



REASONS FOR DECISION

FILE NUMBER: 4405780

APPLICANT: Laurie Alfred Venning

BACKGROUND:

This application was subject to compliance action due to the applicant conducting works in water without a land act authorization. The applicant applied to FrontCounterBC for a permission fronting property owned by the applicant near Boswell, BC on the east shore of Kootenay Lake. Local residents of the area provided extensive comments which were considered in this disposition. The dock, elevated walkway, platform and boat lift are anchored to the bed of Kootenay Lake by means of steel pilings.

The tenure is a Specific Permission for Private Moorage purposes with no termination date.

DECISION: OFFERED

An offer has been made subject to any terms and conditions that need to be met before the tenure is issued.

REASONS FOR DECISION:

Proposal is consistent with government policy. Concerns raised by mandated agencies as a result of the referral have been addressed. There was extensive comments provide by the local residents which raised several concerns that have been addressed or requested of the applicant.

For more information contact Curt Nixon, RPF Authorizations Officer, 250-825-1107.

Digitally signed
by Rob McRory
Date: 2018.05.18
07:56:59 -07'00'

Rob McRory, RPF
Senior Lands Officer
Kootenay Boundary

For more information see our website at <http://www.for.gov.bc.ca/landadministration>



SPECIFIC PERMISSION FOR PRIVATE MOORAGE

Permission No.:

404950

File No.: 4405780

Disposition No.: 928260

THIS PERMISSION is dated for reference May 17, 2018 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

LAURIE ALFRED VENNING

s. 22

(the "Owner")

WHEREAS:

- A. The Province has responsibility for the management of Crown land, including foreshore land and most submerged land;
- B. The Minister has the authority under section 11 of the *Land Act* to authorize the use of Crown land on terms and conditions which the Minister considers appropriate;
- C. The Minister wishes to provide a specific permission for the use of Crown land covered by water in British Columbia for Private Moorage Facility (as herein defined) purposes.

ACCORDINGLY, the Minister grants and the Owner accepts a specific permission for the construction and use of a Private Moorage Facility (as herein defined) on the following terms and conditions.

ARTICLE 1 - DEFINITIONS

1.1 In this document,

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Permission entitled “Legal Description Schedule”:

All that Unsurveyed Crown Foreshore being part of the bed of Kootenay Lake and fronting on Lot 2, District Lot 2636A, Kootenay District, Plan NES72, more particularly shown outlined in red and containing 0.007 hectares, more or less,

except for those parts of the land that consist of highways (as defined in the *Transportation Act*) and subject to any changes to the area or boundaries of the Land that may be made from time to time in accordance with the terms of this Permission;

“Minister” means the minister responsible for the *Land Act*;

“Management Plan” means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

“Permission” means the Minister’s permission as recorded in this document;

“Private Moorage Facility” means a structure used for the purpose of mooring boats and for providing pedestrian access to and from the moored boats, and can consist of a single dock, wharf, or pier (including walkway ramp) that is permanently affixed to aquatic Crown land, and any ancillary structures such as a boat lift and anchor lines. It is for the personal and private use by one or a number of individuals or a family unit for boat moorage;

“Province” means Her Majesty the Queen in Right of the Province of British Columbia;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Upland Property” means the parcel of non-aquatic land, being either privately owned or leased Crown land, which has riparian rights to the point at which the Private Moorage Facility is attached to land more particularly described as Strata Lot 2 District Lot 2636A Kootenay District Strata plan N72 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1;



“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Owner: that combination is referred to as “**the parties**”; and

“you” or “your” refers to the Owner.

ARTICLE 2 - CONDITIONS OF THIS PERMISSION

2.1 The rights granted in this Permission apply only under the following circumstances:

- (a) The Owner of the Private Moorage Facility is the owner of the Upland Property or is the holder of a Crown land lease for the Upland Property.
- (b) This Private Moorage Facility will be the only Private Moorage Facility on the frontage of the Upland Property.
- (c) Ownership of and liability for a Private Moorage Facility shall pass to and be binding upon your heirs, executors and assigns of the Owner.
- (d) You must not assign, mortgage or transfer this Permission, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- (e) A Private Moorage Facility shall be and shall remain your property unless you transfer the rights and obligations in a signed agreement with another person approved by us as per subsection 2.1(d).
- (f) There are no other laws, bylaws or local government zoning restrictions which prohibit the installation and use of the Private Moorage Facility.
- (g) You understand that this Permission does not grant exclusive use and occupancy of the Land.

ARTICLE 3 - SIZE

- 3.1 The Private Moorage Facility’s size must be as set out in the Management Plan, and the Management Plan must disclose the length and width of the Private Moorage Facility, the height of any proposed structures, the length and width of any connecting walkways which will be placed on Crown land and any ancillary structures or Improvements which will be part of or used with the Private Moorage Facility.
- 3.2 No increase in any dimension of the Private Moorage Facility from the description in the Management Plan will be permitted unless you first obtain our written consent.



ARTICLE 4 - CONSTRUCTION

- 4.1 The placement of the Private Moorage Facility must allow access for vessel passage to and from the Private Moorage Facility without interfering with riparian rights of other properties.
- 4.2 No fill may be used in the construction or structure of the Private Moorage Facility.
- 4.3 Riparian vegetation on Crown land shall not be unduly disturbed.
- 4.4 Do not use crib foundations or solid core structures made of cement or steel sheeting in Private Moorage Facility construction.
- 4.5 Do not cut or remove timber on or from the Land without prior written consent and, being granted the right under the *Forest Act* to harvest Crown timber on the Land.

ARTICLE 5 - USE

- 5.1 The Private Moorage Facility shall be used for private, non-commercial moorage purposes only and the Owner of the Private Moorage Facility must not make the Private Moorage Facility available to others for a fee.
- 5.2 Do not moor or secure any boat or structure to the Private Moorage Facility for use as a live-aboard facility, whether permanent or temporary.

ARTICLE 6 - OTHER COVENANTS

- 6.1 You must
- (a) pay, when due,
 - (i) the Realty Taxes, and
 - (ii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;



- (c) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (d) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any governmental authority having jurisdiction in any way affecting your use or occupation of the Land or the Private Moorage Facility, and with
 - (ii) the provisions of this Permission;
- (e) ensure that the Private Moorage Facility does not interfere with public access over land;
- (f) keep the Private Moorage Facility and the Land in a safe, clean and sanitary condition;
- (g) not commit any willful or voluntary waste, spoil or destruction on the Land, except for the lawful discharge of wastes and emissions, or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land provided that, for the purposes of your covenant in this subsection, the lawful construction and operation and maintenance of the Private Moorage Facility allowed under this Permission will be deemed not to be a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (h) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (i) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (j) not store logs on the Land;
- (k) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*; and
- (l) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, you will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land under this Permission to sale or forfeiture.

6.2 You must not erect a permanent sundeck on the dock;



- 6.3 You must not engage in beach grooming, nor removal of native vegetation;
- 6.4 You must ensure that the gangway supporting the dock platform is as small as possible and is not used for any other purpose but to secure the gangway and provide pedestrian access to the permanent boat lift.

ARTICLE 7 - TERMINATION OF PERMISSION

- 7.1 There is no term or predetermined end date for this Permission, and your responsibilities and duties under this Permission will continue until either we or you revokes or otherwise terminates the Permission.
- 7.2 We may revoke this Permission for the Private Moorage Facility at any time in our sole discretion without incurring any liability to you whatsoever and you must remove all parts of the Private Moorage Facility from the Land within a specified number of days as determined by us, leaving the Land in a safe, clean and sanitary condition.
- 7.3 If we revoke or terminate this Permission for any reason whatsoever, you shall have no right of compensation.
- 7.4 When you remove the Private Moorage Facility you must leave the Land in a safe, clean and sanitary condition acceptable by us. If you do not do so, we may clean and remediate the Land (including, if necessary, the removal of the Private Moorage Facility) and you will be responsible for the full cost of such cleaning and remediation.
- 7.5 If this Permission is terminated, all existing duties and responsibilities of yourself, your heirs, successors or assigns under this Permission will continue beyond the date of its termination.

ARTICLE 8 - OTHER DISPOSITIONS

- 8.1 You agree with us that
- (a) in addition to the other reservations and exceptions expressly provided in this Permission, this Permission is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired, under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act* and *Water Sustainability Act* (or any prior or subsequent enactment of the Province of British

Columbia of like effect); such rights may exist when this Permission takes effect and may be granted or acquired after this Permission takes effect and may affect your use of the Land;

- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist when this Permission takes effect; after this Permission takes effect we may grant such interests (including fee simple interests, leases, statutory rights of way and licences) however we will not grant any such interest that would result in the need to amend the Management Plan unless we have first complied with the requirements of this Permission with regard to the amendment of the Management Plan; subject to this you acknowledge your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Permission and the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Permission does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b);
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Permission as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c).

ARTICLE 9 - LIABILITY AND INDEMNITY

9.1 You assume all responsibility and liability associated with the Private Moorage Facility and agree to indemnify us for any loss or expense incurred by us as a result of the existence or use of the Land or Private Moorage Facility by any person, including, without limitation,

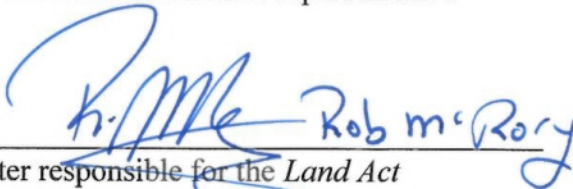
- (a) any conflict between the existence or use of the Private Moorage Facility and the land use or riparian rights of any person;
- (b) any breach or non-performance of any part of this Permission; and
- (c) any personal injury (including death) or property damage caused in any way, wholly or partly, by the Private Moorage Facility or by your use of the Land.

404950

- 9.2 Without limiting your obligations or liabilities under this Permission at your expense, effect and keep in force during the Term, a Homeowner's Insurance Policy or other personal lines residential insurance policy, including Comprehensive Personal Liability in an amount of not less than \$2,000,000 per occurrence.
- 9.3 You must make your insurer aware of this Permission within 30 days of signing this Permission.

The parties have executed this Permission as of the date of reference of this Permission.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

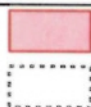
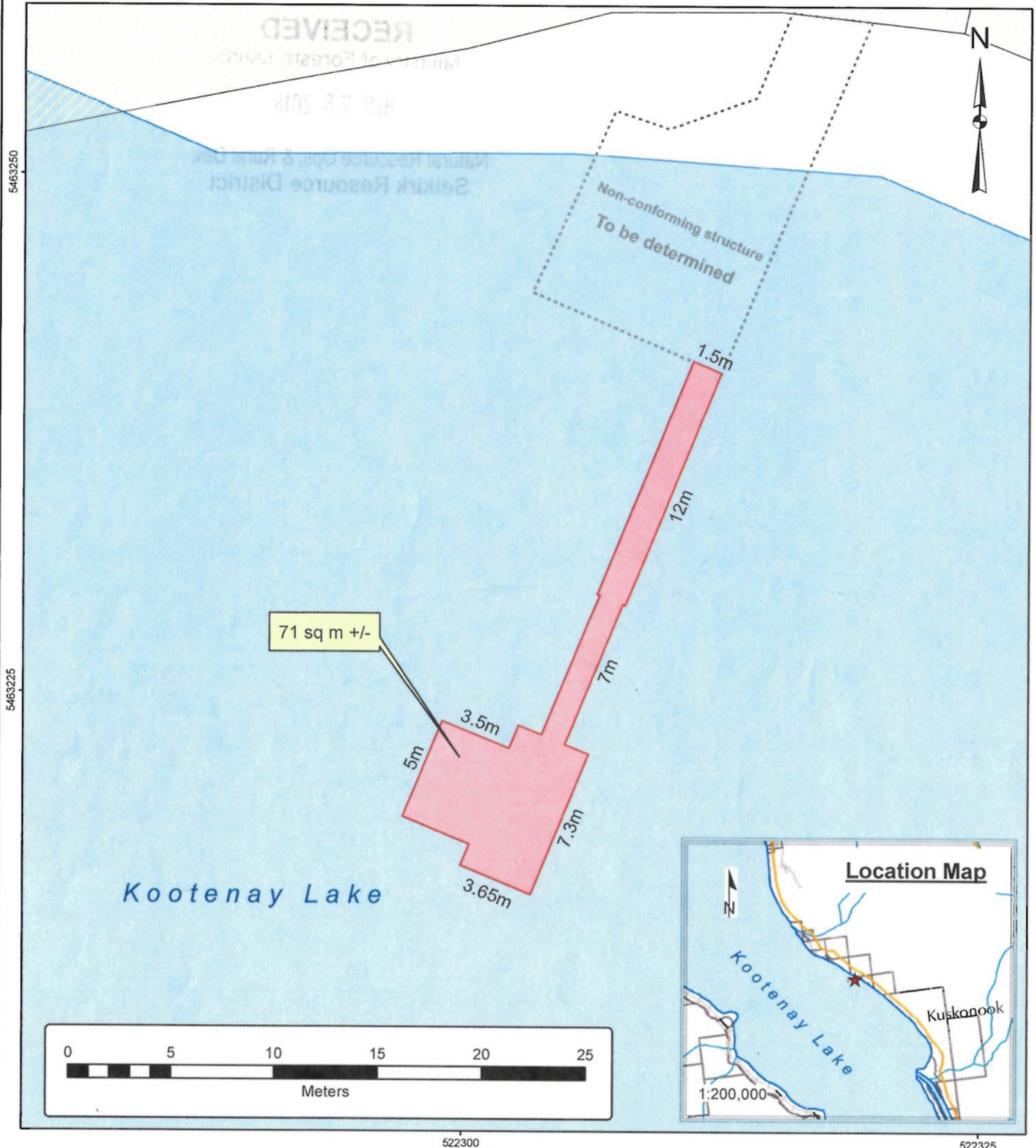


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED BY
LAURIE ALFRED VENNING



All that unsurveyed Crown foreshore being part of the bed of Kootenay Lake, fronting Lot 2, District Lot 2636A, Kootenay District, Plan NES72, more particularly shown outlined in red and containing 0.007 hectares, more or less



Specific Permission for Private Moorage MANAGEMENT PLAN

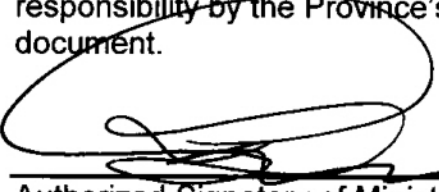
FILE #: **4405780**

Date: April 10, 2017


Her Majesty the Queen in Right of British Columbia (the "Province") and
Laurie Alfred Venning (the "Owner")

hereby agree that this document is the Management Plan for the purposes of a Specific
Permission, dated May 17, 2018 from the Province to the Owner and
that this document supersedes any earlier Management Plans.

The signature of the Province's authorized representative is solely for the purpose of
acknowledging the Province's acceptance of this document as the Management Plan
for the purposes of the permission and does not represent a certification by the
Province or its signatory of any factual content or acceptance of professional
responsibility by the Province's signatory for any advice or analysis contained in this
document.


2018/04/10

Authorized Signatory of Ministry of Forests, Lands and Natural Resource Operations



Authorized Signature of Tenure Holder(s)

2018/06/12th

RECEIVED

Ministry of Forests, Lands,

JUN 28 2018

Natural Resource Ops, & Rural Dev.
Selkirk Resource District

Lot 2, Plan NES72 DL 2636A Kootenay Land District

Section A – Project Overview

This project is for a proposed dock system in front of private property located at s. 22 BC.

Section B – Project Details

This project is to install a dock system comprised of 5' wide x 40' long elevated walkway (aluminum frame with Thru flow decking,) from private property crossing onto Crown Land as shown on the detailed site sketch, 4' wide x 24' long ramp (aluminum frame with Thru flow decking,) 12' x 24' floating dock (timber frame with Thru flow decking) and steel boat lift and 14 steel pilings. The dock system is for personal use only. There is no dredging, retaining or boathouses. The project is located 32.2 m from the West property line and 16m from the East property line.

Section C – Additional Information

I. Environmental

- a. Land Impacts – Pilings will be installed by a floating barge pile driver. Bubble screening will be used during piling installation.
- b. Atmospheric Impacts – There are no atmospheric impacts in association with this dock system, which will be used solely for our own personal recreation activities.
- c. Aquatic Impacts – The dock system will not cause any water diversion and will not impact water quality in any way.
- d. Fish and Wildlife Habitat – There will be no negative impact to any area fish or wildlife from this small residential dock system.

II. Socio-Community

- a. Land Use – There are no negative impacts to land use which is residential.
- b. Socio-Community Conditions – The project will not affect or influence any community services or infrastructure and will not affect or interfere with any current or planned services, transportation or road changes.
- c. Public Health – There will be no affect to public health with this project.
- d. First Nations – We have not had any contact with any First Nations concerning this project. The upland property is owned personally and privately.



Our File: 4405780

August 28, 2019

Laurie Alfred Venning
s. 22

REGISTERED MAIL

Re: Notice to Implement Measures to address Public Safety.

Dear Mr Venning,

It has come to our attention that due to the state of construction on this permission; there are measures that you should implement immediately to ensure the safety of the users of Kootenay Lake. I refer specifically to the installed steel pilings and the locally known navigational hazard- the submerged rock shelf that either fronts your property; or is located nearby on Kootenay Lake

I draw your attention to Article 6.1 (f) of Permission #404950 which states "You must keep the Private Moorage Facility and the land in a safe, clean and sanitary condition".

Currently, I understand that the Private Moorage Facility and the Land are not in a safe condition.

You are encouraged to immediately retain the services of a qualified professional to assess the condition of the permission; prescribe measures and supervise the installation of the necessary equipment to ensure users of Kootenay Lake are aware of the installation and locally known navigational hazard.

Please contact Curt Nixon, RPF Authorizations Forester at 250-825-1107 should you require more information.

Yours truly

Digitally signed
by Rob McRory,
RPF
Date: 2019.09.03
08:26:15 -07'00'

Rob McRory, RPF
Senior Lands Officer
Selkirk Resource District



Our File: 4405780

July 11, 2018

Laurie Alfred Venning

s. 22

Dear Mr. Venning:

Enclosed is an originally executed copy of Specific Permission for Private Moorage 404950 covering all that unsurveyed Crown foreshore being part of the bed of Kootenay Lake, fronting Lot 2, District Lot 2636A, Kootenay District, Plan NES72; more particularly shown outlined in red and containing 0.007 hectares, more or less.

This Specific Permission for Private Moorage is issued in your name for an indefinite term commencing May 17, 2018.

Should you have questions regarding this tenure, please contact me at 250-825-1160.

Yours truly,

Rosemary Doyle
Authorizations Administrator

cc: B.C. Assessment Authority, Nelson/Trail



Ministry of Forests, Lands, Natural
Resource Operations and Rural
Development
1907 Ridgewood Road
Nelson, BC V1L 6K1

Telephone No: 250 825-1160
Facsimile No: 250 825-9657

GST Registration No: R107864738

Your contact is: Rosemary Doyle

Our file: 4405780

NOTICE OF FINAL REVIEW

May 17, 2018

Laurie Alfred Venning

s. 22

Dear Laurie Venning:

Re: Your Application for a Tenure over Crown Land

The review of your application for a permission for private moorage dock purposes over:

All that Unsurveyed Crown Foreshore being part of the bed of Kootenay Lake and fronting on Lot 2, District Lot 2636A, Kootenay District, Plan NES72, more particularly shown outlined in red and containing 0.007 hectares, more or less

(the "Land") has reached the stage where we anticipate making our final decision once the various matters described in this letter have been completed.

1. Deadline for Completion of Requirements

We ask that you complete the requirements described below by July 17, 2018.

Please complete the Response to Notice of Final Review page attached, indicating whether you will **or** will not proceed with the application and sign and return that page to us for our records.

2. Requirements

Signing and Return of Tenure Documents

You must sign and deliver to us one copy of the permission document which is enclosed with this letter. You are responsible for ensuring that this is properly completed including, if applicable, obtaining any appropriate corporate authorizations and having any Land Title Act form C or D witnessed by a solicitor, notary or commissioner.

Monies Payable

You must deliver to us the following amounts:

| | | |
|---------------------------|-----|--------------|
| Application Fee | *\$ | 250.00 |
| Other (credit) | \$ | 262.50 |
| GST Total | \$ | <u>12.50</u> |
| Total Fees Payable | \$ | <u>.00</u> |

* denotes GST payable

Insurance

You must at your expense, effect and keep in force insurance as described in the enclosed permission.

Additional Requirements

Please sign enclosed Management Plan cover sheet where indicated and return to our office. A copy will be returned to you once your document has been issued.

3. Process following completion of Requirements

If the requirements set out above are completed within the required time we expect to make our decision and advise you of that decision within 30 days.

Please note however that this letter does not constitute an offer by us and we reserve all our rights in connection with the decision making process, including, if appropriate, to disallow your application, to extend the decision making process and to establish additional requirements not set out in this letter.

Upon decision to issue the permission to you we will sign and return one copy of the permission to you.

4. Acknowledgments of the Applicant

You represent, acknowledge and agree that:

- (a) Your application for a Crown land tenure cannot be transferred to another person.
- (b) This Letter does not obligate us to issue the permission to you and does not give you any right to use or occupy the Land for any purpose.
- (c) You are responsible for, and encouraged to seek, your own legal advice with respect to:
 - (i) any laws, bylaws, orders, directions, ordinances and regulations associated with your use of the Land,
 - (ii) the terms and conditions set out in this Letter, and
 - (iii) the terms and conditions of, and your rights and obligations that will arise under, the permission.
- (d) You are responsible for the costs and expenses incurred by you in pursuing your application, including any cost you incur in connection with satisfying the requirements set out in this letter.
- (e) If you sign and return the permission to us that will constitute your offer to us to enter into the permission.

For Your Information

Please implement and maintain measures to ensure that your dock does not interfere with your neighbor's rights of: navigation; riparian rights of ingress and egress and is sensitive to their views of the lake.

Please be advised that this permission relates to another cross referenced tenure indicated herein, Lands File: **4405907** (cross reference file) in respect to the non-conforming structure shown on the legal description schedule.

Before the installation or modification of the dock and related components you must obtain any necessary approval from federal agencies. These include Transport Canada for works that are governed by the *Navigable Waters Protection Act*, or the federal Department of Fisheries and Oceans for works that are governed by the *Fisheries Act*.

- 4 -

We suggest that you retain the services of an appropriate qualified professional to assess the orientation of the proposed dock in respect to ensuring there is no contravention of the *Navigable Waters Protection Act*. We also ask that this person assess the potential impact on the neighbour's riparian right's and develop safe use procedures between neighbours. You will make available a signed copy of this assessment upon request by us.

We Encourage you to routinely inspect the dock, related infrastructure and all watercraft to ensure that invasives species, particularly Zebra and Quaga mussels do not become established.

For any instream works that are planned during the project, please ensure that you abide by the best management practises outlined at this website:

<http://env.gov.bc.ca/wld/instreamworks/index.htm>

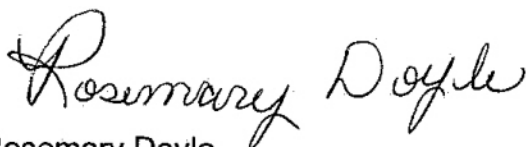
Any future work will require a separate application under the *Water Sustainability Act*.

You may be eligible for compensation for mitigation work that you conduct on the foreshore. Contact the Kootenay Lake Compensation Fund for more information at info@kootenayconservation.ca

Freedom of Information

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under Freedom of Information and Protection of Privacy legislation.

Yours truly,



Rosemary Doyle
Authorized Representative

Response to Notice of Final Review

File No. 4405780

Ministry of Forests, Lands, Natural Resource Operations and Rural Development
1907 Ridgewood Road
Nelson, BC V1L 6K1

Dear Rosemary Doyle:

Re: Application for permission

- ☐ I/We wish to proceed to obtain a permission in accordance with the letter dated May 17, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and enclose all copies of the permission which I/We have signed.
- ☐ I/We do not wish to proceed to obtain a permission in accordance with the letter dated May 17, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development.

DATED the ____ of _____, ____.

Applicant's signature/Applicant's
representative's signature

Print name of person signing

Response to Notice of Final Review

File No. 4405780

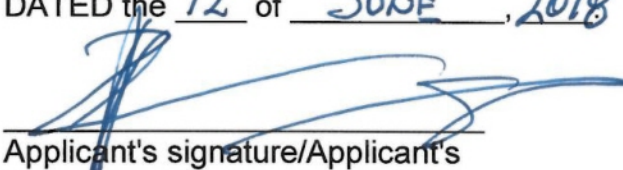
Ministry of Forests, Lands, Natural Resource Operations and Rural Development
1907 Ridgewood Road
Nelson, BC V1L 6K1

Dear Rosemary Doyle:

Re: Application for permission

- ☒ I/We wish to proceed to obtain a permission in accordance with the letter dated May 17, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and enclose all copies of the permission which I/We have signed.
- ☐ I/We do not wish to proceed to obtain a permission in accordance with the letter dated May 17, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development.

DATED the 12th of JUNE, 2018


Applicant's signature/Applicant's
representative's signature

Lavine Venning
Print name of person signing

June 18, 2018

Ministry of Forests, Lands, Natural
Resource Operations and Rural
Development
1904 Ridgewood Road
Nelson, BC B1L 6K1

Attention: Ms. Rosemary Doyle

Re: File: 4405780, Application for a Tenure over Crown Land

Please find the attached documentation requested to be executed, for the application for a permission for private moorage dock:

1. Specific Permission for Private Moorage document,
2. Specific Permission for Private Moorage: Management Plan, and
3. Response to Notice of Final Review.

If you have any questions or concerns, please do not hesitate to contact Laurie Venning directly at ^{s. 22}
^{s. 22}

Kindest regards,



Sarah Moore,
on behalf of Laurie Venning

LAURIE VENNING
^{s. 22}



Our File: 4405780

August 28, 2019

Laurie Alfred Venning
S. 22

REGISTERED MAIL

Re: Notice to Implement Measures to address Public Safety.

Dear Mr Venning,

It has come to our attention that due to the state of construction on this permission; there are measures that you should implement immediately to ensure the safety of the users of Kootenay Lake. I refer specifically to the installed steel pilings and the locally known navigational hazard- the submerged rock shelf that either fronts your property; or is located nearby on Kootenay Lake

I draw your attention to Article 6.1 (f) of Permission #404950 which states "You must keep the Private Moorage Facility and the land in a safe, clean and sanitary condition".

Currently, I understand that the Private Moorage Facility and the Land are not in a safe condition.

You are encouraged to immediately retain the services of a qualified professional to assess the condition of the permission; prescribe measures and supervise the installation of the necessary equipment to ensure users of Kootenay Lake are aware of the installation and locally known navigational hazard.

Please contact Curt Nixon, RPF Authorizations Forester at 250-825-1107 should you require more information.

Yours truly

Digitally signed
by Rob McRory,
RPF
Date: 2019.09.03
08:26:15 -07'00'

Rob McRory, RPF
Senior Lands Officer
Selkirk Resource District

Ministry of Forests, Lands
and Natural
Resource Operations

Selkirk Resource District
Lands Division

Location:
1907 Ridgewood Rd.
Nelson, British Columbia
CANADA

Mailing Address:
1907 Ridgewood Rd.
Nelson, British Columbia
V1L 6K1
Tel: (250) 825-1100
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Ministry of Forests, Lands
and Natural Resource Operations
Selkirk Resource District

Mailing Address:
845 Columbia Avenue
Castlegar BC V1N 1H3



RETURN TO SENDER
RENOI À L'EXPÉDITEUR

- ☒ Unclaimed
Non réclamé
- ☐ No such address
Adresse inexistante
- ☐ Address incomplete
Adresse incomplète
- ☐ Moved / Unsurvived
Déménagé / Inconnu
- ☐ No such Post Office
Bureau inexistant
- ☐ Refused by addressee
Refusé par le destinataire

S. 22

LAURIE ALFRED VENNING

