



**REGIONAL DISTRICT OF BULKLEY-NECHAKO
SUPPLEMENTARY AGENDA
Thursday, October 23, 2025**

ELECTORAL AREA PLANNING

Temporary Use Permit

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Recommendation

ADJOURNMENT

From: [Willene Perez](#)
To: [Cameron Kral](#)
Subject: RE: RDBN TUP F-01-25 Information Package at Vanderhoof Office
Date: Wednesday, October 15, 2025 9:32:03 AM

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Hi Cameron,

Council passed the below resolution last night, but they would like to know the impact on the road system, i.e. how many loads. If it's 30 loads a year it's not a big deal, but if it's 3,000 or 30,000 that impacts us, so please get back to me with that when you can.

2025-10-150

THAT staff be directed to inform the Regional District of Bulkley-Nechako that District of Vanderhoof Council has no concerns with RDBN Temporary Use Permit application TUP F-01-25.

CARRIED

Willene Perez

Corporate Officer

District of Vanderhoof

P: 250-567-4711 | C: 250-570-1765

[Website](#) | [Facebook](#) | [YouTube](#)

The District of Vanderhoof acknowledges the traditional territory of the Saik'uz First Nation on whose land we live, work, and play.

***Please note my email address change to corporate@vanderhoof.ca ***

From: [Tracey Martin](#)
To: [Cameron Kral](#)
Cc: [REDACTED]
Subject: RE: TUP F-01-25 District of Vanderhoof Referral Response
Date: Tuesday, October 21, 2025 3:03:49 PM

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Hi Cameron,

Just following up on the District of Vanderhoof's referral question regarding the number of loads annually that would be possible. A estimate of 1000 regular gravel truck loads could be generated by the quarry annually if the maximum permitted amount was extracted and removed from site annually. This estimate is based on the permitted annual extraction amount of 19,999 tonnes and estimate of 20 tonnes per regular gravel truck load.

Please pass this information on to the District of Vanderhoof and provide for consideration in the Board of Directors review or the TUP if not too late.

Thank you,

Tracey Martin, P.Ag.

Senior Agrologist

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**REGIONAL DISTRICT OF BULKLEY-NECHAKO
BYLAW NOTICE DISPUTE ADJUDICATION
REGISTRY AGREEMENT**

BETWEEN

REGIONAL DISTRICT OF BULKLEY-NECHAKO

AND

DISTRICT OF FORT ST. JAMES

Schedule C to *Bylaw No. 2041, 2025*

THIS AGREEMENT made this 15 day of October 2025 (the "Agreement").

BETWEEN:

REGIONAL DISTRICT OF BULKLEY-NECHAKO (RDBN)
Box 820
37 3rd Avenue
Burns Lake, BC, V0J 1E0

AND:

DISTRICT OF FORT ST. JAMES
Box 640
477 Stuart Drive West
Fort St. James, BC, V0J 1P0

AND:

ADDITIONAL LOCAL GOVERNMENTS (to be included in Schedule A, without further modification of this Agreement)

(hereinafter called the "Parties")

WHEREAS the *Local Government Bylaw Enforcement Act* (the "Act") provides that a local government may, by bylaw, deal with a bylaw contravention by bylaw notice in accordance with the Act;

WHEREAS the Act also provides that two or more local governments may enter into an agreement adopted by a bylaw of each local government that is party to it, to provide for the joint administration of a local government bylaw notice dispute adjudication system and the sharing of costs.

NOW THEREFORE in consideration of the mutual promises contained herein, the Parties agree as follows:

Definitions

1. In this Agreement, the following definitions apply:

"Act" means the *Local Government Bylaw Notice Enforcement Act*.

"Adjudication" means the process where the Disputant and the local government are provided opportunity to present evidence to the adjudicator who will decide whether they are satisfied that the contravention occurred as alleged.

"Adjudication Fee" means the sum of \$25.00 payable to the applicable Party should the disputant be unsuccessful in the dispute adjudication.

"Agreement" means this Agreement.

"Authorizing Bylaw" means a bylaw adopted by the Council or Board of each Party authorizing this Agreement.

"Parties" means the Regional District of Bulkley-Nechako, the Village of Burns Lake, and any additional local government that may be included later in Schedule A in accordance with Section 21 of this Agreement.

"Party" means any one of the Parties.

"Registry" means the Bulkley-Nechako Bylaw Notice Dispute Adjudication Registry established by this agreement.

"Regulation" means the Bylaw Notice Enforcement Regulation.

"Roster Organization" has the same meaning as the Regulation.

"Screening Officer" has the same meaning as the *Act*.

The Registry

2. Subject to the *Act* and to the adoption of the Authorizing Bylaws, the Parties to this Agreement agree that the notice dispute adjudication system, to be known as the Bulkley-Nechako Bylaw Notice Dispute Adjudication Registry, is hereby established.
3. The RDBN will operate the Registry on behalf of the Parties.
4. The RDBN will establish, fund and operate the Registry, and will recover its costs of operating the Registry by charging the other Parties on a per-adjudication basis and their proportional use of the Registry's services as outlined in this Agreement.
5. The Registry will be located at the RDBN Offices at 37 3rd Avenue, PO Box 820, Burns Lake, BC, V0J 1E0.

Screening Officer

6. A Bylaw Notice must be reviewed by the Screening Officer for the Party that issued the Bylaw Notice before a dispute adjudication may be scheduled.
7. Each Party is responsible for appointing its Screening Officers in accordance with the Act, and for administering and funding the Screening Officer positions. The Screening Officer positions and responsibilities are in no way a function of the Registry.

Administrative Services

8. The RDBN will provide and supervise the administrative services required by the Registry, subject to Sections 10 and 11 of this agreement.
9. The collection of penalties will be the responsibility of the applicable Party if not collected by the Registry immediately following an in-person adjudication.
10. The RDBN will not present evidence on behalf of, or represent, any other Party in support of a Bylaw Notice issued by that Party.

Oversight Committee

11. The Parties agree to establish an Oversight Committee to advise the RDBN regarding administrative procedures and policy relating to the operation of the Registry.
12. Each Party will appoint one representative to serve on the Oversight Committee. The Parties agree that the representatives will be paid employees of the Parties they represent and will not be remunerated by the Registry.
13. The Oversight Committee representative appointed by a Party shall serve as that Party's contact person for RDBN staff with respect to this agreement and the provision of administrative services required by the Registry.

Payments and Disbursements

14. The RDBN will prepare an annual operating budget for the Registry as part of the RDBN's corporate budgeting process and will fund the operation of the Registry from this budget.
15. The RDBN will recover its costs of operating the Registry from the Parties by charging the fees outlined in Schedule B, and by each Party paying their proportionate costs of

the fees charged by the Roster Organization based on the number of adjudications for each Party.

16. The RDBN will issue an invoice to the applicable Party within 60 days of service being rendered. Amounts owing are due and payable within 60 days of receipt of the invoice.
17. Any fees or penalties collected by the Registry will be credited to the relevant Party and subtracted from the amount owing by that Party for their participation in the Registry.
18. All costs relating to legal services, witnesses, Screening Officers and bylaw enforcement officers as they pertain to the dispute adjudication process, and to the activities of the Registry more generally, will be borne by the applicable Party which issued the Bylaw Notice in question and will not be borne by the Registry or by the RDBN on behalf of the Registry.

Municipal Participation and Agreement Amendments

19. The Parties will negotiate in good faith any proposed amendments to this Agreement upon request of any Party. All amendments must be in writing, approved by a two-thirds majority of the Parties in writing and executed by each party and listed as an itemized Amendment in Schedule C.
20. Subject to adoption of the required Authorizing Bylaw additional member municipalities of the RDBN may be added to this agreement in Schedule A without further modification of this Agreement by RDBN Board resolution, and execution of Section 28 of this Agreement by that municipality.
21. A Party may withdraw from this agreement by providing written notice to the other Parties 90 days in advance of that Party's withdrawal.

Dispute Resolution

22. In the event of any dispute or disagreement arising from the interpretation or application of this Agreement, or in the event of any breach or alleged breach by a Party, written notice may be provided by a Party to the Parties describing the nature of the breach or alleged breach, or the disagreement or dispute. In the event that such notice is given, the Parties will:

- a. immediately proceed to negotiate in good faith to resolve the matter to the mutual satisfaction of both parties; and
- b. if a resolution satisfactory to all Parties is not achieved within 60 (sixty) days of the first written notice being delivered to the other Parties, then either Party may serve a second written notice upon the other Parties that the matter is to be referred to binding arbitration; and
- c. a single arbitrator shall be appointed by agreement of the Parties within 90 (ninety) days of the second written notice being delivered, and failing such agreement, the arbitrator shall be appointed pursuant to the *Arbitration Act* to hear all Parties to the dispute and the decision of that arbitrator shall be final, conclusive and binding on all Parties, with costs payable in respect of the arbitration to be determined by the arbitrator.

Term

October 15, 2025

23. This Agreement comes into effect on _____ and continues in effect until December 31, 2030. With the consent of a two-thirds majority of the Parties, the effect of this agreement can be extended until a new agreement is in place or until December 31, 2031, whichever comes first. Any Party may withdraw from this Agreement upon 30 days' written notice to the other Parties.

Law Applicable:

24. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia. Nothing in this Agreement will negate or fetter the legal authority of a Party to this Agreement.
25. The Parties agree that in the event that the RDBN is named in a legal action arising in any way, directly or indirectly, from the operation or administration of the Registry or any adjudication conducted pursuant to this Agreement, then the Party who issued the Bylaw Notice associated with or giving rise to the legal action will indemnify the RDBN for all of its costs, including staff time and solicitors and professional fees and disbursements, for responding to and defending against such legal action except in the case of dishonesty, gross negligence or malicious or wilful misconduct by the RDBN. Such costs will be paid within 30 days of receipt of an invoice for same from the RDBN.
26. Each Party is responsible for maintaining its own liability insurance in respect of its participation in this Agreement. Such insurance must cover any liability that may arise

from the negligence of such Party related directly or indirectly to or arising in any way from participation in this Agreement.

- 27 Each Party must immediately inform the other Parties if the insurance coverage required herein is cancelled, expired or has otherwise lapsed.

Execution of Agreement

28. This Agreement may be executed in counterparts through original copies, facsimile copies, or by emailed PDF copies. Each counterpart will be deemed to be an original that, together with the other counterparts, constitutes one agreement having the same effect as if the parties had signed the same document.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of the
RDBN was affixed hereto in the
presence of:

Chairperson

Chief Administrative Officer

The Corporate Seal of the
District of Fort St. James
was affixed hereto in the
presence of:

Mayor

Chief Administrative Officer

SCHEDULE A (ADDITIONAL LOCAL GOVERNMENTS)

The following local governments have been added as parties to this Agreement as additional local governments:

Local Government	Date Joined

SCHEDULE B (FEES)

Hearing Scheduling Fee	\$50.00 per hearing
Hearing Fee	\$50 per quarter hour of hearing time

BYLAW AMENDMENTS

Date Approved	RDBN Board Resolution	Description



Regional District of Bulkley-Nechako Board of Directors Supplementary

To: Chair and Board

From: Shari Janzen, Community Development Coordinator

Date: October 23, 2025

Subject: Ride Burns Mountain Biking Association – Letter of Support Request

RECOMMENDATION: **(all/directors/majority)**

That the Board provide a letter to the Ride Burns Mountain Biking Association to support its application to the Rural Economic Diversification and Infrastructure Program.

BACKGROUND

The Ride Burns Mountain Biking Association is applying to the Rural Economic Diversification and Infrastructure Program for its Boer Mountain Novice Downhill Trail and has requested a letter of support.

While the top of the extensive trail network surrounding Boer Mountain can be easily reached by novice riders via an uptrack, the trails coming down the mountain are currently limited to intermediate and advanced riders. Ride Burns is proposing the development of a mid-mountain downhill trail for novice riders. The project will include 7 kms of downhill trail, keeping within the 8% grade requirements for a novice trail.

The project aims to increase the number of novice-level local and non-local riders accessing the extensive trail system by providing a safe environment for skill development for riders of all ages. This trail will benefit residents and visitors as it increases options for beginner and more cautious riders to experience the mountain in summer and winter.

The club plans to increase the promotion of fat biking during the winter months, expanding the tourist season for the area. The club expects a further increase in tourism year-round that could have a positive impact on local businesses and increase overnight stays.

STRATEGIC PLAN ALIGNMENT: This topic aligns with the following Strategic Focus Area(s) from the RDBN Strategic Plan:
Not Applicable