The District of Taylor

Agenda

Regular Council Meeting
to be held in Council Chambers
located at the District Office at 10007 – 100 A Street
Tuesday, July 2, 2019 at 5:00 PM

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7.3 Committee of the Whole Meeting Minutes
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7.5 Annual General Meeting Minutes
       June 25, 2019

8. CORRESPONDENCE

8.1 Correspondence list
       July 2, 2019 Correspondence List

8.2 Acquisition of Gathering & Processing Facilities from Westcoast Energy dba Spectra
       Jeff Enns, Regulatory Specialist, NorthRiver Midstream Operations
       Acquisition of Gathering & Processing Facilities from Westcoast Energy dba Spectra

8.3 The Path Forward to Recover The Caribou Plan in Northern British Columbia
       Blair Lekstrom, Community Liaison
       Caribou Recovery Report

8.4 Letter of Appreciation
       Niki Hedges, Executive Director, Fort St. John Hospital Foundation
       Letter of Appreciation

8.5 Ditching and Utility Corridor Complaint Letter
       Resident
       Ditching and Utility Corridor Complaint Letter

8.6 Forgiveness of 2019 Water and Sewer Fees Request – Church of the Good Shepherd · Staff Memo
       Tyla Pennell, Corporate Officer
       Forgiveness of 2019 Water and Sewer Fees Request – Church of the Good Shepherd · Staff Memo

9. UNFINISHED BUSINESS

10. NEW BUSINESS

10.1 Proposed Protection Committee Meeting Date Change to July 29, 2019,
       Verbal Discussion

11. COUNCIL REPORTS

12. STAFF REPORTS
13. **BYLAWS**

13.1 Revenue Anticipation Borrowing Bylaw No. 836, 2019
Final Reading and Adoption
Revenue Anticipation Borrowing Bylaw No. 836, 2019

13.2 Open Air Burning Bylaw No. 834, 2019
First Three Readings
Open Air Burning Bylaw No. 834, 2019

13.3 Zoning Amendment Bylaw No. 835, 2019
First Two Readings
Zoning Amendment Bylaw No. 835, 2019

14. **MEDIA & GALLERY • QUESTION PERIOD**

15. **CLOSED MEETINGS**

15.1 As per the Community Charter Section 90:
- (1)(c) labour relations or other employee relations;
- (1)(d) the security of the property of the municipality;
- (1)(n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);
- (2)(a) a request under the Freedom of Information and Protection of Privacy Act, if the council is designated as head of the local public body for the purposes of that Act in relation to the matter.

16. **ADJOURNMENT**

[Signature]

Corporate Officer
COMMITTEE PRESENT: Brent Taillefer, Chair
Michelle Turnbull, Vice Chair
Rob Fraser, Ex-officio

COMMITTEE ABSENT: Nil

STAFF PRESENT: Andrew Young, MCIP, RPP, Chief Administrative Officer
Ryan Nelson, Director of Operations

GALLERY & MEDIA PRESENT: Nil

RECORDING SECRETARY: Tyla Pennell, Corporate Officer

1. CALL TO ORDER
Chair Taillefer called the meeting to order at 9:02 a.m.

2. INTRODUCTION OF LATE ITEMS
Nil

3. APPROVAL OF AGENDA
The agenda was approved as presented.

4. GUESTS & DELEGATES
Nil

5. GALLERY COMMENTS ON AGENDA TOPICS
Nil

6. CORRESPONDENCE
Nil
7. **UNFINISHED BUSINESS**

7.1 2019 Capital Projects Chart, Verbal Update

Ryan Nelson, Director of Operations

The Director of Operations provided the following update on projects outlined on the 2019 Capital Projects Chart:

- The CN Crosswalk at 100A Street project is now complete
- The Pine Avenue West Sewer Extension and Road Construction project warranty period is now in effect and a walkthrough was recently completed
- Local business owners have been contacted to advise that topsoil is available for removal from the Jarvis Crescent Subdivision

Discussion ensued around Jarvis Crescent Subdivision project progress. The Committee requested that monthly updates be published in the Taylor Times and that Jarvis Crescent Subdivision Updates be included as a standing item on the Public Works Committee Agenda.

The Director of Operations advised that the River Filterhouse Backup Generator has been commissioned and noted that a project update has been submitted to the Taylor Times. The Director of Operations also advised that a response has not been received at this time from the Agricultural Land Commission regarding the Public Works Shop and Salt/Sand Structure project.

Discussion ensued around inquiries to purchase lots at Jarvis Crescent Subdivision. It was noted that lot pricing has not been established at this time and it would be prudent to develop a design covenant that provides guidelines for future housing construction.

Direction to staff to develop a draft design covenant for Jarvis Crescent Subdivision.

8. **NEW BUSINESS**

Nil

9. **COMMITTEE REPORTS**

Nil

10. **STAFF REPORTS**

10.1 Verbal Updates on Committee Business

The Director of Operations provided a verbal update on the following topics:

June 17, 2019
• Receipt of ICBC grant funding for Cherry Avenue East radar speed signs
• Hiring of Public Works Casual Labourers
• Development of Water Mainline Replacement Request for Proposals
• Water reservoir levels and well repairs
• SCADA system maintenance requirements
• Enbridge property access request to perform pipeline servicing

10.2 100th Street – Road Repairs

Ryan Nelson, Director of Operations

Discussion ensued around budget reallocations and timelines to complete road repairs on 100th Street.

The Committee agreed to advance this topic for discussion to the Regular Council Meeting being held this same day.

11. MEDIA & GALLERY - QUESTION PERIOD
Nil

12. CLOSED MEETINGS
Nil

13. ADJOURNMENT
The Public Works Committee Meeting adjourned at 9:39 a.m.

Certified in accordance with Section 148 of the Community Charter.

_________________________________
Corporate Officer

Confirmed this ________ day of ______________, 2019.

_________________________________
Chair
1. CALL TO ORDER
   Chair Lueneberg called the meeting to order at 1:02 p.m.

2. INTRODUCTION OF LATE ITEMS
   Nil

3. APPROVAL OF AGENDA
   The agenda was approved as presented.

4. GUESTS & DELEGATES
   Nil

5. GALLERY COMMENTS ON AGENDA TOPICS
   Nil
6. **CORRESPONDENCE**
   Nil

7. **UNFINISHED BUSINESS**
   7.1 Draft Open Air Burning Bylaw - Staff Memo
   Steve Byford, Fire Chief

   The Fire Chief provided an overview of revisions made to the draft Open Air Burning Bylaw as requested and provided clarification surrounding provincial regulations for fire pit dimensions. It was noted that parameters surrounding Class 1 fires are not included in the proposed Open Air Burning Bylaw.

   Direction to staff to bring forward the draft Open Air Burning Bylaw for first three readings to the Regular Council Meeting being held on Tuesday, July 2, 2019, and advertise the proposed bylaw on Facebook and in the Taylor Times.

8. **NEW BUSINESS**
   Nil

9. **COMMITTEE REPORTS**
   Nil

10. **STAFF REPORTS**

11. **MEDIA & GALLERY - QUESTION PERIOD**
    Nil
    11.1 Verbal Updates on Committee Business

    The Fire Chief provided an update on proposed Special Event Bylaw development and an overview of meetings held with special event organizers to discuss emergency access and evacuation routes. Discussion ensued around emergency announcements at special events. The Committee suggested that staff consider a requirement in the proposed bylaw for event organizers to maintain a bullhorn or sound system for emergency announcements and communication.

    The Fire Chief provided a verbal update on the following topics:
    - Review and submission of updated Standard Operating Guidelines for the Chief Administrative Officer's review
    - Preparation for Fire Preparedness Community Day scheduled on Saturday, September 14, 2019

    The Deputy Chief/Protective Services Specialist provided an update on the
following topics:
- Unsightly premises remediation
- ICBC Information Sharing Agreement
- SPCA Agreement finalization
- Everbridge Emergergency Alert registrations
- Fire Prevention Week school visits
- Emergency evacuation planning

12. CLOSED MEETINGS
The Protection Committee Meeting was Closed to the public with the time being 1:38 p.m., as per the Community Charter Section 90 (1):
- (g) litigation or potential litigation affecting the municipality;
- (n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2)

13. ADJOURNMENT
The Protection Committee Meeting adjourned at 1:58 p.m.

Certified in accordance with Section 148 of the Community Charter.

___________________________________________
Corporate Officer

Confirmed this ___________ day of _____________, 2019.

___________________________________________
Chair
District of Taylor
Committee of the Whole Meeting Minutes
June 17, 2019 held in Council Chambers
located at the District Office at 10007 – 100 A Street

COMMITTEE PRESENT:
Rob Fraser, Mayor
Michelle Turnbull, Councillor
Brent Taillefer, Councillor
(Arrived at 4:05 p.m.)
Dave Lueneberg, Councillor

COMMITTEE ABSENT:
Betty Ponto, Councillor

STAFF PRESENT:
Andrew Young, MCIP, RPP, Chief Administrative Officer
Michael McPhail, Director of Financial Services
Ryan Galay, Golf Course General Manager

GALLERY & MEDIA PRESENT:
Matt Preprost, Alaska Highway News
Scott Brooks, Moose FM
Troy Proctor, Resident
(Left at 4:20 p.m.)
Stuart Mitchell, Resident
(Left at 4:20 p.m.)

RECORDING SECRETARY:
Tyla Pennell, Corporate Officer

1. CALL TO ORDER
Chair Fraser called the meeting to order at 4:00 p.m.

2. INTRODUCTION OF LATE ITEMS
Nil

3. APPROVAL OF AGENDA
The agenda was approved as presented.
4. **GUESTS & DELEGATES**  
Nil

5. **GALLERY COMMENTS ON AGENDA TOPICS**  
Mr Proctor introduced himself and advised that a development variance permit request has been submitted to allow construction of a garage on his property which will increase assessment value and be used for storage.

Mr. Mitchell introduced himself and advised that a development variance permit request has been submitted to allow construction of a garage on his property for vehicle storage.

6. **CORRESPONDENCE**  
Nil

7. **UNFINISHED BUSINESS**  
Nil

8. **NEW BUSINESS**  
8.1 Proposed Additional 2019 Charity Tournaments at Lone Wolf Golf Club  
Ryan Galay, Lone Wolf Golf Club Manager  
**Recommendation:**

"THAT, Council approves the sponsorship of a $10,000 Hole in One Prize and funding of the entrance fee for a Council and/or staff member team for the following charity tournaments booked at Lone Wolf Golf Club: Fort St. John Rotary Club (August 23rd), and the Child Development Center Fundraiser (September 21st)."

9. **COMMITTEE REPORTS**  
Nil

10. **STAFF REPORTS**  
10.1 Verbal Updates on Committee Business  

The Corporate Officer advised that the Medical Clinic schedule for July is limited to be open for only one to two days per week due to physician vacations and leaves. It was noted that it is expected that the Medical Clinic schedule for the month of August will return to three days per week.

10.2 Development Variance Permit Application 02-2019 – 10416 98th Street  
Tyla Pennell, Corporate Officer

June 17, 2019
The Chief Administrative Officer noted that there is an error in the report and that "1.5 metres" should be revised to "1.2 metres" in the recommended resolution.

Discussion ensued around the development variance permit request. The Committee agreed that a 2 metre fence in the front yard of the property would detract from the residential characteristic of the neighbourhood and denied the request.

10.3 Development Variance Permit Application 03-2019 – 10587 101st Street
Tyla Pennell, Corporate Officer

Discussion ensued around zoning bylaw parameters associated with maximum total floor area for accessory buildings, overall maximum parcel coverage and alternate access routes to the property requesting the variance.

**Recommendation:**

"THAT, the development variance permit application 03-2019 be approved to permit a relaxation of the maximum total floor area and parcel coverage for accessory buildings from the permitted 10% to 13%; and

THAT, the approval be subject to the removal of one existing accessory building."

10.4 Development Variance Permit Application 04-2019 – 10215 98th Street
Tyla Pennell, Corporate Officer

Photos of the manufactured home were provided under separate cover and form part of these minutes.

**Recommendation:**

"THAT, the development variance permit application 04-2019 be approved to permit a relaxation of the maximum age for newly placed manufactured homes, from the permitted 15 years to 31 years."

**Development Variance Permit Application 04-2019 Photos**

10.5 Development Variance Permit Application 05-2019 – 10864 101st Street
Tyla Pennell, Corporate Officer

**Recommendation:**

"THAT, the development variance permit application 05-2019 be approved to permit a relaxation of the maximum total floor area and parcel coverage for accessory building from the permitted 10% to 16%; and

THAT, the approval be subject to the removal of one existing accessory building."
11. MEDIA & GALLERY - QUESTION PERIOD  
Nil

12. CLOSED MEETINGS  
Nil

13. ADJOURNMENT  
The Committee of the Whole Meeting adjourned with the time being 4:20 p.m.

Certified in Accordance with Section 148 of the Community Charter.

__________________________________________  
Corporate Officer

Confirmed this _________ day of ________________, 2019.

__________________________________________  
Chair
District of Taylor  
Regular Council Meeting Minutes  
June 17, 2019 held in Council Chambers  
located at the District Office at 10007 – 100 A Street

COUNCIL PRESENT:  
Rob Fraser, Mayor  
Brent Taillefer, Councillor  
Michelle Turnbull, Councillor  
Dave Lueneberg, Councillor

COUNCIL ABSENT:  
Betty Ponto, Councillor

STAFF PRESENT:  
Andrew Young, MCIP, RPP, Chief Administrative Officer  
Michael McPhail, Director of Financial Services

GALLERY & MEDIA PRESENT:  
Nil

RECORDING SECRETARY:  
Tyla Pennell, Corporate Officer

1. CALL TO ORDER  
Mayor Fraser called the meeting to order at 5:00 p.m.

2. INTRODUCTION OF LATE ITEMS  
Council agreed to include 100th Street Road Repairs for discussion under New Business.

3. ADOPTION OF AGENDA

RESOLUTION  
#186/2019  
"THAT, the agenda be adopted as amended."

CARRIED

4. GUESTS & DELEGATES
Nil

5. **GALLERY COMMENTS ON AGENDA TOPICS**
   Nil

6. **ADOPTION OF MINUTES**
   6.1 Recreation Committee Meeting Minutes
       June 3, 2019
   6.2 Regular Council Meeting Minutes
       June 3, 2019

**RESOLUTION**
#187/2019
Moved by Councillor Lueneberg
Seconded by Councillor Taillefer

"THAT, the two sets of minutes be adopted as presented."

CARRIED

7. **BUSINESS ARISING FROM THE MINUTES**
   7.1 Recreation Committee Meeting Minutes
       June 3, 2019
       Nil
   7.2 Regular Council Meeting Minutes
       June 3, 2019
       Nil

8. **CORRESPONDENCE**
   8.1 Correspondence list

**RESOLUTION**
#188/2019
Moved by Councillor Turnbull
Seconded by Councillor Taillefer

"THAT, the correspondence list be received for information."

CARRIED

8.2 Resolution of Support Request - Restoration of Provincial Support for Libraries
   Lisa Helps, Mayor, City of Victoria

June 17, 2019
Regular Council Meeting Minutes
RESOLUTION  
#189/2019  
Moved by Councillor Turnbull  
Seconded by Councillor Lueneberg  

"THAT, a letter be sent to the Minister of Education to advocate for the restoration of Provincial support for library funding."

CARRIED

8.3 Request for Approval for Sign Placement on Municipal Property
Joe Ulrich, KIT Restoration

Discussion ensued around Mr. Ulrich's request and concerns surrounding placement of business sign advertisements on municipal property. Council agreed that the request for sign placement would be denied, however, advertising support can be provided to local businesses through the Love Taylor BC program.

RESOLUTION  
#190/2019  
Moved by Councillor Lueneberg  
Seconded by Councillor Turnbull  

"THAT, Mr. Ulrich's request for the placement of a sign on municipal property be denied; and  

THAT, Mr. Ulrich be provided with advertising information for the Love Taylor BC Program."

CARRIED

8.4 Response to Resource Municipalities Coalition Southern Mountain Caribou Letter
Catherine McKenna, P.C., M.P., Ministry of Environment and Climate Change

Council noted that the letter outlined in the agenda package is missing a page. The complete copy of the letter is attached and forms part of these minutes.

RESOLUTION  
#191/2019  
Moved by Councillor Lueneberg  
Seconded by Councillor Turnbull  

"THAT, the Response to Resource Municipalities Coalition Southern Mountain Caribou Letter be received for information."

CARRIED

Response to Resource Municipalities Coalition Southern Mountain Caribou Letter-Complete

8.5 Westcoast Energy Inc., doing business as Spectra Energy Transmission

June 17, 2019
Proposed Sale of Northeast BC Gathering and Processing Assets to NorthRiver Midstream Operations LP, an Entity Controlled or Managed by Brookfield Asset Management Inc. ("Brookfield")

Rod Locke, Manager Lands and ROW Canada, Enbridge

RESOLUTION

#192/2019

Moved by Councillor Lueneberg
Seconded by Councillor Taillefer

"THAT, the Westcoast Energy Inc., doing business as Spectra Energy Transmission ("Westcoast") Proposed Sale of Northeast BC Gathering and Processing Assets to NorthRiver Midstream Operations LP, an Entity Controlled or Managed by Brookfield Asset Management Inc. ("Brookfield") correspondence be received for information."

CARRIED

9. UNFINISHED BUSINESS

Nil

10. NEW BUSINESS

10.1 2019 UBCM Convention - Potential Ministerial Meetings

Andrew Young, MCIP, RPP, Chief Administrative Officer

The Chief Administrative Officer (CAO) provided two UBCM ministerial meeting request letters which are attached and form part of these minutes. The CAO also provided an overview of suggested UBCM ministerial meetings outlined in the report. Council requested that the following meeting requests, including identified topics of discussion, be submitted to the ministries outlined below during the UBCM Convention:

- Minister of Transportation and Infrastructure
  - Peace River Bridge
  - Regional and Intra-Provincial Highway Improvements
  - Infrastructure Upgrades
  - Peace Island Park Boat Launch Road
- Minister of Municipal Affairs & Housing
  - Water Supply & Infrastructure
- Minister of Health
  - Tele-Medicine Strategy

It was noted that discussion will be initiated with Resource Municipalities

June 17, 2019

Regular Council Meeting Minutes
Coalition Administrators to determine whether additional ministerial meetings will be requested.

**UBCM Ministerial Meeting Request Letters**

10.2 100th Street Road Repairs

Discussion ensued around road conditions on 100th Street and required repairs to prolong the road's life. It was noted that funds could be reallocated from the Public Works Shop Construction Project in order to complete the required road repairs on 100th Street in 2019 as the Public Works Shop Construction is not scheduled to commence until 2020. It was also noted that a budget amendment will be required for the reallocation of funds.

**RESOLUTION**

#193/2019

Moved by Councillor Taillefer
Seconded by Councillor Lueneberg

"THAT, funding for 100th Street road repairs be reallocated from the Public Works Shop Construction Project; and

THAT, staff be authorized to proceed with 100th Street road repairs at an amount not to exceed $85,000, not including taxes."

CARRIED

11. **COUNCIL REPORTS**

Mayor Fraser provided an overview of topics discussed at the Federation of Canadian Municipalities Annual Conference.

Councillor Taillefer advised that topsoil is available from Jarvis Crescent Subdivision and noted that a Jarvis Crescent Subdivision Project status report will be published in the Taylor Times each month until project completion. Councillor Taillefer also advised that the CN Crosswalk at 100A Street Project is now complete.

12. **STAFF REPORTS**

12.1 Statement of Financial Information – 2018
Michael McPhail, Director of Financial Services

**RESOLUTION**

#194/2019

Moved by Councillor Turnbull
Seconded by Councillor Taillefer

"THAT, the 2018 Statement of Financial Information be endorsed as presented."

CARRIED

June 17, 2019
13. **BYLAWS**

13.1 Revenue Anticipation Borrowing Bylaw No. 836, 2019

First Three Readings

**RESOLUTION #195/2019**

Moved by Councillor Taillefer
Seconded by Councillor Lueneberg

"THAT, Revenue Anticipation Borrowing Bylaw No. 836, 2019 be given its first reading this 17th day of June 2019."

CARRIED

**RESOLUTION #196/2019**

Moved by Councillor Lueneberg
Seconded by Councillor Turnbull

"THAT, Revenue Anticipation Borrowing Bylaw No. 836, 2019 be given its second reading this 17th day of June 2019."

CARRIED

**RESOLUTION #197/2019**

Moved by Councillor Turnbull
Seconded by Councillor Taillefer

"THAT, Revenue Anticipation Borrowing Bylaw No. 836, 2019 be given its third reading this 17th day of June 2019."

CARRIED

14. **MEDIA & GALLERY - QUESTION PERIOD**

Mr. Preprost inquired about the process of obtaining topsoil from Jarvis Crescent Subdivision. Council advised that the Director of Operations can be contacted to make arrangements and noted that transportation arrangements and costs are the responsibility of those interested in obtaining topsoil.

Mr. Preprost also inquired about the process of reallocating funds for 100th Street road repairs. Council advised that funds for 100th Street road repairs will be reallocated from the Public Works Shop Construction Project in 2019 and that funds will be allocated to the Public Works Shop Construction Project in the 2020 Financial Plan for completion.

Recessed at 5:45 p.m. for a short break.

June 17, 2019

Regular Council Meeting Minutes
Reconvened at 5:55 p.m.

15. CLOSED MEETINGS

RESOLUTION #198/2019

Moved by Councillor Lueneberg
Seconded by Councillor Turnbull

"THAT, the Regular Council Meeting Now be Closed to the public with the time being 5:55 p.m., as per Community Charter Section 90:

• (1)(c) labour relations or other employee relations;
• (1)(n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);
• (2)(a) a request under the Freedom of Information and Protection of Privacy Act, if the council is designated as head of the local public body for the purposes of that Act in relation to the matter."

CARRIED

16. ADJOURNMENT

RESOLUTION #199/2019

Moved by Councillor Lueneberg
Seconded by Councillor Taillefer

"THAT, the Regular Council Meeting adjourn with the time being 7:26 p.m."

CARRIED

Certified in Accordance with Section 148 of the Community Charter.

_________________________
Corporate Officer

Confirmed this __________ day of ______________, 2019.

_________________________
Mayor

June 17, 2019
Regular Council Meeting Minutes
Dear Madam Mayor and Co-Signatories:

Thank you for your letter of December 12, 2018, written on behalf of the Resource Municipalities Coalition’s member communities, concerning caribou in British Columbia. I regret the delay in responding.

The Government of Canada is committed to the protection and recovery of southern mountain caribou and to fulfilling the Government’s obligations under the Species at Risk Act. In May 2018, I determined that southern mountain caribou face imminent threats to their recovery. My finding underscores the importance of immediate action to recover and protect this iconic species.

It is unfortunate that the time it took to arrive at a stable draft of the partnership agreement negotiated between the Government of Canada, the Government of British Columbia, the Saulteau First Nations and the West Moberly First Nations did not allow for substantive discussions with the Peace River Regional District to take place earlier. However, now that the engagement process on the draft partnership agreement as well as the draft section 11 agreement between Canada and British Columbia is well underway, I encourage you to provide feedback online via EngageBC or in person until May 31, 2019. The feedback from local communities (including that received at community meetings and from the Peace River Regional District in early April 2019) is essential to inform government decision making with regard to the next steps for these agreements.
You may be interested to know that on April 24, 2019, my Parliamentary Secretary, Mr. Sean Fraser, had the pleasure of meeting Mr. Blair Lekstrom, whom Premier John Horgan appointed as a community liaison. They had a productive conversation around the partnership agreement and the concerns of the citizens in the Peace River Regional District.

I assure you that Environment and Climate Change Canada is actively engaged with the Government of British Columbia in finding solutions that will recover caribou and support economic and recreational activities on the landscape.

I appreciate your bringing the concerns of the Resource Municipalities Coalition's member communities to my attention. Please accept my best regards.

Sincerely,

The Honourable Catherine McKenna, P.C., M.P.
June 10, 2019

Dear Mayors and Regional District Chairs:

My caucus colleagues and I are looking forward to seeing you all again at this year’s Union of British Columbia Municipalities (UBCM) Convention in Vancouver from September 23-27.

*Resiliency and Change*, the theme for the 2019 Convention, is indeed an appropriate focus as communities throughout our province are experiencing change on issues ranging from the impacts of climate change to economic pressures. UBCM provides a wonderful opportunity to listen to one another, share ideas, and find new approaches to ensure our communities thrive. With local, provincial, federal, and First Nations governments working together, we can continue to build a better BC.

If you would like to request a meeting with a Cabinet Minister or with me during this year’s convention, please register online at [https://ubcmreg.gov.bc.ca/](https://ubcmreg.gov.bc.ca/) (live, as of today). Please note that this year’s invitation code is **MeetingRequest2019** and it is case sensitive. If you have any questions, please contact UBCM.Meetings@gov.bc.ca or phone 250-213-3856.

I look forward to being part of your convention, meeting with many of you, and exploring ways that we can partner together to address common issues.

Sincerely,

John Horgan
Premier
June 10, 2019

Dear Mayors and Regional District Chairs:

I am pleased to provide you with the following information regarding the process for requesting a meeting with me during the annual UBCM Convention taking place this year from September 23 to 27, 2019 in Vancouver, British Columbia.

You will receive a separate letter from the Honourable John Horgan, Premier, containing information about the online process for requesting a meeting with Premier Horgan and other Cabinet ministers.

If you would like to meet with me at the Convention, please complete the online request form at: MAH Minister’s Meeting and submit it to the Ministry of Municipal Affairs and Housing before July 17, 2019. Meeting arrangements will be confirmed by early September. I will do my best to accommodate as many meeting requests as possible.

To get the most out of your delegation’s meeting with me, it would be helpful for you to provide as much detail as possible in the online form on the topic you wish to discuss. This will enable me to have a better understanding of your delegation’s interests so that our discussions can be more productive.

Ministry staff will soon email you the Provincial Appointment Book. This lists all government, agency, commission, and corporation staff who are expected to be available to meet with delegates at the Convention, as well as details on how to request a meeting with staff online.

This will be my third UBCM Convention as Minister responsible for local government, and I appreciate the collaboration and partnerships that we have built over these last several years. I look forward to hearing more about your challenges and accomplishments as we continue our work together to make life better for all British Columbians.

Sincerely,

Selina Robinson
Minister

pc: Honourable John Horgan, Premier
Arjun Singh, President, Union of British Columbia Municipalities
1. **CALL TO ORDER**
   Mayor Fraser called the meeting to order at 7:03 p.m.

2. **OPENING REMARKS**
   Mayor Fraser presented the opening statement for the 2018 Annual Report.

3. **DISTRICT OF TAYLOR 2018 ANNUAL REPORT PRESENTATION**
   3.1 **2018 Annual Report**

   Mayor Fraser provided an overview of the following topics from the previous year, including priorities that have carried over into 2019:
   - Staff teamwork and cooperation throughout challenges in 2018
   - One Injury Investigated by Health & Safety Committee in 2018
   - Core Services and Organizational Review
   - Asset Management Planning integration with Financial Planning
   - Jarvis Crescent Subdivision construction
• Arena Ammonia System Upgrades & Improvements
• Golf Course Point of Sale System implementation
• Local Government Election

Council expressed appreciation to staff for their continued hard work and dedication to the community. Council also commended staff for their support throughout the election process.

4. OPEN DIALOGUE & QUESTION PERIOD
Discussion ensued around the late Mr. Jarvis and his dedication and commitment to encouraging and maintaining positive relationships within the Peace Region.

5. TERMINATION
The Annual General Meeting adjourned at 7:25 p.m.

Certified in Accordance with Section 148 of the Community Charter.

________________________________________
Corporate Officer

Confirmed this ________ day of _____________, 2019.

________________________________________
Mayor
Correspondence List – July 2, 2019

1. Local & Regional Government
   - Regional Collaboration on Evacuee Emergency Support Services
     Lyn Hall, Mayor, City of Prince George
   - Provincial Support for Libraries
     Shane Brienen, Mayor, District of Houston
   - Zoning Bylaw No. 2379, 2019
     Charlie Lake
     To rezone the subject property from R-5 (Residential 5 Zone) to R-4 (Residential 4 Zone) to facilitate a subdivision.
   - Zoning Bylaw No. 2365, 2019
     Chetwynd
     To rezone a +/- 0.6 ha (1.4 ac) portion of District Lot 2441, and a +/- 2.3 ha (5.7 ac) portion of District Lot 359, PRD except Plan CG574, PRD from A-2 "Large Agricultural Holdings Zone" to C-2 "General Holdings Zone" within the PRRD Zoning Bylaw No. 1343, 2001.
   - Resolution of Support Request – Proposed Vacancy Tax
     Darryl Walker, Mayor, City of White Rock
   - Provincial Support for Libraries
     Terry Rysz, Mayor, District of Sicamous
   - UBCM Resolution – Recovering Costs for Local Climate Change Impacts
     David Weber, Director, City of Richmond

2. General Correspondence
   - Public Service Announcement
     Disaster Stress: Four Tips for Coping with Wildfires Smoky Skies
     Northern Health
   - Wild Words North Exhibit
     Peace Liard Regional Arts Council
   - Strategic Plans for E-Comm and PRIMECorp
     Oliver Gruter-Andrew, President and CEO of E-Comm and PRIMECorp
   - Summer 2019 Law Letter
     The Merged Firm of Lidstone and Murdy & McAllister
   - March 15, 2019 Regular Meeting Minutes
     North Peace Airport Society
   - May 21, 2019 Regular Meeting Minutes
     North Peace Airport Society
June 10, 2019

Dear Landowner:

Re: Acquisition by NorthRiver Midstream Operations LP and NorthRiver Midstream Operations GP Inc. (collectively, “NorthRiver”) of gathering and processing facilities from Westcoast Energy Inc., doing business as Spectra Energy Transmission (“Westcoast”) Application for Permits from the BC Oil and Gas Commission (“OGC”)

On July 4, 2018, NorthRiver Midstream Inc. signed an agreement to acquire 100% of Enbridge Inc.’s (“Enbridge”) Western Canadian natural gas transportation and processing business in the Montney, Peace River Arch, Horn River and Liard basins in British Columbia and Alberta (the "G&P Business"). NorthRiver is indirectly managed and controlled (through affiliates) by Brookfield Asset Management Inc. Westcoast is a wholly owned subsidiary of Enbridge.

The G&P Business includes 19 facilities and approximately 3,550 km of natural gas gathering pipelines. As you may be aware, NorthRiver has already acquired 13 of the facilities in October 2018, with the remaining 6 facilities (the “Field Services Assets”) scheduled to be transferred to NorthRiver in 2019. No change to the operation or permitted capacity of the Field Services Assets is contemplated as part of the transaction. However, the transaction will result in the Field Services Assets becoming subject to the jurisdiction of the OGC, as opposed to the National Energy Board. A map showing the location of the Field Services Assets is attached.

NorthRiver will shortly begin applying for permits from the OGC in respect of the Field Services Assets.

RESPONSE AND CONTACT INFORMATION

You may provide a written response to NorthRiver either advising that you do not object to the application or doing one or both of the following:

1. setting out the reasons why the proposed activities that will be the subject of the application should not be carried out or should be modified;
2. request a meeting with NorthRiver to discuss the proposed activities.
Please direct any written responses to:

Talese Shilleto, Community Coordinator, NorthRiver
Bag Services 6180, Fort St John, BC V1J 4H7
Phone: (778) 256-4101; Fax: (250) 262-3410
Email: talese.shilleto@northrivermidstream.com

You may also make a written submission directly to the OGC under section 22(5) of the Oil and Gas Activities Act. Written submissions can be sent by e-mail to OGC.WrittenSubmissions@bco.gc.ca or by mail to one of the following OGC offices:

Fort St. John - #100 10003 110th Avenue, Fort St. John, BC V1J 6M7
Dawson Creek - #3-1445 102 Avenue, Dawson Creek, BC V1G 2E1

Until the Field Services Assets are transferred to NorthRiver and authorizations issued by the OGC, the Field Services Assets continue to be operated by Westcoast. Any changes to the emergency procedures and emergency contact information in the future will be communicated to you when the assets are transferred to NorthRiver.

In case of any emergency, please contact Enbridge’s 24 hour emergency number 1-800-663-9931.

If you have questions or concerns regarding NorthRiver’s application to the OGC, or the acquisition generally, please contact Talese Shilleto, at (778) 256-4101 or at talese.shilleto@northrivermidstream.com.

Yours truly,

Jeff Enns
Regulatory Specialist, NorthRiver
Encl.
The Path Forward to
Recover The Caribou Plan
in Northern British Columbia
AGENDA ITEM #8.3
The Path Forward to Recover The Caribou Plan in Northe...
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Introduction

On April 15th, 2019 Premier John Horgan announced the appointment of Blair Lekstrom as Community Liaison tasked with engaging residents of the Peace Region on the draft partnership agreement on caribou recovery and provide a report. The intent was to report back to him directly on how to try and resolve the considerable concerns being expressed primarily about the Draft Partnership Agreement between British Columbia, Canada, West Moberly First Nations and Saulteau First Nations.

This Agreement came about as a result of the Federal Minister of Environment and Climate Change, Minister McKenna in May 2018, declaring that southern mountain caribou were facing an imminent threat based on scientific assessment. Although land management is a provincial responsibility, the federal government has a legal obligation under the Act, to ensure appropriate measures are taken to protect at-risk species.

The Minister is obligated under SARA to recommend to Cabinet an emergency protection order to respond to the imminent threat finding. If the province of British Columbia does not take adequate measures to protect southern mountain caribou, the federal government could issue an emergency order under SARA. This was a significant concern to the province as an order by the federal Minister has the potential to sterilize a significant portion of the land base in northern BC in areas where the southern mountain caribou are. As a result of this concern the decision was made to move forward with the federal government, the provincial government and both West Moberly and Saulteau First Nations to develop the Partnership Agreement.

Unfortunately, under SARA the Minister is not required to take into account the need for a full and complete Socio-Economic impact analysis of what the imminent threat designation may mean to the impacted communities, industry and user groups of the impacted region. I see this as a glaring omission of something that must be part of any solution moving forward. It may mean the need for an amendment to the Species at Risk Act to include such a section.

Prior to any of the public meetings held in the region to discuss the Section 11 agreement and the Partnership Agreement there had been no Socio-Economic Impact Analysis shared with the region and therefore significant concerns with regard to the possibility of restricted access to areas of the back country, the possibility of Job losses and possible industry shutdowns became real issues for people. This reinforces the need to ensure a full and complete Socio-Economic impacts analysis is completed prior to moving forward with any such agreement.

There is no question in my mind that all four participants in the Partnership Agreement, the Federal and Provincial governments, West Moberly First Nations and Saulteau First Nations felt they were moving this important issue forward in a manner that was positive but unfortunately that was not the reality. By excluding the vast majority of those who live, work and recreate in the region, the process was headed for failure. I give full credit to Premier Horgan for recognizing the need to take a step back and try and find a path forward that would see greater involvement from the region and hopefully greater support for a rebalanced document that moves the recovery of this iconic species forward.

There has been a feeling of broken trust and I hope to be able to present a path forward that helps rebuild that trust. The Premier announced that his government was extending the engagement period by one month to May 31st, 2019 in order to give time to work with Local leaders in the region and hopefully find resolution to this difficult situation. This announcement was welcomed by the local governments in the impacted region, West Moberly First Nations, Saulteau First Nations, industry, user groups and the general public. The main issue was how could a draft agreement on such an important issue have been developed over the previous 18 months, behind closed doors, at the exclusion of the 97% of residents who reside in the region but are not members of either West Moberly or Saulteau First Nations. I will note that the 97% being referred to includes all peoples of different ethnicities including First Nations people who are not a member of either West Moberly or Saulteau First Nations.
As the draft agreement was agreed to by all four parties to it, the question that is valid is that at some point during the closed-door negotiations it appears not one of the parties thought it would be beneficial to reach out and be more inclusive of the regions remaining population. I accept that this was not done intentionally but this very omission is what has led us to where we find ourselves at with regard to these agreements. This in itself has led to a distrust of the agreements and in turn led to a region that has requested to be included moving forward in the redevelopment and rebalancing of the Partnership Agreement.

The entire agreement and the process that led to its development has harmed our relationship with our First Nations neighbours in the region. Unfortunately, there have been racist comments that have emerged as a result of this agreement which have been directed at the First Nations and this is not acceptable by any standard. We must all work together to rebuild the trust and relationships that our region has such a proud history of.

It is important to state that all of the people I was able to engage with on this important issue shared a common interest in recovering the caribou and looking after and restoring the habitat in which they live. Not a single presentation to myself by local governments, industry, user groups or individuals expressed an opposing view.

Having said that I will also state that moving forward people felt that this worthy goal must be achieved with a proper balance with regard to people’s livelihoods while at the same time ensuring the land base is looked after for this incredible species. I am confident that through a more thorough and inclusive engagement process aimed at rebalancing this draft partnership agreement we can achieve the goal of caribou recovery and maintain a strong and vibrant region for those that choose to call this beautiful area home.

Objective

The objective of my engagement was to listen to the concerns of the regions local governments, West Moberly and Saulteau First Nations, industry groups, user groups and individuals who took the time to engage with me and present their thoughts and ideas on how to move this issue forward in a more productive manner. During the development of this report both McLeod Lake Indian Band and Lheidli-T’enneh First Nation also provided me with their thoughts on both the Section 11 agreement and the Draft Partnership agreement. An important step forward in trying to resolve the concerns of the region as they relate to the agreements was the coordination of a meeting between the Peace River Regional District Board of directors, Chief Willson and Chief Cameron. This idea was first discussed at the April 15th, 2019 announcement made by Premier Horgan at the PRRD board office in Dawson Creek. The board members along with Chief Willson and Chief Cameron thought that it was a good idea and would provide an opportunity for the parties to discuss their concerns as well as work on a solution as to how to move this important issue forward in a more collaborative manner. Although numerous attempts were made by the Peace River Regional District staff on behalf of the board and myself, they were unable to secure a date for the meeting from either West Moberly or Saulteau First Nations. There was never during my engagement a moment that I thought that we could not achieve a more positive outcome for the conservation of caribou in the region and ensuring that a rebalanced partnership agreement could move forward in a manner that was more reflective of the entire regions’ thoughts. Our First Nations have a strong and proud history and a wealth of traditional knowledge that can contribute to ensuring the recovery of caribou in our region but so too do the many residents of this region who are not members of either West Moberly or Saulteau First Nations. Our province and our country are built on the basis that we are all equal and as such we must not continue down a path that appears to develop a society of us and them. Canadians understand our constitutional obligations under section 35. (1) of our constitution but governments and our judiciary must never interpret this as a tool that allows them to inadvertently create division between First Nations and Non-First Nations citizens in our great country. We are blessed with a Country that is the envy of the world and together as Canadians we can and will ensure a strong Canada for future generations.
Engagement

Since my appointment on April 15\textsuperscript{th}, 2019 I was able to meet with numerous local government representatives in the region including the Peace River Regional District Board of Directors, Mayor and council members of the District of Mackenzie as well as the Mayors and council members of Chetwynd, Tumbler Ridge, Pouce Coupe, Taylor, Hudson's Hope, Dawson Creek and Fort St John. I also had the opportunity to discuss the issue with locally elected officials from outside our region which included a discussion with North Central Local Government Association members and a discussion with the Union of British Columbia Municipalities. The local governments were extremely concerned that they were not part of the engagement process subject to the Partnership Agreement. An agreement of this magnitude and with the possible negative impacts to the region that may flow from such an agreement only serves to reinforce the need for it to be developed in cooperation with Local Governments at the table, including a wide range of other stakeholders as well as industry. Local governments from the beginning asked to be part of the discussions and bring forward their ideas and the ideas of the people they represent to help build a strong agreement. The Union of British Columbia Municipalities, which is the provincial organization which represents all local governments in BC also felt left out of the development even though they have an MOU with the provincial government that speaks to being engaged on such issues. Along with local government representatives I was able to engage with the Members of the Legislative Assembly of British Columbia for the constituencies of Peace River South and Peace River North as well as our local Member of Parliament for our constituency of Prince George-Peace River-Northern Rockies. A group of individuals in from the Peace Region formed The Concerned Citizens for Caribou Recovery and they engaged with numerous people on this subject. Part of the work they undertook was a petition calling for the immediate halt to the Partnership Agreement and requested government move forward with a more inclusive engagement process. The petition, which was signed by more than 30,000 (thirty thousand) people was then presented to the Legislative Assembly on April 10, 2019.

I was able to meet with representatives from the McLeod Lake Indian Band and also received a document from the Lheidli-T’enneh First Nation. Both presented me with their thoughts on the Section 11 agreement and the partnership agreement. It was said by both that although a portion of their traditional territory is covered by the agreement, they were not engaged in its development which is of significant concern to them. McLeod Lake Indian Band and Lheidli-T’enneh expressed concern that these agreements would likely result in widespread adverse impacts on their treaty rights if the agreements were not amended following meaningful engagement and consultation. They expressed concerns about a wide range of clauses in the agreements and felt that they lacked significant detail on critical matters and felt their was generally an offensive tone. Concern was also expressed about the failure to consider adverse socio-economic impacts which will result from these agreements. Many of the concerns expressed by both McLeod Lake Indian Band and Lheidli-T’enneh First Nation are similar in nature to what I have heard throughout my engagement on this issue.

I was able to coordinate a meeting between the PRRD board and provincial government representatives at which meeting there was an in depth discussion on the Partnership Agreement. I was also able to meet with Federal Government representatives including Parliamentary Secretary to the Minister of Environment and Climate Change, Mr. Sean Fraser and Sue Milburn Hopwood, Assistant Deputy Minister, Canadian Wildlife Service. I also met with Stephen Lucas, Deputy Minister of Environment and Climate Change Canada and was able to engage in a discussion relative to how we try and reach a resolve to the issue presently before us. In addition to those mentioned above I also met or corresponded with many industry groups, community groups and numerous individuals interested in the subject.
INDUSTRY GROUPS

Forestry
Canfor, West Fraser, Conifex, Louisiana Pacific (LP),
Tolko Industries, Dunkley Lumber and the Council of
Forest Industries

Mining
The Mining Association of British Columbia, Association
for Mineral Exploration, Fertoz International Organic Inc.

Oil and Gas
The Canadian Association of Petroleum Producers,
Canadian Energy Pipeline Association

Agriculture
The BC Cattleman’s Association

Guide Outfitters Association of British Columbia

Geoscience BC

British Columbia Snowmobile Federation

COMMUNITY GROUPS

AND ORGANIZATIONS

Concerned Citizens for Caribou Recovery

North East Stakeholders Group

Union of British Columbia Municipalities

British Columbia Chamber of Commerce

FIRST NATIONS

McLeod Lake Indian Band

Lheidli-T’enneh First Nation

Unfortunately a meeting with West Moberly First
Nations and Saulteau First Nations was not able to
be secured.

Along with the wide range of groups I was able to meet
and speak with many individuals who were able to offer
their insights into the issue of caribou recovery and the
draft Partnership Agreement. It was very beneficial to
have had the opportunity to engage with such a wide
range of individuals and hear their thoughts on how to
move this important issue forward.

Findings

Throughout the entire engagement process the one
common theme that arose during every discussion was
that everyone supported the goal of recovering the
caribou in our region and ensuring we look after caribou
habitat and continue to restore impacted habitat where
possible. With this as a common thread throughout the
discussions it became evident that the issue faced in the
region was not one of should we work towards caribou
recovery but rather the issue was the local governments
in the region, the people of the region, the industry
who operate in the region and the user groups in the
region all felt passionately about the fact that they were
excluded in the development of a plan to move this
issue forward.

Both the Section 11 Bilateral Agreement and the
Partnership Agreement were presented by both the
provincial and federal governments as part of the goal
of reconciliation with First nations. Most people felt that
this important issue is about all of us together working
in the Peace region and one in
Mackenzie to try and explain the agreements to those
who attended, but the meetings did little to allay any
fears or bring a better understanding of the agreements
to the people. At each of the five meetings held in
Chetwynd- April 1st, 2019, Fort St John- April 2nd, 2019,
Tumbler Ridge- April 3rd, 2019, Dawson Creek- April
5th, 2019 and Mackenzie on April 10th, 2019 there were
hundreds of people who showed up at each meeting
to hear from the presenters. Unfortunately, the method
chosen to engage with the public was not the proper
forum which would allow for thorough discussion
about the agreements. The meetings were more of an
information session where the attendees heard from
the presenters what they believed the agreements
contained, but there were many questions that were
unfortunately left unanswered to the satisfaction of the
attendees to the meetings.
The primary focus appeared to be with the Partnership Agreement which is written in such a manner that a great deal of more work is still required in order to explain what many sections actually mean. The common theme from many people was that the Draft Agreement was in many ways an agreement to make an agreement.

During my discussions with both Federal and Provincial representatives on this file I asked how the idea of a Partnership Agreement came about. Provincial representatives indicated that the representatives of the Federal government mandated that if British Columbia and Canada were going to enter into a Bilateral conservation agreement pursuant to Section 11 under the Species at Risk legislation they required British Columbia, along with the Federal government to enter into a Partnership Agreement with both West Moberly First Nations and Saulteau First Nations.

I then went through the Species At Risk legislation and could find no references to a Partnership Agreement which then raised an additional question with regard to this requirement. That question being, is it the intent of the Federal Government to require a Partnership Agreement be entered into prior to moving forward with all impacted areas of our province or country as it relates to the Federal Species at Risk legislation. I could not get a definitive answer to this question. I have attached to this report both Section 11 and Section 80 of the Species at Risk Act.

SECTION 11 OF THE SPECIES AT RISK ACT

1. A competent minister may, after consultation with every other competent minister, and with the Canadian Endangered Species Conservation Council or any of its members if he or she considers it appropriate to do so, enter into a conservation agreement with any government in Canada, organization or person to benefit a species at risk or enhance its survival in the wild.

2. The agreement must provide for the taking of conservation measures and any other measures consistent with the purposes of this Act, and may include measures with respect to:
   a. monitoring the status of the species;
   b. developing and implementing education and public awareness programs;
   c. developing and implementing recovery strategies, action plans and management plans;
   d. protecting the species' habitat, including its critical habitat; or
   e. undertaking research projects in support of recovery efforts for the species.

SECTION 80 OF THE SPECIES AT RISK ACT

EMERGENCY ORDERS

1. The Governor in Council may, on the recommendation of the competent minister, make an emergency order to provide for the protection of a listed wildlife species.

2. The competent minister must make the recommendation if he or she is of the opinion that the species faces imminent threats to its survival or recovery.

3. Before making a recommendation, the competent minister must consult every other competent minister.

4. The emergency order may:
   a. in the case of an aquatic species,
      (i) identify habitat that is necessary for the survival or recovery of the species in the area to which the emergency order relates, and
      (ii) include provisions requiring the doing of things that protect the species and that habitat and provisions prohibiting activities that may adversely affect the species and that habitat;

As a result of a press release put out by West Moberly First Nations and Saulteau First Nations on April 16th, 2019, it became apparent that there was a communication breakdown somewhere within the parties to the Partnership Agreement. The following quotes come from the press release.

“There is no evidence that the agreements will cost jobs or close mills.”

- CHIEF CAMERON

“We can’t control what Canfor or West Fraser do with their mills. But if they drop a shift or close the doors, it won’t be because of the caribou. It won’t be because of these agreements. The grandstanding has to stop. It’s not factual and it’s not productive. The people of the Peace deserve better.”

- CHIEF WILLSON

I accept that both Chiefs felt they were correct in their statements based on the information they had but that is not what I was hearing from either industry, the provincial government or the Federal Government. All have indicated that there will be job losses occur as a result of these agreements.

I heard from the forest industry that there was a real possibility that these agreements could have a negative impact on jobs at their operations up to and including a potential mill closure. These comments come as a result of 287,000 cubic meters of harvestable timber being impacted from within the defined Zones of A2 and B3 of the Partnership Agreement. The forest industry also indicated that their number for actual negatively impacted timber harvesting from within the Partnership Agreement was closer to 530,000 cubic meters. This number reflects the impacts of Zones B2, the Klinse-za park expansion and B5, the proposed West Moberly First Nations Woodland license as well as a concern about Zones A1, B1, and B4 and what impact there will be to available timber in those areas.
The members of the Canadian Association of Petroleum Producers are concerned about possible impacts due to the uncertain time frames for project approvals that may result from yet another lens being applied to applications that fall within the Partnership Agreement area. The Canadian Energy Pipeline Association expressed concern about the possible impact the Partnership Agreement will have on statutory decision makers ability to adjudicate applications, particularly with respect to existing and permitted projects.

Both CAPP and CEPA felt there is a real lack of clarity in how sections of the agreement are written and this concern is also shared by other industry groups. A combined concern expressed by many is the drive towards co-management of the land base and what that actually means.

All industry made it clear that they support the goal of caribou recovery and habitat protection and restoration but they want to be at the table and be part of the discussions to reach the solution.

It is extremely important to point out that the forest industry, the mining industry and the oil and gas industry have all contributed millions of dollars towards caribou recovery over many years and remain committed to continuing to do their part to keep the recovery of caribou moving forward.

Although the issue I have highlighted speaks to jobs in the forest industry, there was also significant concern expressed to me by both the mining industry and the oil and gas industry. The mining industry concern comes as a result of the uncertainty contained within the Partnership Agreement, which leaves companies uncertain of what their future holds for development in the region.

The Mining Association of British Columbia would like to see a resolution to the agreements reached very quickly in order to help alleviate the concern that investors presently have.
Path Forward

It is clear that in order to move forward and find resolution to this issue, we must come together and agree to be more inclusive and transparent in the development of the solution. We must work collaboratively for the benefit of not only the caribou but also, we must ensure in doing so we don’t negatively impact the First Nations and Non-First Nations communities of the region, the industry of the region, the user groups of the region and the people who call this region home.

As worthy as the goal of caribou recovery is to all of us, the method used that has led us to this point was simply put, a mistake. This is not to say that all of the parties involved intended for this to occur but rather they were all so focused on trying to achieve a workable document they overlooked the fact that a far broader engagement process was and is necessary. The omission of this broader engagement is what has led to the concerns about the Partnership Agreement and to a much lesser degree, the Section 11 agreement. All of this combined has led to a distrust of the parties to the agreement.

Although this report deals with the Partnership Agreement area, many concerns have now been raised throughout the province wondering if this is a template that government intends to pursue in all areas of the province. It is my hope that the recommendations contained below will help not only resolve this issue that impacts both the Peace Region and the District of Mackenzie but can lead to a better process overall to be utilized throughout British Columbia.

Recommendations

I have included a number of recommendations which I hope will help shape the moving forward of this issue and the rebalancing of the Partnership Agreement. I have attempted to consolidate what I have heard and present common issues that were raised by the many I was able to engage with. By no means does the list below include every suggestion presented but rather they represent common themes that I heard. There are numerous other thoughts, ideas and recommendations that are worthy of discussion and it is my hope that moving ahead, these ideas can and will be brought forward through the much-needed broader engagement table which is referenced in my first recommendation below.

1. Government must not move the Partnership Agreement forward until full and proper engagement has occurred with Local Governments in the Peace Region, the District of Mackenzie, Industry, and Back Country user groups. Engagement must be done in a manner that is inclusive, transparent and be given the time to achieve public support.

2. Ensure proper consultation with and possible inclusion of both McLeod Lake Indian Band and Lheidli-T’enneh First Nation in the rebalanced Partnership Agreement.

3. A comprehensive Socio-Economic Impact Analysis must be completed in cooperation with the impacted areas of the Partnership Agreement prior to the agreement being finalized.

4. Recognizing that it will take time to rebalance the Partnership Agreement and ensure the document can be more fully accepted and supported by the region, impose a temporary moratorium on Zones A2 and B3 until a comprehensive engagement process is complete and all possible options are considered.

5. The province needs to work with the Forest Industry to identify ways to mitigate any negative impact on volume from the deferral zones. Through discussion this may then ensure AAC is made available from adjacent units.
6. Moving forward remove zones B2 (Klinze-sa park expansion) and B5 (proposed West Moberly First Nations Woodland license) from the Partnership Agreement as both of these issues were agreed to prior to the development of the PA. If the province moves forward with a Woodlands license for West Moberly First Nations the requirement to harvest that timber must be actioned or the license should not proceed.

7. Ensure that moving forward that the rebalanced Partnership agreement include but not be limited to the following:

   a. A clause that states it is not the intention of the agreement to impact negatively the industry which operates in the region and such a clause should reflect the view that supports the continued viability of industry (this clause can be discussed and developed by the parties engaged at the consultation table);

   b. Ensure enhanced, fair and equitable representation on both the Caribou Recovery Committee (section 8) and the Technical Working Group;

   c. Develop the Central Group Caribou Motor-Vehicle Closure Plan in cooperation with user groups prior to the finalization of the Partnership Agreement and include it in the document (section 38);

   d. Define the Indigenous Guardian Program and include it in the final Agreement (section 40 and 41);

   e. Revisit the Dispute Resolution Process with a view to make it much clearer (sections 61 and 62);

   f. Ensure the Mitigation and Offset program is developed and defined and included in the Agreement (section 35);

   g. Ensure the development of the Managing Predation (section 39) is inclusive of those referred to in recommendations 1 and 2; and

   h. Ensure each clause contained in the agreement is written in a clear and concise manner that can be easily understood.

8. Government continue to provide funding for the caribou maternal penning program which is seeing positive results in the growth of the number of caribou.

9. Government continue with funding provided for the caribou feeding program which is seeing positive results in the growth of the number of caribou.

10. Continue with the Wolf cull program in the Peace Region which is leading to a positive result in the number of caribou.

11. Pursue the possibility of implementing a captive breeding program for caribou.

12. Moving forward work with the Peace River Regional District and the District of Mackenzie to determine a possible overarching group that could be used as the lead table in discussions as they relate to these issues, as well as any future issues that may impact the region. This group should include all of those referenced in recommendation 1 as well as First Nations if they would agree to participate. This may be an option that government wishes to pursue in other regions as well, which could help alleviate ending up in a similar position to what we find ourselves in with regard to the Caribou agreements.

13. The Federal Government must accept responsibility for the costs associated with any mitigation measures which may be needed to offset any negative impacts the final agreements may have on communities, industry, back country user groups and individual workers who may be negatively impacted. This recommendation reflects the fact that it is the Federal Governments Species at Risk Act which has led to the development of both the Section 11 Bilateral Agreement and the Draft Partnership Agreement.

14. Although not within the jurisdiction of the provincial government, I would recommend that the Federal government incorporate the need for a full and comprehensive Socio-Economic Impact Analysis be part of all at risk species deliberations under the act and such a section be included in an amended Federal Species at Risk legislation.
Conclusion

As a result of the positive trend we presently see in the recovery of caribou which the Federal Minister of Environment and Climate Change, Catherine McKenna deemed were facing an imminent threat, I believe recommendations 4, 8, 9 and 10 contained above provide the continued help necessary for the species while additional time is taken to rebalance the Partnership Agreement with the intent to gain broader support for this important initiative. It is far more important to take the necessary time needed to get the agreement right than it is to push forward an agreement which in its present form is not supported by the vast majority of the region. I recognize that some may feel that enough time has already been provided and I could agree with that sentiment had there been greater inclusion in the development of the document from the beginning. Unfortunately, that did not happen but I am confident there is a path to move forward together which not only ensures the recovery of this iconic species but also gains the regions support for the agreement as well as begins the rebuilding of trust and relationships in our region. I would like to thank all who took the time to meet with me, write to me, call me and speak with me on the street and present to me with your thoughts on this subject. I will again take this opportunity to thank Premier Horgan for recognizing additional work was required in order to find a path forward on this important issue. I have been engaged in our community, region and province through elected positions I have had the honour of holding since 1993 and I cannot remember an issue over that time that has brought forward such a passionate response from all. It is my hope that I have captured in this report the intent of what all presenters have put forward to me and most importantly I hope this report presents a path forward that can be accepted and acted upon.

Respectfully submitted,

Blair Lekstrom
COMMUNITY LIAISON
(Tasked with engaging residents of the Peace Region on the draft partnership agreement on caribou recovery.)
Good morning Mayor Rob Fraser and Council (Betty Ponto - Dave Lueneberg - Brent Taillefer - Michelle Turnbull),

I want to share some positive feedback with you all. This last week and weekend has been incredible and want to express my gratitude to the District Taylor for sponsoring a Hole in One but also entering a team in the BC LNG Golf Tournament on June 13. The revenue that the Lone Wolf Golf Course generates for organizations, such as the FSJ Hospital Foundation, is significant and this is because the District of Taylor not only has a "service first" attitude but I also feel it goes beyond just that - your community has a Big Heart. Events like these are so important to be able to purchase important medical equipment for patients and people who access the various services and departments at the FSJ Hospital.

On Sunday I was down at the Taylor Ball Diamonds at the close of the final Arnie Isberg Memorial 1-Pitch Softball Tournament. I am touched everyday in meeting so many great and caring people and it was a delight to meet Arnie Isberg’s lovely family and the many friends who gather over the weekend. They shared how great the District of Taylor is and how well you take care that the ball diamonds are cared for when they all roll in. It’s this heart and care that means a great deal to the family and to everyone that comes to participate or watch. It was super hot out at the ball diamonds but players played on, even though they were really tired and frazzled in the sun. Families and participants travel from far and wide to come together for this special gathering, some from as far as Kamloops, Fort Nelson, Grand Prairie and close to home in Dawson Creek. I learnt about the stories people shared and how cancer has touched the lives of so many lives. The District of Taylor is a major changer in local healthcare and community impact for people who live in the area. Thank you for being that GREAT community, words always fail me, but THANK YOU.

My kindest regards - take care and have a great season everyone.
June 9, 2019

Mayor & Council
District of Taylor

Re: Ditches along 103rd Ave & Corner of 101st Street

I would like to voice my opinion on the site of these ditches as I understand they are the property of the District and should be maintained by the District.

While my husband was alive he maintain them until the time came that he could no longer get in and out of the ditch and then paid someone to keep the ditch clean.

As well there is a utility corridor to the right of our property and the next door neighbours which I believe is also the property of the District and was cared for by the property owners.

As far as I know there are three of us that live on 103rd Ave that are senior and two of us are widows and not able to maintain them ourselves. We all pay property taxes and I don’t feel that we should have to take money out of our pockets to pay for something that is really the District’s responsibility.

In all the years that I have lived in Taylor I don’t remember seeing an employee of the District cutting these ditches, someone doing this maybe only one a month would sure make a difference.

I am sure that some of you have heard the saying “you live on the wrong side of the tracks” well here I believe the saying would be “you live on the wrong side of the highway”.

On a further note there are a few unsightly yards around the district is there not something that can be done to ensure that the property owners cut the grass and clean up their property.

Dissatisfied Tax Payer
**Staff Memorandum**

PO Box 300 | 10007 – 100A Street | Taylor, BC V0C 2K0 | www.districtoftaylor.com

<table>
<thead>
<tr>
<th>TO:</th>
<th>Mayor &amp; Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>Tyla Pennell, Corporate Officer</td>
</tr>
<tr>
<td></td>
<td>Prepared in collaboration with Lisa Ford, Executive Assistant</td>
</tr>
<tr>
<td>DATE:</td>
<td>July 2, 2019</td>
</tr>
<tr>
<td>SUBJECT:</td>
<td>Forgiveness of 2019 Water and Sewer Fees Request – Church of the Good Shepherd</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

On February 25, 2019, the attached letter was received from the Church of the Good Shepherd requesting forgiveness of 2019 water and sewer fees.

In previous years, Council provided forgiveness of fees to the Church of the Good Shepherd equal to the minimal use water and sewer fees for each year. In 2018, forgiveness of water and sewer fees were provided in the amount of $1,140.

**COMMENTS & DISCUSSION:**

Staff recommend that if Council is amiable to providing forgiveness similar to previous years, that the following resolution be passed:

"THAT, the Church of the Good Shepherd be granted the amount of $1,170 which is equal to the minimal use water and sewer fees for 2019."

**SUMMARY & CONCLUSION:**

Staff is seeking direction from Council in regards to the Forgiveness of 2019 Water and Sewer Fees Request from the Church of the Good Shepherd.
February 25 2019

Dear Council
District of Taylor

In the past you have granted forgiveness of our water and sewer charges and once again, it would help us to continue the successful operation of our church should you be able to do this for another year. There is minimal water usage, at most, sixty days out of year; the rest of the time the building is closed. The usage is usually no more than enough for an urn of coffee and a sink of dishwater.

We feel that our church has a great heritage value for Taylor and it is our desire to keep it operational if at all possible. Church services are still held every Sunday and we would be very happy if anyone would care to join us. If at any time you had a visitor that you would like to be shown our church we would be happy to make that happen.

Yours truly,

[Signature]

John Murphy
Warden, Church of the Good Shepherd
DISTRICT OF TAYLOR
Bylaw No. 836, 2019

A Revenue Anticipation Borrowing Bylaw

WHEREAS Section 177 of the Community Charter empowers a Council, by bylaw, to provide for the borrowing of such sums as may be necessary to meet the current lawful expenditures of the municipality;

AND WHEREAS the outstanding debt under this bylaw must not exceed the total unpaid taxes for all purposes during the year and the money remaining due from other governments when borrowing under the bylaw occurs;

AND WHEREAS the total amount of property taxes imposed in 2019 is $4,713,182

AND WHEREAS the total amount of unpaid taxes to be imposed during 2019 before the 2019 property tax bylaw is adopted is deemed to be 75% of all property taxes imposed in the preceding year;

AND WHEREAS 75% of all property taxes imposed in 2019 is calculated as $3,534,887;

AND WHEREAS the maximum that Council may borrow in accordance with the above is $3,534,887.00 for 2019;

AND WHEREAS to meet the lawful expenditures of the municipality, it may become necessary that the Council borrow $3,534,887.00;

NOW THEREFORE the Municipal Council of the District of Taylor hereby enacts as follows:

1) It shall be lawful for the said Municipal Council to borrow upon the credit of the District from an operating line of credit from the North Peace Savings and Credit Union, the sum of Three Million, five Hundred thirty four Thousand, eight Hundred and eighty seven Dollars ($) in such amounts and at such times as the same may be required, and to pay interest thereon;

2) All the monies so borrowed and interest payable thereon shall be payable on or before the 31st day of July, 2020;

3) The form of the obligation to be given as an acknowledgement of the liability when the said line of credit is utilized shall be the appropriate forms and agreements of the North Peace Savings and Credit Union to be signed by the designated signing officers of the District.

4) This Bylaw may be cited as “Revenue Anticipation Borrowing Bylaw No. 836, 2019.”
DISTRIBUTION OF TAYLOR
Bylaw No. 836, 2019

READ A FIRST TIME THIS  17th  DAY OF  June  , 2019

READ A SECOND TIME THIS  17th  DAY OF  June  , 2019

READ A THIRD TIME THIS  17th  DAY OF  June  , 2019

ADOPTED THIS  DAY OF  , 2019

MAYOR

CORPORATE OFFICER

I hereby certify that this is a true copy of
Bylaw No. 836, 2019 of the District of
Taylor, cited as “Revenue Anticipation
Borrowing Bylaw No. 836, 2019.”

CORPORATE OFFICER
WHEREAS, the Local Government Act authorizes Council, by bylaw, to make regulations with respect to fire suppression and prevention:

AND WHEREAS, the Community Charter authorizes a local government to regulate, prohibit and impose requirements in relation to the protection and enhancement of the air quality of the community;

AND WHEREAS, the Community Charter authorizes Council to regulate, prohibit and impose requirements in relationship to the protection of the natural environment;

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

1. **TITLE**

1.1 This bylaw may be known and cited for all purposes as the "Open Air Burning Bylaw 834, 2019."

2. **REPEALS** – none applicable

3. **DEFINITIONS**

3.1 In this Bylaw, unless context otherwise requires:

   "**APPROVED INCINERATOR**" means a non-combustible container placed upon a non-combustible base and filled with a device or screen to contain sparks and flying debris;

   "**BUILDING**" means a structure used or intended to be used for supporting or sheltering any use or occupancy;

   "**BURNING PERMIT**" means a document issued pursuant to this bylaw authorizing a person to carry on an open burn under the specific conditions outlined in this Bylaw;

   "**BYLAW ENFORCEMENT OFFICER**" means a person designated by the municipality to be responsible for enforcing this bylaw, except where otherwise provided.

   "**CAMPFIRE**" means a contained fire within a fire pit and intended for cooking food, with direct or indirect heat;

   "**COUNCIL**" means the Council for the District of Taylor;
“EQUIPMENT” means any tools, contrivances, devices or materials used by the Fire Department to combat an incident or other emergency;

“FIRE DEPARTMENT” means the Taylor Fire Rescue Department and the officers of the Department;

“FIRE PIT” means a non-combustible enclosure, used for a campfire.

“FIRE PROTECTION” means all aspects of fire safety including but not limited to fire prevention, firefighting or suppression, pre-fire planning, fire investigation, public education and information, training or other staff development and advising;

“INCIDENT” means a fire or situation where a fire explosion is imminent and includes an assistance response from the Fire Department;

“MUNICIPAL REPRESENTATIVE” means the Chief Administrative Officer, Corporate Officer or their designate;

“NUISANCE” means the emission into the atmosphere of smoke by any means, which disturbs the comfort or convenience of persons in the vicinity;

“OCCUPIER” means any person who occupies the property, or who is qualified to maintain an action for trespass in respect of the property, and/or who is in possession of the property under lease, license, agreement for sale or other agreement with the owner of the property;

“OPEN AIR BURNING” means any fire, other than a campfire, conducted outside a building, including a fire conducted in a garden, yard, alley, field, park, industrial site, building lot, street or other place;

“SMOKE” means the gas, particulate matter and all products of combustion emitted into the atmosphere when a substance or material is burned including, without limitation, smoke, dust, gas, sparks, ash, soot, cinders, fumes or other effluvia; and

“PROHIBITED BURNING MATERIAL” means waste material including demolition renovation or construction waste material and those listed in the Open Burning Smoke Control Regulation enacted pursuant to the Environmental Management Act as amended from time to time including the following;

a) Tires
b) Domestic Waste
c) Treated wood
d) Asphalt
4. **BURNING PERMIT**

4.1 Unless prohibited pursuant to Section 10 of this Bylaw, no person may start open air burning on a parcel of land unless the person holds a valid burn permit issued pursuant to this Bylaw.

4.2 Any person wishing to start open air burning shall first obtain a permit from the District Office during regular business hours.

4.3 The burning permit holder shall have the burning permit available on site for review by any Fire Department member, Bylaw Officer or Municipal Representative.

4.4 The burning permit holder is responsible for controlling the fire, completely extinguishing the fire and is responsible for any damages caused by the fire.

4.5 Open fires - Category 2 (requiring a burning permit shall be no larger than 3 meters by 3 meters in width, by 2 meters in height):
   a) A burning permit shall be obtained from the District Office;
   b) Burn piles shall only be ignited when weather conditions are favorable to burn (i.e. wind, venting Index- see Sections 5.4 & 5.6;)
   c) Appropriate firefighting equipment shall be stationed on site during the burn;
   d) The land owner shall retain full responsibility for burning; and
   e) Burning barrels are banned when a Category 2 fire prohibition is in effect.

4.6 Open fires - Category 3 (Open Fires requiring a burning permit and a Provincial Burn Registration Number are fires larger than 3 meters by 3 meters in width, by 2 meters in height) are for the purpose of land clearing projects that may be permitted under the following conditions:
   a) Permits for Open Fires – Category 3 will only be issued from November 1st to March 1st for land clearing projects, unless approved by the Taylor Fire-Rescue Fire Chief or Deputy Fire Chief in special circumstances;
b) A burning permit shall be obtained from the District Office and a Provincial Burn Registration Number from the Province of British Columbia;

c) Appropriate firefighting equipment and personnel shall be stationed on site during the burn;

d) Burn piles shall only be ignited when weather conditions are favorable to burn (i.e. wind, venting index - see Sections 5.4 & 5.6;

e) No burning shall be commenced or permit issued before the Fire Department member has approved the site, size and location of burn piles;

f) No burning permits shall be issued for land clearing projects other than during the time cited in Section 4.6 (a). For land clearing projects commenced during periods other than cited in Section 4.6 (a), land clearing material and wood debris shall be hauled to approved land fill, recycling or transfer sites; and

g) The land owner shall retain full responsibility for land clearing, hauling debris, piling and burning.

5. OPEN AIR BURNING PROHIBITIONS

5.1 No person may start an open fire Class 2 or 3 in the District of Taylor without first receiving authorization from the District of Taylor;

5.2 No material other than brush material, including tree limbs and branches, leaves, bush trimmings or raked grass shall be burned;

5.3 No industrial or domestic waste of any kind, construction material or pressure treated wood shall be burned;

5.4 No open burning is allowed on days when the ventilation index is defined as "Poor" or "Fair" by Environment Canada. Before debris can be ignited, the Ventilation Index must be predicted to be both “GOOD” the day of the burn as well as “FAIR” or “GOOD” the following day;

5.5 No open burning of Category 2 or Category 3 is allowed between the hours of 9:00 pm and 7:00 am daily;

5.6 No open burning is permitted during winds greater than 20 kilometers per hour;

5.7 Fire or smoke from an Open Air Burn shall not create a nuisance for those in the surrounding area; and

5.8 No person shall be granted an Open Air Burning Permit, or burn when there is a "No Burn" advisory from the Government of British Columbia.

6. CLEARANCES

6.1 No open burning of Category 2 or Category 3 is allowed:
a) Within 2 meters of any hedges or fence or 5 meters of any combustible structure when using an approved incinerator;

b) Within 8 meters of any building or structure, fence or hedge when not using an approved incinerator;

c) Within 10 meters of any stream;

d) Within 5 meters of any public roadway;

e) Within 5 meters of any power poles or power lines;

f) Within 6 meters of any propane or fuel tanks; and

g) Within 300 meters of any school between 8:00 am to 5:00 pm on regular school days.

7. MEANS OF CONTROL

7.1 Every person to whom a burning permit has been issued must:

a) Ensure that open air burning is in accordance with any terms and conditions contained in the burning permit or in the guidelines or instructions presented by the Fire Department member, Bylaw Enforcement Officer, Municipal Representative or the Province of British Columbia;

b) Ensure an individual over the age of eighteen is in charge of the open burn and is on site and prepared with the appropriate equipment required to control and extinguish the fire; and

c) Ensure that the burn does not get out of control and/or cause damage to any property or person.

8. PUBLIC SAFETY

8.1 No person shall burn material in any manner which:

a) Produces heavy or toxic smoke and/or flying ash which endangers the health, safety or welfare of persons or animals; or,

b) Causes smoke to obscure visibility and thereby creates a hazard to the public at large, or traffic on a public roadway; or,

c) Creates a nuisance to those in the area.

9. RESTRICTION OR CANCELLATION OF PERMITS

9.1 The Fire Department member, Bylaw Enforcement Officer or Municipal Representative may require any person to extinguish Open Air Burning which is in breach of any provision, condition or restriction of this Bylaw or any burning permit issued pursuant to this Bylaw;

9.2 Where, in the opinion of the Fire Department member, Bylaw Enforcement Officer or Municipal Representative, hazardous open air burning conditions develop or exist, the Fire Department member, Bylaw Enforcement Officer or Municipal Representative may, at any time, make an order cancelling or suspending all or any permits issued pursuant to this Bylaw, or attaching to all permits, any conditions or restrictions as the Fire Department members, Bylaw Enforcement Officer or Municipal Representative may deem necessary; and
9.3 All burning permits issued will be considered null and void if the Government of British Columbia bans Open Fires, and/or Campfires in the District of Taylor’s jurisdiction. This "No Burn'' policy will continue to be enforced until such time the appropriate provincial government agency rescinds the restriction.

10. **EXEMPTIONS**

10.1 Within 10 meters of any stream;

10.2 This Bylaw does not apply to the normal use of charcoal, gas fired or electric grills and barbecues for the purpose of cooking food or approved gas fueled outdoor fireplaces or heaters;

10.3 This Bylaw does not apply to Open Air Burning set for the purpose of Fire Department "Live Fire" training exercises; and

10.4 Special burn permits may be issued during Provincial wide fire bans, with written consent of Council and the Fire Department, but only after a detailed report has been issued to Council outlining why the fire is needed and the precautionary steps that will be taken to avoid a fire spread.

11. **CAMPFIRE/COOKING FIRE**

11.1 An outdoor campfire – Open Fire Class 1 may be operated without a permit provided that:  
   a) There is a distance of not less than 6 meters between the fire pit and any building, structure, property line, tree, hedge, fence, roadway, overhead wire or other combustible articles;  
   b) It is contained by a distinctive, raised, non-combustible barrier that has a minimum height of 15cm, and completely surrounds the fire pit to prevent the fire from spreading to the surrounding area;  
   c) No material other than brush material including tree limbs, branches and brush trimmings or manufactured logs specifically designed for fireplaces shall be used in any outdoor fire pit;  
   d) It does not create a nuisance;  
   e) A portable fire extinguisher or operable garden hose is available from the time of setting of the fire until the fire is totally extinguished;  
   f) The owner or occupier is eighteen years of age or older and maintains constant watch and control over the outdoor fire pit from the time of the setting of the fire until the fire is completely extinguished; and  
   g) Fire pits will be disallowed if the Government of British Columbia issues Open Fire or Campfire restrictions and will not be allowed until such time the appropriate agency rescinds the restriction.

12. **ENFORCEMENT AND COST RECOVERY**

12.1 Where the Fire Department member, Bylaw Officer or Municipal Representative finds that
any provision of this bylaw has been contravened or has not been complied with, or has been complied with improperly or only in part, or that conditions exist in or upon a building or property and which, in their opinion, constitutes a fire hazard or otherwise constitutes a hazard to life and/or property, they may make an order to ensure full and proper compliance with this Bylaw or to eliminate the fire hazard. Without limiting the generality of the foregoing, they may:

a) Give the owner, occupier or lessee to the building or property such directions as they deem necessary to correct the contravention or to ensure compliance with this Bylaw or to remove the hazards, or

b) Make such an order as they deem necessary with respect to any of the matters referred to in this Bylaw.

12.2 An order made under this Bylaw shall be in writing and shall be directed to the owner, occupier or lessee of the building or property in respect of which the order is made or to both;

12.3 Where the owner or occupier fails to comply with any order under this section, the Fire Department member, Bylaw Enforcement Officer or Municipal Representative may, at the expense of the owner or occupant, cause the condition to be remedied as required;

12.4 Any expenses incurred by the District under pursuant to this bylaw are recoverable pursuant to Section 258 of the Community Charter;

12.5 Cost recovery will depend on the amount of the personnel and equipment required to deal with emergency response for an Open Fire/Campfire that has spread from its intended area. A number of factors will be considered in cost recovery including but not limited to: Number of violations/notices, blatant disregard for life safety, blatant disregard for health safety, size and severity of affected area, and amount of material cost included in successful suppression; and

12.6 The cost recovery bill will be approved by the District CAO and Taylor Fire-Rescue Department Chief.

13. **OFFENSE AND PENALTY**

13.1 No person shall commit any act or permit any act or thing to be done in contravention of this Bylaw.

13.2 Every person who violates any provision of this Bylaw, or who permits any act or thing to be done in contravention of this Bylaw, or who fails to do any act or thing required by this by-law, shall be deemed to have committed an offence against this Bylaw and:

a) Shall be liable to any conditions set out in the District of Taylor Bylaw Notice Enforcement; or

b) Shall be liable, upon summary conviction, to the penalties provided under the Offence Act; or

c) Any combination of the above.
13.3 Each day that an offence against this Bylaw continues shall be deemed a separate and distinct offence.

13.4 Any penalty imposed pursuant to this Bylaw shall be in addition to, and not in substitution for, any other penalty or remedy imposed pursuant to any other applicable statute, law or legislation.

14. **SEVERABILITY**

14.1 If any section, subsection or clause of this Bylaw is declared or held to be invalid by a court of competent jurisdiction, then that invalid portion shall be severed and the remainder of this Bylaw shall be deemed to have been enacted and adopted without the invalid and severed section, subsection or clause.

READ A FIRST TIME THIS ____________ DAY OF ________________, 2019

READ A SECOND TIME THIS ____________ DAY OF ________________, 2019

READ A THIRD TIME THIS ____________ DAY OF ________________, 2019

ADOPTED THIS ________________, ____________ DAY OF ________________, 2019

_________________________________________ MAYOR

_________________________________________ CORPORATE OFFICER

I hereby certify that this is a true copy of Bylaw No. 834, 2019 of the District of Taylor, cited as “Open Air Burning Bylaw No. 834, 2019.”

_________________________________________ CORPORATE OFFICER
WHEREAS it is deemed desirable to amend the District of Taylor Zoning Bylaw No. 783, 2014 (as amended);

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

1. CITATION

   a. This bylaw may be cited for all purposes as District of Taylor Zoning Bylaw No. 783, 2014, Amendment Bylaw No. 835, 2019.

2. AMENDMENTS

   a. District of Taylor Zoning Bylaw No. 783, 2014 (as amended) is hereby further amended by:

   i. Adding the following definitions in alphabetical order to Section 3 - Definitions:

         CANNABIS means cannabis as defined in the Federal Controlled Drugs and Substances Act or Cannabis Act and includes any products containing cannabis.

         CANNABIS RETAIL means the retail sale of cannabis or cannabis accessories as lawfully permitted and authorized under the Provincial Cannabis Control and Licensing Act (BC).

         MEDICAL CANNABIS PRODUCTION FACILITY means a facility used for the cultivation, growth, processing, testing, storage, destruction, packaging, shipping or distribution of cannabis for medical purposes as lawfully permitted and authorized under the Federal Access to Cannabis for Medical Purposes Regulations (ACMPR) or any subsequent legislation which may be enacted in substitution thereof.

         MICRO BREWERY means the use of buildings and structures for the primary purpose of brewing a maximum of 1,000 barrels (1,200 hecto-litres) of beer per annum and may include accessory retail sales, restaurant, tours, and tastings.
CRAFT DISTILLERY means the use of buildings and structures for the primary purpose of distilling a maximum of 500 hecto-litres of spirits per annum through fermentation that is completed onsite at the distillery, the operation may include accessory retail sales, restaurant, tours, and tastings.

RECREATIONAL CANNABIS PRODUCTION FACILITY means a facility used for the cultivation, growth, processing, testing, storing, destruction, packaging, shipping or distribution of cannabis or its derivatives for recreational purposes, as lawfully permitted and authorized under the Federal Cannabis Act.

ii. Amending Section 9.1 Permitted Uses in the Commercial (C-1) Zoning Schedule by adding, in alphabetical order, the following to the list of permitted uses:
   - Cannabis Retail
   - Craft Distillery
   - Micro Brewery

iii. Amending Section 9.2 Permitted Uses in the Service Commercial (C-2) Zoning Schedule by adding, in alphabetical order, the following to the list of permitted uses:
   - Cannabis Retail
   - Craft Distillery
   - Micro Brewery

iv. Amending Section 4.0 General Regulations in Section 4.30 – Prohibited Uses by replacing subsection 2.0 (iii) with the following text:

   iii. The selling, dispensing, production, or cultivation of cannabis except where specifically permitted in a ZONE, and permitted and authorized under the Provincial Cannabis Control and Licensing Act (BC).

And adding the following text:

iv. Cannabis Retail shall be prohibited:
   a. Within 200 metres (in a straight line from closest parcel line to the closest parcel line) of a licensed Daycare, or School;
   b. Within 100 metres (in a straight line from closest parcel line to the closest parcel line) of a Golf Course, Park, or Place of Worship.
v. Amending Section 5.0 Off-Street Parking and Loading Regulations in Section 5.7 – Schedule of Off-Street Parking Requirements in Table 3 by adding the following in alphabetical order under COMMERCIAL:

<table>
<thead>
<tr>
<th>COMMERCIAL</th>
<th>COLUMN II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannabis Retail</td>
<td>1 per 20 m² of gross floor area</td>
</tr>
<tr>
<td>Craft Distillery</td>
<td>1 per 20 m² of gross floor area</td>
</tr>
<tr>
<td>Micro Brewery</td>
<td>1 per 20 m² of gross floor area</td>
</tr>
</tbody>
</table>

3. SEVERANCE PROVISION

a. If any section, subsection sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.

READ A FIRST TIME THIS _______ DAY OF _______. 2019
READ A SECOND TIME THIS _______ DAY OF _______. 2019
PUBLIC HEARING HELD ON THIS _______ DAY OF _______. 2019
READ A THIRD TIME THIS _______ DAY OF _______. 2019

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL RECEIVED THIS _______ DAY OF _______. 2019

ADOPTED THIS _______ DAY OF _______. 2019

_____________________________________________
Mayor

_____________________________________________
Corporate Officer

I hereby certify that this is a true copy of Bylaw No. 835, 2019 cited as "District of Taylor Zoning Bylaw No. 783, 2014, Amendment Bylaw No. 835, 2019” as adopted by Council Resolution No. xxx / 2019 dated this ___ day of ________, 2019.

_____________________________________________
Corporate Officer