

Planning & Development Services Committee Amended Agenda

April 2, 2020

3:30 pm

Voting Rules: Unless otherwise indicated on this agenda, all Directors have one vote and a simple majority is required for a motion to pass.

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2. Addition of Late Items	
3. Adoption of the Agenda	
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10. Late Agenda Items

11. Adjournment



MINUTES OF THE PLANNING & DEVELOPMENT SERVICES COMMITTEE MEETING

March 5, 2020
Regional District Office, Cranbrook, BC

PRESENT:	Committee Chair C. Reinhardt	Village of Radium Hot Springs
	Director M. Sosnowski	Electoral Area A
	Director S. Doehle	Electoral Area B
	Board Chair R. Gay	Electoral Area C
	Director J. Walter	Electoral Area E
	Director S. Clovechok	Electoral Area F
	Director G. Wilkie	Electoral Area G
	Director L. Pratt	City of Cranbrook
	Director W. Graham	City of Cranbrook
	Director D. McCormick	City of Kimberley
	Director A. Qualizza	City of Fernie
	Director D. Wilks	District of Sparwood
	Director D. McKerracher	District of Elkford
	Director A. Miller	District of Invermere
	Director K. Sterzer	Village of Canal Flats
STAFF:	S. Tomlin	Chief Administrative Officer
	S. Moskal	Corporate Officer
	R. Chippett	Planning Assistant (Recording Secretary)

Call to Order

Committee Chair Clara Reinhardt called the meeting to order at 1:17 pm.

Adoption of the Agenda

MOVED by Director Wilkie
SECONDED by Director Pratt

THAT the agenda for the Planning & Development Services Committee meeting be adopted.

CARRIED

Adoption of the Minutes

February 14, 2020 Meeting

MOVED by Director Sterzer
SECONDED by Director Clovechok

THAT the Minutes of the RDEK Planning & Development Services Committee meeting held on February 14, 2020 be adopted as circulated.

CARRIED

Invited Presentations & Delegations

Bylaw No. 2973 & Bylaw No. 2974

Reto Barrington, agent for of K.V Properties Inc., gave a presentation and requested to amend the Lake Koocanusa Official Community Plan and SweetWater Zoning and Floodplain Management Bylaw to permit subdivision and establish additional residential lots around the marina. Mr. Barrington explained the down-zoning to single family residential zoning from commercial will align the zoning with the intended use, and there is ample commercial areas left to be developed in the future.

Bylaw No. 2975

Richard Haworth, agent for 1129759 Alberta Ltd., gave a presentation and spoke to amending the Upper Columbia Valley Zoning Bylaw to permit subdivision of 47 acres of the Grizzly Ridge Development on Westside Road. Mr. Haworth explained the amendment will allow for 15 developable lots, all serviceable by well and septic systems, and protect the adjacent grasslands by registering a covenant. In addition, there is a proposed development contribution agreement to go towards Area F park development or lake access improvements.

DVP No. 47-19

Richard Haworth, agent for Thomas and Brenda Fenwick, gave a presentation and requested a development variance permit to waive the provision of water and sewer for a proposed 2-lot subdivision located on Thistle Road, in the Tie Lake area. Mr. Haworth explained the existing property has two small cabins which will be subdivided onto two lots, which will reduce the minimum usable site area for both properties, as well as the options for servicing them in accordance with the bylaw.

DVP No. 1-20

Justin Keeler, on behalf of Kootenay Canine Adventures, made a presentation and requested a development variance permit to reduce the setbacks for enclosed runs and buildings used for kennel purposes. Mr. Keeler explained the business has grown steadily from providing dog walking services to kenneling, and this will allow for the required space needed as the business continues to progress.

977230 Alberta Ltd. Crown Land Licence of Occupation

Dennis Hockett, spoke on behalf of 977230 Alberta Ltd., and requested support of a licence of occupation over an existing roadway in the Sweetwater area. Mr. Hockett explained the licence for the road over Crown land is required in order to have reasonable public road access to a privately-owned parcel and for future development.

New Business**Bylaw No. 2973 & Bylaw No. 2974 (Sweetwater / KV Properties Inc.)**

49077

MOVED by Director Doehle

SECONDED by Director Sosnowski

THAT Bylaw No. 2973 cited as "Regional District of East Kootenay – Lake Koocanusa Official Community Plan Bylaw No. 2432, 2013 – Amendment Bylaw No. 4, 2019 (Sweetwater / KV Properties Inc.) be introduced;

and further, that the Board is satisfied that the Official Community Plan consultation identified in the staff report is appropriate.

OPPOSED: Director McKerracher

CARRIED

49078

MOVED by Director Doehle

SECONDED by Director Sosnowski

THAT Bylaw No. 2974 cited as "Regional District of East Kootenay – SweetWater Zoning and Floodplain Management Bylaw No. 2127, 2009 – Amendment Bylaw No. 7, 2019 (Sweetwater / KV Properties Inc.) be introduced;

and further, that the applicant be advised that future subdivision applications should include confirmation from a qualified professional that the community wastewater treatment system is fully operational.

OPPOSED: Director McKerracher

CARRIED

Bylaw No. 2975 (Westside / 1129759 Alb Ltd)

49079

MOVED by Director Sterzer

SECONDED by Director Clovechok

THAT Bylaw No. 2975 cited as "Regional District of East Kootenay – Upper Columbia Valley Zoning Bylaw No. 900, 1992 – Amendment Bylaw No. 359, 2020 (Westside / 1129759 Alb Ltd)" be introduced;

and further, that a development agreement containing the items identified in the February 26, 2020 Request for Decision be registered on title prior to bylaw adoption.

CARRIED

DVP No. 47-19 (Tie Lake / Fenwick)

49081

MOVED by Director Sterzer

SECONDED by Director Doehle

THAT Development Variance Permit No. 47-19 (Tie Lake / Fenwick) be granted subject to registration of a restrictive covenant on proposed Lot 2 prohibiting renovations, additions or other construction until proof of servicing is provided in accordance with the Subdivision Servicing Bylaw.

CARRIED

DVP No. 1-20 (Wycliffe / Keeler & Kreutzer)

MOVED by Director Gay

SECONDED by Director Walter

THAT Development Variance Permit No. 1-20 (Wycliffe / Keeler & Kreutzer) be refused.

DEFEATED

49082

MOVED by Director Gay

SECONDED by Director McKerracher

THAT Development Variance Permit No. 1-20 (Wycliffe / Keeler & Kreutzer) be granted.

CARRIED

977230 Alberta Ltd. Crown Land Licence of Occupation

49086

MOVED by Director Doehle

SECONDED by Director Clovechok

THAT the Ministry of Forests, Lands, Natural Resource Operations and Rural Development be advised the RDEK supports the 977230 Alberta Ltd. Crown Land Licence of Occupation for a roadway in the Sweetwater area.

OPPOSED: Director McKerracher

CARRIED

Bylaw No. 2654 (Miscellaneous / RDEK)

49076

MOVED by Director Doehle

SECONDED by Director Wilks

THAT Bylaw No. 2654 cited as "Regional District of East Kootenay – SweetWater Zoning & Floodplain Management Bylaw No. 2127, 2009 – Amendment Bylaw No. 5, 2015 (Miscellaneous / RDEK)" be introduced.

OPPOSED: Director McKerracher

CARRIED

DVP No. 38-19 (Wasa / Kon Kur Holdings Ltd.)

49080

MOVED by Director Walter

SECONDED by Director Miller

THAT Development Variance Permit No. 38-19 (Wasa / Kon Kur Holdings Ltd.) be granted.

CARRIED

DVP No. 2-20 (Jaffray / Branch Technologies Inc.)

49083

MOVED by Director Doehle

SECONDED by Director Sterzer

THAT Development Variance Permit No. 2-20 (Jaffray / Branch Technologies Inc.) be granted.

CARRIED

Director Qualizza left the meeting at 2:20 pm.

Hornaday Wilderness Society Application to Rehabilitate a Managed Trail

49084

MOVED by Director Miller

SECONDED by Director Sterzer

THAT the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, be advised the RDEK supports the Hornaday Wilderness Society Crown Land application to rehabilitate a managed trail in the vicinity of Hornaday Pass subject to the rehabilitation work not impeding the existing trapper's ability to operate a snowmobile on the trail during snowbound periods to conduct activities for trapping.

CARRIED

Director Qualizza joined the meeting at 2:23 pm.

South Kountry Cable Ltd. Crown Land Licence of Occupation

49085

MOVED by Director Doehle

SECONDED by Director Sterzer

THAT the Ministry of Forests, Lands, Natural Resource Operations and Rural Development be advised the RDEK supports the South Kountry Cable Ltd. Crown Land Licence of Occupation for a telecommunication site in the Tie Lake area, subject to Agricultural Land Commission approval.

CARRIED

Miscellaneous Items**Kootenay and Boundary Farm Advisors – Program Continuation**

49087

MOVED by Director Wilkie

SECONDED by Director Walter

THAT an amount not exceeding \$60,000 per year for three years, to allow the continuation of the Kootenay and Boundary Farm Advisor program to June 30, 2023, be approved to be paid from the Planning service.

CARRIED

Columbia Lake Management Plan

49088

MOVED by Director Miller

SECONDED by Director Clovechok

THAT preparation of the Columbia Lake Management Plan proceed generally as outlined in the February 13, 2020 Request for Decision.

CARRIED

Lake Windermere Groyne Navigation Markers

49089

MOVED by Director Clovechok

SECONDED by Director Miller

THAT Public Services and Procurement Canada be advised that while the installation of permanent navigation markers for the Lake Windermere Groyne is generally supported that the RDEK has concerns about the timing and short duration of the engagement opportunity, the aesthetic impact of the proposed pile markers and lack of information provided with regard to alternative options and environmental considerations of the proposed works.

OPPOSED: Director Miller, Director Sterzer, and Director Wilkie

CARRIED

Note: On March 6, 2020, the Board defeated the above motion and adopted Resolution No. 49090 to not support the installation of Marker Piles for the Lake Windermere Groyne.

Director Qualizza left the meeting at 2:36 pm.

Adjourn to Closed

MOVED by Director Gay

SECONDED by Director Sterzer

THAT the meeting adjourn to a Closed Planning & Development Services Committee meeting to consider the following matters:

- APC/EAAC Appointments - Section 90(1)(a) of the *Community Charter* - personal information about an identifiable individual who is being considered for a position appointed by the RDEK; and
- Kootenay and Boundary Farm Advisors Contract - Section 90(1)(k) of the *Community Charter* - negotiations and related discussions respecting the proposed provision of a municipal service that are in their preliminary stages and that, in the view of the Board, could reasonably be expected to harm the interests of the regional district if they were held in public.

CARRIED

The meeting adjourned to closed at 2:40 pm.

Committee Chair Clara Reinhardt

Shannon Moskal, Corporate Officer

Hi Rhiannon,

On behalf of Renee Hetherington and Bob Thompson I request to be a delegation at the April 2, 2020 Planning Committee meeting.

The application is for non-adhering residential use within the ALR and the RDEK file is P 720 401. The proposal is to permit the owners to build a new home and keep an existing modular home for farm help. The subject land is located at 8826 Pighin Rd in the Wycliffe area. I have attached a Powerpoint presentation that I will speak on. Thank you.

Jean Terpsma

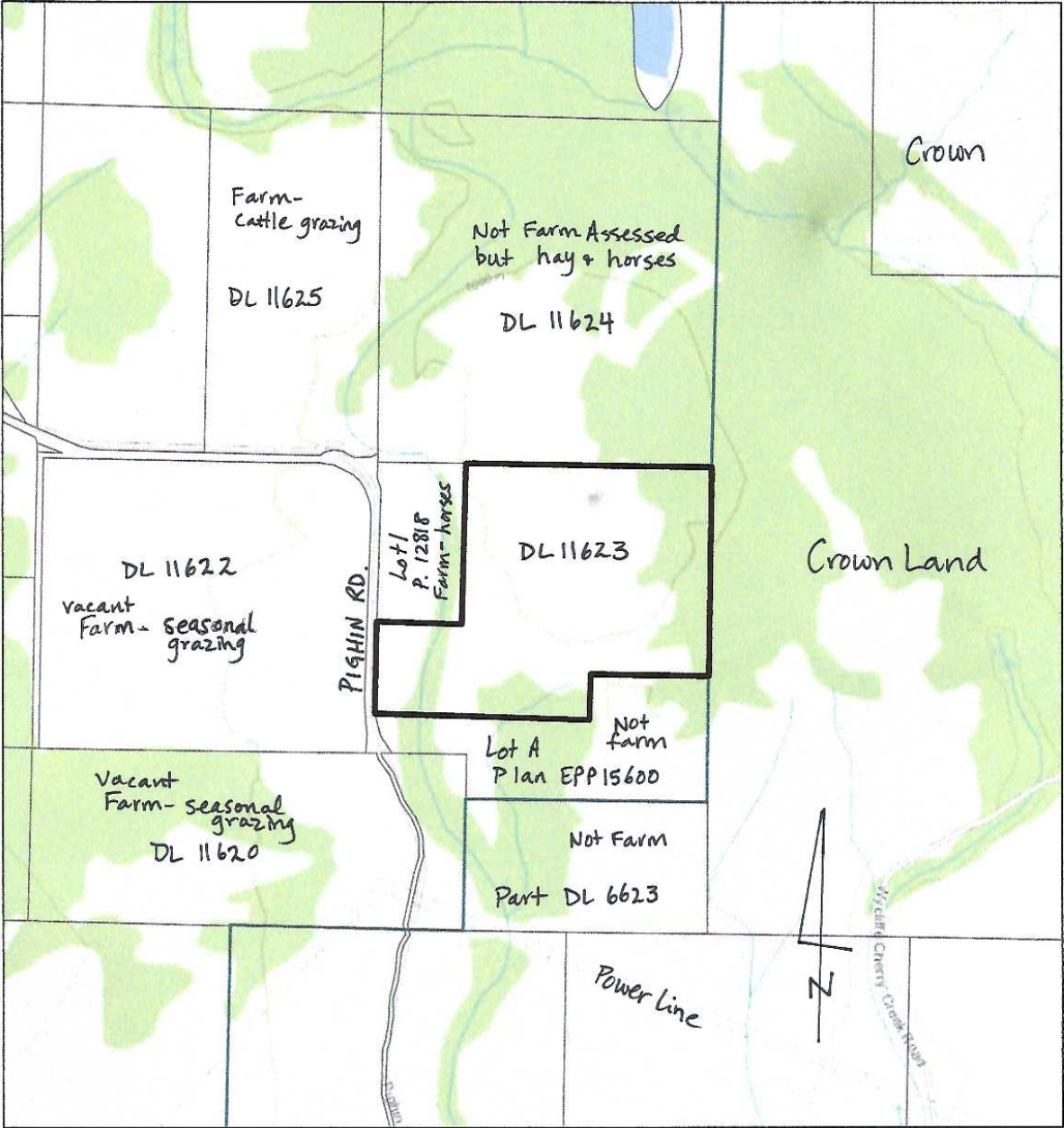
Terpsma Land Development Consulting

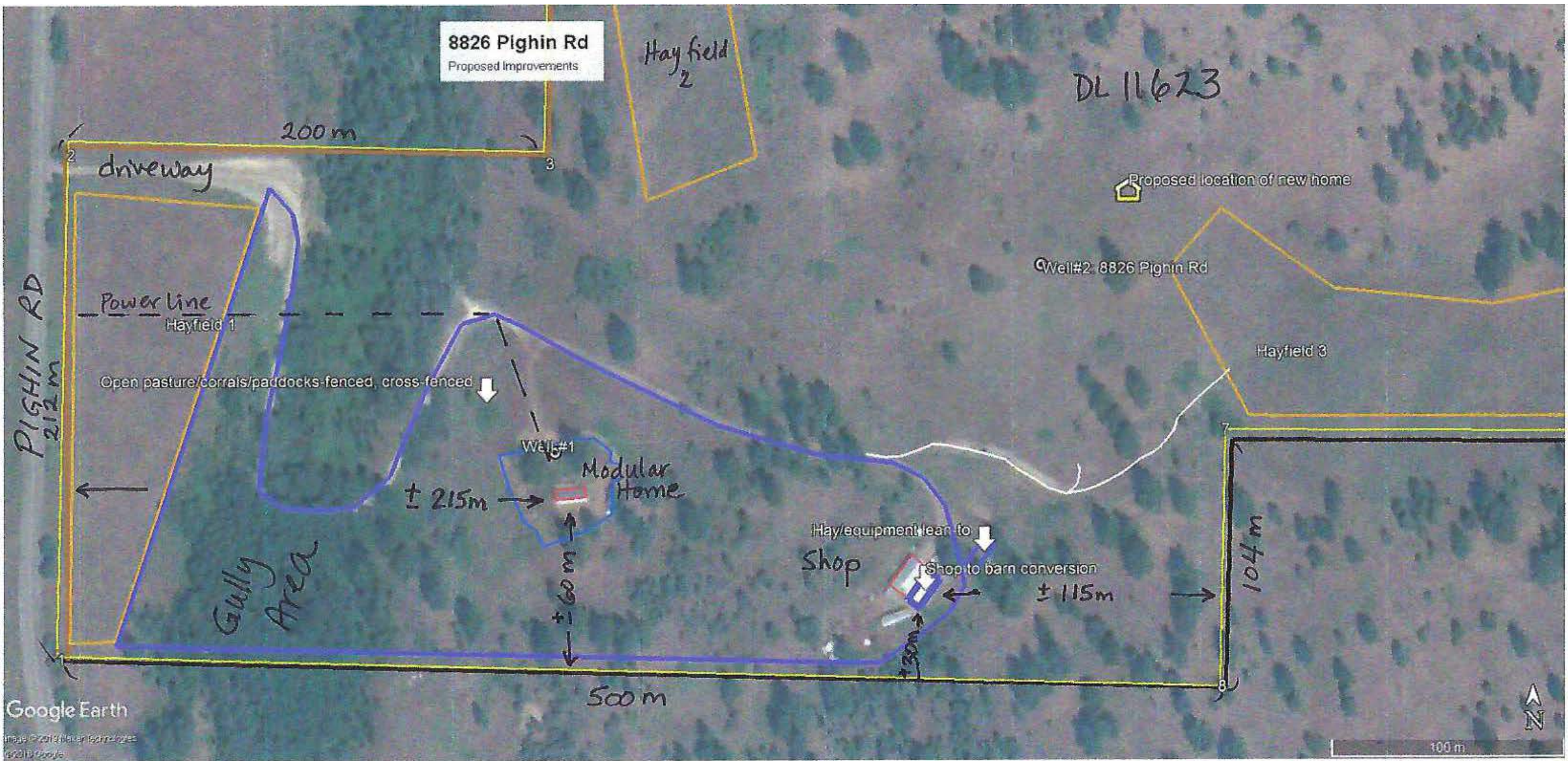
Email: jean@terpsmaconsulting.com

Renee Hetherington & Bob Thompson
Agricultural Land Commission
Non-Adhering Residential Use

8826 Pighin Rd, Wycliffe

Location Map





Proposal Information

- The owners wish to build a new home and keep the existing small mobile home for farm help.
- The mobile home is 14' x 40' on a non-permanent foundation.
- The property has farm status due to seasonal cattle grazing by a neighbouring farmer and the owners will develop their own cattle operation on site.





Additional Information

- Farm help is required to assist with fencing, building construction and maintenance, livestock rearing and hay production.
- Significant labour is required to bring the farm operation into production and to maintain the land in an environmentally sustainable manner.
- The owners have extensive cattle experience from previous ranch operations they owned. They are both professional geologists who work throughout Western North America and must continue to work to afford to develop the farm operation.

Agricultural Considerations:

- A vast portion of the property is Class 6 soil with subclasses of topography and rock outcroppings (non-improvable).
- A major gully with riparian ecosystem runs through the property and will be protected by fencing.
- Three areas of dry land hay will be harvested (one cut) each year.
- There is no source of irrigation on the property for further cultivation.

Good Afternoon:

I am writing to submit a request to appear as a delegation.

Details are below. Please feel free to let us know if you require any additional information.

1. Topic - TELUS' proposed wireless communication facilities at Tie Lake and Moyie Lake.
2. Executive Summary - TELUS' presentation will cover the site selection rationale for each proposed facility as well as the results of the public consultation process that was undertaken for each location. TELUS will also explain the service benefits of the proposed facilities.
3. Speaker Names - Doug Anastos and Brian Gregg.
4. Action Requested - TELUS is seeking a motion of land use concurrence in support of the two proposed wireless communication facilities in order to satisfy the consultation requirements set forth by Innovation, Science and Economic Development Canada (ISED).
5. TELUS will use a PowerPoint presentation and will need use of a computer and projector.

Thanks,

Brian Gregg | SitePath Consulting Ltd.

Vancouver, BC V5Y 3L1

| Email: briangregg@sitepathconsulting.com

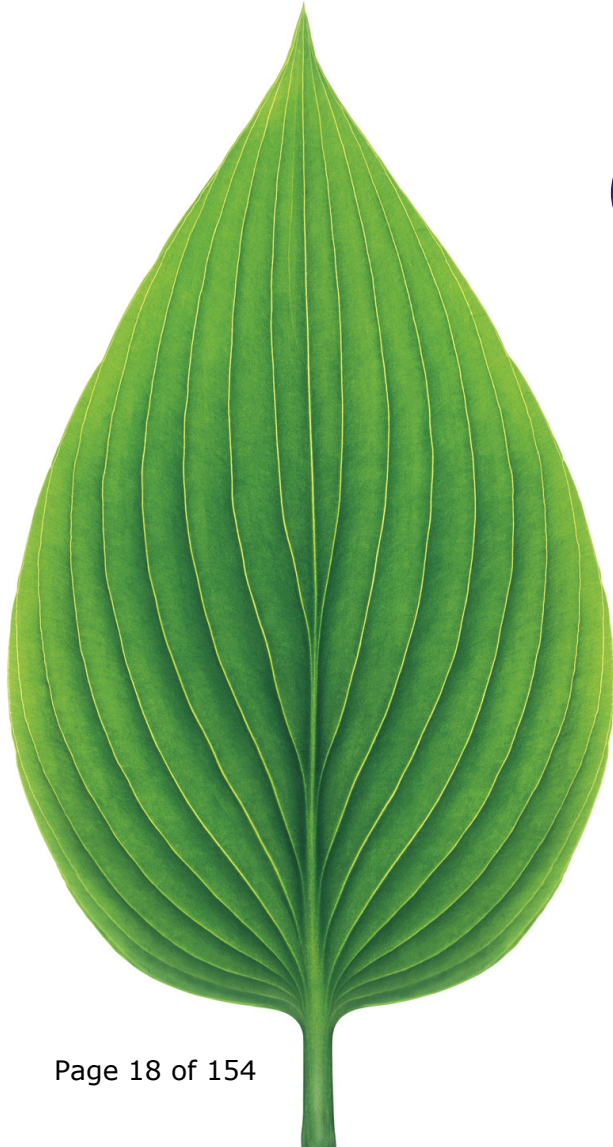
| www.sitepathconsulting.com

Proposed TELUS Communication Sites

**6370 Tie Lake Road, Tie Lake
(Tie Lake Regional Park) and
9795 Estates Road, Moyie
(TELUS Files: BC106282-Tie Lake and
BC10628- Moyie Lake South)**

Regional District of East Kootenay
Board Meeting, *April 2nd, 2020*

Brian Gregg & Doug Anastos | TELUS Mobility



Agenda

- Proposal
 - Objective
 - Site Selection Rationale
 - Conceptual Designs
- Public Consultation Summary
- Land Use Concurrence Request



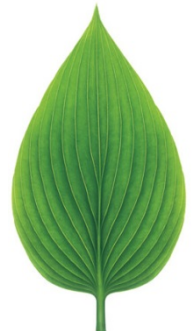
Objective

- TELUS has identified that there is not dependable wireless service, including wireless high-speed internet access, in the Tie Lake and Moyie communities.
- The proposed facilities will provide high speed wireless service to the Tie Lake and Moyie communities and improve personal safety, as the majority of emergency calls are made using wireless devices.
- High speed internet access will be available in the Tie Lake and Moyie communities via TELUS' Smart Hub product which offers download speeds up to 25 Mbps and up to a terabyte of monthly data at rates that are similar to traditional wireline services as a home-based HSIA solution over TELUS' wireless network.
- TELUS is proposing these two communication sites in response to long-term customer complaints regarding a lack of dependable service in each community.



Site Selection Rationale – Tie Lake

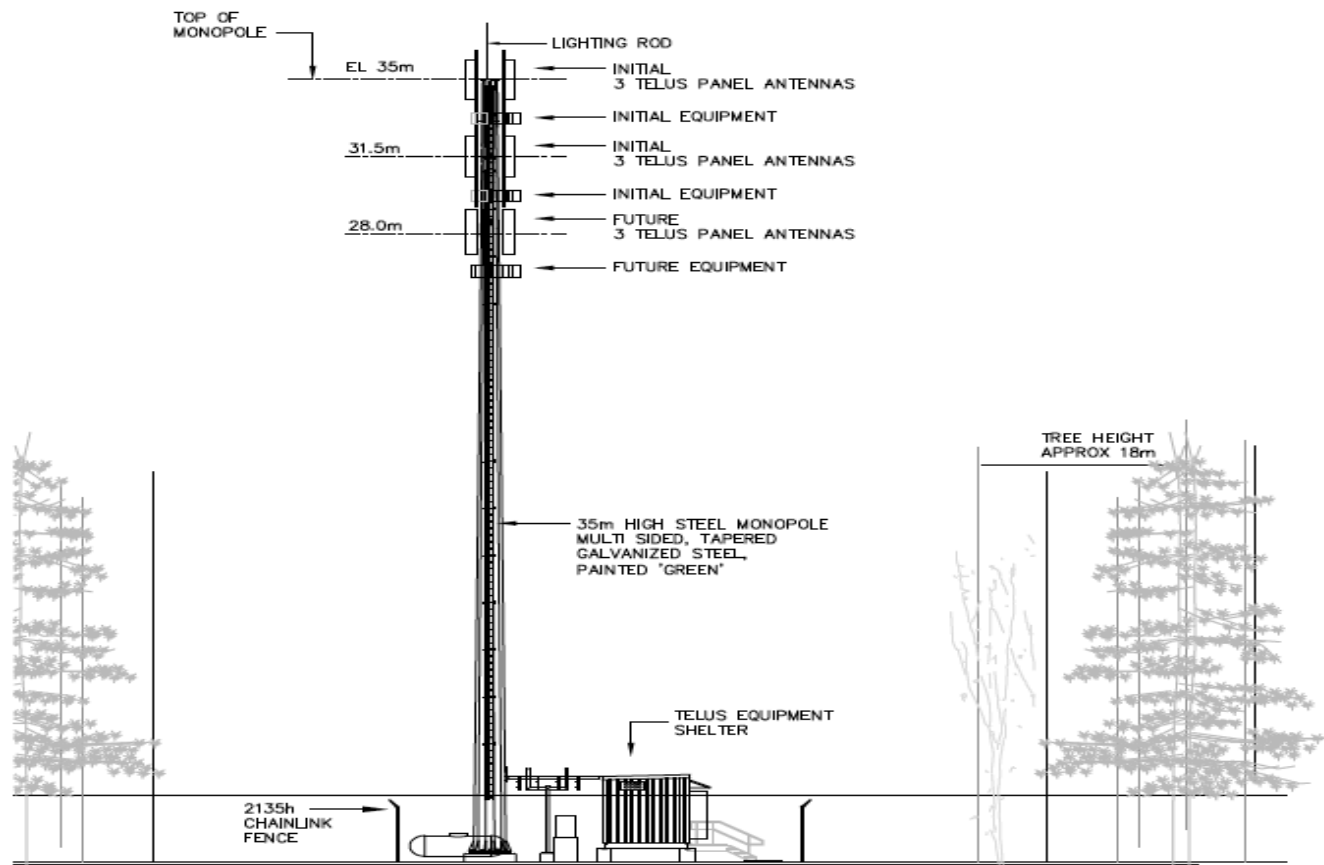
- **Permitted Use:** The Jaffray, Tie Lake, Rosen Lake Land Use and Flood Management Bylaw states that Wireless Telecommunication Facilities are a permitted use in the P-1-Public Institutional Zoning District.
- **Land Use:** The subject property is in a central location, enabling service coverage across the Tie Lake community. Additionally, the subject property is a large lot with mature trees enabling large setbacks from adjacent residences and mitigating potential view impacts to the extent possible.
- **Ownership:** The subject property is owned by the Regional District of East Kootenay ensuring that any lease revenue generated from the proposed communication site will flow to the Regional District providing a broader public benefit.



Site Plan – Tie Lake

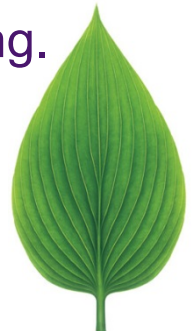


Elevation – Tie Lake



Site Selection Rationale – Moyie

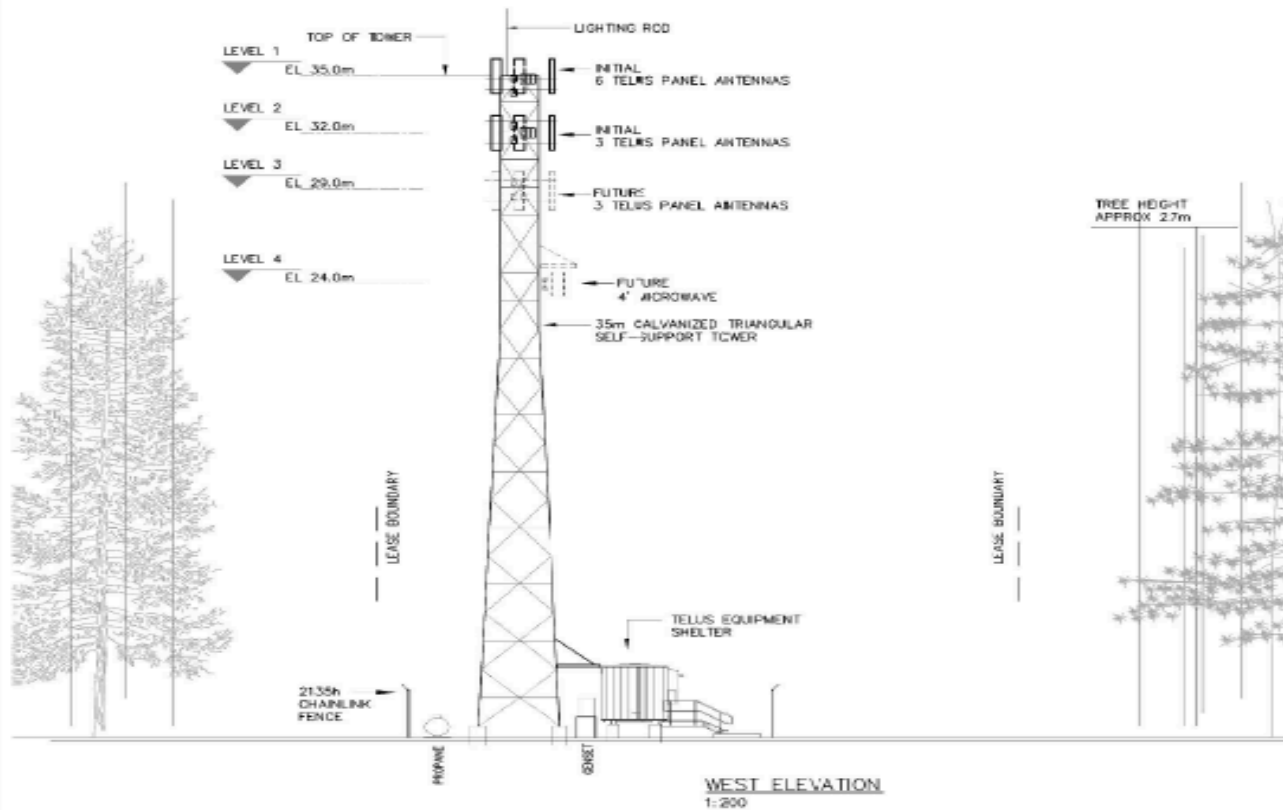
- **Permitted Use:** The Moyie and Area Land Use Bylaw designates the subject property as RR-60 - Rural Resource zoned. Wireless communication facilities are a permitted use in this zoning district.
- **Elevation:** The subject property contains high elevation land, mitigating the need for a taller tower structure in the community and enabling dependable service improvements across the community.
- **Large Lot Size:** The subject property is a large approximately 109.25 acre lot and is upslope from adjacent waterfront properties and view homes, enabling setbacks and mitigating potential view impacts.
- **Existing Access:** The subject property contains existing access roads and trails that can be minimally improved to minimize timber clearing.
- **Views:** Mature trees on the property will partially screen the tower.



Site Plan - Moyie



Elevation - Moyie



Public Consultation Summary

- In the absence of a local tower siting protocol, TELUS is obligated to follow the Innovation, Science and Economic Development (ISED) Canada Default Public Consultation Process which involves the following steps:
 - Notifying property owners within 3 x the height of the proposed tower (we expanded this to 5 x tower height);
 - Posting a notice in a local newspaper;
 - Obtaining a motion or letter of land use concurrence from the elected officials of the relevant land use authority.
- TELUS adhered to the ISED Default Process for Moyie and we substantially expanded the notification process for Tie Lake.



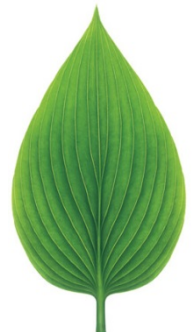
Public Consultation Summary

Tie Lake

- During the consultation, TELUS received comments from 27 members of the public:
 - 10 oppose the proposal;
 - 17 support the facility.
- Primary concerns include:
 - Whether an alternative location may be viable for the tower;
 - Health and Safety.

Moyie

- TELUS received zero (0) public comments.



Land Use Concurrence Request

- In order to satisfy ISED, TELUS is required to obtain a motion or letter of land use concurrence from the Regional District of East Kootenay addressing the following points for *both* proposed towers:
 - *The Regional District of East Kootenay is satisfied with TELUS' consultation process, as outlined in ISED's Default Public Consultation Process;*
 - *That the proposed tower is a permitted use;*
 - *The proposed design and location is acceptable;*
 - *That the Regional District of East Kootenay has been consulted and concurs with the tower location.*



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Hi Shannon,

I have been talking with Susan Clovechok about the possibility of presenting to the next meeting of RDEK Board of Directors to present on behalf of the Juniper Heights Community.

The primary topic would be to highlight our concerns about the proposed land exchange of two parcels of provincial crown land adjacent to our community with the Shuswap Indian Band. We have followed the prescribed FLNRORD process to provide comments back to MoTI, completed a survey of the community members and summarized our concerns with this transaction.

I would be the designated presenter, however several other community members would most likely be accompanying me. We would like to take 10 minutes of the next RDEK board meeting to present a summary of our findings and request that RDEK not support the proposed land transfer in their referral letter back to FLNRORD/MoTI.

As the presentation is being developed in Microsoft PowerPoint, we would appreciate access to a projector. If that is not possible, we will provide the projector and all we'd need is a blank surface upon which to project.

Thank you,
Ken Stainsby
Invermere, BC



JUNIPER HEIGHTS COMMUNITY PERSPECTIVE ON PROPOSED LAND EXCHANGE IDENTIFIED IN CROWN LAND FILE #4406032

Background information for RDEK Planning & Development
Services Committee meeting on April 2nd 2020.

WHAT HAS BEEN DONE SO FAR...

- 31 members of the Juniper Heights community met on January 12th to learn about this proposed land exchange.
- Nextdoor (the leading community social networking platform) was set up to share information with our neighbours
- Emails were sent and comments were posted on the BC Government web site with our concerns
- Article & letters to editor were published in the Columbia Valley Pioneer
- An interview was aired on CBC Daybreak with Chris Walker
- A survey was initiated to consolidate feedback from the community

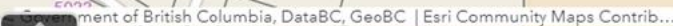


SURVEY PARTICIPANTS

- A list of 64 contacts was compiled representing the 38 properties in Juniper Heights
 - 2 properties had no contact info
 - 3 properties had contacts without email address
 - 12 contacts were identified but had no email addresses
- A survey was emailed to 52 recipients representing the 36 properties
- The survey was completed by 26 recipients representing 18 properties



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THE FOUR SURVEY QUESTIONS

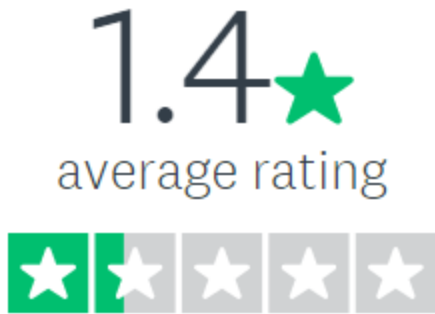
1. Satisfaction with MoTI Process
2. Support for alternative resolutions
3. Go beyond RDEK & MLA support
4. Seek legal counsel
5. Additional comments



LEVEL OF SATISFACTION WITH THE FLNRORD/MoTI LAND EXCHANGE PROCESS

1) How satisfied are you with the MoTI process of consultation, communication and collaboration for engaging our community in the land exchange plan?

Answered: 25 Skipped: 1



	VERY DISSATISFIED	DISSATISFIED	AMBIVALENT	SATISFIED	VERY SATISFIED	TOTAL	WEIGHTED AVERAGE
★	68.00% 17	28.00% 7	4.00% 1	0.00% 0	0.00% 0	25	1.36



MINIMAL INITIAL COMMUNICATION

- Posting of the Land Act advertisement on Dec 19th was perceived by community as “sneaky” and “deceiving” due to:
 - 6 days before Christmas when focus is elsewhere
 - A fuzzy map that obscured the proximity to Juniper Heights
 - Lack of visibility with non-local recreation users (time of year) and limited publication
- Comments to be submitted on BC Gov web site
 - Vague description & image
 - Comment deadline by January 31st

Crown Land File: #4406032

Geographic Shape Information (1 Shape)



Shape ID: 968998

Type/Subtype: TRANSFER OF ADMINISTRATION/CONTROL / FED
TRANSF OF ADMIN, CONTROL & BEN
Area (ha): 124.15

Legal Description

District Lot 5353, Kootenay District, except parts included in Plans 2945, 4063, 4062 & 4394; together with Sublot 100, District Lot 4596, Kootenay District, Plan X32, more particularly shown on the Legal Description Schedule and containing 124.15 hectares, more or less



Land Act: Notice of Intention to Apply for a Disposition of Crown Land

Take notice that Ministry of Transportation and Infrastructure (MoTI) from the Southern Interior Region has applied to the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD), Kootenay Boundary Region, for a Land Exchange for Indian Reserve Lands purposes situated on Provincial Crown land located at District Lot 5353, except parts included in Plans 2945, 4063, 4062 and 4394 as well as Sublot 100, District Lot 4596, Plan X32.

The Lands File for this application is 4406032. **Written comments concerning this application should be directed by mail or email to Tammy Anderson, Senior Advisor, Indigenous Relations, Southern Interior Region, Ministry of Transportation and Infrastructure, at 342-447 Columbia Street, Kamloops, BC V2C 2T3, or Tammy.Anderson@gov.bc.ca.** Comments will be received by MoTI up to January 31st. MoTI may not be able to consider comments received after this date. Please visit the following website for more information: <https://comment.nrs.gov.bc.ca/>

Be advised that any response to this advertisement will be considered part of the public record. For information, contact the Freedom of Information Advisor at Ministry of Forests, Lands, Natural Resources and Rural Development's Office in the Kootenay Boundary Region of British Columbia.



CONCERNS ABOUT THE LAND EXCHANGE PROCESS

- Juniper Heights residents felt excluded and minimized during the process
 - The FLNRORD process only provides notification to residents AFTER the decision has been made
- Timing and urgency of the proposed land exchange
 - For those who had not noticed the Dec 19th notice in Columbia Valley Pioneer, we were informed very late in the process (Jan 12th meeting) even though there had been discussions between SIB and the Province for over a year
- Secrecy around details of the land swap
 - Public notice details appear to be intentionally vague
 - MOTI would not share additional information to multiple questions posed. They stated that the information requested would only be provided under a Freedom of Information request.
 - 10 questions have been submitted but it will take 1-2 months to get answers)
- Confusion of what was actually being proposed:
 - Conflict between the MoTI statement of exclusion of parts of Juniper Heights Rd with the official parcel definition of DL4595 Sublot 100 in RDEK ArcGIS system.
 - Definition of the actual borders of the land exchange parcels will not be finalized until after FLNRORD approves the exchange
 - Inconsistency between reality and MoTI land exchange requirements of “equal size” and “equal value”
- Confusion of the procedures within the Land Exchange process
 - Conflict between published FLNRORD Land Exchange procedure which indicates: “first a cash offer, then if declined a land exchange based on FLNRORD identified parcels”, with MoTI’s statement that “according to Section 35 of Land Act that it must be land for land (no cash).”
- Missing steps that would be required if it was a private individual or company requesting the land
 - A government funded environmental impact assessment to determine the effects of this land exchange on the wildlife and the wildlife corridor
 - Water study to determine impact on local aquifers used by surrounding community
 - Public forums with community to communicate and seek input through consultation BEFORE the transfer is completed

CONCERNS ABOUT THE LAND EXCHANGE

POSSIBLE CONSEQUENCES

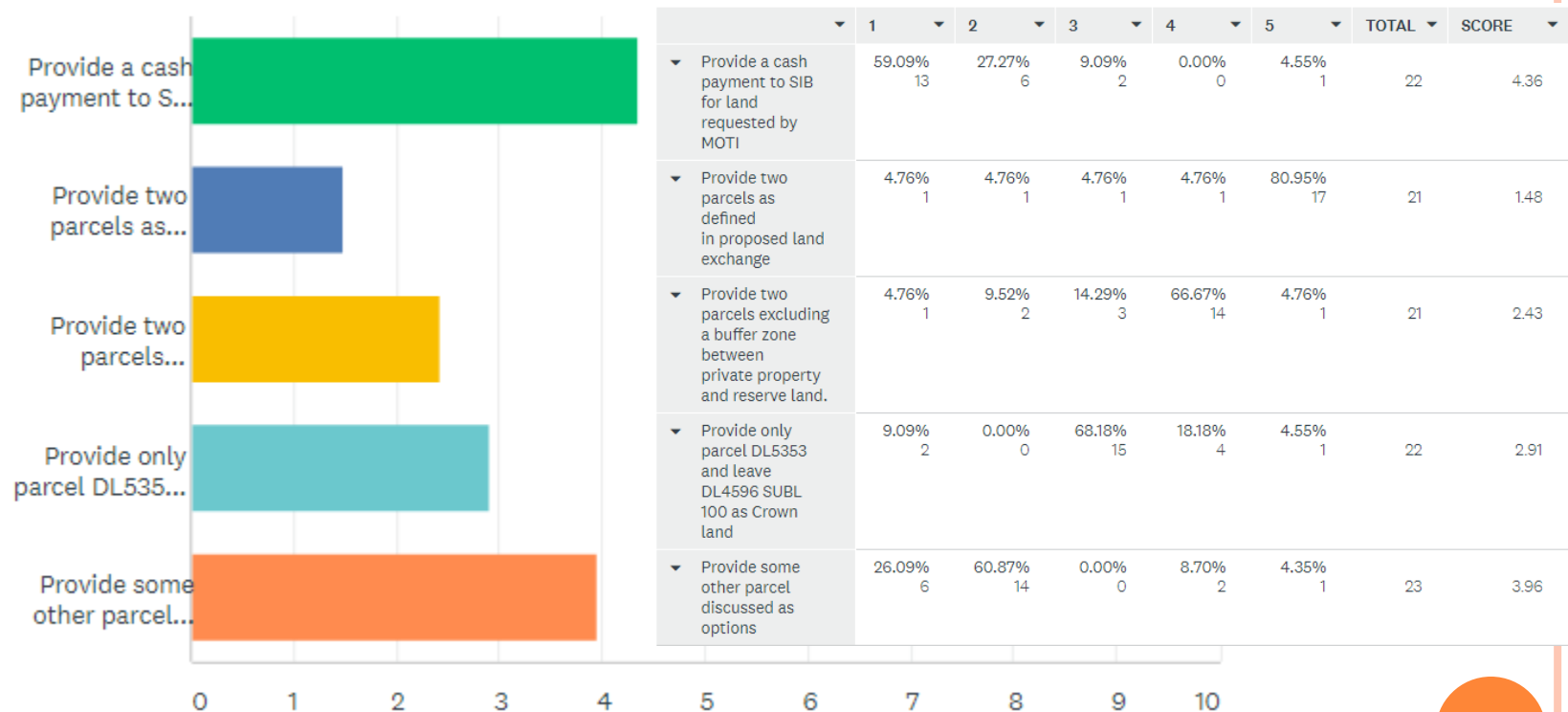
- Loss of access to the land depriving the residents of recreational use which is one of the many reasons we moved here.
- Loss of access to the trail network for hundreds of cyclists and hikers across Western Canada. This is one of the few trail systems with primarily easy to intermediate trails which attract young families, the elderly and novice mountain bikers.
- Loss of commerce for local businesses due to the loss of recreational visitors
- No control or input of land use decisions by the SIB (sub-division development, hunting, motorized vehicle access etc)
- Land value depreciation of private land in the community, especially those directly adjacent to the Crown land
- Possible access restriction/blockade of the sections of Juniper Heights Rd included in the DL4596 Sublot 100 which would impact nine properties at the end of the road.
- Agreements reached with the current band chief and councilors may be overruled by the next elected chief (or hereditary chiefs)
- Serving as a precedent for additional land seizures of crown land adjacent to the two parcels of land being exchanged.



WE AGREE THAT THE SIB SHOULD BE FAIRLY COMPENSATED, JUST NOT WITH THE PROPOSED LAND PARCELS

2) Rank your support for alternative solutions to reimburse SIB for MoTI land trespass

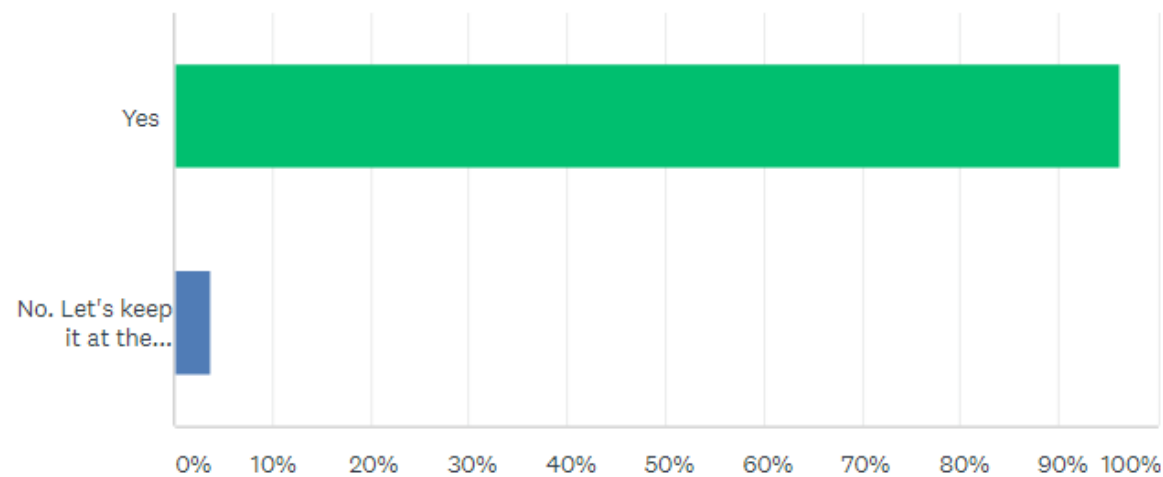
Answered: 23 Skipped: 3



REQUEST SUPPORT OUTSIDE RDEK & MLA

3) Should we solicit support from our MP (Rob Morrison) with the land exchange dilemma ?

Answered: 26 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	96.15%	25
No. Let's keep it at the province/district level	3.85%	1
TOTAL		26

[Comments \(4\)](#)



ADDITIONAL COMMENTS FOR QUESTION 3



Yes out is federal. I assume Aboriginal affairs is involved

3/10/2020 8:17 PM

[View respondent's answers](#)

[Add tags](#)



Let's solicit support from whomever is able to provide it

1/28/2020 7:21 PM

[View respondent's answers](#)

[Add tags](#)



Tell his office, that first priority after retaining legal council, will be to expand the media coverage to better inform rural land owners across Canada. About how quickly their situations can change, by unobstructed Government control. Without public consultations or input.

1/26/2020 7:48 AM

[View respondent's answers](#)

[Add tags](#)



This should be part of the National Park to provide safe passage for wildlife as a top priority and recreational area for people.

1/25/2020 5:26 PM

[View respondent's answers](#)

[Add tags](#)



DO WE FEEL WE HAVE THE SUPPORT OF OUR ELECTED OFFICIALS?

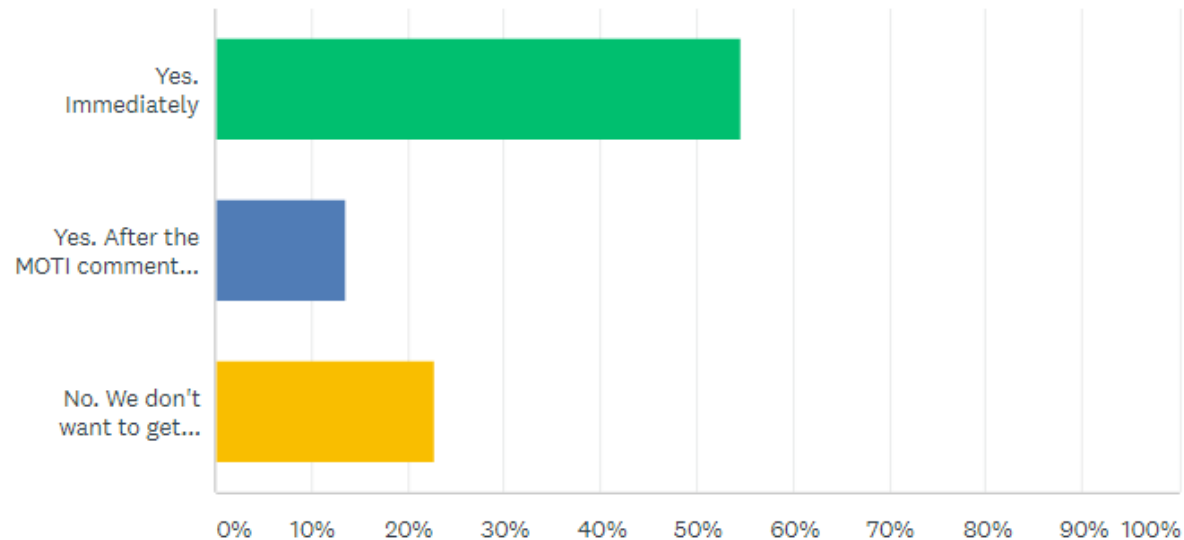
- RDEK Electoral Area F Director
- RDEK Planning & Development Committee
- MLA
- MP



DO WE NEED EXTERNAL ASSISTANCE ?

4) Should the community consider retaining legal counsel?

Answered: 22 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes. Immediately	54.55%	12
Yes. After the MOTI comments submission website is closed (Jan 31)	13.64%	3
No. We don't want to get lawyers involved at all	22.73%	5
TOTAL		22



ADDITIONAL COMMENTS FOR QUESTION 4



Definitely, do not get lawyers involved!

2/3/2020 4:08 PM

[View respondent's answers](#)

[Add tags](#) ▼



I am not sure.

1/26/2020 1:42 PM

[View respondent's answers](#)

[Add tags](#) ▼



Not yet

1/26/2020 1:04 PM

[View respondent's answers](#)

[Add tags](#) ▼



Only way I see for our concerns to be taken seriously by MOTI and SIB

1/25/2020 5:26 PM

[View respondent's answers](#)

[Add tags](#) ▼



OTHER COMMENTS AT END OF SURVEY...



I would like to see this last week before the deadline more focused on continuing to promote letter writing. It is our one and only chance to "rally the troops".

1/26/2020 1:43 PM

[View respondent's answers](#)

Add tags ▼



Is it possible to buy more time, to mount a better defense?

1/26/2020 7:48 AM

[View respondent's answers](#)

Add tags



I'm getting the sense that MoTI views this as something JH residents should be unconcerned about. There are questions as to the entire process currently being followed by the Ministry and I don't get a sense that the MLA is taking a stand

1/25/2020 5:20 PM

[View respondent's answers](#)

Add tags



RDEK CALL TO ACTION

- The members of the Juniper Heights community request that the members of RDEK Planning & Development Services Committee vote to NOT SUPPORT the referral letter pertaining to the Land Exchange as proposed in Crown Land File #4406032

APPENDIX A – 10 QUESTIONS ASKED UNDER FREEDOM OF INFORMATION REQUEST

The following 10 questions were originally asked of MoTI during the comments stage, but were informed that this information would only be made available by submitting a request through FOI process.

Note: Freedom of Information is not FREE. We have been charged \$270 for our public servants to look this information up for us ☹

1. When was the initial request made by MoTI?
2. When did FLNRORD respond with list of Crown exchange land alternatives?
3. In addition to the two parcels adjacent to Juniper Heights, what were the other alternatives offered by FLNRORD?
4. Can we see the Land status report completed by MoTI?
5. Can we see the Land Appraisal and appraisal reviews for both the reserve land being acquired by MoTI and the crown land being offered as exchange?
6. In addition to RDEK who else received the Referral letters?
7. Who within the affected Juniper Heights community received a referral letter?
8. In the appraisals of all land considered, what are the market value and size of the land exchange alternatives?
9. What is contained in the environmental assessment report?
10. What are the costs set aside to compensate third parties (ie the Juniper Heights community members)?





Agricultural Land Commission
201 – 4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

March 11, 2020

ALC File: 59442

Alva Soppit
DELIVERED ELECTRONICALLY

Dear Alva Soppit:

Re: Application 59442 to conduct a non-farm use in the Agricultural Land Reserve

Please find attached the Reasons for Decision of the Kootenay Panel for the above noted application (Resolution #112/2020). As agent, it is your responsibility to notify the applicant(s) accordingly.

Request for Reconsideration of a Decision

Under section 33(1) of the ALCA, a person affected by a decision (e.g. the applicant) may submit a request for reconsideration. The request must be received within one (1) year from the date of this decision's release. For more information, refer to *ALC Policy P-08: Request for Reconsideration* available on the Commission website.

Please direct further correspondence with respect to this application to ALC.Kootenay@gov.bc.ca.

Sincerely,

A handwritten signature in black ink, appearing to read 'M Bandy', written in a cursive style.

Mike Bandy, Land Use Planner

Enclosure: Reasons for Decision (Resolution #112/2020)

cc: Regional District of East Kootenay, attn. Krista Gilbert (File: P 719 362)



AGRICULTURAL LAND COMMISSION FILE 59442
REASONS FOR DECISION OF THE KOOTENAY PANEL

Non-Farm Use Application Submitted Under s. 20(2) of the *Agricultural Land Commission Act*

Applicants: Alva Soppit
Holly Elliot

Agent: Alva Soppit

Properties: Property 1 ("District Lot 781"):
Parcel Identifier: 016-390-610
Legal Description: District Lot 781, Kootenay District
Civic: 450 Wardner-Fort Steele Road, Fort Steele, BC
Area: 69.5 ha (69.5 ha within the ALR)

Property 2 ("District Lot 39"):
Parcel Identifier: 016-390-636
Legal Description: That Part of District Lot 39,
Kootenay District, Lying East of a Line Which Bisects
the Northerly and Southerly Boundaries Thereof
Civic: Wardner-Fort Steele Road, Fort Steele, BC
Area: 34 ha (34 ha within the ALR)

Panel: David Zehnder, Kootenay Panel Chair
Ian Knudsen
Jerry Thibeault

OVERVIEW

- [1] The Properties are located within the Agricultural Land Reserve (ALR) as defined in s. 1 of the *Agricultural Land Commission Act* (ALCA).
- [2] In 2001, one of the current Applicants, Alva Soppit, submitted Application 16960 to the Commission to subdivide a 151 ha parcel ("District Lot 284") located to the south of the Properties into two lots as divided by Wardner-Fort Steele Road. The Commission refused the application on the grounds that retention of District Lot 284 as a single parcel would have a greater agricultural benefit than the creation of two smaller parcels.
- [3] In 2003, Alva Soppit submitted a reconsideration request of ALC Application 16960. Upon reconsideration, the Commission approved the subdivision of District Lot 284 on the condition that two other parcels owned by the applicant, District Lot 781 and District Lot 39 (the Properties), be consolidated or bound by covenant (the "2003 Decision"). As the Properties were being farmed together at the time, the applicant agreed to registration of Covenant KX12779, which restricts the sale or transfer of the Properties independently (the "Covenant"). The Properties are currently jointly owned by the Applicants.
- [4] Pursuant to s. 20(2) of the ALCA, the Applicants are applying to the Agricultural Land Commission (the "Commission") to release the Covenant from the title of the Properties (the "Proposal").
- [5] The Applicants are requesting that the Covenant be released to allow them to add one of the owners' husbands to the title of District Lot 781. The Applicants submit that removal of the covenant would assist with estate planning and taxation issues, and would enable the Applicants to undertake repairs and maintenance on the farm.
- [6] The issue the Panel considered is whether the Covenant still provides a benefit to agriculture as intended by the 2003 Decision.

[7] The Proposal was considered in the context of the purposes of the Commission set out in s. 6 of the ALCA. These purposes are:

- (a) to preserve the agricultural land reserve;
- (b) to encourage farming of land within the agricultural land reserve in collaboration with other communities of interest; and,
- (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of land within the agricultural land reserve and uses compatible with agriculture in their plans, bylaws and policies.

EVIDENTIARY RECORD

[8] The Proposal along with related documentation from the Applicants, Agent, local government, and Commission is collectively referred to as the "Application". All documentation in the Application was disclosed to the Agent in advance of this decision.

BACKGROUND

[9] At its meeting of January 10, 2020, the Regional District of East Kootenay Board resolved to forward the Application to the Commission with support.

EVIDENCE AND FINDINGS

Issue: Whether the Covenant still provides a benefit to agriculture as intended by the 2003 Decision.

[10] The Panel reviewed the 2003 Decision and the Commission's rationale. The Panel notes that the proposal to subdivide District Lot 284 was initially refused by the Commission on the grounds that retention of District Lot 284 as a single parcel would provide greater agricultural benefit than the creation of two smaller parcels. The subdivision of District Lot 284 was subsequently approved by the Commission on the condition that the Properties (District Lots 781 & 39) be consolidated or bound by covenant as a means of providing a benefit to agriculture. The Panel notes that binding

of titles by covenant is an alternative to consolidation by survey because it is generally less expensive than surveying, but achieves a similar result. The Panel confirms that the intent of the 2003 Decision was to improve the agricultural utility of the Properties by having the Properties retained as a single, cohesive, farmable unit. The Panel notes that the current landowner was amenable to this option at the time of the 2003 Decision and agreed to registration of the Covenant.

- [11] The Panel understands that the Applicants intend to continue to farm the Properties and do not intend to sell the Properties at this time. However, the Panel recognizes that the release of the covenant would allow the Properties to be sold separately in the future, potentially resulting in fragmentation of the single contiguous, farmable area achieved by the Covenant. In this regard, the Panel considers that release of the Covenant is akin to subdivision of the Properties in this circumstance.
- [12] Generally, the Panel considers that reducing the size of agricultural parcels limits the range of viable agricultural options and reduces the likelihood of future agricultural activity taking place. Further, the Panel considers that it is beneficial to retain larger parcels in this area in order to better support the region's primary agricultural activities of forage and grazing. As such, the Panel finds that release of the Covenant would reduce the overall agricultural utility of the Properties.
- [13] Despite the estate planning benefits that the Proposal would provide to the Applicants, the Panel finds that release of the Covenant would be contrary to the spirit of the 2003 Decision, as it would negate any agricultural benefit gained by allowing the subdivision of District Lot 284.

DECISION

- [14] For the reasons given above, the Panel refuses the Proposal to release the Covenant from the title of the Properties.
- [15] These are the unanimous reasons of the Panel.



[16] A decision of the Panel is a decision of the Commission pursuant to s. 11.1(5) of the ALCA.

[17] Resolution #112/2020

Released on March 11, 2020

A handwritten signature in black ink, appearing to read 'D. Zehnder', written in a cursive style.

David Zehnder, Panel Chair

On behalf of the Kootenay Panel

Date March 11, 2020
Author Tracy Van de Wiel, Planning Technician 2
Subject Mine Referral – Baymag Inc (Knuckey) / Notice of Work

BACKGROUND

Basic Overview: The proposal is to amend an existing permit to be for a 5-year timeframe instead of the previous 3-year timeframe, and to change the permit holder's name to the company name instead of the mine manager's name. Over the 5-year timeframe, the company plans to complete 2 helicopter drilling programs, one in 2020 and the other sometime between 2021 and 2025. The drilling areas are predominantly bare outcrops with very little or no vegetation and no construction or new roads or trails will be required to complete the work.

INFORMATION

Access Road: The subject property is accessed from Rubie, Cross and Mitchell FSRs.

Zoning Designation: The subject property is zoned A-1, Rural Resource Zone in the Upper Columbia Valley Zoning Bylaw. This zone permits "extraction of sand and gravel, including grading, washing, screening, crushing and transporting of materials".

ALR Designation: The subject land is not within the ALR.

Nearest private land within the RDEK: The subject property is very remote and is not near any private properties within the RDEK.

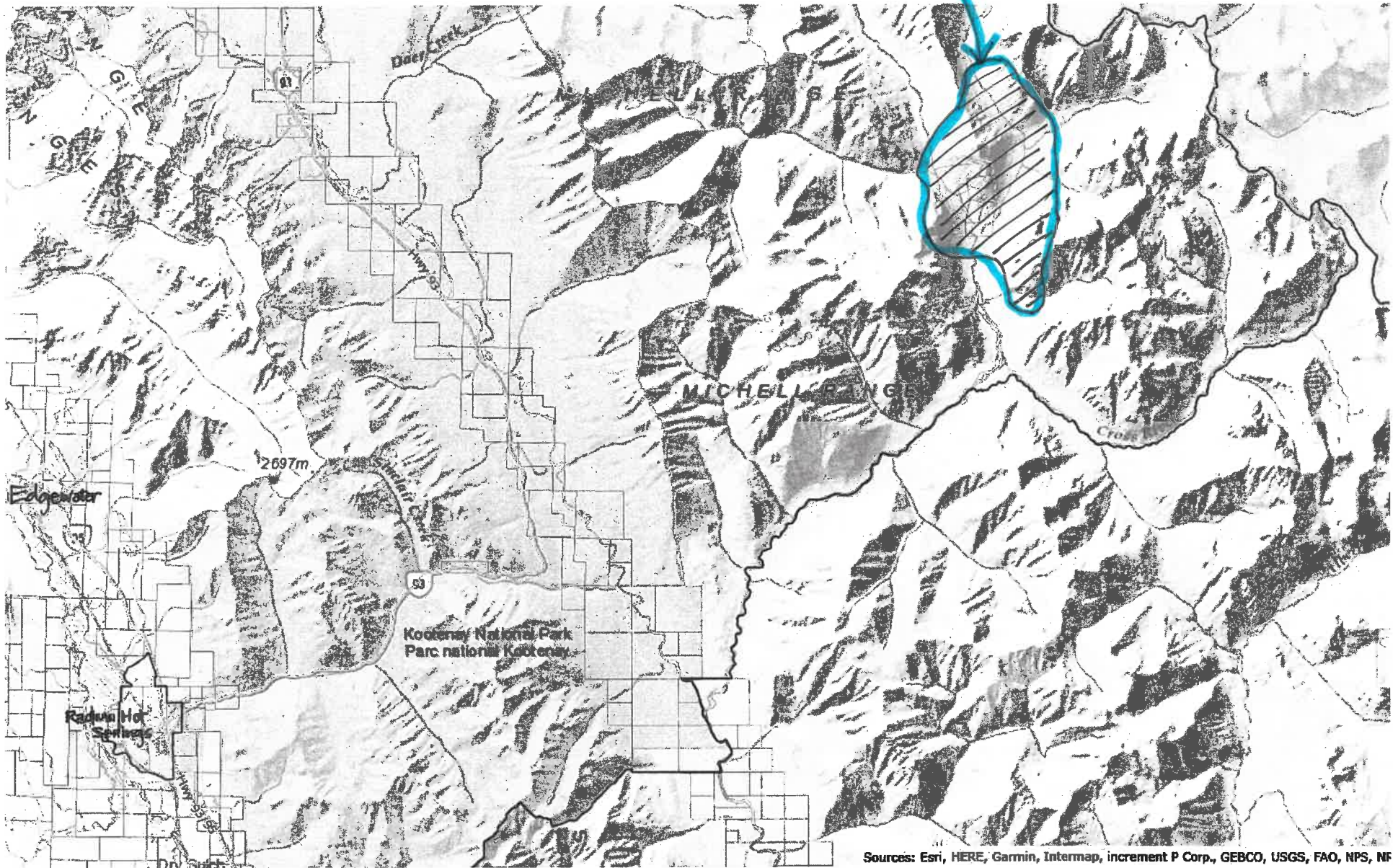
Nearest community: Radium Hot Springs (25+ kms)

Attachments:

- Location Map
- Notice of Work
- Maps from Applicant

Project Area

Location Map





Notice of Work

Mineral Exploration

Application ID:4542

APPLICANT COMPANY/ORGANIZATION CONTACT INFORMATION

Name	BAYMAG INC.
Contact Name	Richard Creagan
Phone	(587) 315-6043
Email	richard.creagan@baymag.com
Mailing address	PO BOX 399 RADIUM HOT SPRINGS, BC V0A 1M0 CANADA

TECHNICAL INFORMATION

APPLICATION INFORMATION

Type of notice of work:	Mineral Exploration
Is this a New Permit or an Amendment to an existing permit for this property?	Amendment
Have you submitted an Annual Summary for this site?	Yes
Type of permit applied for:	I would like to apply for a Multi-Year, Area Based permit
Term of application (years):	5
Is this the first year of your multi-year, area based application?	Yes

MINE INFORMATION

Do you have an existing mine number?	Yes
Mine Number:	1630420
Name of the Property:	Baymag - Struna Creek
Tenure Numbers:	1064250,1063914,1063188,596515,596516
Crown Grant / District Lot numbers:	N/A
Detailed directions to the site:	<ul style="list-style-type: none">o Claim 596515: Accessed via gravel road which extends east from the Mitchell Forest Service Road at the 37.5 km mark. Provides access to the base of an avalanche chute which can be traversed to the location of the proposed drilling area.o Claim 1064250, 1063914, 1063188: Accessed via gravel road which extends east from the Mitchell Forest Service Road at the 37.5 km mark. The gravel road extends to the trail head for the Mount Assiniboine Provincial Park. The remaining distance to the proposed location of drilling can be accessed via foot travel.o Claim 516516 : A logging switchback extends from the Mitchell Forest Service Road at the 35.5 km mark. The switchback provides access to the base of an avalanche chute. The avalanche chute can be traversed to the proposed location of drilling.
Geographic Coordinates of Mine:	Latitude: 50.78780 Long: -115.68400
Maximum Annual Tonnage Extracted:	1,050,000

PROPOSED ACTIVITIES

Activities to be undertaken:	Exploration Surface Drilling Water Supply
------------------------------	--

FIRST AID

Proposed First Aid equipment on site:	Ambulance with O2 Therapy Mine Rescue Truck Numerous neck braces Numerous Bandages Full and half backboards (2) â€¢ Gurney for the Ambulance â€¢ Basket stretcher with slings Numerous blankets, padding, etc. Fully Stocked first aid room As per WorkSafe BC Regulations
Level of First Aid Certificate held by attendant:	Occupational First Aid Level 2 with Transportation Endorsement

DESCRIPTION OF WORK PROGRAM

see attached document

TIME OF PROPOSED ACTIVITIES

Proposed start and end date:	May 01 2020 to Oct 31 2025
-------------------------------------	----------------------------

Please remember that you need to give 10 days notice to the Inspector of Mines of your intention to start work, and 7 days notice of your intention to stop work.

ACCESS

Is access presently gated?	No
-----------------------------------	----

PRESENT STATE OF THE LAND

Present condition of the land:	The present condition of the land can be described as undisturbed. The proposed location of drilling is void of any major canopy and consists primarily of bare rock outcrops.
Type of vegetation:	Sparse pine with various shrubs and mixed grasses.
Physiography:	The topography is moderate to steeply sloping and near vertical in some areas. The proposed areas of drilling are relatively flat to moderately sloping.
Current means of access:	Will use Settlers, Palliser, Cross and Mitchell forestry roads to access Baymag site. Helicopter with some foot travel will then be used to access the proposed drill locations.
Old equipment or buildings:	N/A
Recreational trails/use:	The areas of exploration are considered non recreational. The Provincial Park trail may be used to gain walking access to claim 106425,1063914, and 1063188, all of the proposed work will be west of the Assiniboine Creek and will not disturb any of the recreational use of the trail/park.

ACCESS TO TENURE

Do you need to build a road, create stream crossings or other surface disturbance that will not be on your tenure?	No
---	----

LAND OWNERSHIP

Application area in a community watershed:	No
Proposed activities on private land:	No
Activities in a park:	No

CULTURAL HERITAGE RESOURCES

Are you aware of any protected archaeological sites that may be affected by the proposed project?	No
--	----

FIRST NATIONS ENGAGEMENT

Have you shared information and engaged with First Nations in the area of the proposed activity?	No
---	----

EXPLORATION SURFACE DRILLING			
Activity	Number of Sites	Disturbed Area (ha)	Merchantable timber volume (m³)
Diamond Drilling - Surface	3	0.05	0.00
Totals	3	0.05	0.00

SUPPORT OF DRILLING PROGRAM

The drilling program will be:	Helicopter supported
-------------------------------	----------------------

RECLAMATION PROGRAM

Reclamation and timing for this specific activity:	There may be a requirement to modify portions of the landscape (3 m x 3 m) in order to create a leveling pad for drilling. In addition, the drill will be positioned by use of a helicopter and therefore the construction of paths, trails, or roads will not be required. Should any vegetation be disturbed during the exploratory drilling program, Baymag Inc. will take full responsibility and will reclaim any soil disturbance and re-vegetate as required. The area will be re-vegetated with plant species suitable for the siteâs soil nutrient and moisture conditions. Reclamation will be conducted as necessary after the proposed drilling has concluded. It is Baymag's best interest to conduct the remediation during the same year as drilling advancement.
Location of the Core Storage:	The core will be stored at the Mount Brussilof Magnesite Mine.
Estimated cost of reclamation of activities described above:	650.00

WATER USE

Have existing Water Licence or Short-Term water use approval:	No
Water used to support oil and gas activity authorized by the Oil and Gas Commission:	No
Divert and use the water for more than two years:	No
Exempt from short-term application:	No
Applying for short-term water use with Notice of Work application:	Yes

TECHNICAL INFORMATION

Term Start Date	2020-05-01
Term End Date	2022-04-30

WATER USE SITES

WATER SOURCE AND POINT OF DIVERSION

SITE	
Location ID:	Westside of Assiniboine Creek
Name of Source:	Assiniboine Creek
Source of the water:	surface
Source flows into:	Aurora Creek
Pump size in water (inches):	2

Location of intake relative to a known point:

The location of intake will be sourced from Assiniboine Creek roughly 1,300 meters upstream from the Aurora Creek intersection with Assiniboine creek.

Point of diversion geographic coordinates:

Latitude: 50.81190
Longitude: -115.66508

Volume, duration and purpose of water use

Purpose for which the water will be used:

Cooling

Use of water:

Water will be used for diamond drills for cooling and lubrication of the drill bit for the carried out exploration program.

Total Annual Quantity:

81.76492 m³/day

Maximum Rate of Diversion:

81.76492 m³/day

Term Start Date:

2020-05-01

Term End Date:

2022-04-30

Date of Use Start:

May 1

Date of Use End:

April 30

Proposed works

Description of works:

Plan to undergo a drill program on the proposed areas of work in the Spring/summer of either 2020 or 2021. The drill program would only last roughly a month in actual drilling/water pumping time. The reason for the extended permit of 2 years is due to the unpredictability of which year the drilling program will take place within.

Who owns the land where the works are proposed:

- ☐ Applicant owns land
☒ Land is Crown Land but applicant has tenure
☐ Land is Crown Land but tenured to Ministry of Transportation
☐ A third Party owns the land but the applicant has lease or tenure
☐ A third Party owns the land
☐ Land is Crown Land but the applicant does not have a tenure

Land Tenure or Mine Tenure Number:

1064250, 1063914, 1063188

Legal description/location description of land(s) where works are proposed:

Mineral Tenure (Claim), Crown Land

Location of use

Legal description of land(s) or the location(s) where the water is to be used:

Mineral Tenure (Claim), Crown Land

Geographic coordinates for point of use:

Latitude: 50.80979
Longitude: -115.67332

TIMBER CUTTING

Total merchantable timber volume (m³):

0.00

EQUIPMENT

Quantity

Type

Size/Capacity

1

Drill

2875 ft

SUMMARY OF RECLAMATION		
Activity	Total Affected Area (ha)	Estimated cost of reclamation (\$)
Exploration Surface Drilling	0.05	\$650.00
Subtotal:	0.05	\$650.00
Unreclaimed disturbance from previous year:	0.00	
Disturbance planned for reclamation this year	0.00	
Total	0.05	\$650.00

OTHER CONTACTS	
Contact Info	
Type of Contact:	Mine Manager Referral Point
Name:	Ian Knuckey
Phone:	(250) 347-9517
Email:	ian.knuckey@baymag.com
Mailing Address:	PO BOX 399 RADIUM HOT SPRINGS BC V0A 1M0 CANADA
Contact Info	
Type of Contact:	Site Operator
Company/Organization:	Baymag Inc.
Contact First Name:	Richard
Contact Last Name:	Creagan
Contact Phone:	(587) 315-6043
Contact Email:	richard.creagan@baymag.com
Extra Provincial Incorporation Number:	A0058423
Contact Address:	PO BOX 399 RADIUM HOT SPRINGS BC V0A 1M0 CANADA
Contact Info	
Type of Contact:	Tenure Holder
Company/Organization:	Baymag Inc.
Contact First Name:	Ian
Contact Last Name:	Knuckey
Contact Phone:	(250) 347-9517
Contact Email:	ian.knuckey@baymag.com
Extra Provincial Incorporation Number:	A0058423
Contact Address:	PO BOX 399 RADIUM HOT SPRINGS BC V0A 1M0 CANADA
Contact Info	
Type of Contact:	Permittee
Company/Organization:	Baymag Inc.
Contact First Name:	Richard
Contact Last Name:	Creagan

Contact Phone: (587) 315-6043
Contact Email: richard.creagan@baymag.com
Extra Provincial Incorporation Number: A0058423
Contact Address: PO BOX 399
RADIUM HOT SPRINGS BC V0A 1M0
CANADA

LOCATION

LAND INFORMATION

Description

Land Ownership Category: Provincial Crown Land

MAPS

Description

Filename

Mine Location/Tenure Map	20191002_2019ProposalPolygons_Figure01.pdf
Tenure Map	20191002_2019ProposalPolygons_Figure02.pdf
National and Provincial Park Boundaries	20191002_Park_Boundaries_Figure03.pdf
Proposed Work Assiniboine (5 year + 2020 Drill Location)	Copy(1) of 20190904_2019ProposalPolygons_Assiniboine_Flow_Direction.pdf
Proposed work Camp Gully and North Struna (5 Year) - Drill location not specified as drilling won't begin before 2021	20191002_2019ProposalPolygons_CG_NS.pdf

DOCUMENTS

Document Type

Description

Filename

Other	Project Description w/ proposed drill location (subject to change)	NOTICE OF WORK 2019.docx
Drawing to Scale	Location of proposed 2020 drilling area, approximate hose lay, water intake area, and flow direction	20190904_2019ProposalPolygons_Assiniboine_Flow_Direction.pdf
Point of diversion photo	Photo of Assiniboine Creek on west bank looking south towards trail-head.	Assiniboine Creek.jpg
Short term use of water location map	Topographic map showing the physical location of the property where the water is proposed to be used in relation to nearby communities, highways, and other water sources	20191003_Location_with_topo.pdf
Short term use of water location map	Topographic map showing physical location of water intake for Assiniboine creek with an approximate hose lay to the proposed drilling location.	Copy(2) of 20190904_2019ProposalPolygons_Assiniboine_Flow_Direction.pdf

Privacy Declaration

PRIVACY NOTE FOR THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

Personal information is collected under the legal authority of section 26 (c) and 27 (1)(a)(i) of the *Freedom of Information and Protection of Privacy Act (the Act)*.

The collection, use, and disclosure of personal information is subject to the provisions of the Act. The personal information collected will be used to process your inquiry or application(s). It may also be shared when strictly necessary with partner agencies that are also subject to the provisions of the Act. The personal information supplied in the application package may be used for referrals or notifications as required. Personal information may be used for survey purposes.

For more information regarding the collection, use, and/or disclosure of your personal information, please contact FrontCounter BC at 1-877-855-3222 or at

☒ **This check indicates that you have read and agree to the privacy declaration stated above.**

REFERRAL INFORMATION

Some applications may be passed on to other agencies, ministries or other affected parties for referral or consultation purposes. A referral or notification is necessary when the approval of your application might affect someone else's rights or resources or those of the citizens of BC. An example of someone who could receive your application for referral purposes is a habitat officer who looks after the fish and wildlife in the area of your application. This does not apply to all applications and is done only when required.

Name: Ian Knuckey
Phone: (250) 347-9517
Email: ian.knuckey@baymag.com
Mailing Address: PO BOX 399
RADIUM HOT SPRINGS BC V0A 1M0
CANADA

☒ **I hereby grant permission for the public release of the information provided above. This information will be used to fulfill, if required, the referral and advertising requirements of my application.**

IMPORTANT NOTICES

Please review the `Important Notices` below and then check the declaration confirming that everything in this application is complete and accurate.

- I understand that the submission of this Short Term Use of Water Approval does not provide authority under the Water Sustainability Act to divert, use or store water from a stream or to construct works. I also understand that my application must first be investigated and a decision made on the application as to whether an approval may be granted and, as part of that review, additional information may be requested of me.
- The application may be subject to further requirements under the federal Fisheries Act. Please refer to Fisheries and Oceans Canada Projects Near Water webpage (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) for information on how to ensure your project complies with the Fisheries Act.

DECLARATION

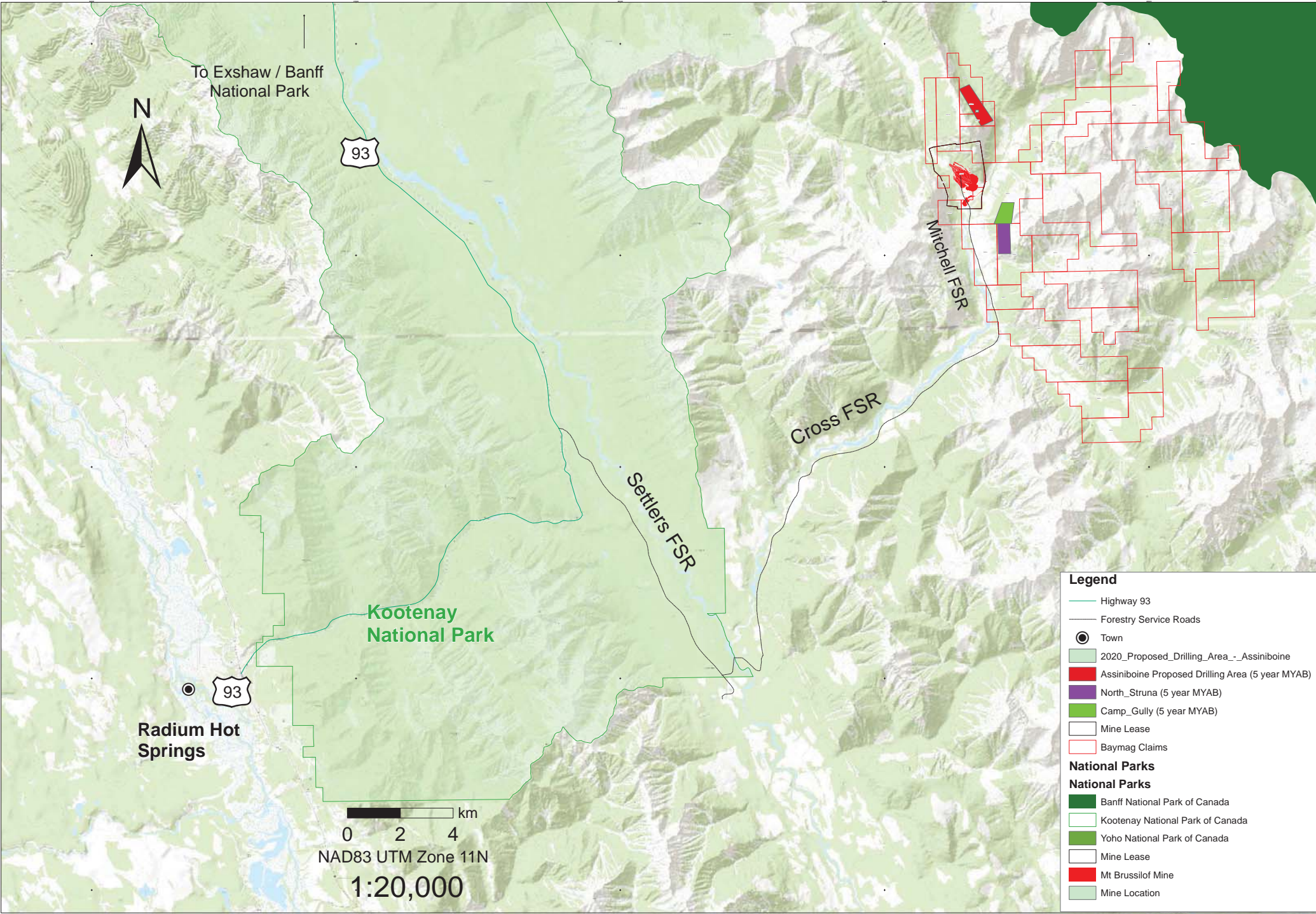
☒ By submitting this application form, I, declare that the information contained on this form is complete and accurate.

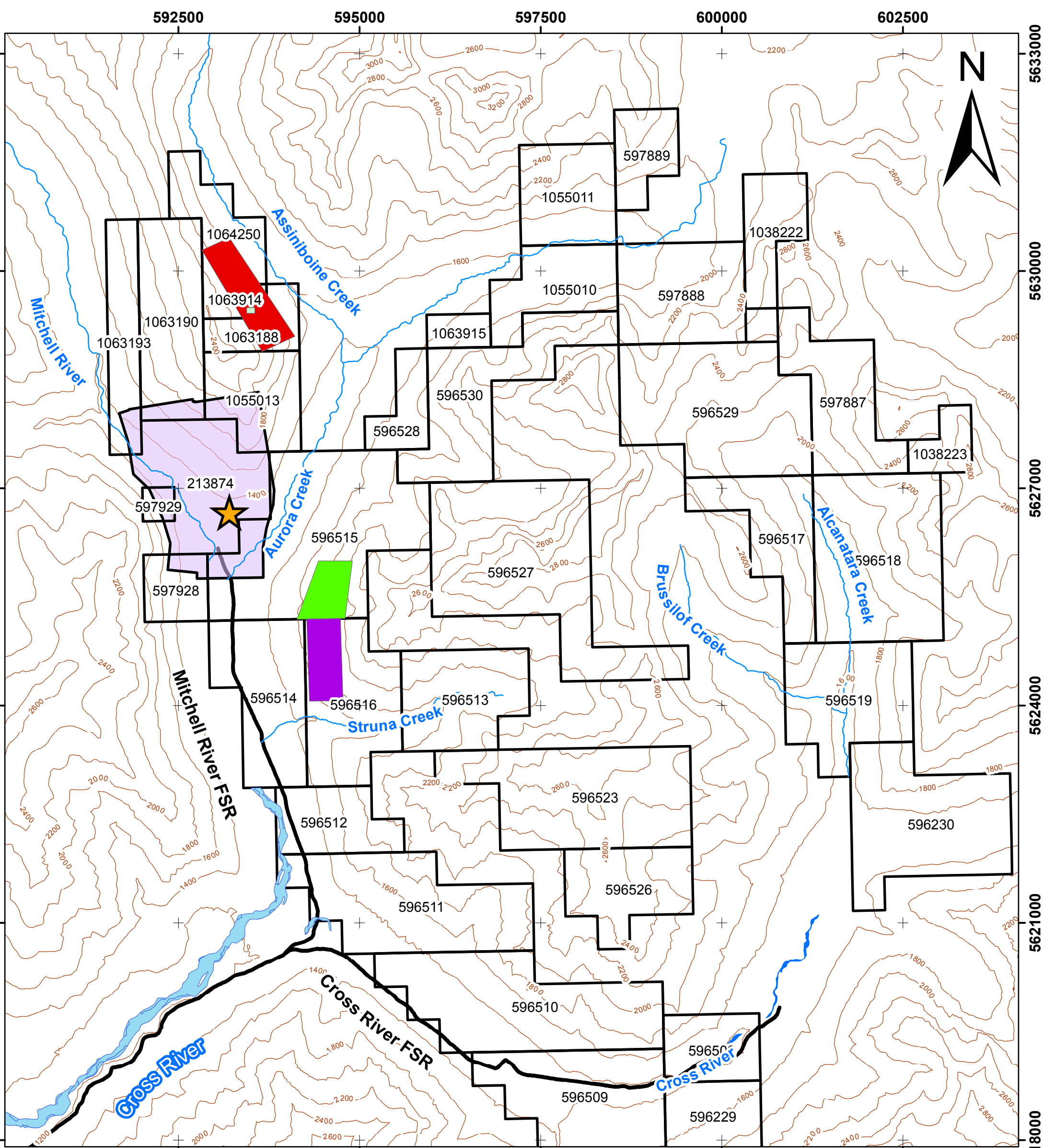
OFFICE

Office handling the application: Cranbrook

PROJECT INFORMATION

Authorization Request Type: Mines Notice of Work
Authorization Request Type: Water Use Approval





Legend

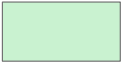








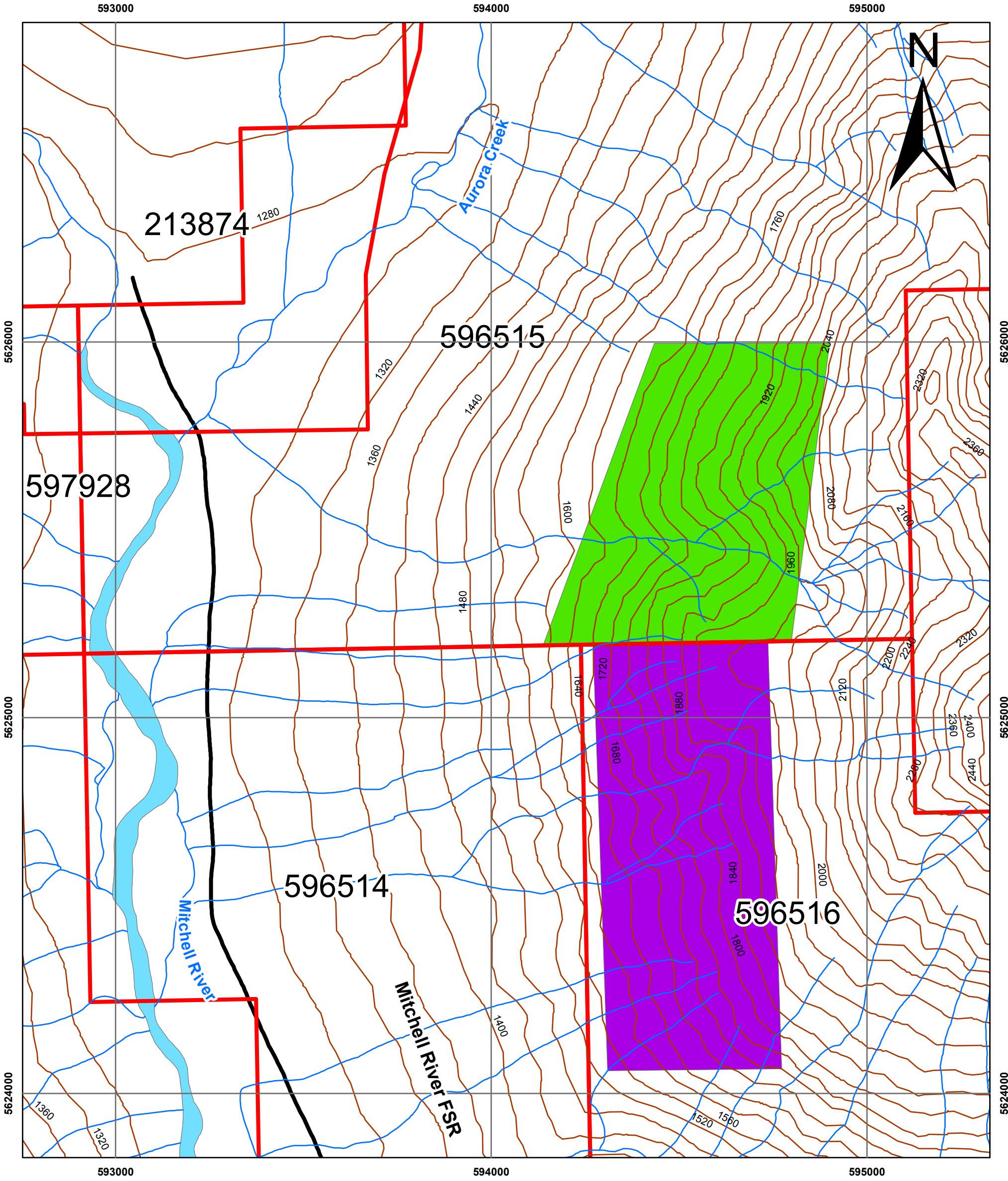
-  2020_Proposed_Drilling_Area_-_Assiniboine
-  Assiniboine Proposed Drilling Area (5 year MYAB)
-  North_Struna (5 year MYAB)
-  Camp_Gully (5 year MYAB)
-  Rivers
-  Baymag Claims
-  Mine Lease
-  Active Mine
-  Roads
- 596229** Tenure Number ID

Fig. 02: Baymag - Claim Map

1:50,000
0 1 2 km
Datum: NAD83
Projection: UTM Zone 11N





Legend

- Water Drainage
- Contours (40 m)
- Claim
- Waterbodies
- North Struna (5 Year)
- Camp Gully (5 Year)
- Roads

Fig. 04: Baymag - Claim Map and Drill Locations

Coordinate System: NAD 1983 UTM Zone 11N
Projection: Transverse MercatorDatum: North American 1983



1:10,000

Subject Development Services – Planning Monthly Report

Month April 2020

STATISTICS
(February 16 – March 15, 2020)

	2020	2019
INQUIRIES	208	312
BUILDING CHECKS	27	25

	----- ELECTORAL AREAS -----						YEAR	
	A	B	C	E	F	G	2020	2019
Agricultural Land Reserve				1			1	0
Bylaw Amendments (Zoning / Land Use / OCP)			1	1	1	1	4	6
DP			4	1	5		10	10
DVP / Bd. of Variance			2				2	3
Subdivision		1	2	2	2		7	0
MFLNRO Referrals	1			3			4	0
Other Agency Referrals (MoTI / Liquor Control etc.)						1	1	1
Other Permits & Agreements (Housing Agreements / Temp. Use / Floodplain Exemptions / Campground)							0	1
TOTALS 2020	1	1	9	8	8	2	29	
TOTALS 2019	3	1	10	4	3	0		21

Columbia Lake Management Plan

An invitation to participate has been distributed to prospective members of the Technical Advisory Group. A virtual workshop will be developed to allow for information sharing and engagement.

Steamboat Jubilee Mountain OCP

The public meeting scheduled for March 24th was postponed. Alternate plans for engagement on the draft OCP will be considered in order to keep the process moving ahead.

MINUTES of the Electoral Area C Advisory Planning Commission meeting held on Thursday, **March 12, 2020** in the Conference Room at the RDEK office in Cranbrook.

PRESENT

Lee-Ann Crane, Chair & Secretary
Wayne Stone

Herb Janzen
Jim Westwood

Ilene Lowing

ABSENT

Bob Bjorn, Vice Chair
Richard Wake

Chris Caron
Rob Gay, Electoral Area C Director

Roger Mitchell

The meeting was called to order at 7:00 pm.

DELEGATIONS

Hill – Portion of DL 3570 – Kirk Road – OCP and Zoning Amendments

Chris Hill presented information on their application to amend the Rockyview OCP and Electoral Area C South Zoning & Floodplain Management Bylaw to permit future subdivision of the subject property into two 5 ha lots. Using photos, Mr. Hill described the topography of the property, in particular the deep gully that runs through the middle. He noted that the Ministry of Transportation and Infrastructure is working through the process required to allow use of MOTI right-of-way for a driveway to one of the proposed new lots, that there are no water issues with wells in the area being of a depth of 180' to 200', and that the neighbours have no concerns with the proposed subdivision.

MINUTES

Moved by Wayne Stone

Seconded by Herb Janzen

That the minutes of the February 20, 2020 APC C meeting be adopted as circulated.

CARRIED

BYLAW AMENDMENT APPLICATION

P 720 304 Hill / Portion of DL 3570 – Kirk Road

Moved by Wayne Stone

Seconded by Jim Westwood

That the Hill application on the NW quarter of the NW quarter of the west half of DL 3570 on Kirk Road to:

- amend the Rockyview OCP designation from LH, Large Holdings to MH, Medium Holdings; and
- amend the zoning under Electoral Area C South Zoning & Floodplain Management Bylaw from RR-8, Rural Residential (Country) to RR-2, Rural Residential (Small Holding)

to permit future subdivision of the subject property, **be supported.**

CARRIED

The meeting adjourned at 7:15 pm.

**Advisory Planning Commission
Electoral Area E
Minutes
March 10, 2020
Jim Westwood's Residence
8563 Holmes Rd., Ft. Steele**

Present:

Jim Westwood, Chair
Susanne Ashmore, Vice Chair
Virginia West, Secretary
Bob Eccleston
Doug Barraclough
Cheryl Greenwood
Judy McPhee
Gord Olsen
Barry Garland
Director Jane Walter

1. Call to Order

Chair Jim Westwood called the meeting to order at 7:00 pm.

2. Delegations

Paul Twietmeyer, Renee Hetherington, and Robert Thompson attended the meeting and answered questions from the APC members.

3. Minutes

Moved by Cheryl Greenwood

Seconded by Bob Eccleston

That the minutes of the Advisory Planning Commission meeting held on February 11, 2020 be adopted.

CARRIED

4. Planning & Development Services Monthly Report

Moved by Barry Garland

Seconded by Bob Eccleston

That the monthly Planning & Development Services Report be received.

CARRIED

5. ALR Applications

5.1 P720 401 – Hetherington and Thompson non-adhering residential use (Terpsma) /Pighin Rd., Wycliffe

Moved by Bob Eccleston

Seconded by Doug Barraclough

That the Advisory Planning Commission recommends the Hetherington and Thompson non-adhering residential use application be supported.

CARRIED UNANIMOUSLY

5.2 P 720 404 – Twietmeyer ALR Exclusion / Banman Crescent, Meadowbrook

Moved by Cheryl Greenwood
Seconded by Barry Garland

That the APC recommends the Twietmeyer ALR Exclusion application be supported.

CARRIED UNANIMOUSLY

5.3 P 151 400 – Crown Land Meadowbrook / Section 80 for Roadway – Referral to RDEK (Greenwood)

Moved by Virginia West
Seconded by Gord Olsen

That the APC recommends the Greenwood Section 80 for Roadway - Referral application be supported.

CARRIED UNANIMOUSLY

6. Adjournment

The meeting adjourned at 8:00 pm.

The next meeting will be held on Tuesday, April 14, 2020 at Judy McPhee's residence.

Request for Decision Bylaw Amendment Application

File No: P 720 304
Reference: BL 2981 & 2982
Date: March 31, 2020

Subject: Bylaw Nos. 2981 & 2982 (Cranbrook North / Hill)
Applicant: Chris & Sharlynn Hill
Location: Kirk Road, Cranbrook North
Legal: The northwest quarter of the northwest quarter of the west half of District Lot 3570, Kootenay District

Proposal: To amend the OCP and zoning designation of the property to permit future subdivision. The proposed OCP designation change is from LH, Large Holdings to MH, Medium Holdings and the proposed zoning designation change is from **RR-8**, Rural Residential (Country) Zone to RR-2, Rural Residential (Small Holding) Zone.

Options:

1. THAT Bylaw No. 2981 cited as "Regional District of East Kootenay – Rockyview Official Community Plan Bylaw No. 2255, 2010 – Amendment Bylaw No. 25, 2020 (Cranbrook North / Hill) be introduced.
2. THAT Bylaw No. 2982 cited as (Regional District of East Kootenay – Electoral Area C South Zoning & Floodplain Management Bylaw No. 2913, 2019 – Amendment Bylaw No. 4, 2020 (Cranbrook North / Hill) be introduced.
3. THAT Bylaw No. 2981 cited as "Regional District of East Kootenay – Rockyview Official Community Plan Bylaw No. 2255, 2010 – Amendment Bylaw No. 25, 2020 (Cranbrook North / Hill) not proceed.
4. THAT Bylaw No. 2982 cited as (Regional District of East Kootenay – Electoral Area C South Zoning & Floodplain Management Bylaw No. 2913, 2019 – Amendment Bylaw No. 4, 2020 (Cranbrook North / Hill) not proceed.

Recommendation: **Options 3 & 4**
Although the proposal has some consistency with parcel sizes in the surrounding area, subdivision is generally not supported in this area unless currently zoned for subdivision or have an OCP designation of R-RES.

Property Information:

Current OCP Designation: LH, Large Holdings

Proposed OCP Designation: MH, Medium Holdings

OCP Policies:

- Residential developments are encouraged to be designed to meet the needs of permanent full-time residents.

**Property
Information -
cont'd:**

- Subdivision is generally not supported within the Cranbrook North subarea, with the exception of those parcels currently zoned for subdivision, parcels designated R-RES or subdivision for a relative as per the provisions of the zoning bylaw and the Local Government Act.

Current Zone Designation: RR-8, Rural Residential (Country) Zone (minimum parcel size: 8 ha)

Proposed Zone Designation: RR-2, Rural Residential (Small Holding) Zone (minimum parcel size: 2 ha)

Parcel Size: 4 ha (10 ac)

Density:

Existing: Vacant

Proposed: 2 residential lots

ALR Status: Not within the ALR

Interface Fire Hazard Rating: High, within the Cranbrook Rural fire protection area

BC Assessment: Residential (vacant)

Water and Sewer Services: Onsite

Flood Hazard Rating: The subject property is not identified as being within a flood hazard rating area.

**Professional
Studies:**

None

**Additional
Information:**

- The application states that access for proposed Lot A is already existing on the northeast side of the property via a registered easement through a portion of private property off Klahanni Drive. Access for proposed Lot B will be through the existing MoTI right of way off Kirk Rd.
- The applicants have stated that there is a significant gully that separates the property and the proposed subdivision plan follows the gully, creating two private parcels.

Consultation:

APC Area C: Support

Referral Agencies:

- **Interior Health Authority:** Interests unaffected.
- **Transportation & Infrastructure:** No comments to date.
- **Environment:** Any fencing must be wildlife friendly.
- **Ktunaxa Nation Council:** No comments to date.
- **School District No. 5:** No response.

**Consultation -
cont'd:**

- **Telus:** No response.
- **City of Cranbrook:** Interests unaffected.

**Documents
Attached:**

- Amending Bylaws
- Location Map
- Land Use Map
- OCP Map
- Zoning Map
- Proposal

**RDEK
Contact:**

Krista Gilbert, Planning Technician
Phone: 250-489-0314
Email: kgilbert@rdek.bc.ca

BYLAW NO. 2981

WHEREAS the Board of the Regional District of East Kootenay has received an application to amend Bylaw No. 2255;

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

1. This Bylaw may be cited as "Regional District of East Kootenay – Rockyview Official Community Plan Bylaw No. 2255, 2010 – Amendment Bylaw No. 25, 2020 (Cranbrook North / Hill)."
2. The designation of the northwest quarter of the northwest quarter of the west half of District Lot 3570, Kootenay District, outlined on the attached Schedule A, which is incorporated in and forms part of this Bylaw, is amended from LH, Large Holdings to MH, Medium Holdings.

READ A THIRD TIME the day of _____, 2020.

ADOPTED the day of , 2020.

CORPORATE OFFICER

**LH
to
MH**

Date _____

REGIONAL DISTRICT OF EAST KOOTENAY

BYLAW NO. 2982

A bylaw to amend Bylaw No. 2913 cited as "Regional District of East Kootenay – Electoral Area C South Zoning & Floodplain Management Bylaw No. 2913, 2019."

WHEREAS the Board of the Regional District of East Kootenay has received an application to amend Bylaw No. 2913;

AND WHEREAS the Board deems it desirable to make this amendment as aforementioned;

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

1. This Bylaw may be cited as "Regional District of East Kootenay – Electoral Area C South Zoning & Floodplain Management Bylaw No. 2913, 2019 – Amendment Bylaw No. 4, 2020 (Cranbrook North / Hill)."
2. The designation of the northwest quarter of the northwest quarter of the west half of District Lot 3570, Kootenay District, outlined on the attached Schedule A, which is incorporated in and forms part of this Bylaw, is amended from RR-8, Rural Residential (Country) Zone to RR-2, Rural Residential (Small Holding) Zone.

READ A FIRST TIME the day of , 2020.

READ A SECOND TIME the day of , 2020.

READ A THIRD TIME the day of , 2020.

ADOPTED the day of , 2020.

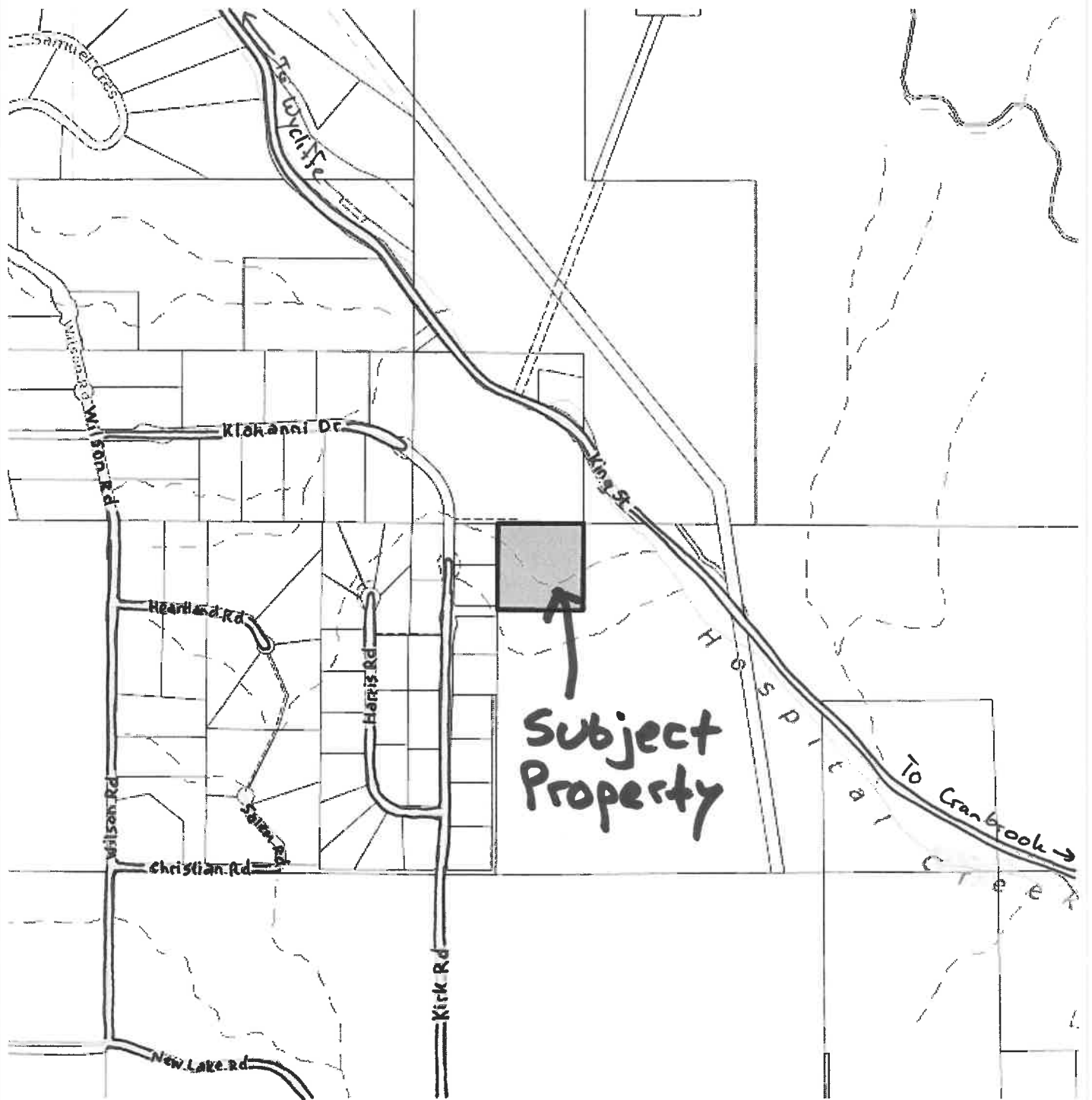
CHAIR

CORPORATE OFFICER

RR-8 to RR-2

Date _____

Location Map



Notes:

500 0 250 500 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
RDEK GeoViewer - 2-12-2020 11:12 AM

Scale = 1: 20,000



THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Land Use Map



Notes:

200 0 100 200 Meters

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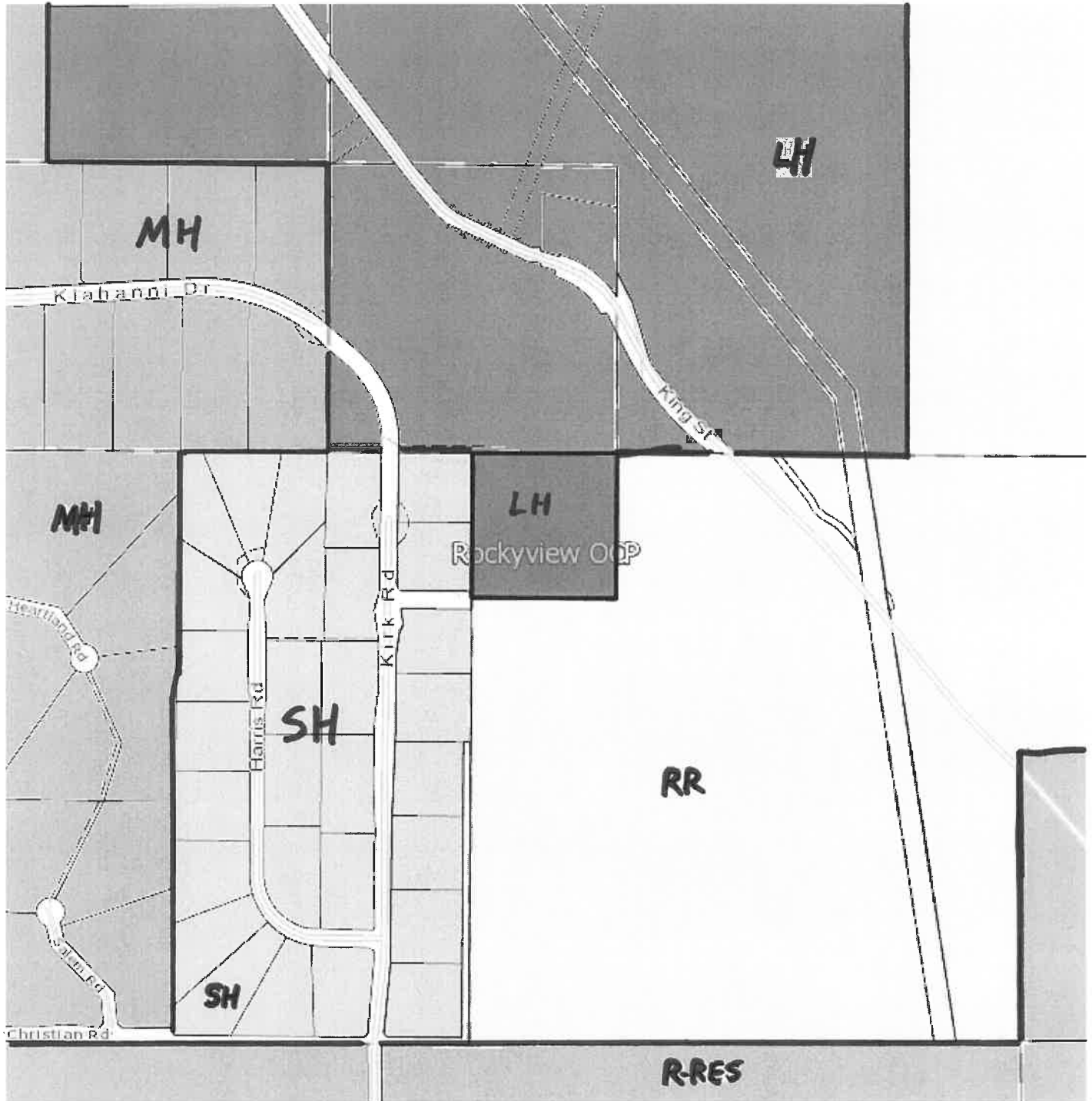
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OCP Designation Map



Notes:

300 0 150 300 Meters

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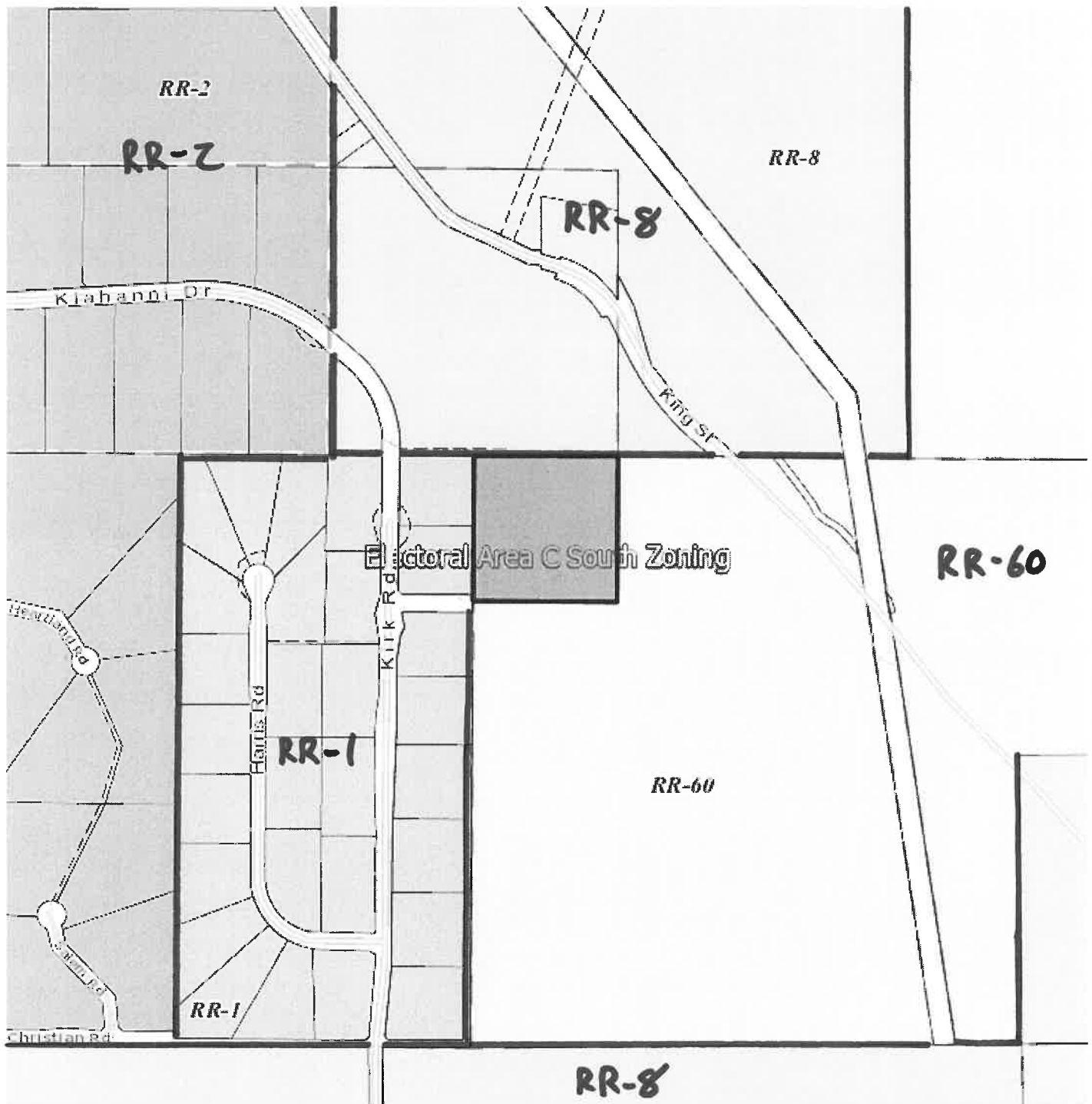
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Zone Designation Map



Notes:

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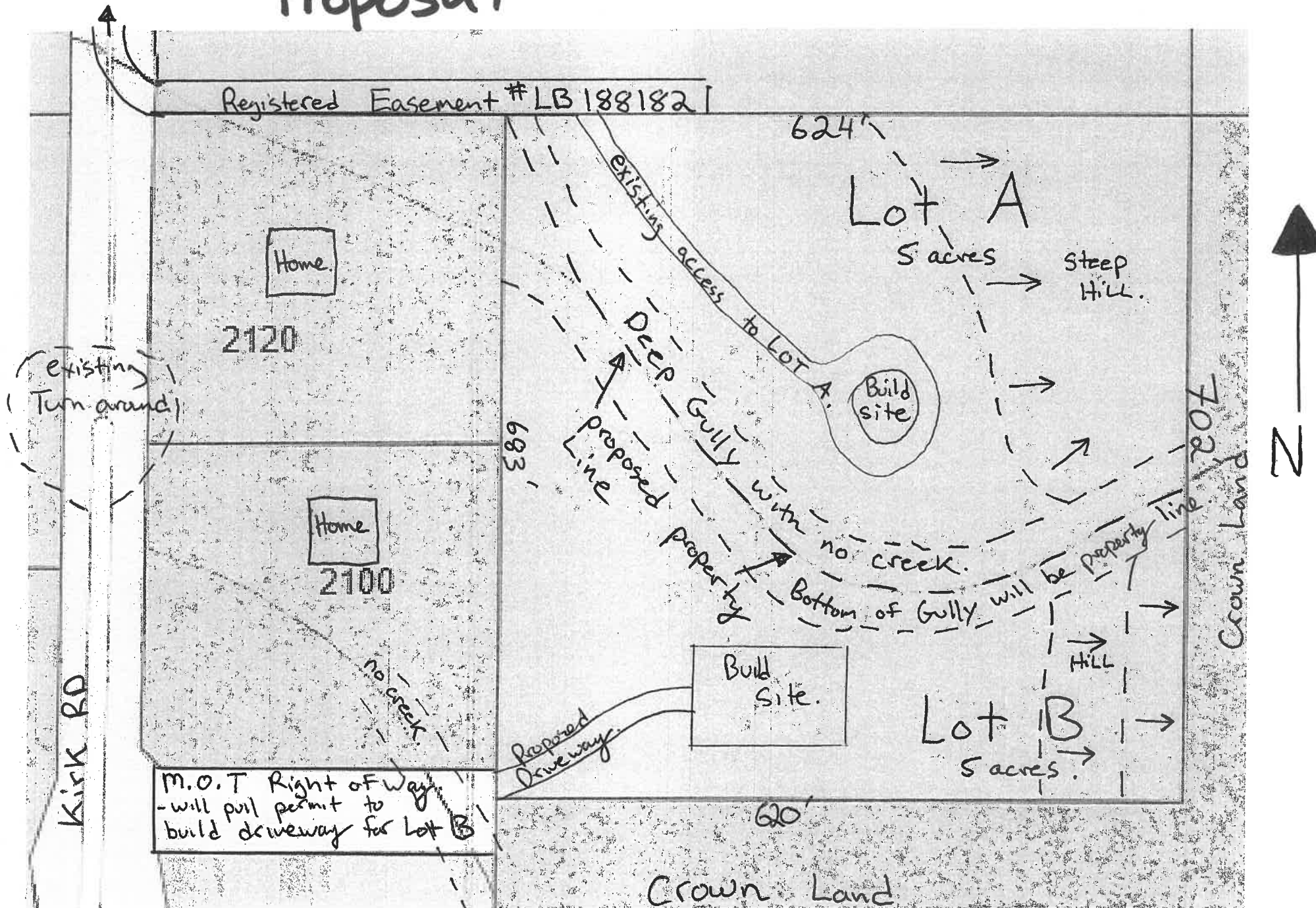
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Klahanni Drive Proposal



Request for Decision ALR Exclusion Application

File No: P 720 204
Reference: 60253
Date: March 20, 2020

Subject: ALR Exclusion – Kragmont / Williamson
Applicant: Janet and Jason Williamson
Agent: Janet Williamson
Location: 1665 Conroy Road North, Kragmont
Legal: Lot 2, District Lot 132, Kootenay District, Plan 7974

Proposal: To exclude their property from the ALR.

Options:

1. THAT the Agricultural Land Commission be advised the RDEK supports the Williamson ALR exclusion application for their property at 1665 Conroy Road North in Kragmont.
2. THAT the Williamson ALR exclusion application for their property at 1665 Conroy Road North in Kragmont, be refused.

Recommendation: **Option # 1**
Schedule C of the OCP identifies the subject property as having potential for ALR exclusion, as does the boundary review completed by the ALC in 2015.

Property Information: **OCP Land Use Designation:** SH, Small Holdings which supports low density residential development with minimum parcel sizes in the range of 0.2 ha to 2.0 ha.

OCP Objectives and Policies:

- Land in the ALR is generally designated and supported for agricultural use.
- To reduce the potential for negative impacts on agriculture and resource based activities, ALR subdivision and exclusion outside of the areas identified on Schedule C are generally not supported.

Zoning Designation: RS-4, Residential (Acreage) Zone which has a minimum parcel area requirement of 0.4 ha.

Parcel Size: 0.47 ha (1.17 ac)

Density: One Single Family Dwelling

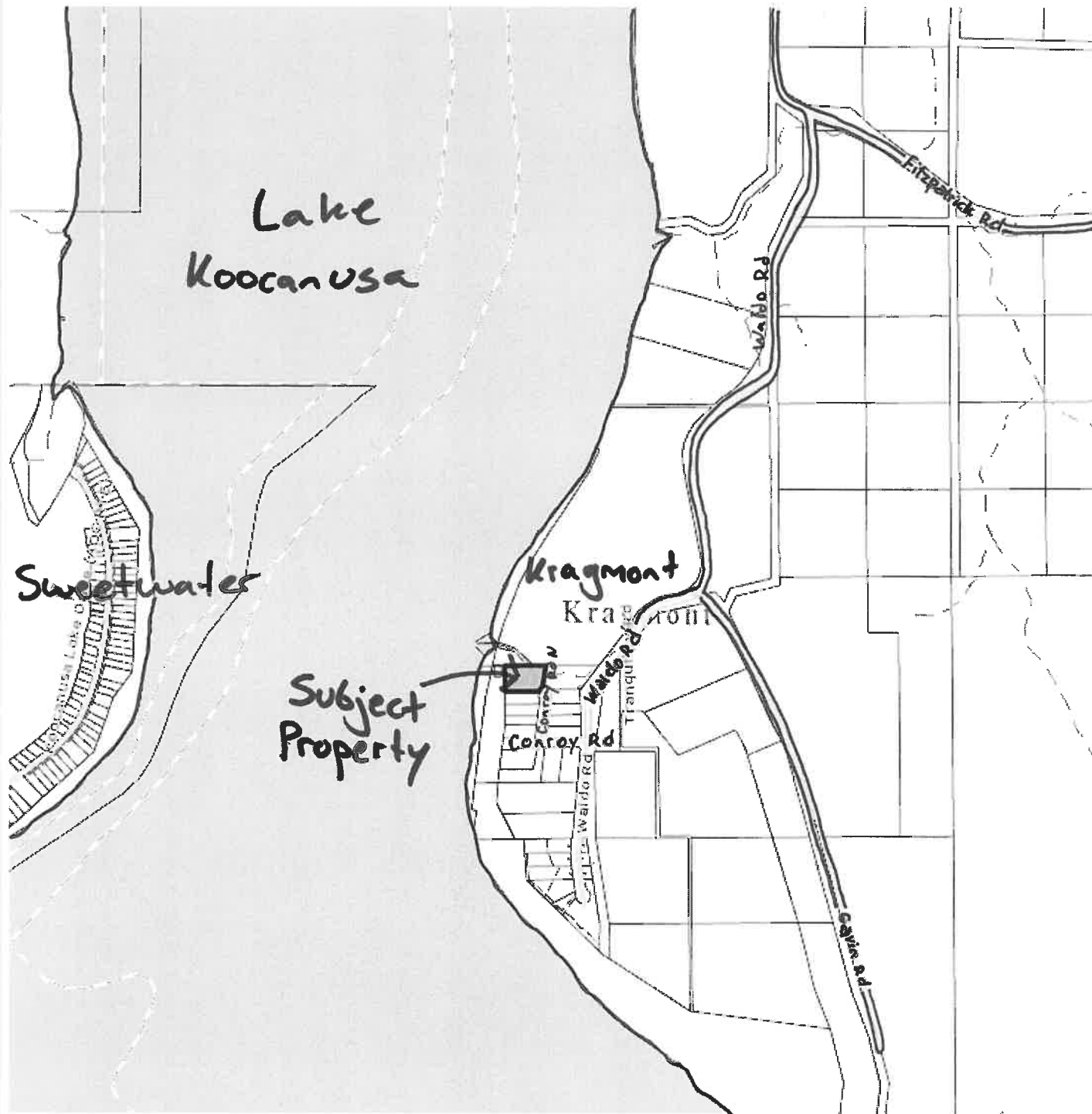
Interface Fire Hazard Rating: Ranging from moderate to high, within the Baynes Lake Fire Protection Service area.

BC Assessment: Residential (SFD)

Water / Sewer Services: Onsite

Property Information - cont'd:	Flood Hazard Rating: The subject property is not identified as being within a flood hazard rating area.
Agricultural Capability Ratings:	The Canada Land Inventory (CLI) Agricultural Capability Maps indicate that the western portion of the property is considered 60% Class 4 with limiting factors of excess water and topography and 40% Class 5 with a limiting factor of excess water. The 60% Class 4 portion is considered improvable to Class 3 with the same limiting factors. The eastern portion of the property is considered 70% Class 6 and 30% Class 7, both with a limiting factor of topography. It is not considered improvable.
Agrologist Report:	Not required
Additional Information:	<ul style="list-style-type: none">▪ The application states that the owners would like to rebuild the existing cabin on the property and would like to be removed from the ALR to have more flexibility as the 500 m2 total floor area of a dwelling in the ALR may potentially be a problem for new construction of the home and garage.▪ The application states that in 2015 the ALC completed a boundary review in the area. The ALC review supported exclusion of the subject property and surrounding area from the ALR. The previous owners opted to stay within the ALR at that time, but the current owners disagree with their decision and feel the property should be excluded.▪ The application states that the majority of the subject land is a steep coulee and the remaining flat portion of the property is either paved or landscaped.
Consultation:	APC Area B: The Electoral Area B APC meeting has been cancelled for the month of March.
Documents Attached:	<ul style="list-style-type: none">▪ Location Map▪ Land Use Map▪ ALR Boundary Map▪ Part of Schedule C – Baynes Lake OCP▪ Agricultural Capability Map and Key▪ Aerial photos provided by applicant
RDEK Contact:	Krista Gilbert, Planning Technician Phone: 250-489-0314 Email: kgilb42@rdek.bc.ca

Location Map



Notes:

500 0 250 500 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
RDEK GeoViewer - 2-7-2020 11:22 AM

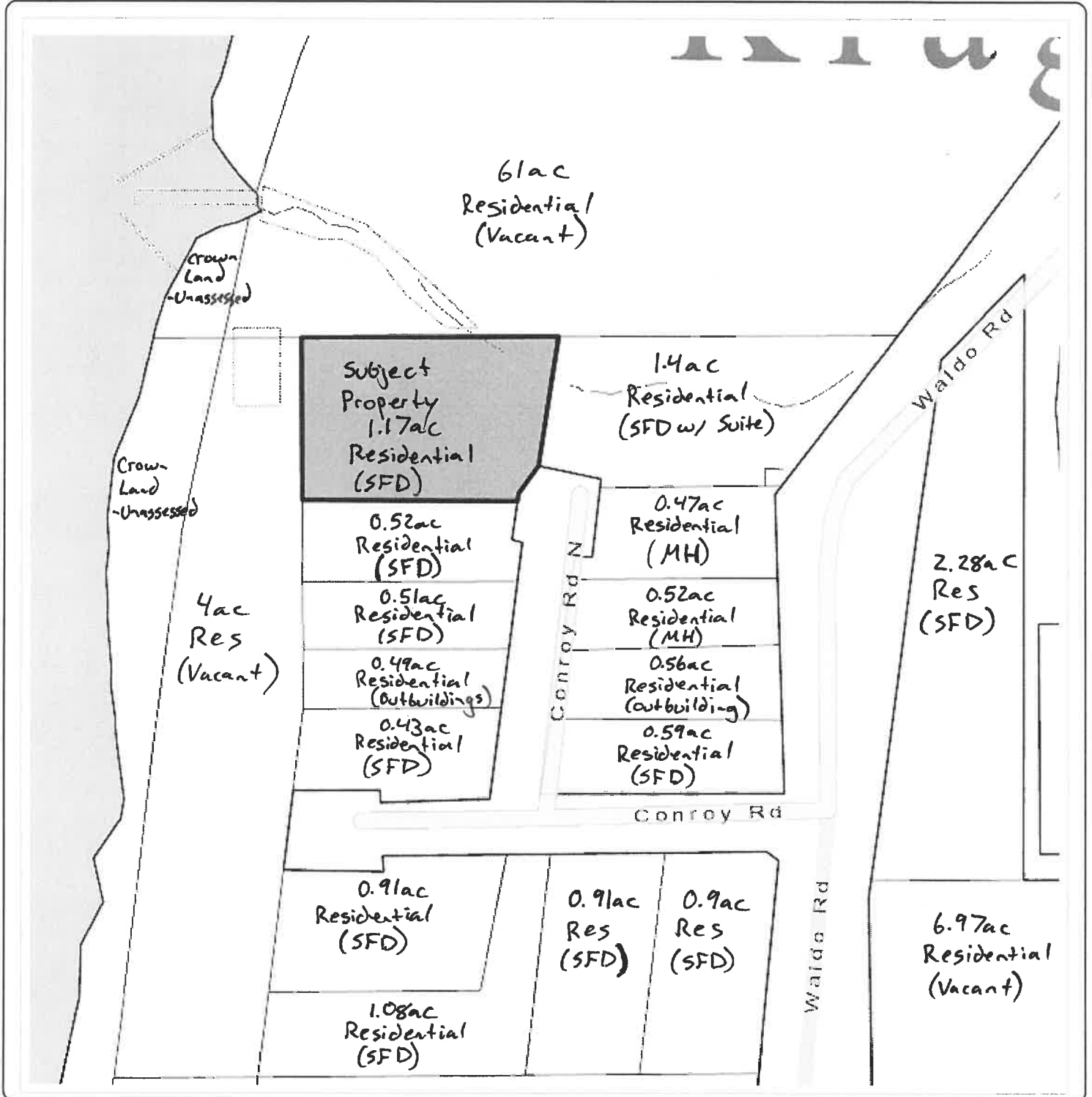
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Land Use Map



Notes:

75 0 38 75 Meters

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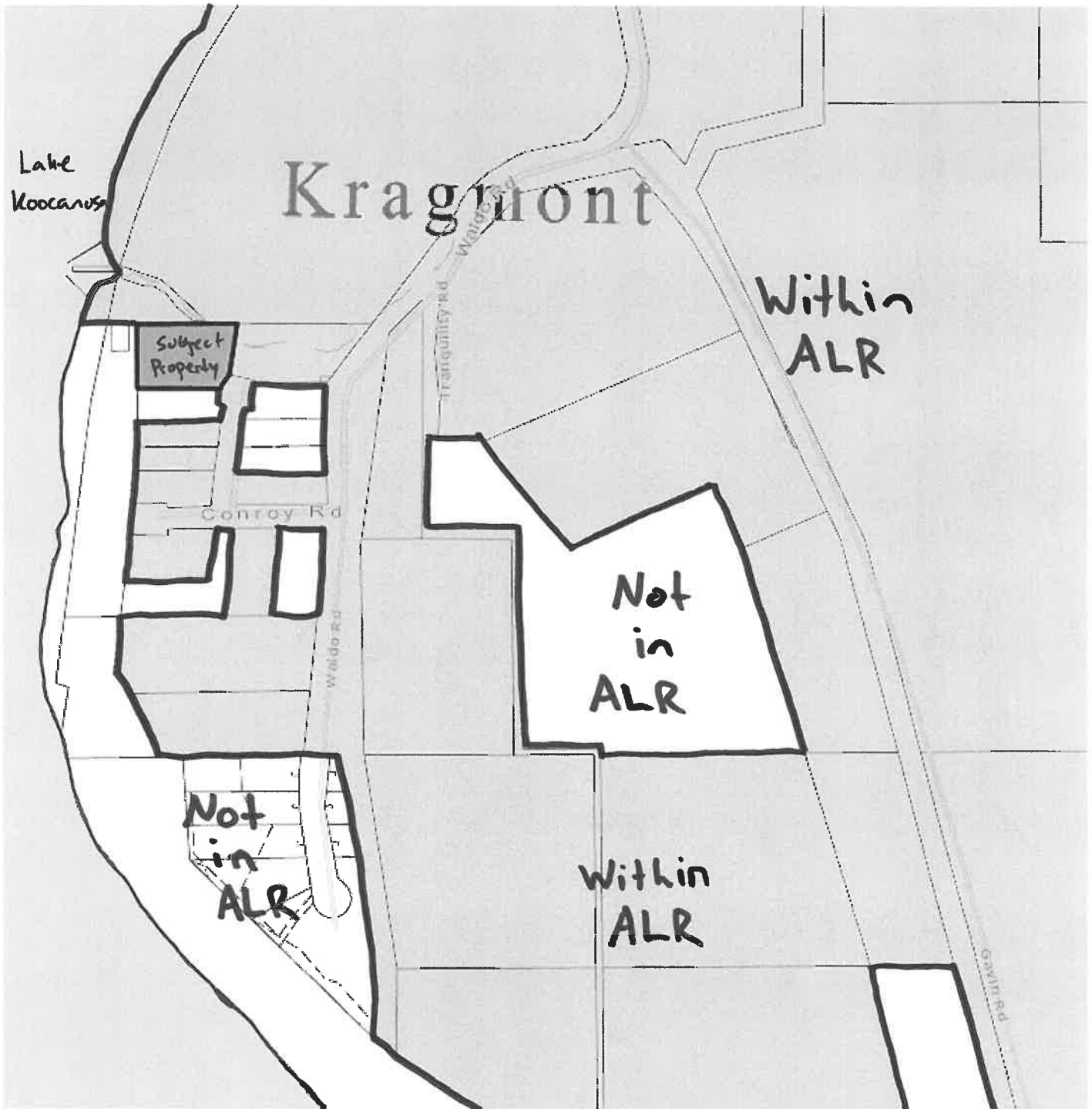
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ALR Boundary Map



Notes:

200 0 100 200 Meters

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RDEK GeoViewer - 2-7-2020 11:25 AM

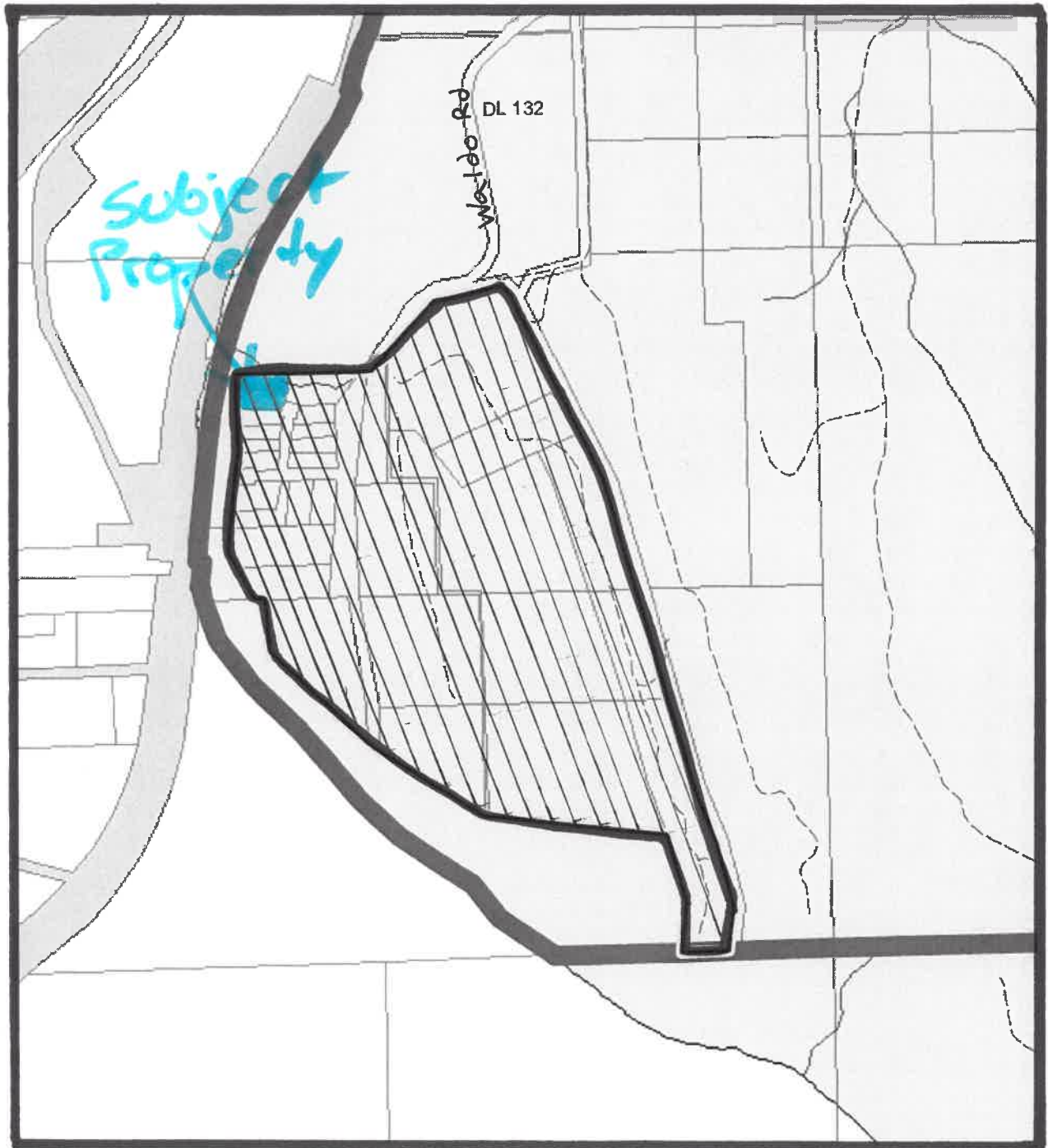
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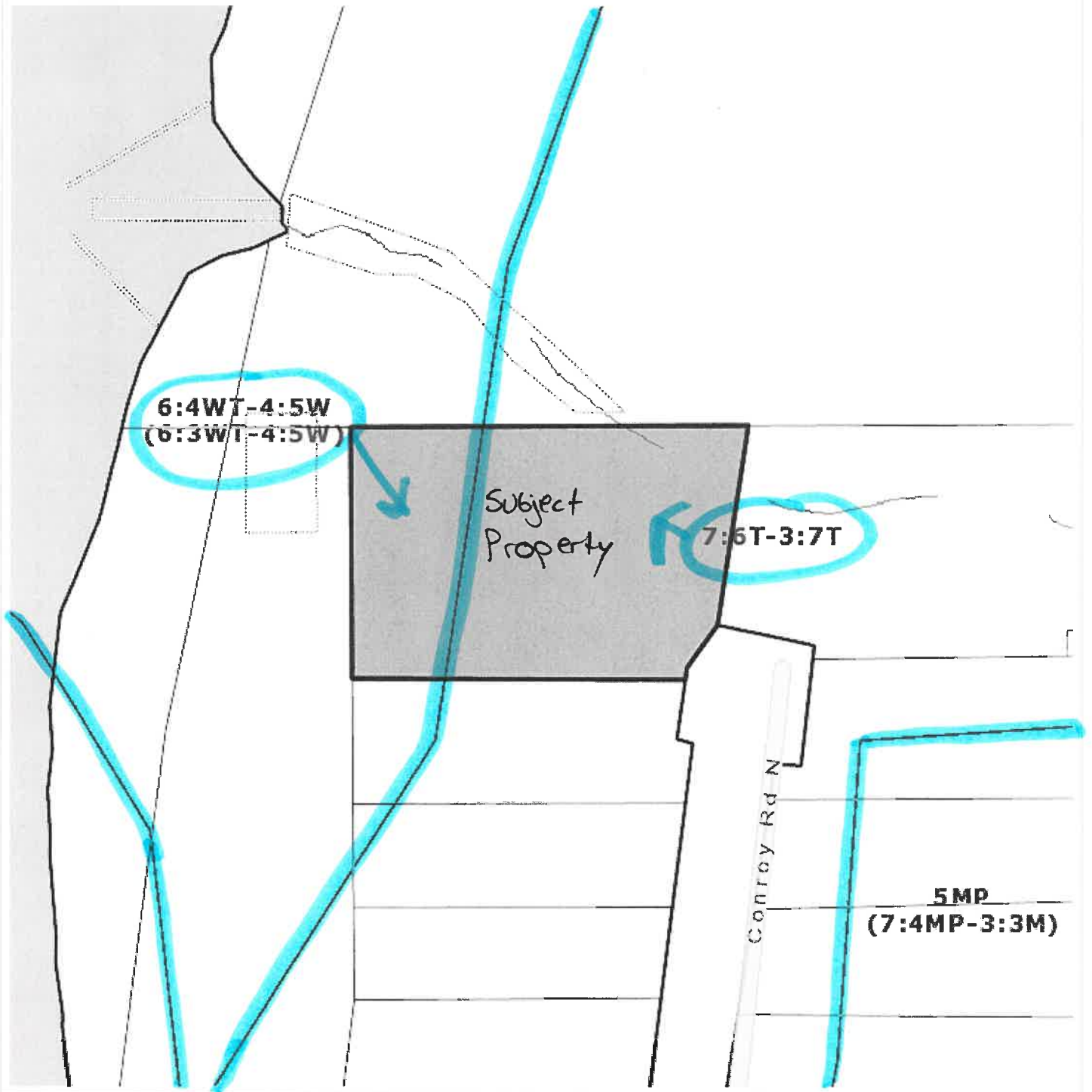
THIS MAP IS NOT TO BE USED FOR NAVIGATION

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Baynes Lake
OCP - part
of Schedule C



Agricultural Capability Map



Notes:

50 0 25 50 Meters

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RDEK GeoViewer - 2-7-2020 11:28 AM

Scale = 1:2,000



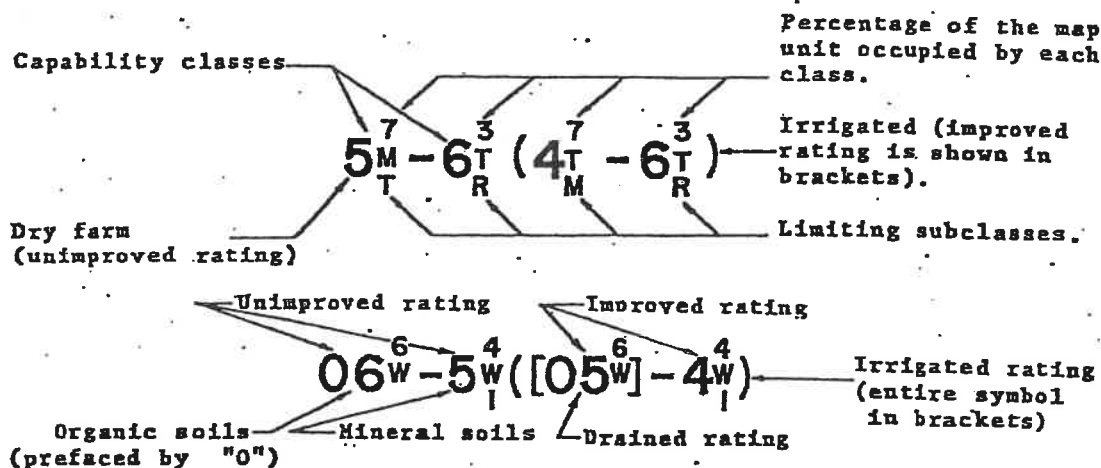
THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

KEY FOR INTERPRETATION OF AGRICULTURE CAPABILITY MANUSCRIPT MAPS (B.C.)

There are 7 capability classes for agriculture with 1 representing the highest class and 7 representing the lowest. In some areas of the province, two ratings are shown: one for dry farming and a second for irrigated or drained (improved) conditions. The irrigated ratings are shown enclosed in round brackets while the drained ratings appear in square brackets. In all cases improved ratings have precedence over dry farm ratings.

Example Classifications



The agriculture capability classes are determined on the relative range of crops the land can produce.

a) Capability Classes

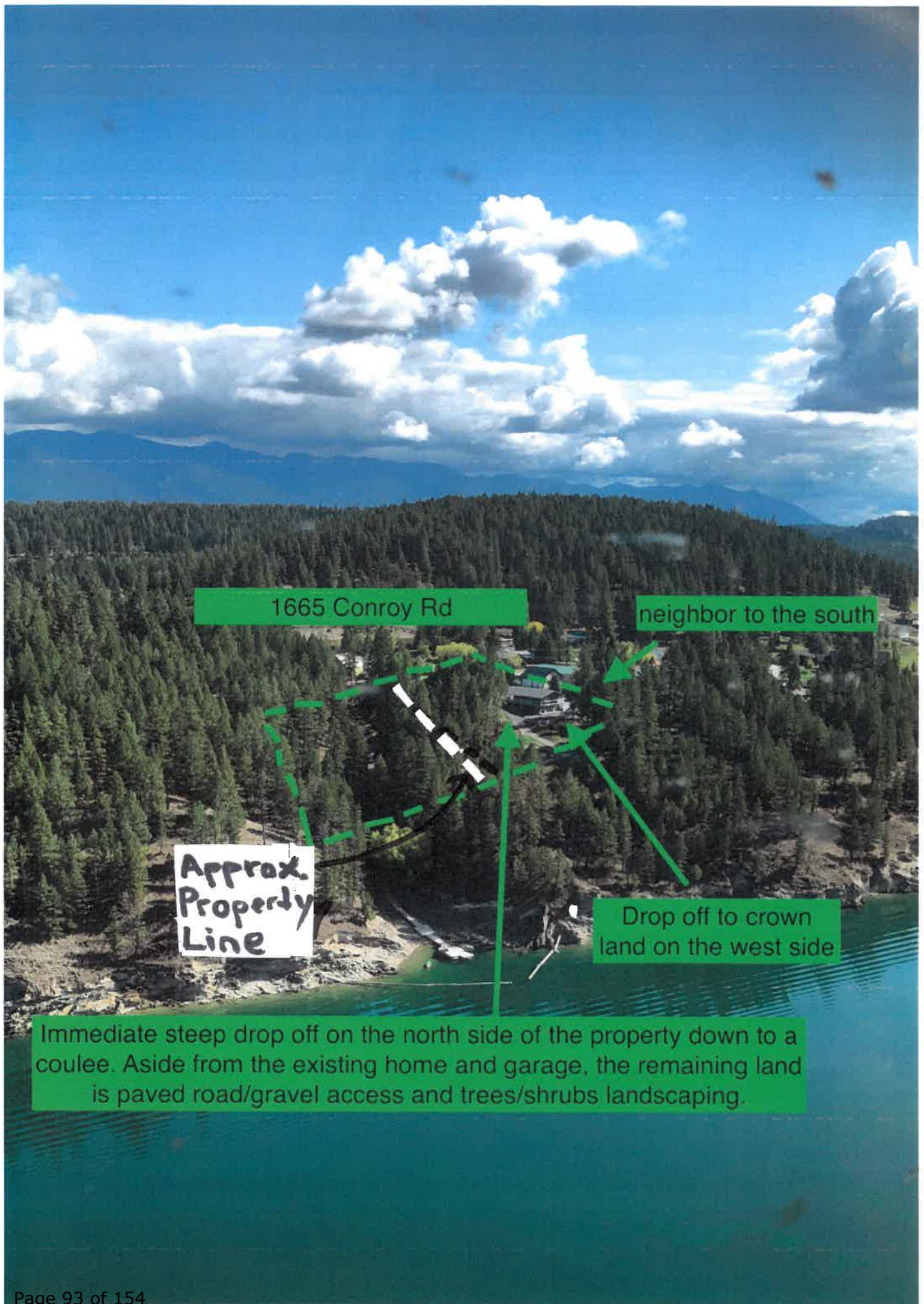
- Class 1 - widest range of crops
- Class 2
- Class 3 } reduced range of crops caused by a number of limiting
- Class 4 } factors (subclasses)
- Class 5 - only permanent pasture or forage
- Class 6 - natural grazing
- Class 7 - no productivity

b) Limiting Subclasses

- C - adverse climate
- D - undesirable soil structure
- E - erosion
- F - low fertility
- I - inundation (flooding)
- M - moisture deficiency (droughtiness)
- N - salts
- P - stoniness
- R - bedrock near the surface
- T - topography (slope)
- W - excess water
- X } combination of soil factors
- S } cumulative and minor adverse characteristics

Tree fruit and grape growing areas: these crops are tolerant of soil conditions that limit field crops. Steep and stonier soils in suited climates have been upgraded to accommodate the expanded range of crops. e.g. A class 5T soil dry farmed becomes a 3T irrigated in an area climatically suited to tree fruits.

Note: A more detailed 16 page manual entitled Soil Capability Classification for Agriculture is available from the Lands Directorate, Lands Forests and Wildlife Service, Department of the Environment, Ottawa, Ontario, K1A 0H3.



1665 Conroy Rd

neighbor to the south

Approx.
Property
Line

Drop off to crown
land on the west side

Immediate steep drop off on the north side of the property down to a coulee. Aside from the existing home and garage, the remaining land is paved road/gravel access and trees/shrubs landscaping.



Request for Decision ALR Exclusion Application

File No: P 720 404
Reference: 60237
Date: March 23, 2020

Subject: ALR Exclusion – Meadowbrook / Twietmeyer
Applicant: Paul and Debbie Twietmeyer
Agent: Paul Twietmeyer
Location: 8078 Banman Crescent, Meadowbrook area
Legal: Lot 1, District Lot 9939, KD, Plan 8316

Proposal: To exclude their property from the ALR

Options:

1. THAT the Agricultural Land Commission be advised the RDEK supports the Twietmeyer ALR exclusion application for their property at 8078 Banman Crescent in Meadowbrook.
2. THAT the Twietmeyer ALR exclusion application for their property at 8078 Banman Crescent in Meadowbrook, be refused.

Recommendation: Option #1
The requested exclusion is supported by OCP policies.

Property Information: **OCP Designation:** LH, Large Holdings which supports rural residential development and rural resource land uses with parcel sizes in the range of 2.0 ha to 8.0 ha.

Agricultural OCP Policies:

- Land in the ALR is generally designated and supported for agricultural use.
- Preservation and continued use of agricultural land for present and future food production is encouraged.
- ALR land in the plan area that was identified in the ALR boundary review as suitable for exclusion is designated on **Schedule C**. Group applications to exclude the identified parcels are encouraged. (The subject property is highlighted on Schedule C as suitable for exclusion).
- The implementation of applicable recommendations from the Regional District Agricultural Plan is supported.
- ALR applications for non-farm use, subdivision, or exclusion should identify opportunities to improve the agricultural capacity, protect productive soils and provide a net benefit to agriculture for the lands that remain within the ALR.

Zoning Designation: RR-4, Rural Residential (Hobby Farm) Zone, minimum parcel size: 4 ha.

**Property
Information -
cont'd:**

Parcel Size: 4.5 ha (11 ac)

Density: One single family dwelling is permitted. A secondary dwelling for a farm hand is permitted in the RR-4 zone. Pursuant to the zoning bylaw, all dwelling units must be located on a contiguous area of the parcel not larger than 2 ha in size.

ALR Status: Within the ALR.

Interface Fire Hazard Rating: Ranging from low to high, not within a fire protection area.

BC Assessment: Residential (with a manufactured home).

Water / Sewer Services: Onsite

Flood Hazard Rating: The property is not identified as being within a flood hazard nor a special policy area for flooding.

**Agricultural
Capability
Ratings:**

The majority of the property is Class 4 with limiting factors of stoniness and cumulative and minor adverse characteristics. The Class 4 land has an improved rating of Class 3 with stoniness as a limiting factor. A smaller area at the south of the property is Class 5 with limiting factors of topography and stoniness and this portion is considered improvable to Class 4 with the same limiting factors.

Agrologist Report: Not required. Properties identified for exclusion on Schedule C of the OCP do not require an agrologist report.

**Additional
Information:**

- A Notice on Title recommendation exists for the subject property. In 2012, the RDEK issued a building permit for the owner's main dwelling on the condition that the mobile home be removed from the property prior to occupancy of the new dwelling. Over the years of construction of their new dwelling, the owners decided they prefer to keep the mobile home on the property.
- In 2018, the owner's application for the mobile home as a farm hand dwelling was supported by the RDEK but refused by the ALC. Following this, the owners have now applied for exclusion from the ALR.
- The exclusion itself does not permit the second home. Farm classification with BC Assessment and a demonstrated need for farm help is still required by the RDEK to have a farm help dwelling whether the property is in the ALR or not.
- If the exclusion application is successful and if the owner is granted 'farm classification' from BC Assessment, and if the owner demonstrates the need for their farm dwelling, they will be able to apply to the RDEK for a building permit for the mobile home as a farm hand home.

Consultation: **Advisory Planning Commission:**

Area E: Support recommended

Documents

Attached:

- Location Map
- ALR Boundary Map
- Agricultural Capability Map & Legend
- Land Use Map
- OCP Schedule C & Policies
- Site Plan from Applicant

Documents

Attached – cont'd:

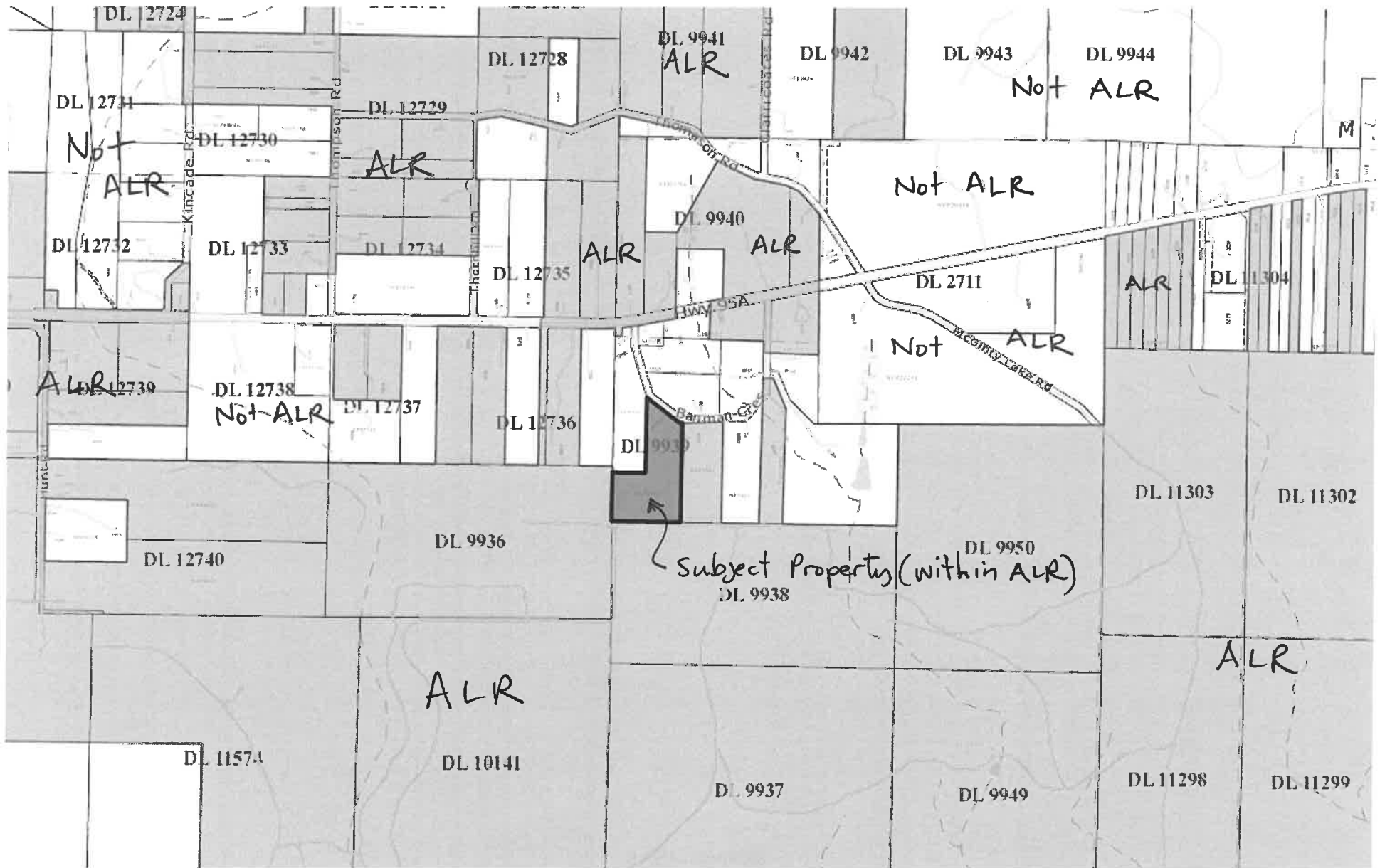
- Aerial Photo
- Photos from Applicant

RDEK

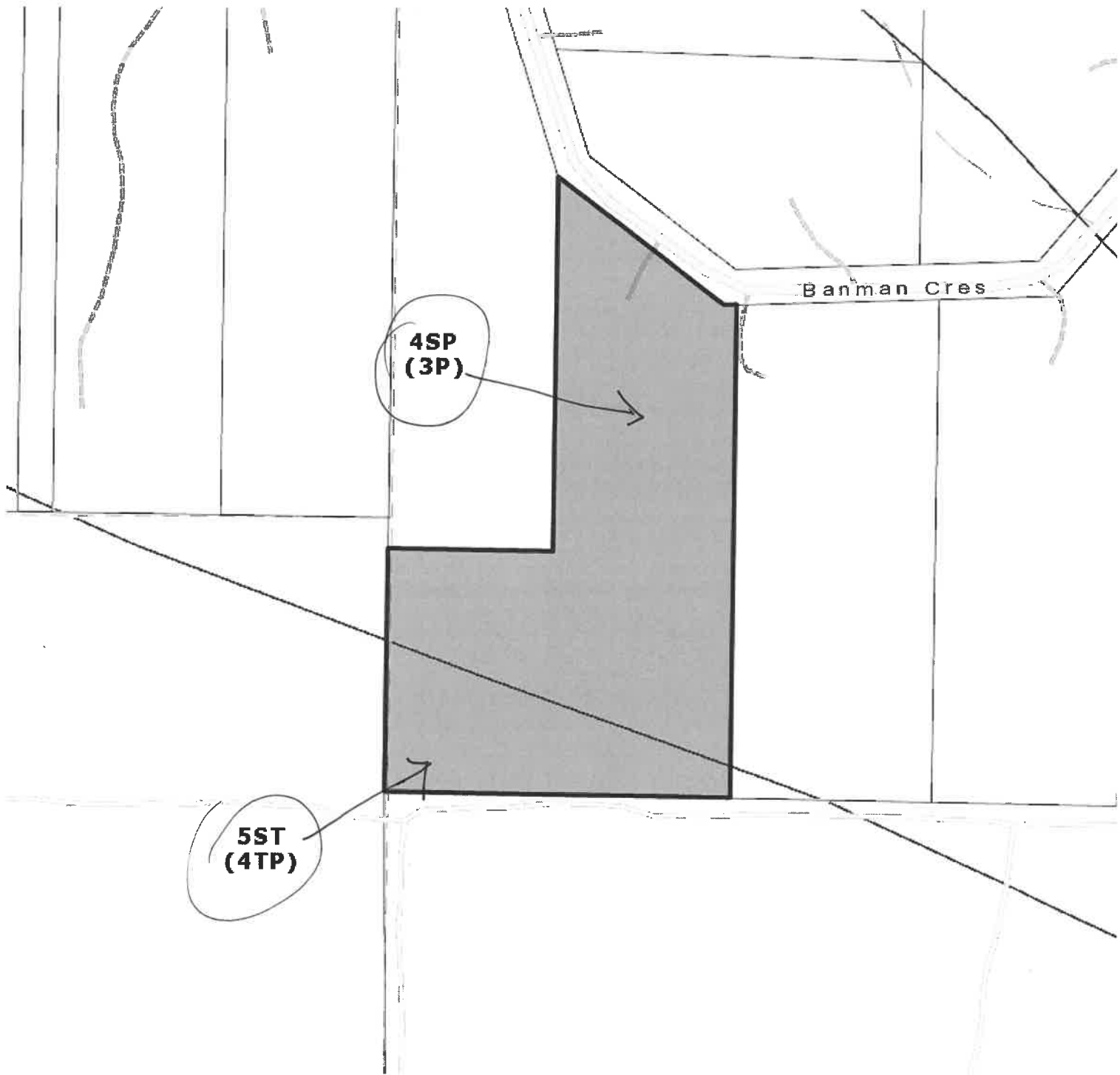
Contact:

Tracy Van De Wiel, Planning Technician 2
Phone: 250-489-0306
Email: tvandewiel@rdek.bc.ca

ALR Boundary Map



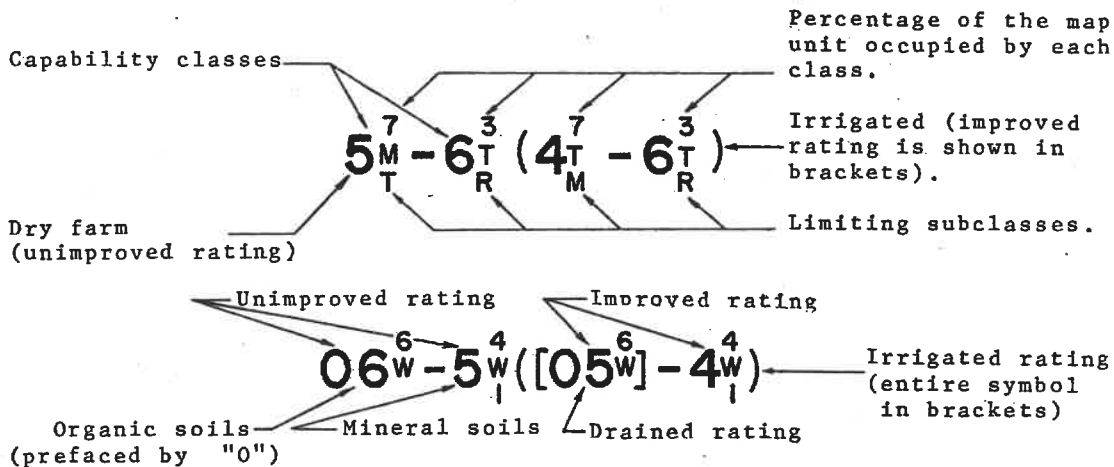
Agricultural Capability of Soil - Map



KEY FOR INTERPRETATION OF AGRICULTURE CAPABILITY MANUSCRIPT MAPS (B.C.)

There are 7 capability classes for agriculture with 1 representing the highest class and 7 representing the lowest. In some areas of the province, two ratings are shown: one for dry farming and a second for irrigated or drained (improved) conditions. The irrigated ratings are shown enclosed in round brackets while the drained ratings appear in square brackets. In all cases improved ratings have precedence over dry farm ratings.

Example Classifications



The agriculture capability classes are determined on the relative range of crops the land can produce.

a) Capability Classes

- Class 1 - widest range of crops
- Class 2
- Class 3 } reduced range of crops caused by a number of limiting
- Class 4 } factors (subclasses)
- Class 5 - only permanent pasture or forage
- Class 6 - natural grazing
- Class 7 - no productivity

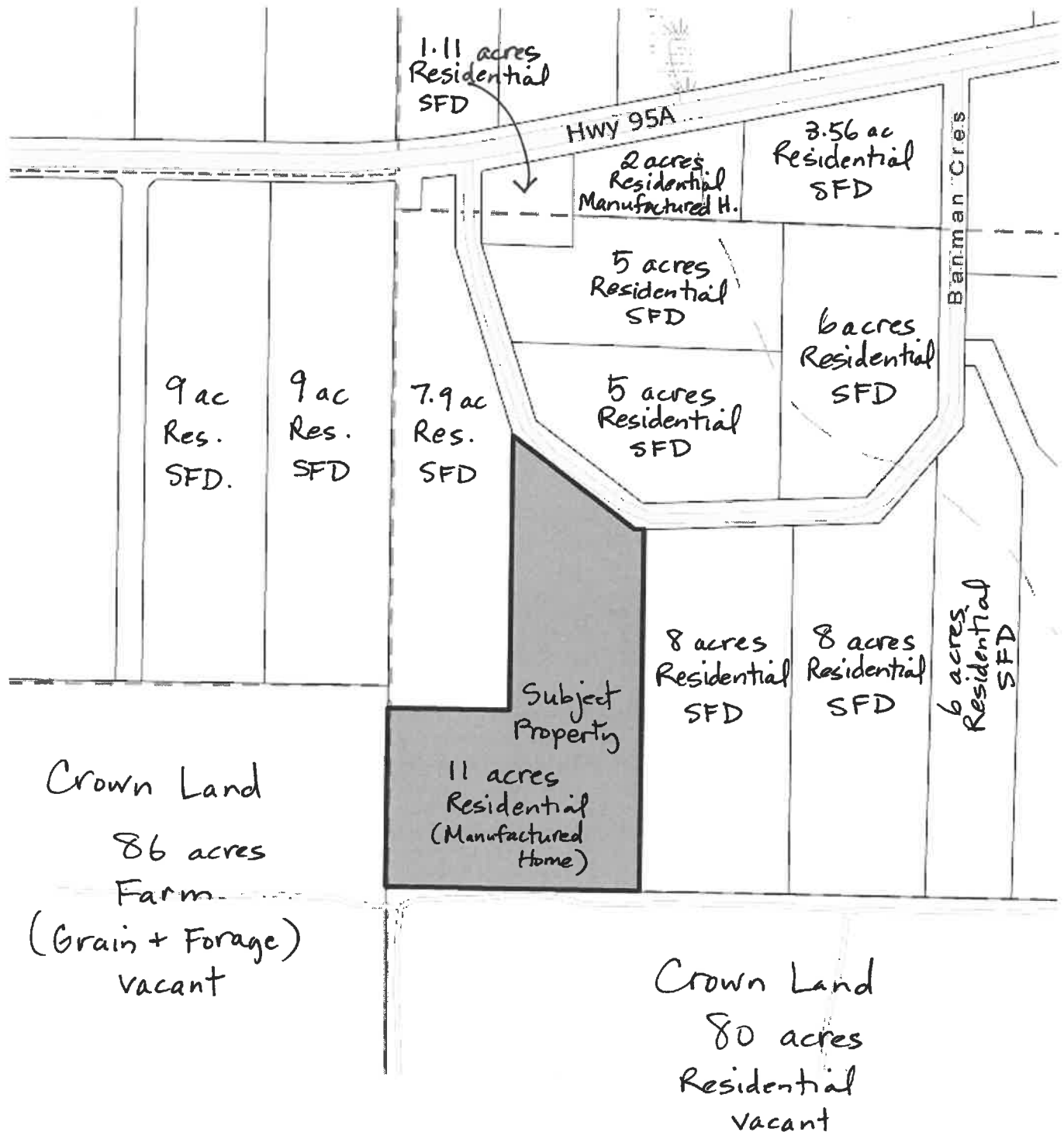
b) Limiting Subclasses

- C - adverse climate
- D - undesirable soil structure
- E - erosion
- F - low fertility
- I - inundation (flooding)
- M - moisture deficiency (droughtiness)
- N - salts
- P - stoniness
- R - bedrock near the surface
- T - topography (slope)
- W - excess water
- X } combination of soil factors
- S } cumulative and minor adverse characteristics

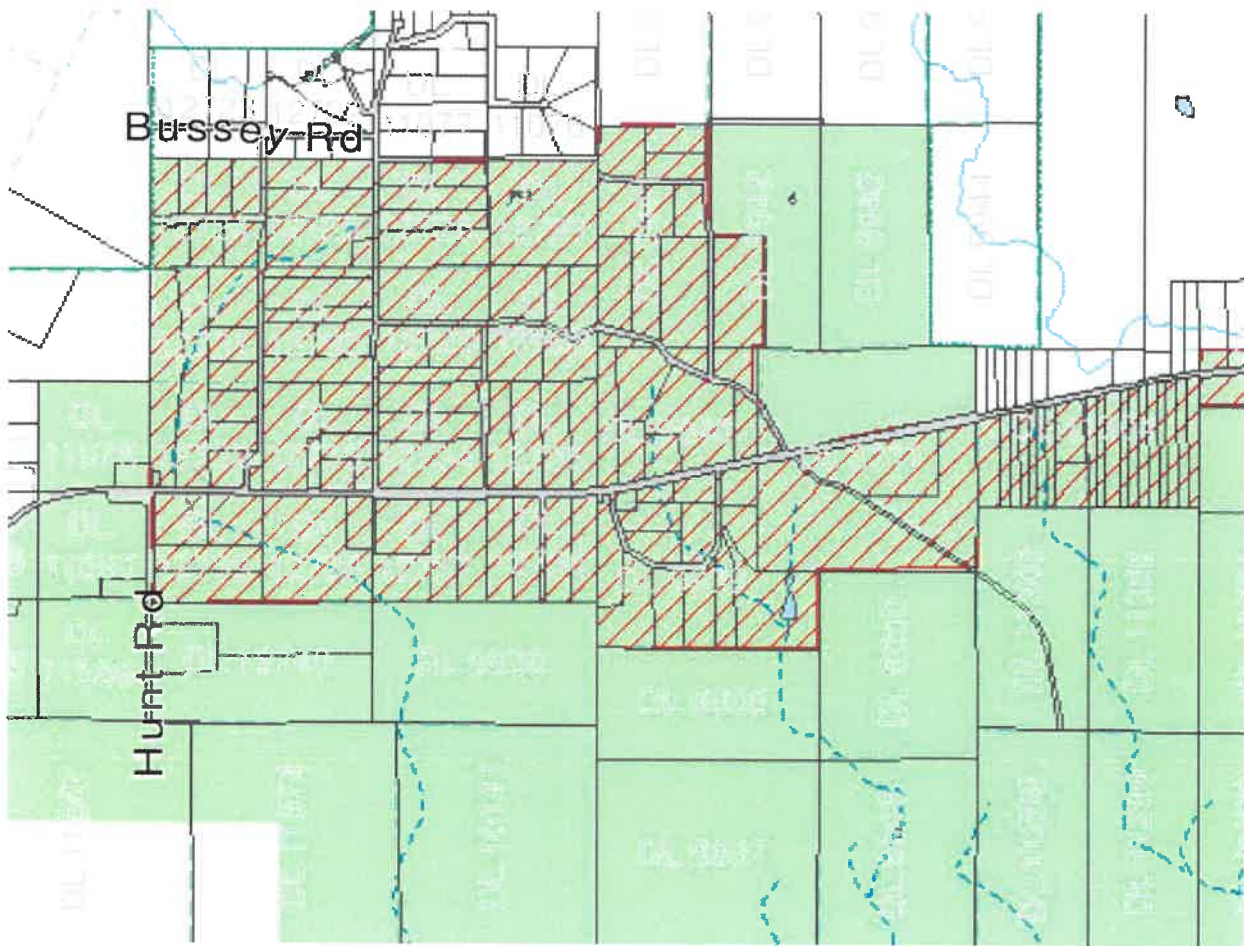
Tree fruit and grape growing areas: these crops are tolerant of soil conditions that limit field crops. Steep and stonier soils in suited climates have been upgraded to accommodate the expanded range of crops. e.g. A class 5T soil dry farmed becomes a 3T irrigated in an area climatically suited to tree fruits.

Note: A more detailed 16 page manual entitled Soil Capability Classification for Agriculture is available from the Lands Directorate, Lands Forests and Wildlife Service, Department of the Environment, Ottawa, Ontario, K1A 0H3.



Land Use Map



Part of OCP Schedule C – Areas for Exclusion



Legend

-  Agricultural Land Reserve
 Agricultural Land Reserve Exclusion
 Plan Area Boundary

Aerial Photo











Request for Decision ALR Non-Adhering Residential Use Application

File No: P 720 401
Reference: 59704
Date: March 23, 2020

Subject: ALR Non-Adhering Residential Use – Pighin Rd / Hetherington & Thompson
Applicant: Renee Hetherington & Robert Thompson
Agent: Terpsma Land Development Consulting
Location: 8826 Pighin Rd, Wycliffe area
Legal: District Lot 11623, KD, except part in Plans 12818, NEP22123 & EPP15600

Proposal: Construction of a secondary dwelling (which will be stick-frame built onsite) and to retain the existing mobile home dwelling for a farm hand.

Options:

1. THAT the Agricultural Land Commission be advised the RDEK supports the Hetherington & Thompson ALR non-adhering residential use application for their property at 8826 Pighin Road.
2. THAT the Hetherington & Thompson ALR non-adhering residential use application for their property at 8826 Pighin Road, be refused.
3. THAT the Agricultural Land Commission be advised the RDEK supports the Hetherington & Thompson ALR non-adhering residential use application for their property at 8826 Pighin Road, subject to all dwelling units and all improvements including wells, outbuildings, driveways, and all the areas between them being sited within a contiguous 2 ha portion of the property to minimize disturbance to the farm property.

Recommendation: **Option #3**
The property meets the requirements for permitting a farm hand dwelling but the proposed new stick-frame dwelling should be located closer to the existing mobile home to minimize disturbance of the land including additional driveway construction, as per zoning bylaw requirements.

Property Information: **OCP Designation:** RR, Rural Resource which supports rural residential and rural resource land uses with parcel sizes 8.0 ha and larger. The RR designation also recognizes the use of these lands for public utility use, resource extraction, green space and recreation.

Agricultural OCP Policies:

- Land in the ALR is generally designated and supported for agricultural use.
- Preservation and continued use of agricultural land for present and future food production is encouraged.
- Buffers between properties on which farming is taking place and adjacent non-agricultural properties will be established through

setbacks within the zoning bylaw. Measures such as fencing and screening located on adjacent non-agricultural properties should be utilized to ensure that farm operations are adequately protected and buffered.

**Property
Information-
cont'd:**

- The implementation of applicable recommendations from the Regional District Agricultural Plan is supported.
- ALR applications for non-farm use, subdivision, or exclusion should identify opportunities to improve the agricultural capacity, protect productive soils and provide a net benefit to agriculture for the lands that remain within the ALR. (This policy was written before there was an 'ALR non-adhering residential use' type application process).
- New residential development is encouraged to be directed to established development nodes such as Meadowbrook, land within municipal boundaries and area outside the ALR.

Zoning Designation: RR-60, Rural Resource Zone, minimum parcel size: 60 ha.

Parcel Size: 37.8 ha (93.39 ac)

Density: One single family dwelling is permitted. A secondary dwelling for a farm hand is permitted in the RR-60 zone however, pursuant to the zoning bylaw, all dwelling units must be located on a contiguous area of the parcel not larger than 2 ha in size.

ALR Status: Within the ALR

Interface Fire Hazard Rating: Moderate, not within a fire protection area.

BC Assessment: Residential and farm (grain & forage)

Water / Sewer Services: Onsite

Flood Hazard Rating: Seasonal Creeks run through the property. Proposed development must comply with floodplain regulations.

**Agricultural
Capability
Ratings:**

The subject property has four different soil capability ratings. The majority of the property (the easterly 60 acres) is Class 6 with limiting factors of topography and bedrock near the surface. About 20 acres are Class 5 with limiting factors of topography and other cumulative and minor adverse characteristics. This 20-acre portion has an improved rating of Class 4 with limiting factors of topography and stoniness. The 6-acre forested riparian area between Pighin Road and the existing mobile home is Class 6 with limiting factors of topography and is not considered improvable. Approximately 1 ha of the property which lies directly adjacent to Pighin Road is Class 5 with limiting factors of stoniness and other cumulative and minor adverse characteristics. This portion is considered improvable to Class 3 with a limiting factor of stoniness.

Agrologist Report: Not required.

**Additional
Information:**

- The existing mobile home is 14'x40' and is placed on a temporary block foundation.
- The application says the new primary residence will be a key development in the future plan to improve the agricultural productivity of the farm which includes replacing and building perimeter fencing, cross fencing, corral and paddock construction.
- The property has farm classification with BC Assessment.

**Additional
Information –
cont'd:**

Consultation:

Advisory Planning Commission:

Area E: Support

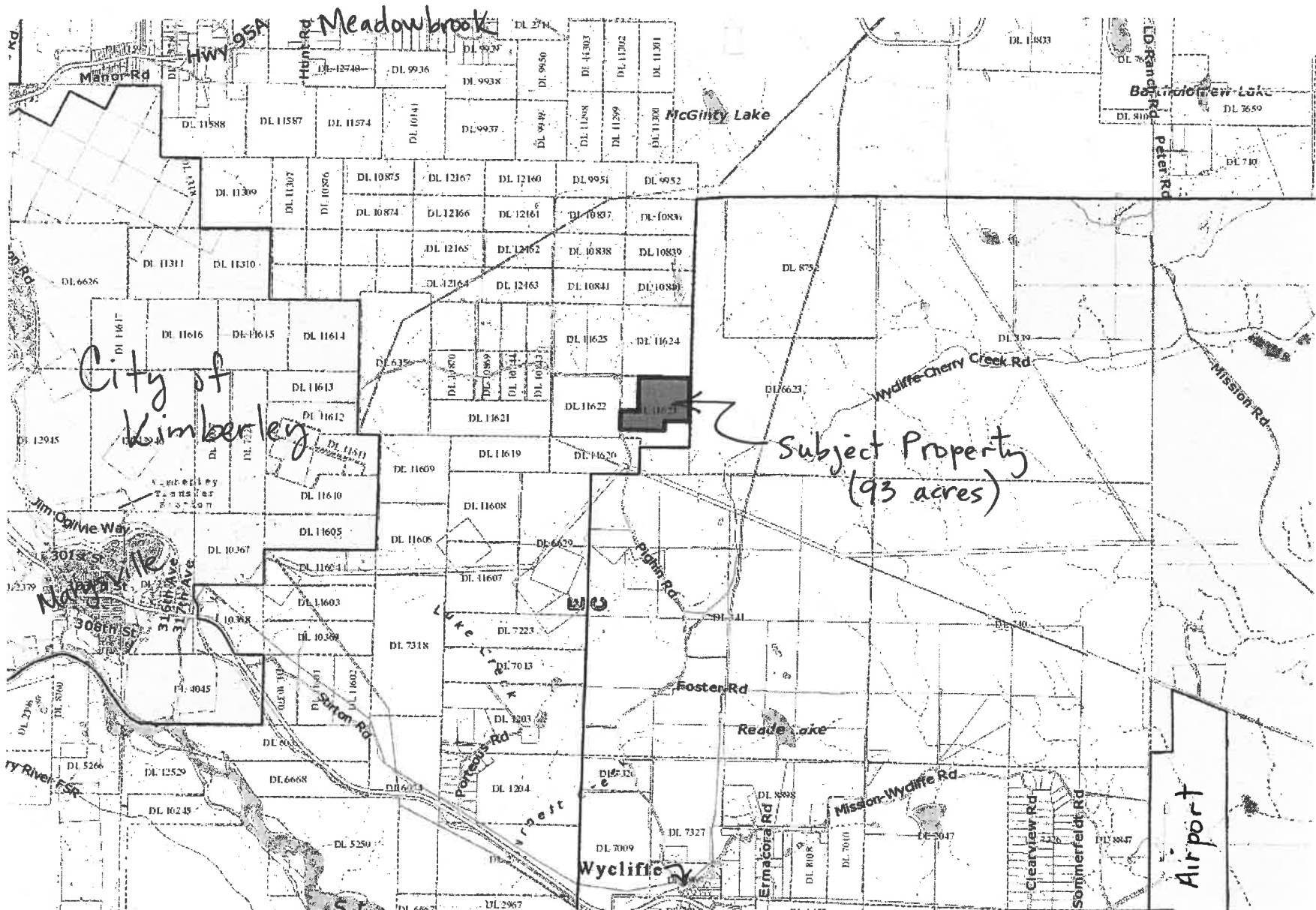
**Documents
Attached:**

- Location Map
- ALR Boundary
- Land Use Map
- Agricultural Capability Map & Legend
- Site Map from Applicant
- Photos from Applicant

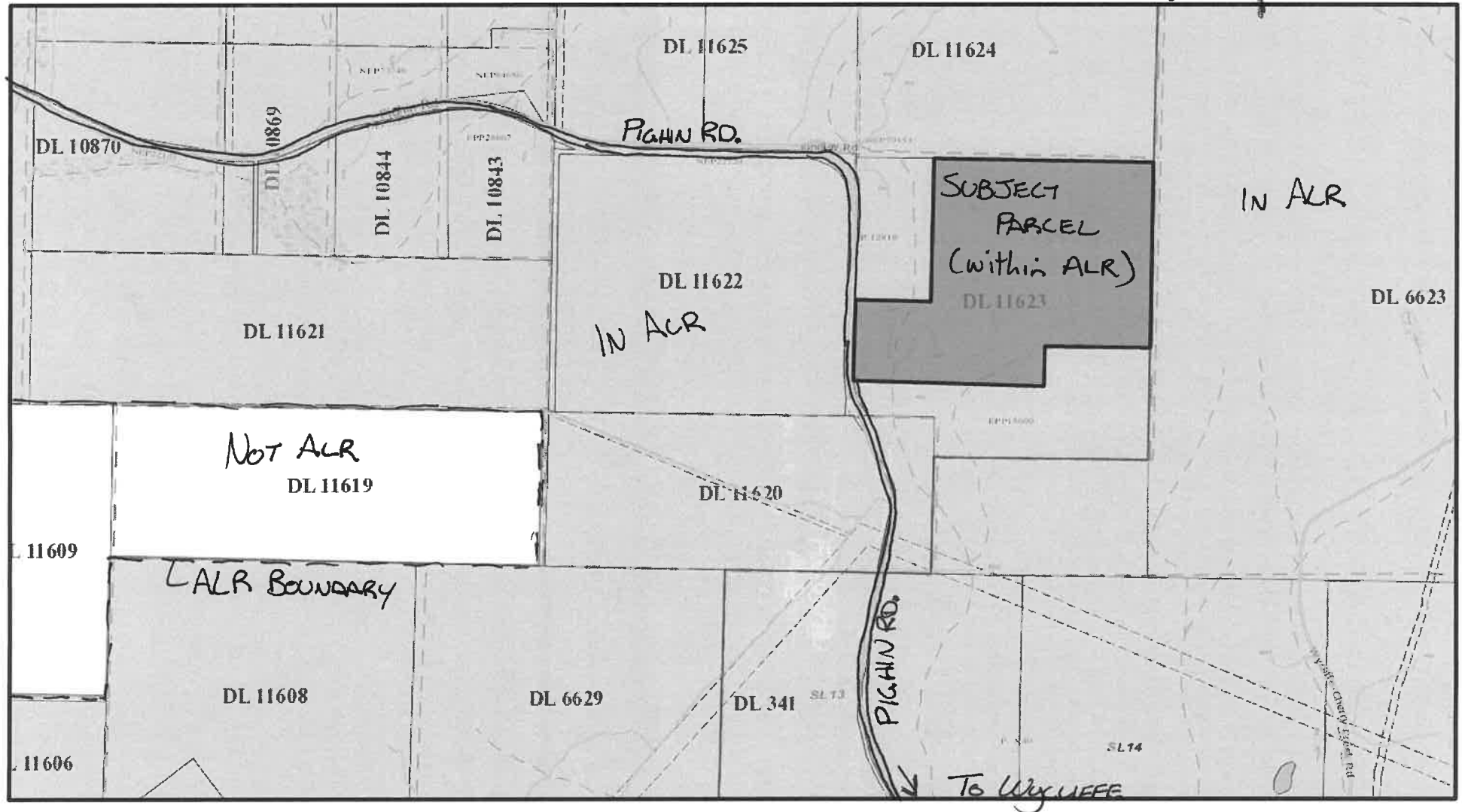
**RDEK
Contact:**

Tracy Van De Wiel, Planning Technician 2
Phone: 250-489-0306
Email: tvandewiel@rdek.bc.ca

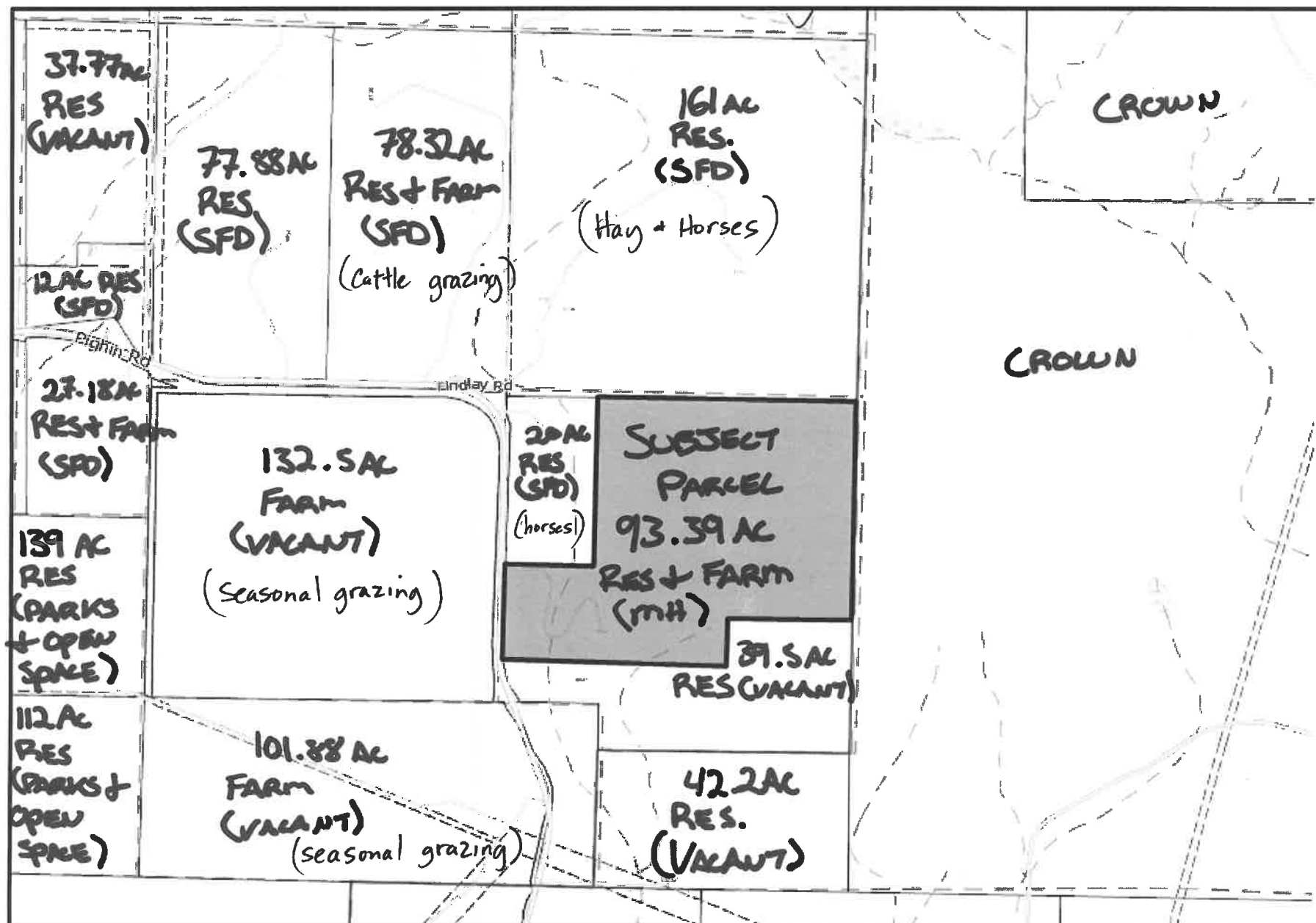
Location Map



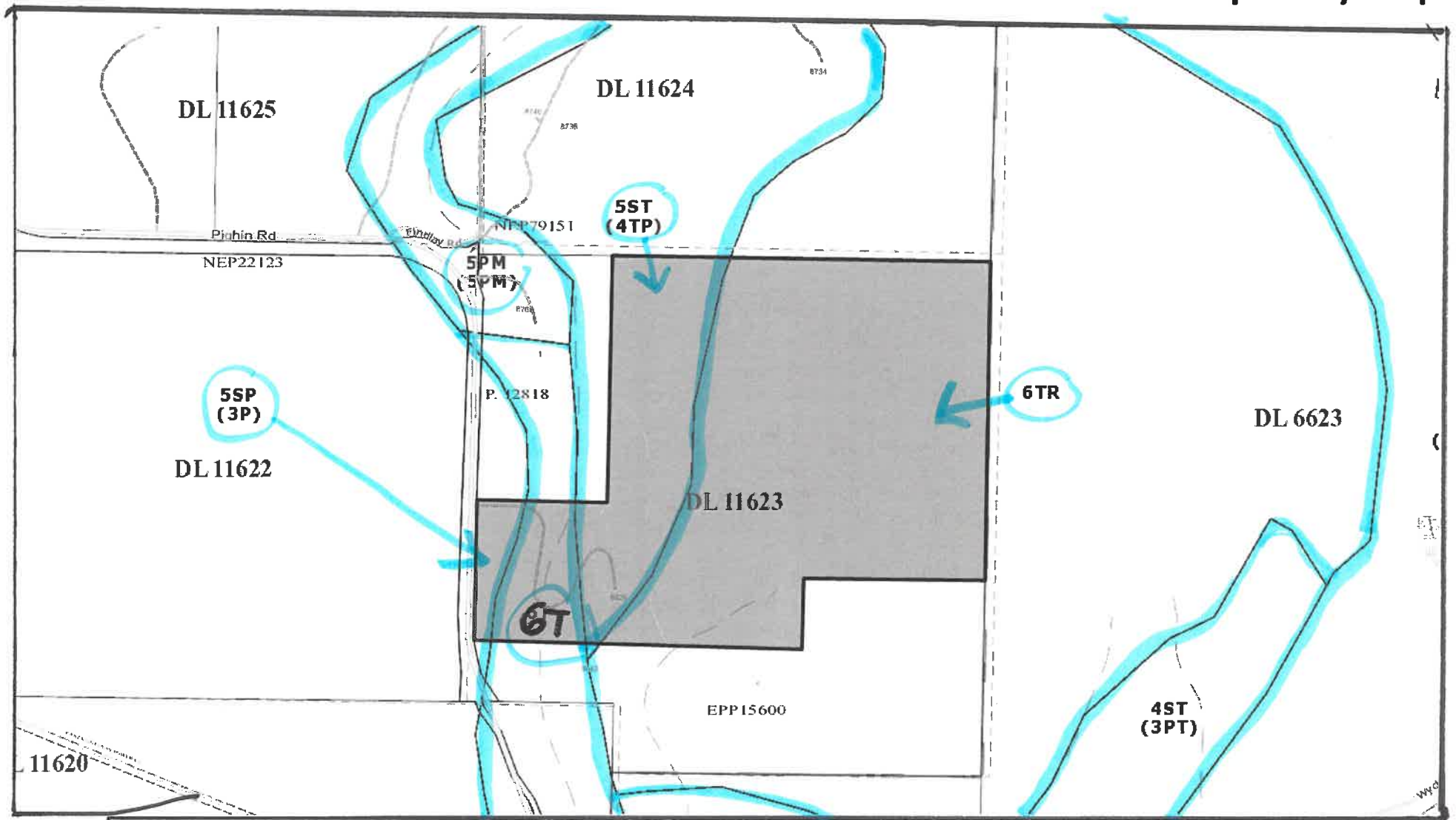
ALR Boundary Map



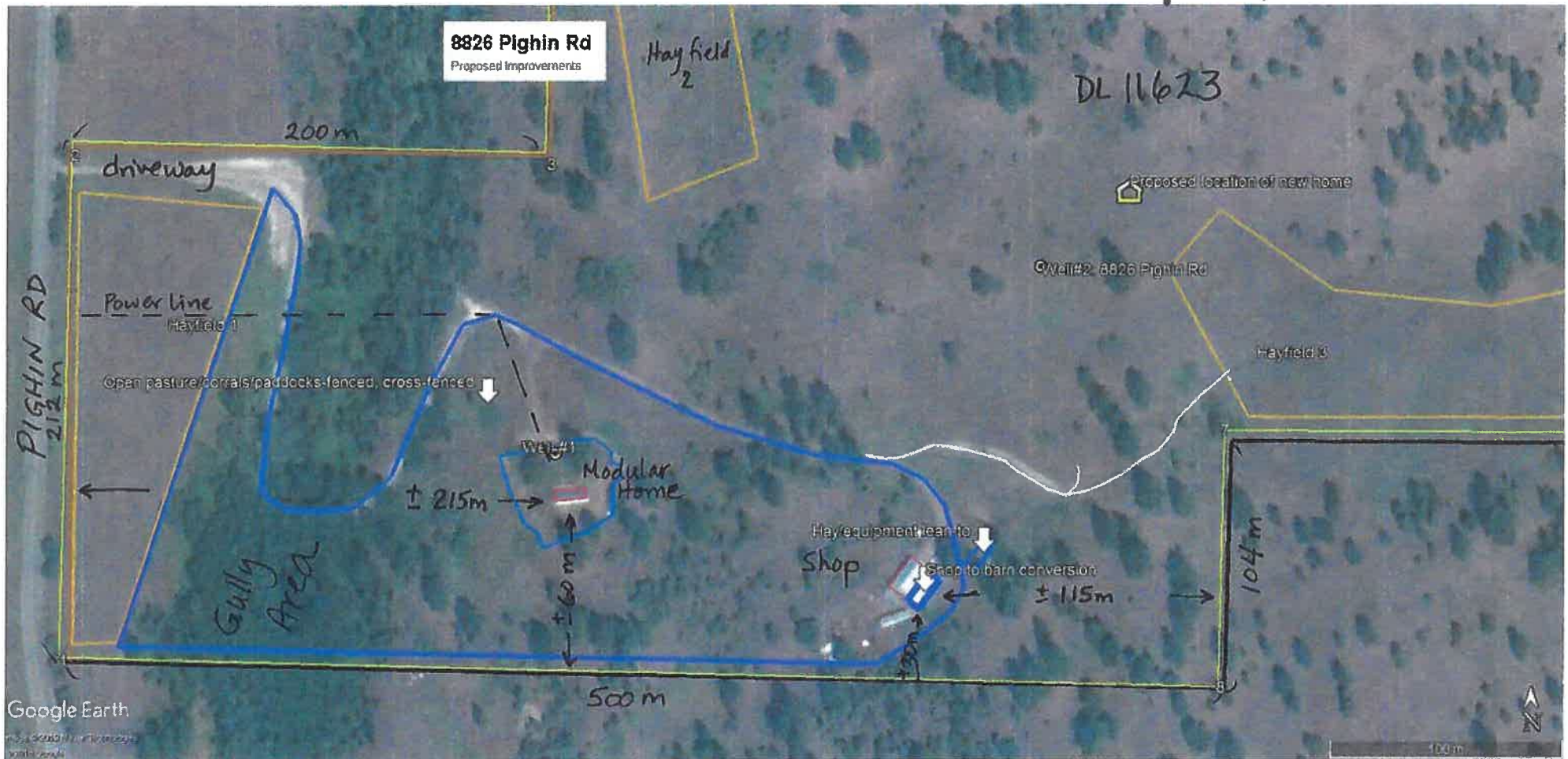
Land Use Map



Soil Capability Map



DETAILED SITE MAP - South Portion of Property



Photos



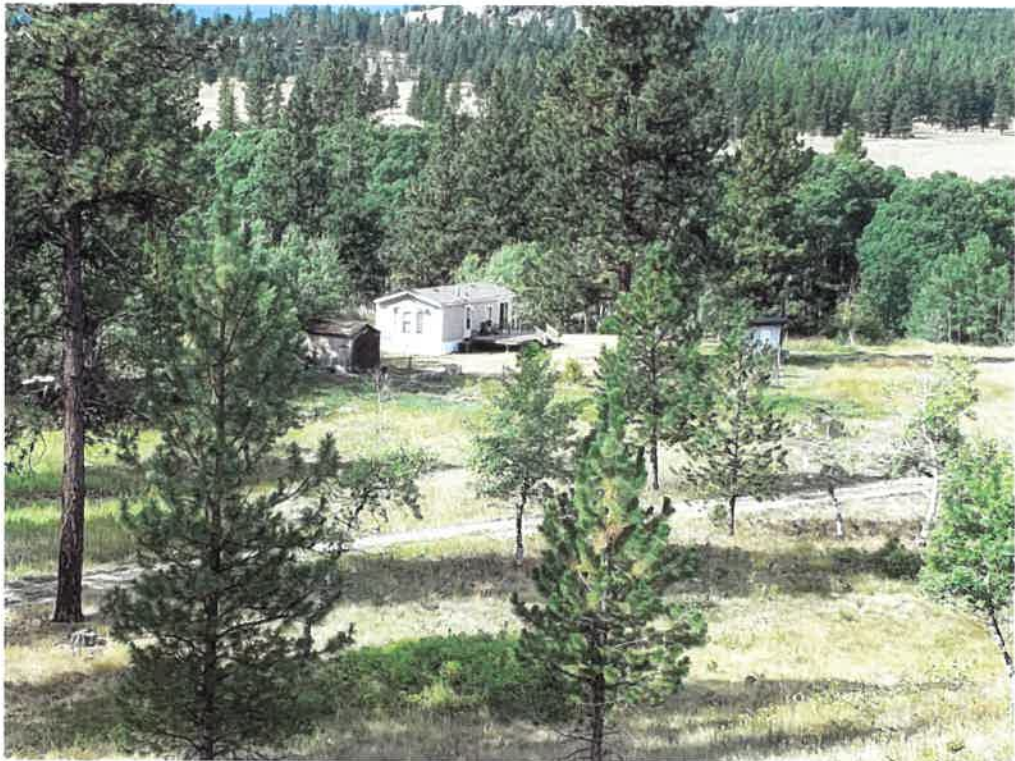
Modular Home and well house (well #1)
Looking South



Modular Home (14' x 40') – Proposed home for farm hand



Underside of Modular Home – showing non-permanent foundation



Modular Home, small accessory buildings and yard area
Looking West



Shop (50' x 50') – left portion of building to be converted to barn



Shop area – Proposed Pole Shed to be built left (East) of Shop

Looking South from approximate area of proposed new home



Typical grassland pasture
Looking Northeast



Grassland pasture
Looking North

Request for Decision

File No: P 096 001

Date March 24, 2020
Author Krista Gilbert, Planning Technician
Subject Request for Letter of Concurrence - TELUS Communications Inc. (SitePath Consulting Ltd.)

REQUEST

To approve a Letter of Concurrence request from TELUS Communications Inc. (TELUS) for a proposed communications site on privately owned land in Moyie.

OPTIONS

1. THAT TELUS Communications Inc. be advised:
 - a) TELUS Communications Inc. has satisfactorily completed its consultation with the Regional District of East Kootenay;
 - b) The Regional District of East Kootenay is satisfied with TELUS Communications Inc.'s public consultation process; and,
 - c) The Regional District of East Kootenay concurs with TELUS Communications Inc.'s proposal to construct a wireless telecommunications facility on property located at 9795 Estates Road in Moyie, provided it is constructed substantially in accordance with the plans submitted to the RDEK.
2. THAT the TELUS Communications Inc. request for a Letter of Concurrences for a proposed wireless telecommunications facility on privately owned property located at 9795 Estates Road in Moyie be refused.

RECOMMENDATION

Option 1.

BACKGROUND/ANALYSIS

The RDEK has received a request for a Letter of Concurrence from TELUS for a wireless telecommunications facility (tower) on privately owned property located at 9795 Estates Road in Moyie. A Letter of Concurrence is required by Industry Canada as a condition for their approval of the facility and it provides confirmation to Industry Canada that the proponents have consulted with the local government.

The proposed new wireless communication facility at Moyie will include a 35 m tall self-support tower and a 225 m² fenced compound located at the base of the tower that includes all of the necessary equipment to operate the facility. TELUS has identified that there is currently not dependable wireless service, including wireless high-speed internet access, in the Moyie community and the proposed facility can improve on current services.

In the request package submitted TELUS stated that they recently completed public consultation in which they posted ads in two consecutive issues of two newspapers and notified residents within an area 3 times the height of the tower. TELUS did not receive any public comments for the proposed Moyie tower during the public consultation process.

SPECIFIC CONSIDERATIONS

Zoning Bylaw

Electoral Area C South Zoning and Floodplain Management Bylaw

Current Designation: RR-60, Rural Resource Zone, wireless communication facility is a permitted use.

Official Community Plan

Moyie & Area Official Community Plan

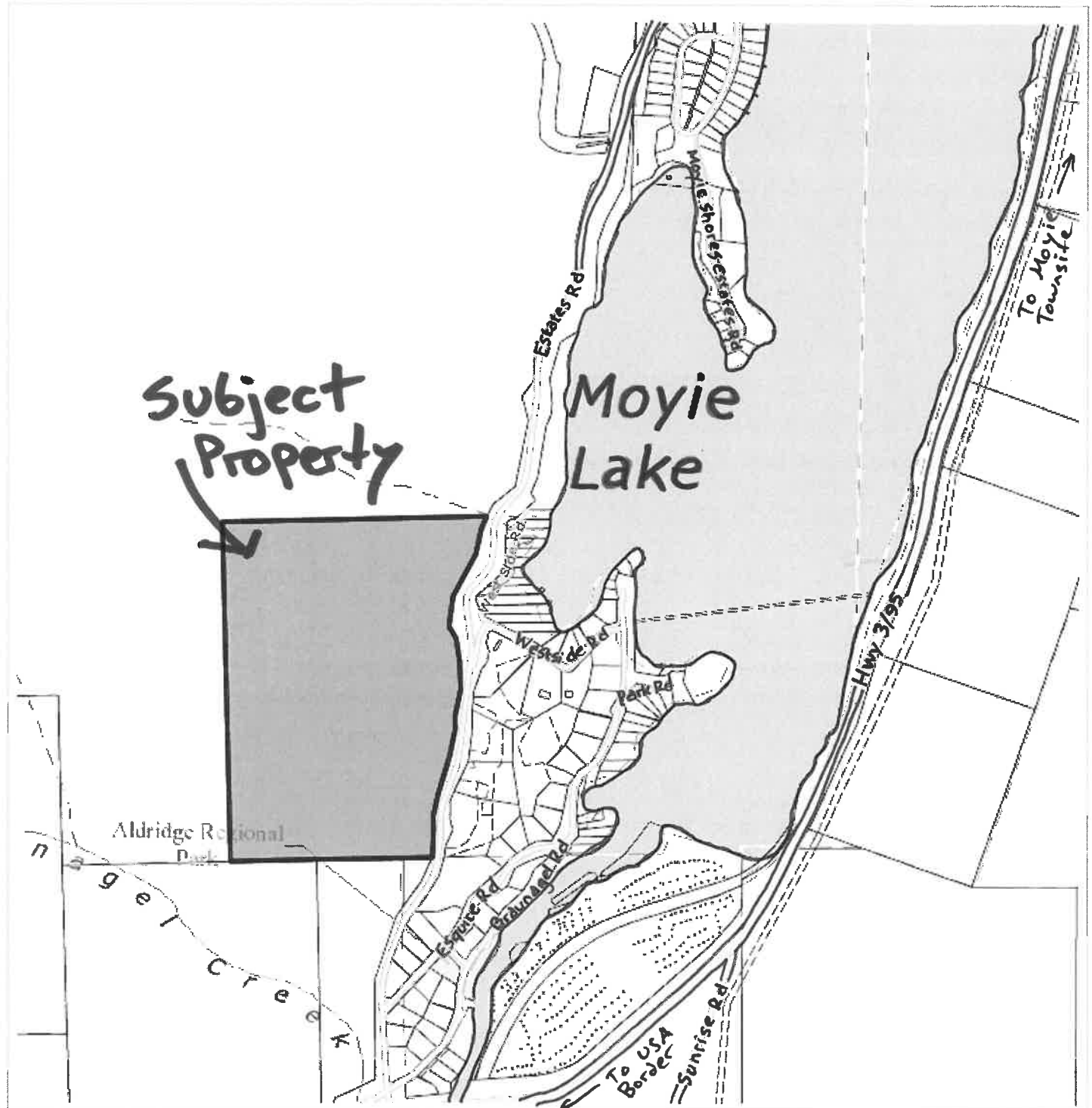
Current Designation: RR, Rural Resource which includes agricultural, rural residential and rural resource land uses with parcel sizes 8.0 hectares and larger. The RR designation also recognizes the use of these lands for public utility use, resource extraction, green space and recreation.

Agricultural Land Reserve

The subject property is not within the ALR.

Attachments: Location Maps
Proposals
(Comments received by TELUS and the RDEK from the public are available if requested)

Location Map



Notes:

500 0 250 500 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
RDEK GeoViewer - 3-16-2020 4:00 PM

Scale = 1: 20,000



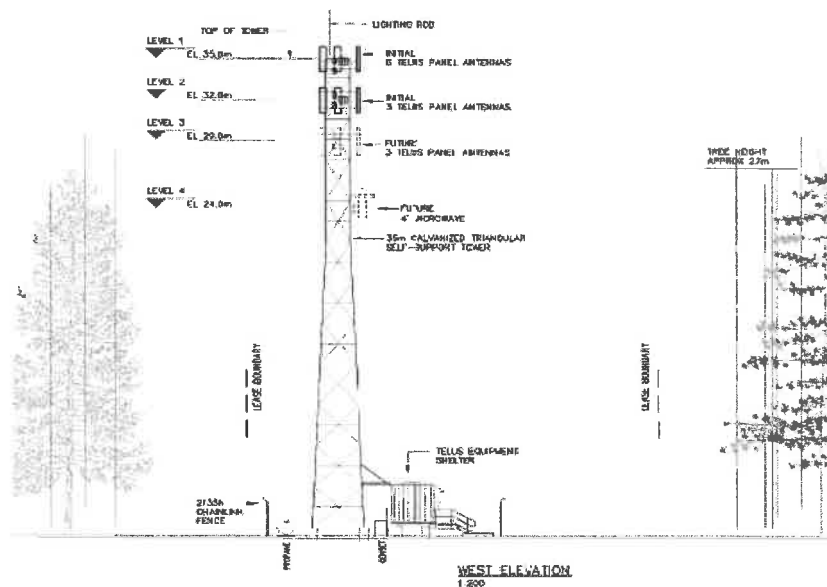
THIS MAP IS NOT TO BE USED FOR NAVIGATION

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Site Plan (for discussion purposes only)



Tower Profile (for discussion purposes only)



Request for Decision

File No: P 096 001

Date March 24, 2020
Author Krista Gilbert, Planning Technician
Subject Requests for Letter of Concurrences and a Statutory Right of Way for a Proposed Communications Site - TELUS Communications Inc. (SitePath Consulting Ltd.)

REQUEST

To approve a Letter of Concurrence request from TELUS Communications Inc. (TELUS) for a proposed communication site at RDEK owned Tie Lake Regional Park, and to enter into a long-term Statutory Right of Way (SRW) agreement with TELUS for the proposed communication site at Tie Lake Regional Park.

OPTIONS

1. THAT TELUS Communications Inc. be advised:
 - a) TELUS Communications Inc. has satisfactorily completed its consultation with the Regional District of East Kootenay;
 - b) The Regional District of East Kootenay is satisfied with TELUS Communications Inc.'s public consultation process; and,
 - c) The Regional District of East Kootenay concurs with TELUS Communications Inc.'s proposal to construct a wireless telecommunications facility on property located at 6370 Tie Lake Road in Tie Lake, provided it is constructed substantially in accordance with the plans submitted to the RDEK.
2. THAT staff be authorized to enter into a Statutory Right-of-Way agreement with TELUS Communications Inc. for a proposed wireless telecommunications facility at Tie Lake Regional Park.
3. THAT TELUS Communications Inc.'s request for a Letter of Concurrences and an SRW for a proposed wireless telecommunications facility at RDEK Tie Lake Regional Park at 6370 Tie Lake Road not be approved.

RECOMMENDATION

Options 1 and 2.

BACKGROUND/ANALYSIS

The RDEK has received a request for a Letter of Concurrence from TELUS for a wireless telecommunications facility (tower) on RDEK owned property at 6370 Tie Lake Road (Tie Lake Regional Park). A Letter of Concurrence is required by Industry Canada as a condition for their approval of the facility and it provides confirmation to Industry Canada that the proponents

have consulted with the local government. An SRW agreement is required to allow TELUS access to and use of RDEK land within Tie Lake Regional park for the proposed tower site.

The proposed new wireless communication facility at Tie Lake will include a 35 m tall monopole tower and a 144 m² fenced compound that includes all of the equipment necessary to operate this facility. TELUS has identified that there is currently not dependable wireless service, including wireless high-speed internet access, in the Tie Lake community and the proposed facility can improve on current services.

In the request package submitted, TELUS stated that they recently completed public consultation in which they posted ads in two consecutive issues of two newspapers and notified residents within an area 3 times the height of the tower. TELUS received comments from twenty-seven community members during the Tie Lake consultation process, seventeen of which expressed support and ten of which expressed concerns. Concerns identified were regarding health and safety and whether the siting of the tower in the park is the best option available.

The Regional District also completed a public consultation process for the proposed facility at Tie Lake, as the property owner. An email was sent to 217 recipients on our Tie Lake email group and to the Tie Lake Property Owners Association on January 13, 2020 requesting comments or concerns residents have with the proposal. Forty-two responses were received, twenty-four in support of the proposal and eighteen expressing concerns. Concerns identified included whether siting within the Regional Park was appropriate, health concerns, and aesthetics of the tower.

SPECIFIC CONSIDERATIONS

Land Use Bylaw

Jaffray, Tie Lake, Rosen Lake Land Use and Floodplain Management Bylaw

Current Designation: P-1, Public Institutional Zone, wireless communication facility is a permitted use

Agricultural Land Reserve

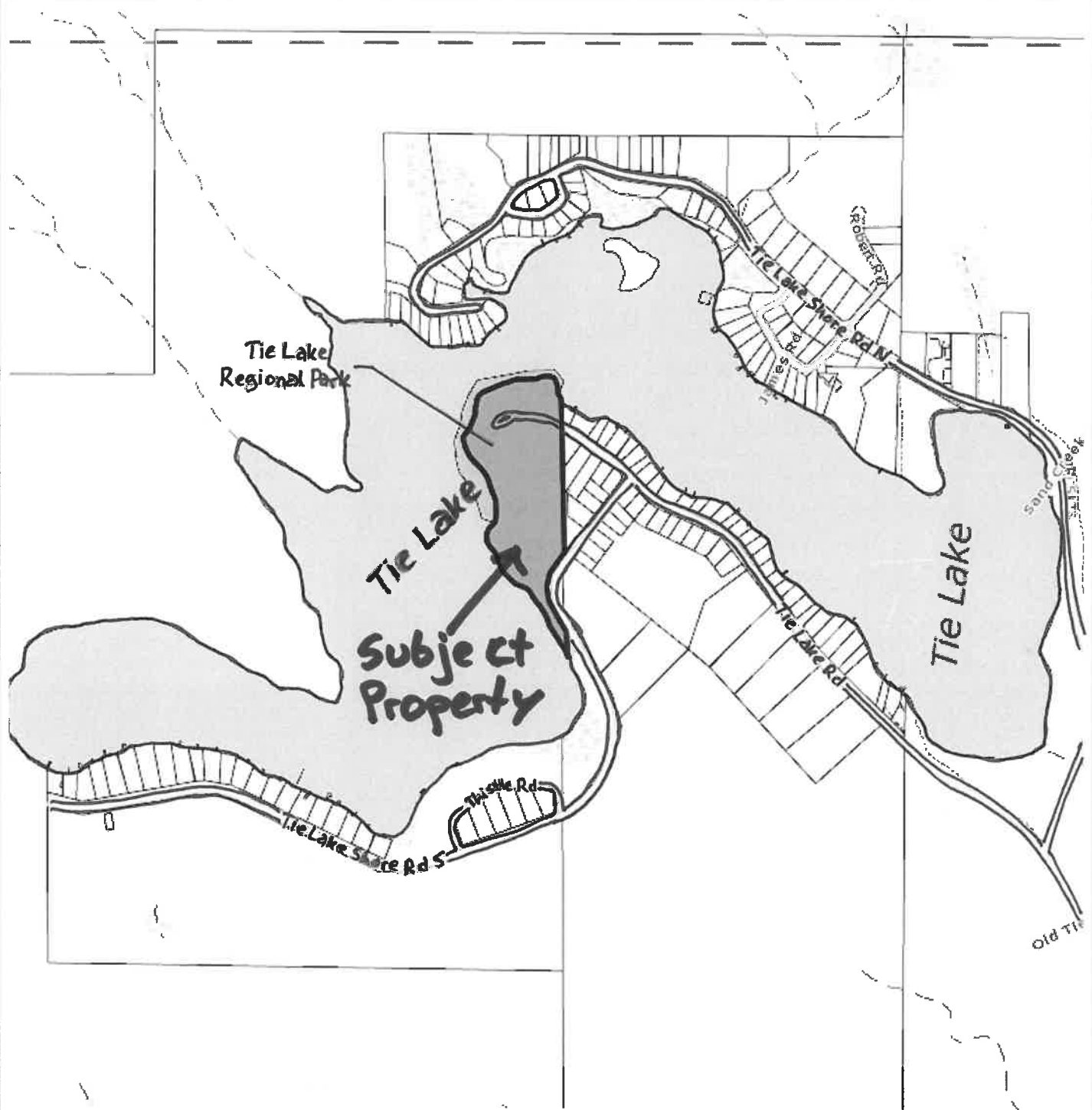
The subject property is not within the ALR.

Financial

The SRW agreement with TELUS for a wireless communication facility at Tie Lake Regional Park is proposed to include a 10 year term with an \$8,000 annual fee paid to the RDEK regional parks service. The SRW may be renewed for two additional 10 year terms with the annual fee adjusted in accordance with the CPI.

Attachments: Location Map
Proposal
(Comments received by TELUS and the RDEK from the public are available if requested)

Location Map



Notes:

500 0 250 500 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
RDEK GeoViewer - 3-16-2020 4:01 PM

Scale = 1: 20,000



THIS MAP IS NOT TO BE USED FOR NAVIGATION

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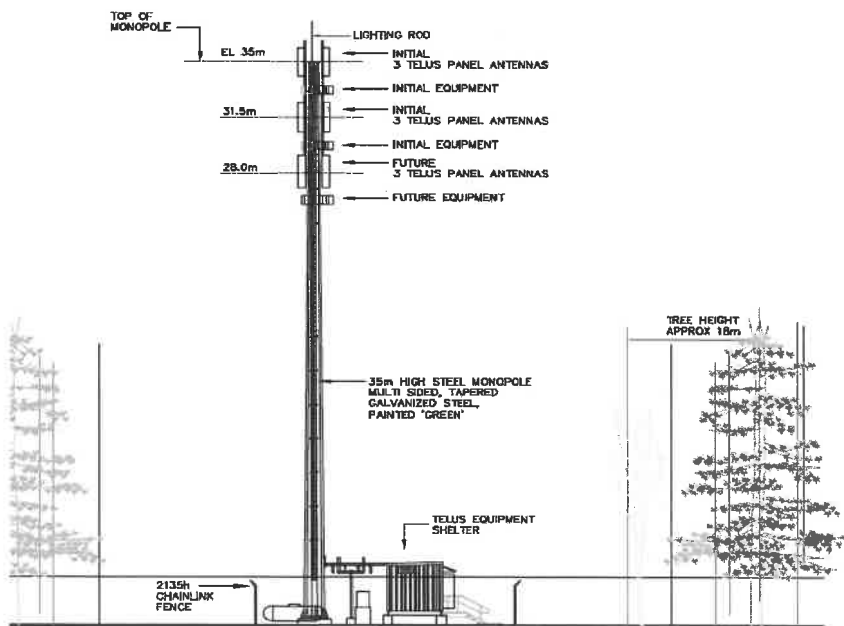
Proposal

TELUS®

Site Plan (for discussion purposes only)



Tower Profile (for discussion purposes only)



**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE OF PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

EXECUTIONS CONTINUED

PAGE of PAGES

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
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Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

STATUTORY RIGHT OF WAY FEE AGREEMENT

This Agreement is made on this 1st day of May, 2020.

BETWEEN: **Regional District of East Kootenay**, maintaining a place of business at 28 - 11th Avenue South, Cranbrook, BC V1C 2P1.

(the “**Grantor**”)

AND: **TELUS Communications Inc.** (Registration No. B1101218)

(“**TELUS**”)

WHEREAS:

- A. The Grantor and TELUS have entered into a statutory right of way (the “**Statutory Right of Way**”) in respect of a TELUS telecommunications Site (TELUS Site No. BC106282) dated May 1st, 2020;
- B. Under Section 3 of the Statutory Right of Way, TELUS agrees to pay the Grantor a one-time fee of Ten Dollars (\$10.00); and
- C. The parties hereto (the “**Parties**”) wish to determine more specifically the actual fee payable under the Statutory Right of Way.

THEREFORE the Parties agree as follows:

- 1. **Effective Date.** The Effective Date of this Agreement (the “**Effective Date**”) is the Commencement Date as such term is defined in the Statutory Right of Way.
- 2. **Fee.**
 - (a) **Fee during Initial Term.** Notwithstanding section 3(a) of the Statutory Right of Way, for the rights granted by the Grantor to TELUS under the Statutory Right of Way, TELUS shall pay to the Grantor a fee in the amount of \$8,000.00 per annum (the “**Fee**”) plus any applicable provincial sales tax and goods and services tax or harmonized sales tax provided that the Grantor has properly obtained a registration number for GST/HST purposes and has communicated same to TELUS, which Fee and taxes shall during the initial term be the Fee for all purposes of the Statutory Right of Way including, as required, determining the Fee to be in effect during any extension under section 2 of the Statutory Right of Way.
 - (b) The Fee during the Initial Term shall be paid in equal monthly installments of \$666.67 starting on the Commencement Date. Where the Commencement Date is the first day of a month, the subsequent monthly installments of Fee shall be paid on the first day of each and every month thereafter during the Term. If the Commencement Date is not the first day of a month then the first monthly installment of Fee will be prorated from the Commencement Date to the first day of the month immediately following the Commencement Date and thereafter monthly installments of Fee shall be paid on the first day of each and every month during the Term except for the last monthly installment which shall be prorated to the end of the Term.

- (c) Notwithstanding subsections 2(a) and 2(b) of this Statutory Right of Way Fee Agreement, from the Commencement Date to the earlier of: (i) the last day of the month in which construction of the Site starts, and (ii) the last day of the month in which the third anniversary of the Commencement Date occurs (the “**Reduced Fee End Date**”), the Fee shall be fifty dollars (\$50.00) per annum prorated accordingly, and such reduced Fee shall be paid on or before the Reduced Fee End Date. Starting on the day after the Reduced Fee End Date, the monthly payments set out in subsection 2(b) of this Statutory Right of Way Fee Agreement shall commence.
- (d) **Fee during Extension Terms.** The third sentence of section 2 of the Statutory Right of Way is deleted and replaced with the following:

Each such extension term will be subject to the same terms and conditions that apply during the initial term except that the Fee (defined herein) in each such extension term shall be equal to the Fee prevailing in the year immediately preceding the beginning of such extension term, changed by an amount equal to the change in the Consumer Price Index Canada (all items), not seasonally adjusted, from start of the immediately preceding term to the start of the current extension term (using the same month for each start).

3. **Registration.** The Parties agree that the Statutory Right of Way but not this Agreement will be registered in a Land Title Office.
4. **Statutory Right of Way Remains In Effect.** Save and except as amended by this Agreement, the Statutory Right of Way shall remain in full force and effect.
5. **Confidentiality.** The provisions set out in the Statutory Right of Way with respect to confidentiality shall also apply to this Agreement.
6. **Interpretation.** Capitalized terms and expressions in this Agreement shall have the respective meanings set out in the Statutory Right of Way, unless the context otherwise requires.
7. **Signing and Notices.** This Agreement may be executed in counterparts and transmitted by facsimile or other electronic means of transmission, and all such counterparts together will constitute one agreement. Any notice required or authorized by this Agreement shall be deemed to have been properly given if given by the manner set out in the Statutory Right of Way.
8. **Successors and Assigns.** This Agreement may only be assigned with a permitted assignment of the Statutory Right of Way and the provisions governing an assignment of the Statutory Right of Way shall also apply to an assignment of this Agreement. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Grantor and the successors and permitted assigns of TELUS.

IN WITNESS WHEREOF this Agreement has been executed as of the day and month first above written.

Address of Grantor:

28 - 11th Avenue South

Cranbrook, BC V1C 2P1

Regional District of East Kootenay

Shawn Tomlin

Chief Administrative Officer

Attention: Shawn Tomlin

Facsimile: 250-489-3498

Email: stomlin@rdek.bc.ca

Telephone: 250-489-2791

Address of TELUS:

200 Consilium Place Suite 1600

Scarborough, Ontario M1H 3J3

Attention: Real Estate Department

Facsimile: 1-800-788-6622

Telephone: 1-800-815-5715

Emergency 24 hour #: 1-800-391-1391

TELUS Communications Inc.

Marc Parras

Manager, Technology Strategy

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY

This Agreement is made on this 1st day of May, 2020.

BETWEEN:

Regional District of East Kootenay (Registration No. N/A), maintaining a place of business at 28 - 11th Avenue South, Cranbrook, BC V1C 2P1

(the “**Grantor**”)

AND:

TELUS Communications Inc. (Registration No. B1101218)

(“**TELUS**”)

WITNESSES THAT WHEREAS:

A. In these Terms of Instrument - Part 2, the Transferor is known as the “Grantor” and the Transferee is known as “TELUS”;

B. The Grantor is the owner or lessee of the real property(ies) including any buildings and structures situated thereon described in Schedule “A” (the “**Premises**”);

C. The Grantor has agreed to grant to TELUS a statutory right of way over the Premises to construct, operate and maintain certain works;

D. Without limiting any of the rights granted to TELUS in this Agreement, the general intent of this Agreement is to permit TELUS to use the Premises mainly as a telecommunications:

☒ Tower site

☐ Rooftop/building exterior site

☐ In building site; and

E. The statutory right of way granted in this Agreement is necessary for the operation and maintenance of TELUS’ undertaking.

NOW THEREFORE in consideration of the Fee payable by TELUS to the Grantor and other valuable consideration the receipt and sufficiency of which is acknowledged by the parties hereto (the “**Parties**”), pursuant to section 218 of the *Land Title Act (BC)* and any amendments and substitutions thereto, the Grantor hereby grants to TELUS, a statutory right of way over the Premises, for the purposes and in accordance with the terms and conditions hereinafter set out and in the Schedules attached hereto, the whole forming the agreement between the Parties (the “**Agreement**”).

1. **Term and Commencement Date.** The term of this Agreement shall be for a period of ten (10) years commencing on May 1st, 2020 (the “**Commencement Date**”) and any extension terms(s) as provided for in this Agreement (collectively the “**Term**”).

2. **Rights of Extension.** The Grantor hereby grants to TELUS the right to extend the initial term of this Agreement for two (2) further and consecutive period(s) of ten (10) year(s) each. Such extensions shall take effect automatically and without further notice, unless TELUS gives notice to the Grantor, at least ninety (90) days prior to the end of the current term of this Agreement, that it shall not exercise such right of extension. Each extension term will be subject to the same terms and conditions that apply during the initial term.

3. **Fee.**

- (a) For the rights granted by the Grantor to TELUS, TELUS shall pay to the Grantor a onetime fee of \$10 (the “**Fee**”) plus applicable sales tax, goods and services tax or harmonized tax on or before the Commencement Date, provided that the Grantor has properly obtained a registration number for GST/HST purposes and has communicated same to TELUS, which Fee and taxes shall be paid on or before the Commencement Date.
- (b) The Fee and any other amount payable by TELUS to the Grantor under the terms of this Agreement shall be tendered at the address of the Grantor specified in this Agreement, or at such other address as may be duly notified to TELUS in writing by the Grantor. If requested by TELUS, TELUS shall have the right to pay the Fee and any other payments to the Grantor, by way of an Electronic Fund Transfer system (“**EFT**”) and for this purpose the Grantor agrees to complete and deliver to TELUS, all reasonable authorizations required by the Grantor’s bank and TELUS to enable payments by way of EFT. In the event of any termination of this Agreement for whatsoever reason, the Grantor shall refund to TELUS on a prorated basis any Fee or other amount paid in advance for any period of time following the effective date of termination. The Fee may be changed in accordance with any other agreement executed by the Parties Agreement.

4. **Uses.**

- (a) **Rights Generally** - In this Agreement, TELUS shall have certain rights to use those parts or areas of the Premises described in Schedule B attached to this Agreement (the “**Site**”) and certain rights over the rest of the Premises, except the Site (the “**Rest of the Premises**”).
- (b) **Equipment and Equipment Space at the Site** - TELUS shall have the right to:
 - (i) construct (including staging), install, use, operate, repair, replace, modify, expand, relocate and remove equipment (including antennas and microwave dishes), devices, utility and communications cabling (including fibre), poles and other support structures, risers, conduits, ducts, vertical and/or horizontal cable pathways and facilities, as required from time to time by TELUS (collectively the “**Equipment**”), and such

enclosed structures and interior spaces as required from time to time for the purpose of housing the Equipment or any part thereof (the “**Equipment Space**”) on the Site;

- (ii) make other alterations and improvements at the Site as deemed necessary by TELUS; and
- (iii) if applicable, install concrete moorings above and below grade at the Site as required in order to ensure the stability of certain exterior Equipment.

(c) **Access and Utilities at the Rest of the Premises** - TELUS shall have the right to:

- (i) access the Site on, over, under and through the Rest of the Premises with personnel and vehicles; and
- (ii) construct (including staging), install, use, operate, repair, replace, modify, expand, relocate and remove all required power and communications cabling and related Equipment on, over, under and through the Rest of the Premises as may be needed to bring utilities to the Site.

(d) **Purposes** - TELUS’ rights in this Agreement are for the purpose of carrying on the business of TELUS as a telecommunications service provider and may be exercised by TELUS, its employees, agents, contractors and licensees (and their respective employees) on a 24 hour/7 days a week basis.

5. Termination by TELUS. If, at any time during the Term, TELUS determines, in its sole discretion, that operating the Site for the purposes declared in this Agreement is, or has become, commercially impractical, for any reason whatsoever, TELUS may terminate this Agreement without damages or penalty upon thirty (30) days prior written notice to the Grantor.

6. Covenants of TELUS.

- (a) **Safety and Maintenance** - TELUS shall install, operate and maintain its Equipment and the Equipment Space in a good, safe, and workmanlike manner which may include grounding.
- (b) **Electricity Charges** - TELUS shall pay for the electricity charges attributable to the operation of the Equipment at the Site, either by having installed a separately metered electrical service or, in circumstances where the local utility will not install a separate meter, by installing a submeter to the Grantor’s service and reimbursing the Grantor for electricity consumed by TELUS’ operations hereunder based on the submeter readings and the actual tolls of the local utility. The Grantor is responsible for reading the submeter once every three months and invoicing TELUS accordingly, but in any event no less frequently than on an annual basis failing which TELUS may fully discharge its obligation to compensate the Grantor for electricity consumption by tendering payment of a reasonable estimate of the electricity charges for usage in the previous year. No claim may be made by the Grantor for electricity charges arising from usage that has occurred more than one year in the past. In circumstances where TELUS’ electricity consumption is expected to be insignificant or where measurement of TELUS’ electricity consumption is impractical, the Parties may agree on a mutually agreed annual payment for electricity consumption. In the event that TELUS installs a submeter as described above and the Grantor’s service requires upgrading, TELUS shall have the right to install any such upgrade.
- (c) **3rd Party Utility Providers** - If portions of the Premises are used for buried or overhead utility cables or wires or if for other bona fide reasons, TELUS requires one or more local utilities to provide services (e.g. electricity) to the Site, then at the request of each utility and

at the request of TELUS, the Grantor shall, at no cost to TELUS and within 30 days of receiving the request, grant to the utility a right of way for purposes of providing such services, including all necessary infrastructure and equipment (e.g. poles, cables, pipes etc.), in the form of the utility's standard document, subject to approval by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed. The Grantor shall not be obliged to pay for any costs of such right of way and necessary infrastructure and equipment.

- (d) **Removal of Equipment** - TELUS shall quit and cease using the Premises within ninety (90) days after the termination of this Agreement, weather permitting, and unless the Parties agree in writing otherwise, TELUS shall remove its above ground Equipment and any related housing structures (where applicable) from the Premises, cut off all foundations and moorings (where applicable) to no less than one meter below grade, and restore the surface of the Site to approximately the state it was in as of the Commencement Date, reasonable wear and tear excepted.
- (e) **TELUS Interference** - TELUS covenants that TELUS' operation of its radio system(s) shall not cause material interference with, or degradation of, any other wireless signals existing as of the Commencement Date, which are lawfully transmitted or received by third party licensees within or on the Premises. TELUS shall use all reasonable efforts to correct such interference or degradation caused by TELUS, where reasonably demonstrated, upon receiving written notice thereof from the Grantor.

7. **Covenants of the Grantor.**

- (a) **Grantor Interference** - The Grantor shall, subject to subsection 7(b) not do, or permit to be done, any act or thing including any change to the Premises and its appurtenances, that could materially affect TELUS' operation of its radio system(s) or affect access to or use of the Premises including utilities by TELUS in accordance with this Agreement.
- (b) **Third Party Equipment** - The Grantor may at any time grant rights to third parties to install other or additional telecommunications transmission equipment on the Premises, provided that the operation of such other or additional equipment does not interfere with the operation of the Equipment or Equipment Space. The Grantor shall provide TELUS with sixty (60) days prior written notice of the proposed new installation, and TELUS shall thereafter work with the installer and operator of the new equipment to ensure that the proposed new installation does not interfere with the operation of the Equipment. The Grantor shall, as a condition of the grant of any rights to third parties to install other or additional telecommunications transmission equipment, stipulate that such party must collaborate with TELUS as described above and must refrain from installing and operating any such equipment until TELUS has determined, acting reasonably, that no material interference with the operation of the Equipment will result. The Grantor shall include the stipulations set out in the preceding sentence in any instrument used to grant rights to third parties to install other or additional telecommunications equipment on the Premises. For a Site containing a tower or similar free standing structure, this subsection shall not apply to the Site, but shall apply to the Rest of the Premises.
- (c) **Emergency Power** - The Grantor shall allow TELUS to install hard wire electrical connections to the Grantor's emergency power generator on the Premises for emergency use by TELUS in case of any failure of public electrical service to the Site. TELUS shall also have the right to install and operate, at TELUS' expense, its own permanent or portable emergency power generator on the Premises, including cabling and other facilities as may be required to connect TELUS' generator to the Equipment.

- (d) **Premises Maintenance** - The Grantor agrees to provide not less than thirty (30) days prior written notice to TELUS of any repairs, additions or maintenance (collectively the “**Work**”) to take place at the Premises, which may have an impact on the Equipment Space or the operation of the Equipment. The Grantor further agrees to meet on-site with TELUS and to make available the contractor(s) involved with the Work, not less than fifteen (15) business days prior to the commencement of the Work to review the Work and the related impact on the Equipment Space or the Equipment, except in the case of an emergency situation requiring immediate intervention to preserve the structural integrity of the Premises. The Grantor further agrees to make a reasonable effort to inform TELUS as soon as possible of an emergency situation that may have an adverse effect on the Equipment Space or the Equipment.
- (e) **Trees, Vegetation** - The Grantor shall not plant, install or maintain any trees or vegetation in the Site or any portion of the Premises which may interfere with the Equipment without the prior written consent of TELUS. TELUS shall have the right to trim or cut trees or other vegetation which may be interfering with or obstructing the installation, operation, maintenance or repair of the Equipment or restricting access to the Site or any parts thereof. When trimming or cutting trees or other vegetation, TELUS shall comply with all applicable laws and regulations.

8. TELUS’ Equipment. The Equipment and any related housing structures shall remain at all times the personal and moveable property of TELUS, and shall not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment or such housing structures to the Premises.

9. Insurance. TELUS shall at all times throughout the Term maintain insurance coverage for: (i) all-risk property loss covering the full insurable replacement cost of the Equipment and (if applicable) TELUS owned Equipment Space and (ii) commercial general liability in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage (“**Commercial General Liability**”). At the request of the Grantor, the Grantor shall be included as an additional insured in the Commercial General Liability policy, but solely with respect to liability arising out of the operations of TELUS at the Premises. At the Grantor’s request, TELUS shall provide a memorandum or other written evidence of insurance confirming that policies as required in this Agreement are in force. The Commercial General Liability policy shall contain a provision whereby the insurers will endeavour to provide thirty (30) days’ notice of cancellation to the Grantor. It is acknowledged and agreed that TELUS may satisfy all or part of this property insurance requirement through self-insurance.

10. Indemnities. Each of the Grantor and TELUS shall indemnify and hold the other harmless from and against any and all costs and expenses (including legal costs), claims, damages, liabilities, actions, causes of action and losses including any and all loss of or damage to property and any and all injuries and loss of life, which in each case arise out of or are caused by, any breach of this Agreement or any unlawful act or any negligent act or omission, by such indemnifying party in connection with this Agreement. Neither party shall be required to indemnify the other party to the extent any such damage or losses arise out of or are caused by a breach of this Agreement or any unlawful act or any negligent act or omission by the other party or any third party. This section shall survive the termination of this Agreement.

11. TELUS’ Financing Arrangements. The Grantor acknowledges that TELUS has entered into, and will from time to time be entering into, certain financing arrangements which may require an assignment or hypothecation of, or other creation of a security interest in, TELUS’ rights and obligations under this Agreement, or the creation of a security interest in the personal property of TELUS located at the Premises (including the filing of a fixtures notice against title to the Premises) whether that personal property is movable or has become a fixture at law. The Grantor consents to any such assignment, hypothecation or

other creation of a security interest, and to any further assignment or transfer which may occur on the enforcement of same. The Grantor shall, at the request of TELUS, acknowledge in writing the foregoing and shall execute and deliver all such priority agreements, consents, disclaimers of interest and other documents as the relevant financier may require. For the purposes of this section, TELUS is executing this Agreement for itself and as agent for the financiers with whom TELUS may be entering into financing arrangements from time to time, as acknowledged in this Agreement

12. No Lease. This Agreement shall not constitute a lease between the Grantor and TELUS, nor create in favour of TELUS any estate in the Premises. Any locking or segregation or fencing of the Equipment is for security purposes only and, subject to TELUS' reasonable security and safety requirements, the Grantor shall at all times be allowed access to the Site. The Grantor covenants that should it ever transfer, sell or otherwise dispose of its interest in the Premises, the Grantor will use its best efforts to cause the transferee or purchaser to take an assignment of and assume the obligations of, the Grantor under this Agreement. The Grantor agrees to use its best efforts to obtain a non-disturbance agreement from any mortgagee(s) of the Premises in such form as TELUS may, from time to time, reasonably require.

13. Assignment. Except as otherwise permitted in this Agreement, this Agreement shall not be assigned by TELUS without the prior written consent of the Grantor, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, TELUS may, without consent: (i) assign its rights and obligations under this Agreement to any related or affiliated entity including a partnership; and (ii) license use of a portion or all of the Site and its appurtenances together with TELUS' rights to the Rest of the Premises to any related or affiliated entity including a partnership or to a third party. Whenever the Grantor's consent is required by virtue of these provisions, such consent is deemed granted if Grantor does not respond within fifteen (15) days to the written request of TELUS for such consent. The Grantor agrees that it will not transfer or assign the whole or any part of this Agreement or any interest therein or arising thereunder, except to a bona fide purchaser or mortgagee for value and transferee of the entirety of the Grantor's remaining interest in the Premises.

14. Governing Law. The provisions of this Agreement shall be governed by, and interpreted in accordance with, the applicable laws of Canada and of the province of British Columbia. The Parties hereby attorn to the exclusive jurisdiction of the courts of that province, and the venue shall be the capital of that province.

15. Government Regulation. TELUS shall, at all times, ensure that the installation, operation and maintenance of its Equipment and the Equipment Space comply with all applicable laws, directions, rules and regulations of governmental authorities having jurisdiction over TELUS' operations, including all applicable building codes, and Industry Canada and Transport Canada requirements (as are in effect from time to time). The Grantor shall, at all times, ensure that the operation, including repair and maintenance of the Premises complies with all applicable laws, directions, rules and regulations of such governmental authorities (as are in effect from time to time).

16. Continued Use. In the event that TELUS continues to use the Site after the expiration of the Term (except for activities pursuant to subsection 6(d) hereof), TELUS shall be deemed to be occupying the Site as a licensee from month to month at a monthly at the current monthly fee of one twelfth (1/12) of the annual Fee. The fee shall thereafter be payable monthly in advance on the first day of each month following the expiration of the Term, with all other rights and obligations of this Agreement remaining in force, to the extent they may apply to a month to month licence, subject to the proviso that neither party may terminate the month to month licence except by giving ninety (90) days written notice to the other party.

17. Withholding. TELUS shall withhold from amounts payable to the Grantor under this Agreement, any applicable non-resident withholding taxes and shall remit such taxes to the Canadian taxing authorities.

When such amounts are remitted by TELUS, they will be deemed in satisfaction of the same amounts payable to the Grantor under this Agreement and TELUS shall have no further responsibility for any amounts so remitted.

18. Expropriation. If during the Term, the whole or any part of the Premises is expropriated, the Grantor shall not accept any award for compensation without TELUS' prior written consent. TELUS shall be entitled to receive such part of the award as compensation for the loss of its interest in the Site.

19. Environmental. The Grantor represents and warrants that there are not contained, on, within or under the Premises, any toxic material or hazardous substances or any other contaminants as defined under all applicable provincial or federal legislation, regulation or orders of any kind (collectively "**Hazardous Substances**"). The Grantor shall indemnify and hold TELUS harmless from and against any cost, claims or liability (including statutory) arising from the presence of Hazardous Substances on, within or under the Premises existing as at the Commencement Date and during the Term. Should Hazardous Substances be found or come to the knowledge of the Grantor during the Term, it shall immediately advise TELUS in writing of their existence. TELUS shall have the right to conduct environmental testing at the Premises at any time during the Term and to terminate this Agreement immediately without damages or penalty should the results of such environmental testing demonstrate the presence of Hazardous Substances at levels not acceptable to TELUS, acting reasonably. TELUS shall comply with all applicable provincial or federal environmental legislation, regulation or orders of any kind relating to the Equipment and the Equipment Space.

20. Transmissions; Counterparts; Notices. This Agreement may be executed in counterparts and transmitted by facsimile or other electronic means of transmission, and all such counterparts together will constitute one agreement. Any notice required or authorized by this Agreement shall be deemed to have been properly given if by personal delivery, registered mail, courier, confirmed fax transmission, or other electronic transmission to the address, fax number or e-mail address (if applicable) specified in this Agreement or to any other address, fax number or e-mail address duly notified by one party to the other.

21. Severability. Any provision of this Agreement that is determined to be void or unenforceable in whole or in part shall be deemed unwritten and shall not affect or impair the validity or enforceability of any other provision of this Agreement, which shall all remain binding on the Parties.

22. Co-operation and Authorization. The Grantor shall, at TELUS' expense, assist and co-operate with TELUS in obtaining government approvals for TELUS to exercise its rights under this Agreement including obtaining from any person, corporation or government authority, relevant information regarding the Premises and the Grantor agrees to execute, from time to time, authorization letters and any additional documents that TELUS may reasonably require for the purposes of exercising its rights under this Agreement.

23. Confidentiality. Each party (the "**Receiving Party**") shall treat the details of this Agreement and any information acquired as a result of this Agreement from the other party concerning the other party's plans, businesses, technology, products, processes, work or services (the "**Confidential Information**") as strictly confidential. The Receiving Party shall use the Confidential Information solely for the purpose of establishing and operating the business arrangements contemplated in this Agreement (the "**Purpose**") and shall not disclose the Confidential Information to third parties, except (i) to the Receiving Party's related or affiliated entities including partnerships and to the Receiving Party's contractors, licensees, advisors and agents who have a need to know the Confidential Information for the Purpose and who have agreed to maintain the confidentiality of such information, or (ii) as required by law, provided the Receiving Party provides prior written notice of such legal disclosure requirement to the other party. The forgoing restrictions shall not apply to information that is rightfully obtained by the Receiving Party from a third

party, that is in the public domain through no fault of the Receiving Party, or that is independently known or developed by the Receiving Party. This provision shall survive any termination of this Agreement.

24. Schedules. Schedules and other documents attached or referred to in this Agreement, including the following Schedules, are an integral part of this Agreement:

Schedule “A” – Description of Premises

Schedule “B” – Identification of Site

Schedule “C” – Amendments to Terms and Conditions (if applicable)

If any conflict should arise between a term or condition in a Schedule and in the main part of this Agreement, the term or condition in the Schedule shall govern.

25. Detailed Drawing/Plan and Changes to Site

- (a) **Detailed Drawing/Plan** - TELUS may and without the consent of the Grantor, replace Schedule “B” with a new or amended Schedule “B”, in order to show the Site and/or the Equipment in further detail, including, at TELUS’ discretion a survey of the Premises and/or the Site which TELUS may register in the applicable B.C. Land Title Office (“**Land Title Office**”).
- (b) **Changes to Site** - TELUS may change the areas comprising the Site (including relocate and add to such areas), and:
 - (i) if the change is significant the consent of the Grantor shall be required, which consent the Grantor agrees not to unreasonably withhold, delay or condition; and
 - (ii) if the change is not significant no consent of the Grantor shall be required.

Changes to the Site shall be shown on either a new or amended Schedule “B”.

26. Interpretation. Wherever the expression “including” is used in this Agreement, it shall mean “including without limitation”.

27. Recitals and Authority. The Parties agree that, as of the Commencement Date, the recitals set forth on page one of this Agreement are true and correct and are to be considered representations and warranties. The Grantor and/or its agent represent and warrant that it has full authority to enter into and sign this Agreement and bind the Grantor accordingly.

28. Registration. TELUS shall be permitted to register the statutory right of way granted in this Agreement on title to the Premises at TELUS’s expense in the applicable Land Title Office. Grantor shall co-operate with TELUS in initialling any minor modifications to this Agreement that may be necessary in the future, for this Agreement to be in registerable form satisfactory to the Land Title Office.

29. Encumbrances. TELUS may, at its option, pay or discharge any arrears owing under any encumbrance upon the Premises which has priority over the interests of TELUS under this Agreement, or any arrears of any property taxes, local improvement charges and any other rates, duties, levies and assessments levied or assessed by any competent government authority upon or in respect of the Premises or that affect the Premises in any way, in which event TELUS shall be subrogated to the rights of the creditors of such discharged obligations and may, at its option, apply the Fee or any other amounts owing to the Grantor under this Lease to the repayment of any arrears so paid or discharged. The Grantor agrees to promptly provide TELUS with a copy of any notice it receives of any arrears described in this section.

30. Entire Agreement. This Agreement cancels and replaces all prior agreements between the parties with respect to the Site, and expressly excludes all prior representations and discussions, either oral or written, between the parties other than those set forth in this Agreement. Each party acknowledges having obtained adequate explanation of the nature and scope of each of the clauses of this Agreement, and having had the opportunity to consult legal counsel with respect thereto. Except as otherwise provided in this Agreement, this Agreement may not be amended or modified except by written agreement executed by both Parties.

31. Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Grantor and the successors and permitted assigns of TELUS, and no permitted assignee or successor of the Grantor (including any transferee of or successor in title to the Premises) shall challenge the validity or enforceability of any aspect of this Agreement. The Grantor shall cause every assignee or successor of the Grantor to agree in writing to be bound by all obligations of the Grantor hereunder. Prior to a conveyance or assignment of its interest in the Premises, the Grantor shall provide TELUS with written notice of the identity of the successor or assignee and the address at which the amounts payable to the Grantor hereunder shall be tendered and notices given pursuant to the conveyance or assignment.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first above written.

MAILING/COURIER ADDRESS OF GRANTOR:

28 - 11th Avenue South
Cranbrook, BC V1C 2P1

Attention: Shawn Tomlin
Telephone: 250-489-2791
Facsimile: 250-489-3498
E-mail (if applicable): stomlin@rdek.bc.ca

REGIONAL DISTRICT OF EAST KOOTENAY

By: _____
Name: Shawn Tomlin
Title: Chief Administrative Officer

GST/HST _____
Registration No: _____
PST Registration _____
No: _____

200 Consilium Place Suite 1600
Scarborough, Ontario M1H 3J3
Attention: Real Estate Manager
Telephone: 1-800-815-5715
Facsimile: 1-416-279-3181
Emergency 24 Hour #: 1-800-391-1391
E-mail wireless.re@telus.com

TELUS Communications Inc.

By: _____
Name: Marc Parras
Title: Manager, Technology Strategy

SCHEDULE “A”

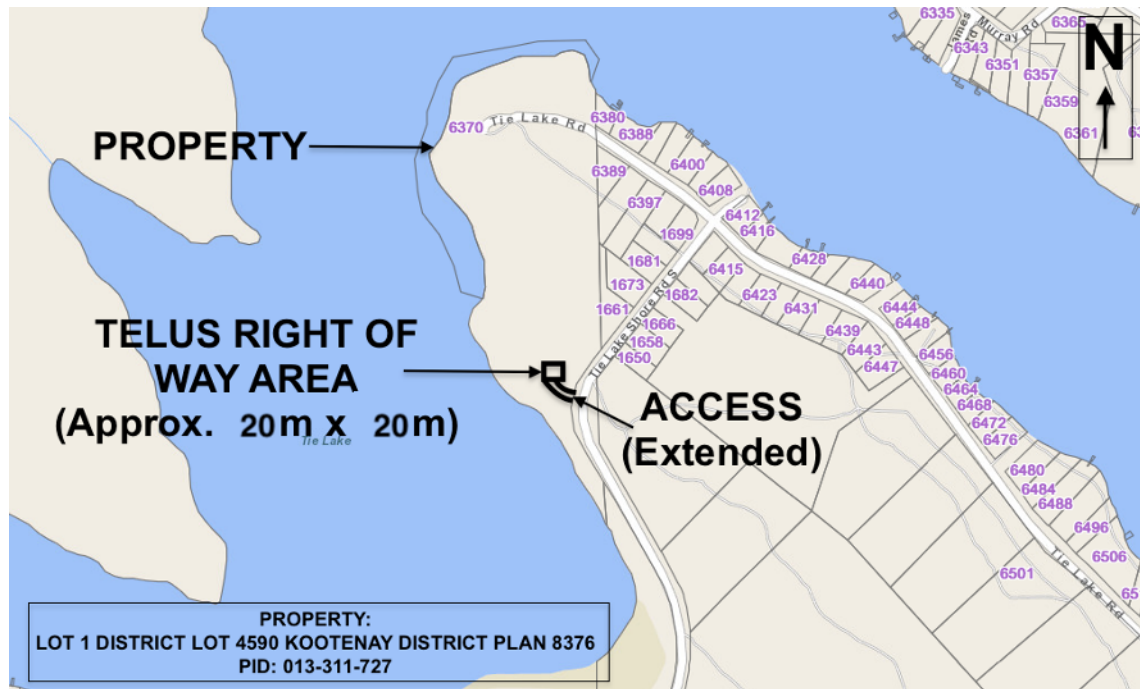
DESCRIPTION OF PREMISES

Real property located in the Regional District of East Kootenay, in the Province of British Columbia, known municipally as 6370 Tie Lake Road, Tie Lake, BC (Tie Lake Regional Park) and with the following legal description:

LOT 1 DISTRICT LOT 4590 KOOTENAY DISTRICT PLAN 8376

PID: 013-311-727

SCHEDULE "B"
IDENTIFICATION OF SITE



SCHEDULE “C”

AMENDMENTS TO TERMS AND CONDITIONS

1. Subsection 4(a) is amended as follows:

Rights Generally - In this Agreement, TELUS shall have certain rights to use those parts or areas of the Premises described in Schedule B attached to this Agreement (the “**Site**”) and certain rights over the rest of the Premises, except the Site (the “**Rest of the Premises**”). Notwithstanding the foregoing, this Agreement is subject to the condition that the Grantor shall, acting reasonably, reserve the right to approve the Grantee’s construction drawings prior to the commencement of any construction in the Right of Way Area.

Request for Decision

Transportation & Infrastructure Referral

File No: P 201 600
Reference:
Date: March 25, 2020

Subject: Section 16 Map Reserve – MoTI / Shuswap Land Swap
Applicant: Transportation and Infrastructure
Agent: Tammy Anderson
Location: East side of Hwy 93/95 between Invermere and Dry Gulch
Legal: Rem District Lot 5353, Kootenay District (PID: 024-264-717)
Sublot 100, District Lot 4596, Plan X-32 (PID: 016-720-351)

Proposal: Section 16 Map Reserve application for two Crown-owned lots to ensure no further encumbrances are placed on them while the MoTI negotiates a land transfer with the Shuswap Indian Band. The land transfer (land swap) is desired because a portion of Highway 93/95 encroaches onto Shuswap Reserve land and to accommodate future highway widening.

Options:

1. THAT the Ministry of Transportation and Infrastructure be advised the RDEK supports the Ministry's Section 16 Map Reserve Application for two Crown-owned lots between Invermere and Dry Gulch.
2. THAT the Ministry of Transportation and Infrastructure be advised the RDEK does not support the Ministry's Section 16 Map Reserve Application for two Crown-owned lots between Invermere and Dry Gulch.

Recommendation: Option #1
The present referral is a first step in the negotiations. A future "addition to reserve" referral to the RDEK from MFLNRO is anticipated if negotiations are successful and before any land transfer occurs. Expressing RDEK support for the Section 16 Map Reserve is not support for the land swap, as it merely ensures that the lands in question are protected against further encumbrances while the negotiations are conducted. However, if the Board wishes to comment on the suitability of the parcels themselves being part of the present negotiations, then a separate or amended motion would be appropriate.

Property Information: **OCP Designation:**
Rem District Lot 5353: RR, Rural Resource; which includes rural residential and rural resource land uses with parcel sizes 8.0 hectares and larger. The RR designation also recognizes the use of these lands for agriculture, resource extraction, open space and working landscape.

Sublot 100, DL 4596, Plan X-32: Not designated, not within an OCP

OCP Policies (Transportation Network):

- The Ministry of Transportation and Infrastructure has indicated a long-range interest in an upgrade of Highway 93/95 between the Village of Radium Hot Springs and the District of Invermere to a four-lane divided rural highway. To facilitate this upgrade, dedication of land to the

**Property
Information -
cont'd:**

Ministry of Transportation and Infrastructure as a right of way for the construction of additional highway lanes and frontage roads is supported.

- Access management initiatives for Highway 93/95 between the Village of Radium Hot Springs and the District of Invermere, identified by the Ministry of Transportation and Infrastructure, are supported. These include:
 - (a) Limiting direct access to Highway 93/95, in particular direct private and commercial driveways.
 - (b) Encouraging joint use of driveways.

OCP Policies (Crown Land Management):

- Residents and visitors accessing Crown land are encouraged to minimize impacts to grazing, habitat and wildlife by restricting motorized use to existing trails, packing out garbage and respecting regulations in place on Crown land.

Zoning Designation: Both lots are A-2, Rural Residential Country Zone, minimum parcel size: 8.0 ha.

Parcel Size:

Rem District Lot 5353: approx 60 ha (148 ac)

Sublot 100, DL 4596, Plan X-32: approx. 64 ha (158 ac)

Density: N/A

ALR Status: Both properties are within the ALR

BC Assessment: Residential

Water / Sewer Services: N/A

Interface Fire Hazard Rating: Ranging from moderate to high, Crown land is not serviced by RDEK fire services.

Flood Hazard Rating: The area under application is not identified as being within a flood hazard area nor within a special policy area for flood hazard but there are creeks and drainages that cross the lands.

**Crown Land
Management
Plans:**

N/A

**Lake Management
Plans:**

N/A

**Shoreline
Management
Guidelines:**

N/A

**Additional
Information:**

- The referral states that the purpose for the land transfer is to rectify the trespass of the province's highway through Shuswap Indian Band's Reserve #0 and to secure tenure of the road to allow MoTI to maintain it. MoTI is working with Shuswap Indian Band and the Federal Government to rectify the trespass through the Reserve by negotiating a land transfer of the two parcels of Crown land to be added to the reserve for use and benefit by Shuswap Indian Band.

**Additional
Information -
cont'd:**

- The surrounding communities use numerous unlicensed recreation trails which are located throughout the two subject properties. The potential loss of public access to these Crown lands for recreational use has been raised as a major concern by adjacent residents.

Consultation:

APC Area G: No comment to date

**Documents
Attached:**

- Location Map
- Letter of referral from MoTI
- Maps provided by MoTI

**RDEK
Contact:**

Tracy Van de Wiel, Planning Technician 2
Phone: 250-489-0306
Email: tvandewiel@rdek.bc.ca

Location Map

Subject Lots

To Robson

To Fairmont

Shuswap Reserve

Wimmer Area Park

Wimmer Lake

Stoddart Creek

Highway 93/95

Westside Rd

Stoddart Rd

Wimmer Pontoon Rd

Lambert Rd

Cooper Rd

Swales Rd

Westside Rd

Industrial Rd

13th Ave

10th Ave

7th Ave

5th Ave

4th Ave

3rd Ave

2nd Ave

1st Ave

DL 7912

DL 5032

DL 3946

DL 288

DL 351

DL 5343

DL 562

DL 4351

DL 493

DL 969

DL 9000

DL 4336

DL 4347

DL 95

DL 2846

DL 375



Sent via email

2020-01-13

Regional District of East Kootenay
19 - 24th Avenue South
Cranbrook, BC V1C 3H8

Re: Section 16 Map Reserve Application for two parcels on unsurveyed Crown land located in the vicinity of Hwy 93-95 and Athalmer Road

I am writing to notify you that the Ministry of Transportation and Infrastructure (MoTI) has applied for Section 16 Map Reserve under the Land Act for the following two parcels on unsurveyed Crown Land, located in the vicinity of Hwy 93-95 and Athalmer Road.

- District Lot 5353, Kootenay District, except parts included in Plans 2945, 4063, 4062 and 4394 – PID 024 264 717
- Sublot 100, District Lot 4596, Kootenay District, Plan X32 – PID 016 720 351

MoTI is currently negotiating an agreement with Shuswap Indian Band to resolve a tenure issue on Hwy 93-95 and Athalmer Road within Shuswap Indian Reserve IR #0. MoTI is seeking a Federal transfer of Reserve land required for Hwy 93-95 and Athalmer Road. As part of an overall negotiated agreement with Shuswap Indian Band, MoTI is looking to transfer the two parcels of Crown land under a Land Act - Transfer of Administration and Control to Canada, the land will be added to reserve for use and benefit by Shuswap Indian Band. A Section 16 Map Reserve is required to ensure no further encumbrances are placed on the lands prior to transfer to Shuswap Indian Band.

If you have any further information that may inform how these decisions might impact any tenure you may have in the area please contact me by 2020-03-31, to enable the Province to consider such information in relation to its decision making.

If you have any questions about the proposed lands or need clarification of the attached information, please contact me at (250) 371-3878 or Tammy.Anderson@gov.bc.ca

Yours truly,

Tammy Anderson, BNRSc., P. Ag
Senior Advisor, Indigenous Relations

Attachment:
Subject lands location maps

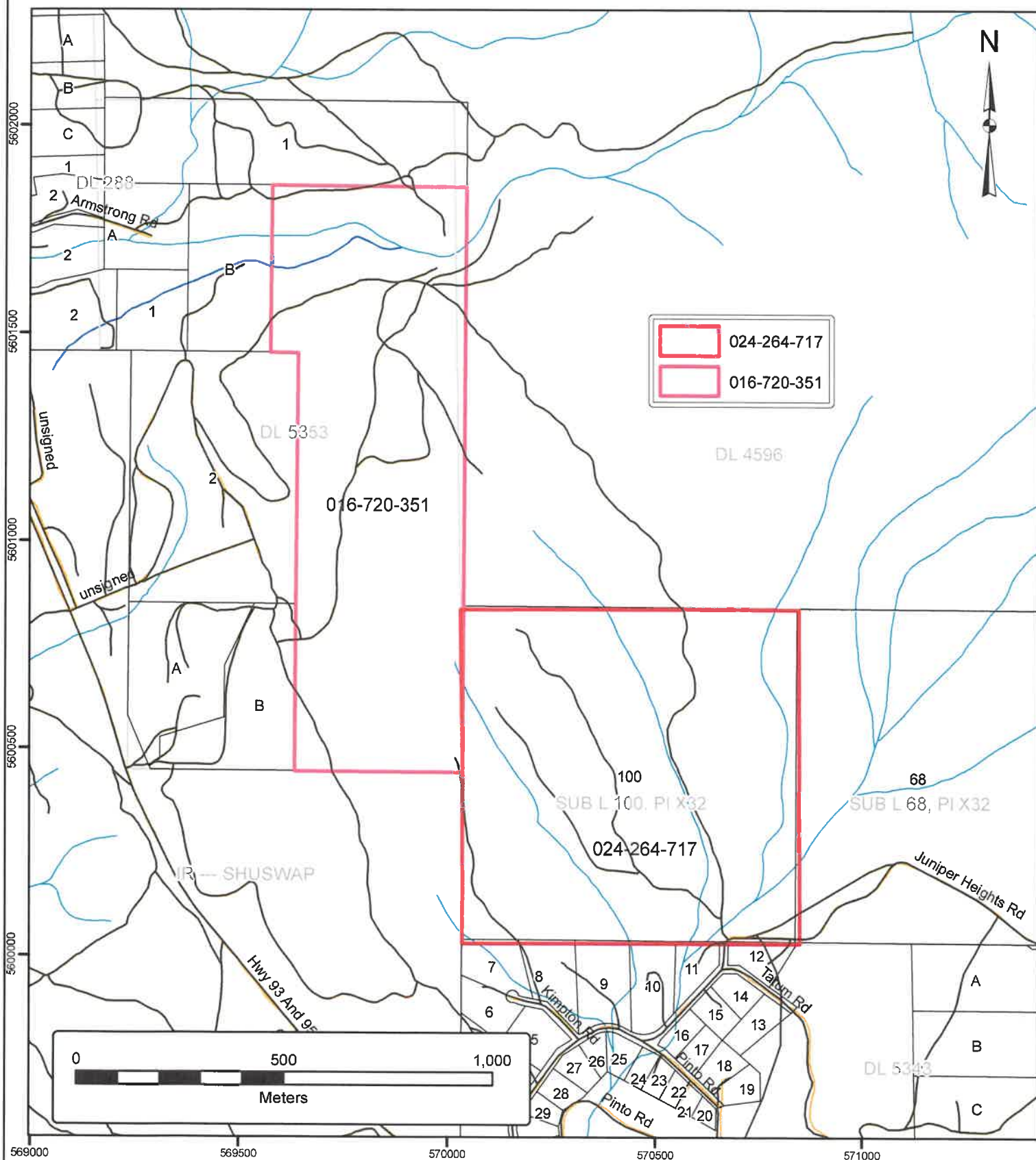
Ministry of Transportation and
Infrastructure

Southern Interior Region
Indigenous Relations

Mailing Address:
342-447 Columbia Street
Kamloops, BC V2C 2T3

Telephone: 250 371-3878
Facsimile: 250 828-4229
Website: www.gov.bc.ca/tran

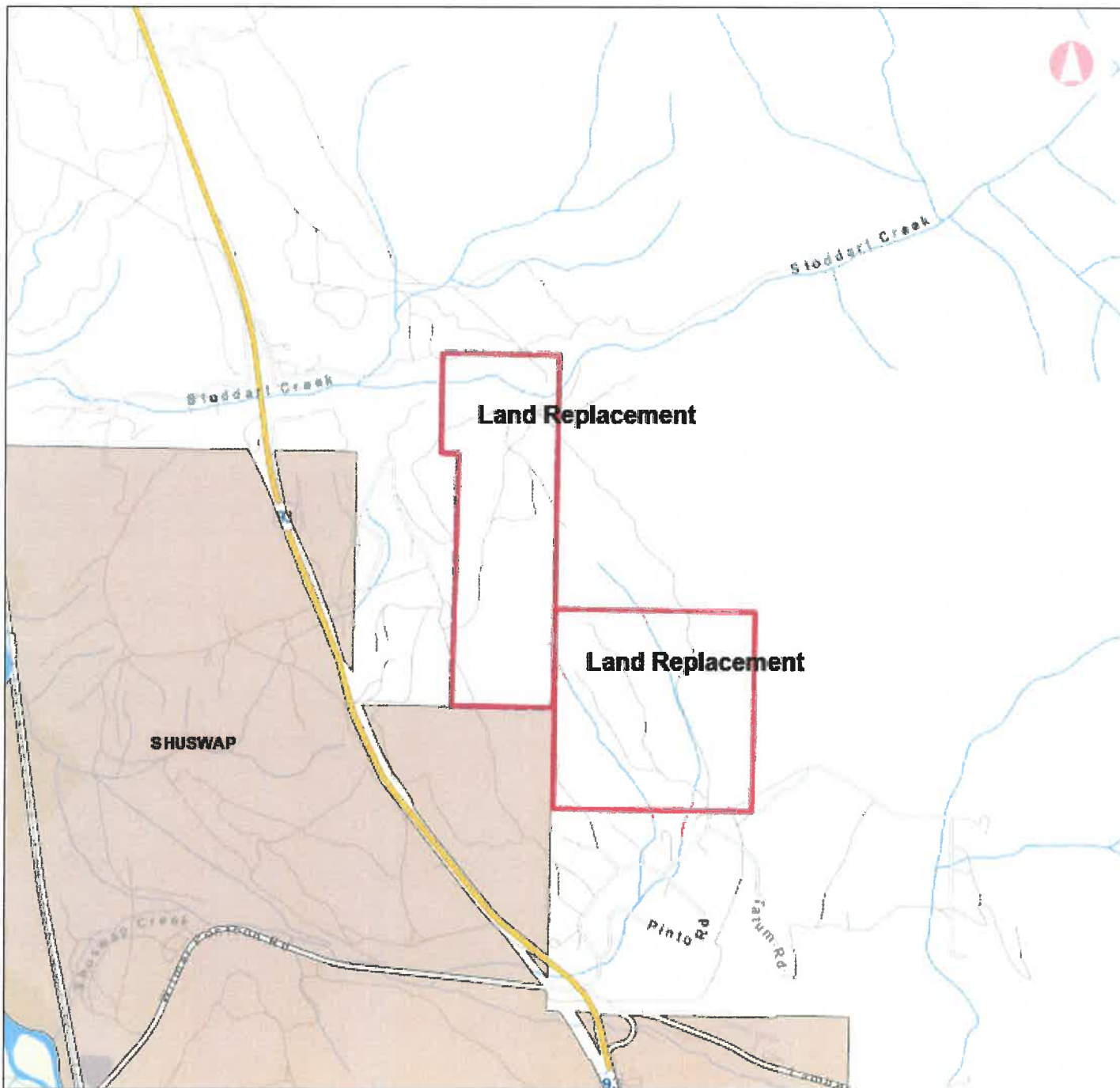
Lands N and E of Reserve
Property 7



...cranbrook\Staff Projects\BLucas\SIB-Invermere.mxd\ May1/16 ww

Scale 1:12,500

BCGS Mapsheet(s): 82K.060
Page 153 of 154



Replacement Land

Legend

-  Indian Reserves - Colour Fill
-  Indian Reserves - Outlined

0 0.73 1.47 km

1: 36,112

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Datum: NAD83

Projection: WGS_1984_Web_Mercator_Auxiliary Sphere

Key Map of British Columbia

