



## The Corporation of the Village of Salmo

### CAO Report

Report Date: June 6, 2025

Meeting Date: June 24, 2025 (#12-25)

From: CAO Derek Kwiatkowski

Subject: CAO Report, Fire Truck Purchase Update

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#### **Background**

The Village is working through the procurement process & there is some discussion regarding the type of foam system in the current & potentially new apparatus. The Village has been in contact with a couple of suppliers that have been able to provide staff with extremely useful information.

One supplier uses a computer program that has completed fire truck templates that do not require additional engineering & are able to produce a "stock" fire truck in as little as 12 months. However, these trucks do not meet the requirements of the Village & are meant for smaller uses. Depending on what kinds of changes are required, allows the builder to re-engineer within the computer system, which helps streamline construction.

The main change that the Village Fire Department that requires additional engineering is the foam system on the truck. The current fire truck uses a foam system called CAFS (Compressed Air Foam System).

**This foam system is highly touted by the Fire Department members** but there are complications with the purchase & installation of this foam system.

This system is not commonly used (approximately 5% of trucks sold), therefore components are not stocked & therefore the truck becomes a custom build increasing the cost by approximately \$30,000 and the delivery time from 20-23 months to 34-37 months.

The Fire Chief has provided a response regarding the differences in foam systems outlining that the CAFS:

- a) Improved Fire Suppression Efficiency.
- b) CAFS uses less water compared to traditional systems.
- c) Faster knockdown time.
- d) Increases member safety due to lighter hose weight, better visibility (less steam), less risk of steam burns.
- e) The compressed air in the system propels the foam further.
- f) It reduces water damage.
- g) It is environmentally friendly.
- h) It improves operational versatility, as CAFS can be used effectively on Class A (ordinary combustibles) and Class B (flammable liquids).

- i). It provides easier clean-up.

The CAO and the Fire Chief are working on providing Council with more information prior to the finalization of the procurement process. The deadline for submission on BCBid is July 11, 2025.

**Staff Recommendation:**

That Council accept the CAO Report for information.



## The Corporation of the Village of Salmo

### Request for Decision

Report Date: June 12, 2025

Meeting Date: June 24, 2025 (#12-25)

From: Derek Kwiatkowski, Chief Administrative Officer

Subject: 2025 COTW Request - Fire Truck Purchase

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#### 1. OBJECTIVE

For Council to set a Committee of the Whole Meeting to discuss the purchase of a new fire truck.

#### 2. DISCUSSION AND ANALYSIS

Administration is requesting that Council book a COTW meeting to discuss the purchase of the new fire truck. There have been ongoing discussions about the details of the truck that are better discussed within the context of a COTW, rather than the Fire Chief providing a report or having the Fire Chief, Deputy Chief & Captain attend as a delegation (which was requested by the Fire Chief). These subsequent options will not provide the confidence that the conversation will be as balanced & nuanced as necessary & a delegation is not a proper method for staff to address Council to begin with.

As this will be the Village's most expensive equipment purchase to date, Council & the Fire Chief need to feel confident that the purchase is taking all necessary factors into consideration. Ultimately, Council approves the financial portion of the purchase based on staff's recommendations for the fire truck. Both staff & Council need to agree that the path forward is the best interest of the Village.

Staff is recommending booking a COTW Meeting for 1 hour before the July 8<sup>th</sup>, 2025 Regular Council Meeting. This date is in line with the closing date of the BCBid process of July 11<sup>th</sup>, 2025. An option would be to hold it after the Regular Council Meeting, setting it for 9:00 p.m. with the option to push it back if the Council Meeting goes longer than that.

#### RECOMMENDATION

That Council set a Committee of the Whole Meeting to discuss the fire truck purchase for July 8<sup>th</sup>, 2025 at 6:00 p.m.

#### ALTERNATIVES

1. That Council set a Committee of the Whole Meeting to discuss the fire truck purchase for July 8<sup>th</sup>, 2025 at 9:00 p.m.
2. That Council request the Fire Chief appear at the July 8<sup>th</sup>, 2025 Regular Council Meeting to discuss the fire truck purchase.







## The Corporation of the Village of Salmo

### Request for Decision

Report Date: June 6, 2025

Meeting Date: June 24, 2025 (#12-25)

From: Derek Kwiatkowski, Chief Administrative Officer

Subject: Official Community Plan Committee of the Whole Meeting Request

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#### 1. **OBJECTIVE**

For Council to set a time for a Committee of the Whole Meeting to discuss the 2025 Official Community Plan & Zoning Bylaw.

#### 2. **DISCUSSION AND ANALYSIS**

##### **June 10, Update**

*Council has prioritized the attendance of all Council members for the COTW Meetings to ensure that all opinions are equally expressed. Administration has sent Council several meeting options for the month of June. The compiled results will be shared at the June 10<sup>th</sup> Meeting.*

The Village is required to complete an Official Community Plan 2025. Administration would like to book a COTW meeting to begin building a 1<sup>st</sup> draft. Mayor Lockwood suggested at the May 13, 2025 Regular Council Meeting that both the OCP & the Zoning Bylaw be completed in tandem to ensure consistency between the two documents.

##### **RECOMMENDATION**

That Council book a COTW for the discussion of the Official Community Plan & Zoning Bylaw.





## The Corporation of the Village of Salmo

### Request for Decision

Report Date: June 12, 2025  
Meeting Date: June 24, 2025 (#12-25)  
From: Derek Kwiatkowski, Chief Administrative Officer  
Subject: 2025 Council Meeting Schedule Change

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#### 1. **OBJECTIVE**

For Council to approve changes to the Council Meeting Schedule to change the 1<sup>st</sup> meeting of the month to a Committee of the Whole Meeting.

#### 2. **DISCUSSION AND ANALYSIS**

Administration is requesting that the first meeting held each month, with the exceptions of July & December's Regular Council Meetings, be changed to a Committee of the Whole Meeting.

With the ambitious project list that Council has approved for 2025, staff has determined that a COTW meeting is better suited to accomplish Council's goals within their timelines. The COTW's framework allows for more natural conversations that simply aren't possible under the formality of a Regular Council Meeting.

According to the Procedures Bylaw, changing already scheduled Regular Council Meetings is simply a formality, as Council is allowed to go into a COTW within a Regular Council Meeting itself. **This will not require a change to the Procedures Bylaw.** Staff will post the changes of the meetings where required.

The following meetings would be changed to COTW's:

**Tuesday, September 9<sup>th</sup>, 2025**  
**Tuesday, October 14<sup>th</sup>, 2025**  
**Wednesday, November 12<sup>th</sup>, 2025**

Regular Council Meetings will continue to be scheduled:

**Tuesday, July 8<sup>th</sup>, 2025**  
**August 26<sup>th</sup>, 2025**  
**Tuesday, September 23<sup>rd</sup>, 2025**  
**Tuesday, October 28<sup>th</sup>, 2025**  
**Tuesday, November 25<sup>th</sup>, 2025**

Council will have to consider the possibility of creating additional COTW meetings.

#### **RECOMMENDATION**

That Council approve changes to the Council Meeting schedule based on staff recommendations.

**ALTERNATIVES**

1. The Council maintains the current Regular Council Meeting schedule.
2. That Council changes the Regular Council Meeting schedule to include a different set of dates.



## The Corporation of the Village of Salmo

### Request for Decision

Report Date: June 4, 2025

Meeting Date: June 24, 2025 (#12-25)

From: Derek Kwiatkowski, Chief Administrative Officer

Subject: New FortisBC Electric Vehicle Charging Station

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#### OBJECTIVE

For Council to determine the location for FortisBC to install a new electric vehicle charging station.

#### DISCUSSION AND ANALYSIS

FortisBC approached the Village to consider the installation of a new charging station within Village limits looking at Salmo as a good opportunity for more charging infrastructure due to our location within a traffic corridor.

FortisBC must complete the location selection & preparation for the installation must be in 2025, so they are seeking a quick approval. Rather than twinning the current location, this plan would include moving the current charger from Main Street to the new location in 2026 or later. They would prefer a new location to take into consideration their plan to accommodate larger delivery vehicles & vehicles towing campers as a “pull through” possibility & greater accessibility.

FortisBC has some conditions including:

- publicly owned property,
- proximity to Highway 6 & downtown core,
- proximity to 3-phase power &
- the site to completed with a finished road surface such as pavement or concrete, gravel would not be acceptable.

There are few locations that would work for this, but seemingly best option is on Sayward Avenue, at KP Park, in between the well building & the turnoff to the campground (2<sup>nd</sup> Street), rather than parking lot ball diamond/ lift station.

All 3 locations have potential for this project. The separating factors are that the KP Park location there will be less earthworks needed than the lift station location & less change to the KP Park space prior to developing a master plan. The grant funding won't cover the roadwork necessary but ***FortisBC would consider partnering for funding for the road finishing.*** Both potential locations may cause parking problems during peak usage times, however the location being closer to the intersection on 2<sup>nd</sup> Street will help with some of these issues. They would also entertain bearing the cost of moving the free charger located at the Village Office to the new location. This would include the installation of payment infrastructure.

The next steps would be to sign an agreement with FortisBC that is like the agreement already in place for the current charger. This will allow them to complete the necessary grant paperwork. The Village would not have any financial requirements for 2025.

### **RECOMMENDATION**

That Council approve the location of a new charging station along Sayward Avenue north of the Sayward well building.

### **ALTERNATIVES**

1. That Council approve the location of a new charging station along 4<sup>th</sup> Street adjacent to the Village lift station.
2. That Council approve the twinning of the current charging station located on Main Street.
3. That Council deny the installation of a new charging station within Village limits.



## KP Park Electric Charging Station Proposal

### Option #1, KP Park Sayward Avenue:





**Option #2, KP Park 4<sup>th</sup> Street:**





## The Corporation of the Village of Salmo

### Request for Decision

Report Date: June 19, 2025

Meeting Date: June 24, 2025 (#12-25)

From: Derek Kwiatkowski, Chief Administrative Officer

Subject: RDCK License to Occupy Recycling Depot Agreement Renewal

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#### **OBJECTIVE**

For Council to consider the renewal of the license to occupy agreement for the Recycling Depot to the RDCK for one year.

#### **DISCUSSION AND ANALYSIS**

In early 2025, the Village and the RDCK entered into an agreement to use the space next to the Village storage building in Lion's Park by the RDCK for a recycling depot. The duration of the agreement was from 2020 until June 30<sup>th</sup>, 2025 with an option for 3 one-year extensions.

As the Village has just completed signing the previous agreement with no significant disagreements in the last years of operation, however, there is no clause to apply an inflationary adjustment each year.

It is recommended that the Village decline the option to renew the contract to include a CPI based inflationary adjustment that would be applied on January 1<sup>st</sup> of each year.

#### **RECOMMENDATION**

That Council decline the option to renew the contract & further direct staff to draft a new 5-year agreement that will include a CPI based inflationary adjustment that would be applied on January 1<sup>st</sup> of each year.

#### **ALTERNATIVES**

1. That Council direct administration to renew the current license to occupy agreement for a 1-year period.





## LICENCE OF OCCUPATION

### Agreement for the temporary use of municipal lands

BETWEEN: **VILLAGE OF SALMO**, a municipal corporation having its office at  
423 Davies Avenue, PO Box 1000  
Salmo, BC V0G 1Z0  
  
(the "Village")

OF THE FIRST PART

AND: **REGIONAL DISTRICT OF CENTRAL KOOTENAY**  
202 Lakeside Drive, PO Box 590  
Nelson, BC V1L 5R4  
  
(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Village owns land having a civic address of 1017 Glendale Avenue, Salmo, British Columbia, legally described as  
Lot 16 District Lot 206 Kootenay District Plan 2160 Except Part Included In Plan 11031  
PID: 011-356-073  
  
(the "Land");
- B. The Licensee wishes to occupy that part of the Land and building shown in Schedule A (the "**Premises**") to operate a public recycling depot for the residents of the Central Resource Recovery Sub-Region; and
- C. The Village wishes to grant a license to occupy the Premises under the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the fee payment schedule outlined and other good and valuable consideration, from the Licensee to the Village, the receipt and sufficiency of which are hereby acknowledged, the Village and the Licensee covenant and agree as follows:





## LICENCE OF OCCUPATION

### *Agreement for the temporary use of municipal lands*

1. **Term** – The duration of this Agreement herein granted shall be for a term of five (5) years commencing on July 1, 2020 and ending June 30, 2025, with the option to extend the term of the agreement for up to three (3) one-year periods, unless earlier terminated in accordance with Section 25.
2. **License to Occupy**
  - 2.1 Subject to the terms and conditions of this Agreement, and in consideration of the payment of a license fee in accordance with section 3.1, the receipt and sufficiency of which is hereby acknowledged, the Village hereby grants to the Licensee a license to occupy the Premises (the "License") to operate a public recycling depot for the residents of the Central Resource Recovery Sub-Region.
3. **Fees**
  - 3.1 The Licensee shall pay the Village the following monthly fees: \$566.80 + GST. Payment shall be made within 30 days following submission of the quarterly invoice. The invoice shall quote the agreement number 06-2230-20-6500-08.
  - 3.2 Unpaid fees shall result in termination of the agreement.
4. **Hours of Operation** – See Schedule B – Supplementary Terms and Conditions. The hours shall conform to Village Bylaws and other pertinent regulations.
5. **Keep Premises Free and Clear/Care in Use** – The Licensee shall exercise the greatest care in the use and occupation of the Premises and adjacent areas and shall undertake to be responsible for the due observance of the rules and regulations governing the use of the Premises.
6. **Provision of Contractor and Partners** – The Village agrees to provide RDCK, their recycling collection contractors and partners, and the public access to use the site for hours and times identified in Schedule B – Supplementary Terms and Conditions.
7. **Ownership of Licensee's Property** – The Licensee shall remain the owner of its attendant building, bins and recycling depot equipment (collectively, the "Licensee's Property"), despite the Licensee's Property being affixed to the Premises.
8. **Damage to Property** – The Village and the Licensee and each of their elected officials, officers, agents, servants, employees, volunteers or contractors shall take all reasonable measures to ensure that the other party's property at the Premises shall not in any way become damaged during the Term. The Village and the Licensee shall fully reimburse the other party for any and all damage to that party's property.
9. **State of Premises at Termination** – In the event that this Agreement terminates or expires for any reason, the Licensee shall cease all occupation of the Premises and shall remove all equipment, chattels, fixtures and other improvements from the Premises. The Licensee shall leave the Premises in a safe, clean and tidy condition and clear of contamination occurring since the date of commencement of this Agreement. In the event that the Licensee fails to remove any equipment or chattels upon termination of this Agreement then the Village may do so and recover the expense thereof from the Licensee. All improvements and fixtures remaining on the Premises shall become the sole property of the Village upon termination of this Agreement, without any compensation whatsoever to the Licensee.
10. **Improvements and Maintenance** – The Licensee shall not construct any improvements (temporary or permanent) that require a Building Permit within the Premises without the approval of the Village.
11. **Restrictions on Operations**
  - 11.1 The Village makes no representations that the Lands are developed or serviced to any required standard for access or other uses.
  - 11.2 Supplementary terms and conditions of use are listed in Schedule B.
  - 11.3 The Village retains the right to revoke any permission granted under this Agreement at any time where it is found that the Licensee's use of the Premises is creating difficulties deemed unacceptable to the Village, including:
    - (a) failure to respect the terms and conditions of this Agreement; and
    - (b) concerns with respect to public safety or regulatory infractions reported to the Village by regional, provincial or federal authorities.
12. **Licensee Contact** – The Licensee shall exercise the greatest care in the use and occupation of the Premises and adjacent facilities. The following Operation Contact shall personally undertake to be responsible for the due observance of the rules and regulations governing the Premises and shall be the main liaison with the Village for purposes of the Licensee's operations at the Premises.

Name: Amy Wilson, Resource Recovery Manager  
Phone: (250) 505-8146  
Email: awilson@rdck.bc.ca
13. **Village Contact** – In the event that the Licensee needs to contact the Village during the hours of operation, the Licensee shall contact the Village at (250) 357-9433.
14. **Report of Damages, etc.** – The Licensee shall report any or all damages to the Village's Chief Administrative Officer at 250-357-





## LICENCE OF OCCUPATION

### Agreement for the temporary use of municipal lands

9433.

**15. Non-exclusive Use** – The Licensee agrees that:

15.1 the rights granted under this Agreement do not constitute any interest in the Premises or entitle the Licensee to exclusive possession of the Premises; and

15.2 the Licensee's rights under this Agreement are at all times subject to the rights and interest of the Village as owner and possessor of the Premises.

**16. No Waste or Nuisance** – The Licensee shall not do or permit anything that may become a nuisance to occupiers or invitees on adjoining lands.

**17. Terms and Conditions** – The Licensee shall comply with all the terms, conditions, rules or regulations that the Village may from time to time impose in respect of the use and administration of the Premises. The Licensee acknowledges that the fact that the License is granted by the Village does not excuse the Licensee from obtaining building permits, development permits, business licenses and other required permissions.

**18. Compliance with Laws** – The Licensee shall comply with all laws and regulations pertaining to its use and occupation of the Premises.

**19. Inspection by the Village** – The Village may inspect the Premises and the Licensee's operation at the Premises pursuant to this Agreement to determine if the Licensee is in compliance with the terms of this Agreement.

**20. No Transfer** – The rights granted to the Licensee under this Agreement may not be sub-licensed, assigned or otherwise transferred.

**21. Risk** – The Licensee accepts the Premises on an as-is basis and agrees that it shall use the Premises at its own risk.

**22. Indemnity** – The Village and Licensee each agree to indemnify and save harmless the other party, its elected officials, directors, officers, employees, agents, and successors from and against all claims, losses, damages or expenses (individually or collectively, "Claims") for death, bodily injury or property loss made or caused by any third party and arising out of a negligent act, negligent omission, intentional misconduct or breach of this Agreement by the indemnifying party or its elected officials, directors, officers, employees, and persons for whom the indemnifying party is responsible, except to the extent such Claims are attributable to a negligent act, negligent omission, intentional misconduct or breach of this Agreement by the indemnified party.

**23. Release** – The Village and the Licensee each release and forever discharge the other party, its elected officials, officers, employees, agents and invitees, of and from any claim, causes of action, suit, demand, expense, cost, legal fees and compensation of whatever kind, whether known or unknown,

at law or in equity, including without limitation any Claims, which the parties may have, sustain or suffer, as the case may be, now or in the future arising from the any improvements to the Premises, the expiry or termination of this Agreement, the exercise by the other party of any of its rights under this Agreement or from or in any way connected with the parties' use of the Premises, except claims arising from the exclusive negligence of the parties.

**24. Insurance** – During the Term of this Agreement, each party shall take out and keep in force comprehensive general liability insurance (including bodily injury, death, property damage, and damage or loss) of not less than \$5,000,000 per occurrence, which insurance shall include the other party as an additional insured. The insurance required to be maintained by each party shall be on terms and with insurers to which the other party has no reasonable objection. Each party shall provide the other with proof of insurance at the time of execution of this Agreement and must ensure that each receives a copy of each insurance renewal certificate.

**25. Compliance with Workers Compensation Act** – The Licensee shall maintain Workers Compensation Insurance as may be required by law during the term of the contract and shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the Workers Compensation Act and the Occupational Health and Safety Regulations thereunder. The Licensee shall be responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

**26. Cancellation and Early Termination**

26.1 Either party may terminate this Agreement by giving the other party six (6) months advance notice of its intention to terminate, such notice is to be given in writing on the last day of any month.

26.2 Upon breach by the Licensee of any term or condition of this Agreement, the Village may give the Licensee thirty (30) days' notice to correct such breach to the satisfaction of the Village. If such breach is not corrected within a reasonable period in the Village's discretion, or if the Licensee fails to begin and diligently pursue steps to cure the breach to the reasonable satisfaction of the Village within thirty (30) days after notice of the breach is given by the Village, the Village may terminate this Agreement by giving notice of termination to the Licensee. This Agreement, except sections 18 and 19 shall terminate immediately on written notice of termination from the Village to the Licensee. The Village may recover all fees, costs and damages due to the Village under this Agreement by suit or otherwise.

**27. Notices** – Any notice given pursuant to this Agreement shall be sufficiently given if it is in writing and delivered by hand or mailed by prepaid registered mail or sent by facsimile transmission to the intended party at its address set out on page 1 of this Agreement or to such other address as either party may



## LICENCE OF OCCUPATION

### Agreement for the temporary use of municipal lands

provide in writing to the other pursuant to the provisions of this paragraph.

All notices to the Village must be marked to the attention of the Chief Administrative Officer.

All notices to the Licensee shall be marked to the attention of Amy Wilson, Resource Recovery Manager.

A notice shall be deemed to be received on the day it is delivered, if delivered by hand, on the day of transmission, if sent by facsimile, or three (3) days after the date it was mailed or if that day is not a business day, the next day that is a business day. If mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike or slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if delivered by hand or sent by facsimile transmission.

28. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the Village's rights and powers in the exercise of its functions pursuant to the *Community Charter* and *Local Government Act* or its rights and powers under any enactment to the extent the same are applicable to the Premises, all of which may be fully and effectively exercised in relation to the Premises as if this Agreement had not been fully executed and delivered.

29. **Severance** – If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of the Agreement.

30. **Further Actions** – Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

31. **Waiver or Non-action** – Waiver by the Village of any breach

of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the Village to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.

32. **Reference** – Every reference to a party is deemed to include its Agents wherever the context so requires or allows.

33. **Freedom of Information** – The Licensee acknowledges that the Village is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Village may be required by law to disclose information relating to the Licensee and this Agreement.

#### 34. General

34.1 This Agreement shall bind and benefit each party to this Agreement, and its respective corporate successors.

34.2 The Schedules attached to this Agreement form part of this Agreement.

34.3 This Agreement constitutes the entire agreement between the parties and may not be amended except by agreement in writing signed by all parties to this Agreement.

34.4 Time is of the essence of this Agreement.

34.5 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors or assigns of the parties hereto (where the context or the parties so require).

34.6 This Agreement must be construed according to the laws of the Province of British Columbia.

[Signature page to follow]



## LICENCE OF OCCUPATION

### Agreement for the temporary use of municipal lands

IN WITNESS WHEREOF the parties have executed this agreement on the 4th day of February, 2025.

VILLAGE OF SALMO  
by its authorized signatory

[Signature]

Name: Derek Kwiatkowski

Title: Chief Administrative Officer

WITNESS

[Signature]

Name: Brandy Jessup

Date: Feb. 4/25

THE REGIONAL DISTRICT OF CENTRAL  
KOOTENAY

by its authorized signatory

[Signature]

Name: LL Li Wolf

Title: G.M. of Env. Services

WITNESS

[Signature]

Name: Emma Clark

Date: February 7, 2025

Name:

Title:

Name:

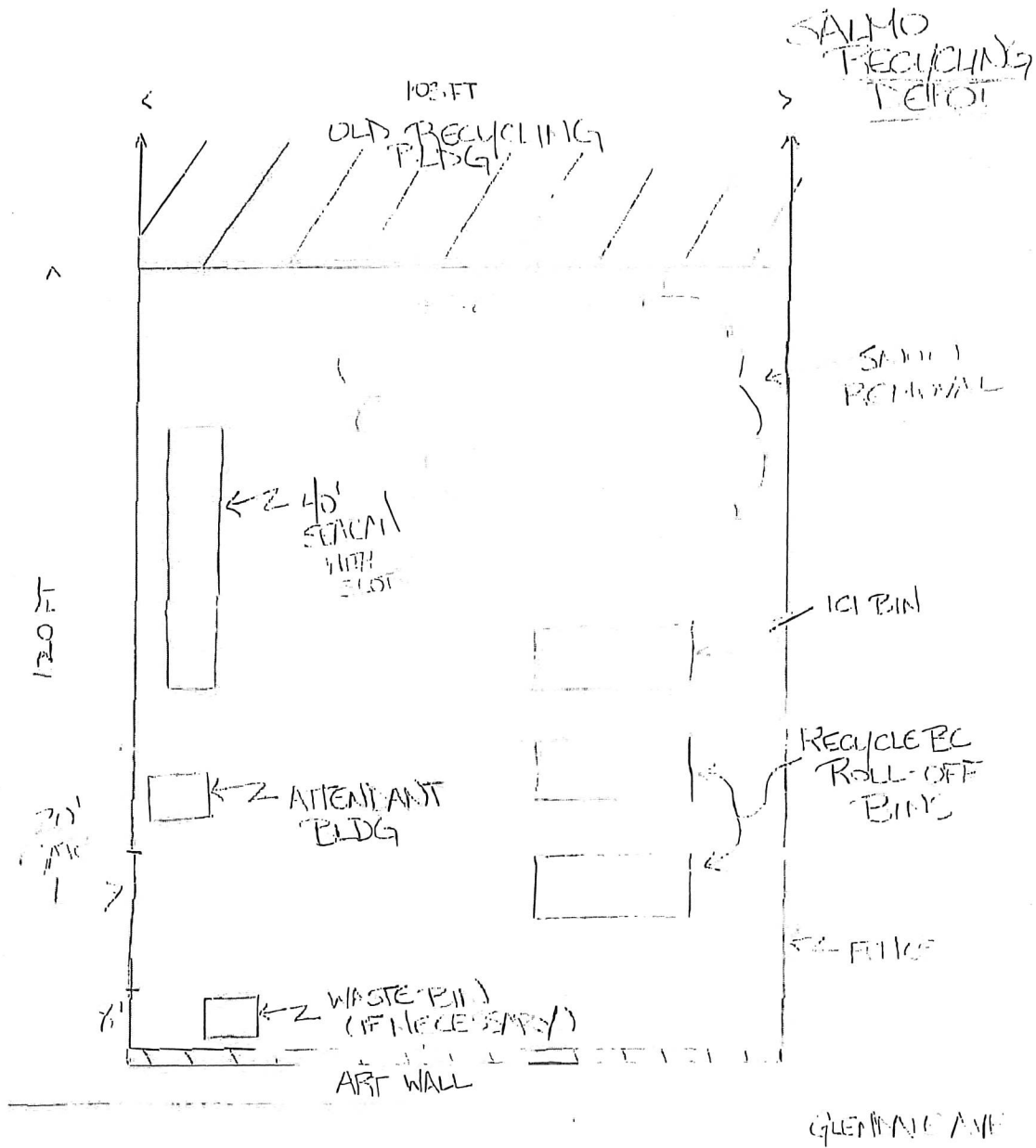
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# LICENCE OF OCCUPATION

Agreement for the temporary use of municipal lands

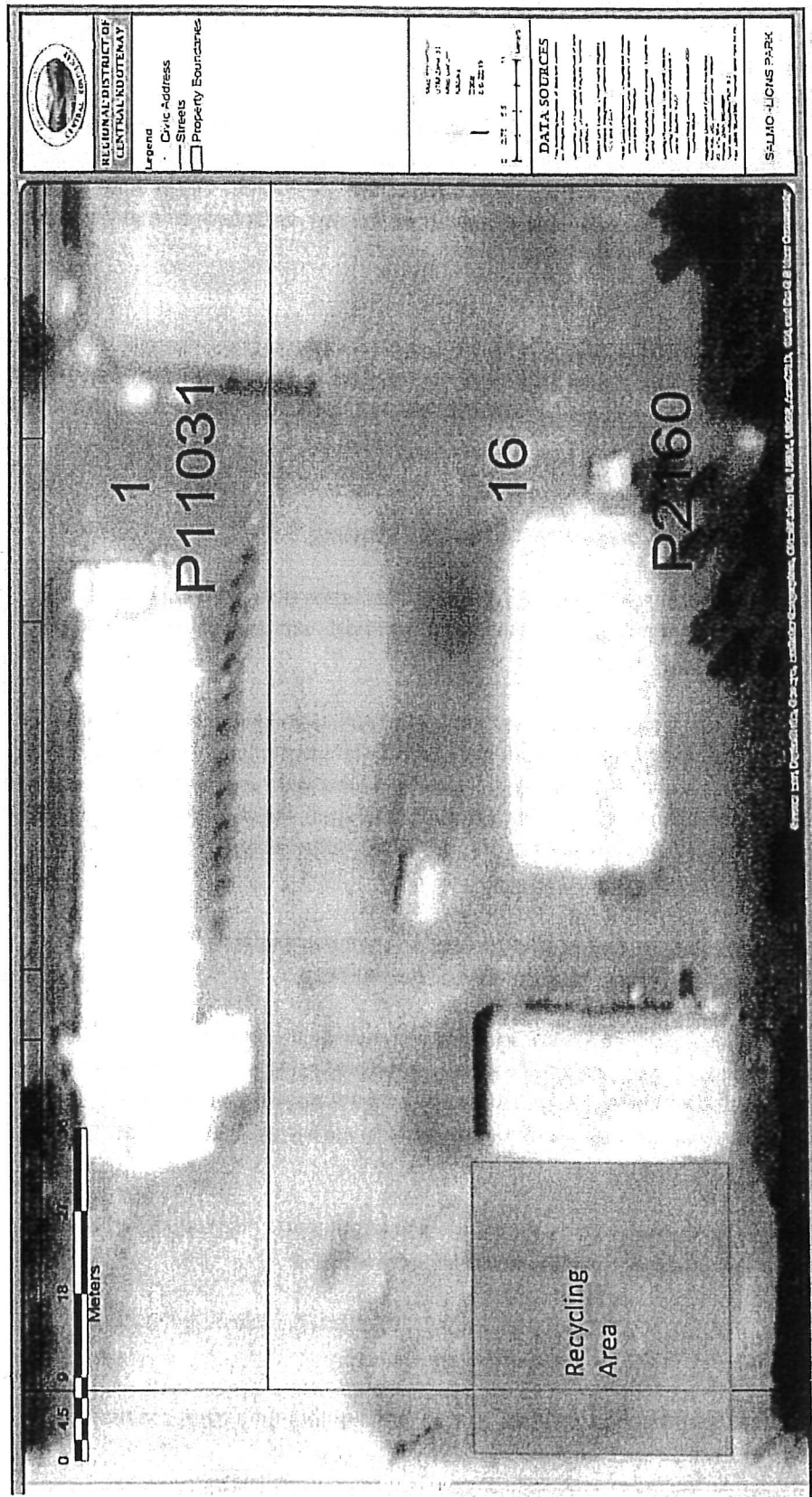
## Schedule A





# LICENCE OF OCCUPATION

Agreement for the temporary use of municipal lands





### Schedule B

#### SUPPLEMENTAL TERMS AND CONDITIONS

##### Recycling Depot Hours of Operation

The Recycling Depot shall be open from 10:00 am to 4:00 pm, local time Tuesday, Wednesday, Friday and Saturday. When open the Recycling Depot shall be supervised by the Licensee's staff. Third parties under contract to the Licensee shall on occasion access the Recycling Depot outside of the stated hours to provide maintenance and material collection services. Operating hours may be changed at the discretion of the Licensee subject to notification to the Village in advance of any changes.

##### Services Supplied by The Village

All equipment, labour, materials and associated costs for the maintenance and snow removal services shall be the responsibility of the Village. The Village shall have the required expertise to carry out the snow removal in a competent manner. The Village's responsibilities shall include, but not be limited to the following:

##### 1. Snow Removal Services

Snow removal services shall consist of, but not be limited to, the following:

- a. Clear the depot area once an accumulation of three (2) inches has been recorded within 24 hrs; or, less preferably as close to opening time as possible. Snow removal and stockpiling shall be in accordance with the detailed site map.
- b. Snow removal shall be conducted as close as possible to the specified opening hours of the site but no more than twice per day. Snow removal is not required on days the site is not open to the public unless large storm accumulations justify removal between opening days or weather conditions are predicted that would make it impossible to clear snow in time for the site to be open. *For example, if the weather forecast is for a warming then freezing period, the snow should be cleared so that it doesn't melt and freeze, becoming impossible to clear.*
- c. Some areas that shall require manual shoveling include but are not limited to the roadways, bins, stockpile areas and access, gates, base of bins, and attendant building.
- d. Sanding or spreading of salt in the depot area shall be conducted with each snow clearing that occurs as close as possible to the specified opening hours of the site to ensure public areas are safe for foot and vehicle traffic. It is not required on days the site is not open to the public, even if snow clearing services have been required. Ensure the depot area is maintained in such a way that the user has safe footing in the pedestrian areas and driving areas.
- e. Sanding or spreading of salt may be required on days even if snow removal is not required. The same level of expectation around monitoring and providing this service applies.
- f. Snow shall be stored in such a manner and location that it does not interfere with access to the operations of the depot and does not damage the Licensee's property.
- g. A three-foot radius around the bins must be cleared of snow. If the equipment cannot remove the snow flush to the bins, then they must be hand shoveled.





## **LICENCE OF OCCUPATION**

### ***Agreement for the temporary use of municipal lands***

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#### **1.1 Additional Snow Removal Services**

If the Licensee requires additional snow removal services for additional areas at the site, the rates for materials and/or equipment shall be negotiated between the Licensee and the Village.

#### **1.2 Services Supplied by The Licensee**

Material deposited illegally on the Lands shall be removed by Licensee's staff and third parties under contract to the Licensee.

#### **1.3 Additional Property Conditions**

The Village shall have final approval regarding the placement of any collection containers, signage or other structures required for the operation of the recycling depot. Recycling depot operations shall not interfere with other business conducted by the Village on the Lands.





## The Corporation of the Village of Salmo

### Request for Decision

Report Date: June 12, 2025

Meeting Date: June 24, 2025 (#12-25)

From: Derek Kwiatkowski, Chief Administrative Officer

Subject: Disaster Resilience and Innovation Funding (DRIF)- Hazard Risk Assessment & Vulnerability Assessment(HVRA) Collaboration with the RDCK

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#### 1. OBJECTIVE

For Council determine if the Village should collaborate with the RDCK for a Disaster Resilience and Innovation Funding Hazard Risk Assessment & Vulnerability Assessment.

#### 2. DISCUSSION AND ANALYSIS

The RDCK seeks to submit an Expression of Interest (EOI) to the provincial Disaster Resilience and Innovation Funding (DRIF) Program for a regionally coordinated Hazard Risk and Vulnerability Assessment (HRVA). This project would support Emergency and Disaster Management Act (EDMA) compliance and form the foundation for a future Multi-Jurisdictional Emergency Management Organization (MJEMO) for Salmo & the RDCK part of its Emergency Management Service.

The RDCK is seeking Council approval at the June 24<sup>th</sup> Regular Council Meeting to allow for proper time for the EOI submission. **There is no financial or time commitment required at this time.**

As the Village is part of the RDCK's regional Emergency Management Service, this work is a shared responsibility. Together, the group would be seeking up to \$1 million in funding to complete the HRVA.

This co-application does not preclude Salmo from also applying to DRIF for our own project, given that guidelines state "proponents can be included *in up to three applications for each Stream*, either as a lead or partnering applicant." Administration is looking at these different application possibilities.

If successful at the EOI stage, the process will include:

- RDCK will consult with Salmo to develop a full proposal.
- RDCK will bring forward a project and budget proposal to the Board for direction to proceed with a complete joint application to DRIF.
- Should the application be approved, project work would begin in late 2025 or early 2026.
- Each municipality would receive its own HRVA, aligned with EDMA regulations (likely to be released in fall 2025), nested within the larger regional HRVA framework.
- HRVA results will directly support the update of municipal Emergency Plans and, where relevant, Official Community Plans.
- Municipalities will be asked to participate in data sharing and engagement processes.

Co-funding enhancement:

Regarding the overall hazard assessment plan, DRIF only supports natural hazards. Therefore, if successful, participants will need to discuss how we expand the work to also include other hazards (e.g. hazmat, technical hazards like dam failures, etc.). There are options with LGCAP and other sources as well, which will expand DRIF's natural-hazard-only focus into an all-hazards approach for municipal assessments.

If Council declines collaborating with the RDCK on this project, the Village would still be responsible for completing these assessments. Administration feels that collaboration with the RDCK has worked well so far & this would allow staff to work on other priorities.

#### **RECOMMENDATION**

That Council move to collaborate with the RDCK for a Disaster Resilience and Innovation Funding Hazard Risk Assessment & Vulnerability Assessment.

#### **ALTERNATIVES**

1. That Council move to complete a Disaster Resilience and Innovation Funding Hazard Risk Assessment & Vulnerability Assessment without RDCK collaboration efforts.



Project	Completed Tasks	Uncompleted Tasks	Start Date	End Date (Projected)	Progress	Notes
Bylaw & Policy Review	Fire department review, snow removal	Human Resources, safety, risk management, planning.	09-09-2024		10%	Fire department bylaws review complete & changes adopted.
Implement Auditor's Recommendations	Received recommendations		22-04-2025		5%	Reviewing from other municipalities
Create Employee Code of Conduct			22-04-2025		5%	Reviewing from other municipalities
Create Job Descriptions			22-04-2025		10%	Reviewing from other municipalities
Create Wage Scales			22-04-2025		10%	Reviewing from other municipalities
Create Mapping Page on Website	Confirmed costs w/ webmaster, confirmed maps w/ RDCK	map selection, page creation	20-03-2025		25%	Working w/ RDCK GIS department on next steps
Official Community Plan		staff reviewing potential changes	19-03-2025		7%	Consultation policy confirmed, Council & staff are to begin reviewing.
Complete Communities	Kick-off meeting	Data weighting, analysis, stakeholder consultation, reporting	08-08-2023		10%	Data analysis, data weighting discussions w/ consultant, RDCK re-working project plan
Loss Control Prevention Report Recommendations	Village office rear door, seating repair	Painting	26-04-2022		90%	Repair costs up to \$12,000 covered by grant
Railway Avenue Road Allowance Acquisition	Survey, offer letter	Completed contract, Land Title registration	12-07-2023		80%	Village has sent offer letter of \$1.00 (as per Council motion) in February 2025, awaiting response
Accessibility Plan	Sent public survey, sent draft plan to RDCK for review	awaiting response	21-06-2021		85%	
Zoning Bylaw Review	1st Reading, public hearing	Review of feedback, any needed changes	01-03-2020		35%	Process stopped after 2023 public hearing & feedback. Council postponed discussion until new year.
Procedure Bylaw	Received grant funding, some recommended changes noted	confirmation of Council's request for changes	01-01-2017		20%	Staff undertaking document review, determining final recommendations.
Initiate a process of Asset Management in all facets of Village activity.	Staff has begun internal data collection.		01-03-2025			
(1) IT Service and Infrastructure Audit		Hiring of consultant	01-03-2025		25%	Current IT Service provider will submit Asset Assessment as part of the service agreement.
(2) Machinery and Equipment Audit		Hiring of mechanical inspector	01-03-2025		5%	Internal assessment underway
(3) Facility and Major Infrastructure Audit		hiring of building inspector/appraiser	01-03-2025		5%	Internal assessment underway, staff identifying inventory
Indigenous Engagement- Emergency Management	MOU signed	Consultation	04-12-2023		10%	RDCK will inform Village of next steps
Heritage Mine Grant	Construction complete	Cost reporting from COC, final report			75%	Final stage of lighting & signage, COC obtaining quotes
Establish Community Group Reporting Standards	Review other municipalities	Building documentation			60%	building bylaws & forms
Review of Heritage Hub Properties	Lease review	determination of lease extension	01-10-2024		90%	Administration contacted property owner of the non-renewal & termination, awaiting acceptance
P Planning Grant	Received \$25,000	Final Reporting	20-03-2025		90%	will be completed after adoption
1st Management Grant	Received \$7,500	Final Reporting	20-03-2025		90%	will be completed after adoption
Smart Grant	Received \$500	Final Reporting			100%	
Active Transportation Grant	Applied	N/A	20-09-2024		N/A	Grant application being reviewed
Accessibility Survey	Completed & sent to public	N/A		13-09-2024	100%	
Increase access to Council Meetings	Minor technology improvements				100%	Council Meetings can be attended virtually
Village Office solar panels	Construction complete	N/A			100%	
Village Office heat pumps	Construction complete	N/A			100%	
WMTR Fence	Construction complete	N/A			100%	
Public Works Shop solar panels	Construction complete	N/A			100%	
Cemetery Wall Project	Standardization of wall, fees	Council review & approval	06-01-2022		90%	Council to receive in mid-2025
Bring KP Park Master Plan options to Council			20-03-2025		0%	Tabled by Council until after 2025 budget is passed
REACH Grant Application	Grant application successful, workplan	Construction	04-02-2025	(October 2025)	50%	Workplan created & submitted, awaiting quotes
Maintain and repair all vehicles in municipal fleet; track operating costs and make provision for full life cycle cost coverage.	Ongoing				N/A	Asset Management Plan will determine replacement schedule
Business Case for Permanent Fire Chief Position	Council approval to look into.	Wage & position duty review	08-11-2024		10%	building potential duty list to determine costing measures
NG911 GIS Project	Funding, project goals	Updating map data, final reporting	23-07-2020	(August 2027)	35%	Some data updates sent to RDCK
Review all Fire Bylaws,	1st Reading, 2nd & 3rd Readings	Final Adoption	01-04-2025		100%	Council adopted changes June 10, 2025
Community Wildfire Resiliency Plan	Approval, post-grant approval meeting	CWRP updates	26-10-2022		100%	CWRP completed.
Glendale Bridge	Bridge deck complete.	Handrails	27-07-2022		85%	Engineer providing work plan for handrails by April 25th
2025 Road Paving	Staff completing assessments.	Site selection, construction	01-01-2025		50%	Staff has completed assessment, developing priority list
DRIF Floodplain Review	Agreement signed with RDCK	Consultant selection, bylaw creation, final reporting	27-08-2024		30%	Reviewed RFP submissions
2025 Riprap Purchase	Quotes received for rip rap		09-12-2024		50%	
Dike Project Management	Working with Ministry on permitting process based on scope of the project.	Planning w/ staff a plan for the work.	16-06-2021		15%	Staff inspected dike, verifying information from 2024 report, drafting workplan for grant application
Harmonic Upgrades	Phase 1 complete	Phase 2 construction underway	15-03-2023		90%	SCADA system has independent power source
Source Water Protection Plan Recommendations	Some recommendations complete, quotes for well repairs	Well repairs	11-12-2017		75%	Most recommendations completed
GPS Mapping of Water Distribution System	Staff has reviewed data	Final confirmation needed before sending to RDCK	01-01-2025		90%	Part of Asset Management Plan, condition assessment needed.
Water Reservoir Replacement		Procurement	25-11-2024		5%	Developing RFP for reservoir study

Project	Completed Tasks	Uncompleted Tasks	Start Date	End Date (Projected)	Progress	Notes
Review and improve sidewalk maintenance.	Staff completing assessments.	Site selection, construction	01-01-2025		50%	Staff finalizing priority list
Bail field renovation project	Work assessment, aerating, sanding, leveling.	riprap not purchased	09-01-2025		100%	Work complete, field overhaul may be needed after season 2022 & 2023 allocated
LGCAP purchases	Electric generators, riprap purchase	determining if study works	25-11-2024		90%	Contractor booked for July 7th, entire Village will be inspected.
Increase searching capacity for water leaks	Inquired w/ other munis, found system		25-11-2024		10%	
Improve ground water mapping and monitoring.	Location plan		27-06-2023			
Fire Truck Purchase	Truck spec list, RFQ.				10%	determining if Council would like referendum along w/ byelection or using AAP



Village of Salmo  
Accounts Payable May 23 to June 19, 2025

Cheque #	Pay Date	Vendor Name	Description	Paid Amount
018198	2025-06-09	Ace Courier Systems	PW, Water Sample Shipping Expense	\$143.66
018217	2025-06-18	Ace Courier Systems	PW, Water Sample Shipping	\$60.10
018220	2025-06-18	Air Liquide Canada Inc.	Fire Dept. Supplies	\$18.06
018218	2025-06-18	Andrew Sheret Limited	Water Distribution, WWTP Supplies	\$548.44
EFT	2025-05-23	Aquavision Services	Reservoir Inspection	\$3,574.20
018221	2025-06-18	Billy's Automotive Service Ltd.	2012 Ford F-150 Maintenance	\$368.50
Pre-Authorized Debit	2025-06-10	Central 1 Credit Union	Service Fees	\$30.00
018224	2025-06-18	Cloverdale Paint Inc.	Summer Road Maintenance Supplies	\$907.20
EFT	2025-06-18	Collabria	FD GPS/PW Supplies/Office Supplies	\$6,602.71
018225	2025-06-18	Columbia Basin Broadband Corporation	Office Internet	\$280.00
018200	2025-06-09	Commissionaires British Columbia	Bylaw Enforcement	\$149.32
018222	2025-06-18	Custom Dozing Ltd.	Summer Road Maintenance	\$1,023.75
EFT	2025-05-23	Eco/Logic Environmental	2025 Q2 Sampling	\$1,981.17
EFT	2025-05-23	Fortis BC - Natural Gas	Natural Gas Expense	\$94.46
EFT	2025-05-23	Fortis BC - Natural Gas	Natural Gas Expense	\$50.75
EFT	2025-05-23	Fortis BC - Natural Gas	Natural Gas Expense	\$79.03
EFT	2025-05-23	Fortis BC - Natural Gas	Natural Gas Expense	\$46.47
EFT	2025-05-23	Fortis BC - Natural Gas	Natural Gas Expense	\$60.96
EFT	2025-05-23	Fortis BC - Natural Gas	Natural Gas Expense	\$106.56
EFT	2025-05-23	Fortis BC - Natural Gas	Natural Gas Expense	\$50.75
EFT	2025-06-09	Fortis BC Inc.	Natural Gas Expense	\$544.76
EFT	2025-05-23	Fortis BC Inc.	Electric Expense	\$409.38
EFT	2025-05-23	Fortis BC Inc.	Electric Expense	\$48.75
EFT	2025-05-23	Fortis BC Inc.	Electric Expense	\$70.25
EFT	2025-05-23	Fortis BC Inc.	Electric Expense	\$422.57
EFT	2025-05-23	Fortis BC Inc.	Electric Expense	\$841.60
EFT	2025-06-09	Fortis BC Inc.	Electric Expense	\$61.78
EFT	2025-06-09	Fortis BC Inc.	Electric Expense	\$1,458.08
EFT	2025-06-09	Fortis BC Inc.	Electric Expense	\$1,548.53
EFT	2025-06-09	Fortis BC Inc.	Electric Expense	\$414.92
EFT	2025-06-09	Fortis BC Inc.	Electric Expense	\$2,319.07
EFT	2025-06-09	Fortis BC Inc.	Electric Expense	\$5,174.07
018227	2025-06-18	Gescan Division of Sonepar Canada Inc.	Harmonic's Upgrade Supplies	\$2,910.55
EFT	2025-06-09	GFL Environmental Inc. 2020	PW/WWTP Garbage Services	\$8,406.77
EFT	2025-06-09	GFL Environmental Inc. 2020	Residential Garbage Services May 2025	\$2,576.00
018201	2025-06-09	Icesoft Technologies	Voyent Alert Subscription	\$3,493.36
018223	2025-06-18	Iconix Waterworks LP	WWTP Supplies	

Village of Salmo  
Accounts Payable May 23 to June 19, 2025

Cheque #	Pay Date	Vendor Name	Description	Paid Amount
018206	2025-06-09	Inland Allcare	KP Washroom & Office Supplies	\$125.50
018235	2025-06-18	Inland Allcare	Office, KP Washroom, Lions Park Supplies	\$670.34
018202	2025-06-09	Kelowna Barrette	Office/Fire Hall Cleaning Expense	\$409.50
018229	2025-06-18	Kendrick Equipment (2003) Ltd.	Deck Mower, 2017 & 2012 Trackless Parts, New Trackless Mower Attachment	\$18,509.32
018228	2025-06-18	Kootenay Industrial Supply Ltd.	Turnour Gear - Fire Dept	\$155.21
018230	2025-06-18	Lidstone & Company	Legal Services	\$1,388.88
018231	2025-06-18	Mills Office Productivity	Office Supplies	\$130.29
EFT	2025-06-09	Passmore Labratory Ltd.	Water Sample Testing	\$260.00
EFT	2025-06-13	Receiver General for Canada	Payroll Remittance	\$17,098.86
018199	2025-06-09	Richens Ann	Campground Management	\$700.00
018219	2025-06-18	Richens Ann	Campground Management	\$360.00
EFT	2025-06-09	Rogers	Cell Phones CAO Public Works Foreman	\$463.54
Pre-Authorized Debit	2025-06-13	Royal Bank Central Card Services	Service Fees	\$144.42
018203	2025-06-09	Skyway Hardware (1985) Ltd.	Cemetery, KP Ball Field, Shop, Water Distribution Supplies	\$647.78
EFT	2025-06-09	Startup HVAC Solutions LTD	Wellness Centre Maintenance	\$558.60
018205	2025-06-09	Sunco Communication & Installation	IT Services	\$1,915.09
EFT	2025-06-18	Telus Communications Inc.	Office Fax	\$85.01
EFT	2025-06-09	TruGIS Web/ Geospatial	Annual Website Hosting	\$658.56
018232	2025-06-18	Wayne Phelps	Leaf Mower Repairs	\$55.00
018233	2025-06-18	Woodland Equipment Inc.	Hyundai Excavator Repair	\$2,897.90
EFT	2025-05-23	Yellow Pages Group	Advertising	\$2.37
EFT	2025-06-18	Yellow Pages Group	Advertising Expense	\$2.37
018234	2025-06-18	Yellowhead Road & Bridge Kootenay	Dust Control	\$5,252.10
		Employee Benefits, Reimbursements and Salaries (PP11, PP12, Council 5, Fire 1)		\$57,391.95
		Total:		\$156,759.12

Credit Card Details:

Adobe Subscription	\$43.66
Drag Mat (for parks)	\$1,339.76
F.D. GPS Subscription	\$72.74
Plow Blade Parts	\$162.56
Riding Lawn Mower	\$4,648.00
Seed Spreader	\$335.99
	\$6,602.71

Village of Salmo Regular Council Meeting #12-25  
Treasurer's Report as of May 31, 2025

Account Name	31-May-25 Balance	30-Apr-25 Balance	31-May-24 Balance
Chequing Community Plus (Operating Account)	\$2,332,335.06	\$2,313,823.26	\$2,310,701.23
Masterplan Community Plus - Wellness Centre Equipment	\$0.00	\$0.00	\$0.00
Masterplan Community Plus - Community Works	\$417,200.25	\$417,182.67	\$421,748.82
Masterplan Community Plus - Salmo Parks	\$16,099.96	\$16,075.93	\$2,522.12
Masterplan Community Plus - Growing Community	\$0.00	\$0.00	\$0.00
Maximizer Community Plus - Civic Works Reserves	\$170,990.93	\$170,527.47	\$144,541.21
Maximizer Community Plus - Sewer Civic Works Reserves	\$4,171.68	\$4,165.49	\$51,755.42
Maximizer Community Plus - Cemetery Care	\$26,370.23	\$26,331.09	\$25,913.09
Maximizer Community Plus - Water Civic Works Reserves	\$330,436.45	\$329,946.05	\$289,494.61
Maximizer Community Plus - Lions Park (Previously Curling Rink)	\$19,315.03	\$19,286.36	\$17,512.33
Maximizer Community Plus - Wellness Centre	\$126,198.17	\$126,010.88	\$110,394.18
Maximizer Community Plus - Fire Department Equipment	\$141,784.40	\$141,573.98	\$89,002.81
Maximizer Community Plus - Jaws of Life	\$248,684.47	\$248,315.40	\$200,816.07
Maximizer Community Plus - Ambulance	\$13,047.22	\$13,027.86	\$12,821.05
Membership Shares	\$25.00	\$25.00	\$25.00
Patronage Shares	\$2,238.00	\$2,238.00	\$2,238.00
	<b>\$3,848,896.85</b>	<b>\$3,828,529.44</b>	<b>\$3,679,485.94</b>
<b>Accounts Receivable</b>			
Utilities	\$101,151.05		
Taxes	\$1,222,622.70		
Other	\$100.00		
	<b>\$1,323,873.75</b>		
<b>Accounts Payable</b>			
	\$0.00		
<b>Grand Total (Assets minus Liabilities)</b>	<b>\$5,172,770.60</b>		





## OKANAGAN NATION ALLIANCE

101 - 3535 Old Okanagan Hwy, Westbank, BC V4T 3L7  
Phone 250-707-0095 Toll Free 1-866-662-9609 Fax 250-707-0166 www.sylx.org

May 22, 2025

DATE MAY 22/25  
NO 23 TO M+C-JUN. 10/25  
FILE NO 0400-70

### VIA ELECTRONIC MAIL

VILLAGE OF SALMO

Mayor Diana Lockwood  
Village of Salmo  
PO Box 1000  
423 Davies Avenue  
Salmo, BC V0G 1Z0

Dear Mayor Diana Lockwood,

**Re: Sylx Okanagan Briefing Package for Local Governments on US-based Tribes Asserting Rights and Interests in the Arrow Lakes and Boundary/Kootenay Regions of Canada**

The Chief's Executive Council (CEC) of the *Sylx* Okanagan Nation is taking a stand against US-Based Tribes aggressively seeking rights and benefits within Canada.

This issue dates back to the 2021 Supreme Court of Canada decision in *Desautel*, which resulted in imminent complications and challenges that must be addressed by First Nations, the federal and provincial governments. **Importantly, local governments must respect and wait for clear direction from these higher levels of government, prior to engaging with US-based Tribes in the Arrow Lakes and Boundary/Kootenay regions.** For the first time, the Court found that "Aboriginal peoples of Canada" can include Aboriginal groups that are located outside of Canada in the United States.

In the wake of this decision, American-based tribes in Alaska and Washington states have begun asserting rights and title in Canada. Many US Tribes along the length of our border with the United States are now seeking governance roles, and to be consulted and accommodated (including through revenue sharing), on Canadian matters of both national and local interest: natural resource projects, environmental assessments, conservation and restoration initiatives, among others.

In particular, we continue to have grave concerns about the increasingly aggressive assertions of the "Sinixt Confederacy," a society created and funded by the American-based Colville Confederated Tribes (CCT) of Washington State, to exclusive rights and title in *Sylx* Okanagan Territory in what is now known as British Columbia. CCT is a United States Federally recognised Tribe, and Canadian governments should not allow double dipping for U.S. tribes like the CCT, who already receive hundreds of millions of dollars in U.S. federal funding, including for hydroelectric power impacts on the U.S.-side of the Columbia River.

Enclosed is a backgrounder on the Sinixt Confederacy and CCT, *Sylx* Okanagan Nation's position, and an update on an emerging consensus on engagement and consultation, led by the provincial

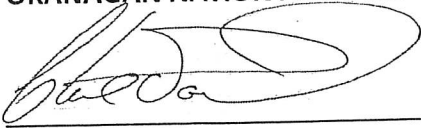


and federal governments. **Considering CCT's stated positions and goals, the way local governments respond to CCT's claims can set harmful precedents with far-reaching implications and further feed family conflict by choosing sides.** In addition to engagement, providing territorial and other acknowledgement in recognition or support of the Sinixt Confederacy or CCT territorial rights is incorrect, dismissive of *Syilx* Okanagan Nation's rights, and creates division. **Now is the time to pause and carefully reflect on what level of recognition and engagement is appropriate when considering a US group's claims on local governments and regions, while continuing to prioritize reconciliation with First Nations located in Canada.** Remember, Canada is not, and will never be, the 51<sup>st</sup> state!

To discuss further, please contact Chief Robert Louie, the CEC's designated lead on Sinixt Issues ([rlouie@wfn.ca](mailto:rlouie@wfn.ca)).

limlæmt,

**OKANAGAN NATION ALLIANCE**



*Ki law na* Ylmixwm Clarence Louie  
xaʔtus, Tribal Chair

CC: Chiefs Executive Council, Okanagan Nation Alliance  
Okanagan Nation Alliance, Executive Director Pauline Terbasket, ([Director@syilx.org](mailto:Director@syilx.org))  
Councillor Melanie Cox, Village of Salmo  
Councillor Jonathon Heatlie, Village of Salmo  
Councillor Jennifer Lins, Village of Salmo  
Councillor Kenzie Neil, Village of Salmo  
Derek Kwiatkowski, Chief Administrative Officer, Village of Salmo



## BRIEFING INFORMATION

### BACKGROUND

- *Syilx* Okanagan Nation have exercised our rights and responsibilities within our territory, including the Arrow Lakes and Columbia River Basin, since time immemorial.
- The truth is the Sinixt have always been part of the *Syilx* Okanagan Nation, just like other *nsyilxcən*-speaking communities.
- We have one language, one culture, one land, and one people.
- In 2021, the Supreme Court of Canada ruled in *R. v. Desautel* that a U.S. citizen and member of the U.S.-half of our previously unified nation, Washington-based Colville Confederated Tribes (CCT), had an Aboriginal right to hunt Elk in Canada.
- There was no finding in *Desautel* that there is a rights-bearing entity known as the “Sinixt Nation,” and no decisions concerning Aboriginal title. The courts found that the Lakes Tribe of the CCT is “a” successor group representing people of Sinixt ancestry and made it clear that there may be other successor groups in Canada.
- The Chiefs Executive Council (CEC) represent the *Syilx* Okanagan Nation in Canada, including the Sinixt.

### THE PROBLEM

- Following *Desautel*, American-based tribes in Alaska and Washington have begun asserting rights and title in Canada and are now seeking governance roles, and to be engaged, consulted, and accommodated, on Canadian matters of national, provincial, and local interest: natural resource projects, environmental assessments, conservation and restoration initiatives, among others.
- The *Syilx* Okanagan Nation has always been willing to engage in discussions with CCT to resolve differences, but after years of collaboration and cooperation with *Syilx* Okanagan, CCT has turned away from our previous *Syilx* Unity Declaration.
- For a full account, please read Chief Robert Louie’s October 2024 opinion editorial in the Vancouver Sun newspaper.
- CCT now claims some of their members make up a “Sinixt Confederacy” representing a distinct Nation separate from the *Syilx* Okanagan with its own rights and title in Canada.
- CCT seeks to rewrite history by claiming the Arrow Lakes as its exclusive area and is trying to exclude us from our own territory.
- CCT want consultation, revenue sharing and compensation in Canada, including on significant issues like hydroelectric power impacts (for which they are already compensated on the US-side of the border), and the Big White expansion.

## SYILX OKANAGAN POSITION

- Our history and position are clear: the Sinixt people are part of the *Syilx* Okanagan Nation, and we are the legal and political representatives of Sinixt people in Canada.
- We support the limited right of our CCT relatives to hunt for Elk in parts of B.C. as recognized in *Desautel*, but when it comes to engagement, consultation, rights and title, *Syilx* Okanagan Nation in Canada must always be the priority and primary focus of governments – including local governments - in Canada.
- Contrary to the Sinixt Confederacy narrative that they have been excluded from the Columbia River Treaty negotiations between Canada and the US, CCT representatives in fact participate as part of the United States' delegation in those negotiations. CCT already receives hundreds of millions of dollars in U.S. federal funding, including for hydroelectric power impacts on the U.S.-side of the Columbia River which are supported by CRT flows.
- There should be no opportunity for US-Tribes like the CCT to “double dip” by seeking engagement, consultation, revenue sharing and compensation north of the Border. **Furthermore, local governments should not legitimize such claims or further exacerbate existing conflict by engaging with US-Tribes, at the expense of Canadian First Nations whose Territory includes the Arrow Lakes and Kootenay/Boundary regions.**

## A PATH FORWARD – NEED FOR A UNIFIED FEDERAL, PROVINCIAL AND LOCAL GOVERNMENT POLICY AND ACTION

- *Syilx* Okanagan Nation has urged the government of Canada to adopt a principled policy approach that prioritizes Canadian-based First Nations and protects Canadian interests while remaining consistent with the limited judicial guidance offered by the SCC in *Desautel*. **This approach is already being adopted and implemented provincially and is receiving a favourable response federally. Local governments must apprise themselves of these developments and manage their own engagement efforts accordingly, or risk further exacerbating conflict by appearing to choose sides.**
- In a joint statement with Chief Robert Louie, Premier Eby committed to a shared policy process with *Syilx* Okanagan Nation to address the issues posed by *Desautel*, and affirmed that First Nations in BC must always be the priority and primary focus of *all levels* of government. The Province of BC is working with the *Syilx* Okanagan Nation and other BC First Nations to develop a provincial policy framework regarding consultation with US-based groups. This policy is expected to be finalized later this year.
- The BC government recognizes that the Federal government has an important role to play in addressing the challenges of *Desautel*, which have significant national implications.
- The reality is that there are important differences between Canadian and US-based Aboriginal peoples:
  - US-based groups are not subject to Canadian law outside the territorial bounds of Canada.

- US-based groups may already have input, through participating in US regulatory processes, into projects that affect their interests and may in fact have a different position, articulated to US governments, than what First Nations in Canada are articulating.
- US-based groups may already be accommodated for impacts on their rights by US government or US-based entities.
- The governance, number, and composition of US-based groups may not be readily known to either the Canadian government or Canadian Aboriginal groups.
- The extent of cumulative effects on a US-based group cannot be known when portions of their territory are within the bounds of the US.
- Any policy should consider the following:
  - While Aboriginal communities outside Canada can assert and hold s. 35(1) Aboriginal rights, it does not follow that their rights are the same as those of First Nations communities within Canada.
  - If a US-based Aboriginal peoples of Canada has or asserts s.35 rights, that does not automatically mean they should be engaged, consulted, or accommodated in the same way First Nations in Canada are.
  - **As recognized by the Supreme Court in *Desautel*, the duty to consult may operate differently as regards those outside Canada. Because groups outside Canada are not implicated to the same degree in the process of fair dealing and reconciliation which arises from the Crown's assertion of sovereignty, the scope of the Crown's duty to consult with them, and the manner in which it is given effect, may differ.**
  - Members of US Tribes do not reside in Canada and are not Canadian citizens, and US Tribes are not impacted by Crown actions in Canada in the same way the First Nations located in Canada are.
  - The Crown must balance interests of Canadian-based Aboriginal groups with interests of US-based groups, and consider the relationship between Canadian and US based Aboriginal peoples, and proportionality of accommodation when considering the extent of its duty to consult US-based groups
  - **As a result of these factors, in most cases, any engagement and consultation with US-based Tribes should be at the notification and information-sharing level only. Co-management and revenue-sharing regimes should not be provided as accommodation measures to US Tribes in areas of First Nations' territories in Canada.**
  - As suggested by the Supreme Court of Canada, the Crown should have discussions with Canadian-based Aboriginal groups regarding consultation with US-based Aboriginal peoples, so that there is clarity about issues such as Indigenous laws and governance.
  - **First Nations located in Canada must always be the priority and primary focus of all levels of government, including local governments.**

As stated previously, in addition to engagement, providing territorial and other acknowledgement in recognition or support of the Sinixt Confederacy or CCT territorial rights is incorrect, dismissive of Syilx Okanagan Nation's rights, and creates division. **Now is the time to pause and carefully reflect on what level of recognition and engagement is appropriate when considering a US group's claims on local governments and regions, while continuing to prioritize reconciliation with First Nations located in Canada.**

We include here a backgrounder, a map of our Territory, and a fact-checking document, all of which can be downloaded for future reference:

- Duty to Consult & Accommodate the Syilx Okanagan Nation
- Syilx Okanagan Nation Territory Map<sup>[i]</sup>
- Fact-Checking the "Sinixt Confederacy"

To discuss further, please contact Chief Robert Louie, the CEC's designated lead on Sinixt Issues ([rlouie@wfn.ca](mailto:rlouie@wfn.ca)).

Limləmt,

**OKANAGAN NATION ALLIANCE**

[i] The boundaries of this map were compiled in 1998 and submitted to BC Supreme Court in a protective *Writ of Summons*, on December 10, 2003, more than 20 years ago. They have not changed since.

**Brandy Jessup**

VILLAGE OF SALMO

**From:** Derek Kwiatkowski  
**Sent:** June 12, 2025 3:08 PM  
**To:** Brandy Jessup  
**Subject:** FW: New Guidebook Empowers Rural BC Communities Through Outdoor Recreation

**From:** Louise Pedersen <[louisepedersen@orc.bc.ca](mailto:louisepedersen@orc.bc.ca)>  
**Sent:** May 28, 2025 1:55 PM  
**Subject:** New Guidebook Empowers Rural BC Communities Through Outdoor Recreation

Dear Mayor and Council,

The Outdoor Recreation Council of BC (ORCBC) is pleased to share a new resource for local governments and community leaders: [Outdoor Recreation for Community and Economic Development: A Guidebook for Rural British Columbia Communities](#).

Developed in partnership with Selkirk Innovates at Selkirk College and made possible through support from the Province of British Columbia's Rural Economic Diversification and Infrastructure Program, this guidebook offers practical insights into how rural and smaller communities can use outdoor recreation to strengthen local economies, support community well-being, and foster long-term resilience.

The guidebook is freely [available online](#) (both as a web resource and a downloadable PDF) and includes real-world examples from communities such as Tumbler Ridge, Smithers, Cumberland, Chu Chua, Squamish, and Revelstoke. These places are leveraging outdoor recreation to diversify local economies and create new opportunities for residents and visitors alike.

You'll find the full media release below. A recorded webinar introducing the guidebook and featuring the authors from Selkirk College, Sarah Breen and Lauren Rethoret, is [available here](#). It offers a helpful overview of the guide's content and key takeaways.

Local governments or community groups interested in a tailored presentation or discussion about how the guidebook's strategies can align with local planning and economic development goals are welcome to request a session with ORCBC [using this form](#).

We would like to encourage you to share the guidebook with your staff and recreation stakeholders in your community.

Thank you for your leadership in supporting the growth and stewardship of outdoor recreation in British Columbia. Please don't hesitate to reach out if you would like more information about the guidebook or how it could support your community's planning and development efforts.

Best wishes,

Louise Pedersen  
Executive Director | [Outdoor Recreation Council of BC](#)



PO Box 763 Revelstoke BC V0E 2S0 Canada  
O: 604-873-5546 | D: 250-805-2465 | E: [louisepedersen@orc.bc.ca](mailto:louisepedersen@orc.bc.ca)  
The territories of the Sinixt, Syilx, Secwepemc and Ktunaxa Peoples.

[Subscribe to our monthly newsletter](#) for community updates, outdoor recreation news, and event invitations.



## Media Release - For Immediate Release

### New Guidebook Helps Communities Harness the Power of Outdoor Recreation

*Outdoor Recreation Council of BC launches practical new resource for building resilient rural recreation economies.*

**Revelstoke, BC – May 28, 2025:** From Cumberland to Valemount, rural communities in B.C. are harnessing outdoor recreation as a powerful catalyst for community development and economic diversification. The industry is already worth an estimated \$15-billion in economic benefits to British Columbians annually. The launch of a new guidebook published by the Outdoor Recreation Council of BC (ORCBC) aims to grow that impact even further, while supporting healthier, more resilient rural communities.

**[Outdoor Recreation for Community and Economic Development: A Guidebook for Rural British Columbia Communities](#)** is a new interactive resource designed to help rural communities identify, plan, and develop sustainable outdoor recreation.

“We often hear from rural communities that they’re interested in developing outdoor recreation but aren’t sure where to start,” says Louise Pedersen, Executive Director of ORCBC. “We wanted to create something both practical and inspiring. A tool that helps communities see outdoor recreation not just as a nice-to-have, but as a real driver of economic and community resilience.”

Researchers Sarah Breen and Lauren Rethoret, from Selkirk Innovates at Selkirk College, created the 98-page guidebook with guidance from an advisory committee and drawing on interviews and focus groups with 50 outdoor recreation and community development experts. The guidebook includes useful tips for local governments, First Nations, economic development professionals, recreation groups and other nonprofit organizations.

“Every community brings a unique mix of assets and capacities to outdoor recreation development, and every community is at a different stage in their work,” says Breen, BC Regional Innovation Chair in Rural Economic Development at Selkirk Innovates. “As a result, no two communities will use this guidebook in the same way.”

It was designed with that bespoke nature in mind. The guidebook opens with definitions, background information, links to resources and readings, and a questionnaire that helps orient users.



The heart of the guide is **10 core “elements”** for outdoor recreation-based development:

1. Build a core team
2. Understand your context
3. Work toward reconciliation
4. Build relationships and partnerships
5. Fund outdoor recreation
6. Define a vision, goals, and actions
7. Protect the environment
8. Develop and maintain experiences and assets
9. Get the word out
10. Measure progress

“We framed these as elements, rather than steps, because they apply at any stage of a community’s outdoor recreation journey,” says Rethoret.

Each element includes practical tips, links to more information, and case studies. For example, the first element, *Building a Core Team*, outlines the key traits of an effective group and offers guidance on leadership and succession planning.

A case study highlights the Tumbler Ridge Outdoor Recreation Association (TRORA), an umbrella group of four outdoor recreation clubs in Tumbler Ridge, in the province’s northeast. The clubs realized that working together gave them a louder voice for advocating for outdoor recreation in the community, says Jessie Olsen, the director of economic and community development for the District of Tumbler Ridge. That’s going to be increasingly important as the community implements a more recreation-focused economic development strategy.

“We’re making a plan for the inevitable resource sector downturn,” says Olsen. “The key focus is diversification, and outdoor recreation is a huge part of that plan. It will take a group of people with the same vision and goals, all working together, to get it done.”

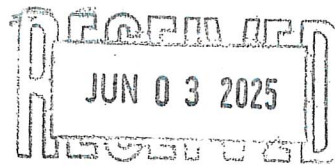
With the ***Outdoor Recreation for Community and Economic Development*** guidebook, rural communities like Tumbler Ridge are no longer on their own navigating an outdoor recreation-focused diversification effort. That’s especially important as rural communities across the province face mounting economic and social pressures, says Pedersen.

“We believe the guidebook is a timely resource,” she says. “It provides clear, practical guidance for supporting the many benefits outdoor recreation can bring to a community.”

Learn more and access the guidebook at: <https://www.orcbc.ca/outdoor-recreation-communities-guidebook>.

Organizations and communities interested in a presentation from the Outdoor Recreation Council of BC about the guidebook and how it can support their outdoor recreation goals are invited to request a session using [this form](#).





May 22, 2025

RDKB: Area G/Village of Salmo  
Attn.: Mayor Diana Lockwood  
PO Box 1000  
Salmo, BC V0G 1Z0

DATE Jun. 3/25  
NO 25 TO M+C-Jun. 10/25  
FILE NO 0400-90  
VILLAGE OF SALMO

Dear Mayor Lockwood and Council,

It is with much gratitude that we write this letter to thank Area G and Salmo for your generous donation of \$2,000 to the KBRH Health Foundation's Mental Health Matters Campaign. This contribution, allocated through the Columbia Basin Trust – Resident Directed Grants (ReDi) Program, is deeply appreciated.

Your continued prioritization of mental health in our region directly impacts the well-being of countless individuals and families. With your support, we are enhancing access to critical mental health services and resources at Kootenay Boundary Regional Hospital, helping to create a healthier, stronger community.

Your donation supports critical upgrades to three key areas: **The Daly Pavilion**, an acute care psychiatric unit, where improved security, enhanced care spaces, and updated furniture will create a safer, more dignified environment; **Harbour House**, a residential rehabilitation facility, where renovations will enhance security, living spaces, and therapeutic resources to aid recovery and reintegration; and **the Pediatric Outdoor Space**, which will provide a secure, private area with recreational equipment and family-friendly spaces to support healing for children and youth under 18.

The \$2 million **Mental Health Matters** Campaign is dedicated to creating safe, supportive spaces for those in need, enhancing mental health services, and building resilience in our community. With your generosity, we can transform these facilities, upgrade equipment, and deliver more accessible, compassionate, and effective care for patients across the region.

On behalf of the KBRH Health Foundation Board of Directors and staff, for being an essential part of this transformative initiative.

Sincerely,

Lisa Pasin  
Executive Director  
KBRH Health Foundation



DATE Jun. 12/25  
NO 26 TO M+C-Jun. 24/25  
FILE NO 0400-20  
VILLAGE OF SALMO

**Diana Lockwood**  
Box 1000, 423 Davies Ave  
Salmo, BC, V0G 1Z0  
Mayor.Lockwood@Salmo.ca  
250-357-9433 office 250-505-4660 cell

**June 6, 2025**

**MLA Brittnay Anderson**  
Local Government and Rural Communities  
Victoria, BC, V8W 9E2

Dear MLA Anderson,

**Re: Request for Legislative Change Regarding Fire Apparatus Replacement Funding**

I am writing to respectfully request your support in advocating for a legislative amendment that would allow municipalities to replace critical fire apparatus without the requirement of a public referendum or approval process under current borrowing regulations.

Across our province, local governments are facing increasing challenges in maintaining essential emergency services, particularly when it comes to the timely replacement of aging fire trucks and related equipment. Under the current Community Charter, communities are required to seek voter approval through referenda or alternate approval processes (AAPs) in order to borrow funds for such capital purchases.

While public oversight is an important principle, the current system creates costs for the urgently needed replacements, even when equipment is past its serviceable and community insurable life and may pose risks to public safety. Fire apparatus are not luxury items—they are critical life-saving tools. Replacing them should be treated as a core infrastructure necessity, not as a discretionary expenditure.

I propose that the provincial government consider an exemption to referendum or AAP requirements for municipalities seeking to borrow funds solely for the replacement of existing fire apparatus. Such an amendment would ensure that communities can act swiftly and responsibly to maintain fire protection standards, without unnecessary procedural delays or the risk of rejection due to public misunderstanding of the urgency or technical nature of such purchases.

Thank you for your time and consideration. I would welcome the opportunity to discuss this matter further or provide additional context from our local experience.

Sincerely,  
**Diana Lockwood**  
Mayor  
Salmo, BC, VOG 1Z0



