

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 July 20, 2026 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 July 20, 2026, Regular Council Meeting Agenda.

2. ADOPTION OF MINUTES

- a. That Council adopt the minutes of the June 29, 2026 Regular Council Meeting.

3. PETITIONS, DELEGATIONS AND SPECIAL PRESENTATIONS – none scheduled

4. STAFF REPORTS

- a. Department Updates – Department Heads
*submitted for information
- b. Quarterly 2 Financial Update – K. Abel, CFO
*submitted for information
- c. DRAFT Men's Shed Lease Agreement – D. Drexler, CAO
Recommendation: THAT Council approve the Lease Agreement between the District of Barriere and the Barriere and Area Men's Shed Society for the Old Chamber Building located at 4629 Barriere Town Road; and THAT Council authorizes the Mayor and Corporate Officer to sign the Lease Agreement.
- d. Fire Protection Service Agreement with Simpcw First Nation – A. Hovenkamp, Fire Chief
Recommendations: THAT Council approve the Fire Protection Services Agreement between the District of Barriere and Simpcw First Nation for the provision of fire protection services to Louis Creek Indian Reserve #4 and Barriere River Indian Reserve #3;

AND FURTHER THAT the Mayor and Chief Administrative Officer be authorized to execute the agreement on behalf of the District with any minor changes that may be brought to attention by Simpcw First Nations after their review of the agreement.

- e. Development Permit No. DP-26-01 Station – T. Buchanan, Corporate Officer
Recommendation: THAT Council approve the issuance of Development Permit Application DP-26-01 Station for the property located at 4394 Yard Road within the Highway Corridor Development Permit Area;

AND THAT issuance of the Development Permit be subject to:

- **receipt of a Security Deposit in the amount representing 125% of the estimated value of applicable form and character and related site works as outlined within the Development Permit; and**
- **execution of a Municipal Wastewater Connection Permit, satisfactory to the District, for connection to the municipal wastewater system.**

5. BYLAWS and POLICIES

- a. Employee and Council Expense Reimbursement Policy No. 61FI – D. Drexler, CAO
Recommendation: THAT Council adopts Policy No. 61FI – Employee and Council Expense Reimbursement Policy as presented; and THAT Council rescinds Policy No. 17 – Per Diem, Travel & Mileage Allowances Policy.
- b. Snow Clearing Policy No. 63PW – D. Drexler, CAO
Recommendation: THAT Council adopts Policy No. 63PW – Snow Clearing Policy, as presented; and THAT Council rescinds Policy No. 10 – Sidewalk, Walkway, and Stairway Snow Clearing.
- c. Reserve Contribution Policy – D. Drexler, CAO
Recommendation: THAT Council adopts Policy No. 64FI – Reserve Contribution Policy, as presented.

6. CORRESPONDENCE

- a. For Information
- b. For Action
 - i. Request for Speed Limit Reduction on Haigh Rd. – A. Mitchell

7. COUNCIL REPORTS

8. MAYOR'S REPORT

9. CONSIDERATION OF DELEGATION REQUESTS

10. PUBLIC INQUIRIES

11. NOTICE OF MOTION

12. CONVENE INTO CLOSED SESSION (if required)

Pursuant to Sections 90 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.

13. RECONVENE OPEN MEETING

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

15. **NEXT MEETING** – *August 10, 2026 @ 5:30pm*

16. **ADJOURNMENT**

DISTRICT OF BARRIERE
MINUTES OF A REGULAR COUNCIL MEETING

Held on Monday, June 29, 2026 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 - <i>absent</i> Councillor Louise Lodge Councillor Brody Mosdell	Councillor Donna Kibble Councillor Colin McInnis Councillor Scott Kershaw
Staff:	Daniel Drexler, Chief Administrative Officer Kathy Abel, Chief Financial Officer Chris Matthews, Public Works Manager	Tasha Buchanan, Corporate Officer 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 June 29, 2026, Regular Council Meeting Agenda.

CARRIED

2. ADOPTION OF MINUTES

- a. Moved by Councillor Lodge
Seconded by Councillor Mosdell
That Council adopt the minutes of the June 8, 2026 Regular Council Meeting.

CARRIED

3. PETITIONS, DELEGATIONS AND SPECIAL PRESENTATIONS

- a. Teen Scene Program Continuance Proposal – Bronwen Bird

Daniel Drexler left the meeting at 5:31pm.

Ms. Bird provided Council with an overview of "Teen Scene", a program that has been facilitated by the North Thompson Activity Centre Society (NTACS) for the past eight years (approximately) and which sees an average of 15-25 teens attending each Friday night. Ms. Bird explained that she has been a volunteer in the program for the past year and highlighted the many benefits the program offers Barriere's youth. Recently, NTACS announced that it is suspending the program with no communicated date of reopening. As the program has been operating under NTACS, the insurance for it has been under the District's Municipal Insurance umbrella for the past few years. Ms. Bird requested that Council consider facilitating the program temporarily as a District run program until such time as NTACS is able to resume it themselves. She explained that she would like to remain a volunteer of the program under the District and will ensure that all requirements of the District for such volunteers working with youth, including Criminal

Records Checks, Responsible Adult course completion, and any other clearances are met.

Ms. Bird concluded that should Council approve the temporary program facilitation under its umbrella, the program will be run out of the Ridge Gym. It was noted that as the Ridge Gym is a District controlled space, gym rental fees would not be an expense.

Daniel Drexler re-entered the meeting at 5:40pm

4. STAFF REPORTS

Council was provided an overview of the following items (a-e) submitted for information purposes. The written reports were included in the meeting's agenda package and are available online for public review:

- a. 2025 Annual Water Report – C. Matthews, Public Works Manager
**submitted for information*
- b. Floodplain Mapping and Flood Mitigation Plan Projects – Final Update– D. Drexler, CAO
**submitted for information*
- c. Capital Updates – J. Mosdell, Deputy Corporate Officer
**submitted for information*
- d. 2025/2026 Year in Review – Presentation – D. Drexler, CAO
**submitted for information*
- e. Quarterly 2 Strategic Plan Update – D. Drexler, CAO
**submitted for information*
- f. DRAFT Simpcw/DoB Emergency Services Mutual Aid Agreement – Fire Chief

The District of Barriere and Simpcw First Nations have operated under a year-over-year Mutual Aid agreement which was signed in 2015 and amended from time to time. The Fire Chief presented an updated version to replace the outdated agreement and noted that the draft has been compiled in collaboration with Simpcw First Nation.

One change has been made since publication of the report: Section 14.1 has been changed from 90 days to 180 days. Some other changes may still need to be implemented as final Simpcw sign-off is obtained.

Moved by Councillor Lodge

Seconded by Councillor Mosdell

THAT Council approve the updated District of Barriere – Simpcw First Nation Mutual Aid Agreement for the term of March 2026 to March 2029 as presented; and THAT Council authorize the Mayor and Corporate Officer to execute the agreement on behalf of the District of Barriere.

CARRIED

5. BYLAWS and POLICIES

- a. DRAFT Management Compensation Policy No. 60HR – D. Drexler, CAO

Moved by Councillor Lodge

Seconded by Councillor McInnis

THAT Council approves Policy No. 60HR – Management Compensation Policy, as presented.

CARRIED

Chief Hovenkamp left the meeting at 6:23pm

- b. DRAFT Financial Transaction Authorization Policy No. 62FI – D. Drexler, CAO

Moved by Councillor Kibble

Seconded by Councillor Kershaw

THAT Council adopts Policy No. 62FI – Financial Transaction Authorization Policy, as presented.

CARRIED

6. CORRESPONDENCE

- a. For Information

- i. Letter from Kathy Frezell re: Christian Flag Request

Moved by Councillor Kibble

Seconded by Councillor Lodge

That the correspondence be accepted for information.

CARRIED

- b. For Action - *none submitted*

7. COUNCIL REPORTS

- a. Councillor Kershaw provided a verbal report on the following:
- Volunteered at the June 21, 2026 Block Party
- b. Councillor Kibble provided a verbal report on the following:
- Volunteered at the June 21, 2026 Block Party
 - The Barriere Museum facilitated this year's Demo Day with the Elementary School.
 - Attended the TransMountain dinner informational
- c. Councillor Lodge provided a verbal report on the following:
- Attended a Barriere Chamber of Commerce Meeting as the Council Liaison
 - Attended the 2026 Barriere Secondary Graduation Ceremony
 - Participated in a TransMountain tour as well as attended the dinner informational.

- Attended a District of Clearwater Council Meeting on behalf of the North Thompson Communities Foundation.
 - Participated in the June 21, 2026 Block Party and preliminary figures show that the event generally broke even.
 - Met with the Barriere Trails Society as the newly appointed Council liaison.
- d. Councillor McInnis provided a verbal report on the following:
- Participated in a TransMountain tour as well as attended the dinner informational
- e. Councillor Mosdell provided a verbal report on the following:
- Participated in a TransMountain tour as well as attended the dinner informational

8. MAYOR'S REPORT

The Mayor provided a verbal report on the following:

- Attended the 2026 Federation of Canadian Municipalities (FCM) in Edmonton
- Spoke at the 2026 Barriere Secondary Graduation Ceremony
- Attended the 2026 Simpcw Graduation Ceremony
- Will be meeting with Chief Lampreau prior to September's UBCM Conference
- Organizers of the NTFFRA have reported receiving attendee concerns regarding the shortage of accommodation in Barriere.
- Visited former Mayor Virginia Smith prior to her relocation out of Barriere to Oliver, BC and wished her well.
- Volunteered at the June 21, 2026 Block Party

9. CONSIDERATION OF DELEGATION REQUESTS

a. Teen Scene Program

Council requested that staff reach out to the NTACS President to discuss the potential, temporary bridge of programming before making a final decision with the goal to schedule a Special Council Meeting as soon as possible in order to provide an answer to Ms. Bird and the users of Teen Scene as soon as possible, if required.

10. PUBLIC INQUIRIES – *none presented*

11. NOTICE OF MOTION – *none presented*

12. CONVENE INTO CLOSED SESSION

Moved by Councillor Mosdell

Seconded by Councillor Lodge

THAT pursuant to Sections 90(1)(c)(e) of the Community Charter, that the public interest requires that persons other than Council Members and required staff be excluded from the meeting and that Council continues the meeting in closed session to discuss confidential matters at 7:10p.m.

CARRIED

13. **RECONVENE OPEN MEETING** – *the meeting reconvened at 7:51p.m.*

14. **NEXT MEETING** – *July 20, 2026 @ 5:30pm*

15. **ADJOURNMENT**

Moved by Councillor Lodge that the meeting adjourn at 7:52p.m.

CARRIED

Mayor Rob Kerslake

T. Buchanan, Corporate Officer

District of Barriere

REPORT TO COUNCIL

Date: July 20, 2026	Agenda Item:
To: Council	From: Department Heads
Re: Departmental Updates	

CORPORATE:

Development:

Development Activity			
Construction Activity:	June	2026 YTD	2025
Total Building Permit Applications:	2	10	21
Total Construction Value:	\$425,000	\$1,582,325	\$3,291,020
Total Building Permits Finalized:	3	5	15 (since June)
Total Construction Value Finalized:	\$67,806.63	\$1,115,306.63	\$989,500

- Processed 2 Building Information Requests (BIR)
- Processed 2 Zoning Confirmation Requests

Agreements:

- Draft Men's Shed Lease Agreement for the Old Chamber Building – On Agenda for review.
- Cemetery Memorial Wall Agreement signed by Donor, Derek Stamer.

Bylaw Enforcement:

- Five (5) bylaw enforcement files were acted on in June.

2026 Local General Election (*October 17, 2026 – General Voting Day*):

- General Local Election information for Barriere is live on a dedicated “*2026 General Local Election*” page within the District's website: www.barriere.ca. A direct link can be found either within the green ribbon at the bottom of the home page, or under the ‘Mayor & Council’ tab. This information is helpful for both the general public as well as prospective candidates. A general timeline of important dates is attached.
- The pre-campaign period starts on July 20th. This means that as per legislation, all campaign advertising transmitted to the public between this date and General Voting Day must include an authorization statement with appropriate contact information. Prospective candidates are encouraged to contact Election BC directly regarding campaign financing regulations to ensure compliance.

Governance:

- Per Diem, Travel & Mileage Allowances Policy – on Agenda for review.
- Employee Recognition Policy - In progress
- 2025 Annual Report – In progress
- Officers and Delegation of Authority – In progress

Sessions/Meetings:

- Attended LGMA Conference in Penticton
- Attended Trans Mountain Information and Dinner Session

Recreation / Events:

- Canada Day was a huge success – One of the largest crowds we have had in recent years, even with the rain.
- July 10th was the first Bandshell Fridays with Music in the Park. Upcoming dates include July 24th - 90's night with Kiefer James and Darcy Adair, August 7th with Kamloops 3 piece band, Tight'er and August 28th with Jeremy Kneeshaw.
- The first Movies in the Park is upcoming on July 17th, showing *Hoppers*. Future movies include *How to Train Your Dragon* on July 31st and *Grease* with a costume contest on August 14th.
- No Bandshell Fridays on August 21st due to the RCMP Musical Ride which will be happening at the Fall Fair Grounds.

PUBLIC WORKS:

Operations:

Public Works			
	June	2026 YTD	2025
Potholes Filled:	TBA	93	195
Pavement Repairs:	TBA	2600	17499
Burials:	TBA	1	0
Cremations:	TBA	1	4
Deceased Animal Recovery:	TBA	1	4
After Hours Call Outs: Irrigation	TBA	0	4
Water Distribution			
	June	2026 YTD	2025
New Construction Service Connections:	0	0	5
Water Service On/Off Requests:	3	26	34
Interior Health Water Quality Tests:	15	75	148
Water Usage:	53624	212363	448356
Waterline Repairs:	0	4	7
After Hours Call Outs:	2	5	16
Wastewater Collection & Treatment			
	June	2026 YTD	2025
New Construction Service Connections:	0	0	6
Ministry of Environment Wastewater Tests:	9	44	84
After Hours Call Outs:	0	0	0
General			
	June	2026 YTD	2025
BC One Calls Supported:	5	25	42
Events Supported:	2	4	17

EMERGENCY SERVICES:

Fire Department			
	June	2026 YTD	2025
Fire	1	12	23
Rescue / Motor Vehicle Incidents	2	15	15
Hazardous Condition (No Fire)	0	5	4
Service Call / Public Assist	2	11	23
Fire Burning Complaint / Fire Investigation / Fire alarm	2	15	36
False Alarm	0	0	20
Total Calls	7	58	121
Public Education & Events	6	12	18
FireSmart Assessments	3	16	17
Fire Prevention / Fire Inspections	2	28	4

Fire Department:

- Chief attended the Fire Chief's Conference
- Meeting with Simpcw First Nation to discuss ongoing partnerships
- Fun-Day with the Elementary school
- Forestry Deployment to Lytton & Area
- Attended the Block Party on June 20th
- Barriere Firefighters Association assisted with the Canada Day event
- The Bushtruck pump broke down – Bushtruck pump back in service (faulty primer and wiring)

FireSmart:

- FireSmart Showcase property project underway
- Rebate Program has begun is closed, reviewing applications
- Second FireSmart Crew Member started June 30th
- Began fuel mitigation at Shallow Well
- Attended the Barriere Legion's 100th Birthday Party

Weather/Other:

- Entering the height of forest fire season:
 - Environment Canada and BCWS posted several publications of forecasted dry lightning across several locations of the Kamloops Fire Centre. BC Wildfire Service has strategically positioned crews, helicopters, and other resources throughout the Kamloops Fire Centre to ensure a rapid response to any new wildfire starts.
- Followed by a verbal report

FINANCE:

Financial Services			
	June	2026 YTD	2025
Cash Collected:	\$1,501,013	\$2,976,199	\$4,963,536
Cash Disbursed:	\$782,902	\$2,662,512	\$5,861,273

	June	2026 YTD	Project Total
ICIP Wastewater Treatment Grant Funds Received:	\$0	\$62,485	\$341,465

- With tax billing mailed out in May, June is typically the busiest month for financial transactions. As can be seen by the above results, cash collected exceeded cash disbursed this month.
- Cash disbursed is higher this month than usual, it should be noted that approximately \$506,000 of this total is WWTP expenses and an additional \$25,000 are Capital Project expenses.
- 2025 audit continues. We are anticipating being wrapped up towards the end of August early September.

2026 Local General Election Calendar – Important Dates



Date	Event	Legislation
Jan. 1, 2026	Election Period Begins	LECFA 10
Mar. 10, 2026	Last day to meet 6-month BC residency requirement for candidates seeking nomination	LGA 81(1)(c)
Aug. 10, 2026	Nomination Packages Available	Administrative
Sept. 1, 2026	Nomination Period Begins at 9:00 a.m.	LGA 84(1)
Sept. 11, 2026	Nomination Period Closes at 4:00 p.m. – All candidates who have submitted nominations are officially declared	LGA 84(1), 97(1)
Sept. 15, 2026	Challenge period for candidate nominations ends at 4:00 p.m.	LGA 91(2)
Sept. 18, 2026	Withdrawal of Candidate Deadline at 4:00 p.m.	LGA 98
Sept. 19, 2026	Campaign Period Begins	LECFA
Sept. 21, 2026	Chief Election Officer declares Election by Voting (or Acclamation) at 4:00 p.m.	LGA 98(2)
Oct. 3, 2026	Additional Advance Voting Opportunity (8 a.m. - 8 p.m.)	Election Bylaw
Oct. 7, 2026	Required Advance Voting Opportunity (8 a.m. - 8 p.m.)	LGA 107(1)
OCT. 17, 2026	GENERAL VOTING DAY (8 a.m. - 8 p.m.)	LGA 54
Oct. 17, 2026	CEO Announcement of Preliminary Election Results	LGA 144(1)
Oct. 21, 2026	Deadline for CEO Declaration of Official Election Results before 4:00 p.m.	LGA 146(1)
Nov. 9, 2026	Inaugural Meeting @ 7:00 p.m. - Ridge Gym	LGA / CC
Jan. 15, 2027	Campaign Financing Disclosure Statements Due	LECFA 47
Feb. 16, 2027	Late Filing Deadline (with \$500 fee due to Elections BC)	LECFA 47

- *Successful Candidates must be available for newly Elected Official training sessions (usually 2 sessions). Exact dates will be provided to all candidates soon after September 18th and confirmed to all successful candidates following the election. These dates typically are scheduled during the last week of October or first week of November prior to the Inaugural Meeting.*

Tasha Buchanan, Chief Election Officer
(250) 672-9751 or tbuchanan@barriere.ca

Jamie Mosdell, Deputy Chief Election Officer
(250) 672-9751 or jmosdell@barriere.ca

General inquiries: inquiry@barriere.ca
www.barriere.ca

District of Barriere

REPORT TO COUNCIL

Memorandum

Date: July 20th, 2026	File: 530.20/Rpts
To: Council	From: Chief Financial Officer
Re: Financial Update – Q2 2026	

Purpose

To provide Council with a Financial Update for Q2 2026.

Background

The attached financial reports are based on available information up until July 6th, 2026. The package consists of operating revenues and expenditures for General Operations and the Utilities, a summary of the Capital Projects progress, as well as a summary of Special Operating Grant related projects.

The timing of receipts or invoices may be a factor in whether certain revenues and expenses have been captured to date. The budget amounts used in these reports are those of the approved budget adopted by Council as part of the Financial Plan Bylaw in March 2026.

The following summary includes some highlights and additional information regarding the financial results.

Operating Revenue Highlights:

- Tax notices were mailed out in mid-May. As of July 6th, 2026, the following tax amounts are outstanding.
 - \$287,691 outstanding for current taxes
 - \$121,254 outstanding for 2025 taxes (Arrears)
 - \$92,809 outstanding for 2024 and prior taxes (Delinquent)
- After the tax payment deadline of July 2nd, penalties of \$36,577 were posted against current tax amounts that remained unpaid. Daily interest accrues on previous year's unpaid amounts.
- As per legislation, the 2026 Tax Sale has been scheduled for 10:00am on September 28th, 2026, in council chambers. Properties which have delinquent 2024 tax amounts outstanding are at risk of tax sales this year. Finance staff will be working on contacting all at risk properties ahead of the mandated notification period.

- **Revenue from all sources** is reported at 87% including tax amounts billed for all taxing authorities. When results are broken down to Municipal taxes, without the other taxing authorities, the overall revenue result is 81% of budget. It should be noted that although taxes are showing at 100% that is what was billed not necessarily what has been collected. Given the outstanding amount reported above, we have collected approx. 90% of the 2026 levied amounts.
- As reported in the Q1 report, the **Revenue from own sources** category includes revenue from services such as the Cemetery, Business Licenses, and the Building and Planning Departments. Similar to Q1 reporting, many of these sources remain ahead of budgeted targets and in some cases exceeding annual amounts.
- Also included in this category is return on investments and deposit interest. Both are currently below target. As investments came up for renewal last year, the renewals were put into investments which staggered the upcoming maturity dates so that they provide better flexibility to be used if needed for Capital Projects. Interest payments will be occurring later in the year (Sept – Nov) at which time we will see these line items reach the budgeted targets.
- At present, the interest rate spread for the term deposits is between 2.50% and 3.60% for our accounts.
- **Grants in Lieu of Taxes** are reporting at 78%, we are still waiting on a couple payments that are typically paid closer to the end of July. Our payment from BC Hydro this year was slightly less than budgeted due to the decrease in BC assessed value after an appeal was approved dating back to 2023 for one of their properties. The reassessment resulted in an adjustment of \$1,334.82 to this years in lieu payment.
- **Transfer from Other Government** has been captured at 66% at this time. We received the Small Communities Grant on July 3rd. While we have no control on what amount is paid to us, it was anticipated that the payment would be \$421,000; based on 2025 revenue. For 2026 we received \$416,000.

We are still awaiting the Community Works Fund grant payment. It has been budgeted to receive \$284,00 from this fund, representing payments for 2025 and 2026 at approx. \$142,000 each. Since the Q1 update, the CWF reporting has been completed for 2025, and we are now awaiting the 1st payment. Once our audit is complete, reporting will follow so the 2026 payment can be issued.

- **Contract with Other Governments** is currently below budget. Once our 2025 audit has been completed, we will invoice the TNRD for their portion of the fire services and cemetery services agreements that are in place. This category also captures revenue earned by our Fire Department for Wildfire Deployments and Highway Rescue calls. The team was called out in June, but the invoice to BC Wildfire is still in progress. Revenue will be captured in the next update. Any associated wildfire expenses will be captured as an offsetting amount at roughly 50% in the expenses category.

Operating Expense Highlights:

- Overall expenses are reported at 36%, however if taxes paid to other governments are removed from the results, operating expenses are 60%.
- As previously reported in Q1, there are a few annual expenses that are incurred at the beginning of the year which result in departments looking ahead of budget. Insurance costs including ICBC fleet insurance are charged in the 1st quarter and new this year, vacation entitlements have been frontloaded for staff in all departments.

Continuing to factor this into the results, it is safe to say that generally, all departments are within an acceptable percentage of expenses at this time of the year. Since the 2026 Q1 report, all departments have seen 25% or less changes in their target percentages. At the end of the second quarter results should be in the 50% range. There are additional details for those departments with slightly higher overall results below.

- **General Government** is reported at 69%, however this still includes a large final payment for the 2024 audit which was incurred in 2025 but not invoiced and paid until 2026. If it is removed from the results, the category is reported at 63%. Main contributors to the higher results are an increase in postage and freight expenses, mileage expenses so far this year and payments for annual IT subscriptions for our finance software and website support services.
- **Recreation** is reporting ahead of budget. Last year, council approved the Recreation Committee opening their own independent bank account. As such, the annual budgeted amount for community events has been issued to the committee, resulting in higher expenses being recorded for this time of year than would have been seen in previous years.
- **Facilities** are slightly above budget due to annual insurance premiums being expensed early in the year, and premiums being slightly higher than budgeted amounts. Utility costs for our buildings such as hydro and propane are higher than budgeted and contribute to the overall percentage.
- **Fire Services** are reporting at 61%, however this includes the recent expenses incurred as a result of the 1st wildfire deployment of the year. With these expenses excluded from the results the Fire Services department reports at 56%. The annual insurance costs for fire vehicles and vacation expenses are contributing to the slightly higher than budget results for Q2.
- **Parks** are slightly above budget at 61%. Mileage expenses are exceeding budget along with insurance costs and expenses for some irrigation repairs.
- **Taxes Paid to Other Governments** – Although the report indicates 0% at the time of preparing this report. Remittances to the other taxing authorities will be completed in the month of July. It should be noted that full remittances are required by the other taxing authorities regardless of the amount collected by the district. Thus, if taxes remain unpaid, those other taxing authority amounts are remitted from district funds.

Utilities Revenue and Expenses Highlights

- 2 out of 4 utility billing periods have been completed. As such, the billed amounts are on budget; however, as outlined below, not every customer has paid their bill.
- For Utility Bills, the District issues invoices at the beginning of each quarter. Q2 billing was issued on July 6th, 2026. As of the time of writing this report, the following amounts are outstanding.
 - \$166,546 current billing, penalties will apply after August 10th
 - \$30,823 Q1 2026 billing.
 - \$19,062 Q4 2025 billing.
- Expenses for both Water and Wastewater utilities would be considered on track. Both departments have seen less than 20% change in results since Q1 reporting. Besides insurance and utility costs for our plants, the cost of pumping and trucking effluent was high in the previous quarter and continues to contribute to slightly higher overall results for the wastewater utility.

Capital Projects and Grant Funded Operational Projects

- Capital projects have been selected through the 2026 budget process. It has been a busy first half of the year and many projects have been completed, and work continues with those remaining. In some cases, work has been started or completed but invoicing has not been received yet. This results in a variance between project complete and budget used percentages.
 - Winter Roads Equipment – 1st plow truck, snowblade and design for sand shed have been purchased. Currently working on the acquisition of a 2nd plow truck and sander. Construction of the sand storage shelter planned for Q3.
 - Bandshell Washroom - Door locks have been installed.
 - Traffic Calming – Delinears and planters have been installed.
 - Hall Road – No response yet from CN Rail regarding the amended invoice. Staff have followed up and are awaiting a response.
 - Pump Replacement – The Fire Engine Pump has been fixed, engine 3 remains in service.
 - Wayfinding Program Study – Substantially complete.
 - Wastewater Treatment Plant – Receiving equipment and reviewing proposals for Construction. Anticipating construction to commence in Q3.
 - Emergency Repairs – There has been no need to utilize this budget.
- Since the last reporting, both the Leonie Lake Dam Study and the Flood Mitigation Plan projects have been completed and final reporting submitted. The last invoices are still in progress.
- Canada Day celebrations were budgeted at \$1,210. however, the grant received was for \$2,410. Those funds were moved to the recreation committee, and a wonderful Canada Day celebration was held in the community.
- The other projects are progressing as expected.

Attachments

- Budget /Actual report items:
 - General Operating Summary
 - Utilities Summary
 - Capital Projects Summary
 - Operating Grant Projects

Prepared by:
K. Abel, Chief Financial Officer

District of Barriere - Financial Summary

06-Jul-26

Revenue				
	Approved Budget	Actuals	Variance	% of Budget
Taxes*	\$ 2,890,948	\$ 2,890,846	\$ 102	100%
Grants in Lieu of Taxes	\$ 42,500	\$ 33,321	-\$ 9,179	78%
Sales of Service	\$ 274,369	\$ 142,968	\$ 131,401	52%
Revenue from Own Source	\$ 177,749	\$ 127,818	\$ 45,811	57%
Transfer from Other Gov't	\$ 855,000	\$ 566,000	\$ 289,000	66%
Contract with Other Gov't	\$ 70,405	\$ 8,334	-\$ 62,071	12%
	\$ 4,310,971	\$ 3,769,287	\$ 395,064	87%

*Excluding Other Taxing Authorities, Overall Revenue is 81%

Expenses				
	Approved Budget	Actual	Variance	% of Budget
Legislative	\$ 124,825	\$ 52,919	\$ 71,906	42%
General Govt	\$ 670,846	\$ 464,341	\$ 206,505	69%
Facilities	\$ 143,050	\$ 87,079	\$ 55,971	61%
Recreation	\$ 52,200	\$ 31,110	\$ 21,090	60%
Highway Rescue	\$ 3,750	\$ 1,746	\$ 2,004	47%
Fire Services	\$ 300,335	\$ 182,065	\$ 118,270	61%
Fleet & Equipment	\$ 83,650	\$ 41,051	\$ 42,599	49%
Roads Services	\$ 419,968	\$ 244,486	\$ 175,482	58%
Solid Waste Services	\$ 237,288	\$ 127,001	\$ 110,287	54%
Development-Building	\$ 35,750	\$ 14,478	\$ 21,272	40%
Development-Planning Zoning	\$ 14,000	\$ 4,212	\$ 9,789	30%
Parks	\$ 232,589	\$ 142,139	\$ 90,450	61%
Cemetery	\$ 18,849	\$ 9,426	\$ 9,423	50%
Taxes Paid to Other Gov't *	\$ 1,504,676	-\$ 4,249	\$ 1,508,925	0%
	\$ 3,841,776	\$ 1,397,803	\$ 2,443,973	36%

*Not a true District expense, if removed overall expenses are 60%

Transfers				
	Approved Budget	Actual	Variance	% of Budget
Trans from Surplus	\$ -	\$ -	\$ -	0%
Trans from Reserves	\$ 1,562,000	\$ 1,320,000	\$ 242,000	85%
Transfer to Reserves	\$ 5,070,000	\$ 148,013	\$ 4,921,987	3%
	\$ 6,632,000	\$ 1,468,013	\$ 5,163,987	22%

District of Barriere - Utilities Summary**06-Jul-26**

Revenue				
	Approved Budget	Actuals	Variance	% of Budget
WATER	\$ 565,637	\$ 287,804	\$ 277,833	50.88%
WASTEWATER	\$ 152,775	\$ 75,993	\$ 76,782	49.74%
	\$ 718,412	\$ 363,797	\$ 354,615	50.64%

Expenses				
	Approved Budget	Actuals	Variance	% of Budget
WATER	\$ 414,685	\$ 236,742	\$ 177,943	57.09%
WASTEWATER	\$ 279,476	\$ 156,380	\$ 123,096	55.95%
	\$ 694,161	\$ 393,122	\$ 301,039	56.63%



District of Barriere
CAPITAL EXPENDITURES
YTD Ending July 6th, 2026

		APPROVED BUDGET 2026	YTD Q2 2026	% OF BUDGET 2026	% OF PROJECT COMPLETE	FUNDING SOURCE
GENERAL OPERATIONS						
Winter Roads Equipment	Roads	150,000	57,483	38%	40%	MFA Loan
Roads Program	Roads	75,000	35,798	0%	50%	Reserve
BBC Storage Rooms - Energy retrofit	Admin	7,500	6,031	0%	100%	Reserve - Climate Action
Bandshell Washrooms Door Locks	Parks	5,000	3,709	0%	100%	Reserve
Traffic Calming	Roads	7,500	7,644	102%	100%	Grant - ICBC
CN - Hall Road	Roads	25,000	-	0%	98%	Reserve
IT Equipment	IT	20,000	3,040	15%	85%	Reserve
Turnout Gear	Fire	25,000	303	1%	10%	Reserve
Pump Replacement	Fire	40,000	35,592	89%	100%	Reserve
Wayfinding Program Study	Admin	20,000	7,750	39%	85%	Reserve
WATER/WASTEWATER						
Wastewater Treatment Plant	Wastewater	4,600,000	589,642	13%	20%	Grant / Reserve - GCF
Emergency Repairs	General	100,000	-	0%	0%	Reserve- Water
TOTAL CAPITAL		\$ 5,075,000	\$ 746,992	15%		



District of Barriere
OPERATING PROJECT EXPENDITURES
YTD Ending July 6th, 2026

		APPROVED BUDGET 2026	YTD Q2	% OF BUDGET 2026	% OF PROJECT COMPLETE	FUNDING SOURCE
2025 Carry Forward Projects						
Indigenous EMCR - Year 2	Corp/Fire	40,282	37,553	93%	100%	Grant
LGHI - Housing Legislation Fund	Planning	54,426	-	0%	75%	Grant
CEPF - Leonie Lake Dam Study	PW	51,962	17,400	33%	100%	Grant
TNRD - Bulk Water Station	TNRD	2,500	-	0%	15%	Grant
E911 - TNRD until 2027	TNRD	21,000	-	0%	50%	Grant
Flood Mitigation Plan	PW	38,099	25,255	66%	90%	Grant
CEPF - EOC & Training	Fire	28,399	12,965	46%	85%	Grant
CEPF - Fire Dept Equipment & Training	Fire	12,800	7,834	61%	60%	Grant
Subtotal 2025 Carry Forward Projects		249,468	101,007	40%		
2026 New Projects						
Firesmart Phase 2	Fire	200,000	78,929	39%	40%	Grant
Canada Day	Events	1,200	2,410	201%	100%	Grant
Asset Management Investment Plan	CAO		-	0%	0%	Grant/Reserve
BC Hydro Regreening	Parks	10,000	9,095	91%	100%	Grant
Subtotal 2026 Projects		211,200	90,434	43%		
TOTAL OPERATING PROJECTS						
		\$ 460,668	\$ 191,441	42%		

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: July 20, 2026	File: 530.20/Rpts
To: Council	From: Deputy Corporate Officer
Re: Barriere and Area Men's Shed Society Lease Agreement for Old Chamber Building	
Recommendation: THAT Council approve the Lease Agreement between the District of Barriere and the Barriere and Area Men's Shed Society for the Old Chamber Building located at 4629 Barriere Town Road; AND THAT Council authorizes the Mayor and Corporate Officer to sign the Lease Agreement.	

Purpose

To obtain Council approval of the Lease Agreement between the District of Barriere and Barriere and Area Men's Shed Society (BAMS) for the Old Chamber Building located at 4629 Barriere Town Road.

Background

BAMS first appeared before Council at the February 23, 2026, meeting to present their proposal for the use of the Old Chamber Building at 4629 Barriere Town Road.

At the April 20, 2026, meeting, BAMS returned to Council to present its proposed phased development and revitalization plan for the facility. Following the presentation, Council passed the recommendation ***THAT Council instruct Staff to include the proposed development plan, milestones, and layout in the draft lease agreement with the Men's Shed; AND THAT the Barriere Men's Shed group be authorized to act as the agent for the purposes of executing building permits for the Old Chamber Building property.***

Following Council's direction, Staff worked collaboratively with BAMS to prepare the attached Lease Agreement. The draft agreement incorporates the terms previously identified by Council, including an annual rent of \$1.00, a three-year lease term with one optional two-year renewal, tenant responsibility for utilities, taxes, maintenance, repairs, insurance, and capital improvements, together with annual reporting and asset management requirements.

The finalized draft Lease Agreement was reviewed and approved by BAMS at its meeting held on July 7, 2026. Staff are now seeking Council approval so that the lease may commence as early as August 1, 2026.

Summary

The proposed Lease Agreement with BAMS, has been prepared following Council direction and subsequent review by BAMS. Key terms of the agreement include:

1 – Lease Area: The lease is intended for the Building and Premises; The facility will be used for Men's Shed programming, community workshops, meetings, storage, and related community benefit purposes.

2-3 – Term and Renewal: The lease is for an initial three-year term commencing with the option for one additional two-year renewal term. Renewal must be requested a minimum of 180 days prior to expiry and remains at the discretion of Council

5- Rent: The annual rent is \$1.00. A formal lease agreement does require a minimum amount of \$1.00 to constitute a legal agreement.

6-11 – Operating Costs, Maintenance, and Repairs: The agreement is structured as a net lease. The Tenant assumes responsibility for all operating costs associated with the Building, including utilities, maintenance, repairs, replacements, insurance, property taxes, and capital improvements. The Building is accepted in "as-is" condition. Annual maintenance planning meetings between the Tenant and District Staff are required.

12-13- Repair in the Event of Damage: The District has no obligation to repair, reconstruct, or financially contribute toward the Building following major damage.

20-21 – Alterations and Improvements: Future alterations require the prior written approval of the District. The three-phase revitalization plan submitted by the Society is incorporated into the lease and deemed approved in principle, subject to obtaining all required permits, inspections, and regulatory approvals.

22-23 – Capital Improvements: The Tenant is required to maintain financial records relating to all capital improvements and provide an annual report to the District by January 15 outlining completed works, planned projects, building condition concerns, and supporting financial documentation.

24-25 – Right of First Refusal: Should the District decide to sell the property during the term of the lease, the Tenant will be provided the first opportunity to purchase the Premises.

28-34 – Insurance: The District will maintain fire insurance on the Building for its ownership interest, with the Tenant reimbursing the annual premium. The Tenant is responsible for maintaining liability and contents insurance, naming the District as an additional insured and first loss payee, and providing proof of insurance annually. The District has no obligation to fund repairs or reconstruction should the Tenant's insurance be insufficient.

39-40 – Tenant Covenants: The Tenant would be in default of the lease should they fall out of good standing under the BC Societies Act or should the cleanliness of the premises not be sufficient to ensure the health and wellbeing of the public.

45 – Termination: Either party may terminate the lease by providing six months written notice.

Schedule "C" – Phased Development Plan: Incorporates BAMS proposed phased development and revitalization plan with an estimated total project value of approximately \$110,000 over a five-year period.

Schedule “D” – Operating Responsibilities: Identifies the operating responsibilities of the Tenant, reflecting the intent that the Tenant assume responsibility for the day-to-day operation of the facility.

Schedule “E” – Additional Clauses: Includes provisions respecting tenant improvements, permissive tax exemption eligibility, annual facility maintenance and asset management planning, annual financial reporting, District use of the facility and dispute resolution.

Benefits or Impact

General

Providing a no-cost lease will help BAMS become established while enabling the group to revitalize the facility for community use.

Finances

The District will receive annual rent of \$1.00 and will maintain fire insurance with an annual reimbursement cost. The Tenant will be responsible for all other operating costs.

Strategic Impact

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

b. Support our local community partners and enable them to provide a benefit to the community on behalf of the District

Risk Assessment

Compliance:

Council has the authority to lease property; however, must follow the Local Government Act for disposition purposes.

Risk Impact: Low.

Internal Control Process:

Staff have completed the statutory advertisement requirements by advertising in the newspaper and on the District website. Staff will follow internal processes to finalize the lease.

Next Steps / Communication

- Finalize lease with BAMS and confirm lease agreement date commencing on August 1, 2026.
 - A formal “handover of the keys” photo opportunity will be arranged.
-

Attachments

- Draft Lease Agreement

Recommendation

THAT Council approve the Lease Agreement between the District of Barriere and the Barriere and Area Men’s Shed Society for the Old Chamber Building located at 4629 Barriere Town Road; AND THAT Council authorizes the Mayor and Corporate Officer to sign the Lease Agreement.

Alternative Options

1. Council could choose to amend the terms of the draft lease agreement.
2. Council could choose not to enter into the agreement.

Prepared by:

J. Mosdell, Deputy Corporate Officer

Reviewed by:

D. Drexler, Chief Administrative Officer

INDENTURE OF LEASE

THIS LEASE dated _____.

BETWEEN

THE DISTRICT OF BARRIERE

4936 Barriere Town Road, P.O. Box 219
Barriere, British Columbia, V0E 1E0

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

AND

BARRIERE AND AREA MEN’S SHED SOCIETY

4629 Barriere Town Road
Barriere, British Columbia, V0E 1E0

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. The Landlord is the registered owner in fee simple of that parcel of land and premises located at 4629 Barriere Town Road, Barriere, BC, commonly referred to as the “Old Chamber Building”, and legally described as set out in Schedule “A”;
- B. Located on the land is a premise which the Tenant will use for Men’s Shed programming, community workshops, meetings, storage, and related community benefit purposes;
- C. The Landlord wishes to lease to the Tenant and the Tenant wishes to lease from the Landlord premises shown on the sketch plan attached as Schedule “B”;
- D. The Tenant has submitted a proposed phased development and revitalization plan for the Premises attached as Schedule “C”
- E. In the best interests of the community, Council authorizes the Tenant to act as the Landlord’s agent for the purpose of executing building permits related to improvements to the Premises.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Lease:

1. The Landlord hereby leases the Premises described in Schedule "B" (the "Building") and located on the land described in Schedule "A" (the "Premises") to the Tenant on the terms and conditions set out in this Lease.

Term:

2. This Lease shall be for a term of three (3) years, commencing on _____ (the "Commencement Date") and expiring on _____ (the "Term").

Renewal:

3. If the Tenant is not in default under this Lease at the time of giving notice of renewal and at the time of the commencement of the renewal term, the Tenant may request this Lease for one consecutive additional term of two (2) years, on the same terms and conditions (except this option for further renewal, and the amount of Rent, which shall be renegotiated), by giving notice to the Landlord in the manner required for giving notices not less than 180 days before the scheduled expiry of this Lease. The Landlord at its sole discretion may elect not to renew the Lease.

Occupancy:

4. Notwithstanding any provisions under the Zoning Bylaw, the Premises are hereby leased for the express purpose of Men's Shed programming, community workshops, meetings, storage, and any ancillary uses.

Rent:

5. The Tenant shall pay the Landlord annually rent of \$1 payable (the "Rent") each Year in one installment. The payment of \$1.00 is due on the anniversary date of this agreement.

Operating Costs:

6. Schedule "D" details the operating costs in relation to the Building and Premises and which party is responsible for what costs. The Tenant is responsible for all its operating costs in relation to its use of the Premises not expressly itemized in Schedule "D".

Utilities:

7. The Tenant shall pay all charges for the utilities as itemized in Schedule "D". The Tenant shall pay all charges for services rendered in respect of the Tenant's use of the Building and Premises not specifically itemized in Schedule "D".

Maintenance:

8. Subject to the Tenant's repair obligations as set out in Section 9, the Tenant shall maintain the Building and Premises and shall provide the services in relation to the Building set out in Schedule "D". The Tenant accepts the Premises in "as-is" condition.

Repairs:

9. The Tenant covenants at its sole cost and expense, to maintain, repair, replace, operate, and manage the Building, Premises, and all associated improvements, including but not limited to all structural components, windows, building envelope, roof, HVAC, mechanical, electrical, plumbing and utility systems, in good repair and operating condition. Annual meetings to be scheduled in accordance with Schedule "E".
10. The Tenant shall be responsible for all costs associated with repairs to the Building and Premises arising as a result of the Tenant's use of the Building and Premises or as a result of the use of the Building and Premises by any agent, contractor, licensee, employee or invitee of the Tenant and all costs associated with all other repairs to the Building and Premises.
11. The Tenant shall not overload any floors in the Building. Load shall not exceed 40 pounds per square foot floor loading (as measured against the overall load capacity of the floor space).

Repair in the Event of Damage:

12. If the Building or Premises are damaged by fire or any other hazard or requires any major capital repair, whether due to damage or other unforeseen incident, such that the Building or Premises are rendered untenable or such that convenient access is prevented, the Landlord shall have no obligation whatsoever to repair, replace, reconstruct, or financially contribute toward the Building or Premises in any circumstance.
13. If the damage is severe enough to preclude the reoccupation of the Building or Premises by the Tenant for a period in excess of ninety (90) days, and the Landlord elects not to repair or restore the Building, either party may, within thirty (30) days of determining that the Building will remain untenable for such period, serve notice upon the other of the immediate termination of this Lease.

Landlord's Right to Perform:

14. If the Landlord delivers to the Tenant written notice of an alleged default in any of the services to be provided by the Tenant hereunder, and the Tenant fails to remedy such alleged default in regard to maintenance:
 - a) Within thirty (30) days from and after delivery of such written notice; or
 - b) Within such period less than thirty (30) days from and after delivery of such written notice as will ensure that the Landlord suffers no loss or damage if, by reason of the nature of alleged default, the Landlord may reasonably be expected to suffer loss or damage if such alleged default is not remedied within a period less than thirty (30) days,

then and in any and every such event, the Landlord may immediately terminate this Lease and may pursue any other available remedies as well.

Notification of Defect:

15. The Tenant shall promptly give the Landlord notice of any structural or personal accident, defect, or material damage within the Premises, systems, or services for which the Tenant has an obligation under this Lease and which have come to the Tenant's attention.

Access:

16. The Tenant and their respective servants, agents, employees, licensees, and invitees shall have the right in common with other occupants of the Building and Premises to pass, repass, and utilize the Land for the purposes of ingress, egress, and full enjoyment of the Building and Premises, parking, and other facilities in use by the Tenant.
17. The Lands comprising the Premises shall remain available for public use as designated by the Landlord for uses including, but not limited to, public parking.

Quiet Enjoyment:

18. The Landlord hereby covenants with the Tenant for quiet enjoyment.

Compliance with Laws:

19. The Tenant and the Landlord shall each comply with and observe all federal, provincial, and local government laws, bylaws, rules, regulations, orders, permits, and licenses in force with respect to the Building and Premises and any alterations to the Building and Premises.

Alterations:

20. The Tenant shall be able, only with the prior written consent of the Landlord, (which consent may be unreasonably withheld or delayed at the sole decision of the Landlord) to make such alterations or additions to the Building or Premises as it may from time-to-time request in writing and as are required for the conduct of its business. If the Landlord does not respond within thirty (30) days to such a request, consent will be deemed to have been denied.
21. Notwithstanding the foregoing, the alterations, additions, improvements, and phased revitalization works identified in Schedule "C" are deemed approved in principle upon execution of this Lease, subject to all applicable permits, inspections, bylaws, codes and regulatory approvals.

Capital Improvements

22. The Tenant shall maintain complete and accurate financial records relating to all capital improvements, repairs, maintenance activities, renovations, replacements, and construction undertaken on the Premises, including but not limited to copies of invoices, receipts, contractor agreements, proof of payment, permits and inspection records, warranty documentation, and any other supporting documentation reasonably required by the Landlord for audit, accounting, insurance, asset management, or financial reporting measures.

23. The Tenant shall provide the Landlord with an annual written update no later than January 15 of each calendar year summarizing capital works completed during the previous calendar year, ongoing projects, anticipated future capital works, and any material building condition concerns or deficiencies known to the Tenant. The annual update shall include copies of invoices, receipts, permits, inspection records, and other supporting documentation relating to capital works completed during the previous calendar year, together with any additional documentation requested by the Landlord.

Notification of Sale, Assignment and Right of First (1st) Refusal:

24. If at any time during the Term of this lease the Landlord intends to sell the Premises, the Tenant shall have the right of first (1st) refusal to purchase the Premises. The Landlord shall provide the Tenant with written notice of its intention to sell, including the proposed purchase price and any material terms and conditions of the proposed sale. The Tenant shall have sixty (60) days from receipt of such notice to advise the Landlord in writing whether it elects to purchase the Premises on those terms.
25. If the Premises or the Landlord's interest therein or in this Lease is assigned, mortgaged, or otherwise transferred, the Landlord shall, within fourteen (14) days following the execution and delivery of the applicable documents, deliver to the Tenant written notice of such assignment, mortgage, or transfer and the effective date thereof, and shall obtain an agreement from the assignee, mortgagee, purchaser, or transferee, as the case may be, acknowledging and confirming the Rent, the Term, and the other covenants, obligations, and conditions of this Lease.

Direction as to Emergency and Payments:

26. In case of emergency the Landlord emergency telephone number is (250) 672-2118.
27. Until further notice the Landlord designates the Chief Financial Officer as the recipient for rent and other amounts payable under the Lease.

Insurance:

28. The Landlord shall maintain fire insurance on the Building and Premises. The Tenant shall reimburse the Landlord annually for the cost of the applicable insurance premium, which amount shall be invoiced by the Landlord each year.
29. The Tenant shall, at its sole cost and expense, maintain liability and content insurance with insurers licensed to do business in the Province of British Columbia throughout the full Term of this Lease. The Tenant shall keep the Building, Premises, improvements, members, and invitees insured against loss or damage by fire or otherwise.
30. Such insurance shall contain a waiver of subrogation by insurers against the Landlord. The Tenant further agrees to obtain and maintain Public Liability Insurance for an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence against claims for personal injury, death, property damage, and loss arising from the Tenant's use, occupancy, operation, maintenance, repair, or management of the Building and Premises.
31. The insurance shall include the Landlord as an additional named insured, and the Landlord shall be named as first loss payee.
32. The Tenant shall provide a proof of insurance certificate to the Landlord annually.

33. The Tenant acknowledges and agrees that the Landlord's property insurance is maintained solely for the protection of the Landlord's ownership interest in the Building and Premises. The Tenant further acknowledges and agrees that the Landlord has no obligation whatsoever to undertake or contribute toward any repair, restoration, replacement, reconstruction, or capital improvement to the Building or Premises in any circumstance. If, for any reason whatsoever, the Tenant's insurance coverage is insufficient to repair or replace any damage to the Building or Premises, the Landlord shall have no obligation whatsoever to fund or complete such repair or replacement.
34. The Tenant shall be solely responsible for insuring its own contents, equipment, tools, materials, furnishings, inventory, and personal property located within the Building or Premises.

No Waste or Nuisance:

35. The Tenant shall not:
- a) Commit or permit any willful or voluntary waste, spoil, or destruction on the Land or Premises; or
 - b) Do or permit to be done anything that may be a nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally.

Mutual Indemnity:

36. The Landlord and Tenant shall indemnify each other against all claims, actions, causes of action, loss, damage, expense, and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance, or, remedying of any default by any party hereto of its covenants and obligations under this Lease.

Annexation of Tenant's Fixtures:

37. The Tenant and the Landlord agree that any additions, alterations, improvements, and fixtures made to or installed upon the Premises at the expense of the Tenant other than reasonably moveable fixtures shall, immediately upon affixation, be deemed to be annexed to the Premises. Such fixtures shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease unless the Landlord and the Tenant otherwise agree.

Yielding Up:

38. The Tenant shall surrender the Premises at the expiration or earlier termination, of the Term in good repair to the Landlord, excepting only reasonable wear and tear, damage from fire, storm, tempest, and other casualty, and removal of chattels and the Tenant shall not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration or repair of the Premises.

Tenant's Covenants:

39. The Tenant shall remain in good standing under the BC Societies Act during the term.
40. The Tenant shall maintain the cleanliness of the Premises to a reasonable standard to ensure the health and wellbeing of the public.

Notice of Default:

41. If the Tenant should be in material breach of any of its covenants, agreements, or obligations under this Lease, the Landlord may send the Tenant a notice of default (in the manner required herein for giving notices) and if the default is one that is curable by the Tenant, the Landlord may notify the Tenant that the default must be cured within 15 days (if the default is non-payment of money) or in other cases, 30 days (or a lesser time in the case of emergency or urgent circumstances).

Landlord's Right to Perform:

42. If the Tenant should fail to rectify a curable default within the time specified and if the default is one that can be cured by the Landlord, the Landlord may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify the default. Nothing in this Lease obligates the Landlord to rectify any default of the Tenant but should the Landlord choose to do so, the Landlord shall not be liable to the Tenant for any act or omission in the course of curing or attempting to cure any default.

Provisos:

43. Provided always and it is hereby agreed that:
- a) If the Rent is unpaid for fifteen (15) days; or
 - b) If the Tenant should breach any other of its covenants, agreements or obligations herein and, if such breach is curable by the Tenant, the breach is not cured by the Tenant within 30 days (or other time specified) after receipt of a notice sent by the Landlord to the Tenant, in the manner herein provided, requiring that the breach be cured;

then notwithstanding anything in this Lease to the contrary, the Landlord may, without further notice, enter into and upon the Premises or any part in the name of the whole and to have the same again, repossess and enjoy as of its former estate, and if and whenever the Landlord becomes entitled to re-enter the Premises, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease without further notice. Thereupon, this Lease shall terminate, and the Tenant shall immediately deliver up possession of the Premises to the Landlord in accordance with Section 38.

44. If the Landlord terminates this Lease, the Landlord retains the right to proceed at law against the Tenant for all arrears of Rent and other accrued loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the Landlord arising from the default of the Tenant under this Lease:
45. The Landlord or the Tenant retains the right to terminate this Lease upon the Landlord or the Tenant giving the other party six (6) months' written notice of termination at any time.

Holding Over:

46. If the Tenant should hold over after the expiration of the three (3) plus two (2) year extension Term and the Landlord should accept rent, the new tenancy thereby created shall be a tenancy from month-to-month and not a tenancy from year-to-year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month. The monthly rent payable by the Tenant will equal to an amount that is 1/12th of the annual Rent then payable.

Assignment:

47. This Lease may not be assigned or transferred by the Tenant and the Premises may not be sublet without the consent of the Landlord. Such consent may be unreasonably withheld.

Costs:

48. Each of the Landlord and the Tenant is responsible for its own legal costs in relation to the preparation and negotiation of this Lease. The Tenant and the Landlord shall perform all of their obligations, covenants, and agreements under this Lease solely at their own cost.

Notice

49. Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have been delivered:
- a) When sent by electronic transmission or when delivered by hand, on the date of receipt; or
 - b) When mailed by registered mail, on the date received or on the fifth day after receipt of mailing by any Canada post office, whichever is the earlier;

PROVIDED the notice is sent to the party at the address or e-mail address provided herein or to whatever other address or e-mail address the party from time to time in writing may advise.

For the Tenant, the email address is currently: barrieremensshed@gmail.com
For the Landlord, the email address is currently: inquiry@barriere.ca

Law to the Contrary:

50. This Lease shall enure to the benefit of and be binding on the parties hereto, and their respective successors, notwithstanding any rule of law or equity to the contrary.

Severance:

51. If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.

Governing Law:

52. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Waiver:

53. Waiver by the Landlord of any default by the Tenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

References:

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

Amendment:

55. This Lease may not be modified or amended except by an instrument in writing signed by the Landlord and the Tenant.

Remedies Not Exclusive:

56. No remedy conferred upon or reserved to the parties is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

Charges on Title:

57. The Tenant shall abide by and observe all requirements and restrictions on the title to the Land registered prior to the Commencement Date.

Captions:

58. The captions appearing in this Lease have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope or meaning of this Lease.

Interpretation:

59. Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine, or body corporate where the context so requires.

Entire Lease:

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

Time of Essence:

61. Time is of the essence of this Lease.

Further Assurances:

62. The parties shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Lease.

Covenants and Conditions:

63. All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

List of Schedules:

Schedule "A" – Legal Description of the Land

Schedule "B" – Sketch of the Premises

Schedule "C" – Tenant's Improvements

Schedule "D" – Tenant's Operating Costs and Services

Schedule "E" – Additional Clauses

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that entity has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

THE DISTRICT OF BARRIERE, by its authorized signatories:

Name: Rob Kerslake, Mayor

Name: Daniel Drexler, CAO

BARRIERE AND AREA MEN'S SHED, by its authorized signatories:

Name: _____

Name: _____

SCHEDULE "A"
LEGAL DESCRIPTION



Property Information Report
Report Generated: 5/15/2026, 11:39:10 AM |
Data Generated: 5/13/2026, 12:02:31 AM

Thompson-Nicola Regional District
300 - 465 Victoria St
Kamloops, BC V2C 2A9
T (250) 377-8673 | F (250) 372-5048
E gisinfo@tnrd.ca

Parcel Description

Address
4629 Barriere Town Rd

Legal Description
LOT 3 DISTRICT LOT 1445 KAMLOOPS DIVISION YALE DISTRICT
PLAN 5534

Plan Number
KAP5534

Parcel Type (Class)
SUBDIVISION

Owner Type
LOCAL GOVERNMENT

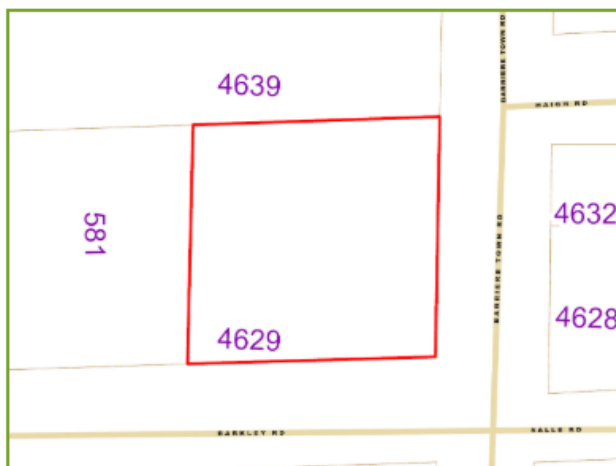
Lot Size(Calculated)(+/-5%) - Approximate lot size is calculated from a Geographic Information System. The true size of the lot is found on a legal survey plan.

Square Meter	Acre	Hectare
2129.93	0.526	0.213

Community
Barriere

Local Authority
District of Barriere

School District
Kamloops/Thompson



SCHEDULE "B"
SKETCH OF EXISTING PREMISES



SCHEDULE "C" PROPOSED PHASED DEVELOPMENT AND REVITALIZATION PLAN

Project Overview by Barriere and Area Men's Shed (BAMS)

This development proposal outlines a three-phase plan to renovate, upgrade, and improve the functionality, safety, and appearance of the property. Each phase includes defined scope, estimated costs, and timelines.

A fourth phase (overall exterior aesthetic and property improvement - towards the ongoing vision of an improved downtown core development and revitalization) is not detailed here but would be an ongoing design process through phases 1-3, with a draft developed for discussion with the district, before or during implementation of phase 3. ie How to make the property a centerpiece of community engagement and enjoyment and set an example for other property owners. A recent positive example in the area is the old saw shop, now an exceptionally functional and visual improvement by LNTCF and home to new facilities.

Phase 1: Interior Demolition and Refurbishment

Scope of Work

- Removal and recycling of existing T-bar ceiling in shop area
- Demolition of interior walls in shop area to create open workspace
- Inspection and upgrading of electrical systems as required
 - Electrical permit to be obtained
- Removal of existing flooring throughout the building
- Refurbishment of washroom, including toilet and sink/vanity
- Installation of a new kitchenette with sink in office/meeting room
- Installation of new LED lighting throughout shop area
- Installation of new or reused overhead door(s)

Estimated Cost

\$5,000

Estimated Timeline

1–2 months

Phase 2: Exterior Upgrades and Structural Improvement

Scope of Work

- Modernizing existing building envelope towards improving energy sustainability and reduce overhead costs.
 - Improvement of building energy use and sustainability. Eg Installation of Styrofoam insulation panels on exterior walls, improved ceiling insulation
 - Replacement of single-pane windows with sealed units
 - Replacement or refurbishment of entry doors, including locks and security features as required
 - Installation of concrete siding (Hardie plank) to create a weather-resistant exterior
- Removal of existing roof shingles and replacement with metal roofing
- Installation of new flashing where roof meets existing walls
- Structural reinforcement for wind resistance (as required)
- Ground-level exterior finishing improvements
- Construction of a main entrance portico roof
- Coordination of exterior colors and design with District of Barriere guidelines and downtown core vision
- Implementation of temporary protective measures during construction to prevent deterioration

Estimated Cost

\$60,000

Estimated Timeline

3–4 months

Phase 3: Roofing Completion

Scope of Work

- Removal of remaining old roofing materials
- Installation of torch-on roofing system across the entire structure
- Work to be completed in compliance with applicable building codes

Estimated Cost

\$35,00

Estimated Timeline

To be determined (typically 1–2 months depending on conditions)

Total Project Summary

Phase	Description	Estimated Cost	Timeline
Phase 1	Interior demolition & upgrades	\$15,000	0-12 months
Phase 2	Exterior & structural improvements	\$60,000	0-48 months
Phase 3	Roofing completion	\$35,000	0-60 months
Total	Full Development	\$110,000	60 months

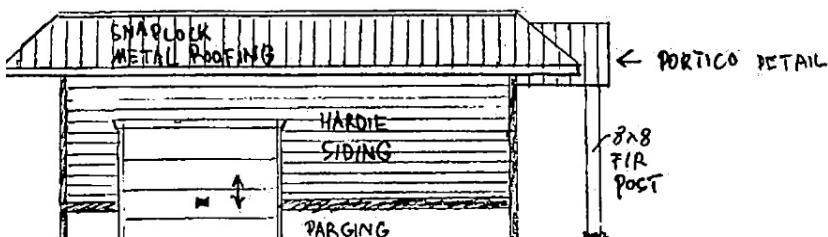
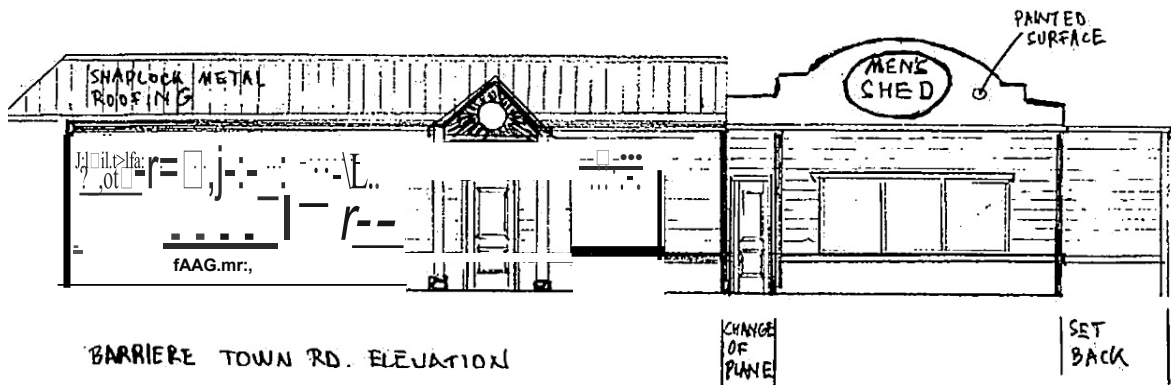
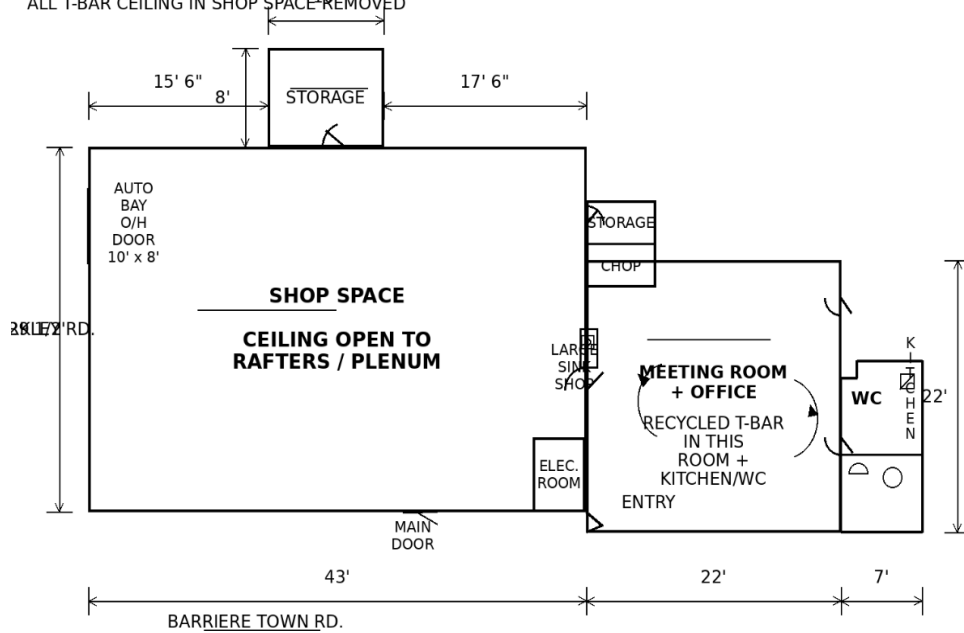
Conclusion

This phased approach allows for manageable budgeting while progressively improving the building's safety, sustainability, usability, and appearance. Priority is given to interior functionality first, followed by exterior protection, long-term structural integrity and modernization of exterior appearance towards a revitalized and aesthetically pleasing downtown core as desired by the district, BAMS, and Barriere residents in general

Lease Agreement – Barriere and Area Men's Shed – Old Chamber Building

①

2D CHAMBER / COMM BUILDING PHASE 1 SEE ATTACHMENT PAGE
LAYOUT / W ALL EXISTING INTERIOR WALLS REMOVED SCALE 1/8" = 1'-0"
ALL T-BAR CEILING IN SHOP SPACE REMOVED



SCHEDULE "D"

(A) ITEM	(B) To Be Provided by Landlord, Cost Included in Rent	(C) To Be Provided by Landlord, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
<u>CLEANING</u>				
(210) Janitorial Service and Supplies			✓	
(360) Window Cleaning Interior			✓	
(350) Window Cleaning Exterior			✓	
<u>GROUNDS</u>				
(280) Maintenance of Landscaping and Common Area Costs			✓	
(290) Snow Removal for the parking lot			✓	
<u>HVAC</u>				
(250) Preventative Servicing and Repairs of HVAC System			✓	
<u>ELECTRICAL</u>				
(260) Lamp and Tube Replacement			✓	
<u>NON-ENERGY UTILITIES</u>				
(270) Garbage Removal			✓	
(310) Water and Sewage			✓	
<u>FUELS</u>				
(240) Heating			✓	
<u>ELECTRICITY</u>				
(230) Electricity			✓	
<u>PARKING</u>				
(300) Parking Lot Maintenance			✓	
<u>INSURANCES</u>				
(340) Fire and Extended Coverage Perils P.L. and P.D. (see details in Lease Agreement body)			✓	

Lease Agreement – Barriere and Area Men's Shed – Old Chamber Building

<u>TAXES</u>			✓	
(202) Taxes All Other Taxes			See Schedule E	
(220) Taxes Municipal			✓ See Schedule E	
<u>TENANT IMPROVEMENTS</u>				
(330) Tenant Improvements			✓	
<u>ADDITIONAL ITEMS</u>				
(401) Internet			✓	
(402) Phone Service			✓	

SCHEDULE "E"

ADDITIONAL CLAUSES

TENANT IMPROVEMENTS

Any material improvements to the building or grounds proposed to be undertaken by the Tenant must first be approved by the Landlord. Any improvements listed in this schedule are deemed to be approved upon the signing of this lease, generally consisting of the three (3) phase development and revitalized plan submitted by the Tenant in Schedule "C".

PROPERTY TAXES

The Tenant is responsible for property taxes on the Premises. The Tenant may qualify to receive a permissive tax exemption, subject to application to, and approval by, Council.

LANDLORD USE

The Landlord will be permitted to use the facility, at no rental cost to the Landlord, for up to 10 times per year, as deemed necessary by the Landlord. Any costs for janitorial or other cleanup will be borne by the Landlord. Any uses thereafter will be charged to the Landlord at regular rates. The Landlord will provide a minimum of two weeks' notice before requiring the use of the facility. The Tenant will provide access for those uses as long as there are no major events planned or scheduled by the Tenant on the particular day and time.

FACILITY MAINTENANCE

Annually, in November, the Tenant shall work with District Staff (Public Works. Manager or designate) on planning future facility maintenance and asset management projects. A minimum of a five (5) year rolling plan shall be created once the first three (3) phases are complete, as defined under Schedule "C". The Landlord, as owner of the Premises, reserves the right to review and comment on proposed maintenance, repair, replacement, and capital improvement priorities and may require that identified building deficiencies, health and safety concerns, code compliance matters, or critical asset preservation projects be addressed prior to the Tenant undertaking discretionary improvements or enhancements.

FINANCIALS

The Tenant will provide the District with an annual income statement detailing the revenues and expenses that are related to the Tenants' operation, management, maintenance and use of the Premises under this agreement including rentals and the Tenants' own events which income statement shall be provided to the Landlord by January 15 in each year of the Term of this agreement and in the year after the end of the Term.

DISPUTES

The Parties shall act in good faith to resolve any disputes arising during the Term of the Lease and any extension thereof, save and except for the Landlord's ultimate right of Termination under Section 38. Any such dispute relating to this agreement that cannot be settled by the parties may be settled by an arbitrator if mutually agreed upon by both parties. Failing such agreement, an arbitrator may be appointed under the provisions of the *Arbitration Act of BC* and the decision of the arbitrator shall be binding upon the parties to this agreement. In the event an arbitrator is required, any arbitration related costs will be shared equally between the parties.

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: July 20, 2026	File: 530.20/Rpts
To: Council	From: Fire Chief
Re: Fire Protection Service Agreement between the District of Barriere and Simpcw First Nations.	
Recommendations: THAT Council approve the Fire Protection Services Agreement between the District of Barriere and Simpcw First Nation for the provision of fire protection services to Louis Creek Indian Reserve #4 and Barriere River Indian Reserve #3; AND FURTHER THAT the Mayor and Chief Administrative Officer be authorized to execute the agreement on behalf of the District with any minor changes that may be brought to attention by Simpcw First Nations after their review of the agreement.	

Purpose

To obtain Council approval for a revised Fire Protection Services Agreement between the District of Barriere and Simpcw First Nation. The updated agreement replaces the existing 2022 agreement and continues the provision of fire protection services while expanding the service area, updating administrative provisions, and modernizing operational language.

Background

The District of Barriere has provided fire protection services to Simpcw First Nation through a Fire Protection Services Agreement for the past several years. The current agreement provides fire protection services to Louis Creek Indian Reserve #4 (IR4). The new agreement has added in Indian Reserve #3 (IR3), located on Birch.

The revised agreement will commence at the date of signing and will continue, and continue through December 31, 2029, unless terminated in accordance with the agreement.

Summary

The proposed agreement continues the existing partnership between the District of Barriere and Simpcw First Nation while incorporating several significant updates.

Key changes include:

- Expands fire protection coverage to include both Louis Creek IR4 and Barriere River IR3, rather than Louis Creek IR #4 alone.
 - Updates terminology throughout the agreement.
 - Replaces the previous bylaw compliance requirement with a collaborative approach to wildfire risk reduction and FireSmart education between the District and Simpcw First Nation.
 - Requires annual property information updates and notification when significant changes occur to improve emergency response planning. - Increases the annual service fee from \$143.75 per home to \$200 per home. (A 39% increase).
 - Updates administrative contacts, execution clauses, and schedules to reflect current organizational information.
 - The revised agreement maintains the District's existing authority over emergency operations, deployment of resources, incident command, and service delivery while strengthening collaboration with Simpcw First Nation regarding wildfire preparedness and fire prevention initiatives.
-

Benefits or Impact

General

The revised agreement provides a modernized framework for delivering fire protection services to Simpcw First Nation while ensuring expectations and responsibilities of both parties are clearly defined. Expanding the agreement to include Barriere River IR #3 provides consistent emergency service coverage for all identified Simpcw properties within the agreement.

The inclusion of collaborative FireSmart and wildfire risk reduction provisions supports regional wildfire resilience and aligns with current emergency management best practices.

Finances

The agreement increases the annual service fee from \$143.75 per residence to \$200 per residence, reflecting increased operating costs associated with providing fire protection services.

Based on the current eight residences identified within the agreement, annual revenue will increase from approximately \$1,150 to \$1,600, with future annual adjustments based on the number of residences identified by Simpcw First Nation. The agreement also specifies that all revenues generated are dedicated to supporting the fire department operations, equipment, training, administration, and capital requirements.

The District of Barriere will bill this year's amount to the old agreement, and continue with the new agreed amount in 2027.

Strategic Impact

Priority #4: General Governance and Community Engagement

Goal 1. – Increase Partnership with Simpcw First Nation

Actions we want to see:

- b. Continuously review opportunities to enhance our level of partnership, including:
 - c. Emergency Services departments, including FireSmart

The agreement supports Council's commitment to providing reliable emergency services, fostering positive government-to-government relationships with Simpcw First Nation, and enhancing regional emergency preparedness.

The updated agreement also supports the District's strategic objectives related to public safety, wildfire resilience, and long-term sustainability of the District's fire department.

Risk Assessment

Compliance:

The revised agreement has been updated to reflect current operational practices, organizational structure, and administrative requirements while continuing to clearly define the obligations of both parties.

Risk Impact: Low

Approving the agreement reduces legal and operational risk by replacing an outdated agreement with one that reflects current service delivery, expands service coverage, and clarifies financial and operational responsibilities.

Failure to approve the revised agreement may result in continued reliance on an agreement that does not accurately reflect current operations or service expectations.

Internal Control Process:

Administration will monitor the agreement, maintain annual property information, coordinate invoicing, and ensure ongoing communication with Simpcw First Nation regarding operational matters and wildfire preparedness initiatives.

Next Steps / Communication

- The Mayor and Chief Administrative Officer will execute the agreement.
- A fully executed copy will be provided to Simpcw First Nation.
- Administration will implement the revised fee structure and annual reporting requirements.
- The District's fire department will continue working collaboratively with Simpcw First Nation on wildfire risk reduction and FireSmart initiatives.

Attachments

- Proposed Fire Protection Services Agreement (2026)
- 2022 Fire Protection Services Agreement (comparison)

Recommendations

THAT Council approve the Fire Protection Services Agreement between the District of Barriere and Simpcw First Nation for the provision of fire protection services to Louis Creek Indian Reserve #4 and Barriere River Indian Reserve #3;

AND FURTHER THAT the Mayor and Chief Administrative Officer be authorized to execute the agreement on behalf of the District with any minor changes that may be brought to attention by Simpcw First Nations after their review of the agreement.

Alternative Options

- Council could choose to defer consideration of the agreement and direct Administration to negotiate additional amendments with Simpcw First Nation.
- Council could choose not to approve the agreement, in which case the existing agreement would remain in effect until its expiry or other arrangements are made.

Prepared by:
Fire Chief Hovenkamp

Reviewed by:
Daniel Drexler, CAO



FIRE PROTECTION SERVICE AGREEMENT



This agreement made this _____ of _____, 2026.

DISTRICT OF BARRIERE

Box 219

4936 Barriere Town Rd. Barriere, British Columbia V0E 1E0

(hereinafter called the "District")

AND:

SIMPCW FIRST NATION (SimpCW)

Box 220

7555 Dunn Lake Rd. Barriere, British Columbia V0E 1E0

(hereinafter called the "SimpCW") (collectively, the "Parties")

WHEREAS:

- A. The District and Simpcw have duly enacted any required bylaws and have passed any required resolutions to authorize such an agreement between the parties.
- B. The District wishes to provide fire protection collectively "Municipal Services", to the Simpcw First Nation for Louis Creek Indian Reserve (IR) #4 as shown on Schedule A and (IR) #3 as shown in Schedule B, all in accordance with the terms and conditions set out in this agreement.
- C. For the purposes of this Agreement, "Properties" or "Lands" means Louis Creek Indian Reserve No. 4, as described in Schedule A, and Louis Creek Indian Reserve No. 3, as described in Schedule B. Any reference in this Agreement to the "Properties" or the "Lands" shall mean these reserves collectively unless the context requires otherwise.
- D. Simpcw wishes the District to provide, under the terms and conditions of this Agreement, Municipal Services.
- E. The said Parties deem it to their mutual interest to enter into this agreement.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 DEFINITIONS

- 1.1 In this agreement, including this section, the recitals, and schedules hereto, unless the context otherwise requires:

"Agreement" means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

"Annual Fee" has the meaning ascribed in Section 8.0 Payment for Services.

"Building" means a building, mobile home, or a structure, whether occupied or not.

"Fire Chief" means the person appointed from time to time as the Fire Chief of the District of Barriere or designate authorized by the Fire Chief to act on their behalf, or the senior ranking member of the Barriere fire department present at the fire.

"Fire Regulations Bylaw" means the District of Barriere Fire Regulations Bylaw No. 55, as may be amended, or replaced from time to time.

"Fire Protection Service" means firefighting services responding to structure fires, interface fires, motor vehicle incidents including motor vehicle fires and/or suppression of Forest Fires in a manner similar to that provided to the Municipality's Fire Protection Area, and to the same standards including any benefits if any and all fire protection equipment, personnel and any other services that are appropriate to the provision of fire protection services.

"Lands" means that portion of the Reserve (IR) #4 as shown in Schedule A and (IR) #3 as shown in Schedule B includes anything within the boundaries of those lands.

"Municipal Services" means, the provision of fire protection as outlined in this agreement.

"Overtime Costs" means the costs incurred by the Municipality as a result of an extraordinary event occurring within the Lands for which the Municipality provides fire protection services pursuant to this Agreement and includes overtime costs for personnel responding to the event and overtime costs arising as a result of the need to call in off-time personnel to maintain normal service levels.

"Properties" means the lands identified as Louis Creek Indian Reserve No. 4 (Schedule A) and Louis Creek Indian Reserve No. 3 (Schedule B), collectively.

"Reserve" means the Simpcw First Nation Louis Creek Indian Reserve (IR) #4 as shown in schedule A and (IR) #3 as shown in Schedule B which is a reserve within meaning of the *Indian Act* R.S.C. 1985, c. 1-5.

“Reserve Infrastructure” means any and all streets, roadways, bridges and associated streetlights and sidewalks, traffic lights and traffic control signs on the Reserve for the provision of access to or from the Lands, driveways for access to or from Buildings and all water mains, lines, hydrants, connections and associated works on or under the Lands as necessary for the purpose of providing the Services to the Lands and Buildings.

“Service” means a Municipal Service.

“Serviced Properties” means any property which falls under the jurisdiction of this Agreement and is Municipal Services.

“Term” means a period of time which this Agreement remains in force and effect, as described in Section 2.

2.0 TERM

- 2.1** Subject to earlier termination under Section 2.2, 10.1, or 10.2 below, this Agreement commences on January 01, 2026 and shall continue to December 31, 2029.
- 2.2** The parties agree that this Agreement shall be automatically renewed from year to year unless, not less than 6 months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.
- 2.3** Notwithstanding anything herein to the contrary, either party to this Agreement may terminate this Agreement by delivering to the other party a written notice of termination before July 1st in any year during the term hereof and this Agreement shall terminate and be of no further force or effect as of December 31st of the year in which the said notice is delivered, save and except for Sections 12.0 Indemnification and 24.3 and 24.4 Confidentiality herein which shall survive the said termination.
- 2.4** This Agreement may be amended with the mutual consent of both parties.

PROVISION OF SERVICES

3.0 GENERAL COVENANTS OF THE MUNICIPALITY

- 3.1** The Municipality shall provide, for the Term of this Agreement, Municipal Services to Simpcw in accordance with the terms and conditions in this Agreement.
- 3.2** The Municipality shall bill Simpcw for the cost of the Services in accordance with the payment provisions for each Service, as set out in this Agreement.

- 3.3** The Municipality shall inform Simpcw of any changes that may affect the quantity, quality, or level of service associated with this Agreement as outlined in Section 5.0 Quality of Service.
- 3.4** The quality and quantity of the Municipal Services to be provided by the Municipality under this Agreement will be substantially the same as the quality and quantity of Services provided by the Municipality to the users of such Municipal Services on non-Reserve lands within the Municipality's Fire Protection Area. The Municipality is not obliged to provide Municipal Services at a greater level or degree than the level or degree to which the same Municipal Services is provided elsewhere within the Municipality's Fire Protection Area. The Municipality makes no representation or warranty that the level or degree of Municipal Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. Simpcw acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Municipal Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from the connected with a temporary interruption or reduction in the level of a Municipal Service provided under this Agreement.

4.0 GENERAL COVENANTS OF SIMPCW

- 4.1** The District, through Barriere Fire Rescue, will work collaboratively with Simpcw to identify fire hazards and wildfire risk reduction opportunities on the Lands. Where recommendations, advisories, or restrictions are issued by the BC Wildfire Service (BCWS) or the District of Barriere regarding fire prevention, FireSmart practices, fuel management, or fire restrictions, the District may provide such information and recommendations to Simpcw. Simpcw agrees to communicate and recommend such measures to landowners and occupants on the Lands, but nothing in this Agreement shall require Simpcw to enforce compliance by individual landowners or occupants.
- 4.2** The Municipality will not be held liable for any loss resulting from non-compliance with the Municipality's bylaws. This indemnity survives the termination or expiration of this agreement.
- 4.3** Simpcw shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing residents, businesses, buildings, roads, and locations which require Municipal Services under this Agreement.
- 4.4** Simpcw shall pay for the Municipal Services in accordance with the terms and conditions of this Agreement as ascribed in Section 8.0 Payment for Services.

5.0 QUALITY OF SERVICE

- 5.1** The quality and quantity of the Services to be provided by the Municipality under this Agreement will be substantially the same as the quality and quantity of

Services provided by the Municipality to the users of such Services on non-Reserve lands within the Municipality's Fire Protection Area. The Municipality is not obliged to provide Services at a greater level or degree than the level or degree to which the same Service is provided elsewhere within the Municipality's Fire Protection Area. The Municipality makes no representation or warranty that the level or degree of Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. Simpcw acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption or reduction in the level of a Service provided under this Agreement.

6.0 FIRE PROTECTION SERVICES

- 6.1** The Municipality shall provide Fire Protection Services to the Lands, including all buildings, fixtures, vehicles, and persons in accordance with the terms and conditions in this Agreement.
- 6.2** On the first day of April, during each year of the term, Simpcw shall provide the Municipality, in a form and with content satisfactory to the Municipality, information regarding all parcels of property or sooner if any significant changes arise.
- 6.3** The Municipality is not obliged to provide the Fire Protection Services to any occupier or Building on the Lands if there is an outstanding stop work or fire prevention order in respect of the Building that has not been remedied to the satisfaction of the Municipality's Fire Chief or if the Reserve Infrastructure necessary for the provision of the Services, including hydrants and water mains, do not meet the applicable safety and engineering standards for such works in the District of Barriere.
- 6.4** The Municipality shall keep Simpcw informed of the location of the designated Barriere Fire Hall and the telephone number to be used.
- 6.5** The Municipality shall keep Simpcw notified as to the identity of the Fire Chief.
- 6.6** Simpcw shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing streets and buildings/properties located on the land on the commencement date of the Agreement.
- 6.7** Simpcw shall give the Municipality a list of all Buildings on the Lands and their locations. Simpcw shall upon request of the Municipality guide the Fire Chief on an inspection of the Lands to confirm the location of all Buildings on the Lands.
- 6.8** Simpcw shall notify the Municipality of:

- (a) Any inspection reports and orders that are issued to the occupants or owners of any buildings on the Lands as they occur;
- (b) Any new Buildings which have been constructed, erected, or placed on the Lands during the present month, no later than the first day of the following month.

6.9 Simpcw shall retain in its administration records:

- (a) Copies of those plans that have been approved for all purposed Buildings;
- (b) Copies of any plans that have been approved for all additions to existing Buildings.

6.10 Simpcw shall take such steps as are necessary to ensure that the manufacture, storage, transportation, display and sale of low hazard fireworks and high hazard fireworks, as defined by the Canadian *Explosives Act* and Regulations thereto, that take place on the lands shall conform to the *Explosives Act* and Regulations thereto, as amended from time to time.

6.11 Simpcw will indemnify and hold harmless the Municipality from any loss, damage, expense or cost suffered or incurred as a consequence of any fire at or in Buildings on the Lands to the extent caused by the failure of such Buildings to meet the fire codes and fire safety regulations applicable elsewhere in the District of Barriere or the failure by Simpcw administration to:

- (a) Provide the Municipality with reasonable and sufficient access to the Lands to deliver the Services; and
- (b) Maintain and supply to the Municipality the information and records required under this Agreement.

6.12 The fire protection service shall be provided within Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B on a 24- hour basis from the Barriere Fire Hall, utilizing apparatus and equipment contained therein and provided by the District of Barriere.

6.13 The District resources in the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B under this agreement will be under the sole direction of the District of Barriere Fire Chief.

6.14 The number of firefighters and the type of apparatus and equipment deemed necessary to provide adequate for fire protection service to be dispatched is at the sole discretion of the Barriere 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 Fire Protection Area or its insurers.

6.15 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 Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule

B. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of a premises in the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B 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.

- 6.16** The Fire Chief may order the suspension of the use of water in the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B for purposes other than firefighting during an emergency.
- 6.17** 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 of Barriere. The District shall not be held liable in any manner whatsoever for the decision of the Fire Chief concerning this provision.
- 6.18** The fire protection service provided by the District will be dependent on the water available at the site of the fire incident.
- 6.19** The Fire Chief, by request to Simpcw First Nation and on approval of the Simpcw First Nation, may inspect property for hazardous conditions.
- 6.20** The District will not be obliged to provide water, pipeline, hydrant and similar facilities to the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B.

7.0 CONDITIONS OF SERVICE

- 7.1** The District and Simpcw acknowledge that neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Louis Creek IR #4 as shown in schedule A and (IR) #3 as shown in Schedule B, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Louis Creek IR #4 as shown in schedule A and (IR) #3 as shown in Schedule B.
- 7.2** Inspection of existing buildings and new construction within the Louis Creek IR #4 is the responsibility of Simpcw First Nation where applicable.
- 7.3** Simpcw is responsible for advising the District, including the Fire Chief, of any new construction within the Louis Creek IR #4 as shown in Schedule A and (IR) #3 as shown in Schedule B.
- 7.4** Simpcw will be responsible for providing current mapping that shows house points and roads within the Louis Creek IR #4 as shown in schedule A and (IR) #3 as shown in Schedule B receiving fire protection service and it shall be Simpcw's responsibility to ensure the accuracy of the mapping and to provide updates as new developments or changes occur.

- 7.5 The District of Barriere 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) meters in length.

8.0 PAYMENT FOR SERVICES

- 8.1 Simpcw will pay the Municipality for the supply of Municipal Services in accordance with the terms and conditions of this Agreement.
- 8.2 The fees calculated for the provision of each Municipal Service under this Agreement shall be an annual fee in the amount equal to:
- 8.2.1 A fee of \$200 per the number of homes located at the Louis Creek IR #4 (8 homes) as shown in Schedule A and (IR) #3 as shown in Schedule B.
- 8.3 The Annual Fee shall be recalculated and amended no later than the signed date of each year of the Term of this Agreement in an amount equal to the Annual Fee for the Municipal Services in accordance with the relevant Schedules.
- 8.4 A total cost for the Annual Fee for the upcoming year will be calculated no later than January 30th of each year of the Term, which will include the number of call outs by the District to the Louis Creek IR #4 as shown in schedule A and (IR) #3 as shown in Schedule B for the previous twelve month period.
- 8.5 The Municipality will provide an invoice to Simpcw for the Annual Fee.
- 8.6 Simpcw will pay all of the Municipality's invoices within thirty days of issuance. Interest on all outstanding invoices shall accrue at a rate of 2% percent, calculated monthly.
- 8.7 Simpcw will pay to the District the amount payable under this Agreement no later than the signed date in each year during the term of this Agreement.
- 8.8 The Parties acknowledge that all fees and payments made by Simpcw under this Agreement are intended solely to support the provision of fire protection services by **the District of Barriere**. The District agrees that all revenues received under this Agreement shall be allocated to the fire department budget and used exclusively for the operation, maintenance, training, equipment, apparatus, facilities, administration, and capital requirements of the fire department.

GENERAL CLAUSES

9.0 RIGHTS OF ACCESS

- 9.1** Representatives of the Municipality may at any time enter upon the Reserve for the purpose of providing any of the Services required in accordance with this Agreement for the purposes of inspecting the Reserve Systems and Reserve Infrastructure and ensuring compliance with the Terms of the Agreement.

10.0 TERMINATION FOR BREACH OF AGREEMENT

- 10.1** Whether or not the Services or any of them are discontinued or any disconnections are made, where invoices remain unpaid by Simpcw as of April 30 of the following year, and Simpcw fails to have Letter of Credit in place, the Municipality may give immediate notice of termination of this agreement without prejudice to any other rights or remedies the Municipality may have, including the right to seek recovery of any outstanding debt owing to it by Simpcw. The Parties acknowledge and agree that this Section 10.1 does not limit either Party's respective rights under Section 9.1 above.
- 10.2** Should either party be in breach of its covenants or undertakings under this Agreement, other than a failure by Simpcw to pay for Services, which remains un-rectified for a period of six (6) months following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement. The Parties acknowledge and agree that this Section 10.2 does not limit either Party's respective rights under Section 9.1 above.
- 10.3** If this Agreement is terminated or otherwise cancelled for any reason, a prorated portion of any advance payments made by Simpcw will be refunded once all amounts owing to the Municipality have been fully paid.

11.0 LIABILITY

- 11.1** The Municipality does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses, or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of the Municipality, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Reserve Systems and Reserve Infrastructure, or in the manufacture of any materials used therein, and other similar circumstances.

12.0 INDEMNIFICATION

12.1 Simpcw First Nation releases, indemnifies and saves harmless the District, its officers and employees, the Fire Chief and the members of the District of Barriere fire department members for any and all claims, actions for loss, injury, damages or compensation by any person or corporation whatsoever by reason of or in any way attributable to any fire protection or prevention/inspection service provided pursuant to this Agreement, or any failure to provide such services.

12.2 Indemnification survives the termination or expiry of this Agreement.

13.0 COMMUNICATIONS AND CONTRACT PROTOCOL

13.1 All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

14.0 DISPUTE RESOLUTION

14.1 In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement.

14.2 In the event that the parties fail to resolve matters, the parties shall seek a settlement of the conflict by utilizing a mutually agreed upon arbitrator and the decision of the arbitrator shall be final and binding.

15.0 ACKNOWLEDGEMENT OF RIGHTS

15.1 Nothing contained in this Agreement will be deemed to limit or affect any other Aboriginal rights or claims Simpcw may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties of obligation of the Municipality. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

16.0 HEADINGS

16.1 Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

17.0 ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire Agreement between the Parties in relation

to the provision of Municipal Services and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.

- 17.2** This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in relation to the provision of Municipal Services in the course of negotiations between the Parties.

18.0 NOTICES, DEMANDS AND OTHER COMMUNICATIONS

- 18.1** The address for delivery of any notice or written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

(a) To Municipality:

District of Barriere, CAO
inquiry@barriere.ca

District of Barriere
Box 219
4936 Barriere Town Road
Barriere, BC V0E 1E0
Ph. (250) 672-9751
Fax (250) 672-9708

(b) To Simpcw:

Rhonda Kershaw, Administrator
band.administrator@simpcw.com

Simpcw First Nation
Box 220
500 Dunn Lake Road
Barriere, BC V0E 1E0
Ph. (250) 672-9995
Fax (250) 672-5858

- 18.2** Any notice mailed shall be deemed to have been received on the fifth (5th) business day following the date of mailing. By notice faxed or emailed will be deemed to have been received on the first (1st) business day following the date of transmission. For the purposes of Section 18.2, the term “business day” shall mean Monday to Friday, inclusive of each week, excluding days which are statutory holidays in the province of British Columbia.
- 18.3** The Parties may change their address for delivery of any notice or other written communication in accordance with Section 18.1.

19.0 SEVERANCE

- 19.1** In the event that any provision of the Agreement should be invalid, the provision shall be severed and the Agreement read without reference to that provision.
- 19.2** Where any provision of the Agreement has been severed in accordance with Section 19.1 and that severance materially affects the implementation of this Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this agreement accordingly.

20.0 AMENDMENT

- 20.1** The Agreement shall not be varied or amended except by written agreement of both Parties.
- 20.2** No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of the Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

21.0 GOVERNING LAWS

- 21.1** The provisions of this Agreement will be governed and interpreted in accordance with the laws of British Columbia or Canada, as applicable.

22.0 ASSIGNMENT

- 22.1** The rights and obligations of the Parties may not be assigned or otherwise transferred. An amalgamation by a Party does not constitute an assignment.

23.0 ENUREMENT

- 23.1** The Agreement endures to the benefit and is binding upon the Parties and their respective heirs, executors, administration, successors, and assigns.

24.0 CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 24.1** 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:
- 24.1.1 Was in the public domain or was created or disclosed for the purpose of being in the public domain;
- 24.1.2 Was disclosed to a party by a third party, without breach of any duty of confidentiality;

- 24.1.3 Was approved in writing for disclosure, without restriction, by the disclosing party;
 - 24.1.4 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
 - 24.1.5 Was developed by either party independently, without a breach of any duty of confidence.
- 24.2** 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.
- 24.3** 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.
- 24.4** Upon completion of the Fire Protection Services, 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.

25.0 GENERAL PROVISIONS

- 25.1** Time is of the essence in this Agreement.
- 25.2** The parties here to 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 contractor.
- 25.3** 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.
- 25.4** This Agreement ensures to the benefit of and binds the parties to it and their successors and permitted assigns.
- 25.5** 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.
- 25.6** This agreement replaces any previous agreement between the parties dealing with the provision of firefighting, fire protection or fire prevention services to the Simpcw Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B or any part of it.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

On behalf of Simpcw First Nation:

On behalf of the District of Barriere:

Kukpi7 George Lampreau

Mayor Robert Kerslake

Rhonda Kershaw, Administrator

Daniel Drexler, CAO

DRAFT

Louis Creek IR #4

Kamloops Dis. Left bank of Louis Creek about ¼ miles from its confluence with N. Thompson River about 34 miles North of Kamloops



SCHEDULE B

Barriere River IR #3

(Kamloops Dist. On left bank of the Barriere River about 2 miles from the mouth of the North Thompson River)



Fire Protection Service Agreement 2026

FIRE PROTECTION SERVICE AGREEMENT

This agreement made this 5th of December, 2022.

BETWEEN:

**DISTRICT OF BARRIERE
Box 219
Barriere, BC V0E 1E0**

(Hereinafter called the "District")

AND:

**SIMPCW FIRST NATION
Box 220
7555 Dunn Lake Road
Barriere, BC V0E 1E0**

(Hereinafter call the "Simpchw")

(collectively, the "Parties")

WHEREAS:

- A. The District and Simpcw have duly enacted any required bylaws and have passed any required resolutions to authorize such an agreement between the parties.
- B. The District wishes to provide fire protection collectively "Municipal Services", to the Simpcw First Nation for Louis Creek Indian Reserve (IR) #4 as shown on Schedule A, all in accordance with the terms and conditions set out in this agreement.
- D. Simpcw wishes the District to provide, under the terms and conditions of this Agreement, Municipal Services.
- E. The said Parties deem it to their mutual interest to enter into this agreement.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 DEFINITIONS

- 1.1** In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

"Agreement" means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

“Annual Fee” has the meaning ascribed in Section 8.0 Payment for Services.

“Building” means a building, mobile home, or a structure, whether occupied or not.

“Fire Chief” means the person appointed from time to time as the Fire Chief of the Barriere Fire Department or designate authorized by the Fire Chief to act on his behalf, or the senior ranking member of the Barriere Fire Department present at the fire.

“Fire Regulations Bylaw” means the Barriere Fire Regulations Bylaw No. 55, as may be amended or replaced from time to time.

“Fire Protection Service” means firefighting services responding to structure, grass, brush, motor vehicle fires and/or suppression of Forest Fires in a manner similar to that provided to the Municipality’s Fire Protection Area, and to the same standards including any benefits if any and all fire protection equipment, personnel and any other services that are appropriate to the provision of fire protection services.

“Lands” means that portion of the Reserve #4 outlined in Schedule E and includes anything within the boundaries of those lands.

“Municipal Services” means, the provision of fire protection as outlined in this agreement.

“Overtime Costs” means the costs incurred by the Municipality as a result of an extraordinary event occurring within the Lands for which the Municipality provides fire protection services pursuant to this Agreement, and includes overtime costs for personnel responding to the event and overtime costs arising as a result of the need to call in off-time personnel to maintain normal service levels.

“Reserve” means the Simpcw First Nation Louis Creek Indian Reserve #4 which is a reserve within meaning of the *Indian Act* R.S.C. 1985, c. 1-5.

“Reserve Infrastructure” means any and all streets, roadways, bridges and associated streetlights and sidewalks, traffic lights and traffic control signs on the Reserve for the provision of access to or from the Lands, driveways for access to or from Buildings and all water mains, lines, hydrants, connections and associated works on or under the Lands as necessary for the purpose of providing the Services to the Lands and Buildings.

“Service” means a Municipal Service.

“Serviced Properties” means any property which falls under the jurisdiction of this Agreement and is Municipal Services.

“Term” means a period of time which this Agreement remains in force and effect, as described in Section 2.

2.0 TERM

- 2.1** Subject to earlier termination under Section 2.2, 10.1, or 10.2 below, this Agreement commences on January 01, 2023 and shall continue to December 31, 2027.
- 2.2** The parties agree that this Agreement shall be automatically renewed from year to year unless, not less than 6 months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.
- 2.3** Notwithstanding anything herein to the contrary, either party to this Agreement may terminate this Agreement by delivering to the other party a written notice of termination before July 1st in any year during the term hereof and this Agreement shall terminate and be of no further force or effect as of December 31st of the year in which the said notice is delivered, save and except for Sections 12.0 Indemnification and 24.3 and 24.4 Confidentiality herein which shall survive the said termination.
- 2.4** This Agreement may be amended with the mutual consent of both parties.

PROVISION OF SERVICES

3.0 GENERAL COVENANTS OF THE MUNICIPALITY

- 3.1** The Municipality shall provide, for the Term of this Agreement, Municipal Services to Simpcw in accordance with the terms and conditions in this Agreement.
- 3.2** The Municipality shall bill Simpcw for the cost of the Services in accordance with the payment provisions for each Service, as set out in this Agreement.
- 3.3** The Municipality shall inform Simpcw of any changes that may affect the quantity, quality, or level of service associated with this Agreement as outlined in Section 5.0 Quality of Service.

- 3.4** The quality and quantity of the Municipal Services to be provided by the Municipality under this Agreement will be substantially the same as the quality and quantity of Services provided by the Municipality to the users of such Municipal Services on non-Reserve lands within the Municipality's Fire Protection Area. The Municipality is not obliged to provide Municipal Services at a greater level or degree than the level or degree to which the same Municipal Services is provided elsewhere within the Municipality's Fire Protection Area. The Municipality makes no representation or warranty that the level or degree of Municipal Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. Simpcw acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Municipal Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from the connected with a temporary interruption or reduction in the level of a Municipal Service provided under this Agreement.

4.0 GENERAL COVENANTS OF SIMPCW

- 4.1** Simpcw will comply with and take all reasonable steps to ensure compliance with any person receiving the Municipal Services with the Municipality's relevant Bylaw No. 55 and its amendments as well as any other municipal or provincial fire restrictions that may apply from time to time.
- 4.2** The Municipality will not be held liable for any loss resulting from non-compliance with the Municipality's bylaws. This indemnity survives the termination or expiration of this agreement.
- 4.3** Simpcw shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing residents, businesses, buildings, roads, and locations which require Municipal Services under this Agreement.
- 4.4** Simpcw shall pay for the Municipal Services in accordance with the terms and conditions of this Agreement as ascribed in Section 8.0 Payment for Services.

5.0 QUALITY OF SERVICE

- 5.1** The quality and quantity of the Services to be provided by the Municipality under this Agreement will be substantially the same as the quality and quantity of Services provided by the Municipality to the users of such Services on non-Reserve lands within the Municipality's Fire Protection Area. The Municipality is not obliged to provide Services at a greater level or degree than the level or degree to which the same Service is provided elsewhere within the Municipality's Fire Protection Area. The Municipality makes no representation or warranty that the level or degree of Services provided under this Agreement will

be maintained or continued to any particular standard, other than as stated expressly herein. Simpcw acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption or reduction in the level of a Service provided under this Agreement.

6.0 FIRE PROTECTION SERVICES

- 6.1** The Municipality shall provide Fire Protection Services to the Lands, including all buildings, fixtures, vehicles, and persons in accordance with the terms and conditions in this Agreement.
- 6.2** On the first day of April, during each year of the term, Simpcw shall provide the Municipality, in a form and with content satisfactory to the Municipality, information regarding all parcels of property.
- 6.3** The Municipality is not obliged to provide the Fire Protection Services to any occupier or Building on the Lands if there is an outstanding stop work or fire prevention order in respect of the Building that has not been remedied to the satisfaction of the Municipality's Fire Chief or if the Reserve Infrastructure necessary for the provision of the Services, including hydrants and water mains, do not meet the applicable safety and engineering standards for such works in the District of Barriere.
- 6.4** The Municipality shall keep Simpcw informed of the location of the designated Barriere Fire Hall and the telephone number to be used.
- 6.5** The Municipality shall keep Simpcw notified as to the identity of the Fire Chief.
- 6.6** Simpcw shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing streets and buildings/properties located on the land on the commencement date of the Agreement.
- 6.7** Simpcw shall give the Municipality a list of all Buildings on the Lands and their locations. Simpcw shall upon request of the Municipality guide the Fire Chief on an inspection of the Lands to confirm the location of all Buildings on the Lands.
- 6.8** Simpcw shall notify the Municipality of:
 - (a) Any inspection reports and orders that are issued to the occupants or owners of any buildings on the Lands as they occur;

- (b) Any new Buildings which have been constructed, erected, or placed on the Lands during the present month, no later than the first day of the following month.

6.9 Simpcw shall retain in its administration records:

- (a) Copies of those plans that have been approved for all purposed Buildings;
- (b) Copies of any plans that have been approved for all additions to existing Buildings.

6.10 Simpcw shall take such steps as are necessary to ensure that the manufacture, storage, transportation, display and sale of low hazard fireworks and high hazard fireworks, as defined by the Canadian *Explosives Act* and Regulations thereto, that take place on the lands shall conform to the *Explosives Act* and Regulations thereto, as amended from time to time.

6.11 Simpcw will indemnify and hold harmless the Municipality from any loss, damage, expense or cost suffered or incurred as a consequence of any fire at or in Buildings on the Lands to the extent caused by the failure of such Buildings to meet the fire codes and fire safety regulations applicable elsewhere in the District of Barriere or the failure by Simpcw administration to:

- (a) Provide the Municipality with reasonable and sufficient access to the Lands to deliver the Services; and
- (b) Maintain and supply to the Municipality the information and records required under this Agreement.

6.12 The fire protection service shall be provided within Louis Creek IR#4 on a 24-hour basis from the Barriere Fire Hall, utilizing apparatus and equipment contained therein and provided by the Barriere Fire Department.

6.13 The Barriere Fire Department resources in the Louis Creek IR#4 under this agreement will be under the sole direction of the District Fire Chief.

6.14 The number of firefighters and the type of apparatus and equipment deemed necessary to provide adequate for fire protection service to be dispatched is at the sole discretion of the Barriere 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 Fire Protection Area or its insurers.

6.15 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 Louis Creek IR#4. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of a premises in the Louis Creek IR#4 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.

- 6.16** The Fire Chief may order the suspension of the use of water in the Louis Creek IR#4 for purposes other than firefighting during an emergency.
- 6.17** In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of personnel and apparatus of the Barriere Fire Department. The District shall not be held liable in any manner whatsoever for the decision of the Fire Chief concerning this provision.
- 6.18** The fire protection service provided by the District will be dependent on the water available at the site of the fire incident.
- 6.19** The Fire Chief, by request to Simpcw First Nation and on approval of the Simpcw First Nation, may inspect property for hazardous conditions.
- 6.20** The District will not be obliged to provide water, pipeline, hydrant and similar facilities to the Louis Creek IR#4.

7.0 CONDITIONS OF SERVICE

- 7.1** The District and Simpcw acknowledge that neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Louis Creek IR #4, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Louis Creek IR #4.
- 7.2** Inspection of existing buildings and new construction within the Louis Creek IR #4 is the responsibility of Simpcw First Nation where applicable.
- 7.3** Simpcw is responsible for advising the District, including the Fire Chief, of any new construction within the Louis Creek IR #4.
- 7.4** Simpcw will be responsible for providing current mapping that shows house points and roads within the Louis Creek IR #4 receiving fire protection service and it shall be Simpcw's responsibility to ensure the accuracy of the mapping and to provide updates as new developments or changes occur.
- 7.5** 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.

8.0 PAYMENT FOR SERVICES

- 8.1** Simpcw will pay the Municipality for the supply of Municipal Services in accordance with the terms and conditions of this Agreement.
- 8.2** The fees calculated for the provision of each Municipal Service under this Agreement shall be an annual fee in the amount equal to:
 - 8.2.1** A fee of \$143.75 per the number of homes located at the Louis Creek IR #4.
- 8.3** The Annual Fee shall be recalculated and amended no later than March 1st of each year of the Term of this Agreement in an amount equal to the Annual Fee for the Municipal Services in accordance with the relevant Schedules.
- 8.4** A total cost for the Annual Fee for the upcoming year will be calculated no later than January 30th of each year of the Term, which will include the number of call outs by the District to the Louis Creek IR #4 for the previous twelve month period.
- 8.5** The Municipality will provide an invoice to Simpcw for the Annual Fee.
- 8.6** Simpcw will pay all of the Municipality's invoices within thirty days of issuance. Interest on all outstanding invoices shall accrue at a rate of 2% percent, calculated monthly.
- 8.7** Simpcw will pay to the District the amount payable under this Agreement no later than February 28th in each year during the term of this Agreement.

GENERAL CLAUSES

9.0 RIGHTS OF ACCESS

- 9.1** Representatives of the Municipality may at any time enter upon the Reserve for the purpose of providing any of the Services required in accordance with this Agreement for the purposes of inspecting the Reserve Systems and Reserve Infrastructure and ensuring compliance with the Terms of the Agreement.

10.0 TERMINATION FOR BREECH OF AGREEMENT

- 10.1** Whether or not the Services or any of them are discontinued or any disconnections are made, where invoices remain unpaid by Simpcw as at April 30 of the following year, and Simpcw fails to have Letter of Credit in place, the

Municipality may give immediate notice of termination of this agreement without prejudice to any other rights or remedies the Municipality may have, including the right to seek recovery of any outstanding debt owing to it by Simpcw. The Parties acknowledge and agree that this Section 10.1 does not limit either Party's respective rights under Section 9.1 above.

10.2 Should either party be in breach of its covenants or undertakings under this Agreement, other than a failure by Simpcw to pay for Services, which remains un-rectified for a period of six (6) months following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement. The Parties acknowledge and agree that this Section 10.2 does not limit either Party's respective rights under Section 9.1 above.

10.3 If this Agreement is terminated or otherwise cancelled for any reason, a prorated portion of any advance payments made by Simpcw will be refunded once all amounts owing to the Municipality have been fully paid.

11.0 LIABILITY

11.1 The Municipality does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses, or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of the Municipality, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Reserve Systems and Reserve Infrastructure, or in the manufacture of any materials used therein, and other similar circumstances.

12.0 INDEMNIFICATION

12.1 Simpcw First Nation releases, indemnifies and saves harmless the District, its officers and employees, the Fire Chief and the members of the Barriere Fire Department for any and all claims, actions for loss, injury, damages or compensation by any person or corporation whatsoever by reason of or in any way attributable to any fire protection or prevention/inspection service provided pursuant to this Agreement, or any failure to provide such services.

12.2 Indemnification survives the termination or expiry of this Agreement.

13.0 COMMUNICATIONS AND CONTRACT PROTOCOL

- 13.1** All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

14.0 DISPUTE RESOLUTION

- 14.1** In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement.
- 14.2** In the event that the parties fail to resolve matters, the parties shall seek a settlement of the conflict by utilizing a mutually agreed upon arbitrator and the decision of the arbitrator shall be final and binding.

15.0 ACKNOWLEDGEMENT OF RIGHTS

- 15.1** Nothing contained in this Agreement will be deemed to limit or affect any other Aboriginal rights or claims Simpcw may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties of obligation of the Municipality. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

16.0 HEADINGS

- 16.1** Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

17.0 ENTIRE AGREEMENT

- 17.1** This Agreement constitutes the entire Agreement between the Parties in relation to the provision of Municipal Services and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.
- 17.2** This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in relation to the provision of Municipal Services in the course of negotiations between the Parties.

18.0 NOTICES, DEMANDS AND OTHER COMMUNICATIONS

- 18.1** The address for delivery of any notice or written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

(a) To Municipality:

Bob Payette, CAO
bpayette@barriere.ca

District of Barriere
Box 219
4936 Barriere Town Road
Barriere, BC V0E 1E0
Ph. (250) 672-9751
Fax (250) 672-9708

(b) To Simpcw:

Rhonda Kershaw, Administrator
band.administrator@simpcw.com

Simpcw First Nation
Box 220
500 Dunn Lake Road
Barriere, BC V0E 1E0
Ph. (250) 672-9995
Fax (250) 672-5858

- 18.2** Any notice mailed shall be deemed to have been received on the fifth (5th) business day following the date of mailing. By notice faxed or emailed will be deemed to have been received on the first (1st) business day following the date of transmission. For the purposes of Section 18.2, the term “business day” shall mean Monday to Friday, inclusive of each week, excluding days which are statutory holidays in the province of British Columbia.

- 18.3** The Parties may change their address for delivery of any notice or other written communication in accordance with Section 18.1.

19.0 SEVERANCE

- 19.1** In the event that any provision of the Agreement should be invalid, the provision shall be severed and the Agreement read without reference to that provision.
- 19.2** Where any provision of the Agreement has been severed in accordance with Section 19.1 and that severance materially affects the implementation of this

Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this agreement accordingly.

20.0 AMENDMENT

20.1 The Agreement shall not be varied or amended except by written agreement of both Parties.

20.2 No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of the Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

21.0 GOVERNING LAWS

21.1 The provisions of this Agreement will be governed and interpreted in accordance with the laws of British Columbia or Canada, as applicable.

22.0 ASSIGNMENT

22.1 The rights and obligations of the Parties may not be assigned or otherwise transferred. An amalgamation by a Party does not constitute an assignment.

23.0 ENUREMENT

23.1 The Agreement endures to the benefit and is binding upon the Parties and their respective heirs, executors, administration, successors, and assigns.

24.0 CONFIDENTIALITY AND PROTECTION OF PRIVACY

24.1 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:

24.1.1 Was in the public domain or was created or disclosed for the purpose of being in the public domain;

24.1.2 Was disclosed to a party by a third party, without breach of any duty of confidentiality;

24.1.3 Was approved in writing for disclosure, without restriction, by the disclosing party;

24.1.4 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

24.1.5 Was developed by either party independently, without a breach of any duty of confidence.

24.2 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.

24.3 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.

24.4 Upon completion of the Fire Protection Services, 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.

25.0 GENERAL PROVISIONS

25.1 Time is of the essence in this Agreement.

25.2 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 contractor.

25.3 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.

25.4 This Agreement ensures to the benefit of and binds the parties to it and their successors and permitted assigns.

25.5 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.

25.6 This agreement replaces any previous agreement between the parties dealing with the provision of firefighting, fire protection or fire prevention services to the Simpcw Louis Creek IR#4 or any part of it.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

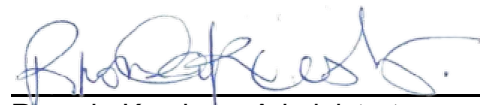
On behalf of Simpcw First Nation:

On behalf of the District of Barriere:



Kukpi7 George Lampreau

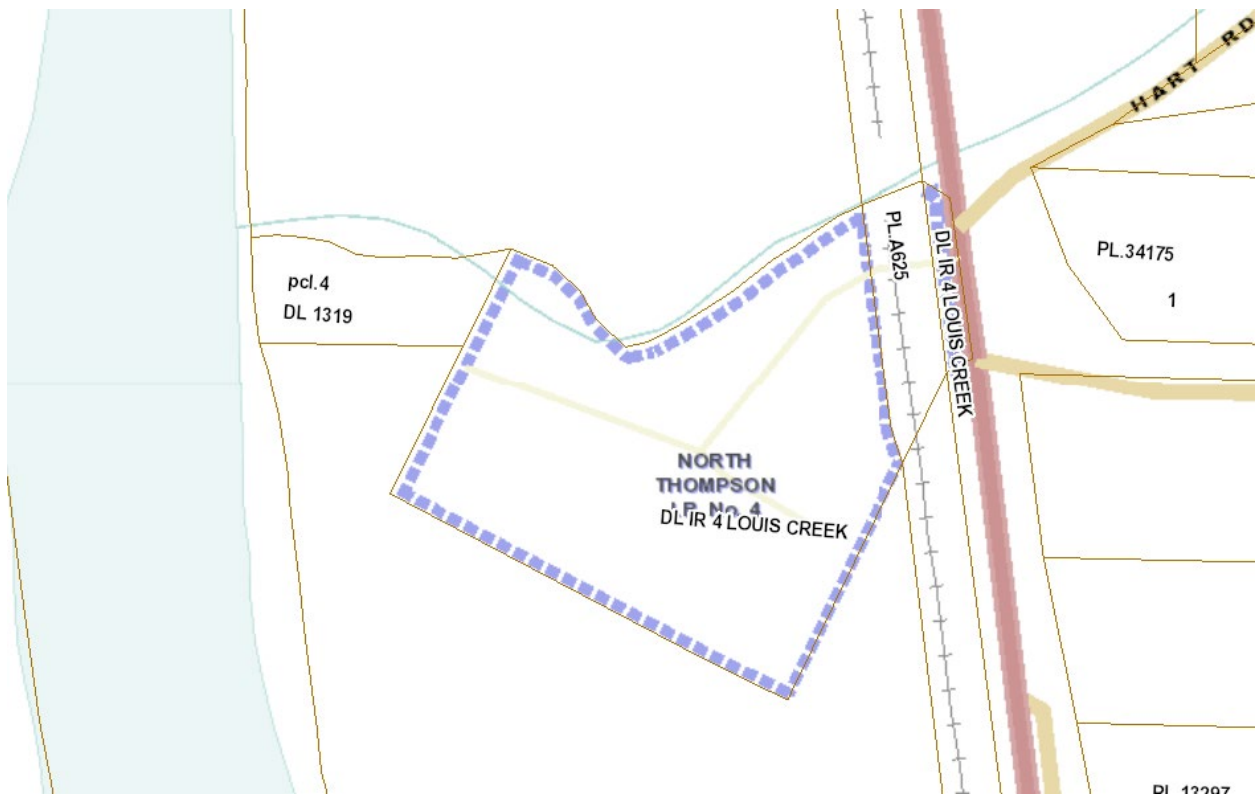
Mayor Ward Stamer



Rhonda Kershaw, Administrator

Bob Payette, Deputy Corporate Officer/ CAO

SCHEDULE A



Fire Protection Service Agreement 2022

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: July 20, 2026	File: 530.20/Rpts
To: Council	From: Corporate Officer
Re: Development Permit Application DP-26-01 Station 4394 Yard Road – Shell Gas Station / Convenience Store / Restaurant	
Recommendation: THAT Council approve the issuance of Development Permit Application DP-26-01 Station for the property located at 4394 Yard Road within the Highway Corridor Development Permit Area;	
AND THAT issuance of the Development Permit be subject to: • receipt of a Security Deposit in the amount representing 125% of the estimated value of applicable form and character and related site works as outlined within the Development Permit; and • execution of a Municipal Wastewater Connection Permit, satisfactory to the District, for connection to the municipal wastewater system.	

Purpose

The purpose of this report is to present Development Permit Application DP-26-01 Station to Council for consideration and authorization.

Background

The District of Barriere has received a Development Permit application for the property located at 4394 Yard Road. The subject property is legally described as:

LOT 3, DISTRICT LOTS 1325 AND 1634, KDYD, PLAN 6433 EXCEPT PLANS H749 AND KAP61046.



**red line show municipal wastewater service & blue lines are municipal water lines.*

The property is zoned C2 – Yellowhead Highway Commercial. The proposed development includes a combined Shell Gas Station and Convenience Store, with an attached future restaurant located on the south side of the existing building. The proposal conforms to the permitted uses within the C2 – Yellowhead Highway Commercial Zone as both a “Service Station” and “Restaurant” are permitted uses within *District of Barriere Zoning Bylaw No. 111, as amended*.

The property was recently purchased by the current owners. Prior to the sale, the property operated partially as the Station House Restaurant located within the north side of the building with the larger, south side of the building remaining largely unutilized.

As the property is located within the District's Highway Corridor Development Permit Area identified within the Official Community Plan (OCP), a Development Permit is required for overall form and character including, exterior building alterations, site layout modifications, signage, and landscaping.

Summary

As permitted under the *District of Barriere Development Applications Procedures Bylaw No. 269*, the issuance of this Development Permit is subject to receipt of a Security Deposit to ensure completion of approved works and conditions associated with the permit. The final Security Deposit amount will be determined upon receipt of estimated construction and landscaping values from the applicant's engineer and subject to Staff review. This amount will be returned to the applicant upon completion of the works as outlined in Bylaw No. 269.

Staff further recommend that the applicant be required to enter into a servicing agreement with the District respecting connection to the municipal wastewater system and any associated servicing requirements prior to issuance of the Development Permit.

The proposal includes:

- Installation of a Shell-branded fuel canopy and fuel dispensing area;
- Installation of underground double-wall fuel storage tanks;
- Renovation of the existing building exterior and interior;
- Conversion of the north side of the building into a convenience retail store;
- Provision for a future restaurant unit on the south side;
- New pedestrian access improvements and landscaping;
- New parking layout and loading area;
- Paving of all access points to municipal roadways, parking and traffic areas; and
- Installation of a new pylon sign.

Submitted plans identify four (4) fuel dispensers beneath a canopy structure, underground fuel storage tanks, a minimum of eleven (11) off-street parking spaces, a designated loading space, and associated pedestrian circulation improvements. As required, the applicant's traffic plan ensures fuel and other commercial delivery can be made without impact to adjacent properties along Station and Yard Roads. The applicant's plan outlines landscaping and/or other physical blockages will be installed along the rear of the property between it and the unpaved, vacant land on Station Rd. to ensure no traffic can access it from 4394 Yard Rd.

The property is currently serviced by municipal water and a private septic system. The Development Permit requires that the current private septic system be decommissioned with the development to connect to the municipal wastewater system prior to final building inspection and Occupancy Permit issuance.

Staff have completed an initial review of the submitted materials and note the following:

- Proposed uses, height restrictions and minimum setbacks comply with District Zoning regulations;
- Minimum parking requirements are met within the plan;
- No interference with adjacent properties to accommodate fuel and other commercial delivery has been identified;
- No setback encroachments have been identified;
- No significant sight-line impairments have been identified;
- No apparent canopy clearance or awning height hazards have been identified;
- Existing access locations generally remain unchanged; and
- The proposal generally conforms with the intent of the Highway Corridor Development Permit Area guidelines respecting commercial form and character.



*full size drawings attached.

The application was circulated to referral agencies including:

- **Ministry of Transportation and Transit (MOTT)**
 - MOTT response: No objection and indicates Ministry approval is not required for this Development under Section 505 of the *Local Government Act*.
- **BC Hydro;**
 - BC Hydro Response: No objections.
- **TELUS;** and
 - No response received.
- **Simpco First Nation.**
 - Nations Connect Response: Confirmation of receipt of referral. No further response received.

Any additional referral comments received after publication of this Council Meeting Agenda will be provided to Council as supplementary information during the overview of this report.

Benefits or Impact

General

The proposal represents reinvestment into an existing commercial property located along the Yellowhead Highway Corridor and is intended to improve both the functionality and visual appearance of the site.

The development introduces additional commercial services to the community while revitalizing an existing building and improving the overall streetscape character along Yard Road and Highway 5.

Finances

The applicant is responsible for all applicable Development Permit, Building Permit, servicing, utility connection, and related development costs associated with the project. Revitalization and improvements made on the property will be re-assessed by BC Assessment and an increase in assessed value results in associated property tax revenue increases.

Strategic Impact

The proposal generally aligns with the District's Official Community Plan related to:

- Supporting local economic development;
- Encouraging reinvestment into existing commercial properties;
- Enhancing the visual quality of the Highway Corridor; and
- Supporting local services for residents and travelling motorists.

And generally aligns with the Council's Strategic Plan as follows:

- Priority #3 – Create Opportunities for Community Growth
 - o Goal 2 – Support Developments to Increase our Tax Base

Risk Assessment

Compliance: The proposed development generally conforms to the C2 – Yellowhead Highway Commercial Zone and the Highway Corridor Development Permit Area guidelines within the Official Community Plan.

Risk Impact: Low

Internal Control Process: The proposal will remain subject to all applicable Building Permit requirements, technical servicing requirements, fuel storage regulations, and other applicable provincial and federal regulations.

Next Steps / Communication

- Finalization of Security Deposit Agreement with accompanied security deposit from applicant;
- Issuance of the Development Permit if approved by Council;
- Building Permit issuance and service connections.

Recommendation

THAT Council approve the issuance of Development Permit Application DP-26-01 Station for the property located at 4394 Yard Road within the Highway Corridor Development Permit Area;

AND THAT issuance of the Development Permit be subject to:

- receipt of a Security Deposit in the amount representing 125% of the estimated value of applicable form and character and related site works as outlined within the Development Permit; and
- execution of a Municipal Wastewater Connection Permit, satisfactory to the District, for connection to the municipal wastewater system.

Alternative Options

1. Council could direct staff to seek additional information or revisions from the applicant prior to reconsideration.

Attachments

- Applicant Summary of Development
- TNRD Property Report
- Site Plan and Drawings
- Draft Development Permit

Prepared by:

T. Buchanan, Corporate Officer

Reviewed by:

D. Drexler, Chief Administrative Officer



4394 Yard Road, Barriere, BC
May 12, 2026
Letter of Intent

**Re: Form and Character Development Permit Application and
Development Permit Variance Application
Proposed Tenant Improvements and Gas Station Canopy**

Dear Planning Department,

On behalf of the property owner, we are pleased to submit this Letter of Intent in support of a Form and Character Development Permit application for proposed tenant improvements to the existing commercial property located within the District of Barriere.

The proposal includes the following key components:

- Installation of a new gas station canopy to the exterior of the building;
- Interior and exterior renovations to accommodate a convenience retail store (c-store);
- Addition of new glazing to enhance visibility, safety, and natural light; and
- Installation of a new exit door on the south elevation to improve building functionality and life safety for future CRU on the south side.

Project Overview and Design Intent

The intent of the project is to revitalize the existing commercial building and improve its functionality, safety, and visual appeal while supporting the needs of both local residents and traveling motorists. The addition of a gas bar and convenience retail component will provide an essential service to the community and enhance the viability of the site.

The proposed canopy has been designed to complement the form and character of the existing structure while introducing a contemporary and cohesive aesthetic. The building upgrades, including new windows and façade improvements, will significantly enhance the streetscape and contribute positively to the overall commercial character of the area.

Conclusion

The proposed development represents a thoughtful and functional upgrade to the existing site, aligning with the District's goals of supporting local services, enhancing commercial development, and improving the visual quality of the built environment.

We respectfully request the District of Barriere's consideration and approval of this Form and Character Development Permit application. Should you require any additional information or clarification, please do not hesitate to contact our office.

Sincerely,

Darren Hall

Darren Hall, Trio Architecture Inc.
Darren.h@trioarchitecture.ca



Property Information Report
Report Generated: 5/28/2026, 4:14:47 PM |
Data Generated: 5/27/2026, 12:02:32 AM

Thompson-Nicola Regional District
300 - 465 Victoria St
Kamloops, BC V2C 2A9
T (250) 377-8673 | F (250) 372-5048
E gisinfo@tnrd.ca

Parcel Description

Address

4394 Yard Rd

Legal Description

LOT 3 DISTRICT LOTS 1325 AND 1634 KAMLOOPS DIVISION YALE
DISTRICT PLAN 6433 EXCEPT PLANS H749 AND KAP61046

Plan Number

KAP6433

Parcel Type (Class)

SUBDIVISION

Owner Type

PRIVATE

Lot Size(Calculated)(+/-5%) - Approximate lot size is calculated from a Geographic Information System. The true size of the lot is found on a legal survey plan.

Square Meter

2759.96

Acre

0.682

Hectare

0.276

Community

Barriere

Local Authority

District of Barriere

School District

Kamloops/Thompson



Services

Contact the Local Authority for services provided by other jurisdictions

Water Service N/A

Sewer Service N/A

Fire Protection N/A

Invasive Plants Program [Link](#)

Nuisance Mosquito Reduction [Link](#)

Future Debt (Loan Authorization)

For enquiries, contact the Local Authority

Future Debt

Unknown - contact District of Barriere for any future debt.

Development

For enquiries, contact the Local Authority

Zoning Bylaw

111

Site Specific Zoning

N/A

Zoning

C2

Development Permit Area

Yellowhead Corridor DPA

Official Community Plan Name

DISTRICT OF BARRIERE

OCP Designation

COMMERCIAL

Lake Classification Unclassified	Lake Name Unknown	Lakeshore Development Guidelines (Intersect) Yes
Fringe Area N/A	Floodplain Information Contact Local Authority	Agriculture Land Reserve (Intersect) No
Riparian Area (Source: TRIM)(Intersect) No	Post-Wildfire Geohazard Risk Restrictions Unknown	

Development and Building Permits

from July 2009 to Present (For enquiries, contact the Local Authority)

Nothing Found

BC Assessment					
For enquiries, contact BC Assessment Authority					
Folio 345.01245.494	Actual Use RESTAURANT ONLY		Manual class RESTAURANT		
Folio 345.01245.494	Land Title PID 003-236-986	Assess Year 2025	Land \$146,000.00	Improvement \$361,000.00	Property Class 6-Bus/Oth
Folio 345.01245.494	Land Title PID 003-236-986	Assess Year 2026	Land \$146,000.00	Improvement \$361,000.00	Property Class 6-Bus/Oth

Disclaimer: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and the Thompson-Nicola Regional District (TNRD) is not responsible for its accuracy, completeness or how current it may be.



PROPOSED GAS STATION RENOVATION

4394 YARD ROAD BARRIERE, B.C.

 TRIO Architecture Inc. Info@trioarchitecture.ca 604.854.3740 Unit B 33623 Wildwood Drive Abbotsford, BC V2S 1S2	TRIOARCHITECTURE.CA ARCHITECT: TRIO ARCHITECTURE INC. Contact: Darren Hall 33623 Wildwood Dr. Abbotsford, B.C. V2S 1S2 p. 604.854.3750 email: darren.h@trioarchitecture.ca web site: www.trioarchitecture.ca					LANDSCAPE: Klimo & Associates Contact: Francis Klimo 4300 North Fraser Way Burnaby, B.C. V5J 5J8 p. 604.358.5562 email: klimofrancis@gmail.com		Architectural Seal
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\\sawd\LOCAL\Architects\Projects\2025 Drawings\223081 - 4394 Yard Rd. Barriere, BC.dwg - plotted by Alex Sequina @ Friday, May 23, 2026 11:13:40 AM



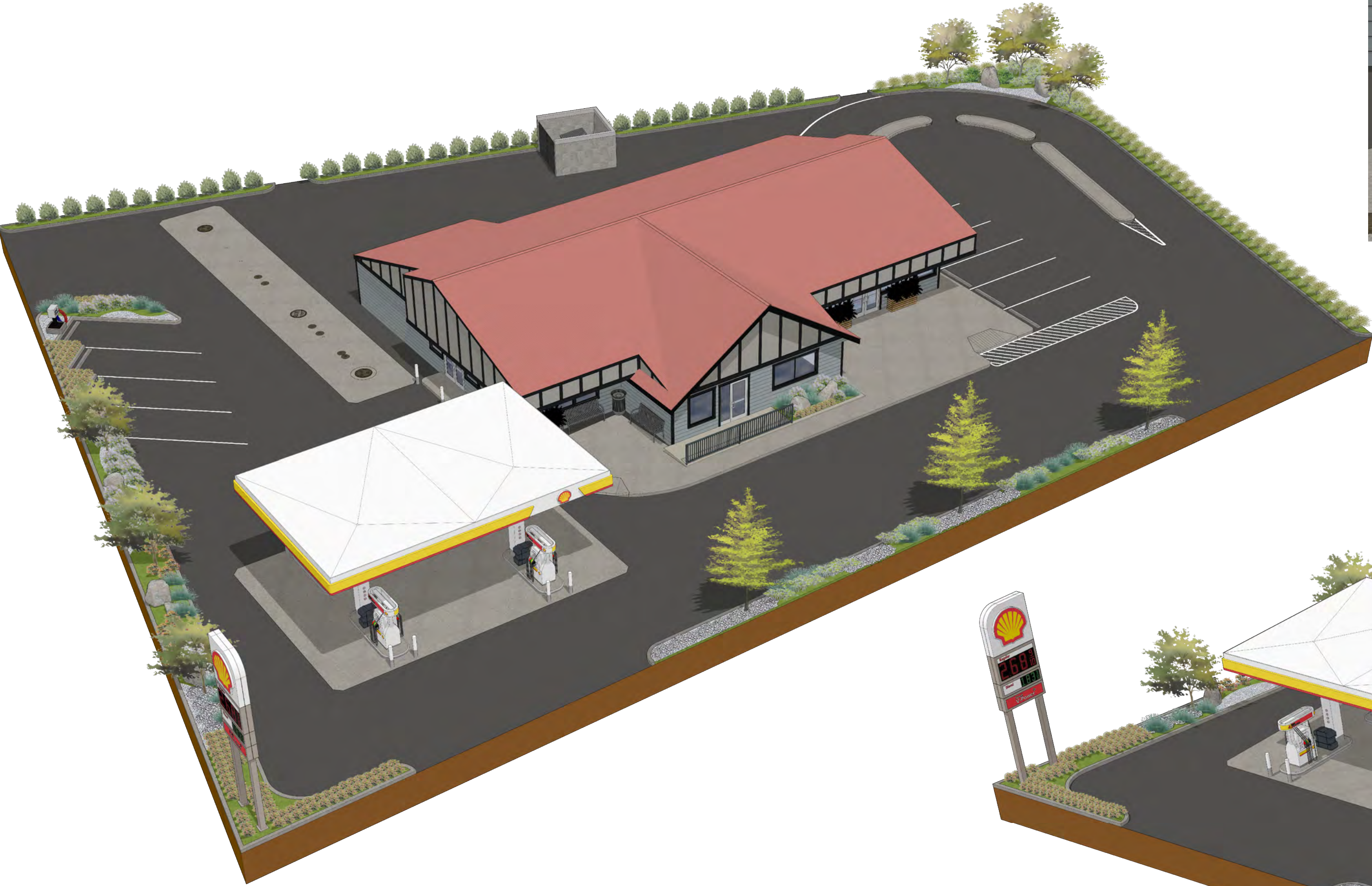
date: May 2026		project: PROPOSED RENOVATION		Architectural Seal	
scale: AS NOTED		4394 YARD ROAD			
drawn: D.H.		BARRIERE, BRITISH COLUMBIA			
checked: D.H.		drawing: PROPOSED PERSPECTIVE VIEWS			
project no. 225081		A-0.1			
sheet no.					

ISSUE TABLE		Date (dd/mm/yyyy)		By		Description	
No.		1	01/05/2026	D.H.		DESIGNED FOR DEVELOPMENT PERMIT SUBMISSION	
		2	23/05/2026	D.H.		REVISED & REISSUED FOR DEVELOPMENT PERMIT SUBMISSION	
REVISIONS		Date		By		Description	
No.							
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TRIO Architecture Inc.
info@trioarchitecture.ca
604.654.3740
Unit B 33623 Wildwood Drive
Abbotsford, BC V2S 1S2

Board\LOCAL\Architects\Projects\2025 Drawings\225081 - 4394 Yard Rd, Barriere, BC\225081 - 4394 Yard Rd, Barriere, BC.dwg - plotted by Alex Sengulua @ Friday, May 23, 2026 11:44:47 AM



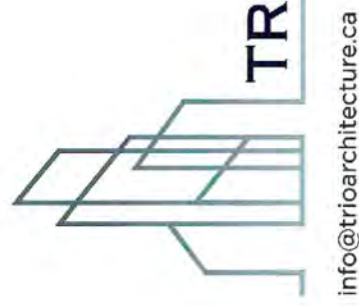
date: May 2026
scale: AS NOTED
drawn: D.H.
checked: D.H.
project no. 225081
sheet no.

project: PROPOSED RENOVATION
4394 YARD ROAD
BARRIERE, BRITISH COLUMBIA

drawing: PROPOSED
PERSPECTIVE VIEWS

A-0.2

Architectural Seal



TRIO Architecture Inc.
info@trioarchitecture.ca
604.654.3740
Unit B 33623 Wildwood Drive
Abbotsford, BC V2S 1S2

TRIOARCHITECTURE.CA

ISSUE TABLE			Description
No.	Date (dd/mm/yyyy)	By	
1	01/05/2026	D.H.	DESIGN FOR DEVELOPMENT PERMIT SUBMISSION
2	20/05/2026	D.H.	REVISED & REISSUED FOR DEVELOPMENT PERMIT SUBMISSION
REVISIONS			Description
No.	Date	By	
ALL DIMENSIONS & CONDITIONS MUST BE VERIFIED ON THE SITE			
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PROHIBITED.			

CIVIC ADDRESS:

4394 YARD ROAD BARRIERE, BC

LEGAL DESCRIPTION:

LOT 3 DISTRICT LOTS 1325 AND 1634 KAMLOOPS DIVISION
YALE DISTRICT PLAN 6493 EXCEPT PLANS H149 AND KAP61046

SITE RECONCILIATION:

SITE AREA: 0.216 HECTARE = 0.602 ACRES
= 29,716.77 sq.ft. = 2,760.78 sq.m.

ZONING: C2 - YELLOWHEAD CORRIDOR COMMERCIAL ZONE

BUILDING HEIGHT: PRINCIPAL BUILDING:
ALLOWED: 12.00m (39.37')
PROPOSED: EXISTING TO REMAIN.
ACCESSORY BUILDING:
ALLOWED: 5.00m (16.40')
PROPOSED CANOPY: 5.00m (16.40')

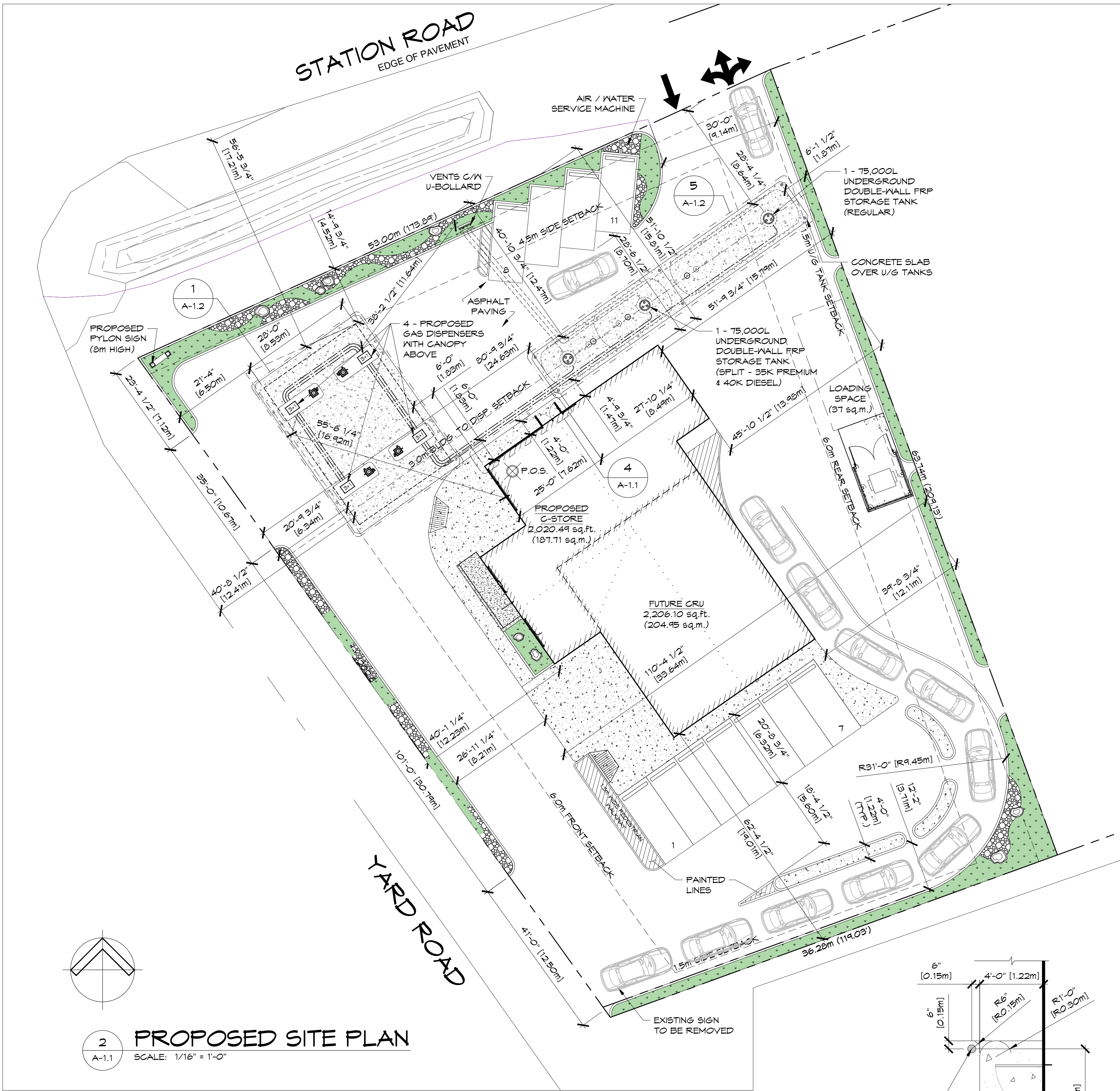
OFF STREET PARKING: PROPOSED RETAIL STORE: 1 PARKING SPACE PER 40 sq.m. OF GROSS FLOOR AREA.
(CONVENIENCE STORE) 187.79m. (2,021.97 sq.ft.) / 40 = 4.69 (5)
PROPOSED FUTURE CRU: 6 PARKING SPACES ALLOTTED FOR FUTURE TENANT.
(RESTAURANT) - 1 PARKING SPACE PER 9 RESTAURANT SEATS.
6 X 3 = 18 RESTAURANT SEATS ALLOWED.
OR
(RETAIL STORE) - 1 PARKING SPACE PER 40 sq.m. OF GROSS FLOOR AREA.
204.95 sq.m. (2,206.10 sq.ft.) / 40 = 5.12 (6)
PROVIDED: 11 PARKING SPACES PROVIDED
(11 STANDARD PARKING SPACES)

SETBACKS (FOR SERVICE STATION):

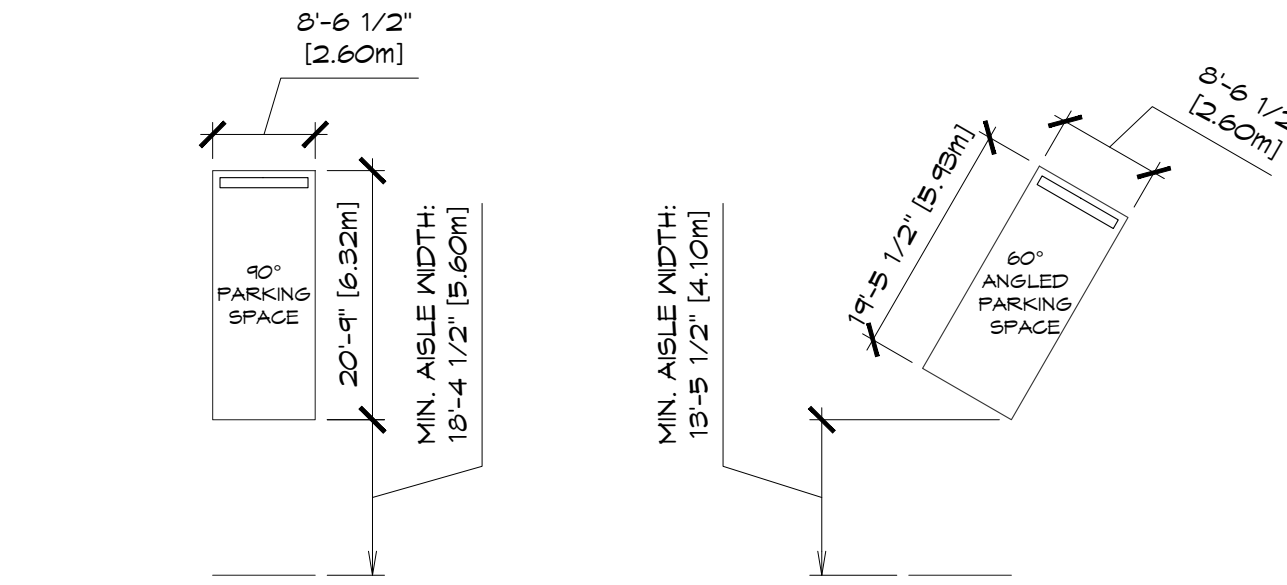
	REQUIRED:	PRINCIPAL BUILDING (EXIST.):	CANOPY:	A/G FUEL DISPENSERS:	U/G STORAGE TANKS:
FRONT: (WEST)	PROPOSED:	6.0m (19.69')	6.0m (19.68')	3.0m (9.84')	1.5m (4.92')
		12.23m (40.12')	6.34m (20.80')	11.27m (36.98')	24.63m (80.81')
LEFT SIDE: (NORTH)	REQUIRED:	4.5m (14.76')	4.5m (14.76')	3.0m (9.84')	1.5m (4.92')
	PROPOSED:	15.81m (51.87')	4.52m (14.81')	7.11m (23.33')	8.64m (28.35')
REAR: (EAST)	REQUIRED:	6.0m (19.69')	6.0m (19.68')	3.0m (9.84')	1.5m (4.92')
	PROPOSED:	12.11m (39.73')	34.53m (113.29')	32.03m (105.09')	1.87m (6.13')
RIGHT SIDE:	REQUIRED:	1.5m (4.92')	1.5m (4.92')	3.0m (9.84')	1.0m (4.92') - AWAY FROM BUILDING FOUNDATION
	PROPOSED:	19.01m (62.37')	43.55m (142.88')	43.40m (150.79')	1.47m (4.19')



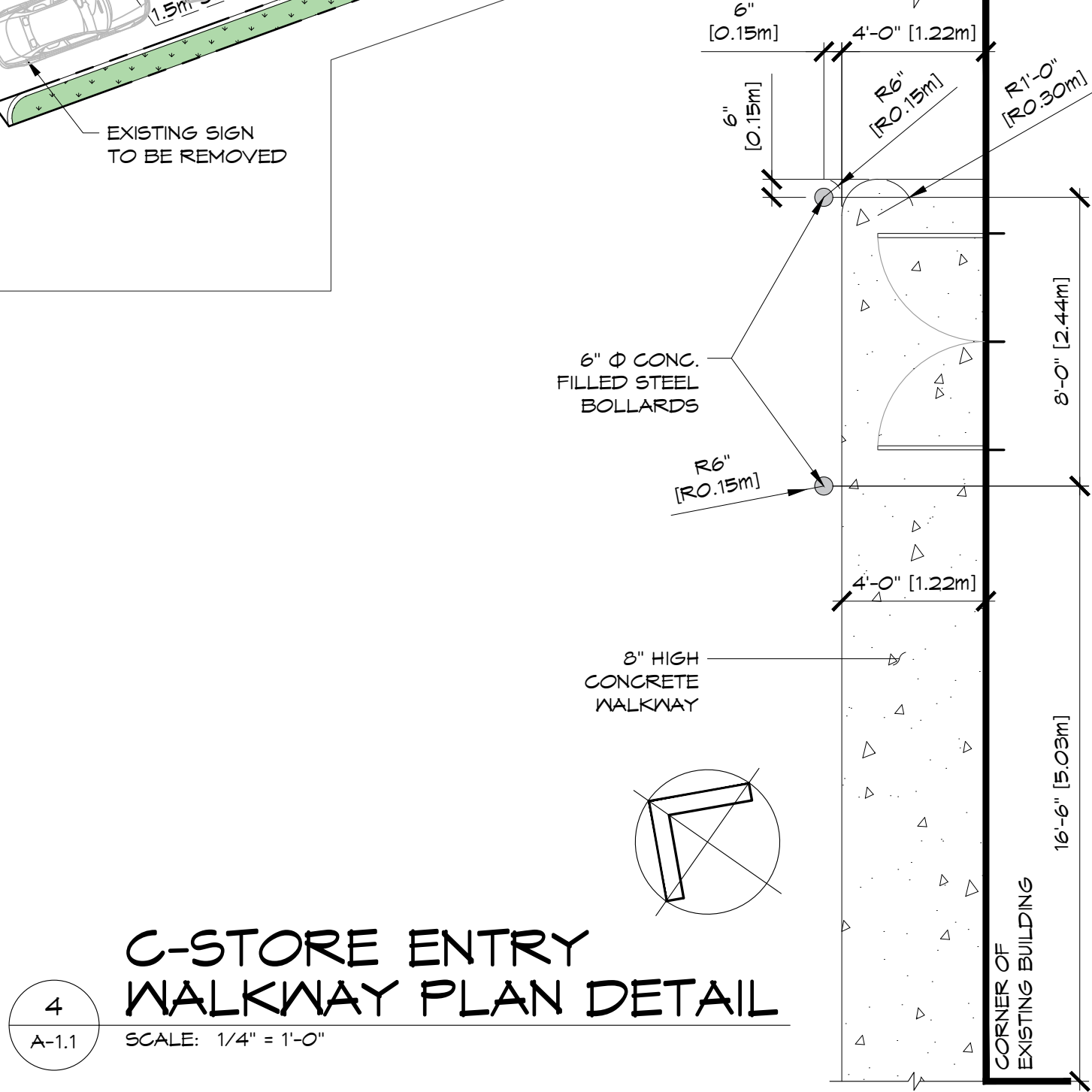
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A-1.1 SCALE: 1/128" = 1'-0"



2 PROPOSED SITE PLAN
A-1.1 SCALE: 1/16" = 1'-0"

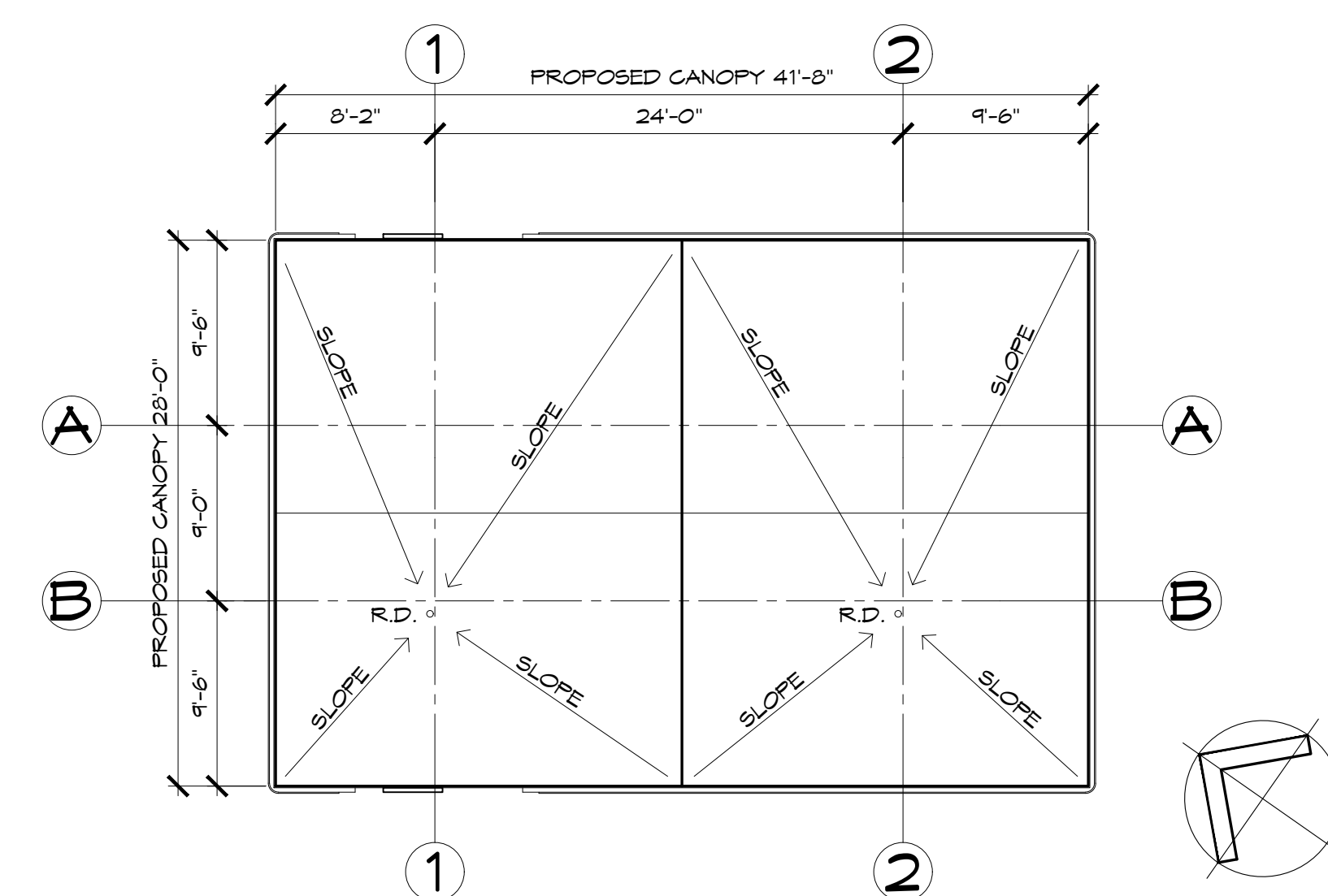
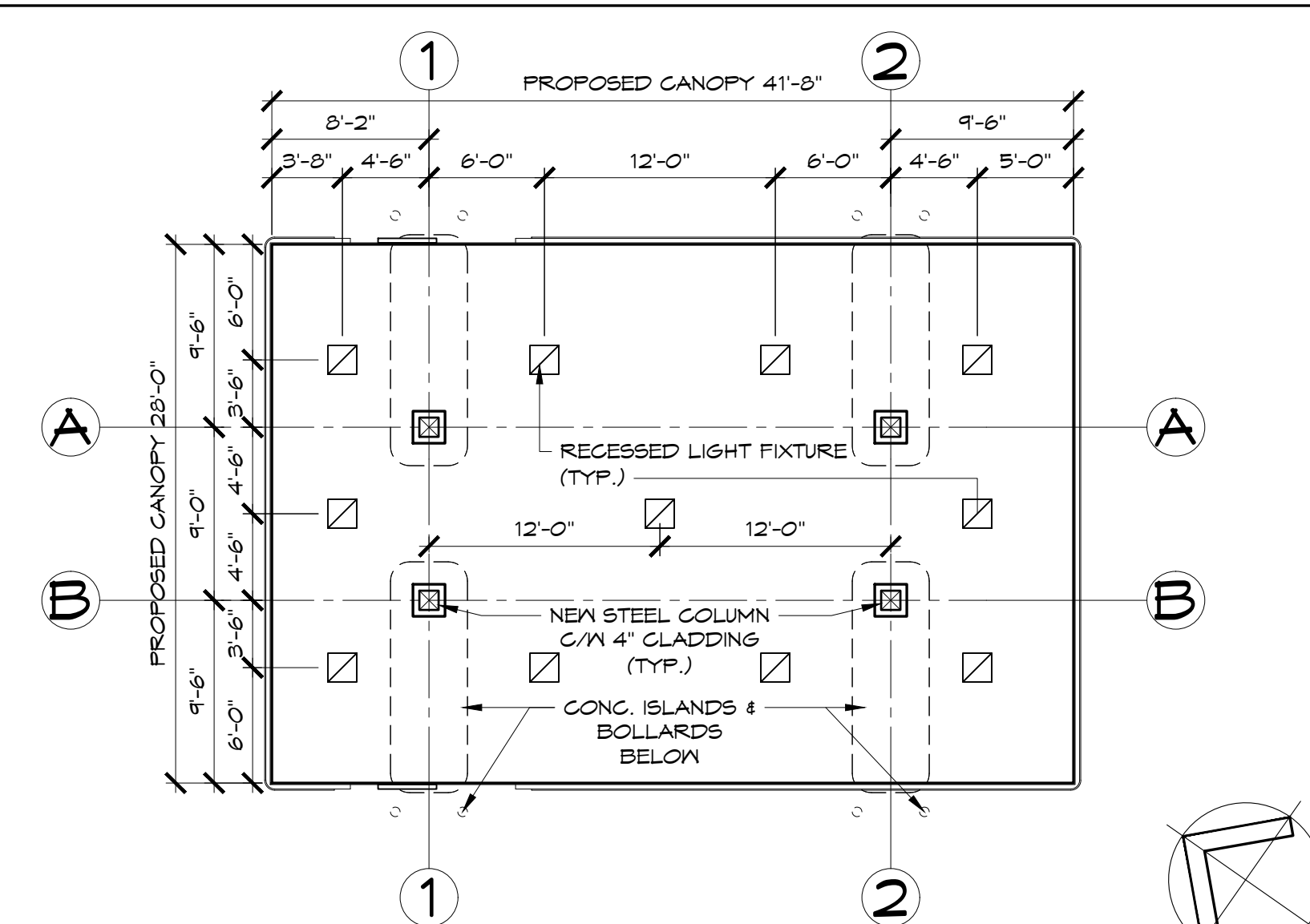
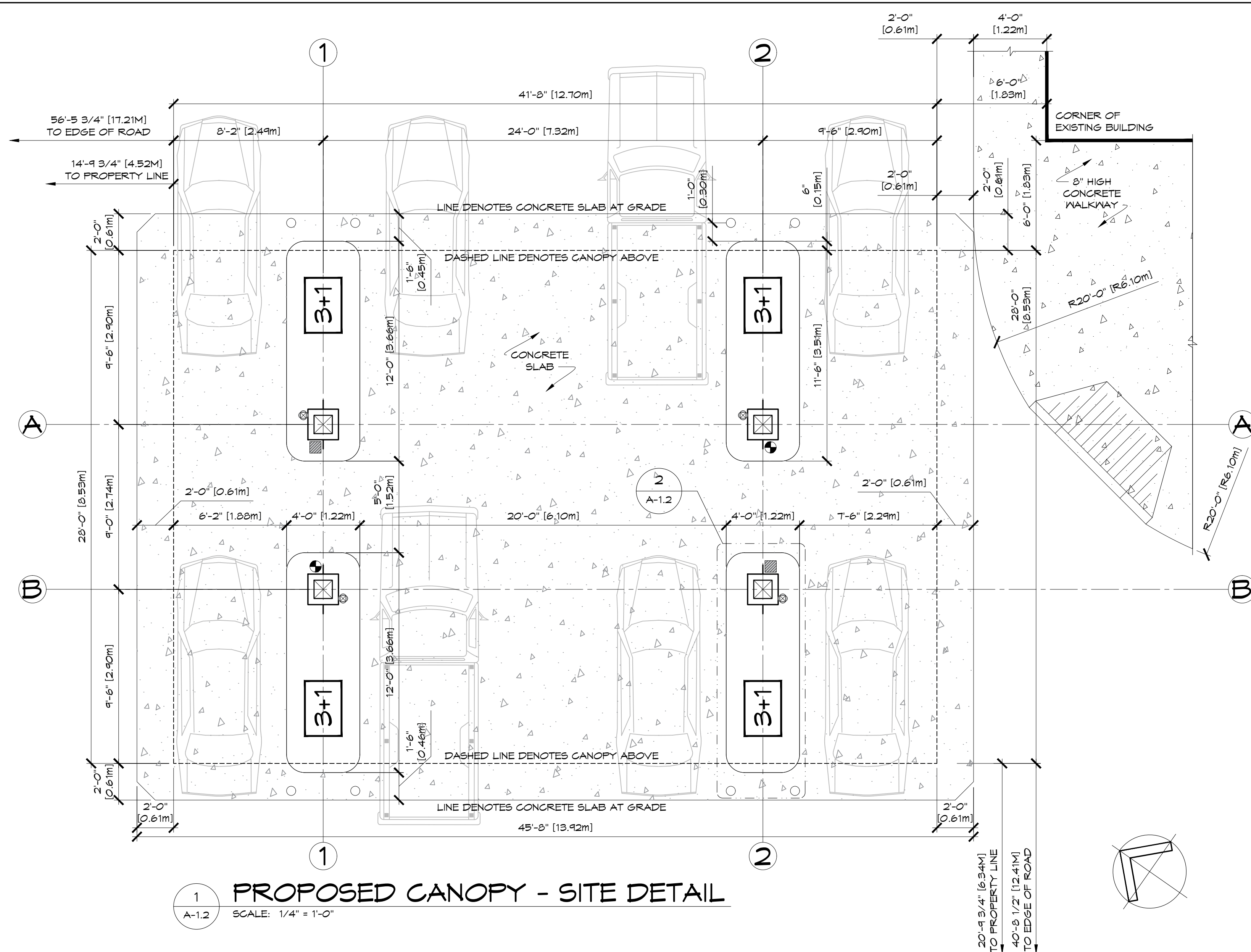


3 TYP. PARKING SPACE DETAILS
A-1.1 SCALE: 1/16" = 1'-0"



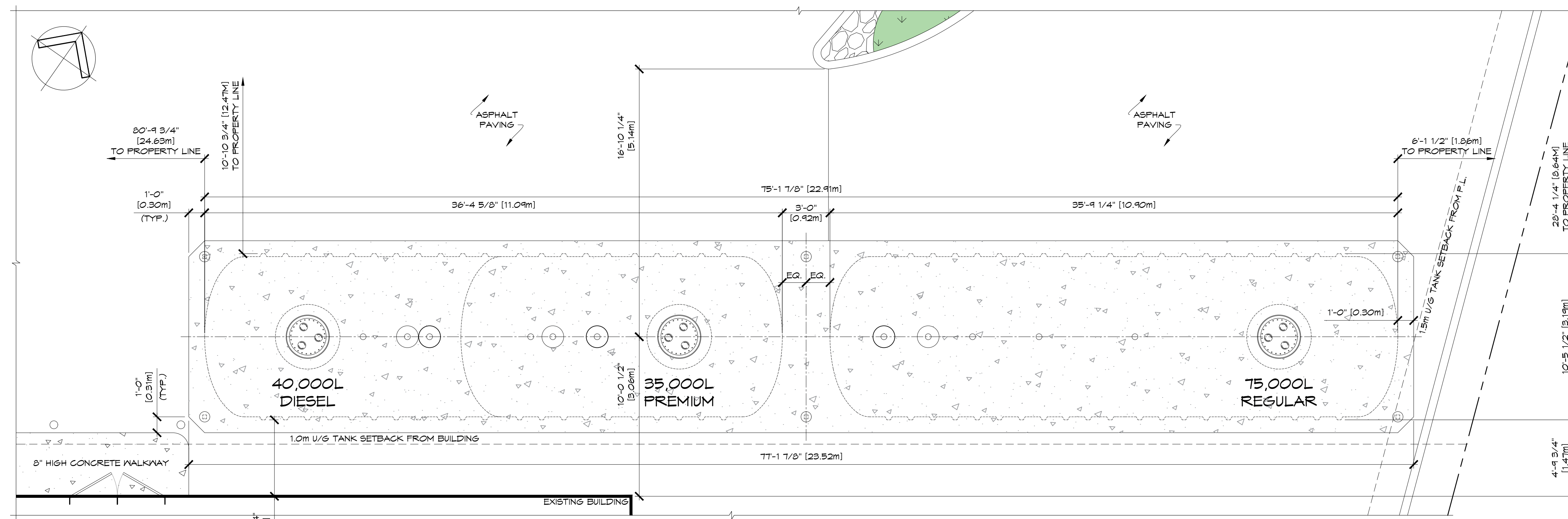
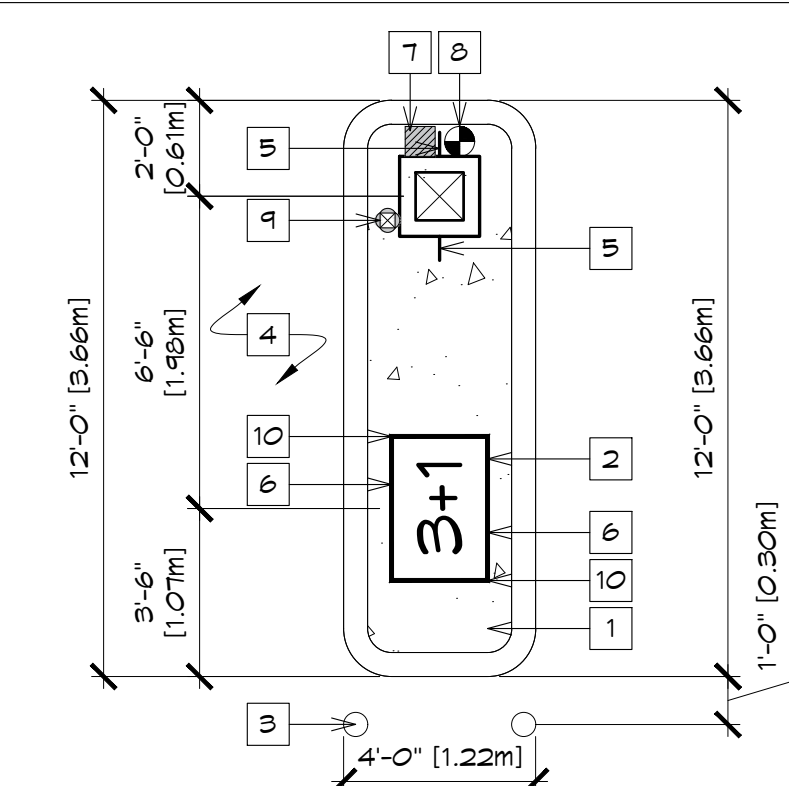
4 C-STORE ENTRY WALKWAY PLAN DETAIL
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ISSUE TABLE				REVISIONS			
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TRIOARCHITECTURE.CA				TRIO Architecture Inc. Unit B 33023 Wildwood Drive Abbotsford, BC V2S 1S2 info@trioarchitecture.ca 604.654.3740			
PROJECT: PROPOSED RENOVATION 4394 YARD ROAD BARRIERE, BRITISH COLUMBIA				DRAWING: PROPOSED SITE PLAN & SITE DETAILS			
DATE: May 2026 SCALE: AS NOTED DRAWN: D.H. CHECKED: D.H. PROJECT NO: 225081 SHEET NO:				A-1.1			



- FUEL DISPENSER ISLAND KEYNOTES:

- 1 NEW ULC APPROVED ISLANDS, SIZE AS INDICATED.
- 2 NEW FUEL DISPENSERS C/W DELIVERY HOSES AND NOZZLE
- 3 6" Ø STEEL BOLLARD.
- 4 CONCRETE APRON.
- 5 INSTALL SIGNAGE INDICATING NO SMOKING,
TURN IGNITION OFF, EMERGENCY INFORMATION, ETC.
(TO BE VISIBLE FROM BOTH SIDES OF PUMP)
- 6 EMERGENCY STOP BUTTON.
- 7  SPILL KIT FOR CONTAINMENT,
CLEAN-UP AND DISPOSAL OF MINOR SPILLS
(B.G.F.C. 2024 DIV.B, 4.1.6.1. & 4.6.7.1.).
- 8  FIRE EXTINGUISHER 4.6Kg. TYPE 40BC
- 9  SURVEILLANCE CAMERA SYSTEM CCTV. FEED TO CASHIER
- 10 2-WAY INTERCOM COMMUNICATION
BETWEEN DISPENSERS AND CONTROL CONSOLE.



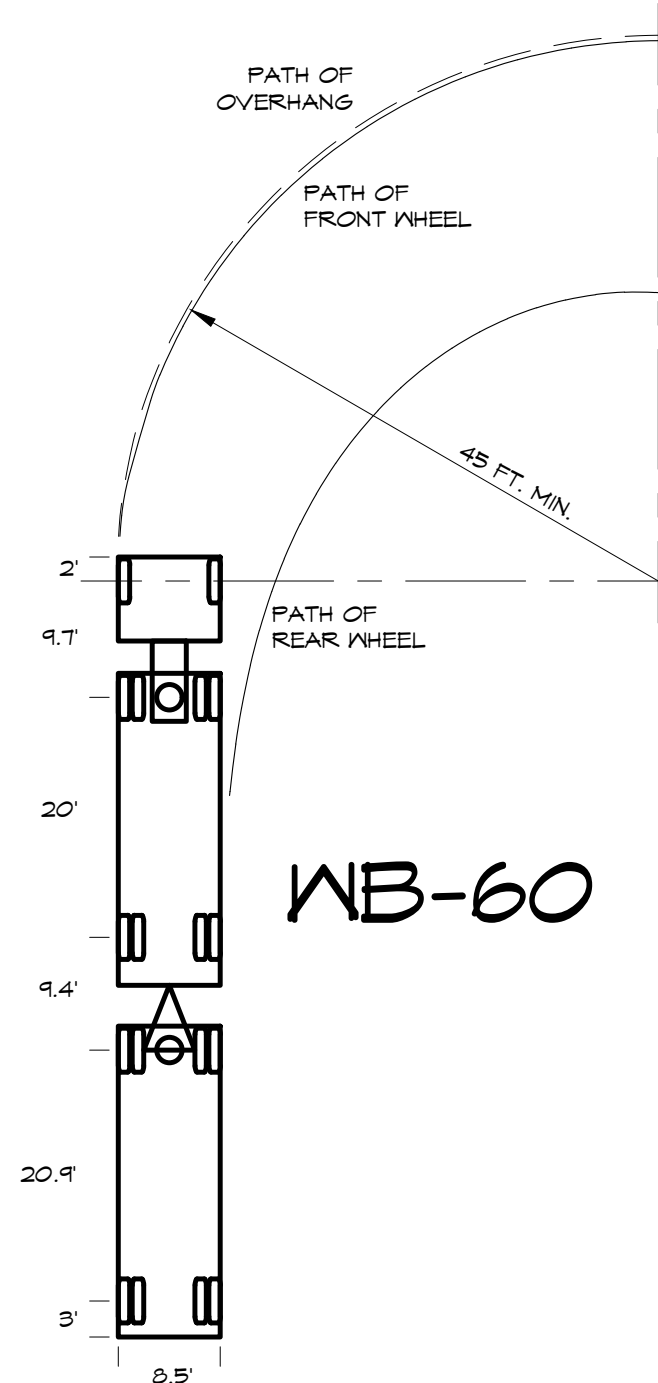
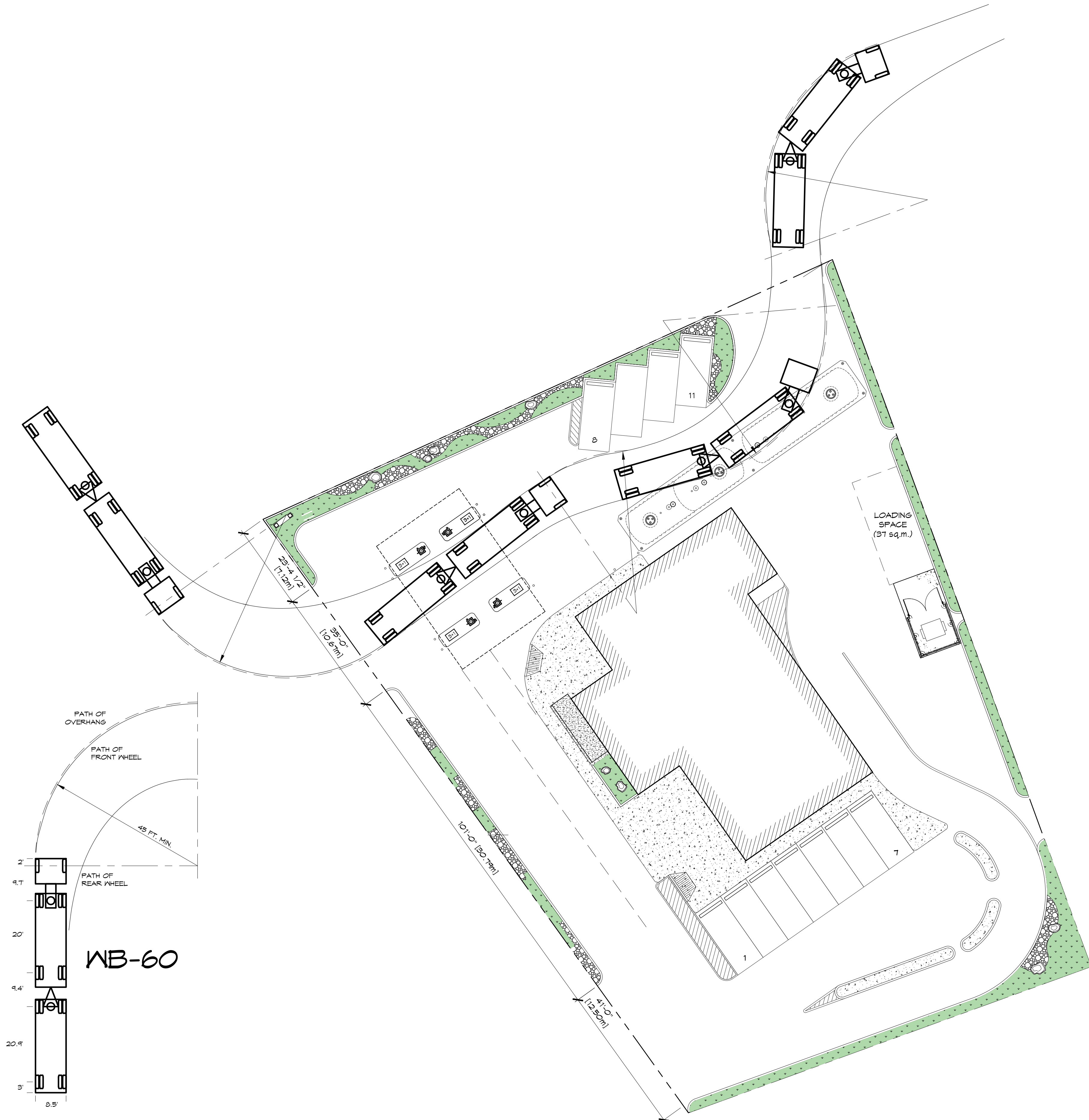
date: May 2026		project: PROPOSED RENOVATION		Architectural Seal	 TRIO Architecture Inc. info@trioarchitecture.ca Unit B 33623 Wildwood Drive Abbotsford, BC V2S 1S2 604.854.3740	ISSUE TABLE			
scale: AS NOTED		4394 YARD ROAD				No.	Date	By	Description
drawn: D. H.		BARRIERE, BRITISH COLUMBIA				1	01/05/2026	D.H.	ISSUED FOR DEVELOPMENT PERMIT SUBMISSION
checked:						2	29/05/2026	D.H.	REVISED & RE-ISSUED FOR DEVELOPMENT PERMIT SUBMISSION
project no. 225061		drawing:		REVISIONS				ALL DIMENSIONS & CONDITIONS MUST BE VERIFIED ON THE SITE	
sheet no.				No.	Date	By	Description	© COPYRIGHT RESERVED THIS DRAWING IS THE EXCLUSIVE PROPERTY OF TRIO ARCHITECTURE INC. UNAUTHORIZED REPRODUCTION IS PROHIBITED	
A-1.2		PROPOSED SITE PLAN DETAILS		TRIOARCHITECTURE.CA					



date: May 2026		project: PROPOSED RENOVATION 4394 YARD ROAD BARRIERE, BRITISH COLUMBIA	Architectural Seal
scale: AS NOTED			
drawn: D.H.			
checked: D.H.			
project no. 225081			
sheet no. A-1.3		PROPOSED VEHICLE FLOW PLAN DETAIL	

		TRIO Architecture Inc. Unit B 33623 Wildwood Drive Abbotsford, BC V2S 1S2 info@trioarchitecture.ca 604.854.3740	
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TRIOARCHITECTURE.CA			
ISSUE TABLE			
No.	Date (dd/mm/yyyy)	By	Description
1	01/05/2026	D.H.	ISSUED FOR DEVELOPMENT PERMIT SUBMISSION
2	29/05/2026	D.H.	REVISED & RE-ISSUED FOR DEVELOPMENT PERMIT SUBMISSION
REVISIONS			
No.	Date	By	Description
ALL DIMENSIONS & CONDITIONS MUST BE VERIFIED ON THE SITE			
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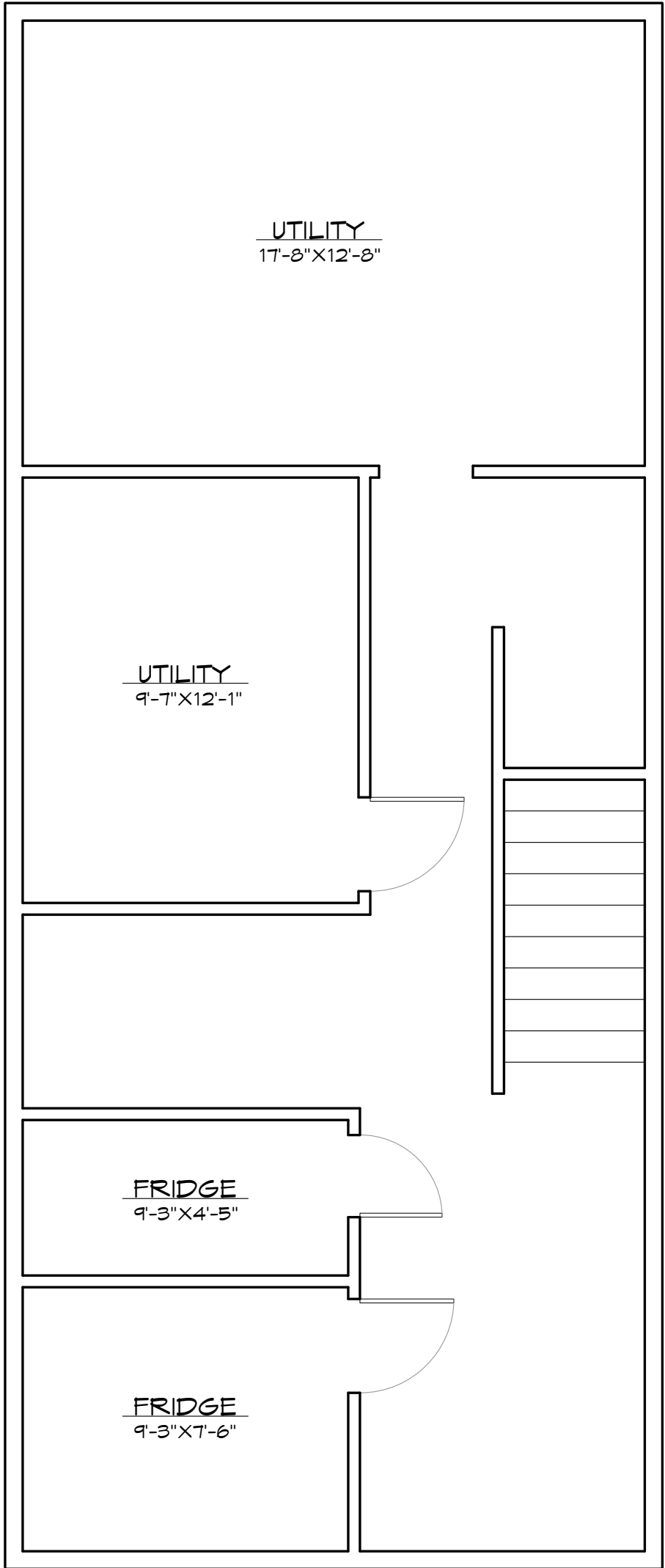
1 FUEL TRUCK TURNING - PLAN DETAIL
A-1.4 SCALE: 1/16" = 1'-0"

date: May 2026	scale: AS NOTED	drawn: D.H.	checked: D.H.	project no. 225081	sheet no.	A-1.4	project: PROPOSED RENOVATION 4394 YARD ROAD BARRIERE, BRITISH COLUMBIA	Architectural Seal	TRIO Architecture Inc. info@trioarchitecture.ca 604.654.3740 Unit B 33623 Wildwood Drive Abbotsford, BC V2S 1S2	ISSUE TABLE			
										No.	By	Date	Description
										1	D.H.	01/05/2026	DESIGNED FOR DEVELOPMENT PERMIT SUBMISSION
										2	D.H.	20/05/2026	REVISED & REISSUED FOR DEVELOPMENT PERMIT SUBMISSION
ALL DIMENSIONS & CONDITIONS MUST BE VERIFIED ON THE SITE													
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2
A-2.1

LOWER FLOOR - PROPOSED PLAN

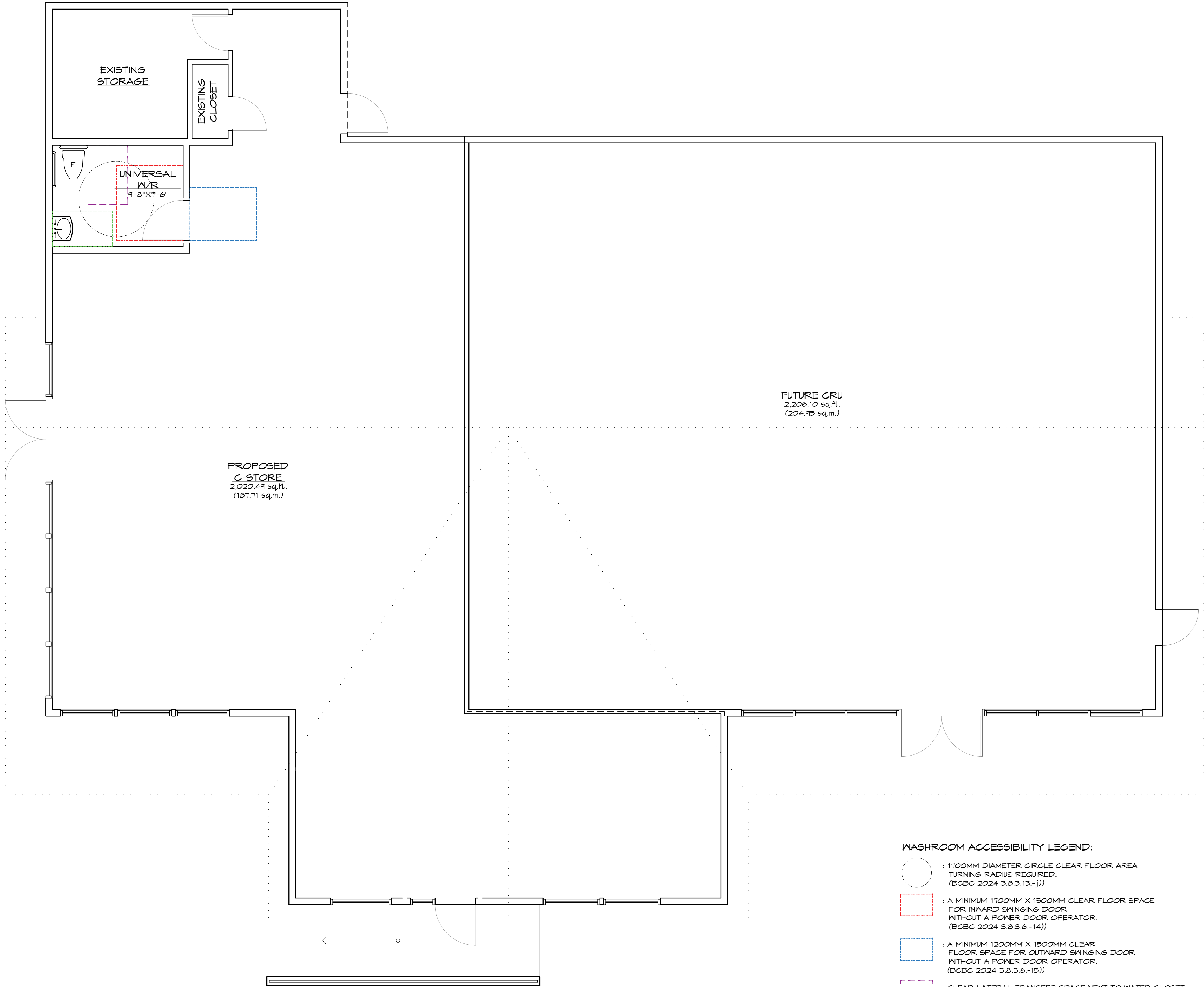
SCALE: 1/4" = 1'-0"



1
A-2.1

MAIN FLOOR - PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"



WASHROOM ACCESSIBILITY LEGEND:

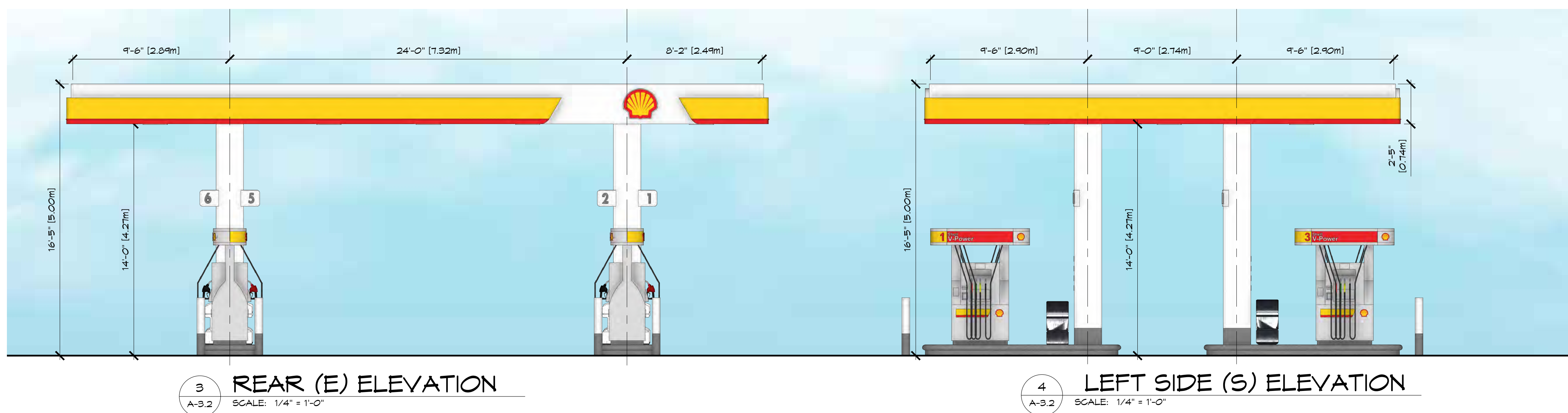
- : 1700MM DIAMETER CIRCLE CLEAR FLOOR AREA TURNING RADIUS REQUIRED. (BCBC 2024 3.8.3.13.-j))
- : A MINIMUM 1700MM X 1500MM CLEAR FLOOR SPACE FOR INWARD SWINGING DOOR WITHOUT A POWER DOOR OPERATOR. (BCBC 2024 3.8.3.6.-14))
- : A MINIMUM 1200MM X 1500MM CLEAR FLOOR SPACE FOR OUTWARD SWINGING DOOR WITHOUT A POWER DOOR OPERATOR. (BCBC 2024 3.8.3.6.-15))
- : CLEAR LATERAL TRANSFER SPACE NEXT TO WATER CLOSET 1500MM LONG X 900MM WIDE. (BCBC 2024 3.8.3.12.-1B))
- : CLEAR FLOOR SPACE ATLEAST 1350MM LONG AND 800MM WIDE IN FRONT OF LAVATORY. (MAX 430MM UNDER THE LAVATORY) (BCBC 2024 3.8.3.16.-1B,C,))

date: May 2026		project: PROPOSED RENOVATION		Architectural Seal		Trio Architecture Inc. info@trioarchitecture.ca 604.854.3740 Unit B 33023 Wildwood Drive Abbotsford, BC V2S 1S2	TRIOARCHITECTURE.CA
scale: AS NOTED		4394 YARD ROAD					
drawn: D.H.		BARRIERE, BRITISH COLUMBIA					
checked: D.H.							
project no. 225081		drawing:					
sheet no. A-2.1		MAIN FLOOR - PROPOSED FLOOR PLAN					

ISSUE TABLE				ALL DIMENSIONS & CONDITIONS MUST BE VERIFIED ON THE SITE			
No.	Date (dd/mm/yyyy)	By	Description	No.	Date	By	Description
1	07/05/2026	D.H.	ISSUED FOR DEVELOPMENT PERMIT SUBMISSION				
2	23/05/2026	D.H.	REVISED & REISSUED FOR DEVELOPMENT PERMIT SUBMISSION				



date: May 2026		project: PROPOSED RENOVATION		Architectural Seal	 TRIO Architecture Inc. info@trioarchitecture.ca 604.854.3740 Unit B 33623 Wildwood Drive Abbotsford, BC V2S 1S2
scale: AS NOTED		4394 YARD ROAD			
drawn: D.H.		BARRIERE, BRITISH COLUMBIA			
checked: D.H.					
project no. 225081		drawing: EXISTING FRONT AND LEFT SIDE ELEVATIONS			
sheet no. A-3.0					



date: May 2026		project: PROPOSED RENOVATION 4394 YARD ROAD BARRIERE, BRITISH COLUMBIA	Architectural Seal	TRIOARCHITECTURE.CA	ISSUE TABLE		
scale: AS NOTED	No.				Date (dd/mm/yyyy)	By	Description
drawn: D.H.	2				20/05/2026	D.H.	REVISED FOR DEVELOPMENT PERMIT SUBMISSION
checked:							
project no. 225081	A-3.2	drawing:	ALL DIMENSIONS & CONDITIONS MUST BE VERIFIED ON THE SITE				
sheet no.			No.	Date	Description		

 TRIO Architecture Inc. info@trioarchitecture.ca 604.854.3740		Unit B 33623 Wildwood Drive Abbotsford, BC V2S 1S2
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DISTRICT OF BARRIERE
DEVELOPMENT PERMIT NO. DP-26-01



Permittee: **Rudra Investments Inc**

Address: 4394 Yard Rd, Barriere BC V0E-1E0
Lot 3, District Lot 1325 and 1634, KDYD, Plan 6433, Except plans H749 and KAP61046, PID 003-236-986

Application No: **DP-26-01 Station**
Development: **Shell Gas Station / Convenience Store / Restaurant**
Development Permit Area: **DPA-2 Yellowhead Corridor**
Existing Zone: **C2 – Yellowhead Corridor Commercial**
OCP Designation: **Commercial**

1. This Development Permit is issued subject to compliance with all the bylaws of the District applicable' thereto, except as specifically varied or supplemented by this Development Permit.
2. This Development Permit applies to and only to those lands within the District described below, and any and all buildings, structures and other development thereon ("the land"):
4394 Yard Rd, Barriere BC V0E-1E0
Lot 3, District Lot 1325 and 1634, KDYD, Plan 6433, Except plans H749 & KAP61046, PID 003-236-986
3. The land described herein shall be developed strictly in accordance with the terms, conditions and provisions of this Development Permit and any site and servicing plans and specifications attached to this Development Permit shall form a part hereof.
4. For clarity, in addition to section 3 outlined above, this Development Permit requires the following completion of works on the land prior to the release of the security deposit outlined through a signed Development Works Agreement:
 - The lot will be landscaped and maintained with appropriate, esthetically pleasing fencing and/or vegetation ensuring no vehicular access is possible to the adjoining property line of the commercial lot on Station Road from the land;
 - Solid surface paving of all vehicle and parking surfaces, including of all vehicle and pedestrian access points to municipal roadways;
 - Lawful connection to the municipal wastewater system, and decommissioning of any private septic system, and;
 - Receipt of Development Permit Security Deposit in the amount of 125% of the estimated value of the development works as approved by the District, accompanied by signed Development Works Agreement.
5. As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee or his or her designate if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property owner of the day. Should the Permittee carry out the development as per the conditions of this permit, the security shall be returned to the Permittee or his or her designate following proof of Substantial Compliance.

There is filed accordingly:

a) An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of \$_____.

6. If the Permittee does not commence the development permitted by this Development Permit within six (6) months of the date of the authorization of this Development Permit, this Development Permit shall lapse.
7. If the Permittee does not complete the development works permitted by this Development Permit within two (2) years of the date of authorization of the Development Permit, this Development Permit shall lapse and the Development Security Deposit will be forfeited by the Permittee to the District of Barriere.
8. Any application to amend this Development Permit shall be considered as a new application.
9. This Development Permit is **NOT** a Building Permit.
10. This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Authorizing resolution passed by the Council this ____ day of _____, 2026.

Certified Correct:

Tasha Buchanan, Corporate Officer

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: July 20, 2026	File: 530.20/Rpts
To: Council	From: Deputy Corporate Officer
Re: Draft Employee and Council Expense Reimbursement	
Recommendation: THAT Council adopts Policy No. 61FI – Employee and Council Expense Reimbursement as presented; and THAT Council rescinds Policy No. 17 – Per Diem, Travel & Mileage Allowances.	

Purpose

For Council to consider Policy No. 61FI - Employee and Council Expense Reimbursement Policy that establishes consistent guidelines for the reimbursement of reasonable expenses incurred while conducting authorized District business.

Background

The District currently adheres to Policy No. 17 – Per Diem, Travel & Mileage Allowances, which was approved in 2012 and last amended in 2022.

Staff have prepared a comprehensive updated policy to improve clarity, codify current administrative practices, include and consolidate current reimbursements provided.

Upon adoption, Policy No. 61FI will replace Policy No. 17.

Summary

The presented draft policy modernizes and expands the District's approach to expense reimbursement by providing clear direction respecting approval authorities, eligible and ineligible expenses, travel requirements, reimbursement rates, and documentation requirements that are currently being practiced but not noted on Policy No. 17.

Key updates include:

- Renames the policy to better reflect its scope.
- Updates meal per diem rates to reflect 2026 cost of living and introduces an incidental per diem of \$15.00 allowance for travel exceeding two days.
- Expands eligible and ineligible expense categories to provide greater clarity and consistency.
- Updates travel, airline, and hotel provisions.
- Revises mileage reimbursement to align with the CRA's current per-kilometer rate.
- Introduces provisions for business-use vehicle insurance reimbursement by establishing eligibility requirements, documentation standards, and annual renewal requirements.

- Introduces a comprehensive section respecting cell phone and mobile device reimbursement provisions, including monthly reimbursement limits, device financing arrangements, and documentation requirements.
- Formalizes standardized timelines for submitting expense claims and additional documentation requirements.
- Updates administrative language, definitions, governance improvements, and structure to better reflect current approval processes.

Overall, the proposed policy provides a more comprehensive and consistent framework that follows today's current practices.

Benefits or Impact

General

Approval of this policy will provide consistent guidance for Employees and Council Members, improve transparency and accountability, and establish clear expectations regarding eligible expenses and reimbursement procedures.

Finances

The proposed policy updates reimbursement rates to meet current standards. Cell phone reimbursement provisions include hardware costs where authorized.

Strategic Impact

Goal 3. – Financial Confidence and Oversight are Rebuilt

a. All Financial Policies are reviewed, and possibly new Policies are established, to align with the needs of our growing organization, including:

i. Travel and Expense Policy

Risk Assessment

Compliance:

Replacing Policy No. 17 with updated requirements, strengthens internal processes, financial accountability, and consistency in the administration of public funds. The policy also supports the District's obligations under the Community Charter by promoting responsible financial management, transparency, and appropriate oversight of municipal expenditures.

Risk Impact:

Low – Reduces administrative and financial risk by clearly defining eligible expenses.

Internal Control Process:

Establishes consistent approval processes, documentation requirements, and reimbursement standards.

Next Steps / Communication

- Upon approval, the policy will be implemented, and Staff will utilize the policy for all future employee and council expense reimbursement claims. Policy No. 17 will be repealed.

Attachments

- Draft Policy No. 61FI – Employee and Council Expense Reimbursement
- Policy No. 17 – Per Diem, Travel & Mileage Allowances

Recommendation

THAT Council adopts Policy No. 61FI – Employee and Council Expense Reimbursement as presented; and

THAT Council rescinds Policy No. 17 – Per Diem, Travel & Mileage Allowances.

Alternative Options

1. Council could choose not to approve the policy. As such, Policy No. 17 would remain in place, which does not address various expenses.
2. Council could choose to amend the proposed draft policy.

Prepared by:

Jamie Mosdell, Deputy Corporate Officer

Reviewed by:

D. Drexler, Chief Administrative Officer



DISTRICT OF BARRIERE COUNCIL POLICY MANUAL

Approval Date:
Amended Date: NA

NO: 61FI
DEPARTMENT: FINANCE
SUBJECT: DRAFT EMPLOYEE AND COUNCIL EXPENSE REIMBURSEMENT

Purpose

To establish consistent guidelines for the reimbursement of reasonable expenses incurred by Employees and Council Members while conducting authorized District business.

Definitions

In this Policy:

Chief Administrative Officer or “CAO” means the Chief Administrative Officer for the District of Barriere or their designate.

Chief Financial Officer or “CFO” means the Chief Financial Officer for the District of Barriere or their designate.

Employees means an employee, volunteer, or contract employee of the District of Barriere, and includes Employees that support Advisory Bodies.

1. General Terms

- i. A “Metropolitan Centre” is defined as any Capital city of any Canadian province or U.S. state, or with a population greater than 180,000, as per the most recently available Statistics Canada data, unless otherwise stated in this Policy.
- ii. Out of Province and Out of Country travel expenses require the prior approval of the CAO or Council unless authorized by another District Policy or Bylaw.
- iii. Same day and overnight out-of-town travel expense for Employees requires the prior approval of the Department Head with CAO approval and is subject to provisions within the budget.
- iv. For all employees travel expense claims, reimbursement must be approved by the CFO.
- v. All claims for expenses must be signed by the employee or Council members who incurred the expense.

- vi. All approved expense reimbursement requests must be submitted to the Finance Department within five (5) business days upon return, on an expense claim form as approved by the CFO.
- vii. Any accidents or injuries incurred while travelling for District purposes via any method of transportation must be reported to the District office within two business days.
- viii. Where costs are not specified in this policy or in another policy for reimbursement, prior approval from the CAO must be sought before an expense is incurred.
- ix. The CFO or CAO may amend submitted reimbursement forms to ensure compliance with this Policy.

2. Per Diems

- i. An incidental per diem of \$15.00 per day may be claimed when attending a function outside the District of Barriere boundary of two (2) or more days in duration.
- ii. Per Diem for meals (in U.S. funds where applicable):

Zone	Breakfast	Lunch	Dinner
a – Kamloops, Okanagan, Vancouver Island, Lower Mainland (incl. Whistler) & other metropolitan centres outside of BC	\$ 25.00	\$35.00	\$ 45.00
b – All other areas	\$20.00	\$25.00	\$ 36.00

- iii. The per diem rate does not apply where a meal is provided at the function attended.
- iv. Submittal of receipts is not required for meal claims in the amount of or less than the per diem allowance(s).
- v. In extenuating circumstances, where actual costs exceed the per diem rate, approval for reimbursement must be obtained from the CFO or CAO, ideally prior to incurring the cost. If approved, reimbursement would be based on receipts provided.

3. Hotel Reservations

- i. Whenever possible, reservations and bookings will be made by the employee responsible to ensure that government/best rates possible are obtained.
- ii. Hotel *Third Party Authorization Forms* may be completed by an authorized District Credit Card holder to secure any hotel reservation and to incur room rental charges, tax, parking, and other eligible expenses for an employee or Council member who does not hold a District Credit Card in their name.

- iii. A Council member or employee may stay at private accommodations while travelling for District purposes and may claim an allowance of \$40 per night, without receipts, in addition to any applicable per diem rates for meals.
- iv. Where a guest accompanies a Council member or employee on a trip, only the hotel single room rate will apply within the claim for allowable expenses and no additional meal per diem will apply.

4. Travel by Airline

- i. Travel is to be undertaken in the most economical way.
- ii. Travel by Airline reimbursement is limited to the equivalent of economy airfare plus related ground transportation.
- iii. Where economy airfare is less than the kilometer allowance, the employee or Council member shall only be entitled to payment of the economy airfare rate in lieu of the kilometer allowance.

5. Other Eligible Travel Related Expenses for Reimbursement

- a) One checked bag over and above the included allowance in the economy airfare cost;
- b) Travel insurance with actual costs supported by receipts;
- c) Conference and convention registration fees;
- d) Banquet/reception meals may be covered once per year for UBCM, FCM, or SILGA;
- e) Taxi fare, ride share service, car rental, public transit, or car parking (excluding valet);
- f) Hotel accommodation (single rate);
- g) Mandatory resort fees;
- i. Other costs that are not listed under 5 or 6 may be approved by the CFO and CAO on a one-off basis.

6. Ineligible Travel Related Expenses for Reimbursement

- a) Vehicle infractions;
- b) Vehicle damage;
- c) Parking tickets, fines, towing charges;
- d) Alcoholic beverages;
- e) Mini bar charges, in-room movies, personal phone call charges, dry cleaning or personal services;
- f) Advanced internet costs (above the basic/free level);
- g) Add-on rates for pet friendly rooms, additional amenities, or other upgrade costs
- h) Costs for spouse/partner programs unless approved as allowable – Recreation and social activities not included in registration fee

7. Spousal/Partner Expenses

- i. Spousal expense may be paid by the District if it is beneficial for the interests of the District, such as at official functions of Governor General, Prime Minister, the Premier, Lt Governor General and entertainment of official foreign visitors and ministerial delegations.
- ii. Spousal expenses are not paid in relation to banquet/reception meals.
- iii. All other expenses of the spouse shall not be reimbursed by the District and are the costs of the Council member or employee.

8. Reimbursement While Using a Personal Vehicle

- i. Where an employee is required to use their personal vehicle locally for authorized District business, the employee may claim mileage reimbursement at the per-kilometer rate determined by the CRA.
- ii. Per Kilometer compensation for travel outside of the District of Barriere boundary shall follow the rate determined by the CRA.
- iii. All traffic and parking offence fines incurred are the responsibility of the employee or Council member travelling for District purposes.
- iv. Where an employee's personal vehicle is involved in an accident while travelling outside the District of Barriere boundaries on authorized District business and provided the employee is not at fault and has sufficient insurance coverage, the District shall reimburse the deductible amount the employee is required to pay.

9. Vehicle Insurance Reimbursement

- i. Vehicle insurance reimbursement is intended for employees who are required, as a condition of their position, to regularly use their personal vehicle for District business and who are required by their insurer to obtain business-use vehicle insurance coverage. Position eligibility shall be determined by the CAO.
- ii. Employees seeking reimbursement shall:
 - a. Discuss with the CAO if a personal vehicle is needed to fulfill work related duties;
 - b. Obtain confirmation from their insurer that business-use vehicle insurance coverage is required for their work-related duties;
 - c. Obtain documentation from their insurer identifying the additional premium associated with the business-use coverage;
 - d. Submit the documentation to the CFO for review prior to reimbursement.

- iii. Upon approval, the District may reimburse the employee for the additional cost associated with upgrading their personal vehicle insurance to business-use coverage.
- iv. Reimbursement shall be limited to the additional premium attributable to the business-use coverage and shall not include the employee's base personal vehicle insurance premium.
- v. Supporting documentation shall be submitted annually, upon renewal of the insurance policy, or upon request of the District.
- vi. Reimbursement shall not apply to members of Council.

10. Cell Phone and Mobile Device Reimbursement

- i. Employees who are required to use their personal cellular phone for District business may be eligible for reimbursement of up to 50% of their monthly cellular costs, to a maximum reimbursement of \$50 per month.
- ii. Management employees and designated employees who are required to use their personal cellular phone as a primary communication tool for District business may be eligible for reimbursement of up to 75% of their monthly cellular costs, to a maximum reimbursement of \$65 per month. The CAO is authorized to approve designated employees under this policy.
- iii. The CFO is authorized to make one time payment arrangements towards device costs not exceeding six hundred dollars (\$600.00) over a three (3) year period in favour of a reduced monthly rate.
 - a) If an employee leaves employment with the District of Barriere before the three (3) year period is complete, the District shall recoup the prorated portion of the device cost payment from the employee's final pay.
- iv. Employees seeking reimbursement under this section shall provide supporting documentation satisfactory to the CFO, including proof of monthly service plan costs, device financing agreements, or device purchase receipts, as applicable.
- v. Cell phone and mobile device reimbursements are not automatic employee benefits and are subject to approval by the CAO.



DISTRICT OF BARRIERE COUNCIL POLICY MANUAL

Approval Date: February 6, 2012

Amendment Date: August 1, 2022

NO: 17

DEPARTMENT: ADMINISTRATION AND FINANCE

SUBJECT: PER DIEM, TRAVEL & MILEAGE ALLOWANCES

This Policy upon adoption, replaces Council Per Diem, Travel & Mileage Allowances Policy dated December 4, 2007.

1. General Terms

- i. Same day and overnight out-of-town travel for staff requires the prior approval of the Department Head and is subject to provisions within the budget.
- ii. Out of Province and Out of Country travel requires the prior approval of the Chief Administrative Officer or Council unless authorized by another District Policy or Bylaw.
- iii. For all staff travel expense claims not listed in this Policy, reimbursement must be approved by the Department Head, Finance Officer or Chief Administrative Officer. Department Head's and Finance Officer's expense reimbursements must be approved by the Chief Administrative Officer.
- iv. All claims for expenses and advances must be signed by the employee or Council members who incurred the expense.
- v. Any accidents or injuries incurred while travelling for District purposes via any method of transportation must be reported to the District office within two business days.
- vi. A "Metropolitan Centre" is defined as any Capital city of any Canadian province or U.S. state, or with a population greater than 180,000, as per the most recently available Statistics Canada data, unless otherwise stated in this Policy.
- vii. Alcoholic beverage expenses will not be considered for reimbursement.
- viii. Parking fees may be submitted for reimbursement.

2. Per Diems

- i. Per Diem for meals (in U.S. funds where applicable):

Zone	Breakfast	Lunch	Dinner
a – Vancouver Island, Lower Mainland (incl. Whistler) & other metropolitan centres outside	\$ 20.00	\$ 30.00	\$ 41.00

of BC

b – All other areas	\$ 15.00	\$ 25.00	\$ 36.00
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- ii. The per diem rate does not apply where a meal is provided at the function attended.
- iii. Submittal of receipts is not required for meal claims in the amount of or less than the per diem allowance(s).
- iv. Where actual costs exceed the per diem rate, approval for reimbursement must be obtained from the Finance Officer or Chief Administrative Officer (CAO) based on receipts provided for expenditures.

3. Travel Reimbursement While Using a Personal Vehicle

- i. Mileage is set at .68 cents per km. for travel reimbursement while using a private vehicle.
- ii. All traffic and parking offence fines incurred are the responsibility of the employee or Councillor travelling for District purposes.

4. Travel by Airline

- i. Travel by Airline reimbursement is limited to the equivalent of economy airfare plus related ground transportation.
- ii. Checked baggage over and above the included allowance in the airfare cost, travel insurance, cancellation, change or schedule or other airline fees, must have prior approval from the Finance Officer or CAO, or be submitted as a written request for reimbursement which will be considered for possible reimbursement at the discretion of the Finance Officer or CAO.

5. Hotel Reservations

- i. Whenever possible, hotel reservations will be made by the staff person responsible to ensure that government/best rates possible are obtained.
- ii. Hotel *Third Party Authorization Forms* may be completed by an authorized District Credit Card holder to secure any hotel reservation and to incur room rental charges, tax, parking and internet access for an employee or Council member who does not hold a District Credit Card in his or her name.
- iii. Hotel charges for personal phone calls, movie rentals, and bar service will not be considered for reimbursement.
- iv. A Council member or employee may stay at private accommodations while travelling for District purposes and may claim an allowance of \$40 per night, without receipts, in addition to the per diem rates for meals.

- v. Where a guest accompanies a Council member or employee on a trip, only the hotel single rate will apply within the claim for allowable expenses and no additional meal per diem will apply.

6. Policy Repeal

- i. Council & Staff Per Diem, Travel & Mileage Allowances Policy dated December 4, 2007 is hereby repealed.

Amendment – September 27, 2017

The following clause is added as Section 1(ix):

- 1. ix. All approved expense reimbursement requests must be submitted to the Finance Department within the same fiscal year as the expense occurrence or within 30 days if the expense occurred in the month of December.

Amendment Approved by _____

Colleen Hannigan, CAO

CURRENT

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: July 20, 2026	File:
To: Council	From: Public Works Manager Chief Administrative Officer
Re: Snow Clearing Policy	
Recommendation: THAT Council adopts Policy No. 63PW – Snow Clearing Policy, as presented. THAT Council rescinds Policy No .10 – Sidewalk, Walkway, and Stairway Snow Clearing.	

Purpose

For Council to consider adopting a new Policy No. 63PW – Snow Clearing Policy – to provide guidelines to staff in the execution of the winter roads maintenance program.

Background

As part of the Strategic Plan in 2024 (and any subsequent updates thereof) Council established under Priority #2 to provide Fiscally Responsible Operations to the community. The Goals for this priority were defined as:

1. Develop a District Facilities Roadmap
2. Develop a Strategy to mitigate cost increases and downloading pressures
3. Financial Confidence and Oversight are Rebuilt

Progress has been made throughout these three categories over the past two years.

Under Goal 2 “Develop a Strategy to mitigate cost increases and downloading pressures” Council in 2025 directed staff to research the feasibility of a full time Roads Department; and subsequently, the 2026-2028 Strategic Plan included a direction to include a budget for a full-time roads department in the annual Financial Plan Bylaw for 2026.

Council adopted the Financial Plan in the Spring of 2026 and staff have since then begun to source the necessary winter roads equipment and sand storage, and have also hired a Public Works Coordinator. A second posting for the Public Works department is planned for August 2026 and to be filled by the end of September at the latest.

To ensure service levels for winter road maintenance are aligned with Council’s expectations, a policy is required to codify those expectations. Under the previous winter snow clearing program, in-house staff was only responsible for Sidewalks, Walkways, and Stairway Snow Clearing (see current Policy No. 10) while an external contractor undertook the roads snow clearing program. Under the new model, in-house staff will be responsible for all snow clearing and the current policy must be rescinded to ensure there are no conflicts.

Policy Highlights

Given the above, the attached draft Policy No. 63PW provides guidance for snow clearing activities on roads, sidewalks, walkways, trails, and District facilities, while establishing trigger points and priority levels for winter maintenance operations. Key highlights include:

- **Purpose and scope** — The policy identifies snow clearing priorities and trigger points used by staff for regular snow clearing activities on roads, trails, walkways, and District facilities.
- **Operational approach** — The Public Works Manager or designate will monitor weather forecasts, may establish Special Winter Shifts when conditions warrant, and will maintain written or electronic records of forecasts, equipment, operators, GPS records where available, and public complaints and responses.
- **Trigger points** — Snow clearing is triggered at 4 cm of accumulated snowfall Monday to Saturday and 10 cm on Sundays and statutory holidays, as measured on the snow gauge at the Fire Hall grounds.
- **Road priorities** — After a trigger point is reached, staff will begin Priority 1 items within twenty-four hours. Priority 1 roads are plowed and maintained to a Bare Surface condition (5cm to 10cm of loose snow/slush), Priority 2 roads are addressed once Priority 1 roads can be maintained, and Priority 3 roads follow once Priority 2 roads can be maintained to a Compacted Snow Surface condition.
- **Sidewalks, walkways, and trails** — Snow clearing for sidewalks, walkways, and trails will occur after a snow event and alongside roadway clearing where staffing allows; if resources are limited, roadway snow clearing is prioritized.
- **Ice control and sanding** — Ice control and sanding for roadways have priority over sidewalks and walkways. Sanding will generally focus on hills, significant curves, school zones, areas before stop signs, through intersections on Barriere Town Road, and Priority 1 sidewalks or walkways requiring additional traction.
- **Priority categories** — Priority 1 roads are generally main arterial and school bus routes, Priority 2 roads are generally collector roads including residential and industrial subdivisions, and Priority 3 roads include undeveloped or rarely used roads, cul-de-sacs, lanes, alleys, access to other District infrastructure, and snow piles. Attached Schedules provide clarity for Priority 1, 2, and 3 items.
- **Resource limitations and closures** — Extraordinary snowfalls of more than 15 cm may be cleared differently at the discretion of the Public Works Manager or designate. Where available resources are not adequate, unsafe or impassable roads, sidewalks, or walkways may be temporarily closed until resources are available.
- **Public reporting** — Members of the public and staff are encouraged to report icy conditions on Priority 1 roads and Priority 1 sidewalks or walkways. Reports will be reviewed during Regular Operational Hours and sanding will be undertaken where warranted.

Summary

In summary, Council is asked to consider rescinding a current snow clearing policy that focuses mainly on pedestrian traffic and to consider a new snow clearing policy that addresses all core aspects of snow clearing for the District for the coming winter season.

Benefits or Impact

General

The intent of this policy is to set a service level expectation for the winter snow clearing activities.

Finances

N/A – changes in service levels may see additional or reduced costs

Strategic Impact

Priority #1: Fiscally Responsible Operations

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

Results:

- f. Subject to 2026 budget approval, ensure that the all-year roads department is fully operational by October 2026 for winter operations.

Risk Assessment

Compliance: Traffic and Road Safety Bylaw No. 226, Financial Plan Bylaw No. 274

Risk Impact: Low-Medium – As with all new bylaws or policies that impact the public in some aspect, and from past experiences and interactions between the contractors and the public, there is a general understanding that undertaking snow clearing in-house will result eventually in some unintended disagreements with the public. This may result in additional phone calls, emails, or social media posts that may need to be managed on a case-by-case basis. Proactive messaging will be used before the winter season to advise the public of the change in snow clearing provider.

Internal Control Process: Staff have reviewed reports and data from past contractors and other municipalities to guide the development of this policy.

Next Steps / Communication

- Education of public works department on the policy and the priorities outlined within.
- Communication to the public closer to the first snowfall and throughout the winter season.

Attachments

1. Draft Snow Clearing Policy No. 63PW
2. Current Sidewalk, Walkway, and Stairway Snow Clearing Policy No. 10

Recommendation

THAT Council adopts Policy No. 63PW – Snow Clearing Policy, as presented.

THAT Council rescinds Policy No .10 – Sidewalk, Walkway, and Stairway Snow Clearing.

Alternative Options

1. Council could choose not to adopt a new policy. This is not recommended as it would not define any service level expectations or priority route guidelines for staff.
2. Council could amend the draft policy.

Prepared by:

Public Works Manager, C. Matthews
Chief Administrative Officer, D. Drexler



DISTRICT OF BARRIERE COUNCIL POLICY MANUAL

Approval Date: N/A

Amended Date: N/A

NO: 63PW
SECTION: Public Works
SUBJECT: Snow Clearing

Purpose

To identify the snow clearing priorities and trigger points used by staff to provide for snow clearing operations within the District of Barriere (the “District”). The system of snow clearing established by this policy is a reasonable allocation of budgetary resources and the availability of District personnel and equipment considering its other social and budgetary priorities.

Scope

This policy encompasses all regular snow clearing activities on roads, trails, and walkways. Other snow clearing may occur at the discretion of the Public Works Manager or designate.

Definitions

In this Policy:

1. **Bare Surface:** loose snow or slush remaining on the roadway pavement, after snow clearing has concluded, reaches between five (5) and ten (10) cm;
2. **Compacted Snow Surface:** snow that has accumulated on the roadway surface and is packed by traffic or leveled by snow plows;
3. **Ice Control:** involves the control of the build-up of packed snow or ice on roadways through the use of equipment, abrasive materials, or chemicals;
4. **Regular Operational Hours:** means Monday through Friday inclusive, 7:00 am to 3:30 pm. Does not include weekends or statutory holidays;
5. **Sanding:** involves the application of treated or dry sand to roadways to improve traction;
6. **Snow Plowing:** means to move or push the accumulation of snow from the driving lanes of a road towards the edge of the road and left in a windrow or stockpile. Snow plowing is done using equipment, including, but not limited to, plow trucks, pickup trucks, graders, loaders, and skid-steer loaders. Snow will not be cleared to bare pavement;

7. **Special Winter Shifts:** means scheduled staff between the hours of 4:00 am and 11:00 pm, up to seven (7) days a week for the purpose of utilizing existing staffing resources to conduct snow clearing operations. The utilization of Special Winter Shifts is subject to budgetary limitations and the weather forecast. Staff may be moved into and out of a Special Winter Shift more than once during the winter season, in response to budget constraints and forecast weather conditions;

Policy Statements

General

1. The Public Works Manager or their designate will monitor the weather forecast during Regular Operational Hours. Any change to the forecast that occurs outside of Regular Operational Hours and has the potential to impact the commencement of snow clearing, will be re-evaluated on a continuous basis.
2. Special Winter Shifts may be established by the Public Works Manager to conduct snow clearing operations if the weather forecast indicates the need to do so.
3. Staff scheduled to work Special Winter Shifts have been directed by the Public Works Manager or their designate to conduct snow clearing operations through the process of being scheduled into a Special Winter Shift. Every effort will be made to provide a minimum of forty-eight (48) hours notice to staff working such shifts.
4. The Public Works Manager or their designate prepare and maintain written or electronic documentation noting:
 - a. daily weather forecast;
 - b. records that identify the time, equipment and the operator for snow clearing operations;
 - c. GPS records of equipment used where available; and,
 - d. complaints made by the public and the response to each complaint;
5. Snow clearing activities of District roadways, sidewalks/walkways, and access to District facilities shall be carried out on a priority schedule to best serve the public and accommodate emergency equipment within budget guidelines.

Roads – Snow Clearing

6. After reaching a Trigger Point, the Public Works Manager or their designate will direct the commencement of snow clearing operations and staff will begin to clear Priority 1 items within twenty-four hours.
7. Staff will initially plow Priority 1 Roads and maintain Priority 1 Roads to a Bare Surface condition until the end of a snow event.
8. Priority 2 Roads will be plowed to a Compact Snow Surface condition once Priority 1 Roads can be maintained to a Bare Surface condition.
9. Priority 3 Roads will not be addressed until Priority 2 Roads can be maintained to a Compact Snow Surface condition.
10. Snow Plowing shall be done in a manner to achieve two driving lanes width:
 - a. Bare Surface conditions on Priority 1 Roads;
 - b. Compacted Snow Surface on Priority 2 and 3 Roads.

Note: Roadside parked vehicles can constrain the road surface resulting in areas where only one driving lane can be achieved.

11. Snow clearing will continue only during Regular Operational Hours until Priority 1 and 2 Roads are completed.
12. In areas where a rear lane or alley way is noted as being important to the collection of solid waste and recycling or emergency access, the lane or alley way may be plowed with increased priority.
13. The length of time to clear the snow will depend on the frequency and depth of snowfall.

Sidewalks/Walkways – Snow Clearing

14. Snow clearing on sidewalks/walkways will occur after a snow event and will be conducted along with snow clearing on roadways, subject to the availability of staffing.
15. The District will prioritize snow clearing on the roadways over snow clearing on sidewalks/walkways if suitable staffing resources are not available to address both priorities.
16. Sidewalks/Walkways will be cleared according to the priorities set in Schedules A, B, and C during Regular Operational Hours.

Ice Control / Sanding Activities

17. Ice Control and Sanding for roadways will have priority over Ice Control and Sanding for sidewalks/walkways.
18. The orders of priorities for each category are established in Schedules A, B, and C for Ice Control and Sanding.
19. Ice Control and Sanding may occur in conjunction with other snow clearing activities or may be done independently.
20. To promote traction, Ice Control and Sanding will be initiated by the Public Works Manager or their designate, during Regular Operational Hours, when the temperature and ambient conditions are conducive to the formation of ice on roadways and sidewalks/walkways.
 - a. Sanding on roadways will generally only take place on the following:
 - i. hills;
 - ii. significant curves;
 - iii. school zones;
 - iv. 10 metres before stop signs.
 - v. Through 3-way and 4-way intersections on Barriere Town Road
 - b. Sanding on sidewalks/walkways will generally only take place on Priority 1 sidewalks/walkways and in areas that are identified as needing additional traction.
21. If, in the opinion of the Public Works Manager, Sanding will not resolve the issue, the Public Works Manager may undertake other Ice Control measures.

Other

22. Extra-ordinary snowfalls of more than 15cm may be cleared differently according to the Public Works Manager or designate.
23. Members of the public and staff are encouraged to report any observed icy conditions for Priority 1 Roads and Priority 1 Sidewalks/Walkways located in the District to the Public Works Manager or their designate. Reports of observed icy conditions will be reviewed during Regular Operational Hours. The Public Works Manager or their designate will investigate the reported icy conditions. If the surface is found to be slippery, Sanding will be undertaken to promote traction in accordance with this policy.
24. In the event that available resources are not adequate to meet the Snow Plowing demand, unsafe or impassable roads or sidewalks/walkways may be temporarily closed by the Public Works Manager or their designate until the District has the resources available to plow the roads or sidewalks/walkways. Any temporary closures will be posted on the District's website during Regular Operational Hours.

25. If weather forecasts are deemed favourable by the Public Works Manager or their designate, any snow clearing operations including sanding may be postponed.

Trigger Points:

Triggers will be checked by the Public Works Manager or their designate at least once per day during the Regular Work Week and at least once per day via a web cam after snowfall on Sunday's and statutory holidays.

- Monday to Saturday: 4cm of accumulated snowfall as measured on the snow gauge at the Fire Hall grounds.
- Sunday, and statutory holidays: 10cm of accumulated snowfall as measured on the snow gauge at the Fire Hall grounds.

Priority Items

Priority Items are defined in Schedules A, B, and C and are attached to and form part of this Policy.

Note – The priority of the roads is generally defined as follows:

- Priority 1 Roads are main arterial and school bus routes.
- Priority 2 Roads are generally collectors including residential and industrial subdivisions.
- Priority 3 Roads are currently undeveloped or rarely used.

Related Bylaws and Policies

- Traffic and Road Safety Bylaw No. 226

All Bylaws and Policies listed may be amended, replaced, or repealed from time to time.

Resolutions and Amendments

MMM DD, YYYY – Council Policy No. 63PW is established and the Sidewalk, Walkway, and Stairway Snow Clearing Policy No. 10 is rescinded.

Schedule A – Priority #1

Roads

Road/Street Name	Start	End
Agate Bay Road	Yellowhead Hwy	District Boundary (south of Eco Depot entrance)
Airfield Road	Station Road	Barkley Road
Barriere Lakes Road	District Boundary	Dunn Lake Road
Barriere Town Road (Industrial Park)	Yellowhead Hwy	Jackpine Drive
Barriere Town Road (incl. 1.5m shoulder) E-W	Yellowhead Hwy (Teniye)	Dunn Lake Road
Barriere Town Road (incl. 1.5m shoulder) S-N	Yellowhead Hwy (Petro)	Dunn Lake Road
Deejay Road	Yellowhead Hwy	Barriere Town Road
Dixon Creek Road	Barriere Town Road	District Boundary
Dunn Lake Road	Barriere Town Road	District Boundary
Mountain Road	Yellowhead Hwy	Power / Dunsmuir
Russell Street	Yellowhead Hwy	End
Station Road	Barriere Town Road	Borthwick Ave

Walkways & Trails

Road/Street Name	Start	End
Barriere Town Road (Downtown)	Seniors Way	Shaver Road
Community Park (Trail)	Yellowhead Hwy	Community Park
KP/Fadear Park (connecting trails)	Community Park	Barriere Town Road

District Facilities

Facility	Location
Barriere Business Center	Access to main entrance
Fire Hall	Fire Truck Bays to Barriere Town Road
Waste Water Treatment Plant	Kamloops Street
Wells	Bradford Road and Spruce Crescent
Other District owned or operated public buildings	Access to main entrances and any critical walkways

Schedule B – Priority #2

Roads

- General Residential Roads
- Downtown Core and on-street parking between Armour Road and Shaver Road along Barriere Town Road

Walkways & Trails

- All other Walkways and Trails

District Facilities

- District owned or operated parking lots

Schedule C – Priority #3

- Cul-de-sacs, lanes, and alleys. Depending on equipment availability, some lanes and alleys may be done simultaneously with Priority #1 or #2 streets.
- Access to other District infrastructure, including hydrants, and recycling stations.
- Snow piles.



DISTRICT OF BARRIERE

COUNCIL POLICY MANUAL

Page 1 of 1
Approval Date: Jan. 4, 2010

NO: 10

DEPARTMENT:

Public Works / Parks

SUBJECT:

SIDEWALK, WALKWAY, AND STAIRWAY SNOW CLEARING

Policy Statement:

This is a Public Works and Parks Department Policy to address snow clearing for sidewalks, walkways, and stairways.

On an annual basis, the sidewalk, walkway, and stairway priority classification shall be assessed by staff, and revisions made where warranted.

Purpose:

To address the snow accumulation hazard for pedestrian traffic on sidewalks, walkways and stairways.

Procedure:

Emphasis on snow clearing operations shall generally be in order of the assigned classifications priority as noted below. When necessary, the order of priority for the service may be altered.

Priority 1: Sidewalks/Walkways/Stairways surrounding District property or running through District owned property.

Priority 2: Selected District Sidewalks/Walkways.

Staff will create a list of walkways which are to be closed for the season and those to remain open in their unmaintained natural state.

The District will, through independent contractors, attempt to clean all sidewalks/walkways within 24-72 hours after a storm where there is a snowfall of 5cm or more. Sidewalks/walkways will be cleared using sidewalk plowing and will not be plowed to bare concrete. The occurrence of a second storm will reset the service objective of clearing sidewalks/walkways within 24-72 hours.

All inquiries will be handled by staff during normal work hours and via a call-in number for after hours contact for weekends and holidays.

Complaints of an emergency nature are to be transmitted to appropriate field personnel for action.

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: July 20, 2026	File:
To: Council	From: Chief Financial Officer Chief Administrative Officer
Re: Reserve Contribution Policy	
Recommendation: THAT Council adopts Policy No. 64FI – Reserve Contribution Policy, as presented.	

Purpose

For Council to consider adopting a new Policy No. 64FI – Reserve Contribution Policy – to codify current know contributions to reserves and assist staff with preparing the initial draft of the annual budget.

Background

As part of the Strategic Plan in 2024 (and any subsequent updates thereof) Council established as Priority #1 to Implement an Organizational Asset Management Program. The Goals for this priority were defined as:

1. Assess our current Practices and Assets
2. Develop Asset Management Policies
3. Communicating the Asset Management Program to the Public

Progress has been made throughout these three categories over the past two years.

Under the “Develop Asset Management Policies” category only two Plans/Policies are remaining, which are:

- Develop an Asset Management Investment Plan (AMIP)
- Develop Asset Management Financial Investment Policy (AMFIP)

The District applied in the fall of 2025 to the Strategic Priorities Fund (SPF) for grant funding to complete the AMIP which then would assist in developing the AMFIP. To date, no grant funding has been announced and as such, no additional progress has been made within the Asset Management Priority since then as these two items will support any form of long-range planning and communication.

To bridge the gap until the AMIP and AMFIP are complete (either through grant funding or self-funding by Council), Staff is proposing a temporary measure to at a bare minimum codify current practices while also establishing some basic reserve contribution guidelines based on known upcoming or anticipated expenses.

Over the past two years, the District has made considerable progress with key projects which have created a thorough understanding on what some of the anticipated costs are and will be. For example, As part of the Roads Department reorganization, Council acknowledged that roughly \$20,000 should be allocated to reserves annually which will allow replacement of the winter roads equipment over time.

Another example is the Leonie Dam. Annually, roughly \$20,000 - \$30,000 should be placed in a reserve to support a Dam Safety Review every 10 years and any potential repairs.

At the same time, a Paving Assessment in 2022 highlighted that annually roughly \$292,000 would be needed to adequately maintain or replace the 32km of roads the District is responsible for.

We are today also in a much better position in understanding these and other expenses such as the \$1,000,000 or more required to purchase a new fire engine in 3 years. This knowledge can now guide Council with developing an interim policy that will assist staff when developing the initial draft of the annual budget.

Given the above, the attached draft policy intends to provide this guidance for the 2027 (and potentially future years) budget while we await the SPF funding announcement which will allow us to undertake a more holistic review of our asset management and capital needs.

Policy Highlights

Policy No. 64FI establishes annual reserve contribution guidelines to support long-term asset management, stable taxation and user fee impacts, and the timely renewal, replacement, and improvement of municipal infrastructure. Key highlights include:

- **Purpose and scope** — The policy applies to staff preparing the annual budget and provides guidance for planning annual contributions to reserves as part of the financial planning process.
- **Annual reserve planning** — Staff are directed to review reserve balances, projected contributions, planned withdrawals, and future capital needs each year and recommend contribution levels that are reasonable, sustainable, and aligned with long-term asset management goals.
- **Contribution considerations** — Reserve contributions are to be informed by asset management planning, multi-year capital plans, master plans, lifecycle replacement needs, risk assessments, grant opportunities, debt servicing requirements, current year asset management and capital investment needs, and Council priorities.
- **Use of reserves** — Reserves are not intended to replace prudent operating budget management and should not be reduced solely to offset recurring operating expenditures without considering long-term asset renewal and financial sustainability impacts.
- **Surplus management** — Annual operating surplus should be accumulated until a minimum accumulated operating surplus of \$500,000 is maintained, representing approximately 2.5 to 3 months of operating costs. Surplus beyond that level may be transferred to reserves by Council through the annual financial plan bylaw.

- **Restricted surplus and grants** — Grant funding received for specific operational projects is to be treated separately from annual or accumulated operating surplus and should be categorized as restricted surplus where possible, unless legislation or a funding agreement requires otherwise.
- **Reserve categories** — Appendix A identifies four main reserve accounts funded by contributions: General Reserve, Fire Reserve, Water Reserve, and Wastewater Reserve.
- **Minimum contribution targets** — Appendix A provides minimum annual contribution amounts for each reserve category. The current minimum annual contribution total is \$505,000. Please note that the roughly \$500,000 minimum contribution target is not entirely new funds. The District receives annual Community Works Fund contributions for roughly \$142,000 for example. The District also has been working towards funding annual capital expenses from the annual budget. As such, the \$500,000 should be seen as a guideline for a minimum amount that is invested annually into our asset management and annual capital program.
- **Annual review** — Contribution levels should be reviewed annually and adjusted based on updated asset condition information, capital cost estimates, inflation, grant funding, regulatory requirements, and Council priorities.

Summary

Significant additional information is available now to Council and staff which helped guide this initial Reserve Contribution Policy. As the AMIP is developed a future AMFIP should be utilized, and this Reserve Contribution Policy should be rescinded at that time.

Contributions amounts listed in the policy will be used as a starting point for the annual budget deliberations; however, Council can amend the amount each year as part of the budget process.

Benefits or Impact

General

The intent of this policy is to codify current known costs and practices while providing guidance to staff in developing annual reserve contributions as part of the budget process.

Finances

N/A – no direct costs; however, this policy will ensure that current knowledge is documented which in return will provide for a clearer picture for future Council and future staff.

Strategic Impact

Priority #1: Implement an Organizational Asset Management Program

Goal 2. – Develop Asset Management Policies

Actions:

- Develop an Asset Management Investment Plan (AMIP)
- Develop Asset Management Financial Investment Policy (AMFIP)

Risk Assessment

Compliance: Investment Policy – Policy No. 53FI, Asset Management Policy – Policy No. 55FI, Tangible Capital Assets Policy – Policy No. 57FI, Reserve Fund Establishment Bylaw No. 259, Annual Financial Plan Bylaws, Annual Tax Rates Bylaws, Fees and Charges Bylaw No. 73

Risk Impact: Low

Internal Control Process: Staff have reviewed reports and data to summarize Council decisions and known costs into this policy. A future AMIP and AMFIP will further help adjust these amounts.

Next Steps / Communication

- Include reserve contribution amounts in the 2027 budget process for Council consideration.
-

Attachments

1. Draft Reserve Contribution Policy No. 64FI

Recommendation

THAT Council adopts Policy No. 64FI – Reserve Contribution Policy, as presented.

Alternative Options

1. Council could choose not to adopt a policy and annually deliberate contributions during the budget process.
2. Council could amend the draft policy.

Prepared by:

Chief Financial Officer, K. Abel

Chief Administrative Officer, D. Drexler



DISTRICT OF BARRIERE COUNCIL POLICY MANUAL

Approval Date: N/A

Amended Date: N/A

NO: 64FI
SECTION: Finance
SUBJECT: Reserve Contribution Policy

Purpose

This policy establishes general guidelines for Staff regarding annual contributions to Reserve planning as part of the budget process for the District of Barriere (the “District”). The intent is to recognize known long range capital costs for asset management and other capital expenses; and proactively providing such funds for future needs.

Scope

This policy applies to staff working on the preparation of the annual budget.

Definitions

1. **Accumulated Operating Surplus** means the excess of revenues over operating expenditures from all prior years.
2. **Annual Operating Surplus** means the accumulated excess of revenues over expenditures for the current year.
3. **Reserve** means a specific Reserve fund established by Council through the Reserve Fund Establishment Bylaw No. 259, as amended or replaced from time to time. A Reserve is generally used to plan for future asset management and other capital expenses.
4. **Restricted Surplus** means a portion of the operating revenue that has a designated funding source such as a grant and must be held separately year over year for a designated purpose.
5. **Staff** means the Chief Administrative Officer or designate.

Policy Statements

General

1. Staff shall plan annual contributions to Reserve through the financial planning and annual budget process to support long-term financial sustainability, stable taxation and user fee impacts, and the timely renewal, replacement, and improvement of municipal infrastructure.
2. Staff shall review Reserve balances, projected contributions, planned withdrawals, and future capital requirements each year and recommend contribution levels that are reasonable, sustainable, and aligned with the District's long-term asset management goals.
3. Reserves shall not be used as a substitute for prudent operating budget management and shall not be reduced solely to offset recurring operating expenditures without consideration of long-term asset renewal and financial sustainability impacts.
4. Annual budgets may include asset management and capital costs that relate directly to the reserve contributions detailed in Appendix A and as such the contributions may be reduced by that amount being invested into District assets.

Reserve Funds and Reserve Contributions

5. Reserve contributions shall be informed by asset management planning, multi year capital plans, master plans, lifecycle replacement needs, risk assessments, grant opportunities, debt servicing requirements, and Council priorities.
6. Reserve contributions shall be considered before new ongoing service level increases are recommended, except where Council determines that an immediate operational need, regulatory requirement, or public safety matter takes priority.
7. Where a Reserve fund balance is below its target level, Staff shall identify options to increase annual contributions over time while considering affordability, service impacts, grant funding, and other financial pressures.
8. Where a Reserve fund balance exceeds its target level and there are no identified near-term requirements, Staff may recommend reducing, deferring, or redirecting contributions to another priority Reserve, subject to Council approval.
9. Interest earned on Reserve fund balances shall be allocated to the related Reserve fund unless otherwise required by legislation.
10. Transfers to and from Reserve funds shall be authorized through the District's annual financial plan bylaw, budget amendments, Council resolution, or other bylaw as applicable.

Annual Operating Surplus and Accumulated Operating Surplus

11. Annual Operating Surplus generated from the previous budget year should be accumulated until a minimum of \$500,000 Accumulated Operating Surplus is recognized. This amount equates to roughly 2.5 to 3 months of operating costs for the District. Any surplus accumulated beyond this amount may be transferred by Council to a Reserve fund as part of the annual financial plan bylaw to provide for long-term asset management and capital funding.
12. The Accumulated Operating Surplus should only be used to fund unforeseen costs that occur during the budget year. The Accumulated Operating Surplus shall only be utilized in extenuating circumstances by Council to reduce taxation or user fee impacts as part of the budget process. This option should not be used on an ongoing basis as this would limit potential contributions to long-term asset management and capital Reserves.

Grant Funding and Restricted Surplus

13. Grant funding received for specific operational projects shall not be placed into a Reserve fund unless required by legislation or by a contribution agreement with the funder and shall not be counted towards the Annual or Accumulated Operating Surplus. Such funding should be categorized as Restricted Surplus where possible and cannot be used for other expenses other than expenses as allowed under the grant funding agreement.

Appendixes

14. Appendix A – “Reserve Contribution Details” forms part of this policy and provides additional guidance for annual, initial reserve contribution planning for the financial plan bylaw.

Related Bylaws and Policies

- Investment Policy – Policy No. 53FI
- Asset Management Policy – Policy No. 55FI
- Tangible Capital Assets Policy – Policy No. 57FI
- Reserve Fund Establishment Bylaw No. 259
- Annual Financial Plan Bylaws
- Annual Tax Rates Bylaws
- Fees and Charges Bylaw No. 73

All Bylaws and Policies listed may be amended, replaced, or repealed from time to time.

Resolutions and Amendments

MMM DD, YYYY – Council Policy No. 64FI is established.

Council Policy No. 64FI – Reserve Contribution Policy

Appendix A – Reserve Contribution Details

The following guidance is intended to support annual budget deliberations and long-term financial planning. Contribution levels should be reviewed annually and adjusted based on updated asset condition information, capital cost estimates, inflation, grant funding, regulatory requirements, and Council priorities.

Below is a summary of the four main reserve accounts that are funded by contributions:

Reserve Fund	Primary Purpose
General Reserve	Supports general municipal capital renewal, major equipment replacement, facilities, roads, drainage, parks, technology, land, and other infrastructure or one-time strategic priorities.
Fire Reserve	Supports fire protection capital needs, including apparatus replacement, equipment, communications, protective gear, facilities, training infrastructure, and emergency response readiness.
Water Reserve	Supports renewal, replacement, expansion, and regulatory compliance for the District's water system, including wells, treatment, storage, distribution, pumps, and related infrastructure.
Wastewater Reserve	Supports renewal, replacement, expansion, and regulatory compliance for the District's wastewater collection, treatment, disposal, lift stations, and related infrastructure.

At a minimum, Staff should prepare the first draft of the annual budget with the following contributions. Minimum Annual Amounts should be included.

General Reserve

Purpose	Minimum Annual Amount
Fleet – Solid Waste	\$20,000
Fleet – Roads/Parks	\$20,000
Annual Paving Program	\$100,000
CN Rail Crossings	\$2,000
Facilities – Parks	\$5,000
Equipment – Roads/Parks	\$2,000
Equipment – IT/IS	\$10,000
Other Strategic Priorities	\$15,000
Total	\$174,000.00

Fire Reserve

Purpose	Minimum Annual Amount
Fleet – Fire	\$50,000
Facility – Fire	\$50,000
Equipment – Fire	\$25,000
Total	\$125,000.00

Water Reserve

Purpose	Minimum Annual Amount
Fleet – Water	\$5,000
Equipment – Generators	\$500
Leonie Dam	\$20,000
Mains – Replacement	\$100,000
Mains – Extension	\$0
Wells / Reservoirs	\$25,000
Total	\$150,500.00

Wastewater Reserve

Purpose	Minimum Annual Amount
Fleet – Wastewater	\$5,000
Equipment – Generators	\$500
Mains – Replacement	\$0
Mains – Extension	\$50,000
Total	\$55,500.00

Total All Categories	\$505,000.00
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Resources utilized for determining values

- Solid Waste vehicle costs (\$200,000 every 10 years minimum)
- Roads Department (\$20,000 annual for winter equipment) -> full fleet should be closer to \$60,000 (would include Tool Cat, backhoe, pickup trucks, etc.)
- Paving Report 2022 (\$292,000 annual paving required to keep up with District needs)
- Utilities - Fleet split into 2 (Water/Wastewater) – fleet will need replacements over time
- Leonie Dam Report (estimated maintenance costs \$150,000 every 10 years for testing and additional amounts for repairs as needed)

From: [Rlee Mitchell](#)
To: [Tasha Buchanan](#)
Subject: Please confirm receipt of this email for speed control
Date: July 1, 2026 10:59:49 PM
Attachments: [letter to barriere district.pages](#)

Tasha,

This letter is in regard to our conversation recently regarding the speeding on Haigh Road. I asked you if we could get the 30 km speed limit installed on Haigh as the town has installed the reduced speed limit in the teachers sub division. You advised this was a pilot project for the town as there are a lot of children and people out walking in that area. You suggested I could submit a letter with intention for our road. I drove around Barriere and noticed that not only does the teachers sub division have the reduced speed limit but also the Green Tree subdivision also has new signs indicating a 30 km speed limit. We have a resident who uses Haigh Rd as a speedway for his vehicle. You advised to contact the police every time the resident goes out with which I replied this individual goes out every 7 to 10 mins at high rates of speed so we would be calling the police constantly.

The police already are well known to this resident so we believe it is a waste of time for the police to be constantly called regarding these incidents. This can be resolved by the town installing 30 km signs on Haigh Rd. The resident sped down Haigh Rd June 30 with 3 seniors standing out by the road. The seniors yelled at the resident to slow down, the resident stopped, backed up the vehicle and told the seniors that the speed limit was 50 km and left. The resident then proceeded to speed in and out of Haigh Rd nonstop the rest of the day. This resident leaves his home at least 30 times a day if not more coming and going at high rates of speed. We have numerous children, adults and pets who use Haigh Rd daily for riding their bikes, scooters, seniors using their motorized carts/scooters and those walking their pets. Residents from the teachers subdivision utilize Haigh Rd as a short cut to access the downtown area. As residents of Haigh Rd we shouldn't have to worry about our children or pets being outside. We are requesting that the speed limit on Haigh Rd be reduced to 30 km.

We look forward to hearing from you regarding this situation.

Thank You,

Residents of Haigh Rd

Arlene Mitchell,
Josh Proulx,
Margaratha Kramer,
Sharon and Mike Bayduza
Ann and Keith Willis,
Doris and George Tweeten

Backgrounder: Enhancements to Local Government Responsible Conduct

Disclaimer: The information in this backgrounder is based on proposed legislative amendments in [Bill 17 – Municipal Affairs Statutes \(Codes of Conduct\) Amendments Act](#) which has not yet been enacted by the legislature. The information below is provided for information only and is intended to support local governments to consider steps to take to prepare for when the legislation and associated regulations secure Royal Assent.

Part 1 – Introduction

This backgrounder is intended to provide local governments an overview of expected enhancements to the responsible conduct framework. The backgrounder also illustrates considerations that local government staff can use to plan to operationalize processes in anticipation of an enhanced framework.

An enhanced framework is intended to:

- strengthen good governance through a standard of conduct for all local elected officials;
- support local governments that experience misconduct;
- set standard administratively fair processes for conduct complaints, investigations and enforcement;
- involve a neutral party to resolve and, if necessary, investigate a code complaint;
- increase accountability by providing for sanctions that may be recommended and imposed by a council or board when misconduct occurs; and,
- provide greater transparency and accountability through public reporting to build public trust and confidence.

The proposed code of conduct framework will apply to:

- Municipal Councillors
- Regional District Directors
- Vancouver Board of Parks and Recreation Commissioners
- Islands Trust Trustees
- Cultus Lake Park Board Commissioners

[Bill 17 – Housing and Municipal Affairs Statutes \(Codes of Conduct\) Amendment Act](#) was introduced in the Legislative Assembly on April 2, 2026. While legislation has advanced, the Bill has not completed all of the required legislative stages prior to the conclusion of the Spring 2026 legislative session. It is anticipated that the Bill will proceed through the remaining stages of the legislative process in the Fall 2026 legislative session.

The intent is to have the Bill and associated regulations in place for newly elected councils and regional district boards following the October 17, 2026 general local elections.

A future regulation intends to establish a province-wide code of conduct ('code') to set an expected standard of behaviour for all municipal councillors and regional district directors in B.C.

Background: Enhancements to Local Government Responsible Conduct

Overview of Municipal Affairs Statutes (Codes of Conduct) Amendment Act

The legislation sets out the following, the:

- requirement for municipal councillors and regional district directors to comply with a code of conduct to be established by regulation;
- code complaint process that includes:
 - who can file a complaint;
 - what must be included in a complaint; and,
 - the requirement for a Designated Officer to refer a complaint to an independent investigator.
- power of the Minister to refer a code complaint to an independent investigator if the Designated Officer does not refer the complaint;
- powers of the investigator upon receiving a complaint that includes:
 - dismissal of the complaint;
 - recommendation to undertake mutual resolution; or,
 - an investigation to determine whether a breach of the code has occurred.
- sanctions that may be recommended by the investigator;
- confidentiality requirements related to the investigation;
- requirement that after concluding an investigation, the investigator must determine whether the code has been breached, and prepare an investigation report, with recommended sanctions, if applicable;
- process for councils and boards to impose those sanctions at a closed meeting that is attended by the investigator; and,
- requirements for public reporting (e.g., summary report and annual code of conduct report).

Under the legislation the following people may file a code complaint:

- Municipal councillors or regional district directors
- Local government staff in prescribed circumstances
- Municipal councillors or regional district directors on behalf of Individuals appointed to standing or select committees of a council or board

A person who files a complaint is the complainant.

Additional legislative amendments to support governance and clarify roles includes the removal of the:

- term “head and Chief Executive Officer” from the role of the Mayor and Board Chair; and,
- ability of the Mayor or Board Chair to suspend a local government officer without council or board approval.

Associated regulations will include the code of conduct, enforcement timelines, and criteria for a person to be a code investigator.

Role of Local Government Staff

Steps that local government staff can take to prepare for the enhanced code of conduct framework include:

- Planning orientation and training for councils and boards that includes a focus on expected behaviour of local government elected officials. *A PowerPoint about the new code of conduct framework will be made available when the legislation and regulation are brought into force.*
- Preparing staff reports for the new council or board to consider that:
 - describes local government bylaws and policies that may require updating once the code of conduct framework is in force; and,
 - options for councils and boards to fund (e.g., investigator costs) and select an investigator (e.g., ad hoc or shared service model) to assess and investigate code of conduct complaints.

Designated Officers will be responsible for receiving and referring a code complaint to an independent investigator. The role of the Designated Officer is administrative and impartial and includes:

Designated Officers are defined in proposed legislation as the Chief Administrative Officer or Corporate Officer.

- receiving the complaint form;
- reviewing the complaint form to confirm it is complete;
- requesting the complainant to complete the complaint form if it is missing information, if applicable;
- procuring an investigator; and,
- referring the complaint to the investigator.

Designated Officers will not be decision-makers when it comes to code of conduct-related complaints and do not advocate for complainants or respondents in relation to a code complaint.

If a complaint is not appropriately referred to an investigator by the Designated Officer, the minister may refer the complaint to an investigator. It is expected that the minister's authority would only be used in exceptional circumstances and where considerable time has passed since the complaint was submitted to the Designated Officer (e.g., over one month).

Part 2 – Preparations for Enhancements to the Responsible Conduct Framework

Below are **recommended** steps that local governments can consider to prepare for when the *Municipal Affairs Statutes (Codes of Conduct) Amendment Act* and associated regulations

Backgrounder: Enhancements to Local Government Responsible Conduct

are brought into force. It is up to individual councils and boards to determine whether to complete preparations before or after the code of conduct framework comes into force. Any reference to an existing local government code bylaw or policy will be considered a reference to the provincial code once the legislation is brought into force.

Orientation and Training

Local governments will need to consider how to introduce the standards of conduct and a new code complaint process as part of the orientation process for councils and boards once the legislation and associated regulations are in force. A PowerPoint presentation to support local government staff to train councils and boards on the new code of conduct framework will be made available. Subsequent guides will include information for local government elected officials and local government staff.

Orientation and training for councils and boards that includes strategies for working together is key to supporting long-term collaborative working relationships and foster good governance. Some municipal councillors and regional district directors may not have previous experience working in a formal governance environment and may need additional training about the expectations of their new role in elected office.

Local government staff play a key role in educating and advising municipal councillors and regional district directors about the following:

- roles and responsibilities in governing the community (e.g. role of council or board versus staff);
- procedural and legislative rules for local government (e.g., confidentiality, procedure bylaw, open meeting rules);
- collaborative decision-making; and,
- local government operations (e.g., financial planning, taxation and bylaws).

Training can support municipal councillors and regional district directors to develop a shared understanding of the standards of behaviour and the code complaint process once the new framework is in force. Information about informal resolution techniques (e.g., conflict resolution) may support municipal councillors and regional district directors to resolve conduct-related matters when they arise and act as a preventative measure to formal code complaints being lodged. Refresher sessions following by-elections or significant local government staffing changes and/or new staff hires is also recommended.

Local governments are encouraged to have municipal councillors and regional district directors engage in regular, meaningful dialogue about how they will govern, and the standards of behaviour expected while carrying out their official duties. Discussions about the standards of behaviour can be held at sessions following the general local elections, by-elections and regularly throughout the four-year term of office as needed.

Background: Enhancements to Local Government Responsible Conduct

Ongoing leadership development and periodic training (e.g., through the [Local Government Leadership Academy](#)) on governance topics for municipal councillors and regional district directors supports good governance practices. A shared understanding of roles, responsibilities, and appropriate conduct can strengthen a council or board's decision-making culture and reduce the likelihood that conduct concerns would escalate into formal complaints.

Local governments may want to explore regional learning opportunities between local governments to engage qualified facilitators or consultants to educate newly elected councils and boards. A collaborative approach may help municipal councillors and regional district directors to operate with the same understanding and information, reduce duplication of effort (and potentially costs), and support a consistent approach to training across the region.

Additional training topics that may support municipal councillors and regional district directors to understand expected behaviours and potentially alleviate unnecessary code complaints through training and education include:

- providing Indigenous cultural safety and cultural training;
- training about conflict-of-interest;
- understanding leadership and learning styles;
- developing conflict resolution skills;
- reviewing local government policies that support appropriate conduct (e.g., communication, workplace safety, social media, bullying and harassment policies); and,
- WorkSafe BC requirements.

Code of Conduct Investigators

Financial Planning to Fund Investigations

Local governments will need to consider how best to incorporate the funding required to contract an investigator to assess and investigate code complaints into their annual financial planning process. The cost of funding code of conduct investigations will vary between local governments. The amount of funding required will depend on the number of code complaints each year.

There are three options local government may choose to consider during the annual budgeting process:

- 1) Anticipate the approximate fund amount that may be needed for investigations and incorporate that amount into the financial plan bylaw under "general administration". The funds do not need to be a line item in the bylaw; however, the

Background: Enhancements to Local Government Responsible Conduct

amount can be included in as part of the totals for “general government” and “property taxation”.

- 2) Use section 188 of the *Community Charter* [applies to Regional Districts s.377(1)(f) of the *Local Government Act*] to adopt a bylaw that creates a reserve fund for the purpose of funding investigations. Reserve funds contributed in this manner may only be used for that purpose and may be carried over from year-to-year.
- 3) Establish a regional district service that a municipality and electoral area can participate in to fund investigations and include the operating cost in the regional district’s financial plan.

Selecting the Investigator

The legislation will require the Designated Officer to refer code complaints to an investigator after receipt of a written complaint. The Designated Officer’s role is to ensure the complaint is complete before referring it to an investigator.

The regulation will describe the experience investigators must have to be an investigator under the new framework. Councils and boards may want to select one or more persons who meet that criteria **in advance** of a potential code complaint. Selection of an investigator or the creation of a roster of investigators is recommended within six months following the 2026 general local elections. Councils and boards may want to revisit an established roster of investigators in the nine months prior to general local elections.

Investigators used to assess and investigate code complaints must meet the prescribed criteria set by regulation.

Information on prescribed criteria will be available in a subsequent guide when the regulation is enacted.

Selecting or creating a roster of investigators before a code complaint is received can support the Designated Officer to efficiently refer complaint forms if or when needed. Creating a roster of potential investigators (e.g., two to three investigators) prior to a code complaint may also reduce any political dynamics around complaint handling and selection optics. Local government staff will need to review local procurement policies and establish a selection process to support contracting an investigator.

Councils and boards may want to explore the following options to contract the services of an investigator.

1) Local Government Pre-Appointment or Prequalified List

- Pre-appoint an investigator or procure a qualified list of investigators in advance of a code complaint through a Request for Information or a Request for Qualifications process. Local governments may need to review their procurement policies to allow for contracting investigation services.

Backgrounder: Enhancements to Local Government Responsible Conduct

2) Regional Model

- Investigator Service - create a shared investigator service for some or all regional district participants.
- Region-wide pre-qualified List - establish a shared pre-qualified list of investigators for use by regional district members. The regional district would outline how members use the list, such as the conditions of use and method(s) to select someone from the list. This type of list may be used under a shared investigator service or as a general benefit to the regional district and its members.

3) Ad Hoc Contracting

- The Designated Officer runs a local procurement process based on local government procurement policies when a complaint is received. The local government may wish to determine the approximate dollar value of an investigation when considering the procurement method to contract an investigator on an ad-hoc basis. The local government's legal council, if any, may be a helpful resource to create an estimate on the complexity and investigative needs for the complaint.

Code Complaint and Mutual Resolution Forms

Sample code complaint and mutual resolution forms will be provided in a subsequent guide to promote consistency, and completeness.

If a local government prefers to develop its own code complaint form – the form will need to meet the minimum requirements set by legislation when it is brought into force.

The complaint forms described in the legislation will be submitted to the Designated Officer and must include the following information:

- the name of the complainant;
- the name of the respondent;
- the section of the code the respondent is alleged to have contravened;
- a description of the alleged contravention, and when it occurred;
- a description of efforts to informally resolve the complaint (if applicable);
- a statement from the complainant as to whether they would be willing to participate in a mutual resolution process; and,
- if applicable, any supporting document or other information related to the complaint.

Local Bylaw and Policy Review

Local governments may want to review existing bylaws and/or policies that contain references to an existing local code of conduct. A staff report can outline recommended steps and timing to amend relevant bylaws or policies to align with the legislation and associated regulation once it is in force.

Local Government Code of Conduct Bylaws or Policies

Once the legislation comes into force, the provincially prescribed code of conduct will supersede any existing local government code of conduct. In cases where local government bylaws or policies are inconsistent or in conflict with the code, the provincial code of conduct prevails, therefore local governments are recommended to repeal code of conduct bylaws or policies (if any) once the code of conduct framework is in force.

An existing local government code of conduct bylaw or policy may be left in place until after the new code is in force to ensure that any code of conduct complaints made prior to the code of conduct framework coming into force has a process to follow. A pre-existing code complaint (e.g., made under a local code of conduct bylaw or policy) may be resolved under the local government's pre-existing code of conduct.

Key local government policies and bylaws that may need to be reviewed would include:

Council or Board Remuneration Bylaw or Policy

Most local governments have bylaws or policies that include provisions for municipal councillors and regional district directors remuneration, expense reimbursement, and benefits.

In some cases, local governments may need to amend a remuneration bylaw and/or policy if it is tied to the local government's current code of conduct bylaw or policy (e.g., sets a remuneration reduction scheme for a breach of the code). The legislation provides that a remuneration reduction sanction will be prescribed by regulation.

Other considerations may include:

- whether a councillor or regional district director is acting for a Mayor/Board Chair who is absent due to a suspension sanction (e.g., longer than 30 days) would receive increased remuneration; or,
- how an alternate director acting for an electoral area director due to a suspension sanction may be compensated (e.g., monthly stipend or per meeting fee).

Background: Enhancements to Local Government Responsible Conduct

Indemnification Bylaw or Policy

Many local governments in B.C. provide for the indemnification of officers, employees and elected officials against a claim for damages resulting from the performance of their duties.

In most instances the local government would pay the legal costs awarded against any elected official, officer, employee stemming from such a claim.

Costs related to a code of conduct investigation that would fall under a local government's indemnification policy are considered as a separate cost from the costs of the investigator.

Municipal councillors and regional district directors involved in a code of conduct complaint may seek independent legal counsel during an investigation. As local governments set their own indemnification bylaws or policies, councils and boards will continue to have the flexibility to decide how and when a municipal councillor or regional district director is reimbursed for legal fees incurred in relation to a code of conduct complaint or investigation.

The legislation will require investigators to include a recommendation respecting indemnification of the parties to a code complaint.

Indemnification

The indemnification rules for local government officials are set out in [section 740](#) the *Local Government Act*.

Indemnification means the legal fees required or incurred to defend an action or prosecution brought against a person in connection with the person's performance of their duties or in relation to the conduct of municipal or regional district business. If indemnification applies then the local government pays the costs (e.g., legal advice).

Considerations

Councils and boards may need to consider the following questions when considering their indemnification bylaw or policy in the context of code complaints:

- How does the council or board want to indemnify a member when a code complaint is made? Specify details in the bylaw or on a case-by-case basis?
- Is there a limit to the amount of legal fees (i.e. specified amount) incurred by a member in relation to a code complaint that may be reimbursed?
- Does the bylaw or policy clearly set out the circumstances when indemnification is available respecting code complaints and investigations (e.g., council or board decision; or only on recommendation of the investigator)?
- Does the council or board want to provide indemnification for code complaints by resolution on a case-by-case basis? What are the pros/cons of this option?
- How does a council or board want to deal with complaints that are found to be frivolous or vexatious (e.g., would the complainant be eligible for indemnification if the complaint is dismissed as frivolous or vexatious)?
- Does the council or board want to specify that if the member is found to not be in breach of the code that they will be indemnified (e.g., person was acting in good faith and within scope of their duties)?

Backgrounder: Enhancements to Local Government Responsible Conduct

Council or board discussions about proposed indemnification bylaw or policy amendments present opportunities to settle on the best approach for local circumstances.

If the local government has a solicitor, the council or board can articulate the approach or process for a complainant to seek legal advice in advance of a code complaint. This may be part of a preventative measure as municipal councillors and regional district directors develop understanding of the various aspects of the code and expected behaviours.

Procedure Bylaw

Procedure bylaws often cover general rules of conduct for municipal councillors and regional district directors at meetings – including compliance with the local government's code of conduct bylaw or policy and/or other behavioural standards expected during council or board meetings. Local governments may need to amend their procedure bylaw to update references to local codes of conduct to align with the legislation and associated regulations.

Local governments may choose to include a process for a municipal councillor or regional district directors who has contravened the conduct and debate section of the procedure bylaw to apologize and continue to be a participant in the meeting. Having such a provision in a procedure bylaw may prevent circumstances escalating to a formal code of conduct complaint when a person may have taken an action in haste and then express regret for that action.

Closed Meetings Policy

Some local governments have closed meeting and confidentiality policies that refer to an existing local code of conduct. These internal policies may include processes whereby local government staff share agendas and other information in advance of a closed meeting. Legislation will require councils or boards to consider investigation reports that recommend sanctions in a closed meeting.

Local governments may need to adjust processes to protect confidential code of conduct information that is to be shared with the council or the board prior to a closed meeting. For example, the distribution list for closed meeting materials could be further restricted so that the confidential information is only distributed to those individuals that need to receive it. Record keeping practices may need to be reviewed to ensure these records are managed accordingly.

Social Media Policy

Many local governments have social media policies that identify who and how local government information is posted to its social media accounts (and in some cases moderate responses to content on the account). Social media policies can be reviewed during orientation for councils and boards to discuss the code of conduct and its application to social media.

Background: Enhancements to Local Government Responsible Conduct

Municipal councillors and regional district directors must bear in mind that the line between personal and professional use of social media can blur. Social media interactions, even those considered private, are best treated as public interactions.

Social media training may include the following:

- policies for local government social media accounts;
- expected behaviours related to communication and social media;
- tips for managing social media accounts (both official and personal);
- how to clarify communication that is a personal opinion of the municipal councillor or regional district director;
- discussion about being mindful of personal posts or conversations on social media that may appear to be conducting local government business;
- the most appropriate avenues for engaging with the public on local government matters; and,
- discussion about privacy on the Internet and that posted information can sometimes be misconstrued.

Officers Bylaw

Local governments must, by bylaw, establish officer positions to fulfill the corporate duties and functions for corporate administration (Corporate Officer) and financial administration (Financial Officer) and may also establish other officer positions and assign specific duties to those positions. Other corporate and/or financial officer positions may include a Chief Administrative Officer (CAO), a Deputy Corporate Officer and Deputy CAO.

Under the legislation a Designated Officer is the person that receives code complaints and refers them to an investigator. As such, local governments will need to consider outlining in their “officer’s bylaw” which local government staff may be the Acting CAO or Corporate Officer and can receive code of conduct complaints if the Corporate Officer or CAO are absent and/or unable to fulfill their role as Designated Officers.

Other Local Government Policies and Tools

Other procedural policies and tools that refer to a local code of conduct that local governments may need to review include:

- respectful workplace;
- bullying and harassment policies; and,
- information and records handling (e.g. confidentiality, release of closed meeting information) and communication.

Code of Conduct Reporting

The legislation includes reporting requirements intended to support transparency and public accountability.

Background: Enhancements to Local Government Responsible Conduct

Summary Reports

The legislation will require investigators to prepare a public summary report if a code of conduct complaint has led to an investigation. Local governments will need to make **all** summary reports provided by the investigator publicly available (e.g., on the local government website or at the local government office).

Annual Code of Conduct Report

The legislation will require local governments to annually prepare a code of conduct report before June 30 each year and make that report publicly available (e.g., on the local government website or at the local government office).

Staff can provide the annual report to the council or board for information and to support the council or board contemplate future financial planning for code of conduct investigations. The report information is intended to be aggregated data and is not complaint specific (e.g., complainants and respondent names).

The required annual code of conduct report must include the following information for the previous year:

- number of complaints filed;
- number of complaints withdrawn or dismissed;
- number of complaints dismissed where the complainant was required to pay costs;
- number of complaints resolved through mutual resolution;
- number of investigations conducted;
- number of each sanction imposed by council or board; and,
- costs associated with the use of an investigator.

Local governments may choose to include other information related to the responsible conduct in the annual report (e.g., indemnification related to code complaints or governance related training).

Local governments may want to consider which Designated Officer or other staff person will be responsible for publishing summary reports. Local governments may also want to determine who in the organization will be responsible for maintaining statistics and preparing the annual code of conduct report (e.g., Chief Administrative Officer or Corporate Officer).

7 JULY, 2026
SOUTHERN INTERIOR LOCAL GOVERNMENT ASSOCIATION
PO BOX 563 SALMON ARM STN MAIN, BC V1E 4N7
250-851-6653 INFO@SILGA.CA

HONOURABLE DAVID EBY
PREMIER OF BRITISH COLUMBIA
PO BOX 9041 STN PROV GOVT
VICTORIA, BC, V8W 9E1



Dear Premier Eby, Minister Osborne, and Minister Krieger,

Re: Voluntary & Involuntary Complex Care

On behalf of the Southern Interior Local Government Association (SILGA), representing 37 municipalities and regional districts across British Columbia's Southern Interior, I am writing to urge the Province to expand its Complex Care initiative and increase treatment capacity to address the growing mental health, addiction, homelessness, and public safety challenges facing communities throughout our region.

While SILGA supports the Province's investment in Complex Care, local governments continue to experience the impacts of untreated mental illness and severe substance use disorders. Communities require additional treatment options for individuals who are unable or unwilling to access care voluntarily and whose conditions place themselves and others at risk.

We respectfully ask the Province to:

- Expand Complex Care facilities and treatment spaces throughout British Columbia.
- Increase both voluntary and involuntary care and treatment capacity.
- Develop secure, health-led facilities focused on stabilization, treatment, recovery, and reintegration.
- Review underutilized provincial assets, including appropriate spaces within provincial correctional institutions, for potential conversion to therapeutic treatment centres.
- Work with local governments, Indigenous communities, healthcare providers, and public safety agencies to create a coordinated continuum of care.

SILGA recognizes that correctional facilities are not a substitute for healthcare. However, some provincial facilities may offer secure infrastructure that can be adapted to address the critical shortage of treatment and recovery spaces while ensuring care remains health-led and recovery-focused.

Our communities are seeking compassionate and practical solutions that support vulnerable individuals while improving community safety and reducing pressures on emergency services, healthcare systems, and local governments.

We urge the Province to act with urgency and would welcome the opportunity to meet with you to discuss these recommendations further.

Respectfully,

Bill Sarai, President
Southern Interior Local Government Association (SILGA)

July 3, 2026

Daniel Drexler
Chief Administrative Officer
District of Barriere
PO Box 219
Barriere, BC V0E 1E0

Dear Daniel Drexler:

RE: STRATEGIC PRIORITIES FUND APPLICATION

Thank you for submitting your Strategic Priorities Fund (SPF) application for funding under the Build Communities Strong Fund. We have now completed approvals and unfortunately your application for the Barriere Fire Hall (Wastewater Treatment Plant Retrofit) (25-0621-SPF) was not approved for funding at this time.

As with previous intakes for pooled funding delivered through the Build Communities Strong Fund, the 2025 SPF intake was oversubscribed. In total, 242 applications were made, with a funding request of over \$815 million. Of these, 55 projects were approved for approximately \$152.6 million. The projects selected reflect the technical ranking provided to the Management Committee for all projects.

We wish to thank you for taking the time to develop and forward your application. The Management Committee anticipates that funding under the SPF is now fully committed.

Should you have any questions regarding the 2025 SPF intake, please contact Brant Felker, Manager, Build Communities Strong Fund by e-mail at bcsf@ubcm.ca or by phone at 250-356-0893.

Sincerely,



Gary MacIsaac, Chair
Build Communities Strong Fund Management Committee



THE CORPORATION OF THE DISTRICT OF OAK BAY
MUNICIPAL HALL – 2167 OAK BAY AVENUE – VICTORIA, BC V8R 1G2
PHONE 250-598-3311 FAX 250-598-9108 WEBSITE www.oakbay.ca

OFFICE OF THE MAYOR

Via email: ECS.Minister@gov.bc.ca

June 30, 2026

Honourable Adrian Dix, MLA
Ministry of Energy and Climate Solutions
PO Box 9060 Stn Prov Govt
Victoria, BC V8W 9E2

Dear Minister Dix:

Re: Local Government Climate Action Program (LGCAP) Funding

At the Oak Bay Council Meeting held June 8, 2026, Council resolved:

That Council direct the Mayor to send a letter to the Province and local MLAs outlining the need for continued Local Government Climate Action Program funding and share this letter with the Capital Regional District Board of Directors and other BC municipal elected officials.

For more than a decade, the Province has supported local climate initiatives through grant funding to communities across British Columbia. The Local Government Climate Action Program (LGCAP), the current form of this support, provides local governments and Modern Treaty Nations with funding, guidance, and direct support to implement effective climate actions across B.C.

This funding supports timely local climate action that reduces greenhouse gas (GHG) emissions, prepares communities for the impacts of a changing climate and creates new opportunities for people in the clean economy.

Eligible expenditures can include, but are not limited to:

- Investments to improve energy efficiency and investing in climate infrastructure
- Matching funds to leverage funding from the federal government or other parties
- Staffing and contracts
- Risk assessments, communications and engagement

These funds have been a critical and reliable funding source of support that the District and most other local governments have relied on to implement climate solutions, support staff expertise, deliver programs, and leverage additional grant funding from other organizations.

In February 2026, the Provincial Government released the 2026/27–2028/29 Service Plan for the Ministry of Energy and Climate Solutions. The plan does not include funding for the continuation of the Local Government Climate Action Program (LGCAP); however, to date, no final decision or direction has been communicated publicly by the Province.

Oak Bay Council would like to advocate for the continued funding of LGCAP and its inclusion in the 2026/27- 2028/29 Service Plan as the loss of Provincial LGCAP funding would be detrimental to the District's ability (and the ability of all local governments) to continue developing and implementing our climate action program.

Thank you for your time and consideration and we look forward to your response.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Murdoch', with a stylized, cursive script.

Kevin Murdoch, Mayor
District of Oak Bay

- c. *Hon. Diana Gibson, MLA Oak Bay-Gordon Head*
Hon. Grace Lore, MLA Victoria-Beacon Hill
Hon. Lana Popham, MLA Saanich South
Hon. Nina Krieger, MLA Victoria-Swan Lake
Hon. Ravi Parmar, MLA Langford-Highlands
Darlene Rotchford, MLA Esquimalt-Colwood
Rob Botterell, MLA Saanich North and the Islands
Capital Regional Board of Directors
BC Municipalities – Elected Officials



BARRIERE & DISTRICT FOOD BANK OPEN HOUSE

Friday, August 14
10:00am - 2:00pm
4748 Gilbert Drive

*Please drop-in & join us to
celebrate our local food bank.*



SEE YOU THERE!

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Trans Mountain Statement Regarding the Proposed West Coast Oil Pipeline Project

Jul 2, 2026

CALGARY, Alberta, July 2, 2026 --The Government of Alberta today announced that it has filed a submission with the Major Projects Office (MPO) requesting that a proposed new oil pipeline connecting Bruderheim, Alberta to the west coast of B.C. be listed as a Project of National Interest.

It was also announced today that the Project will continue to be advanced through a revised proponent structure. Subject to definitive agreements to be further negotiated, Alberta's government, through the Alberta Petroleum Marketing Commission (APMC), will enter into a joint venture with Trans Mountain Corporation, who will lead the Project development and execution, and Pembina Pipeline Corporation (Pembina), an experienced industry operator, who will contribute complementary development and execution expertise. Canada and Alberta have committed to future Indigenous Equity participation in the Project.

Under the proposed Partnership, the Government of Canada through Trans Mountain and the Government of Alberta through APMC would hold majority interest in the Partnership with Pembina participating as a strategic investor with an ownership interest. Trans Mountain would be responsible for project development, construction and operations.

In order to consider the Project's potential listing as a Project of National Interest, the MPO will conduct initial outreach and engagement with Indigenous groups.

ABOUT
US



SUSTAINABILITY



OPERATIONS



NEWSROOM



and stakeholder perspectives.

Trans Mountain remains focused on the safe and reliable operation of its existing pipeline system and the successful execution of its optimization projects. This includes the Mainline Optimization Project which is expected to increase system capacity by approximately 300,000 barrels per day (bpd) from 890,000 bpd to 1,190,000 bpd.

During the second quarter of 2026 and into the third quarter of 2026, the existing system has operated at full capacity, reflecting continued strong demand for Canadian crude oil and export capacity.

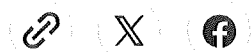
Contact information:

Media Relations

Toll-free 1 855 908 9734

media@transmountain.com

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