations Bylaw – Draft Bylaw and report included on agenda.
 - Street Lighting Repeal Bylaw – Draft Bylaw and report included on agenda.
 - Wastewater Bylaw – in progress, anticipated on December or January agenda.
 - Solid Waste Bylaw – in progress, anticipated on December or January agenda.
 - OCP Refresh Update draft – worked with consultant and our Corporate Team reviewing all the feedback.

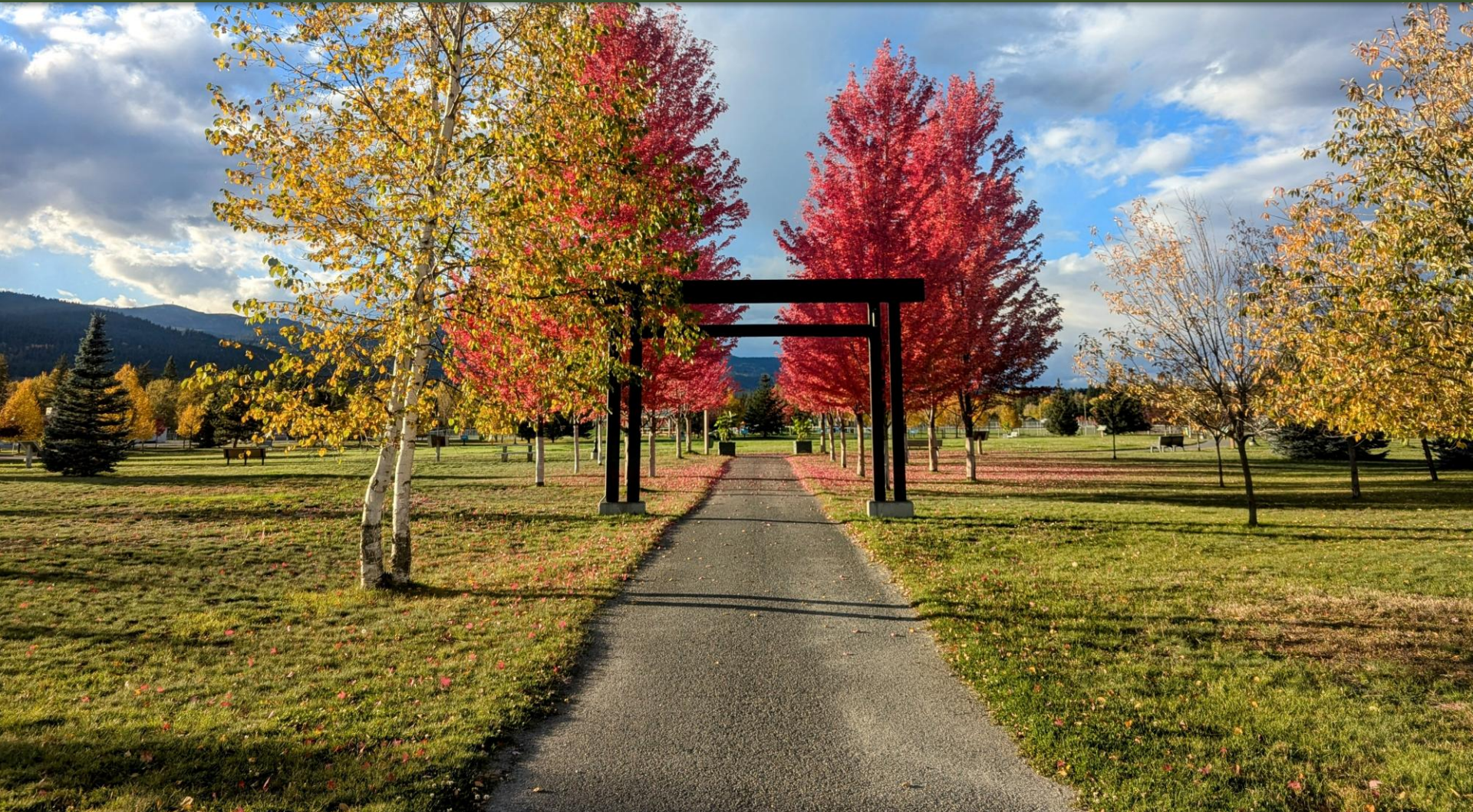
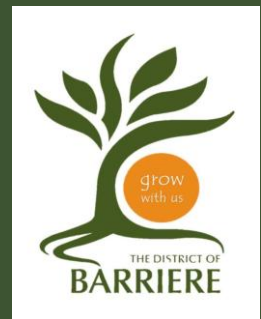
Administration:

- Conference Call with Simpcw CFO to discuss various projects, including the LCIP watermain
- Attended a TNRD budget conference call with the Mayor, Corporate Officer, and Chief Financial Officer
- Attended conference call with the Mayor and Telus and their partners. The Mayor will provide an update on this item at the meeting.
- Conference call with TNRD IT Manager to review current standards and best practices for a potential shared services model.
- Attended the Open House for the OCP Bylaw Refresh.
- Facilitated the Council Strategic Planning sessions held on November 7/8.

**submitted for information*

District of Barriere

Capital Projects Update
November 2025



Presentation Outline

- **Waste Water Treatment Plant (WWTP)**
 - **Water and Sewer SCADA System**

Waste Water Treatment Plant (WWTP)

Status: TRUE Consulting to start Electrical and Structural Engineering Portion of Final Design

Next Steps:

- 2025 Q4  TRUE Consulting reviewing Nexom Final Design
- 2026 Q1  Order Nexom Equipment &
Construction Request for Proposal to be issued
- 2026 Q2  Nexom Equipment Delivery
- 2026 Q3  Nexom Commissioning
- 2026 Q4  Completion
- 2027 Q1  Start-Up



Total Approved Project Budget	Total DoB Funding - Committed	Total Other Funding (Grant, etc.) - Committed	Total Costs To Date	Total Costs Remaining	Other Funding Received To Date
\$7,100,000.00	\$1,886,624.00	\$5,213,376.00	\$392,044.00	\$6,342,018.90	\$251,941.00



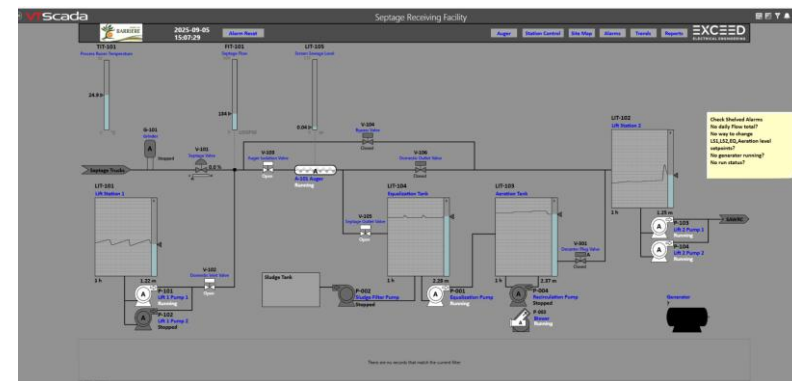
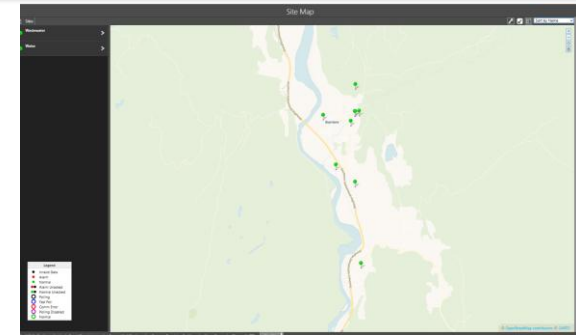
Water and Sewer SCADA System

Status: Pending Computers Purchase

Summary:

The SCADA (Supervisory Control and Data Acquisition) system was installed across the District's water and wastewater utilities, fully funded through COVID-19 relief funds. This new system modernizes operations by allowing real-time monitoring and remote control of pumps, reservoirs, and treatment processes. It reduces the need for on-site checks, lowers overtime call-outs, and improves system reliability.

Staff report that it is already helping with efficiency and will integrate seamlessly with the new Wastewater Treatment Plant, ensuring full system compatibility.



Total Approved Project Budget	Total DoB Funding - Committed	Total Other Funding (Grant, etc.) - Committed	Total Costs To Date	Costs Remaining	Other Funding Received To Date
\$110,000.00	\$0.00	\$110,000.00	\$101,236.92	\$8,763.08	\$110,000.00



Capital Plan

Project	Total Project Budget	Costs To Date	Costs Remaining	% Project Complete
Waste Water Treatment Plant (WWTP)	\$7,100,000.00	\$392,044.00	\$6,342,018.90	10%
Water and Sewer SCADA System	\$110,000.00	\$101,236.92	\$8,763.08	95%
TOTAL	\$8,181,000.00	\$1,086,288.78	\$7,076,248.09	



An aerial photograph of a large park area. In the center is a large, open grassy field. To the right of the field is a playground with various equipment, including slides and climbing structures. Further right is a basketball court with a green roof. In the background, there are several buildings, including a large white one and a smaller one with a red roof. The park is surrounded by trees, some of which are showing autumn colors. The text "THANK YOU" is overlaid in the center of the image.

THANK YOU

District of Barriere

REQUEST FOR DECISION

Date: November 17, 2025	File: 4b
To: Council	From: T. Buchanan, Corporate Officer
Re: DRAFT 2026 Regular Council Meeting Schedule and 2026 Deputy Mayor Rotation	
Recommendation: THAT Council approve the 2026 Regular Council Meeting Schedule and 2026 Deputy Mayor Schedule as presented.	

Background: An annual Council Meeting schedule must be approved by Council prior to the start of its new year and made available to the public.

Discussion:

Attached is the draft 2025 Regular Council Meeting Schedule which includes the Inaugural Meeting of Council on November 9th, as 2026 is a general election year. Per legislation, an Inaugural Meeting of Council must be held “*as a day in the first 10 days of November following a general local election.*” This inaugural meeting will be held, as customary, at 7pm at the Ridge unless otherwise directed by Council.

In addition, a Deputy Mayor rotation schedule is also approved annually by Council. This rotation is alphabetical. As 2026 will have an election, the Deputy Mayor schedule attached is valid until November 9th when the new Council is sworn in. The remaining rotation schedule for 2026 will be included in the draft 2027 Council Meeting & Deputy Mayor schedule customarily included within the Inaugural Council Meeting agenda for adoption.

Benefits or Impact

General

Provides advance notice to the public of upcoming meetings of Council.

Finances

N/A

Strategic Impact

Priority #4: General Governance and Community Engagement

Risk Assessment

Compliance: Council Procedure Bylaw No. 251, specifically S. 5 and 8
Community Charter, specifically S. 124(g) and S. 125

Risk Impact: Low

Internal Control Process:

Thorough review to reduce schedule conflicts with holidays and conventions wherever possible.

Next Steps / Communication

- If approved, the 2026 Council Meeting Schedule will be posted on the District website.

Attachments

- Draft 2026 Regular Council Meeting Calendar & Schedule
- Draft 2026 Deputy Mayor Schedule

Recommendation

THAT Council approve the 2026 Regular Council Meeting Schedule and 2026 Deputy Mayor Schedule as presented.

Alternative Options

1. Council could amend the draft schedule(s) prior to approval.

Prepared by: T. Buchanan, Corporate Officer

Reviewed by: Daniel Drexler, CAO

2026

January '26						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February '26						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March '26						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April '26						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May '26						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June '26						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July '26						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August '26						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '26						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October '26						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '26						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '26						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

District of Barriere Regular Council Meetings

Inaugural Meeting

SILGA

April 29-May 2

Kamloops

UBCM

September 16-20

Vancouver

Stat Holidays

Local Election General Voting Day

Office Closures

District of Barriere



Schedule of 2026 Council Meetings

****Important*** – Please note that meeting dates are subject to change. Any meeting date changes will comply with the required public notice as mandated by legislation. Please contact the District Office for meeting date confirmation (250) 672-9751*

January	12	Regular Council Meeting	5:30pm
February	2	Regular Council Meeting	5:30pm
	23	Regular Council Meeting	5:30pm
March	9	Regular Council Meeting	5:30pm
	30	Regular Council Meeting	5:30pm
April	20	Regular Council Meeting	5:30pm
May	4	Regular Council Meeting	5:30pm
	25	Regular Council Meeting	5:30pm
June	8	Regular Council Meeting	5:30pm
	29	Regular Council Meeting	5:30pm
July	20	Regular Council Meeting	5:30pm
August	10	Regular Council Meeting	5:30pm
	31	Regular Council Meeting	5:30pm
September	21	Regular Council Meeting	5:30pm
October	5	Regular Council Meeting	5:30pm
	26	Regular Council Meeting	5:30pm
November	9	Inaugural Council Meeting	7:00pm
December	14	Regular Council Meeting	5:30pm

District of Barriere



2026 – Nov 2026

*(*November - post Inaugural Meeting & December Acting Mayor posted after 2026 Election)*

ACTING MAYOR SCHEDULE

January 2026	Councillor Armstrong
February	Councillor Kershaw
March	Councillor Kibble
April	Councillor Lodge
May	Councillor McInnis
June	Councillor Mosdell
July	Councillor Armstrong
August	Councillor Kershaw
September	Councillor Kibble
October	Councillor Lodge
November	Councillor McInnis*
December	Councillor *

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: November 17, 2025	File: 4c
To: Council	From: A. Hovenkamp, Fire Chief & D. Drexler, CAO
Re: DRAFT Structural Fire Protection Service Agreement with TNRD	
Recommendation: THAT Council authorize the Mayor and Chief Administrative Officer 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.	

Purpose

To obtain Council approval to enter into a new five-year Structure Fire Protection Service Agreement with the TNRD effective January 1, 2025

Background

The previous Structural Fire Protection Service Agreement between the District of Barriere and the TNRD (Contract No. 2017-054) expired on December 31, 2022. This agreement established terms for the District to provide fire protection services to portions of Electoral Area “O” through the Barriere Fire Department. A new draft agreement has been negotiated collaboratively with the TNRD, incorporating modernized language, alignment with current fire service standards, and revised financial terms.

Discussion

Comparison Summary – Fire Service Agreements (2018–2022 vs. 2025–2029)

The key differences between the District of Barriere's previous and new Fire Service Agreements with the Thompson-Nicola Regional District are as follows:

Overview

Aspect	2018–2022 Agreement (Contract No. 2017-054)	2025–2029 Agreement (Contract No. 2025-016)
Parties	TNRD & District of Barriere	Same, but District now referred to as 'Service Provider'
Duration	Jan 1, 2018 – Dec 31, 2022	Jan 1, 2025 – Dec 31, 2029
Language Style	Traditional & gendered wording	Fully gender-neutral, modern legal drafting
Document Length	10 pages	17 pages, expanded with clear structure and definitions
Bylaws Referenced	General local service reference	Explicit references to TNRD Bylaw No. 2541 and Bylaw No. 2779



Financial Terms

Aspect	2018–2022	2025–2029
Payment Schedule	\$42,000–\$45,470 (≈2%/year increase)	25% annual increases: \$51,470 → \$125,659 (2025–2029)
Adjustment Flexibility	Only if assessment values change	4.4 & 4.5 allow adjustments by staff for cost or area changes
Capital Funding	TNRD will not make lump-sum payments	Permitted through joint grant or partnership arrangements
Overall \$ Change	~8% total increase	~25% year-over-year increases for next four years



Service Level and Operations

Aspect	2018–2022	2025–2029
Service Level (2.2)	General structural firefighting	Defined as 'Exterior Operations' working toward 'Full Service'
Nuisance Calls	Not mentioned	Explicitly included under 2.9(b)
Mapping	Updated annually by TNRD	Updated on request (digital or paper)
Fire Chief Authority	Can restrict entry due to fire/explosion only	Expanded to any life and safety issue
Mutual Aid	Not specifically defined	Fire Chief authorized to request/respond to mutual aid



Administrative and Legal Changes

Aspect	2018–2022	2025–2029
Insurance	Schedule D certification required	Copies of insurance only; Schedule D removed
WorkSafeBC	Basic mention in appendix	Dedicated section (8) outlining responsibilities
Dispute Resolution	Termination only	Structured process: negotiation → mediation → arbitration
Force Majeure (unforeseeable circumstance)	Not included	New detailed clause (12.1–12.3)
CAO Authority	Council approval required	CAOs empowered to amend financial/service terms (4.4–4.5)
Confidentiality	Basic clause	Expanded, includes definitions and destruction requirements

Summary of Key Updates:

- ❖ 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

Benefits or Impact

General

- Modernizes the agreement and improves administrative efficiency.
- Aligns with current legislation and operational best practices.
- Provides predictable and increasing funding with built-in flexibility for unforeseen changes.
- Reinforces a cooperative regional service relationship with the TNRD.

Finances

The agreement includes a 25% annual increase in payments over the next four years (2026–2029).

Additional revenue over the new contract compared to the previous contract and its 2% per year increase is as follows:

2025	+ \$6,000.00	
2026	+ \$17,957.60	
2027	+ \$33,114.01	
2028	+ \$52,273.87	
2029	+ \$76,440.81	
Total Additional Revenue over 5 years		+ \$185,786.29

Payments will continue to be received by August 31 of each year. These funds support both operating and capital replacement needs for the Barriere Fire Department.

Strategic Impact

N/A

Risk Assessment

Compliance: The agreement aligns with applicable legislation and provincial standards.

Risk Impact: Minimal. Provisions for annual review and CAO authority mitigate potential financial or operational risks.

Internal Control Process: Regular financial review and mutual CAO consultation will ensure accountability under Sections 4.4 and 4.5.

Next Steps / Communication

- Upon Council approval, the Mayor and CAO will sign the agreement.
- The executed document will be forwarded to the TNRD for signature, and notice will be provided to the Barriere Fire Department confirming the renewal.

Attachments

1. Draft Structure Fire Protection Service Agreement (Contract No. 2025-016)
2. Previous Structure Fire Protection Service Agreement 2017-2022

Recommendation

THAT Council authorize the Mayor and Chief Administrative Officer 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.

Alternative Options

1. Council could choose not to approve the agreement, resulting in the continuation of fire protection services without a formal contract, which is not recommended.
2. Council could request amendments or clarifications prior to approval.

Reviewed by:

D. Drexler, Chief Administrative Officer

**THOMPSON-NICOLA REGIONAL DISTRICT
DISTRICT OF BARRIERE
STRUCTURE FIRE PROTECTION SERVICE AGREEMENT**

This AGREEMENT is dated for reference as of the day of _____, 20____,

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

300 – 465 Victoria Street
Kamloops, BC, V2C 2A9

(the “**TNRD**”)

AND: DISTRICT OF BARRIERE

4936 Barriere Town Road
Box 219
Barriere, BC V0E 1E0

(the “**Service Provider**”)

WHEREAS:

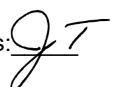
- A. Pursuant to section 263(1) of the *Local Government Act* (RSBC 2015), the TNRD desires to enter into an agreement with the Service Provider for the purpose of providing fire protection and emergency response services, as herein specified, to the local service area established by the TNRD pursuant to Bylaw No. 2541, 2016; and
- B. The Service Provider is authorized to enter into an agreement with the TNRD to provide such services pursuant to section 13(1) of the Community Charter,

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby as follows

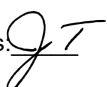
1. INTERPRETATION

1.1 In this Agreement:

- (a) “**Annual Fee**” means the fee the TNRD must pay to the Service Provider under this Agreement, as set out in Schedule “C”;

Initials: 

- (b) **Bylaw No. 2779** means the TNRD *Fire Protection Services Regulatory Bylaw No. 2779, 2022*;
- (c) **Bylaw No. 2541** means the TNRD *Electoral Area “O” (Lower North Thompson) Fire Protection Service Area Establishment Bylaw No. 2541, 2016*;
- (d) **“Fire Chief”** means the person appointed from time to time as the Fire Chief of the Service Provider or designate authorized by the Fire Chief to act on their behalf;
- (e) **“Fire Code”** means the British Columbia Fire Code, as amended or replaced from time to time;
- (f) **“Fire Department”** means the District Fire Department, which is operated and controlled by the Service Provider, and in relation to which the Service Provider is, for all purposes, the Authority Having Jurisdiction as that phrase is defined in the Provincial Training Standards;
- (g) **“Fire Safety Legislation”** means any provincial fire safety legislation, as amended or replaced from time to time, that governs the Fire Department or its operations, or any aspect of the Services, and includes the *Fire Safety Act*, SBC 2016, c 19;
- (h) **“Force Majeure”** means an event beyond the reasonable control of a party that impairs the party’s ability to function in its ordinary course of business including, but not limited to:
 - (1) acts of nature, such as floods, droughts, and fire;
 - (2) explosions, wars, acts of terrorism, or insurrection;
 - (3) pandemic;
 - (4) riots, strikes, lockouts, or other labour disruptions; and
 - (5) laws, rules, regulations, or order of a duly constituted governmental authority,but excluding financial difficulties (such as lack of funds or funding);
- (i) **“Provincial Training Standards”** means the minimum training standards established from time to time by the Fire Commissioner under or pursuant to the Fire Safety Legislation;
- (j) **“Service Area”** means the local service area established under Bylaw No. 2541 to which the Services will be provided by the Fire Department, as shown in the Service Area map attached as Schedule B;
- (k) **“Services”** means those fire suppression, fire prevention and other emergency response services specified in Schedule A to be provided by the Fire Department in the Service Area; and
- (l) **“Start Date”** means **January 1, 2025**

Initials 

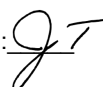
1.2 In this Agreement:

- (a) words importing the singular number include the plural and vice versa, and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections, and the insertion of headings, are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section, or schedule will, unless the context otherwise requires, mean that article, section, or schedule of this Agreement;
- (d) all payments to be made will be made in lawful currency of Canada;
- (e) a reference to a “business day” means all days other than Saturday, Sunday, and statutory holidays in the Province of British Columbia;
- (f) any reference to a “party” or the “parties” means the one or more parties to this Agreement, as the context demands, and includes the elected and appointed officials, officers, representatives, successors, servants, employees, agents, contractors, officers, licensees, and invitees of such party, wherever the context so requires or allows;
- (g) reference to a whole, for example, to a “building”, includes reference to any portion thereof; and
- (h) unless expressly stated otherwise, references to a statute includes every regulation made under the statute (including Service Provider or TNRD bylaws), as amended or replaced from time to time.

1.3 This Agreement is to be governed by and construed in accordance with the laws of the Province of British Columbia and federal laws of Canada applicable therein, and the parties hereby attorn to the courts of the Province of British Columbia.

1.4 The following schedules are incorporated into and form a part of this Agreement, except that if there is any inconsistency between a schedule and the body of this Agreement, the terms of the Agreement will prevail to the extent of such inconsistency:

- (a) Schedule A – Description of Services;
- (b) Schedule B - Service Area Map; and
- (c) Schedule C – Annual Fee

Initials: 

2. PROVISION OF SERVICES

- 2.1 Commencing with effect as of the Start Date, the Service Provider will provide the Services in the Service Area in accordance with the terms and subject to the conditions of this Agreement.
- 2.2 The structure firefighting provided by the Service Provider as a component of the Services, will initially be provided at the “Exterior Operations” service level, but is working toward a “Full Service” level, as set out in the Provincial Training Standards. For greater certainty:
 - (a) the Service Provider makes no representations or warranties that the level or degree of the Services will be maintained or continued to any particular standard, other than as stated expressly herein.
- 2.3 The Annual Fee to the Service Provider is inclusive of their operational costs as well as contributing to future capital costs. It is expected the Service Provider will utilize funds from the TNRD as well as their own funds to put towards its own reserve for replacement of fire department assets as/when needed. For clarity, the TNRD will not make any lump sums contributions toward the Service Provider’s Fire Department capital assets, unless this is determined otherwise by the parties in a joint application or similar partnership.
- 2.4 The TNRD acknowledges and agrees that the Services are primarily being provided by volunteer or paid-on-call members of the Fire Department, which may result in a slow or insufficient turn-out for any given incident or emergency event. Such a slow or insufficient turn-out shall not, of itself, be considered negligence on the part of the Service Provider in delivering the Services.
- 2.5 The TNRD acknowledges and agrees that the provision of the Services by the Fire Department, may be adversely impacted by inadequate or insufficient water supplies in any hydrant system, or, where there is no hydrant system, by the need to rely on water tenders. The Service Provider has no obligation to upgrade, install, maintain or repair any water system. It will use reasonable efforts to keep any fire suppression activities supplied through use of its water tenders. The TNRD acknowledges and agrees that there is a risk that such methods may prove insufficient at any given structure or other fire despite such reasonable efforts.
- 2.6 When responding to an incident within the Service Area or undertaking a non-emergency response in the Service Area, the Department may exercise within the Service Area the powers and authorities granted to fire departments by the TNRD in Bylaw No. 2779.
- 2.7 The Fire Chief may, in their sole discretion, request mutual aid from another fire service, to respond to an incident within the Service Area. Where such mutual aid is requested, the responding fire department shall be entitled to exercise the powers and authorities granted to fire departments by the TNRD in Bylaw No. 2779.

Initials: 

- 2.8 The Service Provider will report to the TNRD on every dispatched fire in this service area within 24 hours of the fire being actioned.
- 2.9 The Fire Chief will have exclusive control of all Fire Department assets and personnel used in connection with the delivery of the Services. Without limiting the generality of the foregoing, the Fire Chief will have sole decision-making authority as to:
- (a) the demolition of a building or other structure when necessary to suppress a fire or mitigate an incident, as provided in Bylaw No 2779;
 - (b) the level and nature of the Fire Department's response during a fire or other incident, including nuisance calls;
 - (c) the management and disposition of Fire Department resources during concurrent events;
 - (d) accessing and entering private property for the purposes of delivering the Services; and
 - (e) the ability of the Fire Department to respond in circumstances where access routes are insufficient to support firefighting apparatus, including driveway width, grade, maintenance, lack of turn around facilities, private bridges, overgrowth, and environmental factors such as snow or ice build-up.
- 2.10 The Services provided by the Service Provider will be dependent on the water available at the site of the fire incident.
- 2.11 In order to facilitate the effective delivery of the Services by the Service Provider, the TNRD will:
- (a) provide to the Service Provider current mapping that shows house points and roads within the Service Area. The TNRD will ensure the accuracy of such mapping and will provide updates in a timely way to reflect any changes in road access or development within the Service Area;
 - (b) provide to the Service Provider timely information related to development within the Service Area, including new construction and major renovations, of which the TNRD is aware; and
 - (c) immediately advise the Fire Chief upon the TNRD becoming aware of any obstruction, impediment or obstacle in the Service Area that is likely to affect the Service Provider's delivery of Services.

3. WATER SYSTEM

- 3.1 The Service Provider and the TNRD acknowledge that where applicable, neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Service Area, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Service Area.

4. PAYMENT FOR SERVICES

- 4.1 On or before August 31 of each calendar year during the Term, the TNRD will pay to the Service Provider the Annual Fee for such calendar year in the amount set out in Schedule “C”.
- 4.2 The amount set in Schedule “C” is intended to support general operating and capital costs of the Service Provider. No further payments will be contemplated other than Section 4.3 and/or additional properties that may be added to the service area over the term of this agreement.
- 4.3 Any additional costs associated with a water tender contractor or heavy machinery to make a site safe that is summoned to respond to an incident in the Service Area as contemplated by Section 2.5, may be billed by the Service Provider to the TNRD. The Service Provider will provide an itemized invoice in writing to the TNRD detailing the costs of such assistance. Any such charges shall be paid by the TNRD within 30 days of receipt of the invoice, unless the amount is disputed by the TNRD pursuant to the dispute resolution processes set out in this Agreement, in which case, the amounts will be paid as determined pursuant to those processes.
- 4.4 If during the term of this contract the fire service area is expanded to include more properties, Schedule “C” will be updated to reflect the added cost to service said properties.
- 4.5 Should major or unforeseen changes arise during the term, including but not limited to increased equipment costs or changes to standards of practice in surrounding jurisdictions, the parties shall meet to determine whether adjustments to Schedule C are warranted. If required, Schedule C will be amended to reflect such changes as approved by both the TNRD and the District of Barriere’s CAO.

5. REDUCTION OR INTERRUPTION OF SERVICE

- 5.1 Without prejudice to any other right or remedy, the Service Provider may, at its sole discretion, and without terminating this Agreement, reduce or interrupt the provision of the Services to the Service Area if:
- (a) TNRD fails to pay the Annual Fee or any other amounts payable under this Agreement;
 - (b) TNRD fails in any material way to comply with its obligations and the terms and conditions of this Agreement; or

Initials: 

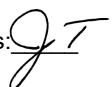
- (c) the Service Provider, acting reasonably, decides that a temporary reduction or interruption is necessary for reasons of public health or safety or in response to an emergency situation.
- 5.2 Before reducing or interrupting the Services under section 5.1, the Service Provider will specify the reason for the reduction or interruption and provide the following notice to the TNRD:
- (a) under subsections 5.1(a) or (b), 60 days' written notice or, if the default cannot be remedied within 60 days, such period as may reasonably be required to remedy the default, subject to the TNRD providing the Service Provider with a plan of action and schedule (acceptable to the Service Provider, acting reasonably) to remedy the default, and the TNRD acts with reasonable dispatch to remedy the default within such timeframe;
 - (b) under subsection 5.1(c), written notice detailing the nature of reduction or interruption in advance, if possible, or as soon as reasonably possible after such reduction or interruption occurs.
- 5.3 Without prejudice to any other right or remedy, the TNRD may, at its sole discretion, and without terminating this Agreement, reduce the Service Area by giving the Service Provider 6 months' notice of the change.

6. TERM AND TERMINATION

- 6.1 This Agreement will be valid for an initial term of five years, commencing on the Start Date and ending on the day before the fifth anniversary of the Start Date (the "**Term**").
- 6.2 The parties will commence negotiation of a renewal or replacement of this agreement commencing not less than six months prior to end of the Term.

7. DISPUTE RESOLUTION

- 7.1 If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, then the parties agree to the following process in the order it is set out:
- (a) the party initiating the process will send written notice to the other party (the "**Dispute Notice**"); and
 - (b) the parties will promptly, diligently, and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- 7.2 If the parties are unable to negotiate a resolution within ninety days of the Dispute Notice, the parties may request the assistance of a mediator agreed to by the parties within thirty days' written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the Vancouver International Arbitration Centre ("**VIAC**"), and,

Initials: 

unless the parties agree otherwise, this mediation will follow VIAC rules and will be completed within sixty days following the appointment of the mediator.

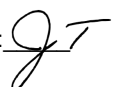
- 7.3 If the parties are unable to resolve the dispute pursuant to section 7.1 and/or section 7.2, the matter will then be referred to arbitration by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) or any successor legislation, on the understanding and agreement that the decision of the arbitrator will be final and binding on the parties. If the parties are unable to agree on a single arbitrator to hear the dispute within sixty days following termination of negotiations under section 7.1 or, if mediation is pursued, the mediation as set out in section 7.2, an arbitrator will be appointed by the BCICAC. Such arbitration will be conducted in accordance with the *Arbitration Act* (British Columbia), using the rules of the VIAC, unless otherwise mutually agreed by the parties.
- 7.4 Each party agrees to bear its own costs and expenses in respect of the dispute resolution processes set out in this Part 7, and to share equally the costs of the mediation and arbitral processes. The parties agree that neither will seek recovery against the other party for any costs or expenses incurred with respect to this dispute resolution process.
- 7.5 Any right of action either party may have against the other arising from any breach of this Agreement will survive the termination of this Agreement.

8. WORKSAFE BC COVERAGE

- 8.1 The Service Provider acknowledges and agrees that it has reviewed and understands the occupational health and safety obligations pursuant to the *Workers Compensation Act* and regulations.
- 8.2 The Service Provider is responsible for obtaining and maintaining Workers Compensation coverage and will abide by all provisions of the *Workers Compensation Act* and regulations.
- 8.3 Prior to undertaking the Services outlined in this Agreement, the Service Provider will provide the TNRD with its Workers' Compensation Board Number and a clearance letter from WorkSafeBC.

9. INSURANCE

- 9.1 The TNRD and the Service Provider, at all times during the Term of this Agreement, will carry commercial general liability insurance against any and all third party claims for bodily injury, death, or property damage whatsoever arising out of the Service Provider's use and/or occupation of the Premises or any portion thereof, and must cover for not less than Five Million (\$5,000,000) Dollars per occurrence.

Initials: 

- 9.2 Each Party shall procure and maintain at its own cost during the entire term of this Agreement Automobile Insurance for owned and/or leased vehicles as required by the laws of the Province of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third-party liability shall be \$10,000,000 inclusive per occurrence for bodily injury, or death of another, or loss of damage to property of another.
- 9.3 Prior to the commencement of the Term, the Service Provider will forward to the TNRD a certificate of insurance including insuring agreements acceptable to the TNRD acting reasonably. Should the insurance policies under which the insurance certificate is drawn expire during the Term of this Agreement or any extension or renewal thereof, the Service Provider will forward a renewal insurance certificate to the TNRD 30 days prior to the expiry of said insurance policies, in a form satisfactory to the TNRD, acting reasonably.
- 9.4 Should the Service Provider fail to supply the insurance certificate prescribed by this Agreement, then this Agreement may be immediately terminated by the TNRD, for cause.
- 9.5 All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and must include a provision that coverage may not be cancelled or amended in any way unless 30 days' written notice has been given to the TNRD.

10. INDEMNIFICATION

- 10.1 The TNRD hereby indemnifies and saves harmless the Service Provider and its elected officials, officers, employees and agents from and against all manner of actions, causes of action, suits, claims, demands, costs (including legal fees), expenses, or liabilities of any nature whatsoever and by whomsoever brought (collectively, a "Claim"), which the Service Provider may incur, suffer or be put to, arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the TNRD or any breach by the TNRD of any of its obligations, representations, warranties, covenants or obligations under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the Service Provider or any breach by the Service Provider of any of its obligations, representations, warranties, covenants or obligations under this Agreement.
- 10.2 The Service Provider hereby indemnifies and saves harmless the TNRD and its elected officials, officers, employees and agents from and against all Claims which the TNRD may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the Service Provider or any breach by the Service Provider of any of its obligations, representations, warranties, covenants or obligations under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the TNRD or any breach by the TNRD of any of its obligations, representations, warranties or covenants under this Agreement.

Initials: 

11. REPRESENTATIONS AND WARRANTIES

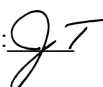
- 11.1 Each party represents and warrants to the other party, and covenants with the other party that:
- (a) it has the legal capacity and power to enter into this Agreement and to comply with and perform every term and condition of this Agreement;
 - (b) all necessary proceedings have been taken to duly authorize it to enter into and to execute and deliver this Agreement; and
 - (c) this Agreement has been properly executed and delivered by it, and is binding on it in accordance with its terms.

12. FORCE MAJEURE

- 12.1 A party will not be liable for any loss or damage suffered or incurred by the other party arising from the first party's delay in performing or failure to perform any of its obligations under this Agreement to the extent that, and for so long as, such delay or failure results from an event of Force Majeure, provided that:
- (a) the same arises without the fault or negligence of the party claiming Force Majeure, and the affected party notifies the other party within three days of becoming aware of such event and the manner and extent to which its performance of its obligations are likely to be prevented or delayed; and
 - (b) the occurrence of a Force Majeure event will not have the effect of discharging or postponing the affected party's payment obligations hereunder.
- 12.2 Each party will use its reasonable efforts to minimize the effects of any event of Force Majeure.
- 12.3 If an event of Force Majeure lasts for twelve or more months, either party may terminate this Agreement effective immediately.

13. NOTICES

- 13.1 Where this Agreement requires or permits a notice, demand, or other communication to be given or served by either party to the other, such notice, demand or other communication must, unless otherwise specifically provided herein, be given or served in writing and forwarded to the respective party at the address given in this Agreement, provided that either party may change its address by giving the other prior notice of a change of address.

Initials: 

- 13.2 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received the addressee, if served personally, on the date of the such personal service or, if delivery by mail, fax or email, when received. The address for delivery will be as follows:

THOMPSON-NICOLA REGIONAL DISTRICT

Attn: Jason Tomlin, Manager of Fire Protection Services

300-465 Victoria Street

Kamloops, BC V2C 2A9

Phone: 250-377-2598 Fax 250-372-5048

Email: fireprotectionservices@tnrd.ca

DISTRICT OF BARRIERE

Attn: Alexis Hovenkamp, Fire Chief

4587 Barriere Town Road

PO Box 299

Barriere, BC V0E 1E0

Ph: 778-220-1711 Fax: 250-672-9701

Email: firesafety@barriere.ca

CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 13.3 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("**Confidential Information**"). Confidential Information will not include any information that:
- (a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - (b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - (c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - (d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - (e) was developed by either party independently, without a breach of any duty of confidence.
- 13.4 Neither party will disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information in connection with the management or review of this Agreement or delivery of Services hereunder.

Initials: 

- 13.5 Upon termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons.

14. GENERAL PROVISIONS

- 14.1 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors, heirs, executors, administrators, representatives, and permitted assigns.
- 14.2 No amendment or variation of the terms, conditions, covenants, agreements or undertakings in this Agreement will be of any force or effect unless it is in writing and executed by the authorized signatories of each party.
- 14.3 The rights, powers, and remedies of the parties provided in this Agreement are cumulative and not exclusive of any right, power, or remedy that may be available to the parties at law or in equity.
- 14.4 Each party agrees to execute such further and other documents and instruments and will do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 14.5 Nothing contained in this Agreement may be construed to create or constitute a partnership between the parties or authorize one party to act as an agent for the other party except as specifically expressed herein.
- 14.6 If any provision of this Agreement is judged invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, provided that if the intent of the parties is not thereby preserved then the parties will negotiate in good faith a replacement for the invalid, illegal, or unenforceable provision that is consistent with the original intent of the parties.
- 14.7 Subject to a *Force Majeure* event, time will be of the essence in the performance of each obligation under this Agreement.
- 14.8 This Agreement may not be assigned by a party without the prior written consent of the other party.
- 14.9 No consent or waiver, express or implied, by a party relating to any breach or default by another under this Agreement:
- (a) will be valid unless it is in writing and stated to be a consent or waiver pursuant to this section;
 - (b) can be relied on as a consent to or waiver of any other breach or default of the same or any other nature;

Initials: 

- (c) constitutes a general waiver under this Agreement; or
 - (d) eliminates or modifies the need for a specific consent or waiver under this section in any other or subsequent instance.
- 14.10 Notwithstanding the expiry or earlier termination of this agreement, Section 10 (Indemnification) shall survive and remain binding on the Parties and their successors.
- 14.11 This Agreement may be signed by the Parties in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

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

THOMPSON-NICOLA REGIONAL DISTRICT,
by its authorized signatories:

DISTRICT OF BARRIERE
by its authorized signatories:

BARBARA RODEN
BOARD CHAIR

ROB KERSLAKE
MAYOR

MARNIE JEREMIAH
CORPORATE OFFICER

DANIEL DREXLER
CHIEF ADMINISTRATIVE OFFICER

Initials: 

SCHEDULE “A”

SERVICES AND SPECIAL PROVISIONS

The Services provided by the Service Provider under this Agreement comprise the following:

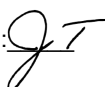
STRUCTURAL FIRE PROTECTION SERVICE

1. The fire protection service shall be provided within the local service area on a 24-hour basis from the Fire Hall, utilizing apparatus and equipment contained therein and provided by the Service Provider Fire Department.
2. The Service Provider Fire Department resources in the local service area under this agreement will be under the sole direction of the Fire Chief.
3. The Service Provider will be pursuant to the British Columbia Fire Service Minimum Training Standards and is deemed to be the “Authority Having Jurisdiction” as per the B.C. Structure Firefighter Minimum Training Standards.
4. The number of firefighters and the type of apparatus and equipment deemed necessary to provide adequate fire protection service is at the sole discretion of the Fire Chief or designate.
5. The Fire Chief will have control, direction and management of all firefighting personnel and apparatus and of all fire protection and safety measures at a fire in the Local Service Area. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of a building or area in the Local Service Area in an emergency arising from a threat to life and safety, where in the Fire Chief's sole discretion there is a danger to life or property, and may order the demolition of any building or part of a building in order to prevent the spread of a fire or damage to person or property.
6. The Fire Chief may order the suspension of the use of water in the Local Service Area for purposes other than firefighting during an emergency.
7. The Fire Chief will submit a Fire Investigation report as laid out in the *Fire Safety Act*.
8. In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of personnel and apparatus of the Fire Department.
9. The fire protection service provided by the Service Provider will be dependent on the water available at the site of the fire incident.
10. The Fire Chief, at the request of the TNRD, will inspect property as laid out in the *Fire Safety Act*.
11. The TNRD will not be obliged to provide water, pipeline, hydrants and similar facilities to the Local Service Area.

Initials: 

CONDITIONS OF SERVICE

1. The Service Provider and the TNRD acknowledge that where applicable, neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Local Service Area, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Local Service Area.
2. The TNRD will be responsible for providing current mapping that shows house points and roads within the Local Service Area receiving fire protection service and it shall be the TNRD's responsibility to ensure the accuracy of the mapping and to provide updates annually or at request of the Fire Chief. The mapping will be made available in both digital and printed formats.
3. The Service Provider Fire Department may not respond to areas where access routes do not provide roads/culverts/bridges sufficient to support firefighting apparatus, where access routes are not clear of ice and snow, or where there is a lack of turn around facilities for any dead end portion of an access road more than ninety (90) metres in length.
4. The TNRD delegates authority to the Service Provider and members of the Service Provider fire department to enter private land for the purposes of firefighting and fire protection as set out in this Agreement, the *Fire Safety Act* and in the Service Provider's fire operation bylaws, policies, guidelines, etc.

Initials: 

[illegible]

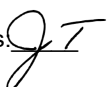
Initials: JT

SCHEDULE “C”

ANNUAL FEES

Throughout the term of this agreement the TNRD shall pay to the Service Provider by August 31st of each year, the following operating contributions:

Year	Annual Fee
2025	\$51,470
2026	\$64,337
2027	\$80,421
2028	\$100,527
2029	\$125,659

Initials 



**THOMPSON-NICOLA REGIONAL DISTRICT
STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT**



DISTRICT OF BARRIERE

This AGREEMENT is dated for reference the 30th day of May, 2017

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT
300 – 465 Victoria Street
Kamloops, BC, V2C 2A9

(the "TNRD")

AND: DISTRICT OF BARRIERE
PO Box 219
4936 Barriere Town Road
Barriere, BC V0E 1E0

(the "District")

for the provision of Fire Protection services by the District of Barriere within the Local Service Area (the "services").

DISTRICT OF BARRIERE RESPONSIBILITIES

1. During the Term of this Agreement, the District of Barriere will perform the services as outlined in Schedule "A" attached to and forming a part of this Agreement:
2. The District of Barriere will perform the services safely and with a high standard of care, skill and diligence.
3. The District of Barriere will supply all labour, equipment, materials necessary to provide the services.
4. The District of Barriere is solely responsible for monitoring the acts and conduct of its officers, directors, agents, representatives and employees and any other person.
5. The District of Barriere will not cause or permit anything to be done in the provision of these services that is likely to endanger persons or property, and will promptly take all steps which may reasonably be required by the TNRD to protect persons or property.
6. The District of Barriere will provide to the TNRD a written report outlining all: (a) incidents that result in property loss, property damage, or bodily injury (including death); or (b) damage or defects in, on or to the location immediately upon becoming aware of same.
7. The District Council and the Regional District Board, as directed in Letter's Patent upon the incorporation of the District of Barriere, have duly enacted any required bylaws and have passed any required resolutions to authorize such an agreement between the parties.

DELEGATION OF AUTHORITY

8. The Regional District delegates authority to the District and members of the District fire department to enter private land for the purposes of firefighting and fire protection as set out in this Agreement and in the District's fire operation bylaws, policies, guidelines, etc.

DEFINITIONS

- 9.1 **"Fire Chief"** means the person appointed from time to time as the Fire Chief of the District or designate authorized by the Fire Chief to act on his behalf, or the senior ranking member of the District Fire Department present at the fire.
- 9.2 **"Fire Protection Service"** means a structural firefighting service made up of apparatus, equipment and personnel required to provide an effective structural firefighting response to incidents. The suppression of Forest Fires is excluded from this Service.
- 9.3 **"Local Service Area"** means the Local Service Area of the TNRD established by Electoral Area "O" (Lower North Thompson) Fire Protection Grant-In-Aid Local Service Area Bylaw No. 1349 and as amended from time to time.
- 9.4 **"Playbook"** means the most current edition of the British Columbia Fire Service Minimum Training Standards, Structure Firefighters Competency and Training document.

PAYMENT

10. The TNRD will pay the District of Barriere for the services detailed in this Agreement at the rates as set out in Schedule "B" attached.
11. The District's Fire Department's cost of operation includes an administrative support service charge that includes costs for liability and fire insurance and accounting, legal, data, processing, personnel, and legislative services and must only be applied to operating costs, including the amortization and depreciation of capital improvements and excludes hydrant costs;
- 11.1 The District agrees to advise the Regional District, no later than June 15th of each year during the term of this Agreement, of the following:
- Number of callouts by the District to the local service area for the previous twelve month period.
 - Disposition of funds received from the Regional District.
- 11.2 The Regional District will pay to the District the amount payable under this Agreement no later than August 31st in each year during the term of this Agreement.

INSURANCE

12. Prior to the commencement of the Term, the District of Barriere will forward to the TNRD a certificate of insurance, acceptable to the TNRD.

CA
A

INSURANCE (Cont'd)

13. All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and must include a provision that coverage may not be cancelled or amended in any way unless Thirty (30) days written notice has been given to the TNRD.

INDEMNIFICATION

14. The District of Barriere hereby waives all claims against the TNRD, its officials, employees and agents (collectively, the “released parties”) and releases the released parties from any and all liability and claims for all injury, death, loss, damage and expense of any kind that the District of Barriere or any other person may suffer as a consequence of or in connection with the District of Barriere's provision of Fire Protection Services. This release and waiver shall survive expiry or sooner cancellation of this agreement.
15. The District of Barriere hereby agrees to unconditionally indemnify and save harmless the released parties from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions (including all settlement amounts and costs, as well as full indemnity for legal fees and disbursements) which may arise as a consequence of or in connection with, any fault, act, failure to act or negligence of the District of Barriere whatsoever in connection with the provision of Fire Services as detailed in this agreement. This indemnity will survive the expiry or sooner cancellation of this agreement.

TERM

16. This Agreement will commence on the 1st day of January, 2018, and will remain in effect until the 31st day of December, 2022 (the “Term”) at which time a review of the Payment Rates, as outlined in Schedule “B” will be renegotiated as part of the renewal process.

TERMINATION OR SUSPENSION OF SERVICES

17. The TNRD may, for any reason, in its sole discretion and at any time, suspend the services for a specified or unspecified time by providing written notice to the District of Barriere. Upon receiving such notice, the District of Barriere shall immediately suspend all services hereunder within TNRD Local Service Area.
18. Whenever the District of Barriere fails to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this Agreement, and the failure continues for or is not remedied within Five (5) days after the giving of written notice by the TNRD to the District of Barriere, the TNRD may terminate this agreement, with cause, on immediate written notice. Any such termination will be without prejudice to any of the TNRD's legal rights and remedies against the District of Barriere, including the right of set off.
19. This Agreement may be terminated by either party to this Agreement, without cause, by providing the other party with Sixty (60) days written notice. Any such termination by the TNRD will be without prejudice to any of the TNRD's legal rights and remedies against the District of Barriere, including the right of set off.

CA
8

GENERAL PROVISIONS

20. This Agreement embodies the entire agreement between the parties with regard to the matters contained herein. There are no representations, warranties, terms, conditions, undertakings or collateral agreements expressed or implied between the parties, other than those expressly set forth in this Agreement.
21. This Agreement will be governed by and construed in accordance with the laws of the Government of Canada and the Province of British Columbia and with all bylaws, policies, rules and requirements of the TNRD.
22. The parties may at any time amend the terms and conditions of this Agreement, in writing. For greater certainty, no amendment of or departure from the terms and conditions of this Agreement will become effective unless evidenced in writing.
23. None of the Services to be performed by the District of Barriere may be contracted out by the District of Barriere without the prior written consent of the TNRD.
24. The District of Barriere may not assign this Agreement or any part thereof without the prior written consent of the TNRD.
25. This Agreement will be binding upon the parties and their respective successors, heirs and permitted assigns.
26. In the event that any provision of this Agreement is deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or parts thereof, will be and remain in full force and effect.
27. No failure on the part of the TNRD to exercise any right or remedy in respect of this Agreement will operate as a waiver thereof, unless it is in writing and signed by the TNRD.
28. Any notice required to be given must be delivered or mailed to the address specified in this agreement and notice will be deemed to be received 72 hours after mailing.
29. The parties hereto acknowledge and agree that this Agreement is intended to be a contract for the Services only and does not create an employer/employee relationship, agency relationship, joint venture or partnership between them and at all times the District is and is intended to be an independent entity.
30. No waiver of any term or condition in this Agreement or breach of any term or condition in this Agreement is effective unless it is in writing, and no waiver of a breach is to be construed as a waiver of any future breach.
31. This Agreement is the entire agreement between the parties and supersedes all prior written and oral agreements, representations, and statements entered or exchanged by the parties.
32. This Agreement replaces any previous agreement between the parties dealing with the provision of firefighting, fire protection or fire prevention services to the Local Service Area or any part of it.

CA
A

CONFIDENTIALITY AND PROTECTION OF PRIVACY

33. The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- Was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - Was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - Was approved in writing for disclosure, without restriction, by the disclosing party;
 - Is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - Was developed by either party independently, without a breach of any duty of confidence.
34. Neither party will disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement.
35. All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
36. Upon completion of the term of the Fire Protection Services Agreement, or the termination of this Agreement, or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons.

NOTICES, DEMANDS AND OTHER COMMUNICATIONS

37. Where this Agreement requires or permits a notice, demand, or other communication to be given or served by either party to the other, such notice, demand or other communication must be given or served in writing and forwarded to the respective party at the address given in this Agreement, provided that either party may change its address by giving the other prior notice of a change of address.
38. Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivery by mail, fax or email, when received. The address for delivery will be as follows:

CA
8

NOTICES, DEMANDS AND OTHER COMMUNICATIONS (Cont'd)

THOMPSON-NICOLA REGIONAL DISTRICT

300-465 Victoria Street
Kamloops, BC V2C 2A9
Phone: 250-377-8673 Fax 250-372-5048
Email: jtomlin@tnrd.ca

DISTRICT OF BARRIERE

PO Box 219
4936 Barriere Town Road
Barriere, BC V0E 1E0
Phone: 250-672-9751 Fax: 250-672-9708
Email: inquiry@barriere.ca

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

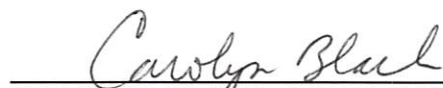
THOMPSON-NICOLA REGIONAL DISTRICT,
by its authorized signatories:

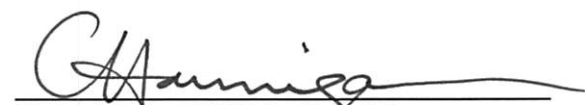


JOHN RANTA, BOARD CHAIR

DISTRICT OF BARRIERE
by its authorized signatories:



VIRGINIA SMITH, MAYOR

CAROLYN BLACK, CORPORATE OFFICER

COLLEEN HANNIGAN, CAO

CA
8



**THOMPSON-NICOLA REGIONAL DISTRICT
STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT**

**DISTRICT OF BARRIERE
SCHEDULE "A"
SERVICES AND SPECIAL PROVISIONS – Page 1**



The District of Barriere will perform the following services throughout the term of this Agreement:

FIRE PROTECTION SERVICE

1. The Fire Protection Service shall be provided within the Local Service Area on a 24-hour basis from the District Fire Hall, utilizing apparatus and equipment contained therein and provided by the District Fire Department.
2. The District Fire Department resources in the Local Service Area under this agreement will be under the sole direction of the District Fire Chief.
3. The District is deemed to be the "Authority Having Jurisdiction" as per the Playbook and will train pursuant to the British Columbia Fire Service Minimum Training Standards.
4. The number of firefighters and the type of apparatus and equipment deemed necessary to provide adequate Fire Protection Service is at the sole discretion of the District Fire Chief or designate. Provision of additional fire apparatus or equipment shall be at the sole discretion of the Fire Chief and may be limited in such a manner not to breach the responsibility to residents and property owners within the Local Service Area and its insurers.
5. The Fire Chief will have control, direction and management of all firefighting personnel and apparatus and of all fire protection and safety measures at a fire in the Local Service Area. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of a premise or premises in the Local Service Area in an emergency arising from an imminent fire or explosion, where in the Fire Chief's sole discretion there is a danger to life or property, and may order the demolition of any building or part of a building in order to prevent the spread of a fire or damage to person or property.
6. The Fire Chief may order the suspension of the use of water in the Local Service Area for purposes other than firefighting during an emergency.
7. In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of personnel and apparatus of the District Fire Department. The District shall not be held liable in any manner whatsoever for the decision of the Fire Chief concerning this provision.
8. The Fire Protection Service provided by the District will be dependent on the water available at the site of the fire incident.
9. The Fire Chief, by request to the Regional District and on approval of the Regional District, may inspect property for hazardous conditions.
10. The Regional District will not be obliged to provide water, pipeline, hydrant and similar facilities to the Local Service Area.

CH
81



**THOMPSON-NICOLA REGIONAL DISTRICT
STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT**

**DISTRICT OF BARRIERE
SCHEDULE "A"
SERVICES AND SPECIAL PROVISIONS – Page 2**



CONDITIONS OF SERVICE

1. The District and the Regional District acknowledge that where applicable, neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Local Service Area, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Local Service Area.
2. Inspection of existing buildings and new construction within the Local Service Area is the responsibility of the Regional District where applicable.
3. The Regional District will be responsible for providing current mapping that shows house points and roads within the Local Service Area receiving Fire Protection Service and it shall be the Regional District's responsibility to ensure the accuracy of the mapping and to provide updates as new developments or changes occur.
4. The District Fire Department may not respond to areas where access routes do not provide roads/culverts/bridges sufficient to support firefighting apparatus, where access routes are not clear of ice and snow, or where there is a lack of turn around facilities for any dead end portion of an access road more than ninety (90) metres in length.
5. The Regional District delegates authority to the District and members of the District fire department to enter private land for the purposes of firefighting and fire protection as set out in this Agreement, the Fire Services Act and in the District's fire operation bylaws, policies, guidelines, etc.

CA
8



**THOMPSON-NICOLA REGIONAL DISTRICT
STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT
DISTRICT OF BARRIERE**



**SCHEDULE "B"
PAYMENT RATES**

Throughout the term the TNRD will pay the District of Barriere the following for performance of the services outlined in this Agreement:

OPERATING – PAYMENT RATES		
Year 2018		\$42,000
Year 2019		\$42,840
Year 2020		\$43,700
Year 2021		\$44,575
Year 2022		\$45,470

The above payments are based on the operating budget submission for 2017 and represent the TNRD's contribution of approximately 33%, which is the amount representing the regional district's share of operational cost of the service.

Future years are based on an anticipated inflation of 2% per annum, using 2017 as a base year.

Should proportionate assessment values as reported by BC Assessment change significantly during the above years then either party may ask to have the scheduled payments adjusted to more accurately reflect the TNRD's share of operational costs.

Contributions to capital infrastructure or significant additional costs not anticipated in the 2017 budget submission adjusted for inflation that may arise directly related to the services during the term may be negotiated separate from this agreement.

CH
A



**THOMPSON-NICOLA REGIONAL DISTRICT
STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT
DISTRICT OF BARRIERE**

**SCHEDULE "C"
LIABILITY INSURANCE**





WORKING TO MAKE A DIFFERENCE

Assessment Department Location

Mailing Address

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Thompson-Nicola Regional District
300-465 Victoria Street
KAMLOOPS, BC V2C 2A9

April 20, 2017

**Person/Business : DISTRICT OF BARRIERE
053582 AQ(057)**

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **July 01, 2017**.

This firm has had continuous coverage with us since December 30, 1968.

Employer Service Centre
Assessment Department

Clearance Reference # : C129518696
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

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.

Revenue Anticipation Borrowing Bylaw

DRAFT 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 day of , 2025.

READ A SECOND TIME this day of , 2025.

READ A THIRD TIME this day of , 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: 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.



DRAFT 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.

3. 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 Financial Officer.
4. All ICIP funds received or so much thereof as may be necessary shall, when collected, be used to repay the money so borrowed.
5. Any money so borrowed shall be paid before December 31, 2026.

READ A FIRST TIME this day of , 2025.

READ A SECOND TIME this day of , 2025.

READ A THIRD TIME this day of , 2025.

RECONSIDERED ADOPTED this day of , 2025.

Rob Kerslake, Mayor

Tasha Buchanan, Corporate Officer

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: November 17, 2025	File: 5c
To: Council	From: Chief Administrative Officer
Re: Repeal Street Lighting Service Bylaw – 3 Readings	
Recommendation: THAT Council gives first three readings to Street Lighting Utility Billing Service Repeal Bylaw No. 264.	

Purpose

For Council to consider repealing the current Street Lighting utilities bylaw and utility billing service, and aligning future related revenues to property taxation from utility billing.

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. Solid Waste Regulation Bylaw – needs to be updated and greatly expanded upon.
2. 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.
3. Water Regulations Bylaw – Draft updated Bylaw and Report included 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.

Street Lighting Service – Background

The District's street lighting service and related fees and charges were established in May of 2009 after the incorporation of the District in December of 2007 through the "District of Barriere Street Lighting Bylaw No. 45" (see attached). This Bylaw No. 45 transitioned the previous improvement district's bylaw No. 190, from 1999 into a municipal one.

Since incorporation all fees and charges for street lighting have been charged to individual properties through the District's quarterly utility bills.

In November of 2013, Council adopted Fees and Charges Bylaw No. 73 which incorporated all fees and charges related to streetlighting since that time.

The current charges for Street Lighting are:

Residential: \$5.78 per month (so, \$17.34 per quarter, or \$69.36 per year)

Commercial: \$7.04 per month (so, \$21.12 per quarter, or \$84.48 per year)

Across the District, this equates to roughly \$70,000 per year collected in revenue through utility bills dedicated to the street lighting service.

Proposed Alignment

As Council is aware, the fees recovered for the purpose of street lighting are in need to be aligned with current legislated requirements. Although the *Community Charter* provides some flexibility to Council to establish certain fees and charges for specific services to properties such as water, wastewater, or solid waste rates, the same is not true for general services that are not attached to individual properties. So, as the District's street lighting service is not attached to individual properties but rather serves the community as a whole by providing for the lighting of the public roadway system it should not be considered as a utility service for individual properties.

Compared to these utility services that are attached to individual properties, a street lighting service is commonly attached to the general roads service and as such should be handled the same way as the road service when it comes to revenue collection from the community to fund such a service.

These general services are primarily funded by general taxation through the property tax bills issued once a year, generally in May.

So, what does this mean?

At this point, a shift from utility bills to property taxes for the street lighting service is required to remain within the compliance of the Community Charter, which would be effective as of the March 2026 Utility Billing cycle. By making this change early in 2026, there will be no impact to the 2025 finances and utility cycles for the District and its residents and provides reasonable timelines for staff to adjust the systems and to communicate these changes to the rate and tax payers.

The following impacts would be recognized in 2026 however:

1. Budget 2026: a shift of roughly \$70,000 from street lighting revenue to taxation revenue.
2. Utility Bills: As of the March 2026 billing cycle, a reduction for residential properties on their quarterly billing of \$17.34 per quarter. In total \$69.36 reduction over the year. For commercial properties, \$21.12 reduction per quarter or \$84.48 reduction per year.

3. Property Taxes: under the 2025 tax rates and percent of burden distribution, this would result in the following changes to the different rate classes:

Class	Category	2025 - % of Burden*	2025 - Current Yield*	Additional Yield based on 2025*	Total Yield based on 2025 rates*
1	Residential	75.88%	\$878,503	\$53,114	\$931,617
2	Utilities	0.95%	\$10,976	\$664	\$11,640
4	Large Industrial	2.66%	\$30,834	\$1,864	\$32,698
5	Small Industrial	2.95%	\$34,192	\$2,067	\$36,259
6	Business	17.43%	\$201,833	\$12,203	\$214,036
8	Rec/Non-Profit	0.11%	\$1,256	\$76	\$1,332
9	Farm	0.02%	\$198	\$12	\$210
TOTAL		100.00%	\$1,157,792	\$70,000	\$1,227,792

*Does not include any other adjustments Council may make in 2026 during the budget process to tax rates or % of Burden allocation.

If the tax rates and burden allocation remained the same in 2026, per \$100,000 of assessed residential property value, the increase per year would be roughly \$14.61. The average residential property in Barriere in 2025 was assessed at \$383,000, which would result in a \$55.95 tax increase for the year. This is effectively a reduction of \$13.41 per year for the average residential property per year when considering the previous utility bills.

For a business class property, for \$100,000 assessed value, the increase would be \$35.79 in taxation. The average business class property in 2025 was assessed at \$467,000, and as such, the average property would see an increase of \$167.13 per year under the same rates and burden allocation as in 2025. This is effectively an increase of \$82.65 per year for the average commercial property per year when considering the previous utility bills.

For industrial properties, for \$100,000 assessed value, the increase would be roughly \$49.81 per \$100,000 of assessed value. Large Industry had an average value of \$1,248,000, and as such would see an increase of \$621.65 (\$537.17 above current utility bills); while Small Industry had an average assessed value of \$1,038,000 and as such would see an increase of \$517.05 (\$432.57 above current utility bills).

Summary

Council is asked whether to provide first 3 readings to the Street Lighting Utility Billing Service Repeal Bylaw at this time. If Council provides these readings, the bylaw could be presented for adoption at the December 15, 2025, meeting.

An effective date has been added to the bylaw of January 31, 2026, which would end the street lighting service on that date. As utility bills are prepared over the winter holiday season and will be dated December 31, 2025, by providing an extra month to adjust for any last-minute billing challenges that may occur, this late January date will provide staff with some flexibility to close out the billing for the utility accounts.

Staff will provide updates to rate payers through the utility billing cycle at the end of 2025 as well as in the first billing cycle of 2026. Other communication channels may also be used on an as needed basis.

Benefits or Impact

General

The proposed repeal bylaw would allow the District to align the street lighting service and charges with legislation.

Finances

If adopted, there would be a shift of roughly \$70,000 in utility billing revenue to general taxation revenue in 2026. Further financial changes for rate and tax payers are outlined in the report. Council may adjust property tax rates and burden allocation as part of the 2026 budget process. Currently, \$55,000 of regular hydro charges are allocated as expenses in the 2025 budget. In addition, there are other administrative costs and costs of new lights as needed. BC Hydro is also working on a rate review which has indicated some additional costs to the District are possible.

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 December 15.
- Most of the utility-related bylaws should be adopted by early 2026 to align with the budget cycle.
- The Fees and Charges bylaw will be formally amended in 2026 to remove the Street Lighting fees and references.

Attachments

- Draft Bylaw No. 264 – Street Lighting Utility Billing Service Repeal Bylaw
- Current Bylaw No. 45 – Street Lighting Bylaw

Recommendation

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

Alternative Options

1. Council could amend the bylaw.
2. Council could choose not to select general taxation as a method of cost recovery and for example ask staff to shift towards flat fee parcel taxes.
3. Council could choose not to repeal the Street Lighting Bylaw at this time. This is not recommended as the current bylaw and practices are not aligned with the *Community Charter*.

Prepared by:

D. Drexler, Chief Administrative Officer

DISTRICT OF BARRIERE
DRAFT 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, second, and third time this _____ day of _____, 20____.

Finally adopted this _____ day of _____, 20____.

Mayor – Rob Kerslake

Corporate Officer – Tasha Buchanan

THE DISTRICT OF BARRIERE

BY-LAW NO. 0045

A By-law to regulate street lighting and levy a fee for the street lighting service

WHEREAS pursuant to the provisions of the *Community Charter*, S. BC is empowered to impose fees and regulate a local service;

AND WHEREAS the District Council deems it expedient to impose fees and regulate the street lighting services;

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

1. This By-law may be cited for all purposes as "District of Barriere Street Lighting By-law No. 0045, 2009.
2. Definitions:
 - 2.1 In this by-law, unless the context requires otherwise, the following terms have the following meanings:
 - a) Dwelling Unit, means a self-contained set of habitable rooms used or intended to be used as the residence of one family.
 - b) Trade Premise, means any warehouse, factory, store, café, restaurant, wholesale or retail business place, hotel, motel, auto court and any building other than a dwelling unit.
3. The fees shall be as follows:
 - a) Dwelling Unit: \$3.75 per month
 - b) Trade Premise: \$4.95 per month
4. In the event that any account in respect of fees under this by-law remain unpaid by the owner or occupier of the real property to which the service was provided

by the District as of the 31st day of December in any year, such fees shall be deemed by the District to be taxes in arrears in respect of the property and shall be placed on the tax roll for collection by the District in the following year.

5. Street Lighting By-law No. 0190, 1999 is hereby repealed.

Read for a first time this 20th day of April, 2009

Read for a second time this 20th day of April, 2009

Read for a third time this 20th day of April, 2009

Adopted this 4th day of May, 2009

Original Signed by Mayor Fennell
Mike Fennell, Mayor

Original Signed by Wayne Vollrath
Wayne Vollrath, CAO

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: November 17, 2025	File: 5d
To: Council	From: Chief Administrative Officer
Re: Water Regulations Bylaw No. 265	
Recommendation: THAT Council gives first three readings to Water Regulations Bylaw No. 265.	

Purpose

For Council to consider implementing an updated Water Regulations Bylaw for the District.

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:

1. Solid Waste Regulation Bylaw – needs to be updated and greatly expanded upon.
2. 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.
3. Streetlighting Bylaw (and related fees and charges) – The bylaw needs to be repealed for 2026. Any potential reduction in revenue needs to be balanced from another source (i.e. property taxation). – Draft Bylaw and report are 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.

Since the establishment of the new Utility Billing Bylaw, the Water Regulations Bylaw contemplated in this report can now be updated to meet the needs of the District going forward.

Staff have prepared the attached draft Water Regulations Bylaw as a second step to streamline these various utility bylaws. Several sections have been moved into the Utility Billing Bylaw and are no longer needed; however, there were also some other opportunities to include updated language and variations to current practices that may be more beneficial to the District at this time. Staff have also removed redundant and duplicated language where possible.

Proposed Changes

The Bylaw has received a thorough cleanup and consolidation, including two amendments. At the same time, sections within the Bylaw were consolidated based on topic to enhance readability for the end user, for example Cross Connection Control and Backflow Prevention sections were combined. Over time, additional cleanup and amendments may still be needed, but substantial work has now been complete.

Significant contextual changes are listed below and are highlighted in Yellow in the Draft Bylaw:

1. General Provisions (S.3 – primarily S.3.10 and 3.11) –
S.3.10 aligns with feedback received from some of the Official Community Plan discussions and would provide direction to Staff not to allow new private wells on properties where District water systems are readily available. Staff would be authorized to make some exceptions for properties over 1 acre in size and where the water source would be used for agricultural purposes only, but subject to health authority approval. Existing wells would be grandfathered.

S.3.11 – hydrants must remain unobstructed. This is necessary as several properties within the District have planted trees and shrubs to “beautify” the hydrants in front of their property. Staff will try to work with the individual property owners to correct these obstructions.
2. Fees and Charges (S. 5.1) – provided clarity around mobile home parks user accounts. The Owner of the park would be considered the customer for utility billing and account purposes.
3. Standards (S. 7.4) – the minimum depth for water service pipes was adjusted to 1.8m from 2.0 meter based on current practices.
4. Disconnection of Service / Temporary Turn Off (S. 10) – Sections 10.6 to 10.9 were added to provide clear authority to Staff to disconnect or temporarily turn off a water service in certain circumstances, including to perform repairs. It also outlines notification expectations if such a disconnect or turn off must occur.
5. Water Conservation (S. 12) – this section received a full re-write and removes the conservation stages from the main body of the Bylaw while moving them to a Schedule A. This will allow for easier replacement of the Schedule over time as the needs of the District change. In addition, the stages are renamed, starting with a Normal year-round conservation Stage, allowing for automatic transitions to Stage 1-3 based on Provincial drought levels and other environment conditions, and including a Stage 4 for critical system failures. Staff would also be authorized to adjust the stages based on the parameters listed in this section without the need for a Council resolution but rather following the Provincial drought guidelines, requests, or orders. By October 15 of each year, the conservation stage would return to the Normal Stage automatically and no additional notices would be required (unless it's due to a system failure as we experienced this year). Additional information is included below for the Conservation Stage Schedule A.

6. Offenses and Penalties (S. 13) – this section received updates to align with general enforcement practices.
7. Conservation Stages (Schedule A) – Also please see attached visual overview
Normal Stage – adjusted to spell out 3 specific days of the week instead of every second day. The intent is that as Stage 1 is needed, end users only have to remove one day out of their routine instead of adjusting to an entirely new and different schedule. This further works with Stage 2 as another day drops off. In return, an additional hour of watering was included in the draft bylaw per day to make up for the 1 day of allowed watering lost over a 2-week span. Automatic sprinkling was moved to the same days as what the house number aligns with which will help education and enforcement efforts throughout the Normal Stage and Stages 1 and 2. Public School properties have been relabeled as Institutional which now would also apply to other entities (medical, library, etc.), while District properties are shifted to “Following Standard Practices” compared to fixed dates and times. Due to the increase in park spaces that the District manages, the District was already outside of the bylaw to maintain our own parks, trees, etc. needing to water across the week to maintain a reasonable standard that protect our natural assets.

Stage 1 – Provincial Drought Level 3 – primarily due to 30% reduction request from the Province being received – adjustments to 2 days of the week and times as indicated above under the Normal Stage. This also includes underground sprinkling systems. Previous Stage 1 did not articulate restrictions on Institutions, District properties, or Agricultural users, as such, a new section was created to include 30% reduction in water uses for Institutions and the District, and 20% reduction for agricultural users on the District Water System.

Stage 2 – Provincial Drought Level 4 – primarily due to 50% reduction request from the Province being received – adjustments to 1 day of the week and times as indicated above under the Normal Stage. This also includes underground sprinkling systems. Previous Stage 2 did not articulate restrictions on Institutions, District properties, or Agricultural users, as such, a new section was created to include 50% reduction in water use for Institutions and the District, and 35% reduction for agricultural users. In addition, language was added that would allow the public to continue using water in certain circumstances to wash driveways, sidewalks, parking lots, or building exteriors; for example, if these are 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.)

Stage 3 – Provincial Drought Level 5 – 90% reduction order from the Province is received – adjustments to very limited hand watering on same days as under Stage 1 of trees, shrubs, vegetable gardens. Washing of vehicle lights, windshields, and licence plates is also permitted, besides the washing of exterior surfaces if these are 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.). Previous Stage 3 did not articulate restrictions on Institutions, District properties, or Agricultural users, as such, a new section was created to include 90% reduction in water use for Institutions and the District, and maximum reduction for agricultural users but to ensure that livestock and fruit trees / crops are not neglected.

Stage 4 – Systems Failure – This was previously Stage 3 and has been moved to Stage 4 due to the 3 additional provincial stages that were added. This Stage 3 is intended to only be used in circumstances when there is a water shortage due to a systems failure such as a well being inoperable. No outdoor water use is allowed. Livestock and fruit trees / crops would be allowed to be watered on a limited basis for the agricultural users.

The table below summarizes the proposed Stages and adjustments based on Provincial requests (which generally would be the main reason to change stages):

Provincial Level	Provincial Level Name	Provincial Reduction	District Conservation Stage
0	Green – Non Drought	0%	Normal
1	Yellow – Dry	0%	Normal
2	Peach – Very Dry	0%	Normal
3	Orange – Severely Dry	30% - voluntary	Stage 1
4	Red – Extremely Dry	50% - voluntary	Stage 2
5	Maroon – Exceptionally Dry	Maximum - voluntary	Stage 2, if voluntary Stage 3, if mandated by Province

District Conservation Stage 4 would only be used when a major District water systems failure occurs.

Other Bylaw Sections

Although some of the language in the sections listed below may be new or updated, in general, there are no significant context changes compared to how we either currently operate or what the intent of the current bylaws are.

Definitions (S. 2)

General Definitions that apply throughout the bylaw. Some definitions were removed and some were added compared to the original bylaw.

Conditions (S. 4)

This section speaks to the conditions of the water system and the services it provides. For example, S. 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.”

Fees and Charges (S. 5)

This section provides the linkage to the District’s Fees and Charges Bylaw and the previously adopted Utility Billing Bylaw.

Applications and Permits (S. 6)

This section speaks to what type of items are required for an application to connect the physical water service. It also provides direction to utilize construction materials that comply with the Bylaw and the BC Plumbing Code for example (S. 6.7).

Water Meter (S. 8)

This section highlights the requirement for water meters to be installed at the owner’s expense and as applicable to District standards. The property owner will continue to be responsible for the water meter after installation and will be required to replace it over time as it ages out. Depending on the specific circumstances, the District may install an exterior meter pit at the property line. This often can be the preferred solution, especially with larger installations such as a mobile home park or other large multi end-user facility.

Cross Connection Control (S. 9)

As mentioned in the report, this section combines the cross flow connection section and the backflow prevention section from the original bylaw as these items are closely linked.

Inspection (S. 11)

General language that's similar in all bylaws that may require an inspection and to provide authority to staff to enter onto a property for such inspection at all reasonable times.

Schedules, General, and Repeal (S. 14, S. 15, and S.16)

These are general statement required for the bylaw and to include the Schedule A as part of the bylaw. S.16 also repeals the previous bylaw and any amendments thereto.

Summary

In summary, the proposed bylaw captures current District practices and further codifies industry standards in relation to Water Regulations. Next steps would see the remaining utility related bylaws being brought to Council to equally align those with current standards.

Benefits or Impact

General

The proposed bylaw provides clear guidance to staff and the public in relation to the District's Water Utility.

Finances

N/A

Strategic Impact

Priority #3: Create Opportunities for Community Growth

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.

The Results We Want to See:

- a. Present a Wastewater Bylaw for Council consideration in 2025.
- b. Present a Water Bylaw update for Council consideration in 2025.

Risk Assessment

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

Risk Impact: Low

Internal Control Process:

Thorough in-house review and collection of best practice from other municipalities 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 December 15, 2025.
 - Most of the utility-related bylaws should be adopted by early 2026 to align with the budget cycle.
-

Attachments

- Draft Bylaw No. 265 – Water Regulations Bylaw
- Current Bylaw No. 189 – Water Systems Bylaw, and amendments.
- Water Conservation Stages – Visual Overview.
- August 2022 – Province of BC – Dealing With Drought Handbook

Recommendation

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

Alternative Options

1. Council could amend the bylaw.
2. Council could choose not to implement an updated bylaw at this time. This is not recommended as a utility billing bylaw was established recently, and this bylaw needs to be amended/replaced to ensure that there is no conflicting language in place and current best practices are codified.

Prepared by:

D. Drexler, Chief Administrative Officer

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 FCCCH 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 Water 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 Fadear 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 Feadar 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.

**DISTRICT OF BARRIERE
BYLAW NO. 189**

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

WHEREAS Section 24 (2) of the *Local Government Act* states that if a municipality is incorporated, a provision of a bylaw adopted by the regional district that applies to the area continues in force as if it were a bylaw of the municipality until it is amended or repealed by the Council;

AND WHEREAS the Council of the District of Barriere deems it appropriate and necessary to repeal the *District of Barriere Cross Connection Control Bylaw No. 38* as amended, the *District of Barriere Water Restrictions Bylaw No. 39* as amended, the *District of Barriere Waterworks System Bylaw No. 110*, as amended that apply to the municipality and consolidate all three previous bylaws into one;

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

- 1.1 This bylaw may be cited for all purposes as the “*District of Barriere Water System Bylaw No. 189.*”
- 1.2 *District of Barriere Cross Connection Control Bylaw No. 38* as amended, is hereby repealed.
- 1.3 *District of Barriere Water Restrictions Bylaw No. 39* as amended, is hereby repealed.
- 1.4 *District of Barriere Waterworks Bylaw No. 110* as amended, is hereby repealed.

2.0 DEFINITIONS:

- 2.1 “Accessible” shall mean having access thereto but which first may require the removal of access panel, door or similar obstruction;

“After Hours Call Out” shall mean requests for service from the District of Barriere requiring a response after the regular hours of operation and on Statutory Holidays.

“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 into the Waterworks system;

"Base Fee" shall mean the minimum fee for water supply regardless of water use;

"Billing Period" shall mean the period of time over which water is consumed and for which a charge is levied upon each Owner supplied with water by the system;

"Bylaw Enforcement Officer" means an RCMP Officer and/or any of the following District of Barriere staff:

- Chief Administrative Officer
- Bylaw Enforcement Officer
- Utilities Manager
- Utilities Staff (Operators)
- Cross Connection Control Inspector
- 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;

"Connection Fee" shall mean the fees charged for the initial water connection when the connection is at property line;

"Consumption Charge" shall mean the volume of water used multiplied by the Consumption Rate;

"Consumption Rate" shall mean the price of water per cubic meter that is charged to users with a water connection and water meter in accordance with 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 of Barriere 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;

"Contaminant" means 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;

"Cross Connection" means any actual or potential physical connection whereby the District of Barriere 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 Shut Off the service pipe, disconnect it, or remove it;

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

“District” shall mean 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;

“Due Date” shall mean the date the water utility invoice is due which shall be no more than 30 days from the date the invoice was prepared;

“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 & Charges Bylaw” shall mean the most recent District of Barriere Fees & Charges Bylaw and its amendments;

“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;

“Inspect” shall mean an on-site review of the water use, facilities, meters, piping equipment, operating conditions and maintenance records for the purpose of evaluating for conformity with the terms and conditions of this bylaw;

“Inspector” means a person designated by the District of Barriere to inspect and confirm compliance with the regulations of this bylaw;

“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;

“Non-Domestic User” means any Owner of land connected to the Waterworks system that is not using water as a Domestic User;

“Obstructed Water Meter” shall mean that the water meter could not be read due to some action or inaction of the property owner or occupier;

“Occupier” has the same meaning as in the Local Government Act;

“Owner” has the same meaning as in the Local Government Act;

"Parcel" shall mean:

- i) a single area of land with defined boundaries and registered under the provisions of the Land Titles Act; or
- ii) a single area of land with defined boundaries held by way of lease granted by the Federal or Provincial Crown or their agencies.

"Person" includes a corporation, partnership or party, and the personal or legal representatives of a person to whom the context can apply, according to law;

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

"Premises" shall mean any residence, building or structure connected to the water system;

"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;

"Property" shall mean any and all parcels of land contained within the boundaries of the District of Barriere Water System local service area;

"Quarterly" shall mean a three month period within a calendar year, specifically January to March, April to June, July to September and October to December;

"Rate" shall mean the price or sum of money to be paid by any consumer for the quantity of water supplied to them, as measured by a meter, any Monthly or Quarterly charge, or any Flat Rate charge as provided by the Fees & Charges bylaw;

"Readily Accessible" shall mean direct access without the necessity of removing or moving away a panel, door or other similar obstruction;

"Reclaimed Water System" means treated effluent water system that disposes of water from the Waste Water Treatment Plant;

"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;

"Shut Off" means to turn off the water supply by closing a District of Barriere owned valve or by any other means approved by the District of Barriere;

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

"System" shall mean the District of Barriere Water System which includes all 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;

"Technician" means the person or persons authorized by the District to carry out the physical operations and maintenance of the water system under the direction and supervision of the District;

“Temporary Water Use Permit” shall mean a permit issued by the District of Barriere for any persons requesting water from a fire hydrant or standpipe for temporary water use purposes other than emergency fire protection;

“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;

“Trustee” means the Trustee of the District of Barriere or any person authorized by the Trustee to act on their behalf;

“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;

“Unmetered” shall mean a water service without a water meter;

“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;

“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” shall mean an apparatus or device used for measuring the volume of water passing through it;

“Water Service” means works and services provided by the District and include;

- a) supply for consumption or other use;
- b) water connection installation, repair or replacement;
- c) water main extension

“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 any water system operated by the District, including, without limitation, the distribution systems and the intake, reservoirs, and any water treatment facilities, but does not include water servicing on individual properties;

3.0 GENERAL:

- 3.1 The District of Barriere hereby establishes the service of supplying water to the District through the Waterworks system and operating, constructing, maintaining and regulating the Waterworks System.
- 3.2 The District is authorized to establish, maintain and operate a waterworks system and such system shall be managed by the most qualified senior District employee or his/her designate.
- 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 of Barriere.
- 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 In cases of leaky or imperfect pipes on any premises, or other wastage of water, the District shall notify the occupant or owner that the necessary repairs or alterations must be completed within 10 working days. If the necessary repairs or alterations are not completed within the 10 working days, and the conditions of the pipes or fixtures could cause a serious waste of water or damage to property, the District may, without further notice, turn off the water supply to the premises. The water to the premises shall not be turned on again until such repairs or alterations have been made at the occupant or owner's expense and to the satisfaction of the District, and the "Turn-off" and "Turn-on" fees have been paid. No person whose water is turned off pursuant to this section shall have any claim against the District by reason of such discontinuance or supply.
- 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 A minimum of 2.0 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.
- 3.8 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.
- 3.9 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. The cost of installation of a water meter in a meter pit will be the responsibility of the property owners. Property owners not complying with this section will be subject to a water rate fee as indicated in the District of Barriere Fees & Charges Bylaw No. 73, as amended.
- 3.10 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.
- 3.11 The District Technician may enter on any property at any reasonable time for the purpose of inspecting and ascertaining whether the regulations and requirements of this Bylaw are being observed.
- 3.12 No person shall obstruct or interfere with the District Technician in the performance of their duties or the exercise of their powers under this bylaw.

4.0 RATES:

- 4.1 All Rates and charges, as set forth in the Fees & Charges Bylaw including further amendments, are hereby imposed and levied by the District on all water services located within the District Water System Service Area and all such rates shall be payable at the District offices or any other location as specified on the Water Utility Invoice.
- 4.2 All rates and charges shall be billed to the property owner and are the responsibility of the registered owner of that property. Failure to receive billings will not exempt the property owner from liability to pay by the due date or as a valid reason for late payment.
- 4.3 All Rates and charges set forth shall be due and payable and received by the District of Barriere on or before the Due Date. A 5% late payment fee will be automatically levied on all fees not paid by the said due date.
- 4.4 All Rates and charges levied or imposed under the provisions of the Fees & Charges bylaw are a special charge upon the lands or real property in respect of which the water is supplied or used. Any overdue balances as of December 31st in any year shall be applied to annual property taxes in arrears

effective January 1 of the immediately following year in accordance with the requirements of Section 258(1) of the *Community Charter*.

- 4.5 The Rates imposed upon any real property by the Fees & Charges bylaw shall continue to accrue against such real property as long as water is normally being supplied or used or is available for use upon such real property from the system or until such time as an application to Turn Off the water is received from the property Owner.

5.0 CONDITIONS:

- 5.1 The District retains the right to adjust the water supply pressure 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 or interruption of service are to take place.
- 5.2 The District will not be held responsible for any damage incurred as a result of a change or interruption in water supply or pressure.
- 5.3 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.
- 5.4 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.
- 5.5 Any person authorized by the District to enforce this bylaw may inspect the type of backflow preventer, the installation and state of maintenance and repair of same.
- 5.6 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.
- 5.7 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.

6.0 APPLICATION FOR SERVICE CONNECTION AND WATER CONNECTION:

- 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 The District may in the interest of efficient operation of the water system and equitable distribution of water and whenever in its discretion the public interest so requires, suspend or limit the consumption of water from the water system, or may regulate the hours of use, or may further prescribe the manner in which such water may be used.
- 6.3 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 authorization from the District of Barriere Utilities Department in a form 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 as amended. The Owner shall pay the applicable cost for an approved RF 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 District.

- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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 passed 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.
- 6.8 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.
- 6.9 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.
- 6.10 No connection shall be installed or maintained whereby water from an auxiliary water system may enter the District of Barriere Water System or private water system unless such auxiliary water system and the method of connection and use of such system conforms to the requirements under this Bylaw.
- 6.11 The District shall be responsible for the maintenance of the water service from connection at property line to the District's water main. The property owner shall be responsible for the maintenance of the water service on their property, from the connection at property line to their building.
- 7.0 DISCONNECTION / WATER TURN OFF AND TURN ON:**
- 7.1 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.
- 7.2 Once an application is made for water Turn off, the owner shall be responsible for the water service, from connection at property line to their building, including drainage of same.
- 7.3 No person, except the duly authorized agent of the District shall Turn off/Turn on any part of the District Water System, including curb stops.

- 7.4 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.

8.0 WATER RESTRICTIONS:

8.1 PROHIBITION

- a) No person shall use water provided from the District water system for any purpose other than domestic use as outlined in this bylaw.
- b) No person shall damage or allow the deterioration of any devise or mechanism through which water is piped or used for a domestic or commercial purpose, which will result in a waste of water.
- c) No person, being an Owner or Occupier of property in the Water Service Area, shall use water or cause water to be used contrary to the provisions of this bylaw in effect at the time of use.
- d) No person, being an Owner or Occupier of property in the Water Service Area, shall use a soaker hose for the purpose of irrigation.

8.2 BYLAW ENFORCEMENT OFFICER

- a) The Bylaw Enforcement Officer is authorized and empowered to inspect, compel, and require that all the regulations and provisions prescribed in this bylaw be carried out.
- b) 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.
- c) No person shall unreasonably obstruct or prevent a Bylaw Enforcement Officer from carrying out his/her duties prescribed in this by-law.

8.3 DETERMINING RESTRICTIONS

- a) Notwithstanding any other provision of this bylaw it shall be lawful for the Council, when in their opinion, there is, or there is likely to be, a shortage of water, by resolution, to restrict or ration the use of water for all or any purposes by determining the applicable Water Conservation Stage further outlined in Section 8 of this bylaw. Such restriction or rationing shall continue until such time as the Council shall in their discretion, decide that sufficient water is available.
- b) In situations requiring immediate action, Council delegates the responsibility for determining, imposing and lifting the restrictions described in 5 a), to the Chief Administrative Officer.

8.4 NOTICE

- a) The District shall give notice or cause notice to be given of the applicable stage and when it takes effect. Such notice shall be published by means appropriate to the Chief Administrative Officer.

8.5 WATER CONSERVATION STAGES

For the purposes of this bylaw, the Water Conservation Stages are as follows:

STAGE 1 – Year Round – Every Other Day Watering

- a) During Stage 1, no person shall use a watering system to water a lawn, garden, or landscaped area on a property with:
 - i) an even numbered address, except on even days of the calendar between the hours of 7:00am to 9:00am and 7:00pm to 9:00pm.
 - ii) an odd numbered address, except on odd days of the calendar, but excluding the 31st, between the hours of 7:00am to 9:00am and 7:00pm to 9:00pm.
- b) During Stage 1 a person may:
 - i) water gardens, trees, shrubs, flowers and vegetables if watering is done by a drip-irrigation system as defined under this bylaw;
 - ii) water gardens, 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 Stage 1 watering hours and days;
 - iii) 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;
 - iv) water new sod or newly seeded lawn during the first 7 days after installation on any day but only during the prescribed Stage 1 watering hours if prior approval of the District of Barriere is received;
 - v) wash a vehicle with water using a hand held container or hose equipped with a shut-off nozzle;
 - v) wash sidewalks, driveways, parking lots or exterior building surfaces including windows using a hand held container or hose equipped with a shut-off nozzle if prior approval of the District of Barriere is received; and,
 - vi) fill a swimming pool, wading pool, hot tub, garden pond or decorative fountain.
- c) During Stage 1, no domestic use property Owner or Occupier may use an underground, automatic watering system, may water except on Mondays, Wednesdays and Fridays between the hours of 4:00am – 6:00am
- d) During Stage 1 the following uses may irrigate as follows:
 - i) Public Schools properties – Tuesdays and Thursdays between the hours of 12:00am to 5am for a maximum of 30min per watering zone.
 - ii) District owned parks and playgrounds – Mondays, Wednesdays and Fridays between the hours of 12:00am to 5am for a maximum of 30min per watering zone.

STAGE 2 – Implemented in Times of Stress on the Water System – Hand Watering Only

- a) During Stage 2, no person shall
 - i) water a lawn;
 - ii) use a sprinkler or irrigation system to water a garden, trees, flowers, or shrubs;

- iii) wash driveways, sidewalks, parking lots or exterior building surfaces.
- b) During Stage 2 a person may:
 - i) 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 Stage 1 watering hours and days;
 - ii) water trees, shrubs, flowers and vegetables if watering is done by a drip irrigation system as defined in this bylaw;
 - iii) 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;
 - iv) wash a vehicle with water using a hand-held container or hose equipped with a shut-off nozzle and at commercial car washes;
 - v) top-up or add to a swimming pool, wading pool, hot tub, garden pond or decorative fountain.

STAGE 3 – For Extreme Situations – In Home Water Use Only

- a) During Stage 3, no person shall:
 - i) water a lawn.
 - ii) water gardens, trees or shrubs, including newly seeded or sodded lawns, newly seeded or planted gardens, trees or shrubs;
 - ii) fill or top-up a swimming pool, hot tub or garden pond;
 - iii) wash a vehicle, except at a commercial car wash;
 - iv) wash sidewalks, driveways, parking lots or exterior building surfaces.
- b) During Stage 3 a person may:
 - i) operate a swimming pool, wading pool, hot tub, garden pond or decorative fountain provided it only uses re-circulated water.

9.0 WATER METER TESTING:

- 9.1 If the District or an Owner questions the accuracy of the record of a Water Meter, the party questioning the accuracy of the meter shall procure a qualified professional to remove and test the Water Meter at their cost.
- 9.2 If the test performed under Section 9.1 that is initiated by the Owner, discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the District shall confirm the findings and if confirmed, reimburse to the Owner the billed costs associated with the meter's removal, testing and repair or replacement.
- 9.3 If the test performed discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the District shall adjust the Owner's water bill by the amount of the inaccuracy for a period not exceeding three (3) months. The adjustments shall only apply to the current Owner or Owners of the property, not to any previous Owners.

10.0 TESTING & MAINTENANCE OF BACKFLOW PREVENTION ASSEMBLIES:

- 10.1 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.
- 10.2 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.
- 10.3 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 No. 95 and its amendments.
- 10.4 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.

11.0 PROHIBITIONS:

- 11.1 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 section applies to all fire hydrants, stand pipes and any other appurtenances connected to the District Waterworks System.
- 11.2 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.
- 11.3 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, stand pipes or curb stops.
- 11.4 No customer shall install water dependent cooling systems in commercial, industrial, institutional or residential applications without first receiving approval from the District.
- 11.5 No pump, booster or other device shall be employed by any consumer 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.
- 11.6 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.
- 11.7 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.

- b. sell any water without the permission of Council by resolution which may contain conditions including, but not limited to, a requirement for a valid District of Barriere Business Licence.

11.8 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.

11.9 Notwithstanding the lack of or limited form of sprinkling regulations, no person shall:

- a) Use water for sprinkling in excess of reasonable requirements;
- b) Use more than two (2) outlets at one time for sprinkling purposes, neither of which said outlets shall exceed 13 mm in diameter;
- c) Use an open pipe or hose for sprinkling purposes;

12.0 CROSS CONNECTION CONTROL:

12.1 WATER SUPPLY AND PRESSURE

- a) The District of Barriere does not guarantee pressure or continuous supply of water, or accept responsibility at any time for the maintenance of pressure in its water mains or for increases or decreases in pressure. The District of Barriere reserves the right at any and all times, without notice, to change operating water pressure and to shut off the water supply for the purposes of making repair, extensions, alterations or improvements, or for any other reason, or to increase or reduce pressure.
- b) The District of Barriere, its officers, employees or agents shall not incur any liability of any kind what so ever by reason of the cessation in whole or in part of water pressure or water supply, or changes in operating pressures, or by reason of the water containing sediments, deposits, or other foreign matter.
- c) Where steam or hot water boilers or other equipment is fed with water by pressure directly from the waterworks system, the District of Barriere 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.

12.2 INSPECTION

12.2.1. The District of Barriere and/or a Building Inspector shall be entitled, at its 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 of Barriere 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 of Barriere Cross Connection Control Program.
- c) Inspect the type of backflow preventer, the installation and state of maintenance and repair of the same;

12.2.2 No person shall turn on a waterworks valve to provide water 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 Inspector and/or the District of Barriere.

12.3 CONDITION OF SERVICE

- a) Water Service supplied by the District of Barriere waterworks system to a customer shall only be provided where, in the opinion of the District of Barriere, the waterworks system has been

effectively protected from any actual or potential cross connections existing at or within the customer's private water system.

12.4 CONTAMINATION

- a) 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 of Barriere 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.

12.5 CROSS CONNECTIONS AND BACKFLOW PREVENTION

- a) No owner or other person shall permit the introduction of any contaminant or foreign matter whatsoever into any private water system that is connected to the waterworks system.
- b) Where the District of Barriere or Authorized Agent determines that there exists a connection or cross connection prohibited by this Bylaw and/or the District of Barriere 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.
- c) 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 of Barriere Cross Connection Control Program (Policy).
- d) The owner or customer shall install a type of backflow preventer commensurate to the degree of hazard and that is approved by the District of Barriere on the private water system at the location of the service connection from the waterworks system or other location(s) approved by the District of Barriere.
- e) Notwithstanding anything contained herein if, in the opinion of the District of Barriere, 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.
- f) 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 of Barriere Cross Connection Control Program and all other applicable bylaws.
- g) Where any condition is found to exist which, in the opinion of the District of Barriere, constitutes a cross connection with the waterworks system, the District of Barriere or Trustee shall either:
 - i. Shut 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 proper to the water service(s) being turned on;
 - ii. 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 of Barriere may then discontinue water service or services;
 - iii. Install an approved backflow prevention assembly at the service connection with all costs being charged to the owner or customer.

- h) Any person whose water has been turned off pursuant to this Bylaw shall not have the water from the District of Barriere waterworks system turned on until all requirements of the District of Barriere have been met and the owner or customer has paid to the District of Barriere all costs associated with the shut off/turn on of water service, the cleanup of contamination and the customer's default under this section has been remedied.

12.6 TESTING AND MAINTENANCE OF BACKFLOW PREVENTION ASSEMBLIES

- a) The owner or customer will provide to the District of Barriere within thirty (30) days of initial installation, repair or relocation of an approved backflow prevention assembly a backflow assembly test report from a Certified Backflow Assembly Tester confirming the following:
 - i. The installation date of the Approved Backflow Prevention Assembly;
 - ii. The specific location of the assembly and what cross connection or hazard it is intended to isolate;
 - iii. The manufacturer, model, size and serial number of the backflow preventer installed; and
 - iv. That it is an approved backflow prevention assembly, installed correctly and in proper operating condition.
- b) 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 required by the District of Barriere.
- c) Where an owner or customer fails to have an Approved Backflow Prevention Assembly tested, the District of Barriere may notify the owner or customer that the backflow assembly must be tested with ninety-six (96) hours, or within a specified period. If the customer fails to comply with such notice the District of Barriere or Trustee shall discontinue the water service or services and may be subject to penalties listed under this Bylaw.
- d) Where there is a visible or other indication that a backflow preventer is malfunctioning, it is the responsibility of the owner or customer to immediately notify the District, and is further to stop using the private water system until the backflow preventer is replaced or repaired or re-tested. This includes but it is not limited to damage by: freezing, hot water, fire or otherwise due to neglect.

12.7 COMMERCIAL AND AGRICULTURAL IRRIGATION USE AND TURN ON

- a) Where a cross connection exists between the District of Barriere 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:
 - i. No person except the duly authorized agents of the District of Barriere shall turn on an agricultural irrigation system.
- c) 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.
- e) 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.

12.8 TEMPORARY SERVICE CONNECTION AND FIRE HYDRANT USE

- a) No person shall connect, cause to be connected, or allow to remain connected, any piping, fixture, fitting, container or appliance to a Fire Hydrant, stand pipe or any other temporary service connection:
- b) In a manner which, under any circumstances, may allow water, wastewater or any liquid or substance of any kind to enter the District of Barriere Cross Connection Program; and
- c) Without using an Approved Backflow Prevention Assembly which has been approved and installed in accordance with the District of Barriere Cross Connection Program; and
- d) Without first obtaining a Fire Hydrant Use Permit.
- e) Any person who violates this section will be refused access to water service through the use of a Fire Hydrant or temporary service connection and may be subject to penalties listed under this Bylaw.

12.9 AUXILIARY WATER SUPPLIES

- a) No connection shall be installed or maintained whereby water from an auxiliary water system may enter the waterworks system or customer's private water system unless such auxiliary water system and the method of connection and use of such system have been approved by the District.

13.0 OFFENCES 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:
 - a) A fine in accordance with the most recent Bylaw Notice Enforcement Bylaw No. 95 and its amendments if information with regard the infraction is laid by means of a Notice; or
 - b) 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.

14.0 COST RECOVERY:

- 14.1 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, is subject to being required to pay all or part of the costs of remediation, repair and/or replacement of any part of the Waterworks System resulting from such contravention.

15.0 SEVERABILITY:

- 15.1 If any section, subsection, or paragraph of this Bylaw is found invalid by a decision of a Court or competent jurisdiction, this decision shall not affect the validity of the remaining portions of this bylaw.

READ A FIRST TIME this 16th day of November, 2020
READ A SECOND TIME this 20th day of December, 2020
READ A THIRD TIME this 20th day of December, 2020
ADOPTED this 11th day of January, 2021

Original signed by,
Mayor Ward Stamer

Original signed by,
Tasha Buchanan, Corporate Officer

DISTRICT OF BARRIERE

BYLAW NO. 219

A BYLAW TO AMEND

“District of Barriere Water System Bylaw No. 189”

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

1. “*District of Barriere Water System Bylaw No. 189*”, is hereby amended by the replacing the following section:

6.11 The District shall be responsible for the maintenance of the water service from connection at property line to the District’s water main. The property owner shall be responsible for the maintenance of the water service on their property, from the connection at property line to their building.

with:

6.11 The District shall be responsible for the maintenance of the water service from the center of curb stop to the District’s water main. The property owner shall be responsible for the maintenance of the water service, from the center of curb stop to their building.

2. This Bylaw shall be cited for all purposes as “*District of Barriere Water System Bylaw No. 189, Amendment Bylaw No. 219.*”

Read for a first time the 9th day of May, 2022

Read for a second time the 9th day of May, 2022

Read for a third time the 9th day of May, 2022

Adopted on the 24th day of May, 2022

Original signed by, _____
Mayor Ward Stamer

Original signed by, _____
T. Buchanan, Corporate Officer



BYLAW NO. 240

DISTRICT OF BARRIERE

A BYLAW TO AMEND DISTRICT OF BARRIERE WATER SYSTEM BYLAW NO. 189

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

1. This bylaw may be cited for all purposes as the “*District of Barriere Water System Bylaw No. 189, Amendment Bylaw No. 240.*”

2. Section 8.5 “WATER CONSERVATION STAGES” is amended by adding the following subheading:

“PROVINCIAL DROUGHT LEVEL RESPONSE that applies to the District of Barriere

- a) During a Provincial Drought Response that applies to the District of Barriere imposed under Section 8.3 of this bylaw, no person shall use a watering system to water a lawn, garden, or landscaped area on a property with:
- i) an even numbered address, except on Tuesdays and Saturdays between the hours of 7:00am to 9:00am **OR** 7:00pm to 9:00pm.
 - ii) an odd numbered address, except on Wednesdays and Sundays, between the hours of 7:00am to 9:00am **OR** 7:00pm to 9:00pm.
- b) During a Provincial Drought Level response that applies to the District of Barriere imposed under Section 8.3 of this bylaw, a person may:
- i) 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 Stage 1 watering hours and days;
 - ii) water trees, shrubs, flowers and vegetables if watering is done by a drip irrigation system as defined in this bylaw;
 - iii) 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;
 - iv) wash a vehicle with water using a hand-held container or hose equipped with a shut-off nozzle and at commercial car washes;
 - v) top-up or add to a swimming pool, wading pool, hot tub, garden pond or decorative fountain.

- c) The District of Barriere Public Works Manager and/or Chief Administrative Officer may adjust the permissions and/or restrictions of this subsection during a Provincial Drought Level Response that applies to the District of Barriere based on Provincial recommendations or special circumstances during a Provincial Drought Level Response that applies to the District of Barriere.
- d) A Provincial Drought Level higher than Level 4 that applies to the District of Barriere, Stage 2 or 3 Water Restrictions may be imposed by resolution of Council.

READ FOR A FIRST TIME this 8th day of **April, 2024.**

READ FOR A SECOND TIME this 8th day of **April, 2024.**

READ FOR A THIRD TIME this 8th day of **April, 2024.**

ADOPTED this 22nd day of April, 2024.

Original signed by, _____
Ward Stamer, Mayor

Original signed by, _____
Tasha Buchanan, Corporate Officer

Current Bylaw



Water Conservation Stages

Residential Water Use	Normal	Stage 1 30+% Reduction	Stage 2 50+% Reduction	Stage 3 If Mandated	Stage 4 System Failure
Lawn Watering- Even Civic Address	Tuesdays, Thursdays & Saturdays 6:30am – 9:00am & 6:30pm – 9:00pm	Tuesdays & Saturdays 6:30am – 9:00am & 6:30pm – 9:00pm	Saturdays 6:30am – 9:00am & 6:30pm – 9:00pm	✗	✗
Lawn Watering- Odd Civic Address	Monday, Wednesdays & Fridays 6:30am – 9:00am & 6:30pm – 9:00pm	Mondays & Fridays 6:30am – 9:00am & 6:30pm – 9:00pm	Fridays 6:30am – 9:00am & 6:30pm – 9:00pm	✗	✗
Underground Automatic Systems	3:30am–6:00am Allowed during above “Normal Stage” days	3:30am –6:00am Allowed during above “Stage 1” days	3:30am–6:00am Allowed during above “Stage 2” days	✗	✗
Handheld Watering – Garden & Trees	✓	✓	Allowed during “Normal Stage” days and hours	Allowed during “Stage 1” days and hours	✗
Drip Irrigation System	✓	✓	Allowed during “Normal Stage” days and hours	Allowed during “Stage 1” days and hours	✗
Vehicle Washing	✓	✓	✓	Health & Safety Only	✗
Outdoor Surfaces	✓	✓	Health & Safety Only	Health & Safety Only	✗
Pools/Fountains	✓	Top-Up Only	Top-Up Only	No Fill and/or Top-Up	✗
Institutional	Tuesdays & Thursdays 12:00am–5:00am	30% Reduction	50% Reduction	90% Reduction	✗
Agricultural	Normal	20% Reduction	35% Reduction	Essential only	Essential only



Indicates use allowed at any time



Indicates use prohibited

www.barriere.ca
inquiry@barriere.ca
250-672-9751

Dealing with Drought

A Handbook for Water Suppliers in British Columbia

Updated August 2022



Acknowledgements

This handbook was originally prepared in 2004 under the direction of the Deputy Ministers' Committee on Drought. Technical content and review was provided by the Inter-ministry Task Force on Drought, including: Ministry of Agriculture, Food and Fisheries; Ministry of Community, Aboriginal and Women's Services; Ministry of Forests; Intergovernmental Relations Secretariat; Ministry of Health Services; Land and Water British Columbia, Inc., Ministry of Public Safety and Solicitor General; Ministry of Sustainable Resource Management; and Ministry of Water, Land and Air Protection. The advice and support of the Union of British Columbia Municipalities is gratefully acknowledged.

Legal Disclaimer

The information provided in this handbook is offered as a public service. Many factors may influence water supply availability. Without being limited to the following, several examples might be geography, the existence of microclimates, storage capacity, and population demands. As a result, the information in this handbook is of necessity general in nature and should not be relied upon as specific advice for responding to particular circumstances. You will have to review your particular circumstances and then determine whether the suggestions in this handbook are appropriate to those circumstances.

Water suppliers, such as local governments, improvement districts, and other authorities, should consider the appropriateness of the suggestions in this handbook and adapt them to suit their specific local conditions and requirements. Plans and bylaws should not be put in place by water suppliers without first receiving appropriate professional and legal advice.

While information provided within this handbook is believed to be accurate at the time of publication, we cannot confirm its currency, accuracy, or completeness or its applicability to or suitability for individual circumstances. Therefore, persons using this handbook should take steps to independently verify the information.

The handbook also contains links to web sites of other organizations. As we do not control those websites, we cannot confirm the information provided by them. The most current update and information provided is current as of August 2022.

British Columbia. Deputy Ministers' Committee on Drought.
Dealing with Drought : A Handbook for Water Suppliers in British Columbia. "August 2022"

Also available on the Internet. ISBN 0-7726-5199-X

1. Water-supply - British Columbia - Management.
 2. Water-supply - Government policy - British Columbia.
 3. Droughts - British Columbia. I. Ministry of Environment. II. Title.
- TD226.B7 B74 2004 363.6'1'09711 C2004-960096-6
© 2016 Ministry of Environment

Copies of this report may be downloaded from:

<http://www2.gov.bc.ca/gov/content/environment/air-land-water/water/drought-flooding-dikes-dams/drought-information>

Cover Photo: Toby Pike, General Manager SEKID - South East Kelowna Irrigation District

Table of Contents

Introduction	1
What is Drought	1
What are the Effects of Drought.....	2
How is Drought Measured.....	2
Why Prepare for Drought	4
How to Prepare for Drought	4
How to Minimize the Impacts of Drought.....	4
Government Agencies Role in Drought.....	6
Local Government	6
Provincial Government.....	6
Federal Government.....	7
Appendix 1: Local Drought Management Teams.....	8
Recommended Guidelines.....	8
Appendix 2: Drought Planning Templates.....	10
Introduction	10
2-1 Drought Level and Response Matrix	11
2-2 Drought Management Plan Template.....	12
2-3 Water Supply and Demand Analysis Template	13
2-4 Water Conservation Plan Template.....	18
Appendix 3: Emergency Drought Planning	20
Emergency Response and Contingency Planning for Small Water Systems	20
Appendix 4: Example Bylaws	21
Example 1	23
Example 2	26
Appendix 5: Drought Resources.....	27

Introduction

The impacts of climate change coupled with severe droughts in 2003 and 2015 has led to the creation of the BC Drought and Water Scarcity Response Plan and this document, *Dealing with Drought and Water Scarcity: A Handbook for Water Suppliers in BC*. This handbook was prepared for the province and its communities with a two-part vision:

- to provide proactive drought management goals to help prevent the onset of drought conditions, and
- to assist and support water suppliers with assessing, planning, and responding to drought conditions and coordinating internal and external communications.

The goals and responses outlined in the handbook are based on requirements brought in under the *Water Sustainability Act* (WSA) in February 2016 and the *Drinking Water Protection Act*.

The province has taken a lead role in drought management, providing water supply monitoring and forecasting, effective communication, and tools and templates. Water suppliers may use the tools provided by the provincial government and customize their responses and actions to accommodate the major water demands in their area. This Handbook is just one part of a comprehensive water management strategy. Additional steps towards protecting drinking water and aquatic ecosystems and ensuring sustainable community growth are also critical.

The resources and templates included in the appendices are intended to assist water suppliers with increasing their knowledge and understanding of local water supplies, implementing conservation measures, and making decisions about appropriate actions and responses to specific drought levels as defined in the [BC Drought and Water Scarcity Response Plan](#). It is important to note that the Province's ability to regulate water during drought is not dependent on an area's drought level.

What is Drought

Drought is the result of natural variability of climatic conditions. Dry areas of the Province like the Okanagan and Nicola valleys and Gulf Islands have challenges supplying sufficient water to meet demand even during normal years. Depending on the severity of the drought conditions these and other areas of the Province may experience significant adverse effects from drought. Drought can occur when there is a combination of sustained low precipitation and high rates of evaporation, resulting in:

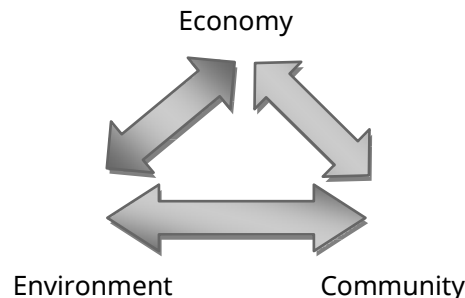
- low water flows in streams, and/or
- low water storage levels, e.g., wells, reservoirs, lakes.

In BC, drought may be caused by natural influences resulting from low snowpack, hot and dry weather, a delay in spring or fall rains, or by a combination of these factors. In addition

to climate, our water supplies are affected by how much we use. With a growing population, increased demands are placed on water supplies, causing greater stress on water resources and intensifying the effects of drought conditions.

What are the Effects of Drought

Drought affects communities, the environment, and the economy through a reduction of water for communities, agriculture, and industry. Drought also affects the sustainability of aquatic ecosystems.



- Lower water levels may increase concentrations of nutrients or contaminants, leading to poor water quality.
- With less available potable surface water, people may make heavier draws on groundwater wells and springs.
- Water that is necessary for biological or industrial production processes may be reduced, and agriculture and industry users may lose the ability to produce crops or provide goods and services to communities of the province, impacting the health and economy of an area.
- Coping with the effects of reduced supplies may cause chronic stress for some individuals and negatively affect the social fabric of a community.
- Drought conditions will also increase the risk of forest fires and limit water supplies for firefighting.
- Lower stream flows and the corresponding increased water temperatures threaten the survival of many fish and aquatic species.

How is Drought Measured

By being familiar with local climate and water supplies, a community can anticipate and prepare for drought and “stressed” systems. To determine if your water supplies are stressed by drought, examine your supplies for one or more of the following conditions:

- streamflows are significantly lower than the recorded average,
- water quality does not meet ambient water quality guidelines,
- key habitat factors, such as temperature, quality, cover, substrate, and accessibility – all necessary to sustain a biologically diverse community – are degraded,
- typical seasonal demands cannot be fully met,

- water restrictions are currently in place, and anticipation of increasing severity of restrictions exists, or
- water use conflicts have arisen.

To assist suppliers, the Provincial Government monitors precipitation and streamflows across the province and posts regular updates to the [River Forecast Centre website](#) and [Drought website](#). The drought levels and their corresponding objectives and suggested water use targets are summarized in Table 1. General responses applicable to each level have been provided in the Drought Levels and Responses Matrix ([Appendix 2-1](#)).

Table 1. Drought Levels Summary

Level	Impacts	General Response Measures	
0	There is sufficient water to meet socio-economic and ecosystem needs	Preparedness	
1	Adverse impacts to socio-economic or ecosystem values are rare	Conservation	
2	Adverse impacts to socio-economic or ecosystem values are unlikely	Conservation Local water restrictions where appropriate	
3	Adverse impacts to socio-economic or ecosystem values are possible	Conservation Local water restrictions likely	
4	Adverse impacts to socio-economic or ecosystem values are likely	Conservation and local water restrictions Regulatory action possible	
5	Adverse impacts to socio-economic or ecosystem values are almost certain	Conservation and local water restrictions Regulatory action likely Possible emergency response	
Loss of Community Supplies	Ensure health and safety	Follow the steps of your Emergency Response and Contingency Plan. Allocate water on a per capita basis, no outdoor or summer usage, no potable water used on landscapes, monitor compliance, seek and use alternative supplies	Declare emergency situation, provide frequent updates through all forms of media on necessary actions

Why Prepare for Drought

Managing community water supplies is a local government and local water supplier responsibility. Planning will help your community to:

- protect community water supplies for drinking water, sanitation, and fire protection;
- protect fish and aquatic ecosystems; and
- sustain industrial development and economic activity.

How to Prepare for Drought

In order to assess risk and respond to drought, a water supplier may wish to establish a local drought management team. Recommendations for the team building process are provided in [Appendix 1](#). Be sure to include people from all the relevant local water user groups on the team. A team may:

- gather all the available drought information for your community,
- identify information gaps,
- target water management needs,
- implement water conservation strategies,
- provide support to local government in managing community water supplies, and
- communicate with the public.

Many steps may need to be taken to accomplish these goals, and suggestions for actions and responses are described below and in Appendices 1 to 5.

How to Minimize the Impacts of Drought

One of the most important ways to minimize the impacts of drought is developing or becoming a part of a local drought management team (Appendix 1). In order to plan for and respond to drought, a local drought management team needs to focus on three main goals:

1) Get to know your water supplies and plan for future droughts

- Assess your local water supply and demand by doing a Water Supply and Demand Analysis ([Appendix 2-3](#)), prepare a Drought Management Plan ([Appendix 2-2](#)), and/or prepare an Emergency Response and Contingency Plan ([Appendix 3](#)).
- Establish a water monitoring system including location, frequency of data collection, and reporting tools.

2) Improve water use efficiency

- In addition to the environmental benefits, reductions in water use translate into lower costs for water supply and sewage infrastructure. It makes economic, environmental, and social sense to conserve water 365 days a year.

- Create a Water Conservation Plan ([Appendix 2-4](#)).
- Establish bylaws for water restrictions ([Appendix 4](#)).
- Communicate and educate – share water conservation and drought management ideas with your community.
- Stop the leaks! Develop leak detection and repair programs for supply systems in every sector (e.g., irrigation pipelines, municipal distribution systems, residences).
- Plant drought-tolerant species.
- Encourage (or regulate through bylaws) the use of water efficient appliances, including washing machines, dishwashers, and ice machines, and water efficient livestock watering systems.
- Encourage proper design and installation of irrigation systems to increase system efficiency.
- Schedule irrigation water using soil moisture monitoring devices or evapotranspiration data. Climate data can be found at www.farmwest.com and www.agr.gc.ca/pfra/drought/index_e.htm
- Install water meters and implement appropriate water rates and pricing.
- Monitor water use to ensure water conservation goals are being achieved.
- Evaluate impacts of drought on the economy of the region to highlight vulnerable sectors.
- Develop reclaimed water initiatives for non-potable water supplies.

3) Communicate, educate, and participate

- A local drought management team can communicate directly with the community about drought management goals, actions, water supply status, and forecasts.
- Check that the goals of the Drought Management Plan correspond to the [BC Drought and Water Scarcity Response Plan](#), the *Drinking Water Protection Act*, and any other applicable legislation or other local water management plans and bylaws. Communicate the benefits of these plans to the public.
- Teams can conduct one-on-one meetings with major water users in the community to discuss the goals of your Drought Management Plan and Water Conservation Plan, and their role in implementing these plans.
- Create water conservation stewardship awards to recognize water saving efforts in your community.

Achieving these goals will require assessment, response, and coordinated communication and conservation education efforts. For more information, refer to the Drought Resources ([Appendix 5](#)).

Government Agencies Role in Drought

Local Government

In an emergency situation, the first line of support should come from the Local Government authority that has jurisdiction for the area. In some cases the Local Authority will also have direct responsibility for the water utility and in other cases the water utility may be an Improvement District or private service provider.

Some local governments use private operators to supply community water services. Those contracts should be consulted for responsibilities both legal and financial for response to and planning for water systems malfunctions, complete or partial water loss or potable water loss.

Provincial Government

Emergency Management BC (EMBC)

The Provincial Emergency Program provides support to local authorities and provincial government agencies before, during and after major emergencies. Emergency Management BC can be contacted 24/7 through the emergency contact line at 1-800-663-3456.

Ministry of Forests (FOR)

FOR is the lead agency responsible for coordinating drought response in BC. They provide an ongoing assessment of the drought situation and set the drought levels in British Columbia. FOR also issues water authorizations, provides information to users and guidance to local authorities during water shortage events. FOR maintains regional offices throughout the province.

FOR is also responsible for regulating water use under the WSA. The Province's ability to regulate water during drought is not dependent on an area's drought level. The authorities in the WSA operate independently of an area's drought level and can be used to deal with conflicts and concerns in a single water source or with significant water shortages in a specific area.

Ministry of Land, Water and Resource Stewardship (LWRS)

LWRS leads development of legislation and policy related to drought management in BC. They oversee and coordinate the science required to assess impacts and monitor water before, during and after droughts.

Regional Health Authorities

The [Regional Health Authorities](#), through the Regional Drinking Water Officer can offer assistance and advice related to:

- distribution system protection
- water quality testing program
- health advisory notification
- threats to loss of water supply

First Nations Health Authority

The [First Nations Health Authority](#) plans, designs, manages, and funds the delivery of First Nations health programs and services in BC. These community-based services are largely focused on health promotion and disease prevention and include drinking water matters. The First Nations Health Authority collaborates, coordinates and integrates with the BC Ministry of Health and Regional Health Authorities.

Ministry of Agriculture and Food (AF)

The [Ministry of Agriculture and Food](#) can provide advice and assistance to farmers and ranchers who may be impacted by water loss during drought.

Ministry of Municipal Affairs (MUNI)

The Ministry of Municipal Affairs can provide advice to Local Governments on bylaws, [funding options for planning and infrastructure](#) and legal authorities with respect to water systems operations.

Federal Government

Indigenous Services Canada (ISC)

Indigenous Services Canada is responsible for infrastructure development (including water systems) on First Nations lands. In the event of emergency situations, First Nations communities may contact Emergency Management BC or ISC for assistance. For systems maintenance or manageable water supply issues, First Nations communities should deal directly with ISC.

Appendix 1: Local Drought Management Teams

Effective implementation of the drought management practices recommended in this handbook largely relies on the formation of a local drought management team. The responsibilities of a regional drought management team may include:

- acting as an advisory committee to local politicians and staff regarding water conservation and drought management recommendations,
- compiling data on water supplies and users in their own watershed,
- coordinating efforts with various stakeholders (including fisheries, agriculture, industry, and neighbouring communities),
- providing timely information to the public about water supplies, and
- continually encouraging water conservation and appropriate responses to drought conditions.

Local authorities that may be involved in the drought management team include local governments, water suppliers, First Nations and other regional agencies with responsibilities for water (e.g., the Okanagan Basin Water Board, the Columbia Basin Trust, the Salmon River Watershed Roundtable, Cowichan Water Board, Nicola Water Use Management Plan etc.). The team should include representatives from each of the major and relevant user groups served by the supply system. Some communities may choose to develop drought management teams in a combined effort with neighbouring areas if water is drawn from a common watershed. Some watersheds in British Columbia may already have committees to address local water supply issues and in this case may adopt drought management goals as one part of their mandate. Overlap with any existing or proposed drinking water quality, water conservation, and emergency planning activities should be encouraged as a step towards integrating the goals and actions of these related groups.

The structure of governance arrangements for water varies from region to region, as do climatic and geographic conditions, so it is appropriate that there will be different organizational approaches to drought preparedness and response. In certain areas, the local drought management team could provide a linkage between the Provincial regional drought team and water suppliers, while in others the Provincial regional drought team may connect directly with the water supplier. There is no “one size fits all” solution for BC.

Recommended Guidelines

General guidelines for developing and implementing a Local Drought Management Team include:

- determine what regional or local drought management teams currently exist. Would it make sense to join these teams? If not, establish membership for a local drought management team. In addition to the water supplier, involve members from all user groups in the area, including but not limited to: at least one representative from each type of agriculture, one from each type of major industry,

as well as fisheries, tourism, and public services.

- obtain public input and promote public involvement.
 - improve understanding and awareness regarding local government responsibilities for water management.
 - develop mandate, specify roles for members, determine meeting frequency, and identify team needs.
 - to reduce potential conflicts among user groups and improve coordinated management efforts, clearly establish water use priorities in the supply system.
- Consider the following priorities:

- uses imperative to the protection of public health and basic aquatic ecology,
 - uses important to the social and economic well-being of the area, and
 - uses that may be disrupted or restricted for a short term without considerable impact
-
- identify goals and create a timeline to meet those goals, along with a plan outlining members' responsibilities.
 - gather all available relevant drought information and identify gaps and target needs.
 - complete water supply plans based on the recommendations and templates provided in this handbook.

Appendix 2: Drought Planning Templates

Introduction

These templates are to assist with water supply planning with the purpose of protecting community supplies for drinking water, sanitation, and fire prevention. They are also intended to assist in protecting water supplies for fish and aquatic ecosystems, and sustaining industrial and economic activity.

2-1 Drought Level and Responses Matrix – provides an overview of appropriate responses and communication actions at the local level during the different stages of drought. An assessment of regional drought stages will be provided on the Province's [drought website](#). It is important to note that the Province's ability to regulate water during drought is not dependent on an area's drought level.

2-2 Drought Management Plan Template – the plan includes establishing a local drought management team, identifying drought stages and corresponding responses, and clearly assigning responsibilities to ensure that the party responsible and the expected actions have been planned and agreed upon among the major users of the watershed.

2-3 Water Supply and Demand Analysis Template – provides a framework for conducting a water supply study to characterize the present supply of water to a local system. The study also assesses current demands and evaluates future growth in demands, examines the adequacy of the supply to meet those demands, and suggests alternative management strategies.

2-4 Water Conservation Plan Template – encompasses strategies and tools for reducing water demands on a long term basis.

2-1 Drought Level and Response Matrix

Level	Impacts	General Response Measures	
0	There is sufficient water to meet socio-economic and ecosystem needs	Preparedness	
1	Adverse impacts to socio-economic or ecosystem values are rare	Conservation	
2	Adverse impacts to socio-economic or ecosystem values are unlikely	Conservation Local water restrictions where appropriate	
3	Adverse impacts to socio-economic or ecosystem values are possible	Conservation Local water restrictions likely	
4	Adverse impacts to socio-economic or ecosystem values are likely	Conservation and local water restrictions Regulatory action possible	
5	Adverse impacts to socio-economic or ecosystem values are almost certain	Conservation and local water restrictions Regulatory action likely Possible emergency response	
Loss of Community Supplies	Ensure health and safety	Follow the steps of your Emergency Response and Contingency Plan. Allocate water on a per capita basis, no outdoor or summer usage, no potable water used on landscapes, monitor compliance, seek and use alternative supplies	Declare emergency situation, provide frequent updates through all forms of media on necessary actions

*The Province's ability to regulate water is independent of drought level. These actions and responses and likely actions at each drought level.

2-2 Drought Management Plan Template

☐	Build a local drought management team • Include representatives from all major users in water supply area. • Follow the recommended guidelines outlined in Appendix 1.
☐	Document your water system profile • Base it on information from Water Supply and Demand Analysis study, Appendix 2-3.
☐	Evaluate the impacts of drought on the region's economy • Consider drought impacts on the public as well as the local economy and on the potential for economic growth.
☐	Monitor water supplies and climate • Establish data requirements, location, frequency of data collection, and reporting.
☐	Define Drought Stages • Consider your water supply, all demands on that supply, and climate factors to determine your local watering restrictions as influenced by storage and regulated flows. The Province will determine the drought level in your region (Level 0, 1, 2, 3, 4 or 5) based on stream flows in your region. Your local water restriction level may be different than the provincial drought level.
☐	Establish Drought Responses • Identify the actions required by each user group and water supplier for each drought stage, including activities recommended in your Water Conservation Plan or relevant bylaws. • Examples of user groups may include, but are not limited to, industry, agriculture, public utilities, and local fisheries. • Responses may be based on those outlined in the Drought Stages and Response Matrix (Appendix 2-1) but will need to be customized to local needs.
☐	Develop Communications • Identify the local drought management team representative responsible for documenting necessary communications for each drought stage. • Communicate with provincial government and the public about water management goals, actions, water supply status, and forecasts. As well, review the Province's drought website. • Communicate the benefits of water management plans to the public. • Conduct one-on-one meetings with water users in the community to discuss the goals and responsibilities of your Drought Management Plan and water conservation strategies.
☐	Evaluate your Drought Management Plan • Confirm that your Drought Management Plan corresponds to the <i>Water Sustainability Act</i>, <i>Drinking Water Protection Act</i>, and other relevant local water management plans.

2-3 Water Supply and Demand Analysis Template

This template highlights the information needs of a water supply and demand analysis, especially for the purpose of creating a Drought Management Plan. Note that it may not be necessary or possible to complete each section.

Note: Real-time data from local climate monitoring stations are available through the [BC River Forecast Centre](#) and [Environment and Climate Change Canada, Water Survey of Canada](#).

Introduction

Study Area:

- area served by the supply

Background:

- Location of supply (*name of supply*)
- Historical water use (*indicate average annual, monthly, and daily use in m³ for each sector connected to supply and indicate methodology of measurement, e.g., metres, pump log*)
- Fisheries (*describe historical trends with population counts, economic value to region, instream flow requirements in m³ and m/s*)

Water Management Issues and Concerns:

- Population growth trends (*use individual counts and total percent change*)
- Fisheries (*identify potential conflicts, impacts of population growth, water quality and quantity, changes to fish populations*)
- Groundwater management (*describe management strategies, including monitoring, total use in m³, location and quality of wells and pumps; also describe conflicts or contamination concerns*)
- Surface water supply (*describe management strategies, including monitoring, total use in m³, location of wells and pumps; also describe conflicts or contamination concerns*)

Purpose and Objectives of Study:

- Address all instream uses
- Consider management alternatives
- Resolve potential conflicts

Water Supply Description

Location and size:

- Map of water supply areas including size of basin (km²) or aquifer, origin of water source, elevation range

Population:

- Population served (*individual counts*)
- Service connections (*number*)

- Growth trends (*consider past 50 years or maximum time period of data records, in individual counts and total % change*)

Land Use (Agriculture, Forestry, Urban, Future Land Use):

- Discuss effect of each of the following on water resource:
 - Growth trends for each sector (*% change*)
 - Water supply use
 - Effects of land-use changes on water quality and quantity (*e.g., erosion, release of organic effluent*)

Water Supply Area Features:

- Geologic (*% composition, spatial distribution, special features*)
- Vegetation (*instream and riparian, % cover and composition*)
- Climate (*annual, monthly, and daily precipitation in mm, annual, monthly, and daily temperature in °C, and annual, monthly, and daily evapotranspiration using temperature for past 50 years or maximum time period of data records*)
- Soils (*instream and riparian, total % composition, average moisture content*)

Water Resource Characteristics and Hydrology

Surface Water:

- Streamflow Records:
 - Drainage area of recorded station (km^2)
 - Daily, monthly, annual summaries (m^3/s)
 - Graphical summaries (*consider maximum time period of data records*)
 - Map showing climate monitoring stations in relation to study area
- Reservoir and Lake Levels:
 - Daily, monthly, annual storage summaries (*water level: m, volume: m^3 , and use: m^3/d based on average population use*)
 - Graph storage level summaries (*is the water level normal for a particular time of year*)
- Effects of Storage and Diversion:
 - Size of storage (m^3 , *minimum and maximum reservoir storage volume*)
 - Use of reservoirs (*rules and regulations of use, diversion rates in m^3/s , and comparison of regulated and natural flows if available in % change*)
- Low Stream Flows:
 - Critical low flows and percentiles
 - Historical low flows recorded
 - Potential conflicts among user demands
- Quantification of System Leaks (*location in system, water loss in m^3/d , total % of extracted use*)
 - Drainage area of recorded station (km^2)
 - Daily, monthly, annual summaries (m^3/s)
 - Graphical summaries (*consider maximum time period of data records*)
 - Map showing climate monitoring stations in relation to study area

Groundwater:

- Description of Groundwater Resource:
 - Map of existing [wells](#)
 - Summary of water level measurements over time (*mm*) and average volume (m^3)
 - Groundwater withdrawals (*L/s or m^3/s , identify use*)
 - Capacity tests, pumping tests, the aquifer mapping resource, observation well data
- Groundwater Potential:
 - Bedrock (*extent of exposure*)
 - Summary of yields over time (*include maximum time period of data records*)
 - Groundwater/surface water connectivity

Water Quality:

Source Drinking Water Quality and Treated Water (Surface Water and Groundwater)

Data Collection:

- Daily temperature ($^{\circ}C$)
- Daily pH
- Daily turbidity (*ppm*)
- Metals (*mg/L or ppm*)
- Nutrients: Phosphorus and Nitrogen
- Clarity (*average annual, monthly, and daily using a Secchi Disk*)(*surface water source only*)
- Microbiological (*E. coli, fecal coliforms, total coliforms*)
- Chlorine residuals (*daily total and free chlorine mg/L or ppm*) (*treated water only*)
- Disinfection by-products (*e.g., Trihalomethanes and Haloacetic acids in ppm measured quarterly*) (*treated water only*)

Water Quality Assessment:

- Water uses (*drinking water, aquatic life, irrigation etc.*)
- Any waste discharges in and around source
- Identify aquifer contamination potential by examining uses around well and the permeability of sediments
- Maximum draw down level of storage (*before water quality is compromised*)

Trend Assessment:

- Summary of changes in water quality parameters over time (*maximum time period of data records*)

FisheriesFisheries Management (Federal):

- Resource description (*e.g., spawning and rearing habitat for salmon*)
- Summary of returns (*catch in kg and economic value, if applicable*)
- Instream water requirements (m^3/s needed to maintain specific water levels, water temperature requirements for each species)

Recreational Fisheries Management (Provincial):

- Resource description (*as above*)

- Summary of returns (*as above*)
- Instream water requirements (*as above*)

First Nations Fisheries Management:

- Resource description (*as above*)
- Summary of returns (*as above*)
- Instream water requirements (*as above*)

Water Resource Users and Uses

Surface Water Rights:

- [Details of authorized use](#),
- Maximum and minimum withdrawals (m^3), and
- Average annual, monthly, and daily withdrawals (m^3/s , % extraction out of total use) for:
 - municipal
 - industrial
 - agricultural
 - domestic
 - storage
 - conservation

Instream Water Users and Uses:

- First Nations
- Fisheries (minimum and maximum flows in m^3/s)
- Wildlife (minimum and maximum flows in m^3/s or life cycle characteristics dependent on water supply)
- Wetlands preservation
- Recreation uses (e.g., tourism operator requirements, average annual economic value of recreational services to region)
- Flow dilution
- Power projects

Identification of Species at risk by COSEWIC:

<http://www.sararegistry.gc.ca/default.asp?lang=En&n=24F7211B-1>

Identification of designated sensitive streams:

<http://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-licensing-rights/sensitive-streams>

Groundwater uses:

- municipal
- industrial
- agricultural
- domestic
- average annual, monthly, daily withdrawals

Downstream uses: ensure priority water rights and instream requirements are being met

Future Water Resource Requirements:

- Future water demands
- Future instream requirements (based on fisheries and wildlife growth trends, and necessity of contaminant dilution from any waste discharges)

Water Management Analysis

Natural Flows:

- Estimate inflow in m^3/s (may need to “naturalize” flows; that is, assess quantity of water that would flow through the basin if storage structures were not present)

Demands and Uses: From Water Resource Users and Uses section.

Supply/Demand Comparison:

- Balance natural flows versus demands (daily, monthly, and annual totals) including future demands. Assess if demands can be met in all years, or if a risk exists of not meeting demands in 1:5 years, 1:10 years, 1:25 years. (Note: local jurisdictions generally need to look at the 1:25 year risk of not meeting demands)

Analysis of Results

Interpretation of Results:

- Consider adequacy and reliability of supply to meet existing and future demands based on water authorizations, previous supply deficiencies if applicable, and restrictions on water use.

Supplementary Storage Requirements:

- Evaluate need for additional storage with respect to present and future demands.

Conclusions and Recommendations

Summarize findings from the study and report on the following:

- Water resource characteristics and hydrology
- Water quality
- Fisheries
- Water resource users and uses
- Reservoir operations
- Future storage

2-4 Water Conservation Plan Template

This guide contains suggestions for developing a water conservation plan template. For a more comprehensive guide to developing a water conservation plan for your water system, see the [Water Conservation Guide for British Columbia](#).

☐	Existing Conservation Strategies Review and report on the conservation measures previously and/or currently in place for each sector in area.
☐	Annual Audit of Water Supply
☐	Future Projections Consider future population projections and potential drought scenarios and implement appropriate conservation measures, restrictions, and supply source identification.
☐	Meters If not yet metered, install water meters on all or major service connections and create informative water bills (compare past usage, information on cost and value of water, basic conservation tips).
☐	Testing and Maintenance - Initiate a regularly scheduled meter testing and maintenance program. - Conduct a system-wide leak detection program and repair any problems.
☐	Conservation Measures Implemented <i>(examples below)</i> - Retrofitting of water efficient appliances and plumbing fixtures for residential and commercial sectors, possibly through rebate programs - Leak detection program for homeowners, industry, agriculture - Drip irrigation systems and voluntary irrigation start times (reduce peak hour) - Examine water reuse, recycling, and non-potable water opportunities - Xeriscaping - Lawn watering restrictions - Industrial power-washing restrictions - Incentive-based water rates
☐	Conservation Measure Implementation Schedule
☐	Conservation Measure Evaluation - Evaluate each measure before, during, and after implementation for: - simple payback period - reliability of water savings - political and legal constraints in implementation, enforcement, or effectiveness - compatibility with municipal, provincial, and federal goals - reduction goals or achievements - useful lifetime - life cycle cost (initial purchase prices and maintenance costs)

	○ impact on level of service ○ reduction of wastewater and energy savings ○ environmental impact and success in other jurisdictions
☐	Public Education Program • Encourage efficient water use through: ○ workshops for plumbers, landscapers, irrigation service providers, farmers, schools, and First Nations ○ Drought website ○ press releases for newspapers and radio ○ posters, brochures, flyers, special events booths, and volunteer stewardship programs
☐	Technical and Financial Assistance Programs • Rebates for installation of drip irrigation systems, or low volume plumbing fixtures • Demonstrate cost savings (e.g., average annual expenses on infrastructure maintenance)

Appendix 3: Emergency Drought Planning

Emergency Response and Contingency Planning for Small Water Systems

Section 10 of the *Drinking Water Protection Act* requires all prescribed water supply systems to have an **emergency response and contingency plan**. The document [Emergency Response and Contingency Planning for Small Water Systems](#) provides a step-by-step guide to creating an emergency response and contingency plan for your small water system. Although this document is not specific to drought planning, it offers templates and information to help with planning for water scarcity events in your area.

Appendix 4: Example Bylaws

Encouraging voluntary conservation efforts is an effective method of reducing water use demands. However, to ensure that consistent and coordinated conservation efforts are being made among all users of a water supply during times of diminished supplies, the Province may implement regulatory controls as per Table 1. However, the authority for the province to implement regulatory controls under the WSA is independent of the drought level in an area.

Bylaws could be an option for a local regulatory control. Before bylaws are implemented, the issues surrounding a regulatory approach need to be examined. Firstly, local drought management teams and local governing bodies need to work together to ensure that the goal of creating a bylaw is agreed upon between these groups and is appropriate to the issues of the water supply systems involved. The approach should solve existing problems and work towards preparing communities for reduced supplies more effectively than non-regulatory methods.

Consideration also needs to be given to whether voluntary measures are currently in place, whether previous attempts have been made to create a bylaw, and why the timing for implementing a bylaw now is appropriate. The effects of creating a bylaw also need to be evaluated with respect to environmental, social, and economic factors to ensure the benefits of the bylaw outweigh the costs. Scale is an important aspect to determine if the impacts of the issue, and the bylaw, affect multiple supply systems or jurisdictions. It may be necessary to work on an inter-basin level rather than within political boundaries for bylaws to be practical and effective.

The authority of municipalities, regional districts, and improvement districts differs considerably in terms of regulating water use or imposing requirements; therefore, following the legal steps appropriate to your area will be necessary before implementing a bylaw.

To assist local governments with regulatory practices, the Ministry of Community Sport and Cultural Development has published a [Regulatory Best Practices Guide](#).

While the guide is intended for municipalities, its general direction may also be helpful to regional districts and improvement districts undertaking the process of creating bylaws for water use.

Many communities have already created bylaws to regulate water use and increase water conservation efforts. Two activities that are commonly regulated through bylaws are residential lawn watering and irrigation. Communities planning on creating these types of restrictions may wish to contact jurisdictions that already have similar bylaws, or view other local government websites for examples of published bylaws.

Two excerpts of bylaws that have been successfully implemented are provided on the following pages:

- **Example 1** includes an example of the type of watering restrictions that may be contained within a bylaw, taken from the Capital Regional District Water Conservation Bylaw 3061, www.crd.bc.ca. Note that the term “Stage 1” refers to a stage pre-defined by the Capital Regional District.
- **Example 2** provides an excerpt of the South East Kelowna Irrigation District bylaw No. 579, Irrigation Water Distribution and Regulation Bylaw, www.sekid.ca.

Example 1

STAGE 1 – TWO DAYS PER WEEK LAWN WATERING

During Stage 1,

- (a) no person shall use a Sprinkler to water a lawn growing on a property with
 - (i) an even numbered address, except on Wednesday and Saturday between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m.; and
 - (ii) an odd numbered address, except on Thursday and Sunday between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m.; and
 - (iii) a person may water trees, shrubs, flowers and vegetables on any day with a Sprinkler during the prescribed hours for Stage 1 lawn watering and on any day at any time if watering is done by hand-held container or a hose equipped with a shut-off nozzle;
 - (i) water newly planted trees, shrubs, flowers and vegetables by any method during installation and for the following 24 hours;
 - (ii) use Micro-irrigation or Drip-irrigation systems to Water trees, shrubs, flowers and vegetables at any time on any day;
 - (iii) under the authority of a Permit, water new sod on installation and during the first 21 days after installation, and water newly seeded lawns until growth is established or for 49 days after installation, whichever is less, but only during the prescribed Stage 1 lawn Watering hours;
 - (iv) water all weather playing fields at any time if failure to do so will result in a permanent loss of plant material; and
 - (v) wash a vehicle with Water using a hand held container or hose equipped with a shut-off nozzle and at car dealerships or commercial car washes.

As exceptions to the Stage 1 restrictions,

- (b) Owners or Occupiers of property who, by reason of physical or mental incapacity, are unable to water their property within the restricted days and times, may water their property on any two days of the week for a maximum of 9 hours per day;
- (c) Nurseries, Farms, turf farms and tree farms are exempted from the restrictions;
- (d) Public Authorities may water lawns and Boulevards on any day but no more than two days per week; and
- (e) owners or operators of golf courses may water
 - (i) fairways at any time on any day;
 - (ii) trees, shrubs, flowers and vegetables grown on golf courses in accordance with Section 1(1) (b) (i), (ii) and (iii) of this Schedule; and
 - (iii) golf greens and tees on any day if failure to do so will result in permanent loss of plant material

STAGE 2 – ONE DAY PER WEEK LAWN WATERING

During Stage 2,

- (a) no person shall use a Sprinkler to water a lawn growing on a property with
 - (i) an even numbered address, except on Wednesday between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m.;
 - (ii) an odd numbered address, except on Thursday between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m.;
- (b) no person shall use Water to wash sidewalks, driveways or parking lots, exterior windows or exterior building surfaces, except as necessary for applying a product such as paint, preservative and stucco, preparing a surface prior to paving or repointing bricks, or if required by law to comply with health or safety regulations; and
- (c) a person may
 - (i) water trees, shrubs, flowers and vegetables on any day with a Sprinkler during the prescribed hours for Stage 2 lawn watering and on any day at any time if watering is done by hand-held container or a hose equipped with a shut-off nozzle;
 - (ii) water newly planted trees, shrubs, flowers and vegetables by any method during installation and for the following 24 hours;
 - (iii) use Micro-irrigation or Drip- irrigation systems to water trees, shrubs, flowers and vegetables at any time on any day;
 - (iv) water all weather playing fields at any time if failure to do so will result in a permanent loss of plant material; and
 - (v) wash a vehicle with Water using a hand held container or hose equipped with a shut-off nozzle and at car dealerships and commercial car washes.

As exceptions to Stage 2 restrictions,

- (d) Owners or Occupiers of property who, by reason of physical or mental incapacity, are unable to water their property within the restricted days and times, may water their property on one day per week for a maximum of 9 hours per day;
- (e) Nurseries, Farms, turf farms and tree farms are exempted from the restrictions;
- (f) Public Authorities may water lawns and Boulevards on any day but no more than one day per week; and
- (g) owners or operators of golf courses may water
 - (i) fairways at any time on not more than two days per week;
 - (ii) trees, shrubs, flowers and vegetables grown on golf courses in accordance with Section 2(1) (c) (i), (ii) and (iii) of this Schedule; and
 - (iii) golf greens and tees on any day if failure to do so will result in permanent loss of plant material

STAGE 3 – NO LAWN WATERING

During Stage 3,

- (a) no person shall
 - (i) water a lawn or Boulevard;
 - (ii) Fill a swimming pool, hot tub or garden pond;
 - (iii) Fill or operate a decorative fountain at any time; or
 - (iv) wash a Vehicle or a Boat with Water.
- (b) a person may
 - (i) water trees, shrubs, flowers and vegetables on any day between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m. if watering is done by hand-held container or a hose equipped with a shut-off nozzle;
 - (ii) water newly planted trees, shrubs, flowers and vegetables between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m. only by hand-held container or a hose equipped with a shut-off nozzle during installation and during the following 24 hours after installation is completed;
 - (iii) use Micro-irrigation or Drip- irrigation systems to water trees, shrubs, flowers and vegetables on any day between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m.;
 - (iv) water all weather playing fields at any time, but only if failure to do so will result in a permanent loss of plant material; and
 - (v) use Water to wash sidewalks, driveways or parking lots, exterior windows or exterior building surfaces, but only if necessary for applying a product such as paint, preservative and stucco, preparing a surface prior to paving or repointing bricks, or if required by law to comply with health or safety regulations.

As exceptions to the Stage 3 restrictions,

- (c) Nurseries, Farms, turf farms and tree farms are exempted from the restrictions;
- (d) owners or operators of golf courses may water
 - (i) fairways at any time on not more than one day per week;
 - (ii) trees, shrubs, flowers and vegetables grown on golf courses in accordance with Section 3(1) (b) (i), (ii) and (iii) of this Schedule; and
 - (iv) golf greens and tees on any day if failure to do so will result in permanent loss of plant material;
- (e) wading pools may be Filled with Water; and
- (f) Vehicles and Boats may be washed with Water only at car dealerships and commercial car washes using less than 57 litres of Water per Vehicle wash or 50% recirculated Water as long as the total amount of Water, excluding recirculated Water, does not exceed 57 litres per Vehicle wash. (www.crd.bc.ca)

Example 2

6. (a) No person shall apply irrigation water to the land of any single parcel, or multiparcel irrigation unit, at a rate in excess of the flow rate established for that land.
- (b) The Trustees may require the installation of a flow control device or devices on any irrigation water service or private irrigation system to ensure that water is not applied in excess of the established flow rate and the cost of such device or devices shall be paid by the owner of the irrigation system affected.
- (c) No person shall apply irrigation water to the land of any single parcel, or multiparcel irrigation unit, in excess of the volume established for that land on the current Assessment Roll of the District. The Trustees shall cause the service connection to the land to be shut off when the volume established for that land on the current Assessment Roll of the district has been used.
- (d) Notwithstanding 6. (c), the Trustees may at any time introduce regulations restricting the use of water for irrigation or any other purpose. Upon receiving due notice of such restriction no person shall use water for the purpose forbidden by or in excess of the allotment imposed by such restriction. Due notice of restrictions shall, be given either by publication in a newspaper circulating within the District, by broadcast on local radio stations or by mail.

Schedule "A" Metered Rate Penalty for Water Use in Excess of Allotment

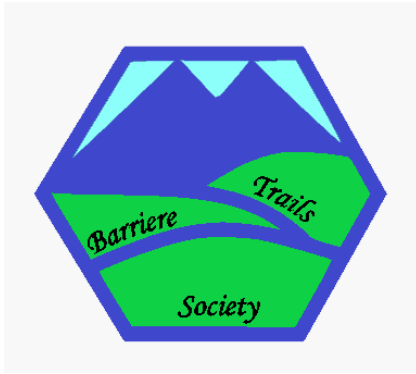
The following rate is an inclined block rate and applies to water use in excess of the allotment. Each block is a volume of water equal to ten percent of the allotment. For each ten percent block of water use in excess of the allotment the rate per 1 000 US gallons of water increases. The rates are cumulative and only apply to water use within the range of the block/volume of water to which they are attributed"

(www.sekid.ca).

Block (percent in excess of water allotment)	>0- 10%	>10- 20%	>20- 30%	>30- 40%	>40- 50%	>50- 60%	>60- 70%	>70- 80%	>80- 90%	>90- 100%
Rate per 1000 US gallons	\$0.10	\$0.13	\$0.16	\$0.20	\$0.25	\$0.31	\$0.38	\$0.46	\$0.55	\$0.65

Appendix 5: Drought Resources

Environment Canada: Water	https://www.canada.ca/en/environment-climate-change/services/water-overview.html
BC Drought Information	http://www2.gov.bc.ca/gov/content/environment/air-land-water/water/drought-flooding-dikes-dams/drought-information
BC Drought Portal	https://www.arcgis.com/apps/MapSeries/index.html?appid=838d533d8062411c820eef50b08f7ebc
BC Drought Response Plan	http://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/drought-info/drought-response-plan-update-june-2015.pdf
BC River Forecast Centre	http://www.env.gov.bc.ca/rfc/index.htm
Agriculture and Agri-Food Canada: Drought Watch	https://www.agr.gc.ca/eng/agriculture-and-the-environment/drought-watch-and-agroclimate/?id=1461263317515
2012 Strategic Plan for the Greater Victoria Water Supply System	https://www.crd.bc.ca/docs/default-source/water-pdf/2012strategicplanforhegvwss.pdf?sfvrsn=2
BC Agriculture and Drought	https://www2.gov.bc.ca/gov/content/industry/agriculture-seafood/agricultural-land-and-environment/water/drought-in-agriculture
BC Wildfire	http://bcwildfire.ca/Weather/Maps/danger_rating.htm
BC Ministry of Municipal Affairs	https://www2.gov.bc.ca/gov/content/governments/organizational-structure/ministries-organizations/ministries/municipal-affairs-housing
Union of BC Municipalities: Local Government Program Services	http://www.ubcm.ca/EN/main/funding/lgps.html
Irrigation Industry Association of BC	www.irrigationbc.com
North America Water Watch	http://watermonitor.gov/naww/index.php
U.S. Drought Portal	http://www.drought.gov
National Drought Mitigation Centre	https://www.drought.gov/about/partners/national-drought-mitigation-center-
Ontario: Low Water Response Program	https://www.ontario.ca/page/low-water-response-program
Greater Vancouver Water Shortage Response Plan	<a drought"="" href="http://www.metrovancouver.org/services/water/WaterPublications/WaterShortageResponsePlanFeb2016.pdf#search=">http://www.metrovancouver.org/services/water/WaterPublications/WaterShortageResponsePlanFeb2016.pdf#search="drought"
Okanagan Basin Water Board Drought Page	http://www.obwb.ca/category/drought/



Barriere Trails Society

PO Box 1323 Barriere B.C. V0E 1E0

Phone 604-791-3668

Email: harry.waldron@hotmail.com

**District of Barriere
4976 Barriere Town Rd
Barriere, BC V0E 1E0**

Nov. 6, 2025

Mayor Rob Kerslake and Council

Re CRA flow through for Barriere Trails Society

Please advise if we can extended Dec 31, 2025 deadline for one more year?

As a start-up society and new president, we did not realize the extent of processes and approvals, so we have been some what restricted in grants and solicitations

Thanks so much for your considerations

Sincerely

Harry Waldron- President

Cc

Brian Bondar-Vice President

Dr. J. Cleland-Vice President

Willie Jensen- Treasurer

John Peterson- Secretary

We acknowledge that we live, work and play

on the uncaded territory of

“The Simpcw First Nation”

PARTNERSHIP AGREEMENT

This document provides confirmation that the

District of Barriere (a Qualified Donee)

Has entered into a formal agreement with the

Barriere Trails Society (a Non-qualified Donee)



in order to assist with their application for grant funding, and that both parties understand their accountabilities under this agreement as outlined herein.

1. The term of this agreement shall be for the period of January 2025 to December 2025 which are the start and end dates of the project, as described in #2 that funds are being granted for.
2. Brief description of the project: 1 year flow through donations for Trails improvements
3. The Barriere Trails Society (a Non-Profit Organization) agrees to:
 - a) work with the District on a mutual acceptable release of funds schedule. It is understood that only donations in excess of \$150.00 will receive a donation receipt.
 - b) ensure all payments made are correct and are only for items included in this specific project, and ensure all required holdback funds are dealt with;
 - c) prepare all written progress reports and the final report by or prior to the due dates. The final report shall include copies of all invoices received and cheques issued;
 - d) provide the District of Barriere with copies of all progress and final reporting documentation; and,
 - e) hold the District of Barriere harmless from any liability or financial responsibility for any misappropriation or loss of any funds once they have been given to the donee.

District of Barriere

Contact Name: Nora Johnson

Telephone: **250-672-9751**

Email: inquiry@barriere.ca

Charitable BN: **822393757**

Barriere Trails Recreation Society

Contact Name: Harry Waldron

Telephone: 604-791-3668

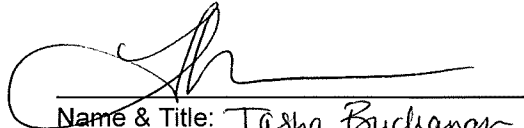
Email: harry.waldron@hotmail.com

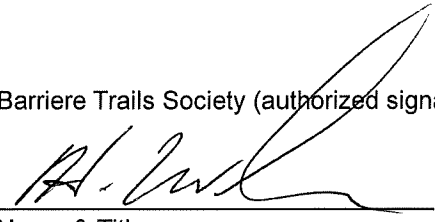
Incorporation Number (if applicable): S0080005

Dated this 17 day of January 2025

District of Barriere (authorized signatory)

Barriere Trails Society (authorized signatory)


Name & Title: Tasha Buchanan
Corporate Officer


Name & Title:

HARRY WALDRON
PRESIDENT

**DISTRICT OF BARRIERE
MINUTES OF A RECREATION COMMITTEE MEETING**

Held on Tuesday, October 28, 2025, at 9:30am 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 lands we are meeting today."*

Present:	Councillor Louise Lodge – Chair Councillor Donna Kibble Councillor Brody Mosdell Jen Crosman
Regrets:	Glenda Feller
Staff:	Jamie Mosdell, Deputy Corporate Officer

1. CALL TO ORDER – *Chair Lodge called the meeting to order at 9:35am*

2. ADOPTION OF AGENDA

Moved by Councillor Mosdell

Seconded by Jen Crosman

That the Committee approve the October 28, 2025, Recreation Committee Meeting Agenda.

CARRIED

3. ADOPTION OF MINUTES

Moved by Councillor Mosdell

Seconded by Jen Crosman

That the Committee approve the September 19, 2025, Recreation Committee Meeting Minutes

4. PETITIONS AND DELEGATIONS – *none scheduled*

5. 2026 CALENDAR OF EVENTS

The 2026 events were listed, and dates were confirmed. It was agreed upon to hold another volunteer appreciation event with a revamp for 2026 as no event was held in 2025. Other notes were made for the 2026 events that Staff took note of when planning.

Daniel Drexler, CAO, entered at 10:05am

6. BUDGET 2025 & 2026

The CAO discussed the potential setup of a Community Builder Account to simplify the management of incoming and outgoing payments, as there are numerous small transactions currently moving through various sources, which is additional work on the Finance Department. It was explained that the proposed account would be opened and managed by the Committee, with a one-time transfer from the District's budget to establish the budget. Two signee's would be required – Staff and the Committee Chair.

Further discussion took place regarding the Committee's structure, as it is currently a statutory committee of Council. The CAO noted that it could transition to a community committee, while still maintaining Council representation.

A concern was brought forward that moving to a community committee could result in a potential loss of Staff support. To avoid this, the Terms of Reference would need to be updated accordingly and additionally, to remove statutory references.

Staff will investigate the Community Builders Account as well as the details regarding updating the Terms of Reference and if MIA insurance coverage would still apply to community events.

Daniel Drexler, CAO, left the meeting at 10:47am

7. 2025 WINTERFEST

The DCO provided an update on where planning was at, and additional notes were taken for planning purposes.

It was mentioned that there was a sponsor request for Winterfest and the Committee proposed creating a Sponsorship Package. Since this is the last event of 2025, the package itself will be sent out to businesses/organizations in January. The Committee will inquire about costs for a poster size to be included with said packages, but additional advertising banners would need to be provided by said sponsor. The Committee confirmed a cost for the current sponsor for Winterfest 2025 and Staff will notify.

8. PUBLIC INQUIRIES – *None presented.*

9. NEXT MEETING – *Call of the Chair*

10.ADJOURNMENT

Moved by Councillor Mosdell that the Rec Committee Meeting adjourn at 11:14am.

CARRIED

Chair Louise Lodge

Jamie Mosdell, Deputy Corporate Officer

Drag Reducing Agent Project Information Package

September 2025

ABOUT TRANSMOUNTAIN

Trans Mountain Corporation is a wholly owned subsidiary of the Canada Development Investment Corporation accountable to the Parliament of Canada. As a federal Crown corporation, Trans Mountain Corporation continues to build upon the company's 70 years of experience delivering operational and safety excellence as Canada's only pipeline system transporting oil products from Edmonton, AB to the West Coast. Throughout Trans Mountain's history there have been upgrades and optimization projects, including the Pump Station Expansion in 2007, the Anchor Loop Project in 2008 and the Trans Mountain Expansion Project completed in 2024.

The Trans Mountain Expansion Project began commercial operations on May 9, 2024 following the construction of Line 2, which expanded the pipeline system capacity from 300,000 barrels per day (bpd) to approximately 890,000 bpd. The expanded pipeline system provides access to global markets for Canadian oil and uses a "batching" process to move different products sequentially through the same pipe.

More information is available at www.transmountain.com.

PROJECT DETAILS

Trans Mountain Pipeline ULC (Trans Mountain) intends to apply to the Canada Energy Regulator (CER) for authorization to implement use of a Drag Reducing Agent (DRA) on two pipelines within the Trans Mountain pipeline system (the Project).

This information package has been prepared to support early engagement activities with potentially affected persons, Indigenous groups, stakeholder communities, neighbours, and governments prior to Trans Mountain submitting its application to the CER. The Information Package provides an overview of the Project, the purpose of DRA units, the proposed locations, key milestones, and potential impacts of the Project.

The Project includes the installation of an 8 x 40 foot (320 sq ft) Sea Can like building which stores an injection pump, power and communication equipment to allow for monitoring and operation from Trans Mountain's control center. DRA, when injected into a pipeline carrying petroleum product, acts as a lubricating agent which reduces friction within the pipeline to improve flow efficiency, thereby increasing throughput capacity without the need for significant new infrastructure. The Project entails the installation of DRA units, which serve as a delivery mechanism to inject DRA into the pipeline, located at existing Trans Mountain pump stations. The Project will be completed within the fence line of each pump station as detailed below.

Conducting meaningful engagement with Indigenous groups and stakeholders is an important part of this process to ensure that local input, environmental considerations, and safety standards are addressed before proceeding with implementation.

BACKGROUND

The Project is being advanced as part of Trans Mountain's ongoing commitment to optimize the safe and reliable operation of its pipeline system. By strategically installing DRA units across the system and alongside existing facilities, Trans Mountain aims to increase pipeline capacity and operational efficiency in a cost-effective and environmentally responsible manner.

The proposed Project builds upon the success of a pilot DRA unit installation and operation at Trans Mountain's Blackpool pump station, where performance testing and operational data analysis confirmed the benefits of DRA injection. When complete, the Project provides Canada with timely and significant economic benefits, as it will result in up to a 10 per cent throughput increase (or approximately 90,000 bpd) above the existing 890,000 bpd throughput capacity of the Trans Mountain system.

LOCATION AND DESCRIPTION OF ACTIVITIES

The Project will involve the installation and operation of 17 DRA units: one existing unit along Line 1 which may be modified as a part of the Project¹, and 16 DRA units will be installed along Line 1 and Line 2 at 13 pump stations, as detailed in Table 1 below. These sites have been strategically selected to optimize performance and efficiency gains across the system.

Table 1: Pump Station Locations – DRA Project

Line 1 (9 Pump Stations)	Line 2 (8 Pump Stations)
Hinton	Hinton
Jasper (Existing DRA Unit)	Blue River
Rearguard	McMurphy
Chappel	Blackpool
Finn Creek	Black Pines
McMurphy	Kamloops
Blackpool	Kingsvale
Darfield	Hope
Black Pines	

Key activities of the Project will include:

- Detailed site assessments to determine suitability and site-specific requirements
- Engineering design of units and integration plans
- Procurement and fabrication of DRA units
- Installation of DRA units at designated locations
- Commissioning and integration of the DRA units with existing pipeline operations
- Supporting works, including civil, electrical, and instrumentation upgrades to ensure safe and reliable operations

When the proposed Project is complete, Trans Mountain will monitor and maintain the units in accordance

¹ Trans Mountain currently has an existing DRA unit installed at Jasper Pump Station. Once the selection of vendor has been finalized, the DRA unit may be replaced to be compatible for the services of that vendor.

with its facilities maintenance program.

Figure 1, below, provides an overview map of the pump station locations where the DRA units are planned to be located. Attachment 1 includes maps for each pump station, indicating the potential location and existing location of the DRA unit within the facility fence line at each site. Exact locations of the DRA unit at each pump station will be finalized as part of the Project's engineering process.

Figure 1: DRA Unit Pump Station Locations



PROJECT TIMING

Trans Mountain intends to file a CER application in Q1 2026 for approval to construct and operate the Project, with the intent to proceed with the Project starting in Q2/Q3 2026 through Dec 2026, subject to regulatory and permitting approvals.

ENGAGEMENT

Trans Mountain has prepared this information package to provide potentially affected persons, Indigenous groups, stakeholder communities, neighbours, and governments with necessary information about the Project.

Trans Mountain recognizes that the Project area is within the traditional territories of Indigenous groups that practice traditional land use activities. Trans Mountain is committed to keeping those impacted by and interested in its work informed. Trans Mountain also welcomes input for consideration and inquiries from those who are potentially affected by the Project, as it advances the Project design and necessary regulatory and permit applications.

It is Trans Mountain's practice to work to understand the interests of parties who may be impacted by its operation and construction activities and to address these interests to the extent practicable.

Additionally, the CER has several resources available that may assist interested parties in understanding the regulatory process and their options for participation. These resources may be viewed at: <https://www.cer-rec.gc.ca/en/consultation-engagement/>

Trans Mountain encourages anyone with questions or concerns to contact our information line at info@transmountain.com or 1.866.514.6700.

HEALTH, SAFETY AND EMERGENCY RESPONSE

Trans Mountain is committed to protecting the health and safety of its workers, contractors, Indigenous groups, landowners, neighbours and the public in the communities where it operates. The Project will be executed in accordance with Trans Mountain's established safety, environmental, and emergency management practices, as well as all applicable regulatory requirements.

A site-specific construction safety plan will be developed for the Project. This plan will address the unique hazards and risks that may be present at each site and will outline preventative measures, safe work procedures, and monitoring protocols to ensure safe execution of the work. If approved and implemented, regular safety meetings, job hazard analyses, and ongoing safety oversight and assurance will be conducted throughout Project installations.

In the event of an emergency, Trans Mountain has well-established procedures as part of its Emergency Management Program. These procedures are detailed in Trans Mountain's Emergency Response Plan (www.transmountain.com/emergency-response-plans), which provides guidance for responding to incidents such as spills, fires, or medical emergencies. Emergency response equipment, trained personnel, and communication protocols are in place to ensure a rapid and effective response, protecting people, property, and the environment.

Trans Mountain's ongoing commitment to safety and environmental stewardship means that the proposed Project will be carried out with the highest regard for protecting communities, workers, and the environment throughout construction, commissioning, and operation.

WHAT TO EXPECT

During Project installations, activities will take place at multiple pump stations along the Trans Mountain system.

Members of the public may notice the following:

- Increased activity: There may be trucks, equipment, and personnel at or near the pump stations.
- Temporary changes to access: Public access to surrounding roads and pathways will generally

remain open.

- Noise and lights: Standard construction noise from equipment and vehicles, as well as directed lighting on the construction area for early morning or evening work, may be noticeable.
- Equipment and construction materials will be transported to site by existing highway and municipal roads.
- Ongoing operations: Pump stations will continue to operate safely during DRA unit installations. All activities are planned to avoid interruptions to pipeline operations.

Trans Mountain is committed to minimizing disruption and ensuring the safety of the public, workers, and nearby communities. Trans Mountain thanks the public for their understanding and cooperation and encourages anyone with questions or concerns to contact our information line at info@transmountain.com or 1.866.514.6700. Safety remains the highest priority for both workers and the surrounding communities.

ENVIRONMENTAL AND SOCIO-ECONOMIC IMPACTS

Trans Mountain recognizes the importance of protecting the environment and supporting the well-being of local communities throughout the execution of the Project. The Project is designed to minimize impacts while enhancing the efficiency and reliability of the pipeline system.

Installation of the DRA units are planned to take place within existing Trans Mountain owned sites, which are graveled, void of environmental features and within the fence line. For this reason, the environmental impact of the Project installations is limited. However, Trans Mountain will have appropriate environmental protection measures in place, such as migratory birds and wildlife sweeps, spill prevention, erosion and sediment control and waste management practices.

Given the limited duration of Project activities at each pump station and limited workforce, the Project activities are similar to the scale and scope of routine maintenance activities and are not anticipated to have a material community impact related to workforce presence beyond existing activity levels.

Local communities: During construction activities, temporary increases in traffic and activity around the pump stations, such as noise, dust and additional lighting directed at the worksite may occur during installation. Mitigations will be in place to reduce impact.

Business opportunities: Trans Mountain will prioritize an Indigenous, local and regional approach for the Project which could create contracting opportunities during the fabrication, and construction phases.

Indigenous participation: Trans Mountain is committed to working with potentially affected Indigenous groups to identify opportunities for involvement in the Project and to address potential concerns.

Long-term benefits: By enhancing pipeline efficiency and throughput, the Project supports energy reliability, reduces the need for new large-scale infrastructure, and contributes to regional and national economic stability.

Overall, the Project is expected to have limited and temporary environmental and socio-economic impacts, with long-term economic benefits for Canada, along with improved pipeline performance.

Join the Conversation



You're invited to our upcoming open house to learn about our pipeline optimization plans in British Columbia and Alberta.

These proposed projects are designed to increase capacity and optimize performance. This will further strengthen Canada's ability to move energy safely, efficiently and competitively to global markets. Meet our team, ask questions and share your thoughts. Your opinion matters—we look forward to seeing you.

See What's Next for Trans Mountain

VALEMOUNT

Monday, November 17, 2025

5 – 7:30 pm

Community Hall
101 Gorse Street

BARRIERE

Tuesday, November 18, 2025

5 – 7:30 pm

North Thompson Agriplex
4856 Dunn Lake Road

CLEARWATER

Wednesday, November 19, 2025

5 – 7:30 pm

Community Centre
209 Dutch Lake Road

Dear Mayor and Council,

In my previous letter, I suggested that the federal government's authoritarian response to the District of North Saanich's land-use decisions may have been motivated, at least in part, by a desire to obscure the true extent of PFAS contamination from airport runoff.

Since then, a damning report from the University of Toronto's Investigative Journalism Bureau (IJB) has validated those concerns — revealing that the Department of National Defence (DND) detected dangerous levels of “forever chemicals” in North Bay's water as early as 2012, yet withheld that information from local officials and the public for nearly five years.

These revelations makes the need for municipal unity unmistakably clear.

Municipal Unity and Transparency

Municipal unity can close the gaps that senior governments leave open — and those gaps are often where public health, trust, and accountability are lost. The North Bay case shows what happens when federal custodianship meets silence: citizens drink contaminated water, mayors write unanswered letters, and local governments are left to pick up the pieces.

If municipalities choose to commit to a unified approach in order to fill these oversight gaps, it will not only demonstrate the will of the people, but will also help expose these issues, pressuring senior governments to do their part. When local councils act together, it forces senior governments to choose: either help fund the solution, or expose themselves as unwilling to meet the clear public mandate for food, water and air that are clean and safe.

The urgency is no longer abstract to British Columbians. UBC researchers have now detected eight different PFAS compounds in B.C. sea otters, marking the first confirmed contamination in the province's marine mammals. The study found concentrations three times higher in otters near cities and shipping routes such as Victoria and Tofino — clear evidence of a runoff-driven proximity effect. These findings confirm that PFAS are entering the marine food web from our shorelines, airports, and landfills, implicating wastewater systems and storm drains that municipalities must manage every day.

Fiscal Timing: A Federal Responsibility

Canada's federal budget continues to run a staggering deficit, one that future generations will be forced to bear. If Ottawa is prepared to draw from those future funds to sustain partisan priorities or administrative growth, then surely this is the moment to fund PFAS remediation in full. Addressing “forever chemicals” is not a luxury project — it is an existential necessity.

This is not just a northern Ontario problem, nor a contained military-base issue — excessive PFAS contamination has reached our coastlines and wildlife. Waiting for federal regulators to solve it while

municipalities shoulder the consequences is no longer tenable. Every dollar spent now on proactive cleanup, improved stormwater controls, and transparent monitoring is a dollar saved from decades of bottled-water deliveries, lawsuits, ecological collapse, and chronic illness.

Federal inaction leaves local governments to handle the immediate fallout — but if municipalities act together, it exposes the imbalance plainly.

Artificial Turf: A Unified Call for Rejection

As Saanich Council and others weigh artificial turf fields, municipalities must face a clear truth: every synthetic turf system releases microplastics. The UBC “Understanding and Managing Artificial Turf” (2025) report confirms that, even when marketed as PFAS-free, turf fibers, infill, and backing materials shed microplastics and chemical residues through wear, weather, and sunlight.

These pollutants wash into storm drains and waterways, adding to the same runoff pathways already contaminated with PFAS. Turf also increases surface runoff, heat, and soil compaction, further stressing ecosystems and municipal stormwater systems.

UBC researchers warn that while PFAS can sometimes be avoided, microplastic pollution from artificial turf cannot — it is an inherent and permanent feature.

For that reason, municipalities should adopt a unified position:

- Reject new artificial turf installations until full environmental monitoring and accountability systems exist; and
- Phase out existing fields over time in favor of permeable, organic alternatives that ensure the protection of our soil, water, and public health.

Until transparent monitoring is in place, approving artificial turf is not responsible infrastructure — it is deferred liability. True leadership means choosing permeable, organic, and low-impact alternatives, and using this moment to model what environmental accountability looks like in practice.

Next Steps for Councils

1. Pass a resolution calling for full PFAS transparency and municipal testing programs aligned with Health Canada’s 30 ng/L benchmark, not the looser provincial standard.
2. Request federal funding for PFAS mitigation infrastructure now — while Ottawa is still spending freely — rather than after austerity arrives.
3. Form inter-municipal alliances to coordinate testing, data sharing, and advocacy. A unified voice will make it politically impossible for senior governments to ignore this issue.

4. Establish a moratorium on new artificial-turf installations until transparent, province-wide environmental monitoring and leachate testing systems are operational.
5. Develop municipal policies to phase out existing turf fields over time in favour of permeable, organic, and low-impact alternatives, prioritizing natural grass, cork, and sand-based systems that restore infiltration and biodiversity.
6. Encourage regional districts to track and publicly disclose all artificial-turf locations and runoff pathways, so that future PFAS or microplastic remediation can be planned effectively.

Closing Thoughts

This is not fear-mongering — it is an invitation to lead. There are solutions already within reach: white rot fungi and reed-based biofiltration can help remove toxins from soil and water, while a municipally funded mobile incinerator program could safely dispose of PFAS-contaminated materials.

Municipal leaders should be working hand-in-hand with our universities and research institutions, which continue to provide some of the most forward-thinking environmental science in the world. In the absence of real leadership from senior governments, it falls to municipalities — and to municipal unity — to pioneer the solutions that will define Canada's environmental future.

When municipal leaders act together on behalf of their residents, they embody democracy at its most tangible level. The IJB report out of Ontario is not an isolated scandal; it is a warning. If municipalities seize this moment, you can ensure that what happened in North Bay never happens again anywhere in Canada.

Only once we understand the true nature and extent of our problems can we cooperate on solutions. Transport Canada's authoritarian attitude toward one of our municipal councils was preventing that important progress. I trust that councils across this province will look to the recent federal budget and consider why that approach was taken — and why unity is now essential.

I would like to personally thank every municipality that has added these letters to their public agendas — your actions have amplified awareness and strengthened provincial and national calls for reform. The more people become informed, the harder it becomes for senior governments to look away from these critical issues.

With respect and gratitude,
Philip Perras

4510 Bedwell Harbour Road
Pender Island, BC

VON 2M1

philip_perras@hotmail.com

November 4, 2025



District of Clearwater
Box 157, 209 Dutch Lake Road
Clearwater, BC V0E 1N0

Honorable Brenda Bailey
Minister of Finance
PO Box 9048 Stn Prov Govt
Victoria, BC V8W 9E2
Via Email: FIN.Minister@gov.bc.ca

Dear Minister Bailey:

Re: Immediate Action Required – 2026 Assessment Roll Transmission Line Valuations

The District of Clearwater is writing to register its strong objection and deep dissatisfaction with BC Assessment's recent decision to significantly alter the valuation of transmission lines for the 2026 Assessment Roll, as communicated to the District in September 2025.

According to the information provided, the assessed values for transmission line properties within the District will decrease by 30%—a reduction of \$6,363,949, from \$21,385,598 to \$15,021,649. This reassessment results in a redistribution of approximately \$255,000 in property taxation, shifting the burden away from pipeline corporations (Class 2 Utilities) and directly onto residential and small business taxpayers in our community. This represents an unjustifiable and inequitable 8% tax increase for local taxpayers.

The District of Clearwater already taxes Class 2 Utilities at the maximum rate permitted under provincial legislation. Consequently, the District has no legislative means to mitigate this abrupt and disproportionate shift in taxation impacts through rate adjustments. This situation is unacceptable and undermines local fiscal stability.

While BC Assessment has reportedly been reviewing the valuation methodology for transmission lines since 2016, a process spanning nearly a decade, the District received only three months' notice of the outcome. This failure to provide adequate notice and consultation represents a serious breakdown in communication and due process. Furthermore, no transitional supports or compensatory measures have been offered to assist affected communities in absorbing these unexpected fiscal impacts.

The District understands that BC Assessment intends to extend the utility class valuation initiative to other major sectors, including railways and telecommunications. While it has been suggested that future assessments may offset the impacts of the transmission revaluation, such uncertainty cannot justify proceeding with a methodology that disproportionately harms smaller communities. Implementing these changes without assessing their cumulative impact is fiscally irresponsible and contrary to the principles of equity and fairness.

DISTRICT OF CLEARWATER

P 250.674.2257

F 250.674.2173

E admin@docbc.ca

PO Box No. 157
209 Dutch Lake Road
Clearwater BC V0E 1N0

districtofclearwater.com





The District of Clearwater asserts that the core principles of British Columbia's assessment and taxation system—transparency, fairness, and equity—have been compromised by this process. Reducing the tax contribution of large utility corporations while increasing the financial burden on residents and small businesses violates the spirit and intent of a balanced and just property tax framework.

Accordingly, the District of Clearwater requests that the Province of British Columbia immediately suspend the implementation of the 2026 transmission line valuation changes. These changes must not proceed until their full fiscal and policy implications for small and rural communities have been properly assessed and addressed.

Should the Province choose not to suspend implementation, the District insists that the following actions be taken without delay:

1. Reconsider and extend the implementation timeline for the new transmission line valuations to provide affected communities adequate time to plan and adjust;
2. Introduce transitional or compensatory measures to offset the immediate fiscal impacts, including the removal or adjustment of the legislated cap on Class 2 tax rates; and
3. Undertake direct and formal consultation with all impacted local governments to ensure that future reassessment processes are transparent, accountable, and equitable.

The District of Clearwater fully supports the principle of accurate and equitable property assessments. However, accuracy must not come at the expense of fairness, nor should it impose unsustainable financial burdens on smaller communities that rely on stable and predictable assessment bases to fund essential services.

The District expects an immediate and substantive response from the Province outlining the actions that will be taken to address these concerns and to prevent further inequitable tax shifts.

Sincerely,

Mayor Merlin Blackwell

Cc: District of Clearwater Council
Honourable David Eby, Premier of British Columbia
Ward Stamer, MLA Kamloops-North Thompson
Peter Milobar, MLA Kamloops Centre
Christopher Whyte, BC Assessment
City of Kamloops
District of Hope
District of Barriere
City of Merrit
Thompson-Nicola Regional District
TNRD Area "A" Director Usoff Tsao

DISTRICT OF CLEARWATER

P 250.674.2257
F 250.674.2173
E admin@docbc.ca
PO Box No. 157
209 Dutch Lake Road
Clearwater BC V0E 1N0

districtofclearwater.com

NEWSLETTER

OCTOBER 2025

ISSUE #2

“

Unleashing Potential,
Transforming Futures

STRATEGIC PLANNING

The North Thompson Communities Foundation provides a pathway to support and address social challenges, inequalities and that improve the well-being of all who reside throughout the North Thompson Valley and surrounding areas. In August, the Board of Directors came together to outline a path to deepen our community impact, grow our assets, and enhance our role as a community leader. Over the next three years, we will focus on three key priorities. This plan sets forth specific, measurable goals to enrich the quality of life across the North Thompson Valley, ensuring we continue to be a vital resource for generations to come.

2026-2028 NTCF Statgic Plan



PARTNERSHIPS

The North Thompson Communities Foundation (NTCF) and Taseko announced the launch of a new Indigenous Priorities Fund, supported with a \$5,000 contribution from the Yellowhead Project.

Administered by the NTCF, the Indigenous Priorities Fund is dedicated to supporting local and regional Indigenous-led programs and projects, with a focus on education, sport, culture, art, and language. The founding partnership reflects a shared commitment to reconciliation and to creating meaningful opportunities for Indigenous people and communities across the North Thompson Valley.

Once invested, proceeds from the fund will be granted annually to qualifying Indigenous programs and projects in the North Thompson region.

Together, NTCF and Taseko are calling on industry and private sector partners to help grow the fund and support initiatives that celebrate and sustain Indigenous knowledge, creativity, and leadership.

Leaving a Legacy

When you leave a gift to the North Thompson Communities Foundation through a donation or in your will, you are creating your legacy – a legacy that, with careful tending, will grow into something for future generations to benefit from, ultimately leaving a gift that helps build a better valley. That's the power of a legacy donation. You can create a bursary or memorial fund, as well as donate to one of our five focus areas that support various organizations, programs and projects.





CLEARWATER CHILDREN'S ART FESTIVAL

On August 7th, the NTCF attended the Children's Art Festival in Clearwater. The North Thompson Arts Council were awarded funds from our Community Impact Grant for art supplies for this year's Arts Festival.

We provided water for all the vendors and families so they could stay hydrated throughout the afternoon. We had a great time chatting with people and watching everyone engaged in art projects.

VOTED BEST IN VALLEY

We are proud to be voted the
North Thompson's Number
One Organization - Best
Organization for Community
Involvement.



SHOVEL IN THE GROUND

Congratulations to the Upper Clearwater Volunteer Fire Brigade. On October 18th the ground was broken on the site of the future firehall.

The North Thompson Communities Foundation granted \$1,000 towards the site plans and Director Cheryl Thomas was in attendance to present the cheque to President Cathy Armstrong.



Membership

The NTCF is excited about its membership...and that includes you. To date, the Foundation now has 114 members, one Junior member and 34 organization members.

As a member you can help influence the well-being of the residents, get involved in giving back, and work together with others who care, creating a positive impact throughout the valley. Members have the ability to apply to join the Board of Directors, vote at the AGM, as well as receive updates on the Foundation and our work in the North Thompson valley.

Please help us spread the word about becoming a member.

MEMBER'S QUESTION

Please submit your answer by using the link or QR Code below.

How would you prefer to contribute to the Foundation?



[Answer Here.](#)

SIP & SUPPORT

The North Thompson Communities Foundation would like to thank everyone who attended our Sip & Support and Art Auction Event on October 25th. Our inaugural event was a "hit".

This community gathering brought together a wide range of residents who tasted a variety of BC wines, beers and ciders, along with bid on a number of local artist's pieces. Proceeds from this event will go towards our Art and Cultural Fund - to support community projects in visual arts, music, theatre, dance, literature and film.

**\$7,019
Raised!**

*Thank
you!*



“

"The smallest act of kindness is worth more than the grandest intention."

- Oscar Wilde

SPONSORS

Thank you to our sponsors for their generous contributions.



Setetkwe Contracting Ltd.

QUALITY CONTRACTORS

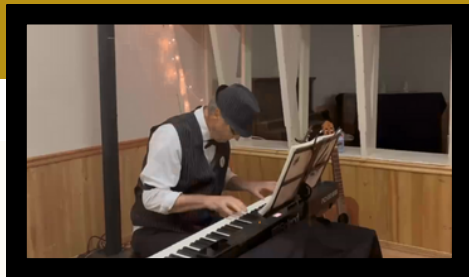


Special Thank you!

- All local artists who donated art for the auction

Marie Downing, Tim Francis, Doris Laner, Cinamen Lampreau, Norma Stewart, Tasha Buchanan, Tracy Corrani, Lynn Nordquest, Josie Wilson, Vaughn Butland, Margaret Houben, Beth Northcott, Isabella Brooklyn, Christine Kashuba, Tamme Fossett, Bob Stirling, Tobias Vyseri, Hilda Reimer, Janice Stark, Sandra York, Tammy Noble, Judy Armstrong, Mystic Dreams, Joanna Hurst

- Sandra J's Charcuterie Bundles (Sandra Realff)
- Stacey Gartner & Pam Realff
- Adam, from The Musicians of Barriere (MOB)
- Bev Murphy
- Jodi Craney
- Bill Fowler



Keep Up-To-Date

To ensure you don't miss out on what we are up to, follow us on [Facebook](#) and check out our [website](#) weekly. Read the [Foundation Voices](#) to see what people are saying about the Foundation.

The Newsletter Issue #3 will be sent out in January, 2026. Stay tuned!
Questions? Please [Contact Us](#).

“

It's easier to take than to give. It's nobler to give than to take. The thrill of taking lasts a day. The thrill of giving lasts a lifetime.

Thank You

to all the BC Wineries, Breweries & Cideries who donated to our event.



LET'S DO THIS AGAIN NEXT YEAR!

“

It's easier to take than to give. It's nobler to give than to take. The thrill of taking lasts a day. The thrill of giving lasts a lifetime.

GIVING TUESDAY

Tuesday, December 2nd

*A day that inspires people to give,
collaborate, and celebrate generosity.*

The North Thompson Communities Foundation has been supporting local organizations and students in the North Thompson Valley through grants and bursaries for 22 years.

Now it's your opportunity to support the Foundation. Please donate today so we can continue our legacy. Be part of the largest "giving" day of the year. This year all donations will go towards our Bursary Fund.

Collecting donations at
AG Foods, Barriere
11am-5:30pm
Dec. 2nd

E-transfer to: ntcommunitiesfoundation@gmail.com
Mail a cheque to: PO Box 121, Clearwater BC, V0E 1N0
Go to:



Collecting donations at
Buy Low Foods,
Clearwater
11am-5:30pm
Dec. 2nd

*****Tax Deductable Receipts available***

November 7, 2025

To: Premier David Eby and Honorable Members of the Legislative Assembly

Re: An Open Letter to the Government of British Columbia - Urging Restraint on Bill M216, the Professional Reliance Act

We are a Metro Vancouver region-based group of urbanists, urban planners, architects, and UBC/SFU academics, most with decades of experience, some with a background in development, who have joined together to broaden the search for enduring housing solutions.

We are writing to you to address our concerns about [Bill M216](#), the Professional Reliance Act, that was recently introduced to the provincial legislature on [October 21, 2025](#) as a member's bill.

A Quiet Revolution in Local Governance: There is a quiet revolution underway in British Columbia—one that few citizens, and perhaps even few councillors, have yet noticed. With the introduction of Bill M216, the Professional Reliance Act, the provincial government is edging closer to a full-scale assumption of municipal planning powers, effectively rewriting the relationship between local democracy and development.

A Technical Bill with Profound Consequences: At first glance, the bill appears technical: a procedural adjustment to allow developers to hire certified professionals (“PGAs”) to review and approve projects. That may sound harmless, even efficient. Yet beneath its bureaucratic language lies a profound shift. Developers would be able to bypass municipal oversight, relying instead on provincially certified agents whose work local governments could not “peer review” (outside consultants) without provincial permission.

Part of a Broader Pattern of Provincial Overreach: This is not an isolated reform. As others have pointed out, Bill M216 builds upon a continuum of provincial interventions—Bills 44, 47, (2023) 13, and 15 (2024)—that expand provincial control over zoning and approvals, especially around transit corridors. Those laws already permit the province to dictate densities, override official community plans, and issue development permits directly if a city fails to comply. Bill M216 goes even further, embedding these powers in a professional governance framework that replaces local accountability with a provincially managed technocracy.

Institutionalizing Conflict of Interest: Even more troubling, this model institutionalizes conflict of interest. When certified professionals hired by developers are empowered to approve the very projects from which they earn their income, the integrity of the system collapses. The bill also eliminates the hard-won practice of incentivizing better urbanism through locally negotiated, taxpayer-informed zoning processes.

For decades, municipalities have used discretionary tools—community amenity contributions, design panels, and density bonusing—to secure parks, childcare facilities, and affordable housing. Bill M216 dismantles that tradition, substituting the private judgment of consultants for the collective will of local citizens.

Eroding Municipal Self-Determination: The bill’s provisions go so far as to allow the province to designate an alternative “local government” to handle approvals if an elected council proves too slow or resistant. This power effectively nullifies the principle of municipal self-determination.

Centralization Without Affordability: The pattern is unmistakable. Step by step, the tools of local planning—zoning, permitting, and density decisions—are being centralized under provincial authority, justified by the widely felt urgency of the housing crisis. Yet removing democratic checks does not guarantee affordability. On the contrary, it risks handing over unprecedented control to private actors and provincially appointed officials—for no discernible benefit and at great expense to the public good.

Lack of Transparency and Accountability: Equally concerning is how this legislation has been introduced. Instead of coming through the Minister of Housing or Municipal Affairs, Bill M216 arrived as a Private Member's Bill, tabled by an NDP MLA from Nanaimo. Substantive policy legislation is rarely advanced this way. The approach raises serious questions about transparency and accountability, especially given the sweeping implications for local democracy.

A Call for Democratic Restraint: We therefore urge restraint. Pause the progression of Bill M216. We note significant concerns also raised by the [Union of BC Municipalities](#) (UBCM). Engage municipalities, planning and design associations, and the public in a transparent review of how best to balance efficiency with democratic accountability.

In this tumultuous world, British Columbia should strengthen its reputation as a creative democracy, not weaken it.

Signed: (In alphabetical order on two pages below)

Larry Beasley, CM, FCIP, Former Co-chief Planner of Vancouver, author *Vancouverism*

Lance Berelowitz, AA Dipl RPP MCIP, Principal Urban Forum Associates.

Patrick Condon, Professor Emeritus UBC School of Landscape and Architecture, author *Broken City*. Former head city planner.

Frank Ducote, Principal, Frank Ducote Urban Design, former Senior Urban Designer, City of Vancouver

Dr. Alexandra Flynn, Associate Professor, Peter A. Allard School of Law, University of British Columbia and Co-Director, [Housing Research Collaborative](#) (which includes the [Housing Assessment Resource Tools project](#) and the [Balanced Supply of Housing Node](#))

Michael Geller, FCIP, RPP, MLAI, Ret Architect AIBC, urban planner, real estate consultant, developer and Adjunct Professor, SFU.

Barbara Gordon, Retired Architect AIBC and retired Director of Capital Planning, UBC

Penny Gurstein, PhD, MCIP (ret.) Professor Emeritus and Former Director, School of Community and Regional Planning, Co-Director, Housing Research Collaborative, UBC

Scot Hein, Retired Architect MAIBC/Formal COV and UBC Senior Urban Designer and Development Planner/Adjunct Professor Urban Design UBC/SFU Faculty Continuing Studies/Founding Board Member Urbanarium/Board Member Small Housing BC/Housing Advocate

Norman Hotson, Retired Architect AIBC, FRAIC, RCA, Hon PIBC

Sandy James, former City of Vancouver City Planner, Managing Director Walk Metro Vancouver

David Ley, OC, FRSC, PhD, Urban Geographer, Professor Emeritus UBC, Order of Canada

Mike Mangan, Barrister & Solicitor (Ret.), who worked with the real estate industry for many years, authored *The Condominium Manual* and taught at UBC for 25 years.

Signers Continued:

Darlene Marzari, first a Social Planner at City of Vancouver, fought the Freeway to save Chinatown/Gastown/ waterfront, City of Vancouver Councillor, BC Minister of Municipal Affairs, and established the Liveable Region Strategic Plan (1990)

Bill McCreery, former registered architect AIBC & AAA, helped create North & South False Creek & thousands of units of developer, public & social housing in BC, Alberta & UK, developed several Vancouver residential projects

Sean McEwen, Architect, AIBC, FRAIC. Affordable housing advocate

Graham McGarva, FRAIC, Retired Architect AIBC, M.A.

Elizabeth Murphy, private sector project manager, and senior property development officer, formerly with the City of Vancouver's housing and properties department, BC Housing and BC Buildings Corp

Brian Palmquist, Award winning architect and author, AIBC MRAIC BEP CP LEED AP

Tom Phipps, Retired Senior Planner City of Vancouver (33 years)

Mary Pynenburg MRAIC (Retired) MCIP (Retired) Former Director of Planning City of New Westminster, Former Director of Planning and Development City of Kelowna, former Director of Design / Development CP Hotels

Robert Renger, BES, MCP; Consultant City Planner; Former Senior Development Planner and City's lead for UniverCity at SFU, City of Burnaby

Mary Beth Rondeau, Ret Architect AIBC Former Urban Designer City of Vancouver

Ralph Segal, MAIBC (ret.) Former Chief Urban Designer / Development Planner, City of Vancouver

Ray Spaxman, ARIBA (Rtd), MRTPI (Rtd,) FCIP, Hon AIBC, LL.D, Director of Planning, City of Vancouver 1973-1989

Sara Stevens, PhD, Associate Professor UBC School of Architecture and Landscape Architecture, Chair of Urban Design, Co-founder of Architects Against Housing Alienation

Erick Villagomez, Lecturer UBC School of Community and Regional Planning, Principal, Métis Design | Build, Editor-in-Chief, Spacing Vancouver

Arny Wise, B. Comm., M.Sc., RPP, MCIP (ret), urban planner/ retired developer (President, Synergy Develop., VP Development, Goldfan Holdings), Board of Directors Toronto Economic Development Corporation (1990-1999)

David Wong, Architect, AIBC; formerly with Engineering & Planning Dept. City of Vancouver

Elvin Wyly, Urban Housing Researcher, Professor of Geography, UBC
