



**REGIONAL DISTRICT OF BULKLEY-NECHAKO
SUPPLEMENTARY AGENDA
Thursday, December 11, 2025**

ADMINISTRATION REPORTS

**Nellie Davis, Manager of Strategic Initiatives and Rural Services -
Grant to Village of Burns Lake – Healthcare Recruitment Coordinator
- Electoral Area B (Burns Lake Rural)**

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Recommendation

**Nellie Davis, Manager of Strategic Initiatives and Rural Services -
Grant in Aid - Lakes District Family Enhancement Society - Electoral
Areas B (Burns Lake Rural) & E (Francois/Ootsa Lake Rural)**

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Recommendation

**Nellie Davis, Manager of Strategic Initiatives and Rural Services-
Grant in Aid - Grassy Plains Community Hall Association - Electoral
Area E (Francois/Ootsa Lake Rural)**

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Recommendation

**Nellie Davis, Manager of Strategic Initiatives and Rural Services -
Grant in Aid - Endako Rod and Gun Club - Electoral Area D (Fraser
Lake Rural)**

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Recommendation

**Scott Zayac, Director of Protective Services - Southside Rural Fire
Protection Services Agreement Amendment**

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Recommendation

ADJOURNMENT



Regional District of Bulkley-Nechako Board of Directors Supplementary

To: Chair and Board
From: Nellie Davis, Manager of Strategic Initiatives and Rural Services
Date: December 11, 2025
Subject: **Grant to Village of Burns Lake – Healthcare Recruitment Coordinator**

RECOMMENDATION: (all/directors/majority)

That the Board approve a grant of \$15,000 to the Village of Burns Lake from the Electoral Area B (Burns Lake Rural) Economic Development Service for the Healthcare Recruitment project.

BACKGROUND

The Village of Burns Lake developed a Joint Recruitment and Retention of Medical Professionals Committee in 2024 to which the Directors for Electoral Areas B (Burns Lake Rural) and E (Francois/Ootsa Lake Rural) were appointed.

The Committee prioritized the hiring of a medical recruitment champion for the area. This grant will support the ongoing work of the contract position.

ATTACHMENTS:

None

STRATEGIC PLAN ALIGNMENT:

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



Regional District of Bulkley-Nechako Board of Directors Supplementary

To: Chair and Board
From: Nellie Davis, Manager of Strategic Initiatives and Rural Services
Date: December 11, 2025
Subject: **Grant in Aid - Lakes District Family Enhancement Society**

RECOMMENDATION: (all/directors/majority)

That the Board approve allocating \$13,250 in Regional Grant in Aid, \$11,600 from the Area B (Burns Lake Rural) allocation, and \$1,650 from the Area E (Francois/Ootsa Lake Rural) allocation, to the Lakes District Family Enhancement Society for a capital equipment upgrade project.

BACKGROUND

Please see the attached application for further information.

Directors Riis-Christianson and Lambert are supportive of the respective contributions.

The balance of Area B (Burns Lake Rural) Regional Grant in Aid is \$11,558

The balance of Area E (Francois/Ootsa Rural) Regional Grant in Aid is \$15,043

ATTACHMENTS:

Grant in Aid Application – Lakes District Family Enhancement Society

STRATEGIC PLAN ALIGNMENT:

This topic aligns with the following Strategic Focus Area(s) from the RDBN Strategic Plan:

Not Applicable

Nellie Davis

From: website@rdbn.bc.ca
Sent: November 28, 2025 5:16 PM
To: Nellie Davis
Subject: Website Form Submission – Online Grant in Aid Application Form

[EXTERNAL EMAIL] Please do not click on links on open attachments from unknown sources.

There has been a submission of the form Online Grant in Aid Application Form through your concrete5 website.

Organization Legal Name:
 Lakes District Family Enhancement Society

Contact Email Address:
 ndelury@thelink-LD.ca

Contact Phone Number:
 2506929532

Organization Mailing Address:
 Box 777, Burns Lake BC, VOJ 1E0

Project or purpose for which you require assistance:
 The Ashurst Children's Centre, one of the programs offered by the Lakes District Family Enhancement Society, requires capital equipment upgrades. This includes a new freezer for food storage, safety vests for the children for outside activities, and assorted seating, tables, and play equipment.

Amount of Grant Requested:
 13249.14

To the best of my knowledge, all of the information that is provided in this application is true and correct. Furthermore, I hereby certify that this application for assistance is NOT being made on behalf of an individual, industry, commercial or business:
 Yes

Please describe the services/benefits that your organization provides to the community. Are these services/benefits available to the community from another organization or agency?:

The Lake District Family Enhancement Society is a community-based, non-profit organization that offers services to facilitate the advancement of families, individuals, children, youth, and seniors in the Lakes District. We engage with other local organizations and community members to understand the diverse needs of the region, so that our programming remains relevant and impactful. Our current offerings include a licensed daycare, a healthy start program, Better at Home, emergency food hamper distribution, a garden and greenhouse education program, the provision of hot meals to food insecure community members, Christmas food hampers, and our holiday gift program for low-income families.

Although we partner with many other organizations/agencies, our services are not duplicated by another organization or agency.

Is your organization voluntary and non-profit?:

Yes

Please detail any remuneration paid, or funds otherwise made available to members, officers, etc. of your organization.:

Members and officers are all voluntary. The Link currently employs 35 people, including those who are part-time or on-call.

Please comment on the number of members/volunteers in your organization and how long your organization has been in operation.:

The organization has been providing services in the Lakes District for 32 years. We have 7 directors and 21 general members. In the 2024/25 fiscal year, approximately 1800 people received services through Link programs. There are 40-50 volunteers who help us to offer these services throughout the year.

Assistance is being requested for::

Capital project and/or equipment

Other Purpose:

Please describe the project/event for which you are requesting assistance. If you are applying for an exemption from fees and/or charges or other consideration, please provide details of your request here. Attach additional information if required.:

We are requesting assistance with upgrading capital equipment at our licensed daycare, to help maintain the quality of care that we are known for. This includes investing in an upright freezer, safety vests for children, assorted tables, seating, and play equipment.

Describe how this proposal will benefit the community.:

Our staff is experienced in working with families with complex histories, and is committed to providing a healthy, safe, and accepting space for all children and their caregivers. We care for up to 24 children from ages 0-6 in the community

We believe that quality childcare benefits children, their families, and the greater community. We believe this quality care should be available and affordable for everyone. LDFES works hard to keep childcare fees low to allow for increased accessibility, but in doing so, our operating budget is extremely tight. We do not have room in our budget to purchase bigger capital items which are critical in maintaining the space in which the children spend their day. These specific items will contribute to an effective learning environment, safety, and the provision of healthy and nutritious food.

The freezer will support the provision of nutritious snacks and meals for kids in our care, by enabling us to purchase more items in bulk to take advantage of sales. Often, we must provide lunches for children, so being able to make these meals ahead of time and freeze them ensures we can continue providing healthy food, while juggling a busy care schedule. We also cater to several severe allergies in our Centre, so access to freezer space allows us to safely prepare food ahead of time and avoid any cross-contamination. Access to healthy food is essential for creating the foundation for healthy kids with the capacity to engage in play and learning, supporting their early childhood development.

The safety vests for kids will promote safety when taking the children outside on field trips, so they're highly visible when near roadways. This will make it easier for staff to take the children out more, allowing for more fresh air and exercise, and healthier children.

The assorted tables, seating, and play equipment will replace worn items, ensuring safety, and will allow for organization and variety in designing learning and play experiences for the kids, supporting their development. Having the right equipment helps kids to explore their environment in a safe and independent way that promotes learning and ownership. The furniture and seating sets help to create defined zones for activities such as reading, circle time, and imaginative play. Appropriately sized furniture and seating ensure children's growing bodies are supported, and the climbing equipment supports physical activities that promote strong muscles, bones, and cardiovascular fitness, as well as motor skills like coordination, balance, and agility. Access to these tools also builds creativity, problem-solving, and confidence.

Have you applied for a grant/funding from other source(s)?:

No

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Has the organization received assistance (grant in aid/waiving of fees, etc.), from the Regional District of Bulkley-Nechako in previous years?:

Yes

If yes, please provide the year, the amount, and the purpose for the assistance.:

2025 - \$2236.50 - Greenhouse plastic replacement at Food Centre

2024 - \$11999.23 - Replacement of shelving at Ashurst Children's Centre

2024 - \$4312.18 - Tech capital upgrades for LDFES

2024 - \$3543.69 - Walk-in Freezer repair at the Link Food Centre

2024 - \$7100 - Computer upgrades across several Link programs, and a vacuum replacement for the daycare

2024 - \$417.38 - Furnace repair cost at the Food Centre

2021 - \$7946.26 - Purchase of heat pump for cooling the Food Centre building (Gas Tax)

Does your Organization: (Please check all that apply):

Provide an opportunity for individuals to make direct contributions?

Is your organization part of a provincial or national fundraising campaign?

Contact Name:

Nancy DeLury

Attach supporting financial information, ie: budget/financial report. Ensure all information is clearly itemized, including: total cost of project, grants/funding from other sources, funding contributed by applicant, total expenses for the fiscal year.:

9674,9675,9676,9677

Contact Name:

Chantal Daigle

Contact Phone Number:

250-251-8222

Contact Email Address:

cdaigle@theLink-LD.ca

Which RDBN electoral area(s) receive services or benefits from your organization?:

Electoral Area B (Burns Lake Rural)

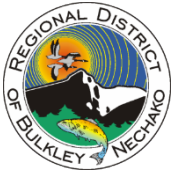
Electoral Area E (Francois/Ootsa Lake Rural) Electoral Area G (Houston/Granisle Rural)

Is your organization signed up to receive funds from the RDBN via Electronic Funds Transfer?:

Yes.

To view all of this form's submissions, visit

https://protect.checkpoint.com/v2/r03/___https://www.rdbn.bc.ca/index.php/dashboard/reports/forms/view/2315___YzFjOnJkYm46YzpvOmVINjgwMjYwNmY4MTM2MjY4MjdiZTZjMGY0MmU1YjEwOjc6YzA1Mzo5YWRIYjhIM2Q4Yzg0MDRiNjRhZTJiNjcwNGRhM2MwY2RkOTRkNzE3NTA0OGVhMjY1YzY3NWNkNGQxMmUxOnA6VDpO



Regional District of Bulkley-Nechako Board of Directors Supplementary

To: Chair and Board
From: Nellie Davis, Manager of Strategic Initiatives and Rural Services
Date: December 11, 2025
Subject: **Grant in Aid - Grassy Plains Community Hall Association**

RECOMMENDATION: (all/directors/majority)

That the Board approve allocating \$13,500 from the Area E (Francois/Ootsa Lake Rural) allocation of Regional Grant in Aid to the Grassy Plains Community Hall Association for an interior repair project.

BACKGROUND

Please see the attached application for further information.

The remaining allocation of Regional Grant in Aid for Area E (Francois/Ootsa Lake Rural) is \$15,043.

Director Lambert is supportive of a \$13,500 contribution.

ATTACHMENTS:

Grant in Aid Application - Grassy Plains Community Hall Association

STRATEGIC PLAN ALIGNMENT:

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

Nellie Davis

From: website@rdbn.bc.ca
Sent: December 2, 2025 8:42 PM
To: Nellie Davis
Subject: Website Form Submission – Online Grant in Aid Application Form

[EXTERNAL EMAIL] Please do not click on links on open attachments from unknown sources.

There has been a submission of the form Online Grant in Aid Application Form through your concrete5 website.

Organization Legal Name:
 Grassy Plains Community Hall Association

Contact Email Address:
 goodinga@hotmail.com

Contact Phone Number:
 2506926749

Organization Mailing Address:
 37267 Keefes Landing Road

Project or purpose for which you require assistance:
 The Organization has just finished the Structural and Civil Renovation of the Hall and now need to work on the Heating and Electrical Systems. The whole building was dismantled inside due to the compromised Structural issues and has to be redone and renovated inside.

Amount of Grant Requested:
 30000

To the best of my knowledge, all of the information that is provided in this application is true and correct. Furthermore, I hereby certify that this application for assistance is NOT being made on behalf of an individual, industry, commercial or business:
 Yes

Please describe the services/benefits that your organization provides to the community. Are these services/benefits available to the community from another organization or agency?:
 Our organization provides a place for the Community to gather and hold events such as Weddings, funerals, annual community events, Bazaars, Dances, MudBogs, Trunk or Treat. It is the Gathering place for the community.

Is your organization voluntary and non-profit?:
 Yes

Please detail any remuneration paid, or funds otherwise made available to members, officers, etc. of your organization.:
 No remuneration is paid

Please comment on the number of members/volunteers in your organization and how long your organization has been in operation.:

Our Organization has been in operation since 1962. We have 5 Volunteers form the community that form our Board of Directors. The Board consists of ; a President, Vice- President, Secretary/Treasurer and 2 Directors

Assistance is being requested for::
Capital project and/or equipment

Other Purpose:
n/a

Please describe the project/event for which you are requesting assistance. If you are applying for an exemption from fees and/or charges or other consideration, please provide details of your request here. Attach additional information if required.:

Describe how this proposal will benefit the community.:
This proposal will benefit the community by assisting us to get the Hall back into a functioning place for the community to gather and hold events.

Have you applied for a grant/funding from other source(s)?:
No

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Has the organization received assistance (grant in aid/waiving of fees, etc.), from the Regional District of Bulkley-Nechako in previous years?:
Unknown

If yes, please provide the year, the amount, and the purpose for the assistance.:

Does your Organization: (Please check all that apply):

Contact Name:

Adele Gooding

Attach supporting financial information, ie: budget/financial report. Ensure all information is clearly itemized, including: total cost of project, grants/funding from other sources, funding contributed by applicant, total expenses for the fiscal year.:

Contact Name:

Brooklynn Klassen

Contact Phone Number:

250-692-9400

Contact Email Address:

brooklynn99@gmail.com

Which RDBN electoral area(s) receive services or benefits from your organization?:

Electoral Area E (Francois/Ootsa Lake Rural)

Is your organization signed up to receive funds from the RDBN via Electronic Funds Transfer?:

Yes.

To view all of this form's submissions, visit

https://protect.checkpoint.com/v2/r03/___https://www.rdbn.bc.ca/index.php/dashboard/reports/forms/view/2315___YzFjOnJkYm46YzpvOmZhZjEzNGY0N2YxYWUwMjA5YzM5ZTY0OTQ0NzJiOTlkOjc6Yzg0ZTo0OWExN2lwYjhhMWU4OGJmZDYwZTM5YzFIMjUxOWFIMjZiNDA4OTIhNWU3MWU5ZTZiMDcxODIOMjI1MTI5Y2U4OnA6VDpO



Regional District of Bulkley-Nechako

Board of Directors

Supplementary

To: Chair and Board

From: Nellie Davis, Manager of Strategic Initiatives and Rural Services

Date: December 11, 2025

Subject: **Grant in Aid - Endako Rod and Gun Club**

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

That the Board approve allocating \$25,000 in Regional Grant in Aid from the Area D (Fraser Lake Rural) allocation to the Endako Rod and Gun Club for a safety berm project.

BACKGROUND

Please see the attached application for further information.

The remaining allocation of Area D (Fraser Lake Rural) Regional Grant in Aid is \$41,364.

Director Parker is supportive of the application.

ATTACHMENTS:

Grant in Aid – Endako Rod and Gun Club

STRATEGIC PLAN ALIGNMENT:

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



Website Form Submission – Online Grant in Aid Application Form

From website@rdbn.bc.ca <website@rdbn.bc.ca>

Date Mon 12/8/2025 10:37 PM

To Nellie Davis <nellie.davis@rdbn.bc.ca>

[EXTERNAL EMAIL] Please do not click on links on open attachments from unknown sources.

There has been a submission of the form Online Grant in Aid Application Form through your concrete5 website.

Organization Legal Name:

Endako Rod and Gun Club

Contact Email Address:

endakorod-gun@outlook.com

Contact Phone Number:

250-699-2017

Organization Mailing Address:

Box 984 Fraser Lake BC V0J1S0

Project or purpose for which you require assistance:

Endako Rod and Gun Club Berm Upgrades Phase 1

Amount of Grant Requested:

25000

To the best of my knowledge, all of the information that is provided in this application is true and correct. Furthermore, I hereby certify that this application for assistance is NOT being made on behalf of an individual, industry, commercial or business:

Yes

Please describe the services/benefits that your organization provides to the community. Are these services/benefits available to the community from another organization or agency?:

The Endako Rod and Gun Club has operated for over four decades. Throughout this time, it has been an association of hunters, fishermen, sport shooters, and outdoor enthusiasts; ensuring the community has access to a safe shooting facility and strong voice advocating on behalf of all outdoors men and women in the community. Since 2022 the club has recovered the land the range is located on back from the government (after sitting in limbo since 2019 under a different society), completed work to improve the 100, 200, and 300 yard ranges, and held a cleanup day to bring the grounds back to a usable state. The club has held several events during this time, including participating in National Range Day in June of this year, which allowed persons from all backgrounds to get experience with shooting and handling

firearms in a safe and controlled environment. No other organization or agency in the community provides this service.

Is your organization voluntary and non-profit?:

Yes

Please detail any remuneration paid, or funds otherwise made available to members, officers, etc. of your organization.:

The organization is 100% volunteer based and no remuneration is paid to members or officers.

Please comment on the number of members/volunteers in your organization and how long your organization has been in operation.:

There are around 100 members of the Endako Rod and Gun Club, with many of them actively volunteering their time to make events happen and improve the conditions of the shooting range. The organization has been in operation for over four decades.

Assistance is being requested for.:

Capital project and/or equipment

Other Purpose:

Please describe the project/event for which you are requesting assistance. If you are applying for an exemption from fees and/or charges or other consideration, please provide details of your request here. Attach additional information if required.:

To enhance the safety features of the range after an inspection in October of this year identified areas that could benefit from upgrades to satisfy requirements as outlined by the Chief Firearms Office. These upgrades include a full length berm on the east side of the range, and extending the existing backstops.

Describe how this proposal will benefit the community.:

The Endako Rod and Gun Club provides a safe shooting range for outdoors men and women in the Fraser Lake area. There is a broad demographic who make use of the facility, from young families to seniors. The completion of the berm upgrades will further enhance the safety and security of the facility to ensure the club can continue to serve the community for decades to come.

Have you applied for a grant/funding from other source(s)?:

No

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Name of Grant or Funding Agency:

Amount applied for:

Status of application:

Has the organization received assistance (grant in aid/waiving of fees, etc.), from the Regional District of Bulkley-Nechako in previous years?:

No

If yes, please provide the year, the amount, and the purpose for the assistance.:

Does your Organization: (Please check all that apply):

Provide an opportunity for individuals to make direct contributions?

Contact Name:

Lyle Litke

Attach supporting financial information, ie: budget/financial report. Ensure all information is clearly itemized, including: total cost of project, grants/funding from other sources, funding contributed by applicant, total expenses for the fiscal year.:

9702,9703

Contact Name:

Darrel Holland

Contact Phone Number:

250-699-1058

Contact Email Address:

darrelholland@hotmail.com

Which RDBN electoral area(s) receive services or benefits from your organization?:

Electoral Area D (Fraser Lake Rural)

Is your organization signed up to receive funds from the RDBN via Electronic Funds Transfer?:

No, we prefer a cheque.

To view all of this form's submissions, visit

https://protect.checkpoint.com/v2/r03/https://www.rdbn.bc.ca/index.php/dashboard/reports/forms/view/2315_.YzFjOnJkYm46YzpvQjhkM2UwMTNkNGQ5Y2M2OTVmZWZmZGFkOWQwOWM4OWVkJjc6MmViMjpkMzFiZWY5OTU4ODA4ODFmYjBINjUwYjdmMjY2MTRmZDY3Mzc3NDdkOTRkZjlmMTI0NTUxZTA1NzZiZDI0MmQ4OnA6VDpO



December 5th, 2025

Endako Rod and Gun Club

Attn: Rodney Holland

Re: Berm Construction – Quote

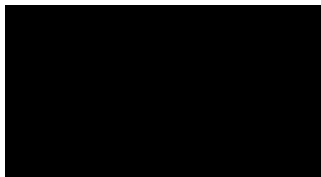
Below outlines the work package with a lump sum quote and associated terms.

- **Berm Construction – 33m x 4m – Approx. 700-750 m3**
 - **\$24,300.00**
- **Assumptions:**
 - Any design changes to what is attached to the email submission may require adjustments to Civil North's pricing.
 - Civil North assumes all approvals and permitting are in place with the governing bodies.
 - Civil North assumes all material is to be provided from the Endako Rod and Gun Club site.
 - Payment terms are net 30.

Civil North would be able to complete the works within the budgets and timelines of the Endako Rod and Gun Club.

Sincerely,

Civil North Consulting Ltd.



Dylan DeSousa, P.Eng.
President, Engineering Manager
Mobile: 778-215-4234
dylan@civiltnorth.ca



Regional District of Bulkley-Nechako Board of Directors Supplementary

To: Chair and Board
From: Scott Zayac, Director of Protective Services
Date: December 11, 2025
Subject: **Southside Rural Fire Protection Services Agreement Amendment**

RECOMMENDATION: (all/directors/majority)

That the Board accept the recommended amendment to the Southside Rural Fire Protection Services Agreement and renew the amended agreement for an additional 5-year term (2026 - 2030).

BACKGROUND

At the November 20th meeting, the Board approved renewing rural fire protection service agreements for an additional 5 years with the Societies representing Topley, Fort Fraser and Southside Volunteer Fire Departments. The Electoral Area E Director raised some concerns with the stipulations as outlined in these agreements, and staff followed up to discuss these concerns subsequent to the Board meeting. Topley and Fort Fraser have signed the agreements, and the Southside is requesting consideration of some amendments based on the intent of the agreement, and the resources and capacity available to live up to the agreement as written.

After extensive discussions with the Southside Volunteer Fire Department Society, represented by their Fire Chief, and the Electoral Area E representative, staff is making a small recommendation to the service agreement language that makes it more in line with the intent of the agreement.

The current wording of the agreement in section 2.2 is as follows:

"In providing the Service, the Society shall abide by:"

The amended wording change to section 2.2 is as follows:

"In providing the Service, the Society shall, where practicable, abide by:"

"Where practicable" is a legal term that means something should be done if it is feasible, possible, and reasonable to do, considering factors such as cost, time and effort. It's used in laws/rules to allow flexibility, meaning you must act unless the difficulty or cost is disproportionately high compared to the benefit. It's about being possible in practice, not just theoretically, often requiring a balance of risk vs. effort.

This amendment aligns with the intent of the agreement as stated in section 18.6 that states "The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be **reasonably required** to carry out the intent of this Agreement".

These changes better reflect the intent of the agreement between the RDBN and the volunteer societies that are contracted to provide fire protection services in rural areas. If this amendment is approved, it is the intent of staff to continue to engage with the Southside Volunteer Fire Department Society as well as the other rural fire department societies to ensure the agreements are reasonable and clearly outline the intent.

ATTACHMENTS:

Southside Rural Fire Protection Services Agreement



Southside Rural Fire Protection Services Agreement

CONTRACT DATED: January 1, 2026 to December 31, 2030

THIS AGREEMENT is made the 1st day of January, 2026.

BETWEEN:

REGIONAL DISTRICT OF BULKLEY-NECHAKO

Box 820
Burns Lake, BC VOJ 1EO
(the "Regional District")

AND:

OF THE FIRST PART

SOUTHSIDE VOLUNTEER FIRE DEPARTMENT SOCIETY

(Incorporation No. S-0018372) PO Box 99
1122 Witney Way
Southbank, BC VOJ 2PO
(the "Society")

OF THE SECOND PART

WHEREAS

- A. The Regional District adopted the Southside Rural Fire Protection Local Service establishment Bylaw No. 761, 1993, which authorized the Regional District to undertake and carry out or cause to be carried out and provide fire prevention, fire suppression and emergency assistance services (the "Fire Protection Service") within certain parts of Electoral Area E.
- B. Under the terms of the Southside Rural Fire Protection Local Service Area Boundary Amendment By-law No. 1175, 2000, the Regional District has expanded the boundaries of the area served by the Fire Protection Service.
- C. Under the terms of Southside Rural Fire Protection Local Service Establishment Bylaw No. 761, 1993, the annual cost of providing the Fire Protection Service is recovered by a requisition of money to be collected by a property value tax on land and improvements, and under Southside Rural Fire Protection Local Service Establishment Amendment Bylaw No. 1923, 2020, the maximum amount that may be requisitioned annually for the Fire Protection Service was increased to the greater of \$40,710.77 or the amount yielded by applying \$1.53 per \$1,000.00 to the net taxable value of the land and improvements in the Service Area.
- D. Under Section 176(1)(a) of the Local Government Act the Regional District may make agreements for the undertaking, provision, and operation of its services.
- E. The Society has agreed to provide the services described herein, within and for the Fire Protection Service Area.

NOW THEREFORE, this agreement witnesses that in consideration of premises, the terms and conditions hereinafter contained, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Regional District and the Society covenant and agree as follows:

1.0 DEFINITIONS

In this Agreement, the following words and phrases have the following meaning:

- a. **"Equipment"** means all vehicles, apparatus, goods and chattels acquired by the Society using Regional District Funds or the Regional District Grant.
- b. **"Facilities"** means the lands legally described as: PID: 004-945-701 (the "Fire Hall Site") and the Fire Hall and other buildings and structures located on the Fire Hall Site.
- c. **"Fire Protection Service Area" or "Service Area"** means the local service area established by the Southside Rural Fire Protection Local Service Establishment Bylaw No. 761, 1993, amended as described in Recital B of this Agreement, and as may be further amended from time to time.
- d. **"Regional District Funds"** means money requisitioned by the Regional District for the Fire Protection Service Area and paid to the Society prior to the date of this Agreement.
- e. **"Service"** means fire prevention, fire suppression, rescue operations and response to hazardous materials incidents, and all other activities, within the departments training parameters, as agreed to by the Regional District and Southside Volunteer Fire Department Society from time to time as part of the Fire Protection Service.
- f. **"Regional District Grant"** means the grant paid to the Society by the Regional District as referred to in section 4.1 of this Agreement.

2.0 SERVICE

- 2.1 The Society shall provide the Service in and for the Fire Protection Service Area on the terms and conditions set out in this Agreement.
- 2.2 In providing the Service, the Society shall abide by:
 - a. All enactments that apply to the provision of the Fire Protection Service, including all applicable bylaws of the Regional District, as amended or replaced from time to time including but not limited to Bylaw No. 1729. A Bylaw to Establish Rules for the Administration and Regulation for the Provision of Fire Protection in the Regional District of Bulkley-Nechako Established Rural Fire Protection Areas, attached hereto as Schedule 2.

- b. All policies of the Regional District that govern the manner in which the Fire Protection Service is to be provided, or that specify the level of the Service, as such policies may be amended or replaced from time to time.
- c. Any Standard Operational Guidelines for the Service that are developed by or for the Society and that are approved from time to time by the Regional District.
- d. The standard of firefighting and emergency services for volunteer fire departments generally accepted in the Province of British Columbia, including the standards that apply to the level of training and equipment of fire fighters.
- e. The requirements of the Workers Compensation Act and the Occupational Health and Safety Regulation under that Act.
- f. The directions of the Fire Chief as appointed by the Regional District Board and the Chief Administrative Officer or his/her designate, appointed by the Regional District Board to supervise and direct the provision of the Fire Protection Service.

3.0 TERM

- 3.1 The Term of this Agreement is five (5) years, commencing on the 1st day of January 2026 and terminating on the 31st day of December 2030.

4.0 MONTHLY GRANT

- 4.1 Subject to the Society's continued performance of its obligations under this Agreement, and subject to the Regional District's annual budgeting process, the Regional District may grant to the Society the amount requested for that year in the financial plan for the Southside Rural Fire Protection Service, as approved by the Regional District under section 6.3 of this Agreement for that calendar year.
- 4.2 The Regional District shall pay the Regional District Grant in equal monthly instalments.

5.0 COST

- 5.1 It is acknowledged, understood and agreed that the entire cost to the Regional District of providing the Fire Protection Service under this Agreement shall be recovered by the Regional District in the form of a property value tax payable by the owners of property within the Southside Rural Fire Protection Service Area.
- 5.2 It is further acknowledged, understood and agreed that under no circumstances shall the Regional District Grant exceed the maximum requisition for the Fire Protection Service authorized under the Regional District's bylaws, as amended from time to time, less any expenditures for the Fire Protection Service paid directly by the Regional District.

6.0 BUDGET

- 6.1 For each year of this Agreement the Society will prepare in a form first approved by the Electoral Area Directors and the Chief Financial Officer of the Regional District a five year financial plan that includes the Society's proposed capital and operating expenditures and revenues for each year of the plan.
- 6.2 The Society will forward the financial plan to the Chief Financial Officer and the Regional Fire Chief on or before the 31st day of October of each year of the Term for the following calendar year of the Term.
- 6.3 The Regional District shall review the financial plan as prepared under section 6.1 and shall either approve the financial plan or return it for amendment by the Society. As required, the Society shall return the final financial plan as amended to the Regional District for its final approval on or before the 15th day of December of each year of the Term immediately preceding the year in which the budget is to take effect. If the Regional District and the Society cannot reach agreement on the Society's financial plan by January 31st of the year of the Term during which the budget is to take effect, the Regional District shall determine the financial plan.
- 6.4 If a monthly payment or other payment is made to the Society before the Regional District's approval of the financial plan for the year in relation to which that payment was made, any necessary adjustment shall be made by the Regional District at the time of the first payment made after approval of the budget.
- 6.5 The Society shall not expend money or otherwise incur a financial obligation in any calendar year of the Term except one that is provided for in a financial plan that has been approved in accordance with this Agreement, or except for an expenditure made entirely with money of the Society that is not transferred to the Society as part of the Regional District Grant, or that was received by the Society as Regional District Funds.

7.0 COVENANTS OF THE SOCIETY

The Society covenants and agrees that it will, during the term of this Agreement:

- 7.1 Maintain its corporate existence, carry on and conduct its affairs in a proper and businesslike manner and keep or cause to be kept properly books of account in accordance with generally accepted accounting principles applied consistently.
- 7.2 Perform all its obligations under this Agreement at its own cost.
- 7.3 Provide to the Regional District within 120 days after the close of each fiscal year of the Society a financial statement for the operation of the Society and a copy of the minutes of the Annual General Meeting.
- 7.4 Keep the Regional District Grant separate in the Society's books of accounts.

- 7.5 Permit the Regional District and its auditors at any time and from time to time to have access to and inspect the Society's books of accounts, documents, cheques, vouchers and other records that relate to the provision of the Service.
- 7.6 Permit the Regional District at any time and from time to time to have access to and inspect all facilities, equipment, goods and chattels that are used in connection with the provision of the Service.
- 7.7 Under the direction of the Fire Chief, organize and coordinate the services of such volunteer firefighters and other personnel as are necessary to properly and efficiently provide the Service and to perform the Society's other obligations under this Agreement.
- 7.8 Under the direction of the Fire Chief, provide for the training of the volunteer fire fighters and other personnel who provide the Service, on an ongoing basis, and as necessary to provide the Service in accordance with the requirements of this Agreement.
- 7.9 Assist the Regional District on an ongoing basis in the development of Standard Operational Guidelines for the operations of the Society and for the provision of the Fire Protection Service.
- 7.10 Abide by its constitution, bylaws and other requirements of the *Society Act* and hold annual meetings and file annual reports and other documents to be filed with the Registrar of Companies.
- 7.11 Not make any expenditures in any year which are not provided for in the budget approved by the Regional District under section 6.3, except for expenditures made entirely with money of the Society that is not transferred to the Society as part of the Regional District Grant or received by the Society as Regional District Funds and not borrow any funds without the approval of the Regional District of Bulkley-Nechako.
- 7.12 Maintain proper records relating to the provision of the Fire Protection Service, in accordance with all applicable policies of the Regional District from time to time; and the Society acknowledges that in the course of providing the Fire Protection Service it may be required to receive and record "personal information" (as defined in the *Freedom of Information and Protection of Privacy Act*) of individuals who receive the benefit of the Service, and the Society agrees that it shall maintain all records relating to the provision of the Fire Protection Service to the Regional District, including but not limited to personal information, in accordance with the requirements of the *Freedom of Information and Protection of Privacy Act*, and that the Society shall not disclose any information relating to the provision of the Fire Protection Service under this Agreement to any person except with the authorization of the Regional District.

- 7.13 Maintain the Facilities, including the grounds around the Fire Hall and all Equipment in a good working condition so that the Equipment and Facilities are available at all times for the purpose of providing the Service.
- 7.14 Not adopt a resolution to dissolve the Society unless it has first given written notice to the Regional District 30 days prior to the meeting at which such resolution is to be considered, except as outlined by Sections 16 or 17 of this Agreement.

8.0 REGIONAL DISTRICT INTEREST

- 8.1 Despite anything in this Agreement, any land, buildings, structures, improvements, facilities or equipment acquired by the Society using money received as a Regional District Grant or Regional District Funds shall be held by the Society for the benefit of the Service Area, as represented by the Regional District, and shall not be sold, transferred, traded, or used as security except with the written approval of the Regional District.

9.0 EQUIPMENT

- 9.1 At the expiry or earlier termination of this Agreement, unless renewed or replaced with a similar agreement, the Society shall transfer ownership of any Equipment held in the name of the Society to the Regional District at no cost to the Regional District.

10.0 TITLE TO LAND ACQUIRED WITH REGIONAL DISTRICT GRANT

- 10.1 The Society shall not take legal title to any land using any funds paid as the Service Fee, or received by the Society as Regional District Funds, but shall arrange for such lands to be acquired in the name of the Regional District.

11.0 CONDITION OF FACILITIES

- 11.1 At the expiry or earlier termination of this Agreement, the Society shall ensure that the Facilities and Equipment are clean, uncontaminated, and in good condition, reasonable wear and tear accepted.

12.0 INSURANCE

- 12.1 The Regional District agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC), naming the Society as service provider, as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 on an occurrence basis with respect to third party liability claims for bodily injury, property damage, and personal injury while providing the agreed service. The premiums shall be paid for with funds from the Southside Rural Fire Protection Service.
- 12.2 The Society shall insure and keep insured against all risks of loss or damage the Equipment other than motor vehicles, the Facilities, and any and all other chattels and equipment owned by the Regional District or the Society and maintained and utilized by the Society to provide the Services under this Agreement, to the full

replacement value thereof, such policy or policies to be on terms and with such deductible as is acceptable to the Regional District.

- 12.3 Every policy of insurance, except the one with Municipal Insurance Association, must name the Regional District as an additional insured and contain a clause stating that the policy is not to be cancelled or materially altered without at least 30 days written notice to the Regional District.
- 12.4 The Society shall provide the Regional District for each year of the Term with a certificate signed by an authorized signatory of each insurer confirming that the coverage required under this section 12 has been provided, and upon request shall provide a copy of the said policy or policies to the Regional District.
- 12.5 The Regional District shall, throughout the Term of this Agreement, obtain and maintain in force for all motor vehicles used in the provision of the Service, whether owned or leased by the Society or the Regional District, automotive liability insurance in accordance with the Insurance (Motor Vehicle) Act of British Columbia, and in the amount of not less than (\$5,000,000.00) FIVE MILLION DOLLARS per accident. The premiums shall be paid for with funds from the Southside Rural Fire Protection Service.
- 12.6 The Regional District shall, throughout the Term of this Agreement, obtain and maintain in force for Workers Compensation Insurance through WorkSafe BC. The premiums shall be paid for with funds from the Southside Rural Fire Protection Service.
- 12.7 The Regional District agrees to be responsible for any and all deductible amount including any claim expenses incurred.

13.0 INDEMNITY

- 13.1 The Society agrees to save harmless, release and indemnify the Regional District and its elected and appointed officers, employees and agents from and against all fines, suits, claims, liabilities, damages, costs, expenses, demands and actions of any kind or nature whatsoever (collectively "liability") for which the Regional District or its officers, employees and agents may become liable, suffer or incur by reason of or in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Society, its employees, consultants, agents or volunteers, connected with the performance or breach of the Agreement by the Society. The Society's obligations under this section shall survive the expiry or earlier termination of this Agreement.
- 13.2 The Regional District agrees to save harmless, release and indemnify the Society and its elected and appointed officers, employees and agents from and against all fines, suits, claims, liabilities, damages, costs, expenses, demands and actions of any kind or nature whatsoever (collectively "liability") for which the Society or its officers and employees may become liable, suffer or incur by reason of or in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act

or omission, or other actionable wrong, on the part of the Regional District, its employees, consultants, agents or volunteers, connected with the performance or breach of the Agreement by the Regional District. The Regional District's obligations under this section shall survive the expiry or earlier termination of this Agreement.

14.0 APPOINTMENT OF FIRE CHIEF

- 14.1 The Society shall, at its Annual General Meeting each year, elect or re-elect a Fire Chief of the Southside Volunteer Fire Department.
- 14.2 The Fire Chief elected or re-elected under section 14.1 shall serve as the Regional District's Fire Chief for the purpose of the Fire Protection Service, subject to that person:
 - a. Meeting the qualifications for the position of Fire Chief as approved from time to time by the Regional District.
 - b. Having their election as Fire Chief ratified by the Regional District Board.

15.0 AUDIT

- 15.1 At any time the Regional District may give the Society written notice that it desires its appointed representative to examine and audit the books of account of the Society.

16.0 TERMINATION

- 16.1 Either party may terminate this Agreement at any time by giving written notice of termination to the other party, and the Agreement shall terminate on the 31st day of December of the year following receipt of such notice by the other party, provided however that, in any event, the Agreement shall terminate not later than the 31st day of December 2030.

17.0 EARLY TERMINATION

- 17.1 Notwithstanding any other provision of this Agreement, the Regional District may terminate this Agreement upon giving 30 days' notice of its intention to so terminate:
 - a. Should the Society fail to file its Annual Report or otherwise no longer be in good standing with the Registrar of Companies under the *Societies Act*.
 - b. Should the Society default in any term or condition of this Agreement or fail to perform any covenant required to be performed by the Society under this Agreement.
 - c. Should the Regional District or any successor to the Regional District provide alternate fire protection and emergency response service within the Service Area.
 - d. Should the Society, in the opinion of the Regional District, fail to provide the Service in accordance with the requirements of this Agreement.

18.0 GENERAL PROVISIONS

18.1 Notice

- a. All notices required or permitted to be given under this Agreement shall be in writing and may be delivered by hand, sent by facsimile transmission or forwarded by first-class prepaid registered mail to the addresses set forth on the first page or such other address as may from time to time be notified in writing by the parties.
- b. If the Society gives notice to the Regional District, that notice must be marked to the attention of the Corporate Administrator of the Regional District.
- c. Any notice delivered or sent by hand or by facsimile transmission shall be deemed to be given and received at the time of sending. Any notice mailed shall be deemed to have been given and received on the expiration of 3 days after it is posted, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by mail, then such notice shall only be effective once delivered.

18.2 Authority

The Society represents and warrants to the Regional District that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

18.3 Assignment

This Agreement shall not be assignable by the Society.

18.4 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

18.5 Time

Time is to be of the essence of this Agreement.

18.6 Further Assurances

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

18.7 Entire Agreement

This Agreement is the entire agreement among the parties as at the date hereof and neither the Regional District nor the Society has given or made representations, warranties, guarantees, promises, covenants or agreements to the other except

those expressed in writing in this Agreement, and no amendment of this Agreement is valid or binding unless in writing and executed by the parties.

18.8 **Waiver**

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

18.9 **Cumulative Remedies**

No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

18.10 **Amendment**

No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless they are in writing and duly executed by all parties to this Agreement.

18.11 **Law Applicable**

This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

19.0 **INTERPRETATION**

19.1 In this Agreement:

- a. Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise.
- b. Articles and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.
- c. Reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement.
- d. If a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings.
- e. Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment.
- f. Reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

- g. Reference to time or date is to the local time or date in Victoria, British Columbia.
- h. All provisions are to be interpreted as always speaking.
- i. Reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers.
- j. Reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided.
- k. Where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".
- l. Word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa.
- m. A reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice.

REGIONAL DISTRICT OF BULKLEY-NECHAKO by its authorized signatories:

Chair

Corporate Administrator

SOUTHSIDE VOLUNTEER FIRE DEPARTMENT SOCIETY by its authorized signatories:

President

Secretary/Treasurer