

IN THE MATTER OF
THE FARM PRACTICES PROTECTION (RIGHT TO FARM) ACT, RSBC 1996 C. 131
AND IN THE MATTER OF TWO COMPLAINTS REGARDING MANURE
MANAGEMENT AND STORAGE PRACTICES, ODOUR, RUNOFF, AND NUISANCE
BIRDS AND RODENTS ON A CATTLE/CALF OPERATION IN
KELOWNA, BRITISH COLUMBIA

BETWEEN:

JOHN TUOVILA

RONALD RUCK

COMPLAINANTS

AND:

GERRY and ROBERTA DELEURME

RESPONDENTS

DECISION

APPEARANCES:

For the British Columbia
Farm Industry Review Board:

Tamara Leigh, Presiding Member
Peter Donkers, Chair
Dennis Lapierre, Member

For the Complainants:

John Tuovila, self-represented
Ronald Ruck, self-represented

For the Respondents:

Gerry Deleurme, self-represented and
appearing on behalf of Roberta Deleurme

Date of Hearing:

October 16-17, 2019

Place of Hearing

Kelowna, British Columbia

A. INTRODUCTION

1. This decision relates to two separate complaints filed under section 3 of the *Farm Practices Protection (Right to Farm) Act*, R.S.B.C. 1996, c. 131 (*FPPA*).
2. The first Complainant, John Tuovila, resides on a residential property in close proximity to the Respondents' property, and immediately downhill from the paddocks where the Respondents' cattle are kept.
3. In brief, Mr. Tuovila argues that the Respondents' manure management and storage practices result in persistent odour and runoff from the livestock operation into his yard. In addition, he argues that the Respondents' feeding practices are contributing to the presence of nuisance birds and rodents on his property.
4. The second complainant, Ronald Ruck, resides on a neighbouring acreage that shares a fence with the Respondents.
5. In brief, Mr. Ruck argues that the Respondents' manure management and storage practices and run-off from encroaching outbuildings contribute to manure and debris washing onto his property. He also maintains that the practice of open feeding bread is contributing to the presence of nuisance birds and rodents on his property.
6. The Respondents, Gerry and Roberta Deleurme, farm a 1.79-acre parcel that is zoned RR3 by the City of Kelowna (the "Respondents' Property"). The Respondents' Property is within the Agricultural Land Reserve. They have owned the land since 1985. As part of their farm operation, the Respondents buy "off-type" calves at the market and feed them until they are ready for sale or slaughter. The number of cattle on the property at any given time varies. Mrs. Deleurme was present at the hearing but did not provide evidence.
7. This hearing is the second complaint between these parties. The first complaints were filed on April 22, 2016 and resulted in a mediated agreement between the parties that was settled on July 26, 2016. (the "2016 Agreement")
8. The Complainants refiled their complaints related to this hearing on November 20, 2018 and November 29, 2018.
9. A case management call was held with the parties on December 6, 2018, at which the Complainants explained that they were not satisfied with the Respondents' progress to address the changes required in the 2016 Agreement. The Respondents maintain that they have taken appropriate action and that their operations are within normal farm practice.
10. BCFIRB retained Ministry of Agriculture, Regional Agrologists, Jim Forbes, PAg, and Christina Forbes, PAg as a Knowledgeable Persons (KP) under section 4 of the *FPPA* to prepare a report (the "KP Report"). They both testified at the hearing as an expert panel (the "Expert Panel").

11. The Expert Panel conducted a site visit of the Complainants' properties and the Respondents' property on October 15, 2019. The complaints were heard in Kelowna, BC on October 16 and 17, 2019.

B. ISSUE

12. Are the Complainants aggrieved by the Respondents' manure management, open feeding, livestock density, and associated practices, and if so, are the Respondents' farm operations in that regard in accordance with normal farm practice taking into account the context in which the Respondents operate?

C. PRELIMINARY ISSUE

13. Section 3 of the *FPPA* requires that for a complaint to be made against a farm operation that operation must be carried on as a farm business or as part of a farm business. "Farm business" and "farm operation" are defined by the Act:

"farm business" means a business in which one or more farm operations are conducted, and includes a farm education or farm research institution to the extent that the institution conducts one or more farm operations;

"farm operation" means any of the following activities involved in carrying on a farm business:

- (a) growing, producing, raising or keeping animals or plants, including mushrooms, or the primary products of those plants or animals;*
- (b) clearing, draining, irrigating or cultivating land;*
- (c) using farm machinery, equipment, devices, materials and structures;*
- (d) applying fertilizers, manure, pesticides and biological control agents, including by ground and aerial spraying;*
- (e) conducting any other agricultural activity on, in or over agricultural land;*

14. The question as to whether the Respondents' farm operations are carried on as part of a farm business was originally addressed in a June 23, 2016 summary decision by then BCFIRB Chair, John Les, in which he concluded:

Based on the submissions received, I cannot summarily dismiss this complaint as I am uncertain whether the respondent is carrying on some form of farm business given the magnitude of operations and activity reported by the complainants. In this instance, the only course open to me is to accept this complaint as filed and refer it to a panel for hearing. The panel, with the benefit of oral evidence and argument, can make its own determination as to whether the on-farm practices complained of relate to a farm operations conducted as part of a farm business and, if so, whether they accord with normal farm practice.

15. For this hearing, the Panel received submissions from the parties on the question of whether the Respondents' farm operation qualified as a farm business.
16. Mr. Tuovila submitted that Mr. Deleurme had claimed protection under the *FPPA* in past interactions with the City of Kelowna and Animal Control. He argued that the

Respondents operate as a farm business. He also referred to submissions provided to the Panel in the 2016 complaint, where the Complainants provided evidence of an advertisement for the Respondents' sales of goats, pigs and chickens.

17. Mr. Ruck submitted that Mr. Deleurme had represented his farm as a business in previous interactions, and referred to Tab 75 of Exhibit 2, a report from a bylaw officer in 2015, where the Respondents claim that "the animals had been their livelihood."
18. As part of his oral evidence as a Knowledgeable Person, Mr. Forbes made the following observations of the Respondents' cattle operation:

"Mr. Deleurme has avoided going for farm classification. And something that I did some numbers last night just for -- for argument's sake. The threshold, because he's on land that's less than .08 hectares, or 1.9 acres, the threshold would be \$10,000 to be able to -- to qualify for farm classification. If he were to sell those steers back in May, the steers and the heifers, at the market prices at that time, the -- the lowest amount would have been about \$21,000 and the highest amount would have been \$27,000, which readily exceeds the \$10,000 mark if he were to want to go for farm classification. I also point out that while they obviously enjoy giving these off-type cattle the extra care and attention they need to improve their health -- health and productivity, that level of economic activity would warrant farm classification if they were to apply."
19. Mr. Deleurme initially submitted that he did not operate as a farm business, stating that he operated his farm as a hobby not a livelihood, and that he did not generate any income from the farm. He later revisited his remarks, saying "We call our farm a hobby farm. Other people call it feedlot, even micro-feedlot, but, yes, we buy calves, we sell calves, so technically it's a business."
20. Based on the evidence provided by the parties and Mr. Forbes, the Panel determined that the Respondents' farm operates with the intention of generating income and meets the statutory requirements of a "farm business" under the *FPPA*, and is therefore subject to the responsibilities and protections offered under the *FPPA*.

D. KNOWLEDGEABLE PERSON (KP) (Jim Forbes, PAg, and Christina Forbes, PAg)

21. Mr. Forbes grew up in the Cariboo ranching industry and has been around cattle operations both large and small for over 40 years. He graduated with a Bachelor of Science in Agriculture from the University of Saskatchewan in 1986. From early in his career he has observed normal farm practices onsite with dairy farms, ranches and feedlots while working at a feed company based out of Armstrong. He has worked in many capacities throughout the province with the Ministry of Agriculture for the past 30 years including as a 4-H Specialist, a Livestock Agrolgist, a District Agriculturist, a Land Use Agrolgist, and a Provincial Beef & Bison Industry Specialist. Most of these positions have involved dealing with farm practices complaints in one form or another (many before this formal process was established). He was trained as an Environmental

Farm Planning Advisor in 2005 and had a hand in shaping the course materials for that program.

22. Ms. Forbes graduated with a Bachelor of Science (Agroecology) from the University of British Columbia in 2003. She grew up on a dairy farm in the Fraser Valley. Her career began with the Canadian Food Inspection Agency (CFIA) in the Peace River where she spent much of her time working on cattle farms, ranches, and feedlots. She moved to the Okanagan in 2008 and continued to work on farms and ranches in the area with the CFIA. She has worked as a Regional Agrologist with the Ministry of Agriculture since July 2018.
23. The Panel qualified Mr. and Ms. Forbes as experts in farm practices related to manure management, runoff, odour, and feeding practices, specifically including accepted industry practices. Their evidence was heard as an Expert Panel (defined above).
24. The Expert Panel made site visits to the Respondents' Property on January 30, 2019 and March 29, 2019. Their report was co-authored based on those visits and entered into evidence at the hearing. (the "KP Report", defined above)
25. The KP Report uses the terms of the 2016 Agreement negotiated with the assistance of Anne Skinner to assess whether the Respondents had made reasonable efforts to meet the standards to which they had previously agreed to.

Overview of operation

26. The Expert Panel described the Respondents' Property as a small-lot livestock operation in Kelowna BC. The property is 1.793 acres and is located within the Agricultural Land Reserve (ALR). The number and type of livestock on site fluctuates yearly. On the January 30th visit there were 20 calves, 3 goats and approximately 50 chickens on site.
27. The Tuovila property and the Respondents' Property were approved for subdivision from a larger parcel in 1985. Both properties have since been spot-zoned as RR3, which does not include agriculture as a permitted use. The City of Kelowna has provided a letter to the Respondents acknowledging that the ALR supersedes the bylaw, and that farm uses are allowed.
28. The KP Report describes the surrounding agricultural uses of neighboring properties including orchards, field crops, forages for pasture and hay, as well as horse stables. The report notes that properties to the north and north-east appear to have horses and the property to the east appears to be primarily residential. The property to the south of the Respondents' Property and the Ruck property is posted as Westbank First Nation Private Property.
29. In their evidence the Expert Panel described the Respondents' Property as a "micro-feedlot," adding that "this operation is fairly unique in B.C." as an intensive livestock operation on a very small lot and in close proximity to residential properties. The Expert

Panel noted that it is more common for small-scale feedlot operations of a similar kind to run on five to ten acres.

Summary of Complaints

30. The KP Report summarized the complaints as follows:

Tuovila:

1. Manure was not being removed as per the terms of the July 25, 2016 agreement between the parties. Manure had also been dumped in August of 2018 in the 10m exclusion zone and was being dumped on the edge of Mr. Deleurme's property near the driveway.
2. Mr. Tuovila is concerned about runoff onto his property.
3. Crows are dropping bread (some of it moldy) on the Tuovila property. That is hazardous to the health of his dog.
4. The location of the loading chute is creating conflict between Mr. Tuovila's dog and Mr. Deleurme when animals are being handled.

Ruck:

5. Concerns about air quality with respect to odour are adversely affecting the Ruck's ability to enjoy their outdoor space.
6. The Ruck's main complaint is the quantity of manure and stocking density. The manure has been spread in the exclusion area which is being used to grow garlic.
7. There are concerns over building setbacks and overhanging eaves troughs bringing excess water onto the Ruck property.
8. There were concerns expressed about rats.

Manure Management Practices

31. The KP Report noted the following in the factual background on the manure management practices complaint:

From the perspective of staff at the Ministry of Agriculture:

- The density of livestock on a parcel is a non-issue when the manure is managed appropriately to avoid environmental impact.
- On small lots where the manure is generated in excess of what can be beneficially utilized, that means that manure must be removed in balance with what is generated.

32. The report noted that Mr. Deleurme has purchased a self-dumping trailer to facilitate the annual removal of manure, and that he had recorded the number of loads of manure removed in 2017-18 and 2018-19. The report further confirmed that a local vegetable grower had confirmed that they received manure from Mr. Deleurme.

33. The Expert Panel stated that the Respondents are in compliance with the 2016 Agreement. They further recommended that yearly removal of manure should continue, though appropriate amounts of manure may be used in the production of vegetable crops on the premises.

34. In their evidence at the hearing, the Expert Panel testified that the *Environmental Farm Plan* (an established standard for farm operations) has an analysis based on intensity,

location and precipitation to help feedlot owners determine whether they need a hardened confined feeding area, or an earthen lot to comply with environmental regulations. According to their assessment of the Respondents' Property, with 20 cattle the Respondents were just below the threshold that would require a hardened lot.

35. With regards to the standards set for Environmental Farm Planning (EFP) and Beneficial Management Practices (BMPs) relating to manure management, the Expert Panel explained that there is more onus on producers to keep records of how much manure is generated, how many animals they have, and where manure is disposed of, particularly for small lot agriculture. However, they also noted that farm operations under five hectares are not held to the same standards of record keeping.
36. The Expert Panel stated that given the intensity of the Respondents' operation and the scrutiny that they have been under, it would be beneficial to have a nutrient management plan and to keep records of when manure is moved and where it is transported to.

Proximity

37. The KP Report refers to the 2016 Agreement, which states that there is to be no animal activity within the 10-meter exclusion zone, and that manure is not to be stored in the 10m exclusion zone or the feedlot area in front of the barn.
38. The Expert Panel found the Respondents had fenced off the 10-meter exclusion zone as required in the 2016 Agreement and spread manure in the area as a soil amendment to facilitate the growing of a garlic crop.
39. The KP Report also noted that manure deposited along the driveway was tilled in and utilized to grow corn.
40. The Expert Panel noted the exclusion zone was being maintained by fencing as per the 2016 Agreement, and that crop production was an appropriate use of the space. They stated that the manure was beneficially used as a soil amendment and recommended that the future application of manure be limited to every third year unless soil testing indicated it was required sooner for crop growth.
41. In evidence during the hearing, the Expert Panel noted that new regulations under section 17 of the *Code of Practice for Agricultural Environmental Management* establish setback requirements for different agricultural activities. They noted that, rearing or keeping livestock or poultry using a confined livestock area or confined poultry area having less than 10 animal units are required to be set back 30 metres back from a drinking water source, 5 meters from a watercourse other than drinking water and 1.5 meters from a property boundary. For operations with more than 10 animal units in which animals are fed, the required setbacks are 30 metres from a drinking water source, 30 metres from a watercourse other than drinking water, and 1.5 metres from a property boundary.

42. The Expert Panel explained that farm operations under five hectares are not necessarily subject to the requirements under environmental regulations, adding that it is “very much a grey area.”

Runoff

43. The KP Report describes the soil in the area as a sandy loam that is rapidly draining, and notes that low annual precipitation in the area means that precipitation is most often absorbed by the soil. The report states, “The only places where water is likely to runoff is on hard surfaces like roofs, roads and driveways.”
44. The Expert Panel referred to the gleied layer in the pen where the cattle are fed which prevents water from infiltrating into the soil. The report states that “water tends to be held in the organic matter in the manure until it can evaporate. In severe rain events there may be rainwater running into the ditch Mr. Deleurme created to run alongside his property to attempt to prevent runoff from entering Tuovila’s property.”
45. The Expert Panel stated that Mr. Deleurme was in compliance with his commitment to recontour the cattle pen to prevent runoff, and in creating a trench along the property border to prevent runoff from entering Mr. Tuovila’s property. The KP Report notes that no evidence of runoff was observed on either site visit. It also notes that the Expert Panel did not attend the Tuovila property during the March 2019 visit.
46. In their evidence during the hearing, the Expert Panel noted that if the 1.5m setbacks of the *Code of Practice for Agricultural Environmental Management* applied with regards to runoff, then the Respondents’ would be required to do more work to ensure that runoff was not going to cross a property line.
47. The Expert Panel testified that one of the tenets of EFP is that farmers should keep clean water clean, and water that has come in contact with livestock waste contained. They used the example of water running off a roof down a pipe and onto a driveway as clean water. If that water comes into contact with the confined feeding area or stored manure along the way, then it becomes contact water.
48. The Expert Panel testified that common practice with contact water is to contain it in a collection pond and use it to irrigate a pasture. Ditching contact water into a spot on your own property if it is contact water or ditching clean water down a slope to prevent contact is another common practice. There are currently no explicit guidelines for the construction of drainage ditches, and it is common to use “native materials” that are already on site. The use of porous materials to line a ditch may not be an issue if the water moves into a neighbouring area like a pasture where the moisture can be utilized, but it would be more a concern if it leached into a watercourse or another sensitive environment.

49. On cross-examination, the Expert Panel stated that any containment, collection or ditching with regards to runoff should be at least 1.5m from the property line and should ensure that runoff does not cross a property line.

Odour

50. The Expert Panel testified that they observed no issues with respect to odour during their site visits or on other visits to the Respondents' Property.
51. On the matter of composting slaughter waste, the Expert Panel said that farmers are allowed to compost slaughter waste with the exception of specified risk materials (SRM), and that it is a common practice.
52. Ms. Forbes testified that she attended the Respondents' Property to investigate an odour complaint relating to the disposal of slaughter waste while she was working with the Canadian Food Inspection Agency (CFIA). She stated that she found no issue with the Respondents' practices at that time.

Feeding practices

53. The KP Report noted that feeding stale dated bread and bakery waste, cull potatoes and other by-product feeds is a common strategy to provide energy in the ration and reduce feed costs.
54. The Expert Panel found no evidence of mold on the bread in the storage bin and concluded that the feeding practices on the Respondents' Property are in character with other operations that feed stale dated bread.
55. In their testimony, the Expert Panel suggested that less bread would escape the feeder if there was a rounded back and partial cover to prevent bread from falling out of the back of the feeder and onto the ground.

Rodents

56. The Expert Panel found no evidence of rodents on either visit to the Respondents' Property. The KP Report and the Expert Panel's oral evidence suggested that a nearby wooded area is a more likely source of rats at the Ruck property.

D. FARM PRACTICES PROTECTION (RIGHT TO FARM) ACT

57. These complaints were filed pursuant to section 3(1) of the *FPPA*:
 - 3 (1) If a person is aggrieved by any odour, noise, dust or other disturbance resulting from a farm operation conducted as part of a farm business, the person may apply in writing to the board for a determination as to whether the odour, noise, dust or other disturbance results from a normal farm practice.

58. Under section 3 of the FPPA, “If a person is aggrieved by any odour, noise, dust or other disturbance resulting from a farm operation conducted as part of a farm business, the person may apply in writing to the board for a determination as to whether the odour, noise, dust or other disturbance results from a normal farm practice.”
59. If, after a hearing, the Panel is of the opinion that the complainant is not in fact aggrieved by the complained of disturbance then the complaint is dismissed. If, the complainant is found to be aggrieved but the odour, noise, dust or other disturbance results from a normal farm practice, then the complaint is also dismissed. If the complainant is aggrieved and the disturbance results from a practice that is not a normal farm practice, BCFIRB may order the farmer to cease or modify the practice.
60. The Panel now turns to consider the first branch of the legal test.

Are the Complainants aggrieved by a disturbance from the Respondents’ Property?

61. There are six alleged disturbances involved in these complaints. The most significant complaints relate to issues with manure management, runoff, and lack of respect for setbacks. There are also complaints related to odour, feeding practices and the presence of rats.

Manure Management Practices

62. The Complainants are immediate neighbours to the Respondents and both Complainants testified to the impact of the Respondents’ manure management practices on their properties.
63. Both Complainants provided evidence of the high stock density on the Respondents’ Property during the period of 2013 to 2016, resulting in a large accumulation of manure on a small land base with two close neighbours. Photos entered into evidence demonstrated the presence of large manure piles in the feedlot area during the period of 2013 to 2015.
64. Lorriann Ruck was called as a witness by the respondent to speak to the nature of the complaints. In her evidence to the Panel, Mrs. Ruck said that she had counted 42 head of cattle on the Respondents’ Property in 2013 and 37 in early 2014 and had observed large piles of manure in the feedlot area.
65. Mr. Deleurme admitted that he “got carried away” with the number of calves that he purchased and fed following his retirement and recovery from health problems. He admitted that he does not keep a formal inventory of his livestock and does not have a written manure management plan.

66. In the 2016 Agreement, the Respondents agreed, among other things, to remove the manure build-up, to maintain a 10-meter exclusion zone for feeding livestock and manure storage, and to remove all manure from the Respondents' Property at least once a year. In accordance with the agreement, Mr. Deleurme removed over 60 cubic meters of manure from the feeding area and has maintained his commitment to remove excess manure at least once a year.
67. The Complainants agreed that a significant amount of manure was removed from the Respondents' Property following the 2016 Agreement, but they maintain that the work was incomplete and specifically did not address areas where the volume of manure had pushed through fencing and built up on their properties.
68. To clarify this issue, the Expert Panel followed up with Anne Skinner, the regional agrologist at that facilitated the 2016 Agreement and its implementation, and confirmed that the work to remove the manure build-up in the northeast corner of the paddock was completed.
69. Mr. Tuovila provided photographs of the build-up of manure and debris from the Respondents' Property pushing against the chain link fence on the property line to the west, showing the bulging wire and build-up against the cement retaining wall built within his property line. He also provided a land survey of the properties in question to support his evidence and other photographs of manure accumulating on his property.
70. Mr. Ruck submitted into evidence photographs that demonstrated the accumulation of manure on his side of the chain link fence that runs between the Respondents' paddock and his pasture. He maintains that the overflow of manure is causing problems with the irrigation heads that he has in the field and presents a safety issue for horses boarded in the pasture because the build-up has reduced the functional height of the fence.
71. Mr. Ruck provided photographs that demonstrated the build-up of manure as it has fallen through the chain link fence that separates the feeding area from the pasture where he boards horses. He testified that the build-up has functionally reduced the height of the fence by 12 to 14 inches – demonstrated by photos of a hole dug down to reveal the bottom of the chain link fence – putting horses in the pasture at risk because of the reduced fence height, and making it easier for the horses to hit their faces on the roof of a cattle shelter that Mr. Deleurme built to the property line.
72. Mr. Deleurme maintains that he removed the build-up of manure in his livestock paddock as part of the 2016 Agreement, and that he has followed the directions in the agreement to remove all manure from his yard in the spring since then. The only exception is the manure that he keeps for his gardens and a pile that he kept in 2018 for his garlic patch.
73. The Panel acknowledges the evidence provided in the KP Report and the level of cleanliness that they saw during their own visit to the site, where they found little evidence of manure build-up at the current time. That said, during the site visit it was

also evident that a significant amount of manure and debris had come through the fences onto the properties of Mr. Tuovila and Mr. Ruck.

74. The Panel acknowledges that there were only five head of cattle in the paddock at the time of the site visit – far lower than density levels reported in the KP Report, by the Complainants and even by the Respondents’ evidence.
75. Based on the evidence, the Panel finds the Complainants are aggrieved by the manure management practices on the Respondents’ Property.

Runoff

76. Mr. Tuovila was very clear that his central issue of complaint is the runoff from the Respondents’ Property into his yard.
77. Mr. Tuovila provided a contour map of the properties in question to show that the Respondents’ Property is uphill from his property, and that water will naturally flow downhill and through his yard carrying with it whatever it comes in contact with.
78. Mr. Tuovila provided evidence that he had taken extensive measures to prevent manure and runoff from flowing into his property over the years, including changing the location of his garden and building a concrete retaining wall along the south side of the property.
79. Mr. Tuovila submitted into evidence photographs of water pooling in the Respondents’ feeding area during the winter and spring, and videos showing water leaching into his backyard through the loose soil of the trench that runs next to the Respondents’ driveway and pushes against his property line to the east.
80. Mr. Tuovila also noted that the Respondents contributed to the runoff problem by piling snow from their driveway into the trench during the winter. He further noted that the Respondents pile manure along the opposite side of their driveway for their gardens, which sometimes generates runoff through the trench and into his yard.
81. Mr. Deleurme maintains that there is no runoff from his feed pen, and that any water that flows into the trench is clean water from the roof of the barn and the driveway. He told the Panel that he dug the trench at the direction of Anne Skinner as part of the 2016 Agreement, that he feels it is adequate, and that he is unable to do anything to improve the trench without damaging the cedar trees on Mr. Tuovila’s property.
82. Mr. Ruck expressed concerns about runoff from rain and snow on the roofs of two structures built immediately next to the property line he shares with the Respondents. He provided evidence of water running onto his property from the cattle shelter during a rainstorm, as well as ice and snow flowing over in the winter.

83. Mr. Deleurme provided photos and evidence that he has made the changes to the structures recommended in the 2016 Agreement – specifically, he has added gutters, downspouts and water barrels to contain runoff. He told the Panel that he knows there is still some rain and snow running off his shed onto the Ruck property, but he argues that that is a result of the weather and he is not breaking any laws or bylaws. He stated that when he built the structures, he built them to the property line because “I didn't see any reason why I should have a setback.” He reported the structures to the City of Kelowna after he received complaints, and the structures have since been “grandfathered” by the City of Kelowna with regards to their setback bylaws.
84. Both Complainants brought forth issues about manure and debris crossing onto their properties. This was identified as an issue in the original complaint, and the 2016 Agreement with the Respondents specified that the Respondents would implement the necessary measures, appropriate berms, retaining walls and functional trenches to ensure that all runoff and debris remains on the Respondents’ property and does not encroach onto either Complainants property. Evidence provided by the Complainants demonstrated that clearly that work has not been completed, and the Complainants are seeking a remedy in the form of a setback or retaining structures to prevent it continuing.
85. The Panel is compelled by the evidence provided by the Complainants and finds that the Complainant’s are aggrieved by runoff and debris from the Respondents’ Property.

Proximity

86. The Complainants claim that the Respondents have violated the 2016 Agreement’s provisions regarding the proximity of manure storage. The agreement specifically states that “the respondent agrees not to store manure in the 10-meter exclusion zone and feedlot area in front of the barn.” The Complainants submitted into evidence photos of a manure pile in the feedlot area in the spring of 2018 that they say remained there until August of 2018.
87. In his evidence, Mr. Ruck brought attention to the provisions of the 2016 Agreement that state: “The respondent agrees to implement the recommendations made by Anne Skinner with respect to the construction of a 10x10 manure containment into the slope in the area South of the barns and agrees to not store manure within 15m of the Ruck’s property to the West.” He emphasized that Mr. Deleurme chose not to use the containment area to store manure, rather he piled it in the feedlot area and within 15m of Mr. Ruck’s property before spreading it in the exclusion area, which Mr. Ruck feels is a further violation of the agreement by putting animal waste in the exclusion zone. He stated that he was concerned that these violations may be signalling a return to earlier practices for Mr. Deleurme.
88. Mr. Tuovila gave evidence that while the manure was stored in the feedlot area it was regularly trampled by livestock contributing to odour issues. He agreed with Mr. Ruck

that the presence of the manure pile in 2018 was a contravention of the 2016 Agreement.

89. Mr. Deleurme argues that he is respecting the 10m exclusion zone established in the 2016 Agreement. He gave evidence that he completed the work on the manure containment area, but that he has not used it for manure other than small amounts that he is composting for use on his lawn. He dug out all of the old manure as per the agreement and is now growing garlic in the livestock exclusion zone. He said the pile of manure that is the source of the 2018 complaint was being stored before it was spread as a soil amendment on the garlic patch.
90. Mr. Tuovila also put forward a complaint relating to the proximity of the cattle loading chute and head squeeze that Mr. Deleurme uses for treating cattle. He told the Panel that the chute's location has been a source of conflict because the sound of animals in distress causes his dog to bark resulting in a strong negative reaction from Mr. Deleurme. He added that on one occasion blood from an animal being treated in the chute sprayed onto his property landing in the nearby garden bed causing concerns about contamination. Mr. Tuovila is asking that the chute be moved to another location on the Respondents' Property.
91. Mr. Deleurme maintains that he has already relocated the chute, moving it an additional 5 feet from Mr. Tuovila's property line. He told the Panel that he has considered moving the chute further from the property line, but he could not find another suitable location.
92. During the site visit the Panel observed a black fabric privacy screen that Mr. Deleurme had hung on the fence between Mr. Tuovila's property and the loading chute. Mr. Tuovila maintains that it's the sound of the animals that is most distressing and Mr. Deleurme's reaction to the dog. He said that Mr. Deleurme does not give notice before the chute is used, so he does not know when to keep his dog in.
93. Based on the evidence, the Panel finds that the Complainants are aggrieved by the proximity of activities on the Respondents' Property.

Odour

94. Mr. Ruck gave evidence that between 2012 and 2016 the odour from the Respondents' Property was strong enough to affect his and his wife's enjoyment of their property. He speculated that Mr. Deleurme was composting slaughter waste and chicken waste with the manure resulting in a particularly noxious smell, though the panel notes he provided no direct evidence of that practice.
95. Mr. Ruck acknowledged that the odour has been significantly reduced since the excess manure was removed and Mr. Deleurme's practices changed with the implementation of the 2016 Agreement.

96. In her evidence, Mrs. Ruck said the odour issues from the Respondents' Property started in 2013. It is her belief that the number of livestock was too high for the size of the property, and that the volume of manure and the way that it was stored during that time contributed to the odour. She reported that she had a discussion with Mr. Deleurme in 2013 about the smell and the number of cattle on the property. At that time, she says he admitted that he made a mistake getting so many animals and was planning to cut back.
97. Mr. Tuovila gave evidence that he has been affected by odour related to manure storage, largely as a result of the large number of cattle kept on the Respondents' property. He admitted that he is less bothered by it than Mr. Ruck, who lives down-wind from the Respondents' property.
98. Based on the evidence provided and the contents of the 2016 Agreement, it is clear that the Complainants were previously aggrieved by issues of odour. The Panel notes that the evidence provided by the Complainants on the issue of odour spoke almost exclusively to conditions prior to 2016. Given that the Complainants did not bring forward any new evidence relating to odour to support their complaint, the panel finds insufficient evidence to conclude that the Complainants are currently aggrieved by odour.

Feeding Practices

99. The Complainants both expressed concern with the Respondents' practice of feeding bread scraps to the animals kept on the Respondents' property. Mr. Tuovila showed photos of molded bread scraps that he claimed had been dropped in his yard by birds. He stated that Mr. Deleurme was not using a proper feed bin, and that the bread scraps may be moldy. He was concerned about the impact of the bread scraps on his dog's health.
100. Mr. Ruck expressed concern that bread scraps were being dropped in his yard and could be eaten by the horses that they board or provide an attractive food source to vermin like rats or raccoons.
101. Mr. Deleurme stated that he has cancelled his bread order and has stopped the practice of feeding bread waste to reduce potential conflict with his neighbours
102. Given the lack of meaningful direct evidence, and that fact that Mr. Deleurme has stopped feeding bread scraps, the Panel finds that there is insufficient evidence that the Complainants are aggrieved by the Respondents' current feeding practices.

Rats

103. The Complainants provided no direct evidence with regards to rats and vermin. When asked about it directly, Mr. Tuovila stated that he included the rat issue in his complaint because he caught two rats on his property the week before and he wanted to include

that issue to cover his bases. He concluded by saying that the rat issue has not developed into an actual problem.

104. In his evidence, Mr. Ruck presented concerns about the possibility of rats on his property in the future as a result of the Respondents' farm practices rather than any evidence of an actual problem with rats in the present.
105. In the absence of evidence to support the complaint about rats, the Panel finds that the Complainants are not aggrieved by this matter.

Are the Respondents' practices with regards to manure management, runoff and proximity consistent with normal farm practice?

106. To determine whether a complained of practice falls within the definition of normal farm practice, the panel must determine whether the practice is "consistent with proper and accepted customs and standards as established and followed by similar farm businesses under similar circumstances." (*FPPA*, Part I)
107. This test requires a consideration of general industry practices, together with the specific contextual circumstances of the respondent farm itself and in relation to properties around it. The contextual analysis may involve asking what if any reasonable steps the farmer should take to mitigate disturbances resulting from the farm operations - sometimes called the "good neighbour principle": *Harrison v. Mykalb*, (January 30, 2013), *Ollenberger v. Breukelman* (November 18, 2005), *Eason v. Outlander Poultry Farms Ltd.* (March 10, 2000).
108. The normal farm practice test was discussed in detail in *Swart v. Holt*, (BCFIRB, January 12, 2016) at paragraphs 96-97 and we adopt the following reasoning in its entirety:
 96. It is important that the test for normal farm practice be clearly stated. It is pivotal to the operation of the *FPPA*. BCFIRB has been given primary responsibility to interpret this highly specialized and ambiguous term.
 97. BCFIRB is entitled to adopt any reasonable construction that it considers best achieves the objects of the *FPPA*. In our view, and to address any confusion that may arise from the Holt Court Decision on this issue, we find that the principles set out in *Pyke*, as adopted in BCFIRB decisions, are the principles that best achieve the objects of the *FPPA*. Only a fully contextual approach can meaningfully account for the words "proper" and "similar circumstances" in their context, and achieve the balancing of interests that is inherent in the very creation of a complaints structure. This also means, as set out by the BC Supreme Court in *Ollenberger* that this panel will consider if on application of the "good neighbour principle", it is required to go beyond accepted farm practices to order a farm to do something more in order for its practices to be consistent with normal farm practice. That is the approach we have applied to this case. [emphasis added]

109. The first step for the panel is to undertake a general assessment of industry standards to determine proper and accepted customs and standards in the BC small feedlot industry.
110. The Panel heard from the Expert Panel that the Respondents' current manure management practices are in compliance with the 2016 Agreement, and that the annual removal of excess manure and use of manure as soil enrichment are both consistent with industry practice.
111. The issue of runoff was not dealt with conclusively in the KP Report as the Expert Panel did not have an opportunity to observe runoff themselves. In response to evidence presented by Mr. Tuovila that illustrated that runoff can be an issue on his property, the Expert Panel responded by noting that runoff management on the Respondents' property does not comply with environmental regulations for confined livestock operations, and that the Respondents' are not using best practices recommended for their industry through programs like the *Environmental Farm Plan* or *Beneficial Management Practices*. However, the Expert Panel noted that these regulations are rarely enforced for properties under five hectares.
112. Mr. Deleurme admitted that he does not have a formal manure management plan, but that he usually piles up the manure from the feedlot in April and then hauls it out after it has dried sometime in May. He sometimes retains a couple of loads to add to his gardens or garlic patch.
113. Donald Marshall was called as a witness by the Respondents to speak to the quality of the Respondents' farm practices. Mr. Marshall is a cattle buyer for Longhorn Farms, a larger feedlot in the Kelowna area, and has worked on feedlots for 33 years. He is a regular visitor to the Respondents' property. Mr. Marshall testified that raising off-type calves requires more time, care and inputs than many people in the industry are willing to put in. He characterized the upkeep and cleanliness of the Respondents' property as "some of the best I have seen," and noted that the livestock are very well cared for.
114. Mr. Marshall spoke specifically to the issue of normal farm practices with respect to the Respondents' property. When questioned about manure management practices, he stated it was normal to have some build-up of manure slurry in corrals with cattle in the winter because the snow and water don't evaporate as quickly as they do in the summer. He added that it is normal farm practice to wait until spring to clean pens and remove manure. He also stated that having ice build-up on roofs is common in winter with the freeze-thaw cycle. When asked if he knew of other people in the Kelowna area who keep goats, chicken and cattle on the same property, he said there were many.
115. With regards to proximity of farming activities, the Expert Panel noted that the implementation of the exclusion zone recommended in the 2016 Agreement meant that the Respondents' feeding operations are largely compliant with normal farm practice. The Expert Panel referenced the recommended setbacks for livestock operations under the *Code of Practice for Agricultural Environmental Management*, section 17, which includes minimum distances of 30m from a drinking water source, 5m from a

watercourse other than drinking water, and 1.5m from a property boundary for confined feeding operations with fewer than 10 animals being fed; or 30m from a drinking water source, 30m from a watercourse other than drinking water and 1.5m from a property boundary for confined feeding operations with more than 10 animals.

116. The Panel notes that Section 17 of the *Code of Practice for Agricultural Environmental Management*, also addresses both the storage and application of agricultural waste and the recommended setbacks. With regards to temporary storage of manure, either in a permanent structure or in-field, the recommended setback from property lines is 4.5m. For “applying nutrient sources, other than wood residue or irrigation water, to land”, which would include spreading composted manure in a field or garden, it specifies only that it is “not on the property line.” Under s. 19, it indicates that setbacks may be greater or may be imposed where none is required if there’s reason to believe that “contaminated runoff, leachate or solids are or may be entering a drinking water source or watercourse or crossing a property boundary.”
117. It is not the role of the BC Farm Industry Review Board to enforce environmental regulations and bylaws – that is beyond our jurisdiction – rather the Panel finds these codes and defined practices useful as references to help determine the parameters of normal farm practice.
118. The Panel notes two concerns with respect to these setback guidelines for the Respondents’ property: (1) the drainage ditch runs immediately along the Tuovila property line and allows runoff to flow across the property boundary; (2) manure is being spread in the 10m exclusion zone, even as a soil amendment for the garlic patch, to the property line without being properly contained with a retaining structure or berm to prevent it from crossing property boundaries. The Panel finds that the Respondents’ practices as noted at (1) and (2) above are not in accordance with normal farm practice, specifically with regards to manure storage practices, runoff and proximity.
119. In the matter of the structures that Mr. Deleurme has built on the property line that he shares with Mr. Ruck, the Panel finds that these structures are also outside of normal farm practice. In his evidence Mr. Deleurme admitted that he willfully ignored setbacks when building the structures. In fact, he not only built the structures to the edge of his property, but in the case of the cattle shelter, it was overhanging the property line. In addition to the issue of water and snow runoff from the roof of the shelter, the Panel was compelled by the evidence of Mr. Ruck that the presence of the cattle shed poses a threat to the safety of the horses kept on his property.
120. At the heart of the issue for the Complainants is not whether the Respondents are or are not operating within normal farm practice. Rather, their argument is that the nature and intensity of the livestock operation that Mr. Deleurme has maintained over the past several years is inappropriate given the size of his property and proximity to other residences. They argue that they do not want to stop Mr. Deleurme from farming, but that when all the contextual factors are considered including the topography and the

proximity, any livestock production should be undertaken with the highest consideration of impacts on neighbouring properties.

121. We turn now to consider these contextual factors to determine whether the Respondents are required to go beyond accepted farm practices for the small feedlot industry and do something more in order for their practices to be consistent with normal farm practice.

Evidence at Hearing Regarding Contextual Factors

122. In summarizing the Complainants' evidence on contextual factors, given our preliminary finding above, we have expressly not considered whether the Respondents' Property contravenes local bylaws or the ambiguity of the property's zoning. Instead what follows is a summary of the Complainants' evidence of the relevant contextual factors which they argue ought to be taken into account in assessing whether the Respondents' are following normal farm practices for a small-scale intensive feedlot operation in close proximity to residential development.

Complainants' Evidence:

Topography and Siting

123. The Complainants provided evidence including maps and surveys to demonstrate that the Respondents' property is uphill from both of their properties, and that the flow of water and debris downslope has resulted in the accumulation of manure and debris on their properties. Mr. Tuovila argues "I do not believe it is proper farm practice to establish a feedlot uphill of an existing neighbouring property without consideration for the impact of that farming operation on downhill neighbours."
124. Mr. Tuovila provided evidence that changes to the residence on the Respondents' Property have changed the slope of the Respondents' driveway, increasing the volume of runoff into the trench and subsequently into Mr. Tuovila's yard.
125. Mr. Ruck states that the prevailing winds blow down off the mountains, across the Respondents' Property and to his home, and that odours from manure and slaughter waste composting have significantly affected his ability to enjoy his property. He told the Panel that, at times in the past, he has been unable to open windows or spend time in his yard. The issues with odour were largely resolved when Mr. Deleurme cleaned the feedlot area and removed the manure following the 2016 Agreement, but Mr. Ruck is very sensitive to how manure is stored and managed as a result of their earlier experience.
126. In the search for similarly situated farms, the Complainants have found very few that match the combination of small size and intensity of livestock operation. The Expert Panel noted in their evidence that the Respondents' property may be unique in BC and is certainly unique to Kelowna given the combination of the small size of the property, the intensity of livestock production and the close proximity to other residences.

127. The Complainants are asking for a 30m setback on cattle operations and 15m setback for all other livestock to mitigate the impacts of the Respondents' farm practices, recognizing that these restrictions would effectively prevent Mr. Deleurme from continuing his cattle feeding operation.

Intensity of livestock production

128. Mr. Tuovila gave evidence that his family farmed the parent property from 1970 to 1985, before the Ruck and Deleurme properties were subdivided. He described his family's mixed livestock operation and noted that they limited the number of large livestock on the property to four because they did not feel the small land base could support a higher density.
129. Both Complainants and Mrs. Ruck gave evidence that while the Respondents have always had some livestock on the property, the issues with odour and runoff became acute when Mr. Deleurme started buying significantly more animals and increasing the livestock density around 2013.
130. Mr. Tuovila gave evidence that at the time that the first complaint was filed with BCFIRB in 2016, he counted 28 head of cattle on the Respondents' property. He asserts that the number of livestock kept on the Respondents' property is excessive, creating issues with the volume of manure and odour.
131. The Complainants acknowledge that when cattle densities are lower and manure is removed regularly, the issues with manure, runoff and odour are significantly reduced. They request that the Panel orders a limit to the number of cattle permitted on the Respondents' property if the current setbacks are going to remain in place.

History of conflict & the 2016 agreement

132. As noted in the background, this hearing is the second complaint between these parties. The first complaints were filed on April 22, 2016. These complaints resulted in a mediated agreement between the parties and was settled on July 26, 2016.
133. While the initial manure removal was completed in the summer of 2016, the Complainants maintain that Mr. Deleurme either delayed implementation of other terms of the 2016 Agreement or failed to address them.
134. The Complainants maintain that they refiled their complaints related to this hearing on November 20, 2018 and November 29, 2018 to force the Respondents to abide by the terms of the 2016 Agreement and resolve the longstanding issues resulting from their farm practices.
135. The Complainants have documented a history of conflict with Mr. Deleurme going back several years before the 2016 complaint. Mr. Tuovila presented audio evidence and transcripts of a heated conversation with Mr. Deleurme in which Mr. Deleurme appears

to utter threats. The Panel acknowledges that these recordings are excerpts of conversations taken out of the full context of the conversation, however it is evident that the conflicts between these neighbours have taken on a personal tone, and that the trust between them has been broken.

136. The Complainants acknowledge that they previously agreed to lesser setbacks in order to allow Mr. Deleurme to continue farming, and in the hope that the 2016 Agreement would resolve the conflict. Since the terms of the agreement have not been fully met, they are now seeking more stringent setbacks and limitations on the Respondents' farming activities.

Respondents' Evidence:

137. Mr. Deleurme testified that he has been raising livestock on his property since 1985. He is substantially self-taught and has taken no courses, workshops or other formal education relating to farm practices. He characterized his livestock operation as a hobby and admitted that after he retired, he "got a little carried away" with the number of animals on the property. He maintained that he is cutting back on the number of livestock that he intends to keep, and that he is only producing for consumption by friends and family.
138. In his submissions and oral evidence, Mr. Deleurme provided a calculation for livestock density that he found on the internet. By his calculations and measurements, he stated that with 20 head of cattle on the property, he was able to provide double the recommended space per animal. When asked for more detail about this calculation, he was unable to provide a URL or information about the source of the information.
139. Mr. Deleurme argues that the small size of his property makes it nearly impossible to continue livestock operations with setbacks greater than the 10m exclusion zone established in the 2016 Agreement. The pasture to the east of his barn has a significant slope and is not a feasible location for a feeding pen due to the lack of space and infrastructure like the hay shed, water troughs and loading chute.
140. Mr. Deleurme stated that prior to 2015 there were never any conversations with the Complainants about problems with his farming, so he was surprised to receive two letters of complaint from his neighbours in February 2015.
141. Mr. Deleurme testified about the mediated agreement that he entered into with the Complainants in 2016. In his evidence he admitted that he learned a lot from his interactions with regional agrologist, Anne Skinner, about normal farm practices and the expectations of the ministry. In his words, "I didn't realize some of the things. I didn't realize that you had to have a setback on the manure. All that stuff I've learned through Anne, and I have applied." He expressed a willingness to have someone check up on his farm practices in the future, and acknowledged that it may be useful to put his manure management plan on paper and to have it reviewed.

142. Mr. Deleurme provided evidence that he had tried to address the recommendations in the 2016 Agreement and had completed specific actions with regard to manure management and setbacks in order to address his neighbours' concerns. In his words, "With 1.7 acres we have tried our best. We have spent thousands. We have put a ditch in. We have done what we felt was the best way of doing it and yet they keep complaining."
143. The Panel notes that the conflict appears to have become emotionally loaded and personal in nature. Notable in Mr. Deleurme's evidence were repeated comments about the Complainants saying he was "a bad farmer," and assertions that the Complainants were trying to shut him down.
144. Mr. Deleurme testified at length about the hardship that he and his wife have faced as a result of the scrutiny from their neighbours. He feels as though they are continually being watched and their farm activities being evaluated.

Findings Regarding Contextual Factors

145. The Panel acknowledges the evidence of the Expert Panel that the livestock operation in question is "unique in B.C." There are few if any similarly sited confined livestock operations due to the small footprint, high density and proximity to neighbouring residences. The Expert Panel offered evidence that most farms with similar activities operate on 5 to 10 acres, allowing more space for setbacks. Mr. Deleurme has admitted that the size of his acreage limits how he is able to farm, and that any further restriction or setbacks will limit his ability to continue feeding cattle on his property. In our view it is entirely reasonable to expect that a farmer operating in this unique context would take additional precautions to reduce the impact of farm activities on his neighbours and would modify his farm practices.
146. While Mr. Deleurme seems to be able to grasp the limitations of the space on his options and actions, he is either unwilling or unable to grasp the impact of his choices and farm practices on his neighbours. At its root, this complaint is not about whether or not the respondent is a "good farmer", but about whether he has given full consideration to what it means to be a "good neighbour."
147. In applying the "good neighbour" principal, the Panel acknowledges that Mr. Deleurme has made significant efforts to improve his farm practices. Despite his investment of time and money to address specific issues, Mr. Deleurme has refused to acknowledge or take action to alleviate the most significant complaints from his neighbours. As a result, the Panel concludes that Mr. Deleurme has taken some, but not all reasonable steps that a neighbourly farmer would normally employ in the circumstances. Most notably, Mr. Deleurme has refused to adequately address the issue of runoff onto Mr. Tuovila's property, and the containment of manure and debris to prevent it from accumulating on the neighbouring properties.

148. We have considered the Complainants arguments about livestock density and are compelled by their evidence that the more cattle that are on the Respondents' Property, the greater are the issues of containing manure and runoff. It therefore follows that if Mr. Deleurme is not willing or able to change how his farm operation is configured to accommodate conventional setbacks and waste management protocols, then he must operate within the limits of the space by limiting the number of cattle.
149. The Panel also acknowledges that the history of conflict between these neighbours makes it difficult for them to effectively communicate and trust each other.
150. Mr. Deleurme has demonstrated a willingness to work with qualified professionals to improve his understanding of expectations and requirements to improve his farm practices.
151. The *FPPA* was designed to protect farms as long as they follow normal farm practices. The legislature has made the fundamental policy decision that the right to farm in accordance with normal farm practice prevails over the disturbances caused by farming. It is not our role to apply the *FPPA* as if it were a nuisance or zoning statute, telling farmers, based on noise, odour or other impacts, what they can and cannot grow or harvest in areas provincially designated for agriculture. Where, as here, a normal farm practice produces a real and substantial disturbance, the farm operations prevail unless on the contextual analysis, modification is required. In this case the Panel finds that the contextual factors are significant and warrant the following orders to bring the Respondents' operations into alignment with normal farm practice for an operation of their kind.

ORDER

152. The Panel makes the following orders:
- a) That the Respondents consult a qualified professional in the preparation and implementation of a documented manure management plan for their farm, and to implement a system of record-keeping. The plan is to include a calculation of the maximum number of cattle that can reasonably be fed and housed on the property considering the issues of this complaint and the impacts on neighbouring properties and including seasonal variability;
 - b) That the Respondents work with a qualified professional to develop and implement a run-off management system for both contact and non-contact water on their property. The plan must specifically address improvements to the trench that borders Mr. Tuovila's property that respects a setback of 1.5m from the property boundary and includes measures to eliminate run-off and leaching of water across the property boundary;
 - c) That the Respondents build a retaining structure or establish an acceptable set-back along the property line with Mr. Ruck to prevent further overflow of manure and debris across the property boundary;

- d) That the Respondents remove debris built up along Mr. Tuovila’s concrete retaining wall, and build a retaining structure or establish an acceptable set-back along the property line to prevent further accumulation of manure and debris across the property boundary;
 - e) That the Respondents move the cattle shelter built along the property line with Mr. Ruck to respect a 1.5m setback from the property line or remove it completely;
153. The Panel orders the Respondents to present the manure management and run-off management plans and evidence of work completed to BCFIRB for review within six months of this decision.
154. Should the Respondents fail to provide the plans and evidence of work completed to BCFIRB for review within six months of this decision, the Panel will order the Respondents to cease cattle feeding operations on their property until the orders are met.
155. The Panel reserves the option to place a maximum limit on the number of cattle fed on the Respondents’ property.
156. In all other matters, the Panel upholds the terms of the 2016 Agreement and encourages the Respondents to continue to respect the boundaries and practices recommended within it.
157. The Panel makes no order with regards to cost.

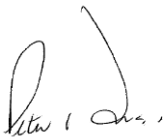
Dated at Victoria, British Columbia, this 10th day of February 2020

BRITISH COLUMBIA FARM INDUSTRY REVIEW BOARD

Per:



Tamara Leigh, Presiding Member



Peter Donkers, Chair



Dennis Lapierre, Member