

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Thursday, March 5, 2020
RDOS Boardroom – 101 Martin Street, Penticton

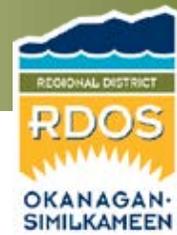
SCHEDULE OF MEETINGS

9:00 am	-	9:30 am	Planning and Development Committee
9:30 am		10:15am	Corporate Services Committee
10:15 am	-	10:30 am	Break
10:30am	-	10:45am	OSRHD Board
10:45am	-	11:45 am	RDOS Board
11:45 am	-		Lunch

“Karla Kozakevich”

Karla Kozakevich
RDOS Board Chair

2020 Notice of Meetings			
March 19	RDOS Board	OSRHD Board	Committee Meetings
April 2	RDOS Board		Committee Meetings
April 16	RDOS Board	OSRHD Board	Committee Meetings
May 7	RDOS Board		Committee Meetings
May 21	RDOS Board	OSRHD Board	Committee Meetings
June 4	RDOS Board		Committee Meetings



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
Planning and Development Committee

Thursday, March 5, 2020
9:00 am

AGENDA

A. APPROVAL OF AGENDA

RECOMMENDATION 1

THAT the Agenda for the Planning and Development Committee Meeting of March 5, 2020 be adopted.

B. ZONING BYLAW AMENDMENT – ELECTORAL AREAS “A”, “C”, “D”, “E”, “F” & “I” REGULATION OF METAL STORAGE (“SHIPPING”) CONTAINERS

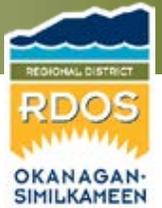
1. Bylaw No. 2895

RECOMMENDATION 2

THAT the Board of Directors initiate Amendment Bylaw No. 2895.

C. ADJOURNMENT

ADMINISTRATIVE REPORT



TO: Planning and Development Committee

FROM: B. Newell, Chief Administrative Officer

DATE: March 5, 2020

RE: Zoning Bylaw Amendment – Electoral Areas “A”, “C”, “D”, “E”, “F” & “I”
Regulation of Metal Storage (“Shipping”) Containers

Administrative Recommendation:

THAT the Board of Directors initiate Amendment Bylaw No. 2895.

Purpose:

The purpose of this report is to seek direction from the Board regarding the introduction of regulations governing the use and placement of metal shipping containers within the Okanagan Electoral Area zoning bylaws.

Background:

At its meeting of June 1, 2017, the Planning and Development (P&D) Committee considered an Administrative Report that addressed the regulation of metal storage containers.

It was noted at that time that the regulation of metal storage containers was already being undertaken by Penticton, Summerland and Oliver and that metal storage containers were only permitted by these municipalities in industrial and commercial zones, subject to some of the following provisions:

- limits on the stacking of containers to no more than two (2);
- excluding the placement of containers in residential zones;
- prohibiting the placement of containers between a principal building and the street frontage;
- prohibiting the placement of containers on required on-site parking spaces; and
- establishing a maximum number of containers per parcel (i.e. 10).

The P&D Committee subsequently resolved “that the Regional District introduce regulations governing the placement of metal storage containers and fabric structures as part of preparation of the draft Okanagan Electoral Area Zoning Bylaw.”

At its meeting of February 20, 2020, the Corporate Services Committee considered a Draft of the 2020 Corporate Action Plan. This Plan included, as an action, a “review the Area I Zoning Bylaw to establish controls for tiny homes, shipping containers and B&B at Apex Mountain Resort” [emphasis added] to be completed by Q4 2020.

Analysis:

Despite the Electoral Area Zoning Bylaws being silent on the use of metal storage (“shipping”) containers, Administration has interpreted these to be “accessory structures” that are allowed within

a zone provided they are being used in association with a principal permitted use and comply with all relevant zoning provisions (i.e. setback, building height, parcel coverage, etc.).

The use of metal storage containers within the Regional District, due to their versatility and ease of re-use for residential, agricultural, commercial and industrial purposes, has led to an occasional concern being expressed, including:

- aesthetic considerations (i.e. compatibility with residential neighbourhoods / highway commercial developments);
- safety concerns (i.e. targets for break-ins when being used for storage purposes); and
- Building Permit implications (i.e. confirmation the structure complies with the BC Building Code in relation to its intended re-use, appropriate setbacks from property lines).

In response to these considerations, as well as the experience of the member municipalities (as evidenced through their zoning regulations), it seems appropriate that metal storage containers only be permitted in the Industrial and Rural Zones (i.e. Resource Area, Agriculture & Large Holdings – all of which have a minimum parcel for subdivision of 4.0 ha).

Given the occurrence of commercial zones along major highway corridors (i.e. Highway 97) or within town centres such as Okanagan Falls, Naramata and Apex Village, it may be appropriate that storage containers be prohibited in these zones.

Similarly, storage containers should be prohibited from residential, administrative/institutional and parks and recreation zones.

It is proposed that an exception be made to these prohibitions if a valid building permit has been issued authorizing construction, in which case one (1) temporary shipping container may be sited but must be removed upon completion of the construction (i.e. occupancy provided).

Other proposed regulations include limiting the stacking of metal storage containers to a maximum of two (2), subject to the issuance of a building permit, and that the placement of storage containers comply with prescribed setbacks for accessory buildings and structures in the applicable zoning.

The recently adopted Building Bylaw No. 2805 requires siting permits for the placement of shipping containers to ensure that these structures will be placed in accordance with accessory building regulations in the future.

Alternatives:

- .1 THAT the Board of Directors direct staff to not initiate Amendment Bylaw No. 2895; or
- .2 THAT the Board of Directors direct staff to initiate Amendment Bylaw No. 2895, subject to the following amendments:
 - i) *TBD.*

Respectfully submitted:


C. Garrish, Planning Manager

Endorsed by:


B. Dollevoet, G.M. of Development Services

Attachments: No. 1 – Draft Amendment Bylaw No. 2895

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2895, 2020

A Bylaw to amend the Electoral Area "A", "C", "D", "E", "F" & "I" Zoning Bylaws

The REGIONAL BOARD of the Regional District of Okanagan-Similkameen in open meeting assembled, ENACTS as follows:

1. This Bylaw may be cited for all purposes as the "Regional District of Okanagan-Similkameen Shipping Container Regulations Zoning Amendment Bylaw No. 2895, 2020."
2. The "Electoral Area "A" Zoning Bylaw No. 2451, 2008" is amended by:
 - i) adding a new sub-section 7.27 (Metal Shipping Containers) under Section 7.0 (General Regulations) to read as follows:

7.27 Metal Storage Containers

- .1 Metal Storage Containers shall be considered an accessory building or structure and must meet the following criteria:
 - a) A metal storage container is permitted in the Resource Area, Agriculture, Large Holdings and Industrial zones provided that:
 - i) metal storage containers may only be stacked to a maximum of two (2) containers and subject to the prior issuance of a building permit; and
 - ii) metal storage containers shall be sited in accordance with the regulations for the siting of accessory buildings or structures.
 - b) Despite sub-section 7.27.1, one (1) metal storage container may be used for temporary storage during construction in any zone, provided that a valid building permit has been issued authorizing the construction. The metal storage container must be removed upon completion of the construction.

3. The "Electoral Area "C" Zoning Bylaw No. 2453, 2008" is amended by:

- i) adding a new sub-section 7.28 (Metal Shipping Containers) under Section 7.0 (General Regulations) to read as follows:

7.28 Metal Storage Containers

- .1 Metal Storage Containers shall be considered an accessory building or structure and must meet the following criteria:
 - a) A metal storage container is permitted in the Resource Area, Agriculture, Large Holdings and Industrial zones provided that:
 - i) metal storage containers may only be stacked to a maximum of two (2) containers and subject to the prior issuance of a building permit; and
 - ii) metal storage containers shall be sited in accordance with the regulations for the siting of accessory buildings or structures.
 - b) Despite sub-section 7.28.1, one (1) metal storage container may be used for temporary storage during construction in any zone, provided that a valid building permit has been issued authorizing the construction. The metal storage container must be removed upon completion of the construction.

- 4. The “Electoral Area “D” Zoning Bylaw No. 2455, 2008” is amended by:

- i) adding a new sub-section 7.28 (Metal Shipping Containers) under Section 7.0 (General Regulations) to read as follows:

7.28 Metal Storage Containers

- .1 Metal Storage Containers shall be considered an accessory building or structure and must meet the following criteria:
 - a) A metal storage container is permitted in the Resource Area, Agriculture, Large Holdings and Industrial zones provided that:
 - i) metal storage containers may only be stacked to a maximum of two (2) containers and subject to the prior issuance of a building permit; and
 - ii) metal storage containers shall be sited in accordance with the regulations for the siting of accessory buildings or structures.
 - b) Despite sub-section 7.28.1, one (1) metal storage container may be used for temporary storage during construction in any zone, provided that a valid building permit has been issued authorizing the construction. The metal storage container must be removed upon completion of the construction.

- 5. The “Electoral Area “E” Zoning Bylaw No. 2459, 2008” is amended by:

- i) adding a new sub-section 7.28 (Metal Shipping Containers) under Section 7.0 (General Regulations) to read as follows:

7.28 Metal Storage Containers

- .1 Metal Storage Containers shall be considered an accessory building or structure and must meet the following criteria:
 - a) A metal storage container is permitted in the Resource Area, Agriculture, Large Holdings and Industrial zones provided that:
 - i) metal storage containers may only be stacked to a maximum of two (2) containers and subject to the prior issuance of a building permit; and
 - ii) metal storage containers shall be sited in accordance with the regulations for the siting of accessory buildings or structures.
 - b) Despite sub-section 7.28.1, one (1) metal storage container may be used for temporary storage during construction in any zone, provided that a valid building permit has been issued authorizing the construction. The metal storage container must be removed upon completion of the construction.

- 6. The "Electoral Area "F" Zoning Bylaw No. 2461, 2008" is amended by:

- i) adding a new sub-section 7.29 (Metal Shipping Containers) under Section 7.0 (General Regulations) to read as follows:

7.29 Metal Storage Containers

- .1 Metal Storage Containers shall be considered an accessory building or structure and must meet the following criteria:
 - a) A metal storage container is permitted in the Resource Area, Agriculture, Large Holdings and Industrial zones provided that:
 - i) metal storage containers may only be stacked to a maximum of two (2) containers and subject to the prior issuance of a building permit; and
 - ii) metal storage containers shall be sited in accordance with the regulations for the siting of accessory buildings or structures.
 - b) Despite sub-section 7.29.1, one (1) metal storage container may be used for temporary storage during construction in any zone, provided that a valid building permit has been issued authorizing the construction. The metal storage container must be removed upon completion of the construction.

- 7. The "Electoral Area "I" Zoning Bylaw No. 2457, 2008" is amended by:

- ii) adding a new sub-section 7.31 (Metal Shipping Containers) under Section 7.0 (General Regulations) to read as follows:

7.31 Metal Storage Containers

- .1 Metal Storage Containers shall be considered an accessory building or structure and must meet the following criteria:
- a) A metal storage container is permitted in the Resource Area, Agriculture, Large Holdings and Industrial zones provided that:
 - i) metal storage containers may only be stacked to a maximum of two (2) containers and subject to the prior issuance of a building permit; and
 - ii) metal storage containers shall be sited in accordance with the regulations for the siting of accessory buildings or structures.
 - b) Despite sub-section 7.31.1, one (1) metal storage container may be used for temporary storage during construction in any zone, provided that a valid building permit has been issued authorizing the construction. The metal storage container must be removed upon completion of the construction.

READ A FIRST AND SECOND TIME this ____ day of _____, 2020.

PUBLIC HEARING held on this ____ day of _____, 2020.

READ A THIRD TIME this ____ day of _____, 2020.

I hereby certify the foregoing to be a true and correct copy of the "Regional District of Okanagan-Similkameen Shipping Container Regulations Zoning Amendment Bylaw No. 2895, 2020" as read a Third time by the Regional Board on this ____ day of _____, 2020.

Dated at Penticton, BC this ____ day of _____, 2020.

Corporate Officer

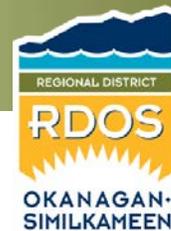
Approved pursuant to Section 52(3) of the *Transportation Act* this ____ day of _____, 2020.

For the Minister of Transportation & Infrastructure

ADOPTED this ____ day of _____, 2020.

Board Chair

Corporate Officer



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
Corporate Services Committee

Thursday, March 5, 2020

9:30 am

AGENDA

A. APPROVAL OF AGENDA

RECOMMENDATION 1

THAT the Agenda for the Corporate Services Meeting of March 5, 2020 be adopted.

B. CLOSED SESSION

RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)

THAT in accordance with Section 90(1)(c) and (g) of the Community Charter, the Committee close the meeting to the public on the basis of labour relations or other employee relations and litigation or potential litigation affecting the municipality.

C. PROTOCOL/PROCEDURE DISCUSSION – For Information Only

- a. Agenda Preparation
 - b. Email Procedure
 - c. Other Issues?
-

D. ADJOURNMENT

BOARD OF DIRECTORS MEETING

Thursday, March 5, 2020

10:30 am

BOARD MEETING AGENDA

A. ADOPTION OF AGENDA

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

THAT the Agenda for the Okanagan-Similkameen Regional Hospital District Board meeting of March 5, 2020 be adopted.

B. MINUTES

1. **OSRHD Board Meeting** – February 20, 2020

RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)

THAT the Minutes of the February 20, 2020 Okanagan-Similkameen Regional Hospital District Board meeting be adopted.

C. OSRHD FIVE YEAR PLAN

1. Bylaw No. 167, 2020

2. Schedule A

RECOMMENDATION 3 (Weighted Corporate Vote – 2/3 Majority)

THAT Bylaw No. 167, 2020, being a bylaw of the Okanagan Similkameen Regional Hospital District to approve the 2020-2024 Five Year Financial Plan, be read a third time and adopted.

D. ADJOURNMENT

OKANAGAN – SIMILKAMEEN

R E G I O N A L H O S P I T A L D I S T R I C T

BOARD OF DIRECTORS MEETING

Thursday, February 20, 2020

MEETING MINUTES

Minutes of the Board Meeting of the Okanagan-Similkameen Regional Hospital Board (OSRHD) of Directors held at 1:32 pm on Thursday, February 20, 2020, in the Boardroom, 101 Martin Street, Penticton, British Columbia.

MEMBERS PRESENT:

Chair P. Veintimilla, Town of Oliver
Vice Chair T. Boot, District of Summerland
Director M. Bauer, Village of Keremeos
Alt. Director K. Robinson, City of Penticton
Director G. Bush, Electoral Area "B"
Director B. Coyne, Electoral Area "H"
Director S. Coyne, Town of Princeton
Director R. Gettens, Electoral Area "F"
Director D. Holmes, District of Summerland
Director J. Kimberley, City of Penticton

Director R. Knodel, Electoral Area "C"
Director K. Kozakevich, Electoral Area "E"
Director S. McKortoff, Town of Osoyoos
Director S. Monteith, Electoral Area "I"
Director R. Obirek, Electoral Area "D"
Director M. Pendergraft, Electoral Area "A"
Director F. Regehr, City of Penticton
Alt. Director T. Cottrill, Electoral Area "G"
Director J. Vassilaki, City of Penticton

MEMBERS ABSENT:

Director J. Bloomfield, City of Penticton

Director T. Roberts, Electoral Area "G"

STAFF PRESENT:

B. Newell, Chief Administrative Officer
C. Malden, Manager of Legislative Services

J. Kurvink, Manager of Finance

A. ADOPTION OF AGENDA

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

THAT the Agenda for the Okanagan-Similkameen Regional Hospital District Board meeting of February 20, 2020 be adopted. - **CARRIED**

B. MINUTES**1. OSRHD Board Meeting – January 23, 2020****RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)****It was MOVED and SECONDED**

THAT the Minutes of the January 23, 2020 Okanagan-Similkameen Regional Hospital District Board meeting be adopted. - **CARRIED**

C. DIVISION OF FAMILY PRACTICE – For Discussion

Director Bauer left the Boardroom.

It was MOVED and SECONDED

THAT the RDOS further explore the feasibility of funding primary care facilities in the Region. – **CARRIED**

Opposed: Director Robinson

Director Bauer returned to the Boardroom.

D. 2020 – 2024 FINANCIAL PLAN

1. Bylaw No. 167, 2020
2. Schedule A
3. Letter

The Board discussed three budget scenarios.

RECOMMENDATION 3 (Weighted Corporate Vote – Simple Majority)**It was MOVED and SECONDED**

THAT the 2020 OSRHD Budget be prepared on the basis that the overall tax requisition remain the same as 2019. - **CARRIED**

RECOMMENDATION 4 (Weighted Corporate Vote – Simple Majority)**It was MOVED and SECONDED**

THAT Bylaw No. 167, 2020 Okanagan Similkameen Regional Hospital District 2020-2024 Five Year Financial Plan be read a first and second time. - **CARRIED**

E. ADJOURNMENT

By consensus, the meeting adjourned at 2:26 pm.

APPROVED:

CERTIFIED CORRECT:

P. Veintimilla
OSRHD Board Chair

B. Newell
Corporate Officer

ADMINISTRATIVE REPORT

TO: Okanagan-Similkameen Regional Hospital Board

FROM: B. Newell, Chief Administrative Officer

DATE: March 5, 2020

RE: Okanagan Similkameen Regional Hospital District 2020-2024 Five Year Financial Plan Bylaw No. 167, 2020

Administrative Recommendation:

THAT Bylaw No. 167, 2020, being a bylaw of the Okanagan Similkameen Regional Hospital District to approve the 2020-2024 Five Year Financial Plan, be read a third time and adopted.

Reference:

1. Bylaw No.167 (including Schedule A)
2. Interior Health 2020 Capital funding Request Letter

Background:

It is anticipated that requisitions will be maintained at a level to support completion of the hospital project and then sustain debt servicing after the project is complete. Nominal increases would still be expected for other factors affecting the financial plan such as inflation and changes to Interior Health's annual capital funding requests.

To comply with legislation, the Board must approve the budget by March 31st

Analysis:

- There is no requisition increase over 2019.
- Overall, the average residential property tax assessment decreases to \$112 from \$113.
- The capital funding requested by IHA and detailed in the attached letter is \$3,929,700.
- The transfer to capital reserve is budgeted at \$978,685 for 2020.
- Penticton Regional Hospital Building Patient Care Project
 - Ø Overall project cost estimated at \$117M
 - Ø Funding completion slated for 2022
 - Ø Five Year Financial Plan assumes debt taken over the course of the project will remain in short term until 2020, then be converted to long-term.
 - Ø Current estimated total long term debt required is \$68M (approximated 58% of project cost)

The requisition amounts appearing in Schedule "A", as attached to the bylaw are based on the 2020 Completed Assessment Roll data.

Respectfully submitted:

"John Kurvink, Manager of Finance/CFO"

J. Kurvink, Finance Manager

OKANAGAN-SIMILKAMEEN REGIONAL HOSPITAL DISTRICT

BYLAW NO. 167, 2020

A bylaw to adopt the 2020-2024 Five Year Financial Plan

WHEREAS the Board of the Okanagan-Similkameen Regional Hospital District, in open meeting assembled, enacts as follows;

1 Citation

1.1 This Bylaw shall be cited as the “Okanagan-Similkameen Regional Hospital District 2020-2024 Five Year Financial Plan Bylaw No 167, 2020”

2 Interpretation

2.1 In this bylaw:

- (a) Schedule “A” attached hereto and forming part of this bylaw is the 2020-2024 Five Year Financial Plan for the Okanagan-Similkameen Regional Hospital District for the year ending December 31, 2020

READ A FIRST AND SECOND TIME this 20th day February, 2020

READ A THIRD TIME AND ADOPTED this _____ day of _____, 2020

OSRHD Chair

Corporate Officer

Table of Contents

OSRHD Budget - Public Consultation	2
1 OKANAGAN SIMILKAMEEN REGIONAL HOSPITAL DISTRICT	2
2 OKANAGAN SIMILKAMEEN REGIONAL HOSPITAL DISTRICT (RHD)	3
3 OKANAGAN SIMILKAMEEN REGIONAL HOSPITAL DISTRICT (RHD)	4
4 OSRDH DRAFT BUDGET	5
5 Slide 5	6
6 Current Long Term Debt	7
7 Section 20(4) Reserves	8
RHD 2020-2024 Budget	9
RHDOS 20_21 Capital Requests Dec 19 - Board	10



OKANAGAN SIMILKAMEEN REGIONAL HOSPITAL DISTRICT

2020 DRAFT BUDGET



OKANAGAN SIMILKAMEEN REGIONAL HOSPITAL DISTRICT (RHD)

- Same Board as RDOS but separate entity with a separate budget
- The purpose of the RHD is to provide capital funding for health care facilities in the Region
 - equipment
 - facility construction/renovation
- Typically, RHD funds 40% of Interior Health's Capital Budget for the Region
- OSRHD 2020 Budget is \$20,164,000



OKANAGAN SIMILKAMEEN REGIONAL HOSPITAL DISTRICT (RHD)

- Penticton Patient Care Tower Project
 - \$259 Million Construction of Tower, Equipment \$21 Million, Phase 2 Construction \$23 Million
 - RHD contribution of \$117 Million expected to be funded approximately 58% from debt and the remainder from Reserves
- Tower Achieved Substantial Completion in December/18
- Phase 2 of Project will focus on renovation of existing areas of hospital
- Expected Projected Completion in 2022
- Other 2020 Capital equipment and improvement projects budgeted at \$3,929,700



OSRDH DRAFT BUDGET

	2020	2019	2018
Tax Requisition	\$6,447,140	\$6,447,140	\$6,377,840
Other Income	180,000	280,000	130,000
Transfer from Reserve	3,935,000	4,517,860	3,030,000
Debenture Proceeds	1,473,000	8,919,000	25,992,000
TOTAL REVENUE	\$12,035,140	\$20,164,000	\$35,529,840
Salaries and Honorariums	\$67,515	\$70,500	\$68,400
Capital Grants	7,864,700	5,903,460	5,612,300
Patient Care Tower	1,473,000	8,919,000	25,992,000
Miscellaneous Expenses	11,200	11,100	11,000
MFA Debt Repayment	1,635,040	1,941,140	1,146,140
Transfer to Reserves	983,685	3,318,800	2,700,000
TOTAL EXPENSES	\$12,035,140	\$20,164,000	\$35,529,840
Estimated Tax Rate / \$1,000	\$0.25624	\$0.26398	\$0.28449
Cost per Average Household \$427,427	\$111.69	\$112.83	\$111.59

(2020 Avg \$435,898; 2019 Avg \$427,427; 2018 Avg \$392,229)

OKANAGAN-SIMILKAMEEN REGIONAL HOSPITAL DISTRICT

REQUISITION SUMMARY - NOT INCLUDING ADJUSTMENTS



	(2020 Completed Roll) 2020 <u>REQUISITION</u>	(2019 Revised Roll) 2019 <u>REQUISITION</u>	<u>\$</u> <u>CHANGE</u>	<u>%</u> <u>Total</u>
PENTICTON	\$2,613,694	\$2,624,567	-\$10,873	40.540%
SUMMERLAND	866,261	866,087	174	13.436%
PRINCETON	171,760	174,327	-2,567	2.664%
OLIVER	311,876	307,684	4,192	4.837%
OSOYOOS	526,674	524,450	2,224	8.169%
KEREMEOS	69,582	70,389	-807	1.079%
PENTICTON INDIAN BAND	114,946	111,499	3,447	1.783%
ELECTORAL AREA A	182,992	176,632	6,360	2.838%
ELECTORAL AREA B	46,640	46,898	-258	0.723%
ELECTORAL AREA C	249,051	239,657	9,394	3.863%
ELECTORAL AREA D	343,148	350,872	-7,724	5.322%
ELECTORAL AREA E	245,108	250,609	-5,501	3.802%
ELECTORAL AREA F	153,602	157,696	-4,094	2.382%
ELECTORAL AREA G	93,953	93,740	213	1.457%
ELECTORAL AREA H	256,235	244,851	11,384	3.974%
ELECTORAL AREA I	201,618	207,182	-5,564	3.127%
TOTAL	<u>\$6,447,140</u>	<u>\$6,447,140</u>	<u>\$0</u>	<u>100.000%</u>



Current Long Term Debt

	Maturity		Dec 31/2019
MFA Issue	Date	S.I. #	Balance
73	2020	131	56,014
74	2021	131	119,881
75	2021	131	53,052
77	2022	131	1,130
			<hr/>
			230,077
			<hr/>

Short Term Debt = \$61,881,000.00



Section 20(4) Reserves

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>Capital Reserve Balance - Sec 20(4)</u>						
Opening Balance	16,839,700	18,643,564	15,687,249	12,933,094	2,483,124	2,425,164
Contributions	3,068,800	828,685	-	-	-	-
Contributions - V1st Term Deposits/MFA Investment Gains (Losses)	250,000	150,000	100,000	75,000	50,000	50,000
Reductions	(1,514,936)	(3,935,000)	(2,854,155)	(10,524,970)	(107,960)	(109,175)
Ending Balance	<u>18,643,564</u>	<u>15,687,249</u>	<u>12,933,094</u>	<u>2,483,124</u>	<u>2,425,164</u>	<u>2,365,989</u>

SCHEDULE A

**Okanagan-Similkameen Regional Hospital District
2020 - 2024 Annual Budget & 5 Year Financial Plan**

		0.000%	0.000%	0.000%	0.000%	0.000%
	2019	2020	2021	2022	2023	2024
	Annual	Annual	Annual	Annual	Annual	Annual
	Budget	Budget	Budget	Budget	Budget	Budget
Revenue						
Tax Requisition	6,447,140	6,447,140	6,447,140	6,447,140	6,447,140	6,447,140
Grants in Lieu of Taxes	25,000	25,000	25,000	25,000	25,000	25,000
Interest Income - Operating	5,000	5,000	5,000	5,000	5,000	5,000
Interest Income - Capital	250,000	150,000	100,000	75,000	50,000	50,000
MFA Debt Surplus	-	-	-	-	-	-
Transfer from Reserves - Capital Improvement Projects	-	-	154,155	106,970	107,960	109,175
Transfer from Reserve - PRH Patient Care Tower - Construction Phase	-	-	682,000	8,401,000	-	-
Transfer from Reserve - PRH Patient Care Tower - Project Reserve	-	-	2,018,000	2,017,000	-	-
Transfer from Reserves - CWFD of Capital Improvement Projects	4,517,860	3,935,000	-	-	-	-
Debt Proceeds	8,919,000	1,473,000	174,000	-	-	-
Total Revenue	20,164,000	12,035,140	9,605,295	17,077,110	6,635,100	6,636,315
Expenditures						
Regional Hospital District Debt - Sec. 23 (1) (a)						
Debt Payments - Principal	60,040	60,040	2,011,335	1,976,280	1,976,125	1,976,125
Debt Payments - Interest	36,100	984,475	1,910,095	1,896,795	1,896,750	1,896,750
Debt Payments - Short-Term Interest	1,845,000	590,525	-	-	-	-
Total Non-Shareable Debt	1,941,140	1,635,040	3,921,430	3,873,075	3,872,875	3,872,875
Administration Expenses - Sec 17 (2)						
Salaries & Wages (OCAO & Finance Department)	55,500	52,515	53,565	54,635	55,725	56,840
Board Remuneration	15,000	15,000	15,000	15,000	15,000	15,000
Audit	5,100	5,200	5,300	5,400	5,500	5,600
Legal Fees	1,000	1,000	1,000	1,000	1,000	1,000
Supplies/Misc/Travel	5,000	5,000	5,000	5,000	5,000	5,000
Total Section 17 (2)	81,600	78,715	79,865	81,035	82,225	83,440
Expenditure under Sec. 20(4)						
Minor Equipment Global Grant - IHA Requests	392,300	440,400	405,000	405,000	405,000	405,000
Capital Improvement Projects - IHA Requests	993,300	3,489,300	2,225,000	2,225,000	2,225,000	2,225,000
Capital Projects - PRH Patient Care Tower - Construction Phase	8,919,000	1,473,000	2,874,000	10,418,000	-	-
CWFD of Capital Improvement Projects	4,517,860	3,935,000	-	-	-	-
Grant In Aid Request - Penticton Medical Association	-	5,000	-	-	-	-
Transfer to Capital Reserve	3,318,800	978,685	100,000	75,000	50,000	50,000
Total Section 20(4)	18,141,260	10,321,385	5,604,000	13,123,000	2,680,000	2,680,000
Total Expenditures	20,164,000	12,035,140	9,605,295	17,077,110	6,635,100	6,636,315
Total Surplus (Deficit)	-	-	-	-	-	-
	2019	2020	Difference			
Tax Rate / \$1000 for residential property	0.26398	0.25624	-0.00774			
Average Tax Bill per residential property	\$112.83	\$111.69	-\$1.14			
Transfer to Reserve is operating surplus plus amount of debt reduction						
	2019	2020	2021	2022	2023	2024
Capital Reserve Balance - Sec 20(4)						
Opening Balance	16,839,700	18,643,564	15,687,249	12,933,094	2,483,124	2,425,164
Contributions	3,068,800	828,685	-	-	-	-
Contributions - V1st Term Deposits/MFA Investment Gains (Losses)	250,000	150,000	100,000	75,000	50,000	50,000
Reductions	(1,514,936)	(3,935,000)	(2,854,155)	(10,524,970)	(107,960)	(109,175)
Ending Balance	18,643,564	15,687,249	12,933,094	2,483,124	2,425,164	2,365,989

Interior Health
Okanagan Similkameen
Summary of Regional Hospital District Funding Request
for 2020/21

Facility	Location	Project Description	Total Budget	RHD Share	2020/21 Funding Request
		<u>Construction Projects over \$100,000</u>			
Princeton General Hospital	Princeton	Electrical Infrastructure Upgrade - Phase 1	\$ 1,150,000	\$ 460,000	\$ 460,000
Penticton Regional Hospital	Penticton	Medical Vacuum System Replacement	735,000	294,000	294,000
		<u>Construction Project under \$100,000</u>			
Summerland Health Centre	Summerland	UPS Replacement	95,000	38,000	38,000
		<u>IH-Wide IMIT</u>			
Regional		Various	1,064,250	425,700	425,700
		<u>Equipment over \$100,000</u>			
Penticton Regional Hospital	Penticton	CT Scanner	5,000,000	2,000,000	2,000,000
Penticton Regional Hospital	Penticton	Ultrasound (x2)	354,000	141,600	141,600
Penticton Regional Hospital	Penticton	Digital Video Cameras	325,000	130,000	130,000
		<u>Equipment under \$100,000 (Global Grant)</u>			
All Facilities		Equipment between \$5,000 and \$100,000	1,101,000	440,400	440,400
TOTAL			\$ 9,824,250	\$ 3,929,700	\$ 3,929,700



**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BOARD OF DIRECTORS MEETING**

Thursday, March 5, 2020

10:45 am

REGULAR AGENDA

A. APPROVAL OF AGENDA

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

THAT the Agenda for the RDOS Board Meeting of March 5, 2020 be adopted.

1. Consent Agenda – Corporate Issues

a. Similkameen Parks & Recreation Commission – February 4, 2020

THAT the Minutes of the February 4, 2020 Similkameen Parks & Recreation Commission meeting be received.

b. Advisory Planning Commission Electoral Area “D” – February 11, 2020

THAT the Minutes of the February 11, 2020 Advisory Planning Commission Electoral Area “D” meeting be received.

c. Electoral Area “F” Parks and Recreation Commission Annual General Meeting – February 11, 2020

THAT the Minutes of the February 11, 2020 Electoral Area “F” Parks and Recreation Commission Annual General Meeting be received.

d. Electoral Area “F” Parks and Recreation Commission – February 11, 2020

THAT the Minutes of the February 11, 2020 Electoral Area “F” Parks and Recreation Commission meeting be received.

e. Corporate Services Committee – February 20, 2020

THAT the Minutes of the February 20, 2020 Corporate Services Committee meeting be received.

THAT a letter be sent to MP Richard Canning and MP Dan Albas requesting that they advise the RDOS on any steps which the Federal Government may be taking with respect to the implementation of 5G Wireless and if so, what course of action is the Federal Government planning to research and prevent the possible damage to human health and the environment.

THAT the current Regional Grant in Aid Policy be upheld in current state.

THAT the Board undertake a review of the Overhead Policy and the Time Tracker Principles and Guidelines.

f. Environment and Infrastructure Committee – February 20, 2020

THAT the Minutes of the February 20, 2020 Environment and Infrastructure Committee meeting be received.

g. RDOS Regular Board Meeting – February 20, 2020

THAT the minutes of the February 20, 2020 RDOS Regular Board meeting be adopted.

RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)

THAT the Consent Agenda – Corporate Issues be adopted.

2. Consent Agenda – Development Services

a. Temporary Use Permit Application – 553 Tinhorn Creek Road, Electoral Area “C”

- i. Permit
- ii. Representation

THAT the Board of Directors approve Temporary Use Permit No. C2019.014-TUP, subject to the following condition:

- *That all deficiencies identified in the health and safety inspection are corrected by the applicant and inspected by an RDOS Building Official, prior to issuance.*

b. Temporary Use Permit Application – 4320 Black Sage Road, Electoral Area “C”

- i. Permit
- ii. Representation

THAT the Board of Directors approve Temporary Use Permit No. C2019.015-TUP, subject to the following condition:

- *That all deficiencies identified in the health and safety inspection be corrected by the applicant and inspected by an RDOS Building Official, prior to issuance.*

RECOMMENDATION 3 (Unweighted Rural Vote – Simple Majority)

THAT the Consent Agenda – Development Services be adopted.

B. DEVELOPMENT SERVICES – Rural Land Use Matters

1. Granite Creek – Heritage Services Agreement and Licence of Occupation

- a. Heritage Services Agreement
- b. License of Occupation

RECOMMENDATION 4 (Unweighted Corporate Vote – Simple Majority)

THAT the Licence of Occupation for the Granite Creek site be cancelled.

2. OCP & Zoning Bylaw Amendment – Composting Operation, Electoral Area “H”

- a. Bylaw No. 2498.20
- b. Representation

RECOMMENDATION 5 (Unweighted Rural Vote – Simple Majority)

THAT Bylaw No. 2498.20, 2020, Electoral Area “H” Zoning Amendment Bylaw be read a first and second time and proceed to a public hearing; and,

THAT the holding of a public hearing be scheduled for the Regional District Board meeting of April 2, 2020; and,

THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.

3. **Official Community Plan (OCP) & Zoning Bylaw Amendment – Electoral Area “I” Apex Mountain Zone Review**
 - a. Bylaw No. 2603.03
 - b. Bylaw No. 2457.26
 - c. Representation

RECOMMENDATION 6 (Unweighted Rural Vote – Simple Majority)

THAT Bylaw No. 2603.03, 2020, Electoral Area “I” Official Community Plan Amendment Bylaw and Bylaw No. 2457.26, 2020, Electoral Area “I” Zoning Amendment Bylaw be read a first and second time and proceed to public hearing; and,

THAT the Board of Directors considers the process, as outlined in this report from the Chief Administrative Officer dated March 5, 2020, to be appropriate consultation for the purpose of Section 475 of the *Local Government Act*; and,

THAT, in accordance with Section 477 of the *Local Government Act*, the Board of Directors has considered Amendment Bylaw No. 2603.03, 2020, in conjunction with its Financial and applicable Waste Management Plans; and,

THAT the holding of a public hearing be scheduled for the Regional District Board meeting of April 2, 2020; and,

THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.

4. **Zoning Bylaw Amendment – Duplex Zone Review (Residential Zone Update – Phase 2) Electoral Areas “A”, “C”, “D” & “E”**
 - a. Bylaw No. 2886
 - b. Representation

RECOMMENDATION 7 (Unweighted Rural Vote – Simple Majority)

THAT Bylaw No. 2886, 2020, Regional District of Okanagan-Similkameen Duplex Zone Update Amendment Bylaw be read a first and second time and proceed to public hearing; and,

THAT the holding of a public hearing be scheduled for the Regional District Board meeting of April 2, 2020; and,

THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.

C. FINANCE

1. Purchase of snowmobile for China Ridge Trail Association – Electoral Area “H”
 - a. Bylaw No. 2894

RECOMMENDATION 8 (Weighted Corporate Vote – 2/3 Majority)

THAT Bylaw No. 2894, 2020, Electoral Area “H” Community Facilities Capital Reserve Fund Expenditure Bylaw authorizing the expenditure of \$18,000 towards the purchase of a snowmobile by the China Ridge Trail Association be read a first, second and third time and be adopted.

D. LEGISLATIVE SERVICES

1. Naramata Fire Service Area Petition
 - a. Bylaw No. 2893

RECOMMENDATION 9 (Unweighted Corporate Vote – Simple Majority)

THAT Bylaw No. 2893, 2020 Naramata Fire Prevention and Suppression Local Service Establishment Amendment Bylaw be read a first, second and third time.

2. RDOS Fees and Charges Bylaw No. 2877, 2020
 - a. Bylaw No. 2877 - mark up
 - b. Bylaw No. 2877 - clean

RECOMMENDATION 10 (Weighted Corporate Vote – 2/3 Majority)

THAT Regional District of Okanagan-Similkameen Fees and Charges Bylaw No. 2877, 2020 be read a second and third time, and adopted.

3. Council of Forest Industries

RECOMMENDATION 11 (Unweighted Corporate Vote – Simple Majority)

THAT the Regional District appoint Director Bob Coyne as the Regional District of Okanagan-Similkameen representative to the BC Council of Forest Industries 2020 convention.

4. Water Use Regulation
 - a. Bylaw No. 2824.01

RECOMMENDATION 12 (Unweighted Corporate Vote – 2/3 Majority)

THAT Bylaw 2824.01, Water Use Regulation Amendment Bylaw, be read a first, second and third time, and adopted.

E. CAO REPORTS

1. Verbal Update
-

F. ITEMS COMING OUT OF CLOSED SESSION – Corporate Services Committee, March 5, 2020

G. OTHER BUSINESS

1. Chair's Report

2. Directors Motions

3. Board Members Verbal Update

H. ADJOURNMENT



MINUTES

Similkameen Recreation Commission

Tuesday, February 4, 2020 @ 6:30 PM

Keremeos Recreation Centre

Members Present: Tom Robins, Duncan Baynes, Selena Despres,
Absent: Jennifer Roe, Tim Austin, George Bush (Area “B”), Jeremy Evans
(Village of Keremeos), Arden Holley (Village of Keremeos_
Area Representatives: Tim Roberts (Area “G”)
Staff: Andy Foster
Recording Secretary: Andy Foster
Guests Darrell Taylor

1. APPROVAL OF AGENDA

RECOMMENDATION

IT WAS MOVED AND SECONDED

That; the Agenda for the February 4, 2020 Similkameen Recreation meeting be approved.

CARRIED

2. APPROVAL OF LAST MEETING MINUTES

RECOMMENDATION

IT WAS MOVED AND SECONDED

That; the minutes for the January 14, 2020 Similkameen Recreation meeting be approved.

- **CARRIED**

3. CORRESPONDENCE/DELEGATIONS/PUBLIC QUESTIONS

Mail request from Tim Austin, to hold Commission meetings every second month.

RECOMMENDATION

IT WAS MOVED AND SECONDED That; regular meeting for the Similkameen Recreation Commission be held every second month.

- **CARRIED**

4. RDOS STAFF REPORTS

4.1 Recreation Facility Updates

- Alarm Pass System has been initiated
- Zamboni purchased
- Camera System update for Gym
- Investigating bowling lane replacement options and how it may affect scoring system



MINUTES

Similkameen Recreation Commission

Tuesday, February 4, 2020 @ 6:30 PM

Keremeos Recreation Centre

4.2 Pool Facility Updates

- None provided

4.3 Program and Event Updates

- Working with Schools for Art Project
- Family Day overview

4.4 Budget Updates

- Removed \$30,000 capital line for surface and painting rink concrete
 - Increase revenue by \$5000 for fitness centre
-

5. COMMISSION MEMBER REPORTS

- None provided
-

6. RDOS DIRECTOR REPORTS

6.1 Village of Keremeos

- None provided

6.2 Electoral Area "B"

- None provided

6.3 Electoral Area "G"

- None provided
-

7. BUSINESS ARISING

8. ADJOURNMENT

RECOMMENDATION

IT WAS MOVED AND SECONDED that; the February 4, 2020 Similkameen Recreation meeting be adjourned.

– CARRIED

NEXT MEETING: Tuesday, April 7, 2020

Similkameen Recreation Centre

Minutes

Electoral Area “D” Advisory Planning Commission

Meeting of Tuesday, February 11, 2020

Okanagan Falls Community Centre (Gymnasium)

1141 Cedar Street, Okanagan Falls, BC

Present: Ron Obirek, Director, Electoral Area “D”
Members: Doug Lychak, Navid Chaudry, Malcolm Paterson, Almira Nunes, Jerry Stewart, Norm Gaumont, Kelvin Hall, Kurtis Hiebert
Absent: Jill Adamson, Alf Hartiksen, Don Allbright,
Staff: Christopher Garrish, Planning Manager
Sue Gibbons, Recording Secretary

Delegates: Ross & Patricia Lindquist

1. CALL TO ORDER

The meeting was called to order at 7:04 p.m.

2. ADOPTION OF AGENDA

MOTION

It was Moved and Seconded that the Agenda be adopted.

CARRIED

3. APPROVAL OF PREVIOUS MEETING MINUTES

MOTION

It was Moved and Seconded by the APC that the Minutes of December 10, 2019 be approved.

The Chair called for errors or omissions and there were none.

CARRIED

4. DEVELOPMENT APPLICATIONS

4.1 D00796.180 / (D2019.036-DVP) – Development Variance Permit Application

Delegates: Lindquist, Ross & Patricia

Discussion

MOTION

It was Moved and Seconded that the APC recommends to the RDOS Board that the subject development application be approved.

CARRIED UNANIMOUSLY

5. OTHER

APC Bylaw No. 2339 5.1 – Chair of the Commission

Election of the Chair, Vice-Chair and Secretary (to be performed at the first meeting of each new year – *Section 5.1; Bylaw No. 2339*)

Doug Lychak was nominated for Chair

Kurtis Hiebert was nominated for Vice-Chair

MOTION

It was Moved and Seconded that the APC appoint Doug Lychak as Chair and Kurtis Hiebert as Vice-Chair.

CARRIED

6. ADJOURNMENT

MOTION

It was Moved and Seconded that the meeting be adjourned at 7:26 pm.

CARRIED

Advisory Planning Commission Chair

Advisory Planning Commission Recording Secretary



MINUTES

Electoral Area “F” Parks and Recreation Commission Annual General Meeting

February 11, 2020 @ 7:00 pm
RDOS Office – 101 Martin Street Penticton, BC

- Members:** Ben Arcuri, Darryl Dietrich, Ben Johnson, Tristan Mennell
- Absent:** Warren Everton, Jane Windeler
- Area ‘F’ Director:** Riley Gettens
- Staff:** Adrienne Fedrigo (Recreation Coordinator), Augusto Romero (Recreation Manager), Mark Woods (GM Community Services)
-

1. APPROVAL OF AGENDA

RECOMMENDATION

IT WAS MOVED AND SECONDED That the Agenda for the Electoral Area F Parks & Recreation Commission Meeting of February 11, 2020 be adopted.

CARRIED

2. APPROVAL OF LAST AGM MEETING MINUTES – January 30, 2019

RECOMMENDATION

IT WAS MOVED AND SECONDED That the minutes of the Electoral Area F Parks & Recreation Commission Meeting of October 1, 2019 be adopted.

CARRIED

3. Director calls for nominations for Chairperson

RECOMMENDATION

IT WAS MOVED AND SECONDED That Ben Arcuri be appointed Chair of the Electoral Area F Parks & Recreation Commission

CARRIED

4. Chair calls for Discretionary Positions

No discretionary positions were filled. RDOS staff to take minutes.

5. ADJOURNMENT - 7:10pm



MINUTES

Electoral Area “F” Parks and Recreation Commission Meeting

February 11, 2020 @ 7:10 pm
RDOS Office – 101 Martin Street Penticton, BC

Members: Ben Arcuri, Darryl Dietrich, Ben Johnson, Tristan Mennell

Absent: Warren Everton, Jane Windeler

Area ‘F’ Director: Riley Gettens

Staff: Adrienne Fedrigo (Recreation Coordinator), Augusto Romero (Recreation Manager), Mark Woods (GM Community Services)

1. APPROVAL OF AGENDA

RECOMMENDATION

IT WAS MOVED AND SECONDED That the Agenda for the Electoral Area F Parks & Recreation Commission Meeting of February 11, 2020 be adopted.

CARRIED

2. APPROVAL OF LAST AGM MEETING MINUTES – January 30, 2019

RECOMMENDATION

IT WAS MOVED AND SECONDED That the minutes of the Electoral Area F Parks & Recreation Commission Meeting of October 1, 2019 be adopted.

CARRIED

3. CORRESPONDENCE/DELEGATIONS

None

4. RDOS STAFF REPORTS

4.1. Recreation Program

4.1.1. Proposed quarterly reporting

4.1.2. Program guide

4.1.3. Age Friendly and Child Care grants

Recreation staff provided an update regarding the Recreation programs and upcoming grants.

4.2. Donation program (benches, trees)

The short-listed bench designs were reviewed and discussed. A final selection will be made by the Commission at a later date, then added to the RDOS donation policy.



MINUTES

Electoral Area “F” Parks and Recreation Commission Meeting

February 11, 2020 @ 7:10 pm
RDOS Office – 101 Martin Street Penticton, BC

4.3. Regional Parks and Trails Master Plan

Staff provided an update regarding the upcoming RDOS Regional Trails Master Plan process to be commenced in early spring 2020.

4.4. Park Start-up

RDOS Parks crews will be commencing spring park start-up beginning with Mariposa Park for Easter weekend. Selby will be opened at a later date.

4.5. Selby Playground Grand Opening

RECOMMENDATION

IT WAS MOVED AND SECONDED That the Selby Park Playground Grand Opening be carried out on Sunday May 31. **CARRIED**

Tristen Mennell has offered to cook hot dogs for the event. RDOS staff will arrange for the Recreation Physical Activity Trailer (PAT) to be on site for the event. The proposed time is 11:00am to 1:00pm.

4.6. Future Projects – Long term plan

The Commission discussed future projects for the parks including Pickle ball courts, a bike repair station a viewpoint bench for the water tower. The items will be added to the 5 year capital plan for future budget discussions.

5. RDOS DIRECTOR REPORT

5.1. School District use agreement/development plan

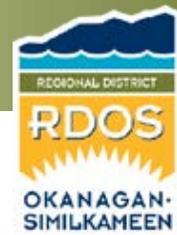
A status update was provided on the proposed “use agreement” of the school and potential development plan for the site.

6. BUSINESS ARISING

6.1. Ben Johnson provided an update on the November 2019 Cyclocross race at Mariposa Park. The event was a great success.

6.2. The Commission agreed to consider pre-set schedule of 4 meetings each year. Additional special meetings can be scheduled as needed. Staff to propose meeting dates.

5. ADJOURNMENT – 8:30pm



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
Corporate Services Committee

Thursday, February 20, 2020

9:05 am

MINUTES

MEMBERS PRESENT:

Chair K. Kozakevich, Electoral Area "E"	Director R. Knodel, Electoral Area "C"
Vice Chair D. Holmes, District of Summerland	Director S. McKortoff, Town of Osoyoos
Director M. Bauer, Village of Keremeos	Director S. Monteith, Electoral Area "I"
Alt. Director K. Robinson, City of Penticton	Director R. Obirek, Electoral Area "D"
Director T. Boot, District of Summerland	Director M. Pendergraft, Electoral Area "A"
Director G. Bush, Electoral Area "B"	Director F. Regehr, City of Penticton
Director B. Coyne, Electoral Area "H"	Alt. Director T. Cottrill, Electoral Area "G"
Director S. Coyne, Town of Princeton	Director J. Vassilaki, City of Penticton
Director R. Gettens, Electoral Area "F"	Director P. Veintimilla, Town of Oliver
Director J. Kimberley, City of Penticton	

MEMBERS ABSENT:

Director J. Bloomfield, City of Penticton	Director T. Roberts, Electoral Area "G"
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STAFF PRESENT:

B. Newell, Chief Administrative Officer	J. Kurvink, Manager of Finance
C. Malden, Manager of Legislative Services	

A. APPROVAL OF AGENDA

RECOMMENDATION 1

It was MOVED and SECONDED

THAT the Agenda for the Corporate Services Meeting of February 20, 2020 be adopted. - **CARRIED**

B. 5G WIRELESS TECHNOLOGY – For Information Only

1. Delegation – Mr. David Balfour

It was MOVED and SECONDED

THAT a letter be sent to MP Richard Canning and MP Dan Albas requesting that they advise the RDOS on any steps which the Federal Government may be taking with respect to the implementation of 5G Wireless and if so, what course of action is the Federal Government planning to research and prevent the possible damage to human health and the environment.

- **CARRIED**

Director G. Bush entered the meeting at 9:28 am.

C. **CORPORATE ACTION PLAN 2020 DRAFT– For Information Only**

D. **REGIONAL GRANT-IN-AID POLICY**

1. Revised Policy

It was MOVED and SECONDED

THAT the current Regional Grant in Aid Policy be upheld in current state.

- **CARRIED**

Opposed: Directors Obirek, Regehr, Robinson, Holmes, Vassilaki, Monteith, Kimberley

E. **TIME TRACKER PRINCIPLES**

1. Time Tracker Guidelines

It was MOVED and SECONDED

THAT the Board undertake a review of the Overhead Policy and the Time Tracker Principles and Guidelines. – **CARRIED**

Opposed: Directors B. Coyne, Gettens, McKortoff, Boot, S. Coyne, Veintimilla

F. **CLOSED SESSION**

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

THAT in accordance with Section 90(1)(c) and (g) of the Community Charter, the Committee close the meeting to the public on the basis of labour relations or other employee relations and litigation or potential litigation affecting the municipality. - **CARRIED**

The meeting closed to the public at 11:22 am.

The meeting opened to the public at 12:05 pm.

G. **ADJOURNMENT**

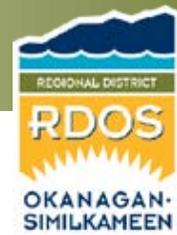
By consensus, the Corporate Services Committee meeting adjourned at 12:05 pm.

APPROVED:

CERTIFIED CORRECT:

K. Kozakevich
RDOS Board Chair

B. Newell
Corporate Officer



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN Environment and Infrastructure Committee

Thursday, February 20, 2020
12:31 pm

MINUTES

MEMBERS PRESENT:

Chair G. Bush, Electoral Area "B"	Director. K. Kozakevich, Electoral Area "E"
Vice Chair R. Gettens, Electoral Area "F"	Director S. McKortoff, Town of Osoyoos
Director M. Bauer, Village of Keremeos	Director S. Monteith, Electoral Area "I"
Director K. Robinson, City of Penticton	Director R. Obirek, Electoral Area "D"
Director T. Boot, District of Summerland	Director M. Pendergraft, Electoral Area "A"
Director B. Coyne, Electoral Area "H"	Director F. Regehr, City of Penticton
Director S. Coyne, Town of Princeton	Alt. Director T. Cottrill, Electoral Area "G"
Director D. Holmes, District of Summerland	Director J. Vassilaki, City of Penticton
Director J. Kimberley, City of Penticton	Director P. Veintimilla, Town of Oliver
Director R. Knodel, Electoral Area "C"	

MEMBERS ABSENT:

Director J. Bloomfield, City of Penticton	Director T. Roberts, Electoral Area "G"
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STAFF PRESENT:

B. Newell, Chief Administrative Officer	N. Webb, Gen. Mgr. of Public Works
C. Malden, Legislative Services Manager	

A. APPROVAL OF AGENDA

RECOMMENDATION 1

It was MOVED and SECONDED

THAT the Agenda for the Environment and Infrastructure Committee Meeting of February 20, 2020 be adopted. – CARRIED

B. OKANAGAN CLIMATE CHANGE PROJECTIONS PROJECT

Gillian Aubie Vines from Principal, Pinna Sustainability Inc. presented to the Board.

C. KEREMEOS LANDFILL CLOSURE UPDATE – For Information Only

D. RDOS AGRICULTURAL WASTE CHIPPING PROGRAM – For Information Only

1. Attachment

E. ADJOURNMENT

By consensus, the Environment and Infrastructure Committee meeting adjourned at 12:55 pm.

APPROVED:

CERTIFIED CORRECT:

G. Bush
Environment and Infrastructure Committee Chair

B. Newell
Chief Administrative Officer



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN BOARD OF DIRECTORS MEETING

Minutes of the Regular Board Meeting of the Regional District of Okanagan-Similkameen (RDOS) Board of Directors held at 2:30 pm on Thursday, February 20, 2020 in the Boardroom, 101 Martin Street, Penticton, British Columbia.

MEMBERS PRESENT:

Chair K. Kozakevich, Electoral Area "E"	Director R. Knodel, Electoral Area "C"
Vice Chair D. Holmes, District of Summerland	Director S. McKortoff, Town of Osoyoos
Director M. Bauer, Village of Keremeos	Director S. Monteith, Electoral Area "I"
Alt. Director K. Robinson, City of Penticton	Director R. Obirek, Electoral Area "D"
Director T. Boot, District of Summerland	Director M. Pendergraft, Electoral Area "A"
Director G. Bush, Electoral Area "B"	Director F. Regehr, City of Penticton
Director B. Coyne, Electoral Area "H"	Alt. Director T. Cottrill, Electoral Area "G"
Director S. Coyne, Town of Princeton	Director J. Vassilaki, City of Penticton
Director R. Gettens, Electoral Area "F"	Director P. Veintimilla, Town of Oliver
Director J. Kimberley, City of Penticton	

MEMBERS ABSENT:

Director J. Bloomfield, City of Penticton	Director T. Roberts, Electoral Area "G"
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STAFF PRESENT:

B. Newell, Chief Administrative Officer	J. Kurvink, Manager of Finance
C. Malden, Manager of Legislative Services	N. Webb, Gen. Mgr. of Public Works
B. Dollevoet, Gen. Mgr. of Development Services	M. Woods, Gen. Mgr. of Community Services

A. APPROVAL OF AGENDA

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

THAT the [Agenda](#) for the RDOS Board Meeting of February 20, 2020 be adopted as amended add item A.2.b. to the consent agenda. – **CARRIED**

1. Consent Agenda – Corporate Issues

- a. Naramata Parks & Recreation Commission – January 27, 2020
 1. *THAT the Minutes of the January 27, 2020 Naramata Parks & Recreation Commission meeting be received.*
 2. *THAT the Park Land Dedication related to the subdivision of the parcel legally described as Lot 1, Plan EPP57777, District Lot 221 & 3314, SDYD, be accepted in the form of a payment not exceeding 5% of the value of the land being subdivided.*
- b. Naramata Parks & Recreation Commission Annual General Meeting – January 27, 2020
THAT the Minutes of the January 27, 2020 Naramata Parks & Recreation Commission Annual General meeting be received.

- c. Similkameen Parks & Recreation Commission – Commission Appointment
THAT the Board of Directors appoint Darrell Taylor as a member of the Similkameen Recreation Commission for a two year term, ending December 31, 2021.
- d. Corporate Services Committee – February 6, 2020
THAT the Minutes of the February 6, 2020 Corporate Services Committee meeting be received.
- e. Environment and Infrastructure Committee – February 6, 2020
THAT the Minutes of the February 6, 2020 Environment and Infrastructure Committee meeting be received.
- f. Planning and Development Committee – February 6, 2020
THAT the Minutes of the February 6, 2020 Planning and Development Committee meeting be received.
- g. RDOS Regular Board Meeting – February 6, 2020
THAT the minutes of the February 6, 2020 RDOS Regular Board meeting be adopted.

RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

THAT the Consent Agenda – Corporate Issues be adopted. - **CARRIED**

2. Consent Agenda – Development Services

- a. Development Variance Permit Application — 497 Hody Drive, Electoral Area “D” Item
 - i. Permit
THAT the Board of Directors approve Development Variance Permit No. D2019.036-DVP
- b. Electoral Area “E” Advisory Planning Commission Appointments
THAT the Regional District appoint Jeff Gagnon and Dianna Smith as members of the Electoral Area “E” Advisory Planning Commission.

RECOMMENDATION 3 (Unweighted Rural Vote – Simple Majority)

It was MOVED and SECONDED

THAT the Consent Agenda – Development Services be adopted. - **CARRIED**

B. DELEGATION

Newly arrived RCMP Superintendent Brian Hunter met with the Board of Directors.

C. DEVELOPMENT SERVICES – Rural Land Use Matters

1. **Climate Projections Report – Okanagan Region**
 - a. Attachment No. 1
 - b. Attachment No. 2

RECOMMENDATION 4 (Unweighted Corporate Vote – Simple Majority)**It was MOVED and SECONDED**

THAT the Board of Directors adopt the “Climate Projections for the Okanagan Region” report (February, 2020) as a guide for future planning and decision-making purposes; and further,

THAT the “Climate Projections for the Okanagan Region” report be forwarded to member municipalities for their information.

CARRIED

2. **Zoning Amendment - 48 Savanna Road, Electoral Area “F”**
 - a. Bylaw No. 2461.13
 - b. Public Hearing Report – January 28, 2020
 - c. Representation

Director Gettens advised that the Public Hearing report reflects an accurate account of what took place at the public hearing on January 28, 2020.

RECOMMENDATION 5 (Unweighted Corporate Vote – Simple Majority)**It was MOVED and SECONDED**

THAT the public hearing report be received. - **CARRIED**

RECOMMENDATION 6 (Unweighted Rural Vote – 2/3 Majority)**It was MOVED and SECONDED**

THAT Bylaw No. 2461.13, 2019, Electoral Area “F” Zoning Amendment Bylaw be read a third time and adopted. - **CARRIED**

3. **Zoning Bylaw Amendment – 3440 and 3690 Arawana Road, Electoral Area “E”**
 - a. Bylaw No. 2459.35
 - b. Public Hearing Report – December 17, 2019
 - c. Representation

Director Kozakevich advised that the Public Hearing report reflects an accurate account of what took place at the public hearing on December 17, 2019.

RECOMMENDATION 7 (Unweighted Corporate Vote – Simple Majority)**It was MOVED and SECONDED**

THAT the public hearing report be received. - **CARRIED**

RECOMMENDATION 8 (Unweighted Rural Vote – 2/3 Majority)**It was MOVED and SECONDED**

THAT Bylaw No. 2459.35, 2019, Electoral Area “E” Zoning Amendment Bylaw be read a third time and adopted. - **CARRIED**

4. **Official Community Plan Bylaw Amendment – Electoral Area “A”, “C”, “D”, “E”, “F”, “H” & “I”**
 - a. Bylaw No. 2876
 - b. Bylaw No. 2500.13
 - c. Representation

RECOMMENDATION 9 (Unweighted Rural Vote – 2/3 Majority)

It was MOVED and SECONDED

THAT Bylaw No. 2876, 2020, Regional District of Okanagan-Similkameen Watercourse Development Permit Area Update Amendment Bylaw be read a third time and adopted; and,

THAT Bylaw No. 2500.13, 2020, Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw, be read a third time and adopted.

CARRIED

5. **Official Community Plan & Zoning Bylaw Amendment – Accessory Dwelling Update Electoral Areas “A”, “C”, “D”, “E”, “F” & “I”**
 - a. Bylaw No. 2785
 - b. Representation

RECOMMENDATION 10 (Unweighted Rural Vote – Simple Majority)

It was MOVED and SECONDED

THAT Bylaw No. 2785, 2020, Regional District of Okanagan-Similkameen Accessory Dwelling Update Amendment Bylaw be adopted. - **CARRIED**

D. PUBLIC WORKS

1. **Support for Applications to the OBWB Water Conservation and Quality Improvement (WCQI) Grant Program**

RECOMMENDATION 11 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

THAT the Regional District apply to the Okanagan Basin Water Board’s Water Conservation and Quality Improvement Grant Program for the following projects:

- . Follow the Water – Phase 2 - \$30,000
- . Impact of Onsite Wastewater Systems on the Naramata Shoreline - \$30,000

CARRIED

2. **Crown Land Tenure Application for Campbell Mountain Landfill Entrance Upgrades Project**
 - a. Site Layout

RECOMMENDATION 12 (Weighted Corporate Vote – Majority)

It was MOVED and SECONDED

THAT the Regional District submit a Crown Land Tenure Application for 0.0840 hectares of land required to provide a new access road to the Campbell Mountain Landfill facility from Reservoir Road. - **CARRIED**

3. Boundary Line Irrigation District - Letter of Support

- a. Request
- b. Grant Criteria

RECOMMENDATION 13 (Unweighted Corporate Vote – Simple Majority)**It was MOVED and SECONDED**

THAT the Regional District issue a letter of support for the Boundary Line Irrigation District to apply for grant funding from OBWB. - **CARRIED**

E. COMMUNITY SERVICES**1. Osoyoos Museum Debt Reserve Fund Expenditure Bylaw**

- a. Bylaw No. 2888

RECOMMENDATION 14 (Weighted Corporate Vote – 2/3 Majority)**It was MOVED and SECONDED**

THAT Bylaw No. 2888, 2020, being a bylaw of the Regional District of Okanagan Similkameen to authorize an expenditure from the Osoyoos Museum Debt Reserve to the Osoyoos Museum Society towards the renovation of the Osoyoos Museum be read a first, second and third time and be adopted. - **CARRIED**

2. Naramata Parks and Recreation Commission – Contract Renewal

At the January 27, 2020 meeting, the Naramata Parks and Recreation Commission reviewed the Request for Proposal for the Parks Maintenance Contract and recommends renewing the contract with Jetco Lawncare Services.

RECOMMENDATION 15 (Weighted Corporate Vote – Majority)**It was MOVED and SECONDED**

THAT the Regional District renew the contract with Jetco Lawncare Services for the 2020 season. - **CARRIED**

F. FINANCE**1. Service Provider Agreement**

- a. Agreement

RECOMMENDATION 16 (Weighted Corporate Vote – Majority)**It was MOVED and SECONDED**

THAT the Regional District enter into a Service Provider Agreement with Gerard Barry to provide operations and maintenance services for the Missezula Lake Water system as set out in the Service Provider Agreement. - **CARRIED**

2. **Winecrush Marlee Project - Request for Support**
 - a. Marlee Project Abstract
 - b. Agricultural Clean Technology Program Application

RECOMMENDATION 17 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

THAT the Regional District of Okanagan-Similkameen Board endorse the Winecrush Marlee Project, and its efforts in apply for the Agricultural Clean Technology Program funding. - **CARRIED**

3. **RDOS 2020-2024 Five Year Financial Plan Bylaw No. 2884, 2020**
 - a. Bylaw 2884
 - b. Schedule A
 - c. Appendix 2

RECOMMENDATION 18 (Weighted Corporate Vote – Majority)

It was MOVED and SECONDED

THAT Bylaw No. 2884, 2020, being the Regional District of Okanagan Similkameen 2020-2024 Five Year Financial Plan, be read a third time.

RECOMMENDATION 19 (Weighted Corporate Vote – Majority)

It was MOVED and SECONDED

THAT the \$30,000 allocated to the Community Foundation be removed from Regional Grant in Aid. – **DEFEATED**

Opposed: Directors Veintimilla, Cottrill, McKortoff, Kimberley, Regehr, Gettens, Holmes, Kozakevich, Obirek, Monteith, Robinson, Boot

RECOMMENDATION 20 (Weighted Corporate Vote – Majority)

It was MOVED and SECONDED

THAT Bylaw No. 2884, 2020 be amended to include:

1. decreasing Area I-Rural Projects "Transfer to Operating Reserve" by \$4,000
2. increasing Kaleden Fire Department "Education" by \$4,000
3. decreasing Naramata Recreation Commission "Capital Expenditures" by \$25,000

CARRIED

RECOMMENDATION 21 (Weighted Corporate Vote – Majority)

It was MOVED and SECONDED

THAT Bylaw No. 2884, 2020 be read a 3rd time as amended.

Opposed: Director Bush

RECOMMENDATION 22 (Weighted Corporate Vote – 2/3 Majority)

It was MOVED and SECONDED

THAT Bylaw No. 2884, 2020 be adopted. – **CARRIED**

Opposed: Director Bush

G. LEGISLATIVE SERVICES**1. Southern Interior Local Government Association (SILGA) Call for Resolutions****RECOMMENDATION 23 (Unweighted Corporate Vote – Simple Majority)****It was MOVED and SECONDED**

THAT the following resolutions be submitted prior to the February 28th, 2020 deadline to the Southern Interior Local Government Association (SILGA) for consideration at their April 28th to May 1st, 2020 conference. - **CARRIED**

Resolution 1: Venting Index Requirements and Efficiency of Burns – Director Knodel sponsor

“WHEREAS there is a large amount of smoke created during forest fuel reduction burns and/or agricultural burns; and

WHEREAS there are minimal days that the venting index permits burning resulting in a large number of burns being undertaken during the permitted times, which results in a tremendous amount of smoke being produced, as all burning is taking place within a short period of time; and

WHEREAS forced air curtain burner or trench burner systems greatly reduce the smoke created during combustion by improving the efficiency of a fire resulting in clean burns with very little atmospheric particulate being produced;

NOW THEREFORE BE IT RESOLVED that the Province of British Columbia be requested to allow burning outside of the venting days with the use of forced air systems, such as trench or curtain burners.”

Resolution 2: Indigenous Peoples’ Representation – Mayor Toni Boot sponsor

“WHEREAS the Province of British Columbia has enacted Bill 41-2019, the Declaration on the Rights of Indigenous Peoples Act to align B.C.’s laws with the United Nations declaration on the Rights of Indigenous Peoples (UNDRIP); and,

WHEREAS UNDRIP includes Article 5: Indigenous peoples have the right to maintain and strengthen their distinct political, legal, economic, social and culture institutions while retaining their right to participate fully, if they so choose, in the political, economic, social and cultural life of the State; and,

WHEREAS the Local Government Act does not allow for Indigenous peoples’ representation at regional district tables when the regional district is situated in non-treaty territory;

THEREFORE BE IT RESOLVED that, in consultation with B.C. Indigenous peoples, UBCM and the Province explore amending the Local Government Act to include self-determined participation by B.C. Indigenous peoples as voting regional district directors.”

Resolution 3: Hazardous Materials Recycling Regulation – Cameron Baughen, Solid Waste Management

“WHEREAS non refillable pressurized tanks and sharps (needles) have been identified across British Columbia as creating serious health and safety concerns for the public and workers engaged in garbage and recycling collection, processing and landfilling; and

WHEREAS the Province of British Columbia can include these hazardous materials under the Recycling Regulation to ensure cost effective and safe disposal under an Extended Producer Responsibility Program;

NOW THEREFORE BE IT RESOLVED that the Province of British Columbia be requested to include non-refillable pressurized tanks and sharps (needles) under the Recycling Regulation.”

2. Kaleden Extension to the Okanagan Falls Sewer

- a. Bylaw No. 2889
- b. Bylaw No. 2890

RECOMMENDATION 24 (Unweighted Corporate Vote – Simple Majority)**It was MOVED and SECONDED**

THAT Bylaw No. 2889, 2020, being a bylaw of the Regional District of Okanagan Similkameen to establish the Kaleden Extension of the Okanagan Falls Sewer Service be read a first, second and third time and forwarded to the Inspector of Municipalities for approval. - **CARRIED**

RECOMMENDATION 25 (Weighted Corporate Vote – Majority)**It was MOVED and SECONDED**

THAT Bylaw No. 2890, 2020, being a bylaw to authorize the Regional District to borrow funds for the Kaleden Extension of the Okanagan Falls Sewer Service be read a first, second and third time and forwarded to the Inspector of Municipalities for approval. - **CARRIED**

RECOMMENDATION 26 (Unweighted Corporate Vote – Simple Majority)**It was MOVED and SECONDED**

THAT the Board of Directors authorize that electoral approval for the adoption of Bylaw No. 2889 and Bylaw No. 2890 be obtained through assent vote (referendum); and,

THAT the assent vote take place on Saturday June 20, 2020; and,

THAT Christy Malden be appointed as the Chief Election Officer and Gillian Cramm be appointed as Deputy Chief Election Officer for the Kaleden Extension to the Okanagan Falls Sewer Assent Vote; and,

THAT the assent vote question be:

‘Are you in favour of the Regional District of Okanagan-Similkameen adopting Kaleden Extension to the Okanagan Falls Sewer Service Establishment Bylaw No. 2889, 2020 to provide for sewer service for portion of the community of Kaleden; and, Bylaw No. 2890, 2020 Regional District of Okanagan-Similkameen Kaleden Extension to the Okanagan Falls Sewer Service Loan Authorization Bylaw to authorize the long-term borrowing of up to \$4,040,000 for the construction of the Kaleden extension of the Okanagan Falls sewer system?’

CARRIED

3. Okanagan-Kootenay Sterile Insect Release Program (SIR)

- a. Letter
- b. Record of Workshop
- c. Terms of Reference

Director Vassilaki departed the room

RECOMMENDATION 27 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

THAT the RDOS representative on the SIR Board of Directors and the Chief Administrative Officer be appointed to the SIR Working Group On Apportionment. - **CARRIED**

H. CAO REPORTS

1. Verbal Update
-

I. OTHER BUSINESS

1. Chair's Report
-

2. Board Representation

- a. BC Grape Growers Association and Starling Control – *Bush, Monteith (Alternate)*
 - b. Municipal Finance Authority – *Kozakevich (Chair), Holmes (Vice Chair, Alternate)*
 - c. Municipal Insurance Association – *Kozakevich (Chair), Holmes (Vice Chair, Alternate)*
 - d. Okanagan Basin Water Board - *McKortoff, Boot, Knodel, Pendergraft (Alternate to McKortoff), Holmes (Alternate to Boot), Monteith (Alternate to Knodel)*
 - i. [February 2020 Minutes](#)
 - e. Okanagan Film Commission – *Gettens, Holmes (Alternate)*
 - f. Okanagan Regional Library – *Kozakevich, Roberts (Alternate)*
 - g. Okanagan-Kootenay Sterile Insect Release Board – *Bush, Knodel (Alternate)*
 - h. South Okanagan Similkameen Fire Chief Association – *Pendergraft, Knodel, Monteith, Obirek, Roberts*
 - i. South Okanagan Similkameen Rural Healthcare Community Coalition (formerly Developing Sustainable Rural Practice Communities) – *McKortoff, Bauer (Alternate)*
 - j. Southern Interior Municipal Employers Association – *Knodel, Kozakevich (Alternate)*
-

3. Directors Motions

4. Board Members Verbal Update
-

J. ADJOURNMENT

By consensus, the meeting adjourned at 3:55 pm.

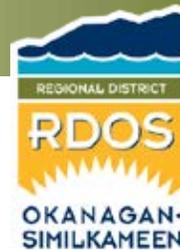
APPROVED:

CERTIFIED CORRECT:

K. Kozakevich
RDOS Board Chair

B. Newell
Corporate Officer

ADMINISTRATIVE REPORT



TO: Board of Directors
FROM: B. Newell, Chief Administrative Officer
DATE: March 5, 2020
RE: Temporary Use Permit Application — Electoral Area “C”

Administrative Recommendation:

THAT Temporary Use Permit No. C2019.014-TUP be approved, subject to the following condition:

- i) That all deficiencies identified in the health and safety inspection are corrected by the applicant and inspected by an RDOS Building Official, prior to issuance.**
-

Purpose: To allow for a short-term vacation rental use through issuance of a TUP

Owner: Andrew Peller Limited Applicant: Patricia Leslie Folio: C-06577.460

Civic: 553 Tinhorn Creek Road Legal: Lot C, Plan KAP87895, District Lot 2450S, SDYD

OCP: Agriculture (AG) Zoning: Agriculture Two Zone (AG2)

Proposed Development:

This application seeks approval of a short-term vacation rental use in a single detached dwelling. As this is a new temporary use permit to authorize the operation of a short-term vacation rental use at the subject property, the duration of the permit is for “one season”, to expire December 31, 2020.

Site Context:

The subject parcel is approximately 1.0 ha in area, is situated on the west side of Tinhorn Creek Road. Tinhorn Creek Vineyards is located on the parcel to the south. The property is seen to be comprised of a single detached dwelling, swimming pool, and a small planted area farmed in conjunction with the abutting parcel (vineyard). The surrounding pattern of development is characterised by agriculture.

Background:

The subject property was created by a subdivision plan deposited in the Land Title Office in Kamloops on November 12, 2008, while available Regional District records indicate that no Building Permits have previously been issued.

In support of this TUP application, the applicant has provided a Health & Safety Inspection (January 2020) and a Sewerage System Letter of Certification stamped by a Professional Engineer and filed with Interior Health Authority (IHA) for the on-site septic system (August 2019).

The property is also situated within the Agricultural Land Reserve (ALR) and, under Section 34 (Tourist Accommodation) of the *Agricultural Land Reserve Use Regulation*, “the use of agricultural land for providing accommodation for tourists is permitted in a principal residence that is a pre-existing

residential structure”, if the number of bedrooms does not exceed 4 and accommodation is provided on a short-term basis only.

The subject property has been assessed as “residential” (Class 01) and “farm” (Class 09).

OCP Bylaw

Under the Electoral Area “C” Official Community Plan (OCP) Bylaw No. 2458, 2008, the property is designated Agriculture (AG), an objective of which includes protecting such lands from uses which are incompatible with existing agricultural uses.

In support of this, the Section 9.3.14 of Electoral Area “C” OCP Bylaw speaks to preserving and protecting the existing agricultural land base in rural Oliver but also to supporting property owners being able to diversify and enhance uses secondary to agricultural uses (i.e. “bed and breakfast operations” and other “value-added” uses such as agri-tourism).

When considering such secondary uses, the Plan further speaks to ensuring that such developments:

- are compatible with the agricultural character of the area;
- remain incidental to the primary agricultural uses;
- remain subject to the provisions of the Zoning Bylaw, the *Agricultural Land Reserve Act* and other Provincial standards; and
- do not present a potential land use conflict with surrounding properties.

When being considered in the form of a TUP application, the Plan provides further criteria (Section 22.3.4), namely:

- the use must be clearly temporary or seasonal in nature;
- compatibility of the proposal with adjacent uses;
- impact of the proposed use on the natural environment, including groundwater, wildlife, and all environmentally sensitive areas;
- intensity of the proposed use;
- opportunity to conduct the proposed use on land elsewhere in the community; and
- the remedial measures to be carried out to mitigate any damage to the natural environment as a result of the temporary use.

Under Schedule ‘C’ (ESDP Area and Other Important Ecosystem Areas) of the OCP Bylaw, the subject parcel, with exception of the homesite, is identified as being within an Important Ecosystem Area (IEA).

Zoning Bylaw

Under the Electoral Area “C” Zoning Bylaw No. 2453, 2008, the property is currently zoned Agriculture Two (AG2) which only allows for single detached dwellings as a principal use, while “vacation rentals” are not a permitted use.

Public Process:

A Public Information Meeting was held on February 18, 2020, at the Oliver Community Centre and was attended by the applicants and no members of the public.

At its meeting on February 18, 2020, the Electoral Area "C" Advisory Planning Commission (APC) resolved to recommend to the RDOS Board that the proposed temporary use be approved.

Adjacent property owners will have received notification of this application with written comments regarding the proposal being accepted until the commencement of the regular Board meeting. Any comments will be on the agenda as a separate item.

In accordance with Section 2.3 of Schedule '5' of the Development Procedures Bylaw, this proposal has been referred to the external agencies listed in Attachment No. 1. Comments received from this referral are included as a separate item on the Board's Agenda.

Analysis:

In response to the criteria contained in Section 9.3.14 of the Electoral Area "C" OCP Bylaw, Administration has noted that the proposed use is for vacation rental use in conjunction with an existing winery on a separate parcel and a portion of the property will remain as part of the existing vineyard operation. It does not remove any land from agricultural production.

The use is intended to be secondary to the winery on the abutting parcel and its vineyard operations to provide accommodation for its wine club members. As the primary use of the operation remains agricultural, tourist accommodation use at this scale is seen to be compatible with and incidental to the winery and vineyard operations.

In response to the criteria contained in Section 20.3 of the Electoral Area "C" OCP Bylaw, the proposed use is not intensive in scale and is contained within an existing building. As such, the impact on the natural environment and neighbouring uses is minimized.

The property is surrounded by vineyards and the dwelling is screened from the Tinhorn Creek Road by a vegetated hillside to minimize impacts to adjacent properties. There is a sufficient area for vehicle parking, which is easily accessed by an existing driveway.

Conversely, the addition of uses within an agricultural area that are more commercial in nature can pose potential land use conflicts with agricultural operations. By allowing additional uses to occur, the primary use of the property or surrounding properties as agricultural land can become threatened through the introduction of competing interests.

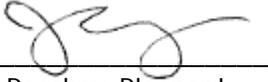
However, changing the duration of stay within an existing dwelling unit is not anticipated to introduce any land use conflicts that would not be present if the dwelling were used for residential purposes. For the reasons listed above, Administration supports approval of the temporary use permit with the following conditions:

- . Period of use (April-October);
- . Posting of information within vacation rental;
- . Maximum number of bedrooms (3);
- . Maximum occupancy (6);
- . Minimum number of on-site parking stalls (3);
- . Prohibition of camping or use of RVs or accessory buildings for vacation rental occupancy;
- . Providing TUP and contact information to neighbours; and
- . Correcting deficiencies identified in health and safety inspection.

Alternative:

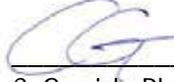
1. That the Board approve Temporary Use Permit No. C2019.014-TUP.
2. That the Board deny Temporary Use Permit No. C2019.014-TUP.

Respectfully submitted:



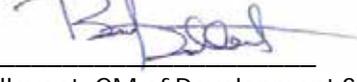
J. Peachey, Planner I

Endorsed by:



C. Garrish, Planning Manager

Endorsed by:



B. Dollevoet, GM of Development Services

Attachments: No. 1 – Agency Referral List

No. 2 – Site Photo (May 2019)

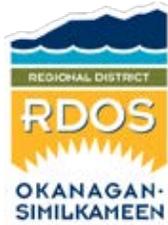
Attachment No. 1 – Agency Referral List

Referrals have been sent to the following agencies as highlighted with a **p**, prior to Board consideration of TUP No. C2019.014-TUP:

p	Agricultural Land Commission (ALC)	p	Fortis
p	Interior Health Authority (IHA)	○	City of Penticton
p	Ministry of Agriculture	○	District of Summerland
○	Ministry of Energy, Mines & Petroleum Resources	○	Town of Oliver
○	Ministry of Municipal Affairs & Housing	○	Town of Osoyoos
p	Ministry of Environment & Climate Change Strategy	○	Town of Princeton
○	Ministry of Forest, Lands, Natural Resource Operations & Rural Development (Archaeology Branch)	○	Village of Keremeos
○	Ministry of Jobs, Trade & Technology	○	Okanagan Nation Alliance (ONA)
○	Ministry of Transportation and Infrastructure	○	Penticton Indian Band (PIB)
○	Integrated Land Management Bureau	○	Osoyoos Indian Band (OIB)
○	BC Parks	○	Upper Similkameen Indian Band (USIB)
○	School District #53 (Areas A, B, C, D & G)	○	Lower Similkameen Indian Band (LSIB)
○	School District #58 (Area H)	○	Environment Canada
○	School District #67 (Areas D, E, F, I)	○	Fisheries and Oceans Canada
○	Central Okanagan Regional District	○	Canadian Wildlife Services
○	Kootenay Boundary Regional District	○	OK Falls Irrigation District
○	Thompson Nicola Regional District	○	Kaleden Irrigation District
○	Fraser Valley Regional District	○	Irrigation District / improvement Districts / etc.
p	Oliver Fire Department		

Attachment No. 2 – Site Photo (Google Earth)





TEMPORARY USE PERMIT

FILE NO.: C2019.014-TUP

Owner: Andrew Peller Limited, Inc.
No. 10706540
697 South Service Road
Grimsby, ON, L3M 4E8

Agent: Patricia Leslie
Tinhorn Creek Vineyards
537 Tinhorn Creek Road
Oliver, BC, V0H 1T0

GENERAL CONDITIONS

1. This Temporary Use Permit is issued subject to compliance with all of the bylaws of the Regional District of Okanagan-Similkameen applicable thereto, except as specifically varied or supplemented by this Permit.
2. The land described shall be developed strictly in accordance with the terms and conditions of this Permit, and any plans and specifications attached to this Permit which shall form a part thereof.
3. Where there is a conflict between the text of the permit and permit drawings or figures, the drawings or figures shall govern the matter.
4. This Temporary Use Permit is not a Building Permit.

APPLICABILITY

5. This Temporary Use Permit applies to, and only to, those lands, including any and all buildings, structures and other development thereon, within the Regional District as shown on Schedules 'A', 'B', 'C', and 'D' and described below:

Legal Description: Lot C, Plan KAP87895, District Lot 2450S, SDYD

Civic Address: 553 Tinhorn Creek Road

Parcel Identifier (PID): 027-724-476 Folio: C-06577.460

TEMPORARY USE

6. In accordance with Section 20.0 of the Electoral Area "C" Official Community Plan Bylaw No. 2452, 2008, the land specified in Section 5 may be used for a "vacation rental" use as defined in the Electoral Area "C" Zoning Bylaw, being the use of a residential dwelling unit

for the temporary commercial accommodation of paying guests for a period of less than one month.

CONDITIONS OF TEMPORARY USE

7. The vacation rental use of the land is subject to the following conditions:
 - a) the vacation rental use shall occur only between April 1st and October 31st;
 - b) the following information must be posted within the dwelling unit while the vacation rental use is occurring:
 - i) the location of property lines by way of a map;
 - ii) a copy of the Regional District's Electoral Area "C" Noise Regulation and Prohibition Bylaw;
 - iii) measures to address water conservation;
 - iv) instructions on the use of appliances that could cause fires, and for evacuation of the building in the event of fire;
 - v) instructions on the storage and management of garbage;
 - vi) instructions on septic system care; and
 - vii) instructions on the control of pets (if pets are permitted by the operator) in accordance with the Regional District's Animal Control Bylaw.
 - c) the maximum number of bedrooms that may be occupied by paying guests shall be three (3);
 - d) the number of paying guests that may be accommodated at any time shall not exceed six (6);
 - e) a minimum of three (3) on-site vehicle parking spaces shall be provided for paying guests;
 - f) camping and the use of recreational vehicles, accessory buildings and accessory structures on the property for vacation rental occupancy are not permitted; and
 - g) current telephone contact information for a site manager or the property owner, updated from time to time as necessary, as well as a copy of this Temporary Use Permit shall be provided to the owner of each property situated within 100 metres of the land and to each occupant of such property if the occupier is not the owner.

COVENANT REQUIREMENTS

8. Not applicable.

SECURITY REQUIREMENTS

9. Not applicable.

EXPIRY OF PERMIT

10. This Permit shall expire on December 31, 2020.

Authorising resolution passed by Regional Board on ____ day of _____, 2020.

B. Newell, Chief Administrative Officer

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

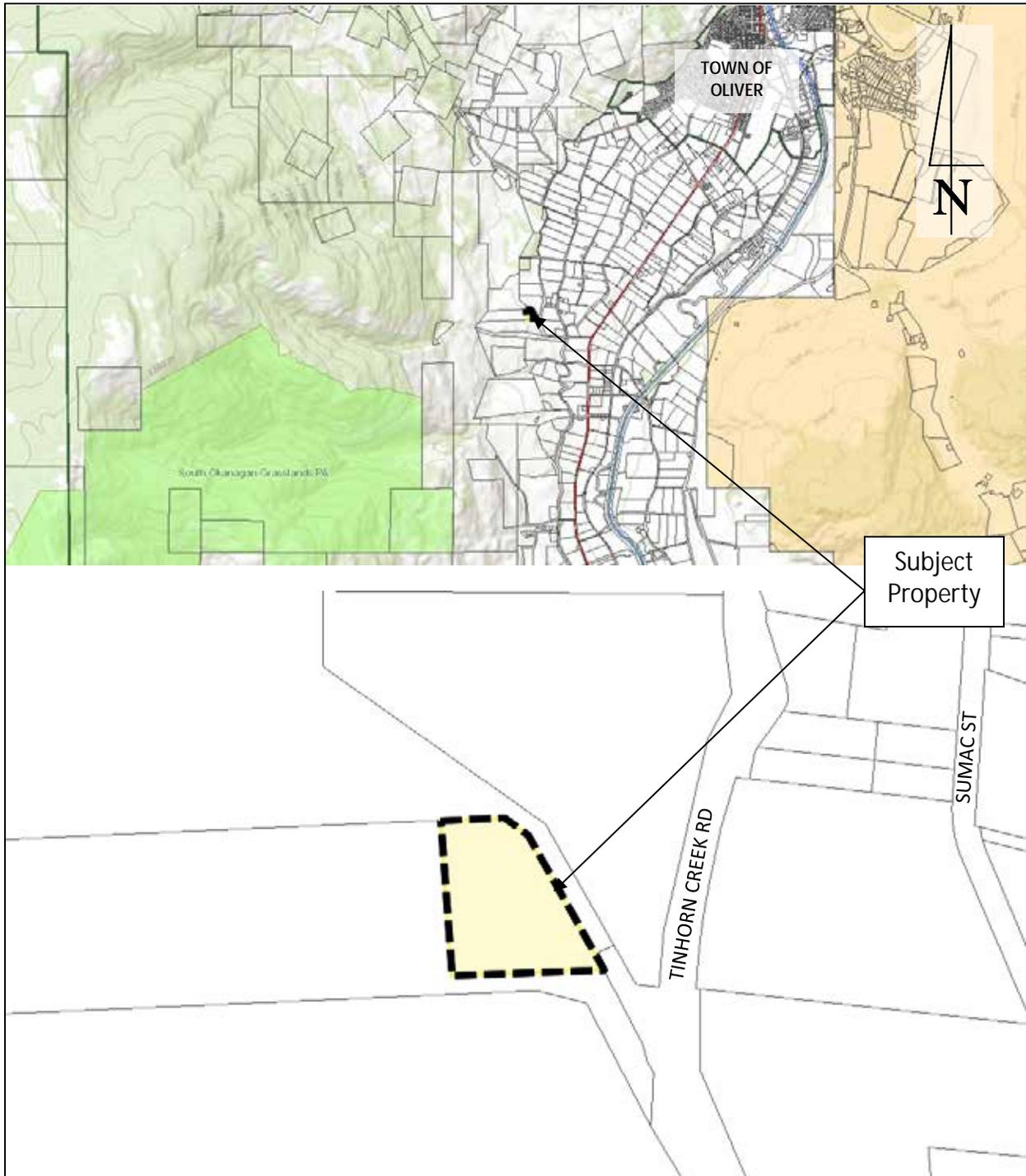
Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. C2019.014-TUP

Schedule 'A'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. C2019.014-TUP

Schedule 'B'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

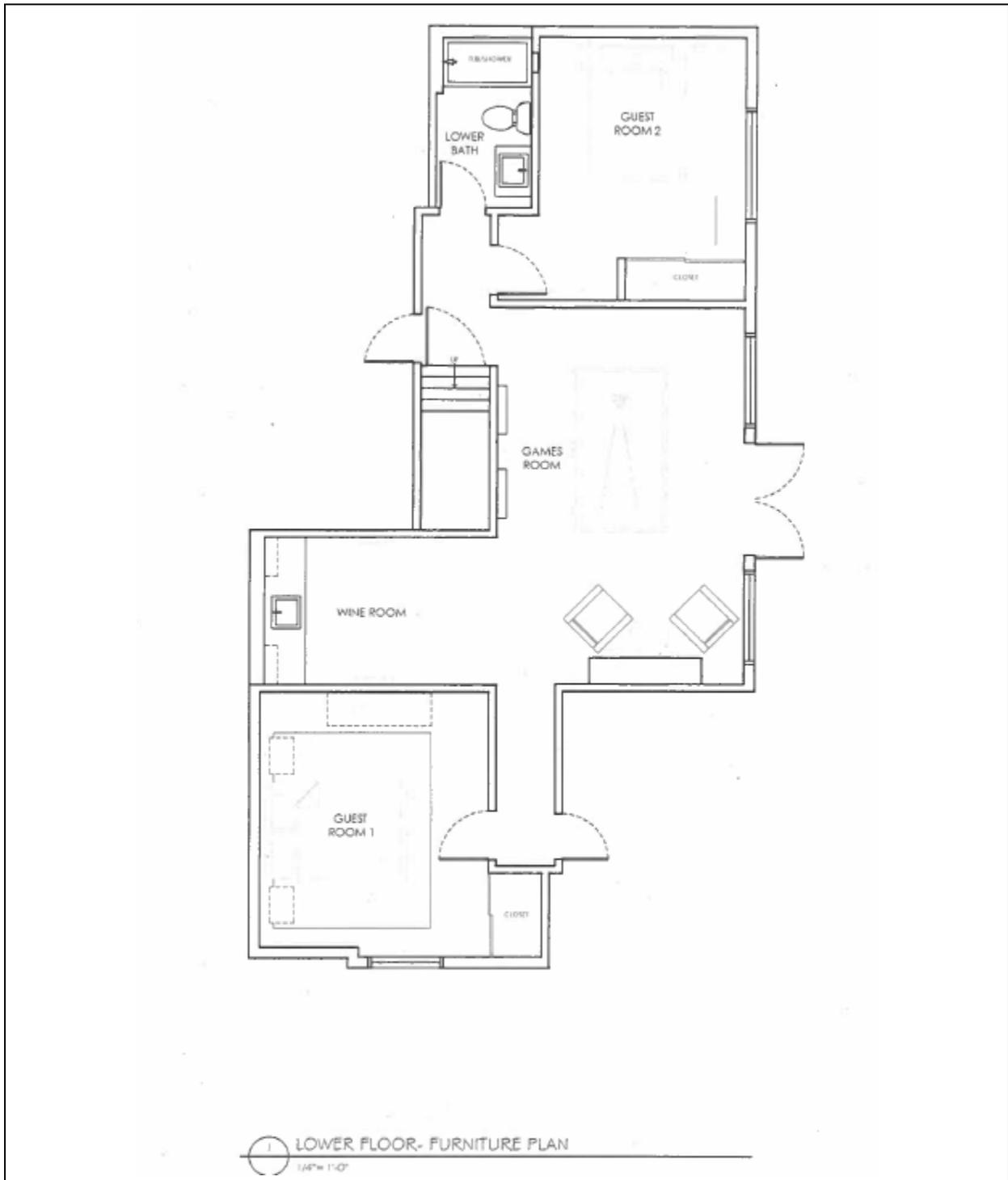
Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. C2019.014-TUP

Schedule 'C'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

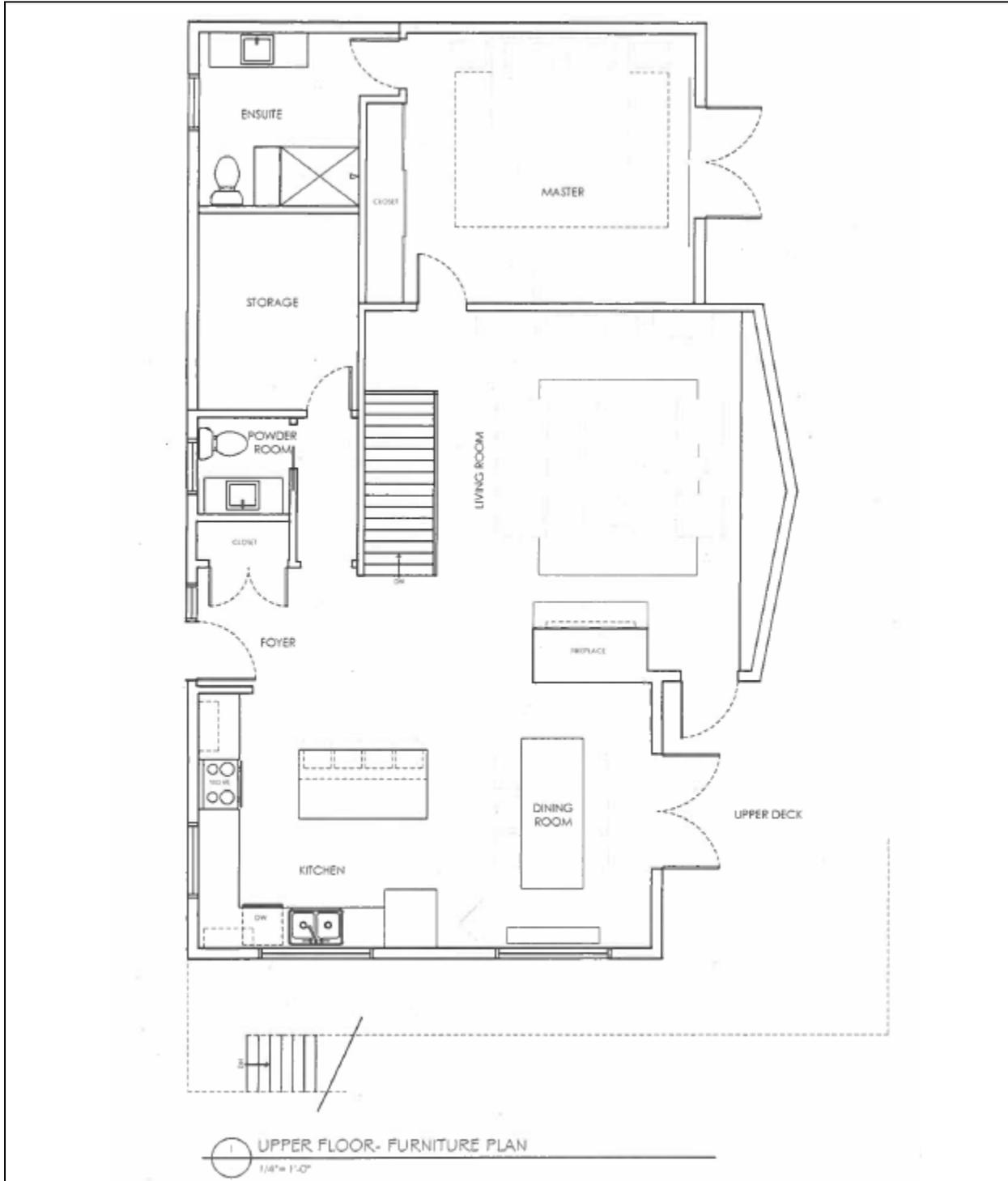
Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. C2019.014-TUP

Schedule 'D'



RESPONSE SUMMARY

TEMPORARY USE PERMIT NO. C2019.014-TUP

Approval Recommended for Reasons Outlined Below

Interests Unaffected by TUP

Approval Recommended Subject to Conditions Below

Approval Not Recommended Due to Reasons Outlined Below

Thank you for the opportunity to provide comments from a healthy built environment perspective regarding the above referenced temporary use permit. It is my understanding that the intent is to allow for the operation of a short-term vacation rental use at the subject's property.

An initial review has been completed and there are no concerns at this time. However, it is recommended for long term sustainability that property owners confirm the design of their existing system is appropriate for the proposed use and that the parcel maintains a back-up area of land suitable for onsite sewerage based on the proposed new use for when the existing system fails.

If you have any questions or comments, please contact us at hbe@interiorhealth.ca or 1-855-744-6328 and choose option 4.

Signature: _____



Signed By: Faith Kwong

Agency: Interior Health Authority

Title: Environmental Health Officer

Date: January 31, 2020

C 06577.460





January 9, 2020

File No: C2019.014-TUP

Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9
Via E-mail: planning@rdos.bc.ca

Re: Proposed Temporary Use Permit - 553 Tinhorn Creek Road

To the Regional District of Okanagan Similkameen,

Thank you for providing the B.C. Ministry of Agriculture the opportunity to comment on the proposed Temporary Use Permit application for 553 Tinhorn Creek Road near Oliver. Ministry staff have reviewed the documents you have provided. From an agricultural perspective we can provide the following comments for your consideration:

- The proposal appears to meet the conditions as set out in the ALR Use Regulation section 34 for tourist accommodations in a pre-existing residential structure. Ministry staff encourage the RDOS and applicant to confirm with ALC staff that a non-adhering residential use application is not required (if they have not already done so).
- Ministry staff also encourage the RDOS to consider the ALC suggestions as per IB-06 that local governments which “permit accommodation for tourists on ALR land may wish to develop monitoring methodology or require permits to ensure the occupation of the accommodation meets the requirements of their bylaws.” (p.3)
- The Agricultural Land Reserve (ALR) is a provincial zone in which agriculture is recognized as the priority use. Farming is encouraged, and non-agricultural uses are restricted.

If you have any questions, please contact me directly at christina.forbes@gov.bc.ca or 250-861-7201.

Sincerely,

Christina Forbes, P.Ag., Regional Agrologist
B.C. Ministry of Agriculture – Kelowna
Office: (250) 861-7201
E-mail: christina.forbes@gov.bc.ca

Email copy: Sara Huber, ALC Regional Planner, Sara.Huber@gov.bc.ca





Agricultural Land Commission

201 – 4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000 | Fax: 604 660-7033
www.alc.gov.bc.ca

February 6, 2020

Reply to the attention of Sara Huber
ALC Issue: 51553
Local Government File: TUP C2019-014

Lauri Feindell
Administrative Assistant, Regional District of Okanagan Similkameen
planning@rdos.bc.ca

Delivered Electronically

Re: Regional District of Okanagan Similkameen Temporary Use Permit C2019-014

Thank you for forwarding a draft copy of Regional District of Okanagan Similkameen (RDOS) Temporary Use Permit C2019-014 (the "TUP") for review and comment by the Agricultural Land Commission (ALC). The following comments are provided to help ensure that the TUP is consistent with the purposes of the Agricultural Land Commission Act (ALCA), the Agricultural Land Reserve General Regulation, (the "General Regulation"), the Agricultural Land Reserve Use Regulation (the "Use Regulation"), and any decisions of the ALC.

The TUP proposes to allow the operation of a short-term vacation rental on the property identified as 553 Tinhorn Creek Road, Oliver; PID: 027-724-476 (the "Property"). The Property currently contains a residence with a private yard and pool, which is being proposed for week-long rentals by Tinhorn Creek Wine Club Members between April and October. The ALC understands that there are no additional residential structures located on the Property.

As the ALC does not regulate the tenure of principal residences, ALC staff has no objection to the proposed TUP.

The ALC strives to provide a detailed response to all bylaw referrals affecting the ALR; however, you are advised that the lack of a specific response by the ALC to any draft bylaw provisions cannot in any way be construed as confirmation regarding the consistency of the submission with the ALCA, the Regulations, or any Orders of the Commission.

This response does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

If you have any questions about the above comments, please contact the undersigned at 604-660-7019 or by e-mail (Sara.Huber@gov.bc.ca).

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION



Lauri Feindell

Subject: FW: TUP Referral (Project No. C209.014-TUP)
Attachments: Referral Sheet (Andrew Peller Ltd).pdf

From: Leathem, Jamie FLNR:EX <Jamie.Leathem@gov.bc.ca>
Sent: February 6, 2020 3:47 PM
To: Lauri Feindell <lfeindell@rdos.bc.ca>
Subject: FW: TUP Referral (Project No. C209.014-TUP)

Hi Lauri,

The above noted referral has been reviewed by the Ecosystems Section of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development.

There are no concerns with the Temporary Use Permit as proposed.

Thank you,

Jamie Leathem, M.Sc.
Ecosystems Biologist | BC Ministry of Forests, Lands, Natural Resource Operations and Rural Development
102 Industrial Place, Penticton, BC V2A 7C8 | (250) 490-8294 | Jamie.Leathem@gov.bc.ca

Please note my regular hours are Mon-Thurs 9:00am-5:00pm.



JoAnn Peachey

From: Danielson, Steven <Steven.Danielson@fortisbc.com>
Sent: February 4, 2020 4:07 PM
To: Planning
Subject: Tinhorn Creek Rd, 553 Oliver (C2019.014-TUP)

Follow Up Flag: Follow up
Flag Status: Flagged

With respect to the above noted file,

There are FortisBC Inc (Electric) ("FBC(E)") primary distribution facilities along Tinhorn Creek Road. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

For more information, please refer to FBC(E)'s overhead and underground design requirements:

FortisBC Overhead Design Requirements

<http://fortisbc.com/ServiceMeterGuide>

FortisBC Underground Design Specification

<http://www.fortisbc.com/InstallGuide>

In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). Please have the following information available in order for FBC(E) to set up the file when you call.

- Electrician's Name and Phone number
- [FortisBC Total Connected Load Form](#)
- Other technical information relative to electrical servicing

Otherwise, FBC(E) has no concerns with this circulation.

It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

If you have any questions or comments, please contact me at your convenience.

Best Regards,

Steve Danielson, AACI, SR/WA

Contract Land Agent | Property Services | FortisBC Inc.

2850 Benvoulin Rd

Kelowna, BC V1W 2E3

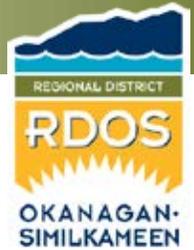
Mobile: 250.681.3365

Fax: 1.866.636.6171

FBCLands@fortisbc.com



ADMINISTRATIVE REPORT



TO: Board of Directors
FROM: B. Newell, Chief Administrative Officer
DATE: March 5, 2020
RE: Temporary Use Permit Application — Electoral Area “C”

Administrative Recommendation:

THAT the Board of Directors approve Temporary Use Permit No. C2019.015-TUP, subject to the following condition:

- i) That all deficiencies identified in the health and safety inspection be corrected by the applicant and inspected by an RDOS Building Official, prior to issuance.**
-

Purpose: To allow for a short-term vacation rental use through issuance of a TUP

Owner: Andrew Peller Limited Applicant: Patricia Leslie Folio: C06519.200

Legal: Lot 2, Plan 14038, District Lot 2450S, SDYD, Except Plan 14940 Civic: 4320 Black Sage Road

OCP: Agriculture (AG) Zoning: Agriculture Two (AG2)

Proposed Development:

This application seeks approval of a short-term vacation rental use in a single detached dwelling. As this is a new temporary use permit to authorize the operation of a short-term vacation rental use at the subject property, the duration of the permit is for “one season”, to expire December 31, 2020.

Site Context:

The subject parcel is approximately 13.0 ha in area, is situated on the west side of Black Sage Road. The property is seen to be comprised of two single detached dwelling, a winery, and vineyard. The surrounding pattern of development is characterised by agriculture.

Background:

The subject property was created by a subdivision plan deposited in the Land Title Office in Kamloops on March 31, 1964, while available Regional District records indicate Building Permits have previously been issued for a single family dwelling and dormitory (1997), dormitory revisions (1997), dwelling alterations (2000 and 2002), winery (2006), and barrel storage addition (2011).

In support of this TUP application, the applicant has provided a Health & Safety Inspection (January 2020) and a Sewerage System Letter of Certification stamped by a Professional Engineer and filed with Interior Health Authority (IHA) for the on-site septic system (October 2019).

The property is situated within the Agricultural Land Reserve (ALR) and, under Section 34 (Tourist Accommodation) of the *Agricultural Land Reserve Use Regulation*, “the use of agricultural land for providing accommodation for tourists is permitted in a principal residence that is a pre-existing

residential structure”, if the number of bedrooms does not exceed 4 and accommodation is provided on a short-term basis only.

The subject property has been assessed as “residential” (Class 01), “light industry” (05), and “farm” (Class 09).

OCP Policies

Under the Electoral Area “C” Official Community Plan (OCP) Bylaw No. 2458, 2008, the property is designated Agriculture (AG), an objective of which includes protecting such lands from uses which are incompatible with existing agricultural uses.

In support of this, the Section 9.3.14 of Electoral Area “C” OCP Bylaw speaks to preserving and protecting the existing agricultural land base in rural Oliver but also to supporting property owners being able to diversify and enhance uses secondary to agricultural uses (i.e. “bed and breakfast operations” and other “value-added” uses such as agri-tourism).

When considering such secondary uses, the Plan further speaks to ensuring that such developments:

- are compatible with the agricultural character of the area;
- remain incidental to the primary agricultural uses;
- remain subject to the provisions of the Zoning Bylaw, the *Agricultural Land Reserve Act* and other Provincial standards; and
- do not present a potential land use conflict with surrounding properties.

When being considered in the form of a TUP application, the Plan provides further criteria (Section 22.3.4), namely:

- the use must be clearly temporary or seasonal in nature;
- compatibility of the proposal with adjacent uses;
- impact of the proposed use on the natural environment, including groundwater, wildlife, and all environmentally sensitive areas;
- intensity of the proposed use;
- opportunity to conduct the proposed use on land elsewhere in the community; and
- the remedial measures to be carried out to mitigate any damage to the natural environment as a result of the temporary use.

Zoning Bylaw

Under the Electoral Area “C” Zoning Bylaw No. 2453, 2008, the property is currently zoned Agriculture Two (AG2) which only allows for single detached dwellings as a principal use, while “vacation rentals” are not a permitted use.

Public Process:

A Public Information Meeting was held on February 18, 2020, at the Oliver Community Centre and was attended by the applicants and three members of the public.

At its meeting on February 18, 2020, the Electoral Area “C” Advisory Planning Commission (APC) resolved to recommend to the RDOS Board that the proposed temporary use be approved.

Adjacent property owners will have received notification of this application with written comments regarding the proposal being accepted until the commencement of the regular Board meeting. Any comments will be on the agenda as separate item.

In accordance with Section 2.3 of Schedule '5' of the Development Procedures Bylaw, this proposal has been referred to the external agencies listed in Attachment No. 1. Comments received from this referral are included as a separate item on the Board's Agenda.

Analysis:

In response to the criteria contained in Section 9.3.14 of the Electoral Area "C" OCP Bylaw, Administration has noted that the proposed use is for vacation rental use in conjunction with an existing winery and a portion of the property will remain as part of the existing vineyard operation. It does not remove any land from agricultural production.

The use is intended to be secondary to the winery and its vineyard operations to provide accommodation for its wine club members. As the primary use of the operation remains agricultural, tourist accommodation use at this scale is seen to be compatible with and incidental to the winery and vineyard operations.

In response to the criteria contained in Section 20.3 of the Electoral Area "C" OCP Bylaw, the proposed use is not intensive in scale and is contained within an existing building. As such, the impact on the natural environment and neighbouring uses is minimized.

The dwelling is surrounded by vineyards and the dwelling is not visible from Black Sage Road, as it is located towards the rear of the property. There is a sufficient area for vehicle parking within the existing driveway area.

Conversely, the addition of uses within an agricultural area that are more commercial in nature can pose potential land use conflicts with agricultural operations. By allowing additional uses to occur, the primary use of the property or surrounding properties as agricultural land can become threatened through the introduction of competing interests.

However, changing the duration of stay within an existing dwelling unit is not anticipated to introduce any land use conflicts that would not be present if the dwelling were used for residential purposes. For the reasons listed above, Administration supports approval of the temporary use permit with the following conditions:

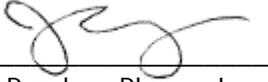
- . Period of use (April-October);
- . Posting of information within vacation rental;
- . Maximum number of bedrooms (4);
- . Maximum occupancy (8);
- . Minimum number of on-site parking stalls (4);
- . Prohibition of camping or use of RVs or accessory buildings for vacation rental occupancy;
- . Providing TUP and contact information to neighbours; and
- . Correcting deficiencies identified in health and safety inspection.

Alternative:

1. That the Board approve Temporary Use Permit No. C2019.015-TUP.

2. That the Board deny Temporary Use Permit No. C2019.015-TUP.

Respectfully submitted:



J. Peachey, Planner I

Endorsed by:



C. Garrish, Planning Manager

Endorsed by:



B. Dollevoet, GM of Development Services

Attachments: No. 1 – Agency Referral List

No. 2 – Site Photo (May 2019)

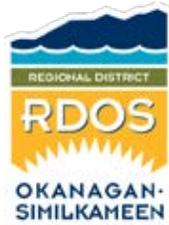
Attachment No. 1 – Agency Referral List

Referrals have been sent to the following agencies as highlighted with a **p**, prior to Board consideration of TUP No. C2019.015-TUP:

p	Agricultural Land Commission (ALC)	p	Fortis
p	Interior Health Authority (IHA)	○	City of Penticton
p	Ministry of Agriculture	○	District of Summerland
○	Ministry of Energy, Mines & Petroleum Resources	○	Town of Oliver
○	Ministry of Municipal Affairs & Housing	○	Town of Osoyoos
○	Ministry of Environment & Climate Change Strategy	○	Town of Princeton
○	Ministry of Forest, Lands, Natural Resource Operations & Rural Development (Archaeology Branch)	○	Village of Keremeos
○	Ministry of Jobs, Trade & Technology	○	Okanagan Nation Alliance (ONA)
○	Ministry of Transportation and Infrastructure	○	Penticton Indian Band (PIB)
○	Integrated Land Management Bureau	○	Osoyoos Indian Band (OIB)
○	BC Parks	○	Upper Similkameen Indian Band (USIB)
○	School District #53 (Areas A, B, C, D & G)	○	Lower Similkameen Indian Band (LSIB)
○	School District #58 (Area H)	○	Environment Canada
○	School District #67 (Areas D, E, F, I)	○	Fisheries and Oceans Canada
○	Central Okanagan Regional District	○	Canadian Wildlife Services
○	Kootenay Boundary Regional District	○	OK Falls Irrigation District
○	Thompson Nicola Regional District	○	Kaleden Irrigation District
○	Fraser Valley Regional District	○	Irrigation District / improvement Districts / etc.
p	Oliver Fire Department		

Attachment No. 2 – Site Photo (Google Earth)





TEMPORARY USE PERMIT

FILE NO.: C2019.015-TUP

Owner: Andrew Peller Limited, Inc.
No. 10706540
697 South Service Road
Grimsby, ON, L3M 4E8

Agent: Patricia Leslie
Black Hills Estate Winery
4190 Black Sage Road
Oliver, BC, V0H 1T0

GENERAL CONDITIONS

1. This Temporary Use Permit is issued subject to compliance with all of the bylaws of the Regional District of Okanagan-Similkameen applicable thereto, except as specifically varied or supplemented by this Permit.
2. The land described shall be developed strictly in accordance with the terms and conditions of this Permit, and any plans and specifications attached to this Permit which shall form a part thereof.
3. Where there is a conflict between the text of the permit and permit drawings or figures, the drawings or figures shall govern the matter.
4. This Temporary Use Permit is not a Building Permit.

APPLICABILITY

5. This Temporary Use Permit applies to, and only to, those lands, including any and all buildings, structures and other development thereon, within the Regional District as shown on Schedules 'A', 'B', 'C', and 'D' and described below:

Legal Description: Lot 2, Plan 14038, District Lot 2450S, SDYD, Except Plan 14940

Civic Address: 4320 Black Sage Road

Parcel Identifier (PID): 009-123-024 Folio: C-06519.200

TEMPORARY USE

6. In accordance with Section 20.0 of the Electoral Area "C" Official Community Plan Bylaw No. 2452, 2008, the land specified in Section 5 may be used for a "vacation rental" use as defined in the Electoral Area "C" Zoning Bylaw, being the use of a residential dwelling unit

for the temporary commercial accommodation of paying guests for a period of less than one month.

CONDITIONS OF TEMPORARY USE

7. The vacation rental use of the land is subject to the following conditions:
 - a) the vacation rental use shall occur only between April 1st and October 31st;
 - b) the following information must be posted within the dwelling unit while the vacation rental use is occurring:
 - i) the location of property lines by way of a map;
 - ii) a copy of the Regional District's Electoral Area "C" Noise Regulation and Prohibition Bylaw;
 - iii) measures to address water conservation;
 - iv) instructions on the use of appliances that could cause fires, and for evacuation of the building in the event of fire;
 - v) instructions on the storage and management of garbage;
 - vi) instructions on septic system care; and
 - vii) instructions on the control of pets (if pets are permitted by the operator) in accordance with the Regional District's Animal Control Bylaw.
 - c) the maximum number of bedrooms that may be occupied by paying guests shall be four (4);
 - d) the number of paying guests that may be accommodated at any time shall not exceed eight (8);
 - e) a minimum of four (4) on-site vehicle parking spaces shall be provided for paying guests;
 - f) camping and the use of recreational vehicles, accessory buildings and accessory structures on the property for vacation rental occupancy are not permitted; and
 - g) current telephone contact information for a site manager or the property owner, updated from time to time as necessary, as well as a copy of this Temporary Use Permit shall be provided to the owner of each property situated within 100 metres of the land and to each occupant of such property if the occupier is not the owner.

COVENANT REQUIREMENTS

8. Not applicable.

SECURITY REQUIREMENTS

9. Not applicable.

EXPIRY OF PERMIT

10. This Permit shall expire on December 31, 2020.

Authorising resolution passed by Regional Board on ____ day of _____, 2020.

B. Newell, Chief Administrative Officer

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

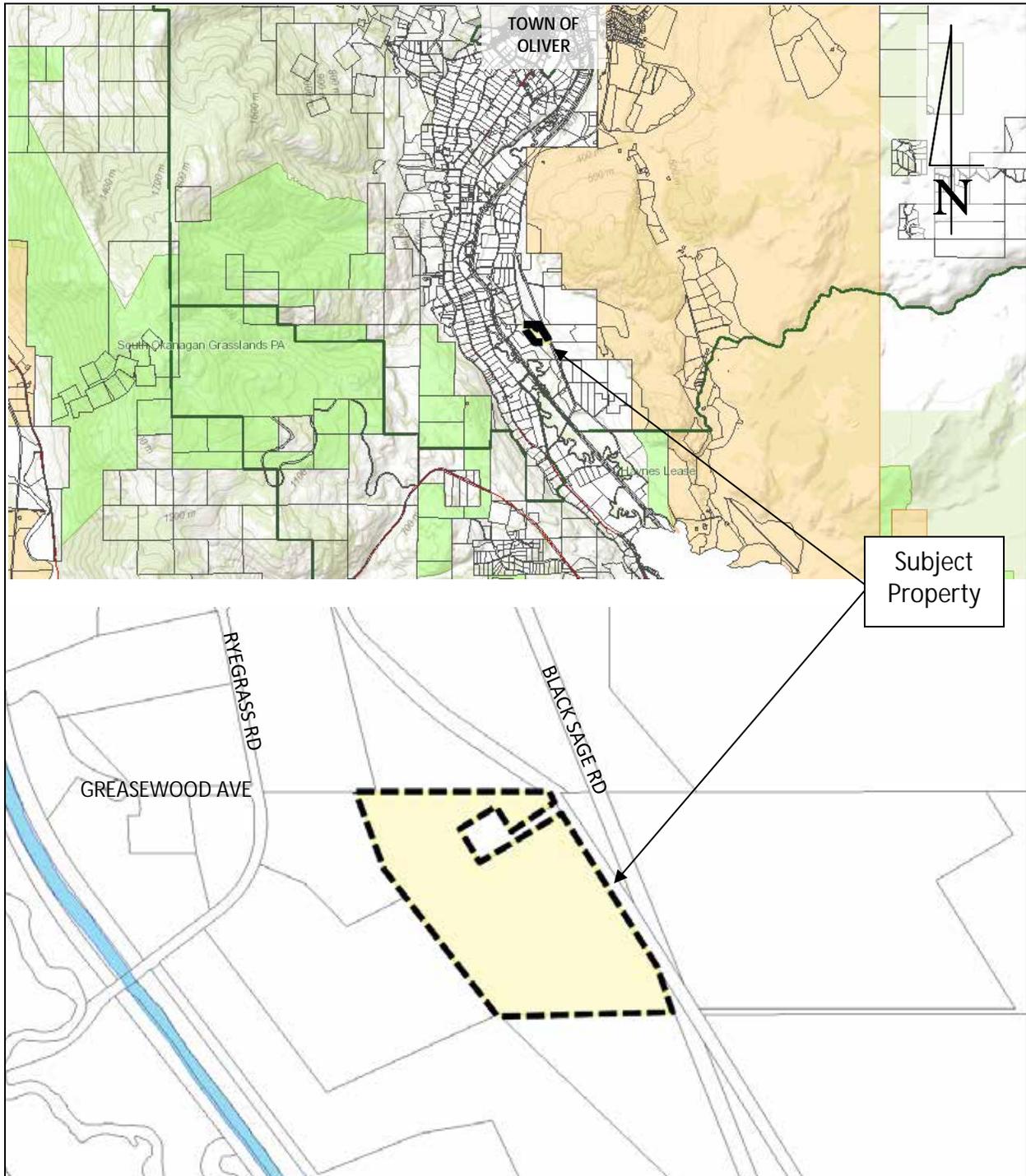
Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. C2019.015-TUP

Schedule 'A'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. C2019.015-TUP

Schedule 'B'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

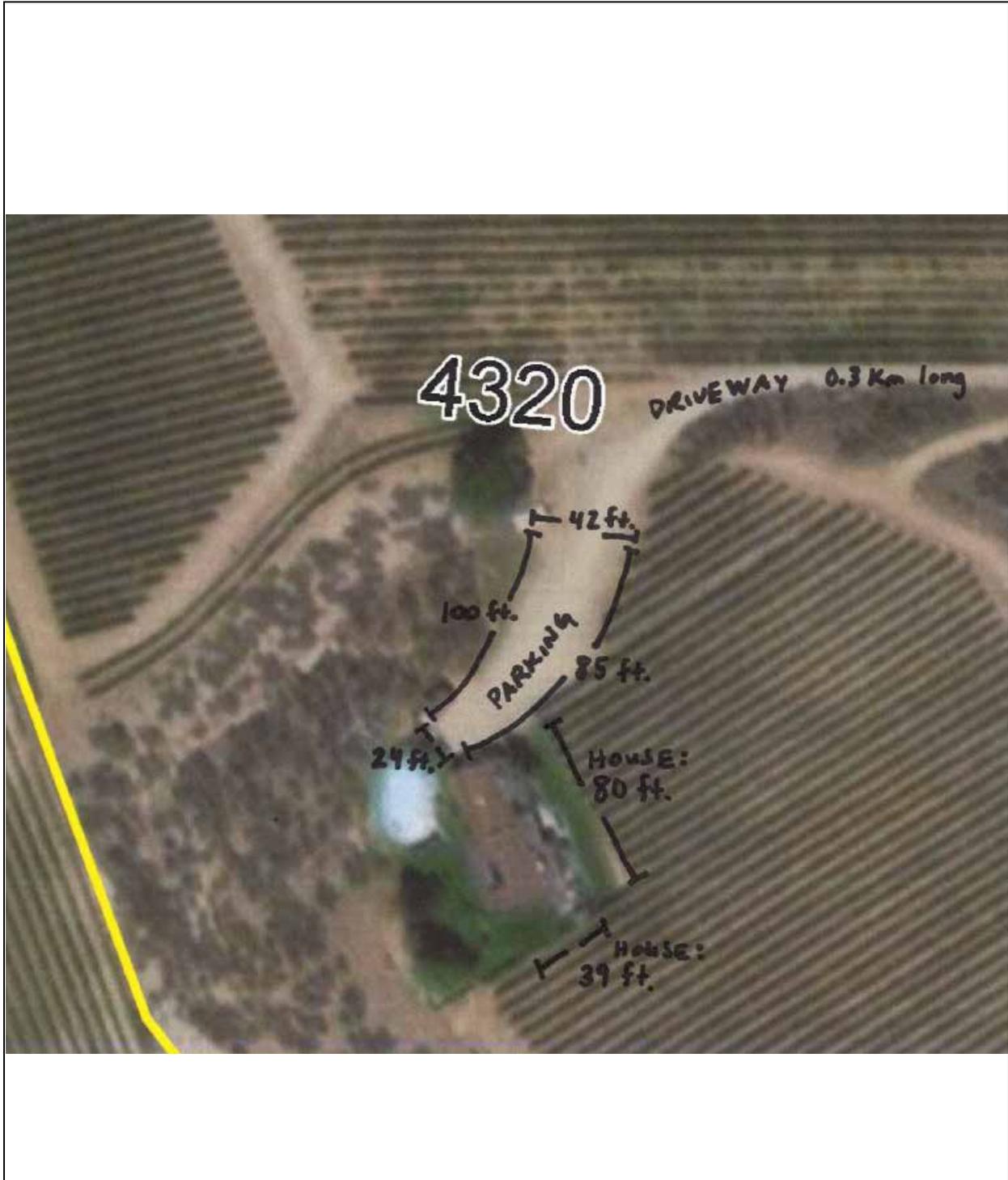
Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. C2019.015-TUP

Schedule 'C'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

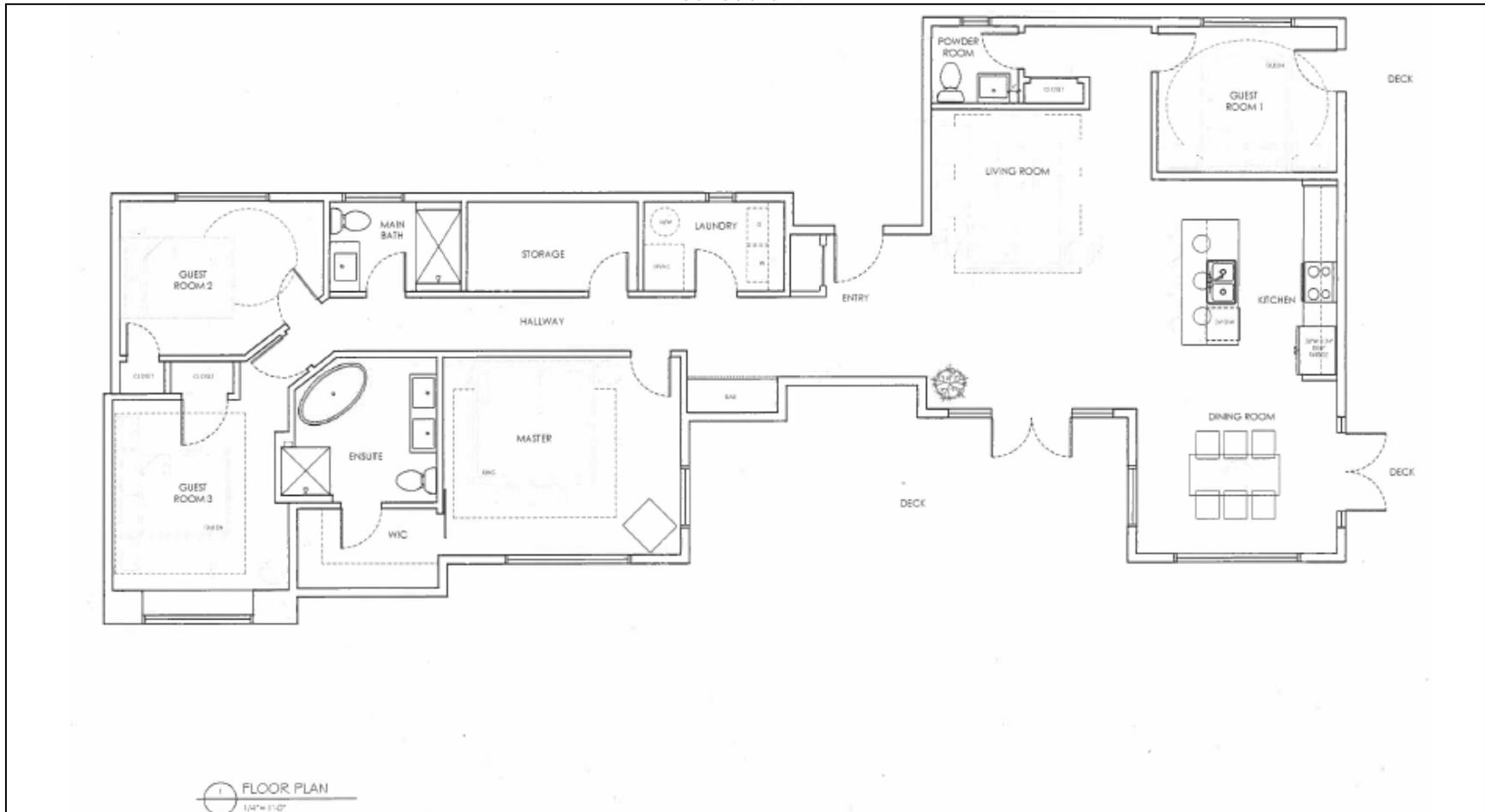
Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. C2019.015-TUP

Schedule 'D'



Lauri Feindell

Subject: FW: TUP Referral (Project No. C209.015-TUP)

From: Bob Graham <OFDChief@oliver.ca>
Sent: January 8, 2020 12:47 PM
To: Lauri Feindell <lfeindell@rdos.bc.ca>
Subject: RE: TUP Referral (Project No. C209.015-TUP)

Oliver Fire Dept. has no issues with this

Bob Graham
Fire Chief



Cell: 250.498.9992
ofdchief@oliver.ca
www.oliverfiredepartment.com

Follow us on:  



VALLEY CONGREGATION AL CHRISTIAN CHURCH

Box 1235, 4312 Black Sage Road

Oliver, B.C., V0H 1T0

January 7, 2020

Re: Temporary Use Permit C2019.015

We wish to bring to your attention the access to the above mentioned property.

ACCESS to this project under TUP C2019.015 does trespass the adjacent property of Valley Congregational Christian Church of Canada, 4312 Black Sage Road. We wish to create awareness of this and would appreciate notice of any other implications to our property incurred by this TUP 2019.015.

Receipt and response to this concern would be appreciated.

Sincerely,

[Redacted Signature]

Scot Hutchinson

Property and Finance

RECEIVED
Regional District

JAN 10 2020

101 Martin Street
Penticton BC V2A 5J9



006519.200



Interior Health

Every person matters

January 8, 2020

Regional District of Okanagan-Similkameen
JoAnn Peachey, File Manager
101 Martin Street
Penticton, BC V2A 5J9
planning@rdos.bc.ca

Dear Ms. Peachey:

RE: File #: C2019.015-TUP
Our interests are unaffected

The IH Healthy Built Environment (HBE) Team has received the above captioned referral from your agency. Typically we provide comments regarding potential health impacts of a proposal. More information about our program can be found at [Healthy Built Environment](#).

An initial review has been completed and no health impacts associated with this proposal have been identified. As such, our interests are unaffected by this proposal.

However, should you have further concerns, please return the referral to hbe@interiorhealth.ca with a note explaining your new request, or you are welcome to contact me directly at 1-855-744-6328 then choose HBE option.

Sincerely,

Mike Adams, CPHI(C)
Team Leader, Healthy Communities
Interior Health Authority



January 9, 2020

File No: C2019.015-TUP

Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9
Via E-mail: planning@rdos.bc.ca

Re: Proposed Temporary Use Permit - 4320 Black Sage Road

To the Regional District of Okanagan Similkameen,

Thank you for providing the B.C. Ministry of Agriculture the opportunity to comment on the proposed Temporary Use Permit application for 4320 Black Sage Road, Oliver. Ministry staff have reviewed the documents you have provided. From an agricultural perspective we can provide the following comments for your consideration:

- The proposal appears to meet the conditions as set out in the ALR Use Regulation section 34 for tourist accommodations in a pre-existing residential structure. Ministry staff encourage the RDOS and applicant to confirm with ALC staff that a non-adhering residential use application is not required (if they have not already done so).
- Ministry staff also encourage the RDOS to consider the ALC suggestions as per IB-06 that local governments which “permit accommodation for tourists on ALR land may wish to develop monitoring methodology or require permits to ensure the occupation of the accommodation meets the requirements of their bylaws.” (p.3)
- The Agricultural Land Reserve (ALR) is a provincial zone in which agriculture is recognized as the priority use. Farming is encouraged, and non-agricultural uses are restricted.

If you have any questions, please contact me directly at christina.forbes@gov.bc.ca or 250-861-7201.

Sincerely,

Christina Forbes, P.Ag., Regional Agrologist
B.C. Ministry of Agriculture – Kelowna
Office: (250) 861-7201
E-mail: christina.forbes@gov.bc.ca

Email copy: Sara Huber, ALC Regional Planner, Sara.Huber@gov.bc.ca



Lauri Feindell

From: Danielson, Steven <Steven.Danielson@fortisbc.com>
Sent: February 5, 2020 11:17 AM
To: Planning
Subject: Black Sage Rd, 4320 RDOS Oliver (C2019.015-TUP)

With respect to the above noted file,

There are FortisBC Inc (Electric) ("FBC(E)") primary distribution facilities along Black Sage Road. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

For more information, please refer to FBC(E)'s overhead and underground design requirements:

FortisBC Overhead Design Requirements

<http://fortisbc.com/ServiceMeterGuide>

FortisBC Underground Design Specification

<http://www.fortisbc.com/InstallGuide>

In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). Please have the following information available in order for FBC(E) to set up the file when you call.

- Electrician's Name and Phone number
- [FortisBC Total Connected Load Form](#)
- Other technical information relative to electrical servicing

Otherwise, FBC(E) has no concerns with this circulation.

It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

If you have any questions or comments, please contact me at your convenience.

Best Regards,

Steve Danielson, AACI, SR/WA

Contract Land Agent | Property Services | FortisBC Inc.

2850 Benvoulin Rd

Kelowna, BC V1W 2E3

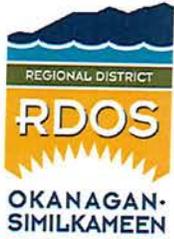
Mobile: 250.681.3365

Fax: 1.866.636.6171

FBCLands@fortisbc.com



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Feedback Form

Regional District of Okanagan Similkameen

101 Martin Street, Penticton, BC, V2A-5J9

Tel: 250-492-0237 / Fax: 250-492-0063 / Email: planning@rdos.bc.ca

TO: Regional District of Okanagan Similkameen **FILE NO.:** C2019.015-TUP

FROM: Name: John Unger
(please print)

Street Address: Valley Congregational Church

RE: **Temporary Use Permit (TUP) – “Vacation Rental” Use**
4320 Black Sage Road, Area “C”

My comments / concerns are:

- I do support the proposed use.
- I do support the proposed use, subject to the comments listed below.
- I do not support the proposed use.

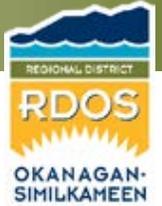
Written submissions received from this information meeting will be considered by the Regional District Board prior to a decision being made on this TUP application.

Wish to address the 'trespass' of the
drive to the location.

Feedback Forms must be completed and returned to the Regional District before Board meeting upon which the application is considered.

Protecting your personal information is an obligation the Regional District of Okanagan-Similkameen takes seriously. Our practices have been designed to ensure compliance with the privacy provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("FIPPA"). Any personal or proprietary information you provide to us is collected, used and disclosed in accordance with FIPPA. Should you have any questions about the collection, use or disclosure of this information please contact: Manager of Legislative Services, RDOS, 101 Martin Street, Penticton, BC V2A 5J9, 250-492-0237.

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: March 5, 2020

RE: Granite Creek – Heritage Services Agreement and Licence of Occupation

Administrative Recommendation:

THAT the Licence of Occupation for the Granite Creek site be cancelled.

Background:

The Regional District's relationship with the Granite Creek heritage site has evolved over the last five years. The following summarizes some key events related to the site:

2015-2017:

- The Regional District applied for a License of Occupation for the site and received a License for a limited portion of the lands due to a competing mineral claim.
- Negotiations between the Regional District, the Crown and the GCPS result in a revised area for the Licence of Occupation, which requires liability insurance to be carried for the site.

2017/18:

- A two-year Heritage Services Agreement is signed between the Regional District and the GCPS. The agreement outlines a framework of responsibilities for the GCPS, including obtaining liability insurance for the site.

2019/2020:

- The Province advised the Regional District that the GCPS applied directly with the Province for a lease for the purpose of "resuming operations (maintenance and possible interment)" at the cemetery portion of the site.
 - Follow-up communications confirm that the Province intends to enter into a separate Licence of Occupation with the GCPS for the cemetery portion of the site, so that the GCPS can operate and potentially expand the interment functions, including new burial sites.
 - The Province has said that in order for the Licence of Occupation between the GCPS and Province to be signed, the existing Licence of Occupation between the Regional District and Province must be modified to remove the cemetery portion. This request would effectively lead to two Licence of Occupation agreements for different areas of the same Heritage site – one agreement for the cemetery portion between the Province and GCPS, and another (modified) agreement for the Townsite portion between the RDOS and Province. These agreements would be in addition to a renewed/renegotiated Heritage Services Agreement between the RDOS and GCPS for the Townsite portion of the site, requiring annual reporting procedures.
-

-
- It is understood that each Licence of Occupation area would require liability insurance coverage by the tenant (GCPS), a standard clause in the Province's Licence of Occupation agreement. The Granite Creek Preservation Society already has stated that it is not prepared to extend their Heritage Services Agreement for the Townsite portion of the site unless the Regional District agrees to cover the cost of their annual insurance premiums each year going forward.
 - In addition, the Province has stated that: "Verbiage would be included in the lease's land use report that would direct the Regional District license to be re-amended to include the lands, should the lease ever cease to be in effect." This clause could create additional complications for the RDOS in the future.

Analysis:

Given that the Heritage Services Agreement is scheduled to expire on April 30, 2020, it seems reasonable and timely to allow the Agreement to expire on that date and to cancel the RDOS's Licence of Occupation. This would allow the Granite Creek Preservation Society to enter into a single Licence of Occupation agreement for all aspects of the Granite Creek Heritage site, provide organizational role clarity, and increase all around value for tax dollars by reducing government duplication.

Alternatively, the Regional District could determine to not cancel the Licence of Occupation but to modify the Licence to remove the cemetery portion. As a sub-leaser to the GCPS, the RDOS would negotiate a renewed Heritage Services Agreement with the GCPS and the RDOS would need to assume responsibility for covering the GCPS's annual insurance premium costs on an ongoing basis. In addition, two separate Licence of Occupation agreements for two different aspects of the same heritage site would need to be maintained and insured. This second option calls into question organizational role clarity, as well as value for tax dollars through duplication of efforts.

Alternatives:

1. Negotiate the renewal of the Heritage Services Agreement and cover the annual insurance premium; then modify the Licence of Occupation for the Granite Creek Heritage site to remove the cemetery portion.

Respectfully submitted:

Cory Labrecque

Cory Labrecque, Planner II

Endorsed By:



C. Garrish, Planning Manager

Endorsed By:

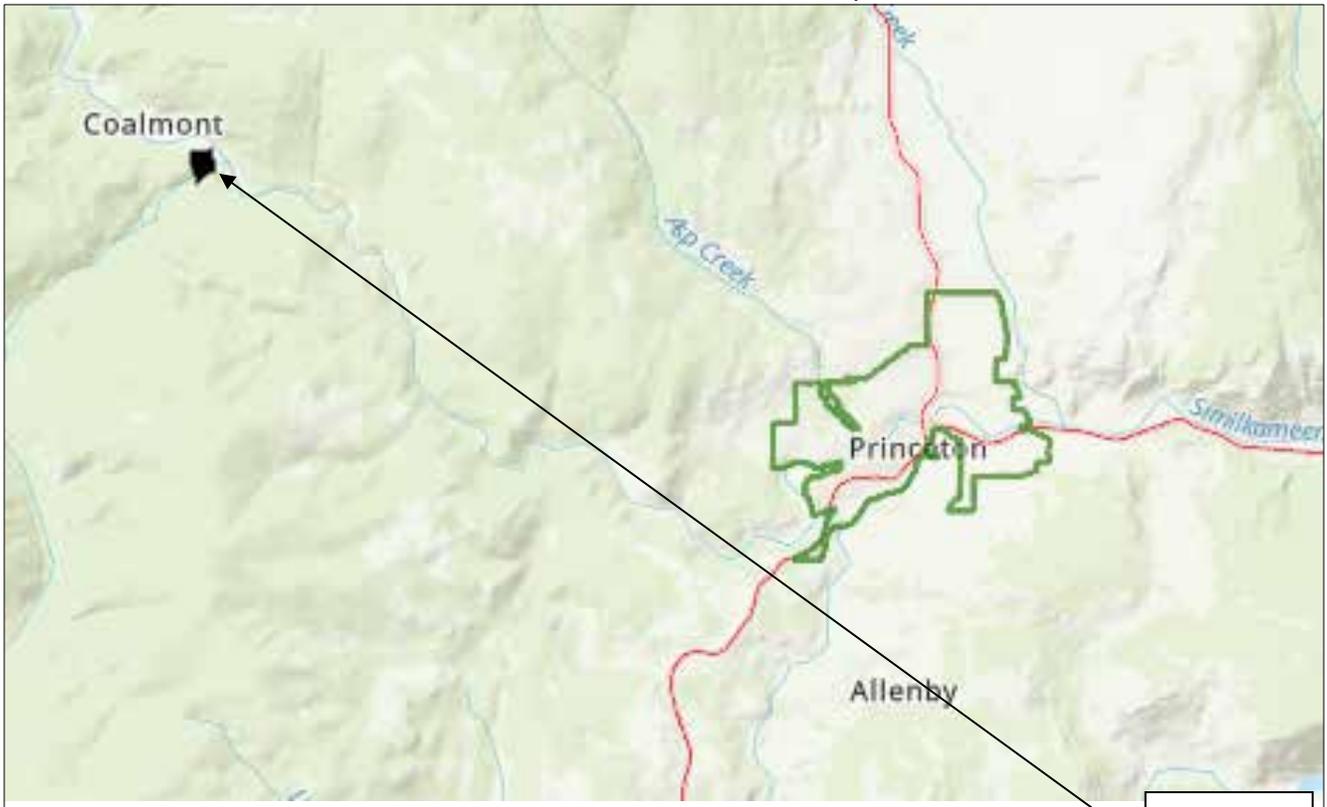


B. Dollevoet, G.M. of Dev. Services

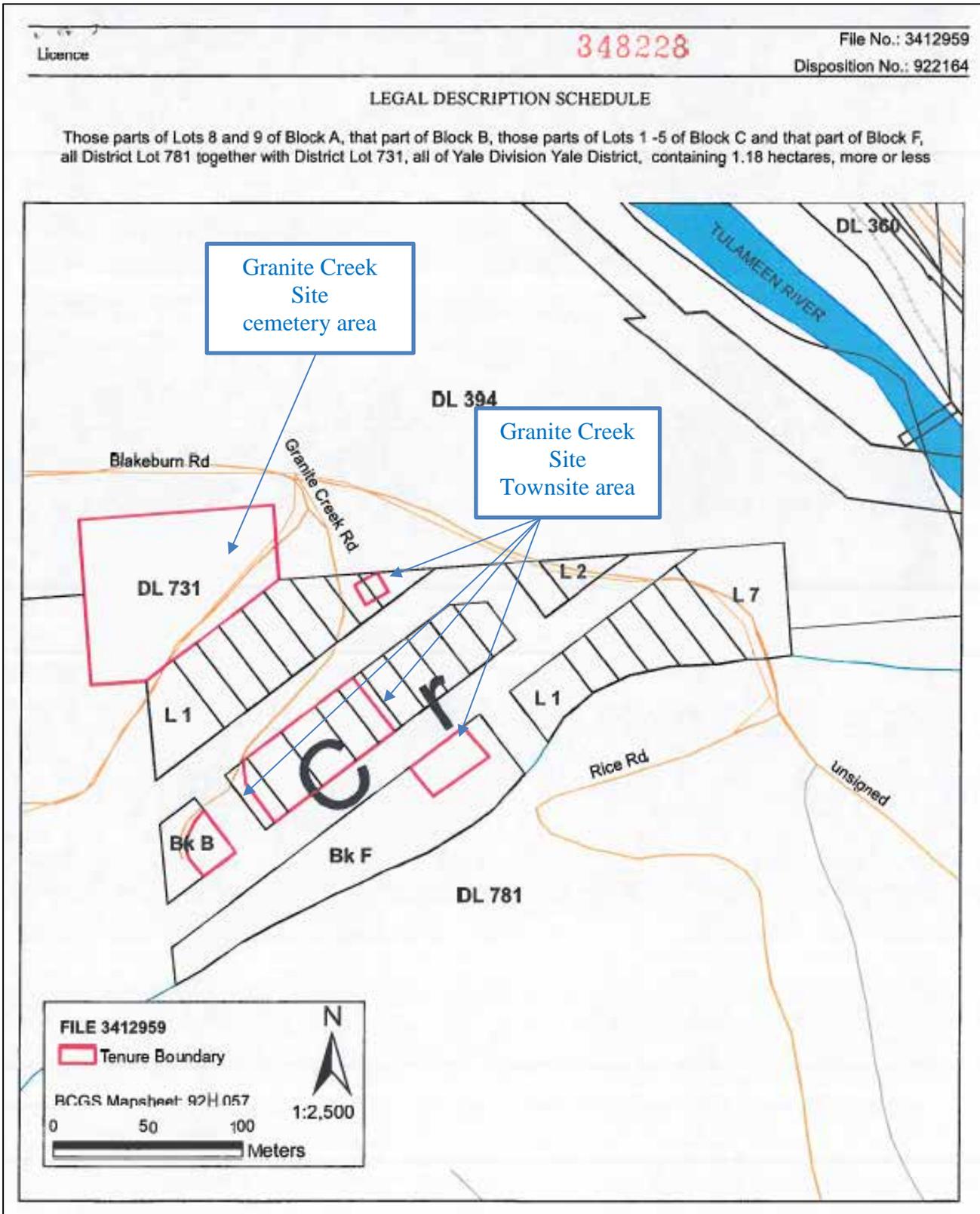
Attachments: No. 1 - Context Maps

No. 2 - 2016 Licence of Occupation Map

Attachment No. 1 - Context Maps



Attachment No. 2 - Existing Licence of Occupation for Granite Creek (Red Outline)



HERITAGE SERVICES AGREEMENT

THIS AGREEMENT, dated for reference this 1st day of May, 2018.

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin Street
Penticton BC
V2A 5J9

(hereinafter referred to as the "RDOS")

OF THE FIRST PART

AND:

GRANITE CREEK PRESERVATION SOCIETY
Box 3B, Comp. 10
Main Street
Coalmont, British Columbia V0X 1G0

(hereinafter referred to as the "Agreement Holder")

OF THE SECOND PART

Both of whom are sometimes referred to as the "Parties" and each of whom is a "Party" to this agreement

WHEREAS:

- A. The RDOS has entered into a License of Occupation with Her Majesty the Queen in the Right of the Province of British Columbia, as represented by the Minister Responsible for the Land Act, (the "Province") dated the 15th day of April, 2016 a copy of which is attached hereto as Schedule "A" hereto for the purposes of preservation of historical improvements and maintenance of site within the area described therein (the "Provincial Agreement");
- B. The RDOS wishes for the Agreement Holder to assist the RDOS to maintain that portion of the Lands described in the Provincial Agreement outlined in red on Schedule "B" attached hereto (the "Services Area") by providing the services described in Schedule "C" (the "Site Management Plan") and Schedule "D" (the "Services"); and
- C. The Agreement Holder confirms that it has the skills necessary to ensure the Services can be performed in a diligent and timely manner.

NOW THEREFORE, in consideration of the mutual exchange of benefits resulting from this agreement, the RDOS and the Agreement Holder agree as follows:

ARTICLE 1 – Services Agreement

- 1.01 The RDOS engages the Agreement Holder to provide the Services within the Service Area. The Agreement Holder will provide all Services without financial remuneration from the RDOS.
- 1.02 The Agreement Holder will perform the Services to the best of its ability in a workmanlike manner using qualified personnel and will provide all labour and related coordination and supervision and, subject to paragraph 1.11, all tools, equipment, materials and supplies required to do the work in accordance with the requirements of this Agreement and the operational requirements pursuant to the Schedules, as listed in paragraph 16.01.
- 1.03 The Service Area is the land outlined on the map in bold redline and/or described in Schedule "B" and all structures and other addresses/specified locations listed in Schedule "B", except land and structures that are excluded in notations made on the maps and Schedule "B".
- 1.04 The RDOS authorizes the Agreement Holder to enter the Service Area for the purposes of this Agreement but nothing in this Agreement grants to the Agreement Holder the exclusive use and occupancy of the Service Area. Existing conditions and land uses of the RDOS or the Province of British Columbia (the "Province") lands within the vicinity of the Service Area are subject to change including the status of roads, visual landscape conditions and the location and status of existing and new resource tenures.
- 1.05 The Agreement Holder will at all times during the term of this Agreement comply with the requirements of the Agreement Holder as referred to in Schedule "E" – Operational Standards.
- 1.06 The Agreement Holder will submit annually to the RDOS for approval an Annual Operating Plan in the form set out in Schedule "G" completed in a form and substance satisfactory to the RDOS.
- 1.07 The Agreement Holder will submit annually to the RDOS for approval an Annual Service Report in the form set out in Schedule "F" – Annual Reporting.
- 1.08 Nothing in this Agreement constitutes the Agreement Holder as the agent, joint venture, or partner of the RDOS or conveys any authority or power for the Agreement Holder to bind the RDOS in any way.
- 1.09 Nothing in this Agreement inhibits the RDOS from conducting its mandate on the Service Area, including the right to reserve for its own purpose and to grant dispositions of the land within the Service Area or any part of it, pursuant to Provincial Agreement.
- 1.10 The obligations of the Agreement Holder under this Agreement are subject to other rights of use and occupation granted by the Province and/or the RDOS, and the Agreement Holder must not interfere with the exercise of those rights by any other person. Notwithstanding anything herein to the contrary, in the event there is a conflict between

this Agreement and the Provincial Agreement, the terms of the Provincial Agreement will prevail and this Agreement will be deemed to be modified accordingly.

- 1.11 The Agreement Holder shall not assign, transfer or subcontract its obligations under this Agreement without the prior written consent of the RDOS, which consent may be arbitrarily withheld. This does not limit the Agreement Holder's right to perform services under this Agreement using their employees or registered volunteers.
- 1.12 The RDOS is under no obligation to provide management assistance, support or services, patrols, or conduct inspections during the term of this Agreement. At its sole discretion, the RDOS may contribute certain raw materials, supplies, services, access to tools, or reimburse the Agreement Holder for incidental expenses but is under no obligation to do so at any time under this Agreement.
- 1.13 Nothing in this Agreement constitutes a grant of any right to use the Service Area for any purpose other than as set out in the Schedules.

ARTICLE 2 – Duration and Modification

- 2.01 The duration of this Agreement is for a term of two (2) years commencing on May 1st, 2018 and ending on April 30th, 2020 inclusive.
- 2.02 This Agreement may not be modified except by a subsequent agreement in writing between the Parties, unless otherwise provided herein.
- 2.03 Notwithstanding anything herein to the contrary, either Party may cancel this Agreement by giving Thirty (30) days prior written notice to the other Party. Upon receiving cancellation notice, the party receiving the cancellation notice will have the opportunity to be heard by the party serving the cancellation notice and the Parties will use their best efforts to conclude the opportunity to be heard within the Thirty (30) day period.

ARTICLE 3 – Representations of the Agreement Holder

- 3.01 The Agreement Holder warrants and represents to the RDOS that:
 - (a) it has the legal capacity to enter into the Agreement and to carry out its obligations under this Agreement, all of which have been duly and validly authorized by all necessary corporate proceedings, if required;
 - (b) to the best of its knowledge, it is not in breach of any statute, regulation or by-law applicable to it or its operations;
 - (c) it will not be in breach of any legal restriction by entering into this Agreement and performing the Services;
 - (d) to the best of its knowledge, it holds all permits, licenses, consents and authorities issued by any federal, provincial, regional or municipal government or an agency of any of them, that are necessary in connection with the Services; and
 - (e) will comply or cause to comply with all applicable laws, including, without limiting the generality of the foregoing, federal and provincial legislative enactments, or any other governmental or municipal regulations which relate to the Services and

to comply or cause to comply with all lawful, police, fire and sanitary regulations imposed by any federal, provincial or municipal authorities.

- 3.02 The Agreement Holder acknowledges and agrees that:
- (a) it has inspected the Service Area;
 - (b) access to the Service Area is not guaranteed by the RDOS;
 - (c) it is solely responsible for any applicable employee labour costs including statutory contributions;
 - (d) when the Agreement Holder hires a worker, or contracts with an employer, the Agreement Holder shall observe and enforce all safety measures required by the *Workers Compensation Act* of British Columbia, attendant regulations, and all applicable statutes; and
 - (e) it will secure in advance from before the time and date of this Agreement, at the Agreement Holder's sole cost, any licenses and permits that may be required for the supply of the Services.

ARTICLE 4 – Indemnity and Waiver

- 4.01 The Agreement Holder will indemnify and save harmless the RDOS, its elected officials, its servants, employees and agents from and against:
- (a) any and all claims, suits, lawsuits, injuries, damages, liabilities and expenses (including without limitation, reasonable legal fees and expenses on a solicitor-client basis) and costs of investigation (whether or not litigation occurs) (collectively the "Losses"), occasioned in connection with, or arising or alleged to arise from, wholly or in part, from any breach by the Agreement Holder, of any of its representations, warranties, covenants or agreements contained herein;
 - (b) any and all Losses occasioned in connection with, or arising or alleged to arise from, wholly or in part:
 - (i) the acts or omissions or violations of any applicable law, rule, regulation or order, of or by the Agreement Holder or any of its agents, owners, officers, directors, members, managers, representatives, suppliers, employees, servants, players, guests, invitees, participants or performers in connection with the Services; or
 - (ii) the Agreement Holder's exercise of the privileges herein granted, except to the extent any such Losses were caused by the negligence of the RDOS and their employees or agents.
- 4.02 The Agreement Holder hereby relieves and releases the RDOS from:
- (a) any and all liability to the Agreement Holder by reason of any injury or damage to any property belonging to the Agreement Holder, its employees or invitees;
 - (b) any and all liability to the Agreement Holder or others as a result of theft, vandalism or pilferage of any property belonging to the Agreement Holder.

4.03 The Agreement Holder will exercise due diligence and all reasonable care to prevent damage to, or loss of any property in the Service Area. On the occurrence of damage or loss to property, the Agreement Holder will immediately take appropriate action to mitigate or prevent further damage or loss and immediately notify the RDOS so the RDOS can provide direction as to remedial measures to be undertaken. The Agreement Holder will comply with any directions given by the RDOS under this paragraph 4.03 in a timely manner.

ARTICLE 5 - Insurance

5.01 The Agreement Holder will obtain and keep in force during the term of this Agreement Commercial General Liability Insurance with insurance limits of not less than \$2,000,000.00 per occurrence and a \$5,000,000.00 aggregate, and shall include coverage for: premises, activities and operations liability; blanket contractual liability; cross liability; owners and consultants protective liability; personal injury; broad form loss of use; owned and non-owned automobile liability; and to name the RDOS as an additional insured on the policy and deliver to the RDOS written confirmation of the required insurance coverage upon execution of this Agreement in a form and substance satisfactory to the RDOS acting reasonably; provided however to increase the amount of such insurance as required by the RDOS and provide the RDOS with written confirmation thereof within sixty (60) days from the date of such notice from the RDOS.

ARTICLE 6 – Records Management and Inspection

6.01 The Agreement Holder is responsible for the safety of its registered volunteers at all times. The Agreement Holder must keep records of its registered volunteers and volunteer activities including proof of certification and training required to perform activities where applicable and submit the same concurrently with the requirement to file an annual report as referred to in paragraph 9.02 herein. Records must be kept for Seven (7) years following the termination of this Agreement.

6.02 The RDOS may conduct inspections or audits during the term of this Agreement pertaining to the Agreement Holder's performance or obligations under this Agreement. The RDOS will advise the Agreement Holder in writing or verbally followed up in writing of any conditions requiring correction to meet the terms and conditions of this Agreement, and include a reasonable time period to comply.

6.03 The Agreement Holder will comply with the requirements of the RDOS under this section in a timely manner.

ARTICLE 7 – Disposition of Improvements

7.01 All structures, subject to paragraph 7.03, shall remain vested in the Province absolutely;

- 7.02 All additions and improvements made by the Agreement Holder or made by the RDOS on the Agreement Holders' behalf shall remain the property of the RDOS regardless of the degree of a fixation or installation and may not be removed from the Service Area at any time without prior written approval of the RDOS. The RDOS is under no obligation to repair, maintain or insure such additions or improvements. The Agreement Holder may not, at the expiration of the term as herein provided, remove the said additions or improvements unless required to do so by the RDOS. In the event of failure to remove as required, the RDOS may attend to the removal at the expense of the Agreement Holder and sold or disposed of by the RDOS in such manner as it deems advisable;
- 7.03 All additions and improvements not required to be removed by the Agreement Holder pursuant to paragraph 7.02 shall become the property of the RDOS and the Agreement Holder releases the RDOS from any claims of ownership with respect to the additions and improvements.
- 7.04 Subject to the operational requirements set out in the Schedules attached hereto, the Agreement Holder acknowledges that all improvements on Provincial land are for general public usage and not for the exclusive use of the Agreement Holder.

ARTICLE 8 – Dispute Resolution

- 8.01 If any dispute arises between the parties as to whether either party has complied with its obligations under this Agreement or if any dispute or controversy arises between the parties with respect to the interpretation or implementation of any of the provisions of this Agreement (any and all disputes and controversies described in this Section 8 are hereinafter collectively referred to as a "Dispute" or "Disputes"), the parties shall make all reasonable efforts to resolve any and all Disputes by amicable negotiations, and the parties shall provide, on a without prejudice basis, full, frank, candid and timely disclosure of relevant facts, information and documents in order to facilitate such negotiations, provided that in so doing the Agreement Holder and the ROOS are bound to comply with all applicable laws respecting such disclosure.
- 8.02 In the event either of the parties is of the reasonable opinion that a Dispute cannot be resolved by such negotiation, either party may, upon TEN (10) days' prior written notice to the other party, require that the Dispute be referred to a mediator for mandatory mediation. The mediator shall be selected by the party to whom notice is given under this paragraph 8.02, from a list of THREE (3) mediators identified in the written notice given by the party requiring the mediation.
- 8.03 The purpose of any mediation that takes place pursuant to paragraph 8.02 hereof shall be to assist the parties in reaching a voluntary agreement respecting the Dispute. The format and timing of any such mediation shall be as agreed upon by the parties and the mediator, and the costs of the mediator shall be borne equally by the parties.

- 8.04 In order to promote communication between the parties, counsel, and the mediator and to facilitate settlement of the Dispute, each of the parties will agree that all statements made during the course of the mediation are privileged settlement discussions, are made without prejudice to either party's legal position, and are inadmissible for any purpose in any legal proceeding. Any information disclosed by a party, or by a witness on behalf of a party, at such mediation is confidential.
- 8.05 Neither party will make any attempt to compel the mediator's testimony, nor compel the mediator to produce any documents provided by the other party to the mediator. In no event will the mediator disclose confidential information provided during the course of the mediation, testify voluntarily on behalf of either party, or submit any type of report to any court in connection with the Dispute in issue. The mediator may find it helpful to meet with each party separately in the course of the mediation, and in such event, the mediator will not reveal what is said by a party, without that party's permission.
- 8.06 Representatives of the parties will be invited to attend mediation sessions, but no one else may attend without the permission of the parties and the consent of the mediator.
- 8.07 In the event that any Dispute referred to mediation pursuant to paragraph 8.02 hereof has not been resolved within TEN (10) days of the date the mediator was selected, or such further period as may be agreed upon by the parties in writing, the mediator shall terminate the mediation by giving notice of termination to both parties.
- 8.08 In the event the parties are not in agreement to refer a dispute to arbitration pursuant to the Arbitration Act of British Columbia, a mediator has not been appointed for whatever reason, or the mediator has been terminated pursuant to paragraph 8.07 herein, in such an event, either party shall then be at liberty to refer the dispute to any Court having jurisdiction and competency to hear the relevant matters.
- 8.09 Any mediation or arbitration proceeding contemplated herein shall be held in the City of Penticton, British Columbia unless the parties mutually agree otherwise.

ARTICLE 9 – Miscellaneous Terms and Conditions

- 9.01 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties:
- (a) if hand delivered, included by bonded courier, to a Party at the address specified in this Agreement, as amended from time to time, on the date of that personal delivery;
 - or
 - (b) if mailed, on the third business day after the mailing of the same by prepaid post to the addresses specified in this Agreement, as amended from time to time; or
 - (c) if sent by facsimile transmission, when transmitted, only if transmitted to the facsimile machine numbers specified in this Agreement, as amended from time to

time. The onus of proving transmission and valid delivery lies with the transmitting Party, by copy of a facsimile transmission confirmation to the appropriate fax number;

- (d) if sent by email as of the time of verified reception to an email address specified in this Agreement, as amended from time to time. The onus of proving reception lies with the mailing Party, by copy of an email confirmation to the appropriate email address.
- 9.02 The documents to be submitted by the Agreement Holder to the RDOS are set out in Schedule "F", Annual Reporting and Schedule "G" Annual Operating Plan attached to this Agreement, become the property of the RDOS, and as such, may be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act.
- 9.03 If either party to this Agreement is prevented or delayed from performing any of its obligations on its part to be performed hereunder by reason of a an event of force majeure then and in every such event, any such prevention or delay shall be deemed to be a breach of this Agreement. The performance shall not be deemed to be a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period or disability and the period of all such delays resulting from any such thing required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is to be done, or made pursuant hereto, shall be extended by the total period of all such delays unless is otherwise provided herein. For the purposes of this paragraph 9.03, an event of force majeure means any circumstances or act beyond the reasonable control of the party claiming force majeure and which could not have been avoided or prevented by due diligence and the use of reasonable efforts by the party claiming force majeure, including, without limitation, labor disputes, strikes, lock outs, unavoidable casualties, riots, insurrection or terrorism, which have the affect of preventing or hindering performance, if such circumstance or events are beyond the reasonable control of the party claiming force majeure and could not have been avoided or prevented by due diligence and the use of reasonable efforts by the party claiming force majeure, provided in no event will a lack or insufficiency of funds or failure to make payment of monies on the part of the party claiming force majeure or be allowed to give rise to an event of force majeure and in no event will a circumstance or act arising out of the default by a party claiming force majeure of its obligations under this agreement be allowed to give rise to an event of force majeure.
- 9.04 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate a waiver of this provision.
- 9.05 The duties and obligations imposed by this Agreement and the rights and remedies under this Agreement are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.06 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the performance of which is not required prior to the termination of the Agreement shall survive such termination and shall be fully enforceable hereunder.

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

ARTICLE 10 – Fees

N/A for this agreement.

ARTICLE 11 – Warranty of Non-Profit Status

11.01 The Agreement Holder represents and warrants to and covenants with the RDOS that it is now and will continue to be a not-for-profit corporation and a non-commercial undertaking and that it does not and will not distribute profits to its members.

ARTICLE 12 – Whole Agreement

12.01 The provisions of this Agreement constitute the whole agreement between the parties and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the provision of the Services.

ARTICLE 13 – Waiver or Non-Action

13.01 Waiver by the RDOS of any breach of any term, covenant or condition of this Agreement by the Agreement Holder shall not be deemed to be a waiver of any subsequent default by the Agreement Holder. Failure by the RDOS to take any action with respect to any breach of any term, covenant or condition of this Agreement by the Agreement Holder shall not be deemed to be a waiver of such term, covenant or condition.

ARTICLE 14 – Interpretation

14.01 In this Agreement, unless the Agreement otherwise requires, the singular includes the plural and the masculine includes the feminine, corporation or body politic.

14.02 The captions and headings contained in the Agreement are for convenience only and are not be construed as defining or in any way limiting the scope or intent of the provisions of the Agreement.

14.03 In this Agreement, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the Agreement otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

14.04 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and the remaining parts will be enforceable to the fullest extent permitted by law.

ARTICLE 15 – Designated Contact

15.01 Each Party will nominate a primary contact as set out in the Schedules for communicating all matters dealing with this Agreement.

ARTICLE 16 – Schedules

16.01 The Schedules to this Agreement form part of this Agreement. In the event of a conflict between the main body of this Agreement and a Schedule, the main body of this Agreement shall prevail. This Agreement includes the following Schedules:

<u>Schedule</u>	<u>Title</u>
A	Provincial Agreement
B	Service Area
C	Site Management Plan
D	Services
E	Operational Standards
F	Annual Reporting
G	Annual Operating Plan

This Agreement may be executed by the Parties on separate copies of the Agreement which becomes complete and binding upon the latter of the two executions.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year last written below.

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
by its authorized signatories:

Date Executed: _____

GRANITE CREEK PRESERVATION SOCIETY
by its authorized signatories:

Date Executed: _____

Schedule "A"
PROVINCIAL AGREEMENT



LICENCE OF OCCUPATION

Licence No.:

348228

File No.: 3412959

Disposition No.: 922164

THIS AGREEMENT is dated for reference April 15, 2016 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:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin St
Penticton, BC V2A 5J9

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means April 15, 2016;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Hazardous Substances**" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“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 Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

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

“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;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

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

“you” or “your” refers to the Licensee.

1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for preservation of historical improvements and maintenance of site purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) 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) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and

- (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) 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*;
- (i) 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, 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 or any interest of yours under this Agreement to sale or forfeiture;
- (j) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (k) 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*;
- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;

- (m) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
- (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (n) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this

Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

- 4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement 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*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date 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 as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you

acknowledge that 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 Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement 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), or any other applicable enactment;
- (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 Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(n)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(n)(iii); and
- (i) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and

- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin St
Penticton, BC V2A 5J9;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive

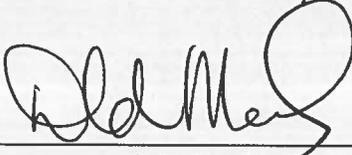
or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;

- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

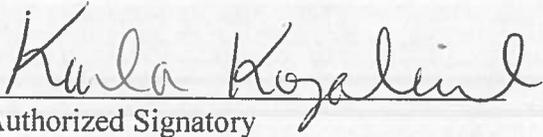
The parties have executed this Agreement as of the date of reference of this Agreement.

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

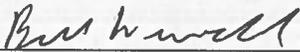


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**
By its authorized signatories



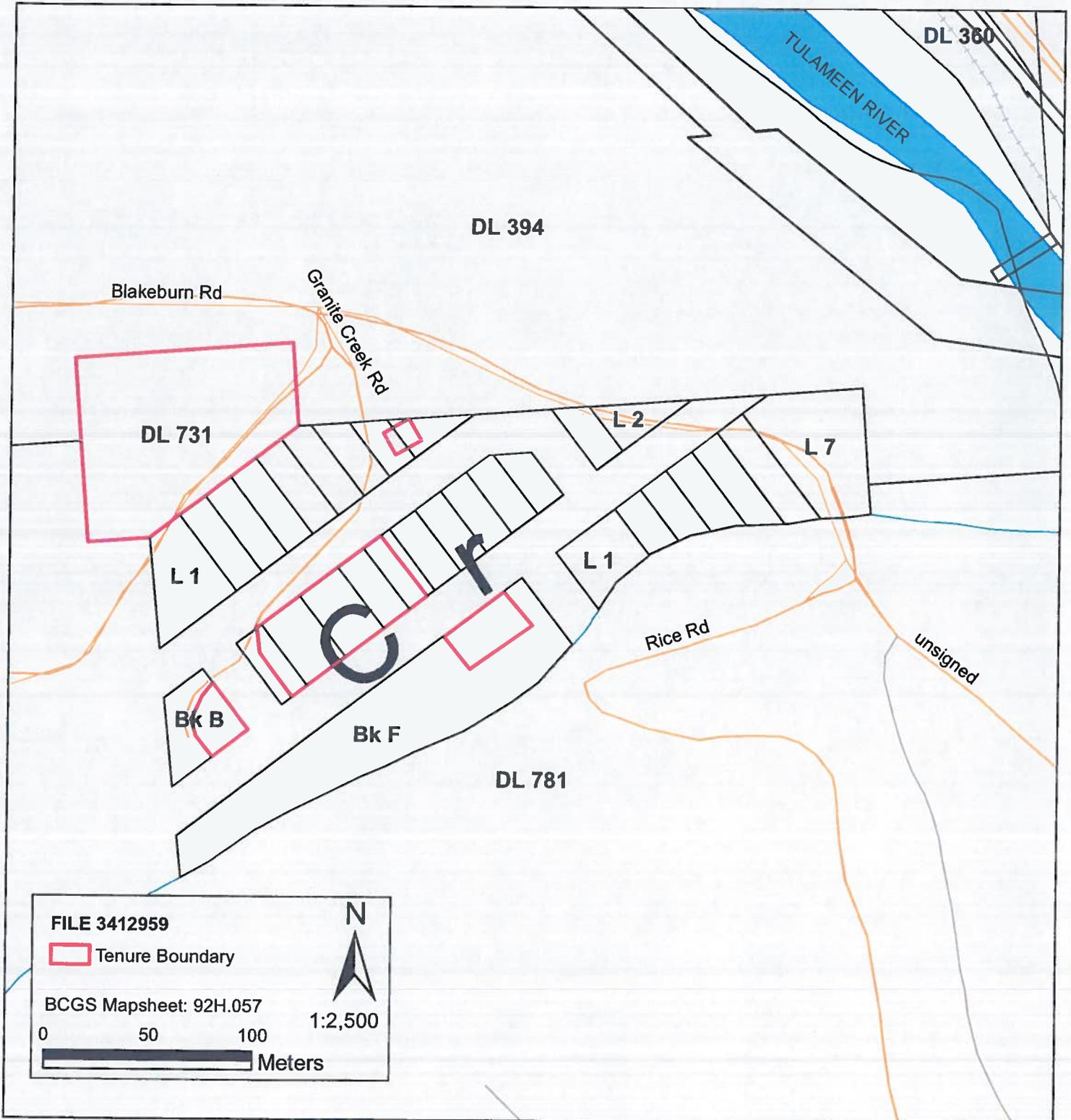
Authorized Signatory



Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

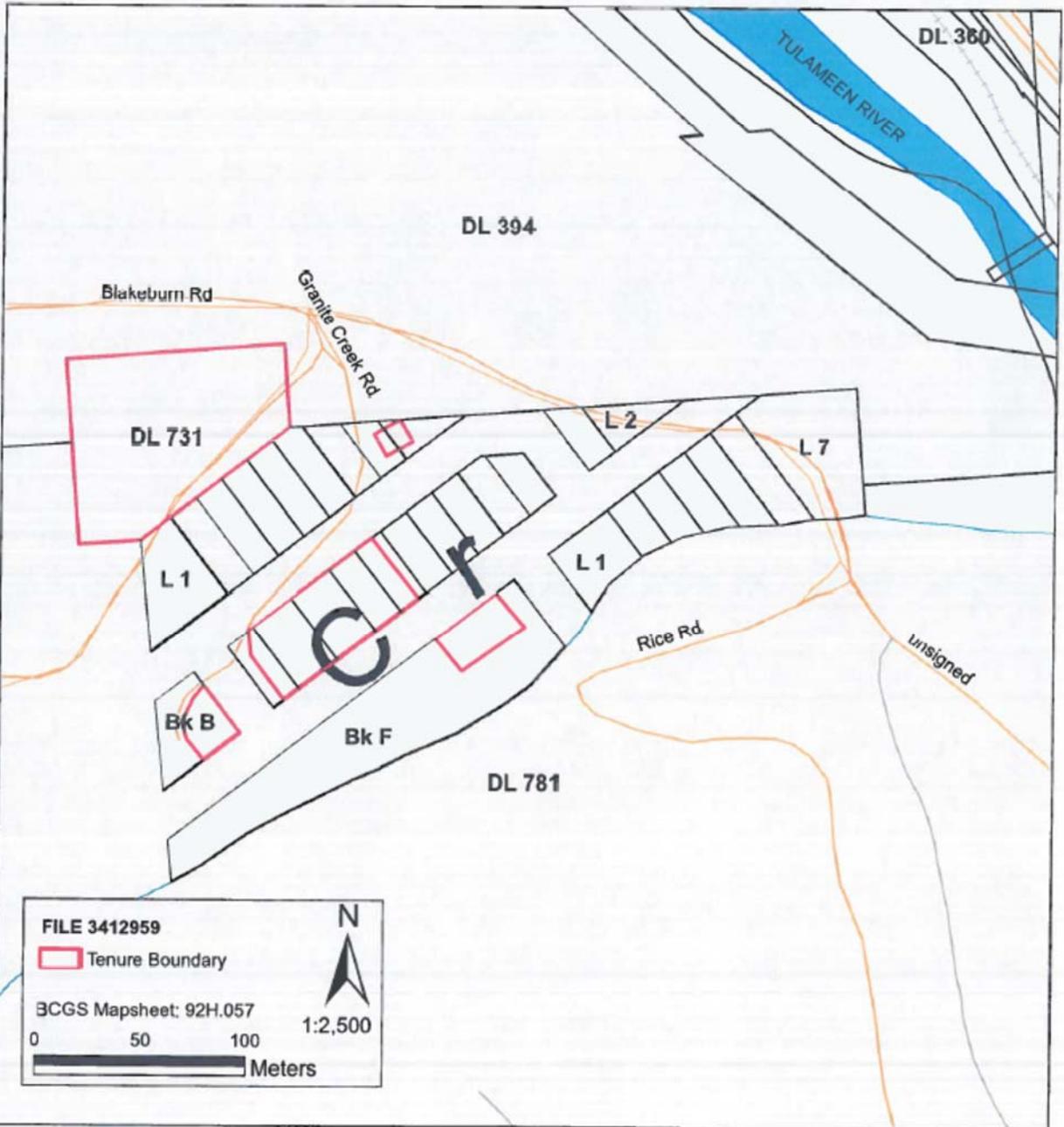
Those parts of Lots 8 and 9 of Block A, that part of Block B, those parts of Lots 1 -5 of Block C and that part of Block F, all District Lot 781 together with District Lot 731, all of Yale Division Yale District, containing 1.18 hectares, more or less



**Schedule "B"
SERVICE AREA**

LEGAL DESCRIPTION SCHEDULE

Those parts of Lots 8 and 9 of Block A, that part of Block B, those parts of Lots 1 -5 of Block C and that part of Block F, all District Lot 781 together with District Lot 731, all of Yale Division Yale District, containing 1.18 hectares, more or less



Schedule "C"
SITE MANAGEMENT PLAN

MANAGEMENT PLAN

FILE #	3412959
TENURE #:	
DATE APPROVED:	
PURPOSE:	Preservation of historical improvements and maintenance of site located within the former Granite Creek Townsite
LEGAL DESCRIPTION:	Those parts of Lots 8 and 9 Block A, that part of Block B, those parts of Lots 1 -5, Block C and that part of Block F, all of District Lot 781 together with District Lot 731, all of Yale Division Yale District, containing 1.18 hectares, more or less

COPY

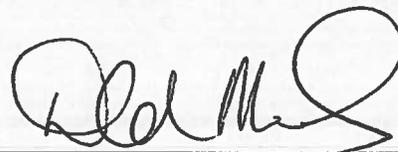
Any future alterations or additions to the improvements will require our prior written consent.

This Licence of Occupation does not diminish the rights of the recorded mineral tenure holder.

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 Licence of Occupation 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.

ACCEPTED BY:
SIGNED REGIONAL DISTRICT OF
OKANAGAN SIMILKAMEEN :

This Management Plan has been approved
by the Ministry of Forest, Lands and
Natural Resource Operations.



Authorized Signatory

DATE:

DATE: JANUARY 31, 2017

MANAGEMENT PLAN

FILE #	3412959
TENURE #:	
DATE APPROVED:	
PURPOSE:	Preservation of historical improvements and maintenance of site located within the former Granite Creek Townsite
LEGAL DESCRIPTION:	Those parts of Lots 8 and 9 Block A, that part of Block B, those parts of Lots 1 -5, Block C and that part of Block F, all of District Lot 781 together with District Lot 731, all of Yale Division Yale District, containing 1.18 hectares, more or less

Any future alterations or additions to the improvements will require our prior written consent.

This Licence of Occupation does not diminish the rights of the recorded mineral tenure holder.

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 Licence of Occupation 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.

ACCEPTED BY:
SIGNED REGIONAL DISTRICT OF
OKANAGAN SIMILKAMEEN :

~~This Management Plan has been approved by the Ministry of Forest, Lands and Natural Resource Operations.~~

Bill Munnell

Karla Rezakovich
Authorized Signatory

RDOS

DATE: 20 January 2017

DATE:

MANAGEMENT PLAN

COPY

Proposed Use and Management:

The RDOS plans on doing a sub-license with the Granite Creek Preservation Society for the management of the Granite Creek site.

In 2013 the Granite Creek town site and Cemetery were recognized for their historic value by the RDOS. The area has also been added to the BC Register of Historic Places and the Canadian Register of Historic Places.

In September, 2013 the Granite Creek Preservation Society was formed and on November 27, 2013 it was incorporated (Number S-0061999). The purposes of the Granite Creek Preservation Society are:

1. *To protect the territorial integrity of the Granite Creek site;*
2. *To provide an understanding of the importance of the historical, archeological and geological aspects of the Granite Creek site;*
3. *To encourage the continued study of the significance of the Granite Creek site.*

Since the group's inception they have created a web site and have been carefully cataloguing photographs, newspaper articles, old letters, maps, prospectors' biographies, etc. relating to Granite Creek. Their website can be found at www.granitecreekbc.ca. Members of Their group have also done much work looking after the Granite Creek Cemetery. Dead trees have been felled, headstones have been cleaned, and an index of those interred is constantly being updated as new information arises. Litter left in the town site and Cemetery is removed as needed. Their efforts are part of an ongoing project to enhance what is left of one of the earliest towns in the area and it is all done by volunteers who are dedicated to preserving the history of Granite Creek.

It is their/our hope that in the future, story boards will be erected with photographs of the town in its heyday to educate current and future generations of this important part of our history. They also hope to place a few picnic tables on the flat of the town and some benches overlooking the once famous Granite Creek.

Schedule "D" **SERVICES**

Attached to the Agreement with the Regional District of Okanagan-Similkameen for Heritage Site Service Agreement.

1. Purpose and Operating Season

This Agreement is issued to the Agreement Holder for heritage site improvement and maintenance. The Operating Season for this Agreement is year round.

2. Designated Representative

Both parties designates the following representative to be responsible for liaising between the:

Regional District of Okanagan-Similkameen

Name: Candice Gartner (or alternative designate)
Address: 101 Martin Street Penticton, British Columbia, V2A 5J9
Telephone: 250.490.4218
Email: cgartner@rdos.bc.ca

Granite Creek Preservation Society

Name: Bob Sterne
Address: Box 3B, Comp. 10, Main Street, Coalmont, British Columbia V0H 1G0
Telephone: 250.295.4355
Email: admin@granitecreekbc.ca

3. Services

In accordance with this Agreement, and as more specifically set out in schedules attached to this Agreement, the Agreement Holder is permitted to perform the Services as set out below in the Agreement Area. The Agreement Holder must obtain the written approval of the RDOS for any modifications to the Services, the original Site Management Plan (Schedule "C"), and/or the Annual Operating Plan (Schedule "F").

Heritage research and interpretation.

- Prepare factual historical content for interpretive materials (e.g. signs, brochures, and website).
- Design a self-guided historical walking tour.

Site improvements and maintenance

- Install approved signage and trail markers.
- Use hand tools (e.g. rake, shovel, hammer, etc.) to maintain and repair walking trails, signage and other historical site amenities (e.g. kiosks, cairns, fences).
- Use power tools for approved construction related to heritage conservation.
- Use machinery to maintain or restore trails.
- Collect and remove garbage by gloved hand.

- Cleaning of signage and historical site amenities (eg. cemetery headstones, name markers, benches, picnic tables).
- Travel by walking, hiking and snowshoes to monitor and maintain heritage site.
- Travel by On Road Vehicle, ATV, or snowmobile to monitor and maintain heritage site.

Public Services/Outreach

- Deliver guided walks, interpretive tours, educational seminars and workshops.
- Promote the heritage site.
- Monitor visitor use (counting visitors and recording their activities).
- Public outreach including providing general information to visitors.
- Host non-competitive special events to promote the heritage site.
- Heritage site condition reporting.
- Record photographs and/or videos.
- Observe and take photographs to report back to staff on trail, amenity, facility, general conditions.

4. Record Keeping

The Agreement Holder will keep accurate records of all of its personnel (employees and volunteers) including name, address, date of birth, qualifications, the dates the person started and stopped performing work for the Agreement Holder and, as a condition of insurance, keep records of the specific dates that each individual performed Services under this Agreement.

A formalized volunteer agreement is recommended between the Agreement Holder and any individual volunteers that are not employees or members of the Agreement Holder organization. The agreement should set out the roles and responsibilities of each party, describe the approved activities, and record the training, certification or training requirements of the individual.

If a volunteer is already insured to operate motorized equipment used to carry out the Services (e.g. ICBC for vehicles), volunteers must disclose insurance coverage before project commences.

5. Certification, Training and Qualifications

The minimum licensing, certification, training and qualifications for individual performing related activities are as follows. The Agreement Holder must obtain or witness proof of compliance before permitting an individual to perform related Services:

- Power Tools and other machinery: (e.g. skill saw, brush cutters, lawn mowers) must show competency with power tools that will be used to perform the Services. Operators must have sufficient training and expertise in operation of equipment being used.
- Chain Saws: Operator must show proof of BC Forest Safety Council's Basic Chainsaw Operator Training course or equivalent qualification.
- Tree Falling: Must be certified at the appropriate faller level by BC Forest Safety Council and must adhere to the Province's Hand Falling Activities Guidelines.
- Snowmobile: Operator must have sufficient training and expertise in operation of equipment being used.
- ATV: Operator must have sufficient training and expertise in operation of equipment being used.

6. Accidents and Incidents

The Agreement Holder will report to the RDOS any serious accident or safety concerns reported to the Agreement Holder or involving an employee or volunteer to the Agreement Holder or which the Agreement Holder discovers involving or regarding trails, structures and amenities within the Agreement Area.

Schedule "E"
OPERATIONAL STANDARDS

1. ROLES AND RESPONSIBILITIES

1.1. Regional District of Okanagan-Similkameen roles and responsibilities

RDOS will provide:

- a) Specifications for signage construction and installation.
- b) To the nearest Fire Centre, the names(s) and contact information of heritage site operators at heritage site.
- c) To the RDOS website, information regarding the site's description and the location of the heritage site.
- d) Guidelines for disposing of needles and noxious substances.

1.2. Agreement Holder's roles and responsibilities

The Agreement Holder will:

- a) Acknowledge and agree with the RDOS that nothing in the Heritage Site Service Agreement will be deemed to grant to the Agreement Holder the exclusive use and possession of a Heritage Site.
- b) Not represent or speak on behalf of the RDOS.
- c) Be courteous and tactful when dealing with the public.
- d) Carry out all work in a manner that will create the least disruption and inconvenience to the public.
- e) Possess a general knowledge of the site(s) and structures.
- f) Repair or eliminate known hazards when possible. If a natural hazard becomes known to the Agreement Holder during routine maintenance visits, such as river/creek crossings, slides/washouts and hazard trees, the Designated RDOS Representative must be advised. In addition, the Agreement Holder must make a reasonable effort to ensure users do not enter the heritage site, if, in the Agreement Holders opinion, the site is unsafe due to existing or potential hazards.
- g) Not burn debris, such as boxes, bags, containers, etc. unless authorized to do so by the RDOS Representative.
- h) Comply with the Wildfire Act, as required.

2. MAINTENANCE

2.1. Heritage Site Activation

Prior to commencement of routine service, the heritage site(s) and associated structures should be inspected, preferably by the RDOS Representative and the Agreement Holder together, to identify off-season use and/or damage, and any necessary maintenance, remedial action and/or repairs that are required.

2.2. Maintenance Routine

Maintenance visits must be conducted in accordance with an approved schedule or as determined or discussed with the Designated RDOS Representative.

2.3. Structure Renovations and/or Replacements

- a) Structure renovations and/or replacements should be planned and scheduled for the period: January 1 to December 31 of each year, except where emergency action is required. The guiding principle for conducting renovation and/or replacement work is to have all structures operational and useable during the routine service period, and to schedule and conduct required work in a manner least disturbing or disruptive to site users.
- b) Any painting and staining that is required should be completed during the routine service period and then on an as required basis when wood is exposed due to vandalism, wear or other damage. Prepare all surfaces by scraping old paint and using a wire brush to create a fresh bonding surface for new paint.

2.4. Table Maintenance

- a) Maintain tables and the immediate area in a clean condition, free from all cobwebs, dirt, grass/brush, litter, garbage and debris.
- b) Relocate tables to their original locations, and level them as necessary.
- c) Ensure tables are safe by securing loose planks, removing all splinters, nails and other hazardous protrusions, and making sure tables are level and not prone to rocking or tipping when used.
- d) Repair damaged tables to standard.
- e) Wash all table tops and seat planks.
- f) Paint/stain tabletops and seat plans as necessary to keep the surfaces clean and neat in appearance. All wood exposed due to vandalism, wear or other damage shall be scraped and stained or painted. Note: the RDOS Representative must approve paint or stain colours.

2.5. Sign Maintenance

- a) Ensure signs are in good repair and maintained in a firm vertical position with the sign message oriented to provide maximum viewing exposure.
- b) Replace or repair all missing or damaged signs.
- c) Maintain signs in a clean condition free from dirt and foreign matter that could restrict a site user's ability to read them.
- d) Maintain the immediate area around signs free from garbage, grass, weeds and brush.
- e) When required, apply one coat of paint/stain to signs, boards and posts.

2.6. Trail Maintenance

- a) Ensure all trails, walkways, boardwalks, paths, steps, stairs and handrails are safe and in a fully functional condition.

- b) Maintain trails, walkways, path steps and stairs and adjacent areas in a clean condition free from litter, garbage, rocks, limbs, windfall trees, encroaching vegetation, and other foreign material that may pose a hazard or restrict access.

3. VISITOR SERVICES STANDARDS

3.1. Public Safety Standards

If any of the following situations arise at the site during the operating season, the Agreement Holder must take the following action:

- a) The site becomes unsafe/hazardous – the Agreement Holder must immediately notify the RDOS Representative or if unavailable, the RAPP line (1.877.952.7277) of any condition that makes the site unsafe or hazardous for use, including a high fire hazard or a nuisance animal.
- b) Site users acting in an unsafe manner – the Agreement Holder must inform site users acting in an unsafe manner to cease that activity. If the users will not comply and the situation is of a serious nature, the Agreement Holder should call the local RCMP or contact the RAPP line for assistance.
- c) Serious injuries/Fatalities – the Agreement Holder must immediately report a serious injury or death at the site to the local RCMP and the RDOS Representative.

3.2. Working with the Public

The Agreement Holder must manage the site to ensure the safety and supervision of site users and their property. The Agreement Holder must undertake the following actions when managing users:

- a) Public Relations – effective public relations on behalf of the Agreement Holder depends upon physical appearance, attitude and the ability to deal with people in a fair and consistent manner. The Agreement Holder and their staff must be able to communicate effectively and control their verbal and physical responses in any situation. This is called the “public relations approach”. It does not change from situation to situation, and it is the key to success in dealing with people. There are three components to this approach:
 - i. The mental awareness and thought process – the Agreement Holder must:
 - Be calm, cool and collected internally.
 - Program his/her approach to the specific situation.
 - ii. The physical image (body language) – the Agreement Holder must:
 - Develop and present a friendly posture.
 - Prevent circumstances from changing his/her countenance.
 - Develop and use the power of a smile in the face of adversity.
 - iii. The verbal-response (communication) – the Agreement Holder must:
 - Listen to both sides of the story.
 - Control voice tone, volume, and inflections to show interest and concern without emotion.
 - Refrain from swearing or using obscene or insulting language.
- b) Assessing the Risk – the Agreement Holder must observe and analyze each potential conflict situation to ensure it is safe to make contact with the site user. The Agreement Holder must

also be prepared mentally, physically and communicatively to handle the situation. The safety of the Agreement Holder is paramount, and they should not put themselves at risk in situations of conflict.

- c) Education - The Agreement Holder must attempt to inform and educate site users of the site rules and regulations. The Agreement Holder is required to inform and educate site users regarding the following:
 - i. A person shall not create or cause a deliberate or unnecessary disturbance.
 - ii. A person shall not camp overnight within the site.
 - iii. Any other authorized rules and signs posted by the RDOS.
- d) Encouraging Compliance – in every possible instance, site users should be advised of the compliance required and given an opportunity to correct their behaviour.
- e) Complaints and Disturbances – the Agreement Holder will record and report to the RDOS Representative any complaints by site users about disturbances or other undesirable or illegal activities in the area.
- f) Violation/Order to Vacate – the Agreement Holder must advise site users who are contravening the regulations that they are in violation, and may be subject to enforcement action or ordered to vacate if they do not cease. Only if it is safe to do so, an Agreement Holder may ask a person that is causing a violation at a site to leave. Only a Designated Official (a Bylaw Enforcement Officer, Environmental Official or a Natural Resource Officer or the RCMP) can order a person to vacate a site.
- g) Notebooks – the Agreement Holder should retain a notebook. In it, keep notes of important incidents, including such things as:
 - a. The nature of the incident.
 - i. What happened?
 - ii. Who was involved?
 - iii. Where did it occur?
 - iv. How did it occur?
 - v. Weather conditions (if related to a storm event).
 - b. When did occur?
 - i. Date.
 - ii. Time.
 - c. Names and descriptions of the people involved.
 - i. Contact information (if available).
 - ii. Vehicle license plate identification.
 - d. How did the campsite operator handle the incident or situation?
 - e. Was anyone contacted to assist?
 - i. For instance: the RCMP, the RDOS Representative, Compliance and Enforcement Officers, Wildfire Protection Branch, etc..

Schedule "G"
ANNUAL OPERATING PLAN

Form Submitted By: _____

Contact Info: _____ Date: _____

This plan covers the time period from: _____ to: _____.

This operating plan refers to the following Heritage Site: _____.

Proposed Operating Season from: _____ to: _____.

Maintenance Schedule: (frequency of routine maintenance).

List of Amenities	Frequency of Routine Maintenance

Projected Expenses: (expectations of expenses that will be incurred to operate the site/trail)

EXPENSE TYPE	Cost
Supervision & Donation Collection	
Vehicle Expenses/Fuel	
Maintenance Supplies (janitorial, cleaners, paint, etc)	
Tools and Equipment	
Administration / Advertising / Insurance	
Other Expenses:	
Other Expenses:	
Other Expenses:	
TOTAL	

Projected Revenue (estimation of revenues collected throughout the operating season):

REVENUE TYPE	Cost
Donations	
Grants	
Other Revenue:	
Other Revenue:	
Other Revenue:	
TOTAL	

Safety Discussion: (hazard abatement, sit closures, emergency management plans, etc.)

- If a danger tree requires removal the Ministry of Forests, Lands, and Natural Resources Operations will be called.
- If firearms are used (rifle, shotgun, handgun, cross bows or very, rowdy threatening behaviour occurs, the RCMP will be called.
- For any nuisance wildlife the local Conservation Officer Service or the RAPP line will be called.
- If an abandoned needle is found, tongs or gloves will be used to handle the needle and the needle will be placed in a hard plastic bottle of which the lid will be tightly closed and the container will be taped shut. The needle will be disposed of appropriately by dropping off at the nearest pharmacy.

Proposed Works: (what the operator wants to do this season without RDOS support)

Request Support from RDOS: (suggestions for RDOS support/improvements to the site)

SUBMITTED BY:

Agreement Holder Representative

Date

APPROVED BY:

Projects Coordinator
Regional District of Okanagan-Similkameen

Date



Ministry of Forests, Lands and Natural Resource Operations

Our File: 3412959

February 2, 2017

Regional District of Okanagan-Similkameen
101 Martin St
Penticton BC V2A 5J9

Attention Sir/Madam:

Enclosed is an originally executed copy of Licence Number 348228 covering those parts of Lots 8 and 9 Block A, that part of Block B, those parts of Lots 1 -5, Block C and that part of Block F, all of District Lot 781 together with District Lot 731, all of Yale Division Yale District, containing 1.18 hectares, more or less.

The Licence is issued in your name for a term of 10 years commencing April 15, 2016 for preservation of historical improvements and maintenance of site purposes.

Attached is a copy of your Management Plan for your convenience.

Please ensure that this document is kept in a safe location, as it must be presented to this office for assignment, should the interest be transferred or sold.

Should you have any questions regarding this matter, please contact Lynda Zonruiter at the details listed below.

Yours truly,

Jill Hay
Licensing Clerk

Attachment

pc: B.C. Assessment Authority, Kelowna
Regional District of Okanagan-Similkameen

RECEIVED
Regional District

FEB 10 2017

101 Martin Street
Penticton BC V2A 5J9

MANAGEMENT PLAN

FILE #	3412959
TENURE #:	
DATE APPROVED:	
PURPOSE:	Preservation of historical improvements and maintenance of site located within the former Granite Creek Townsite
LEGAL DESCRIPTION:	Those parts of Lots 8 and 9 Block A, that part of Block B, those parts of Lots 1 -5, Block C and that part of Block F, all of District Lot 781 together with District Lot 731, all of Yale Division Yale District, containing 1.18 hectares, more or less

COPY

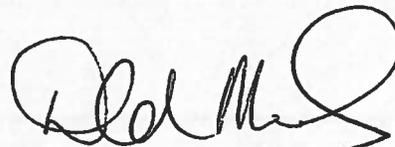
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ACCEPTED BY:
SIGNED REGIONAL DISTRICT OF
OKANAGAN SIMILKAMEEN :

This Management Plan has been approved
by the Ministry of Forest, Lands and
Natural Resource Operations.



Authorized Signatory

DATE:

DATE: JANUARY 31, 2017

MANAGEMENT PLAN

FILE #	3412959
TENURE #:	
DATE APPROVED:	
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ACCEPTED BY:
SIGNED REGIONAL DISTRICT OF
OKANAGAN SIMILKAMEEN :

~~This Management Plan has been approved
by the Ministry of Forest, Lands and
Natural Resource Operations.~~

Bill K. Smith

Karla Rezakovic
Authorized Signatory RDOS

DATE: 20 January 2017

DATE:

MANAGEMENT PLAN

COPY

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LICENCE OF OCCUPATION

Licence No.:

348228

File No.: 3412959

Disposition No.: 922164

THIS AGREEMENT is dated for reference April 15, 2016 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:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin St
Penticton, BC V2A 5J9

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means April 15, 2016;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Hazardous Substances**" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“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 Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

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

“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;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

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

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for preservation of historical improvements and maintenance of site purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) 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) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and

- (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) 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*;
- (i) 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, 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 or any interest of yours under this Agreement to sale or forfeiture;
- (j) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (k) 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*;
- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;

- (m) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
- (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (n) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this

Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

- 4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement 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*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date 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 as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you

acknowledge that 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 Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement 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), or any other applicable enactment;
- (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 Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(n)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(n)(iii); and
- (i) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and

(c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you
- (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
- (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin St
Penticton, BC V2A 5J9;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive

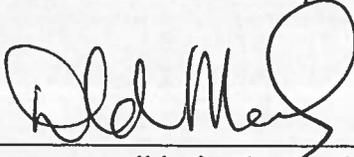
or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;

- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

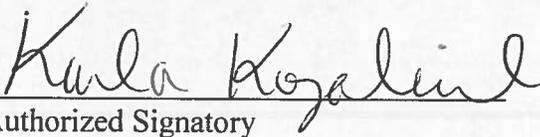
The parties have executed this Agreement as of the date of reference of this Agreement.

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

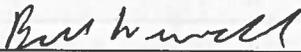


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**
By its authorized signatories



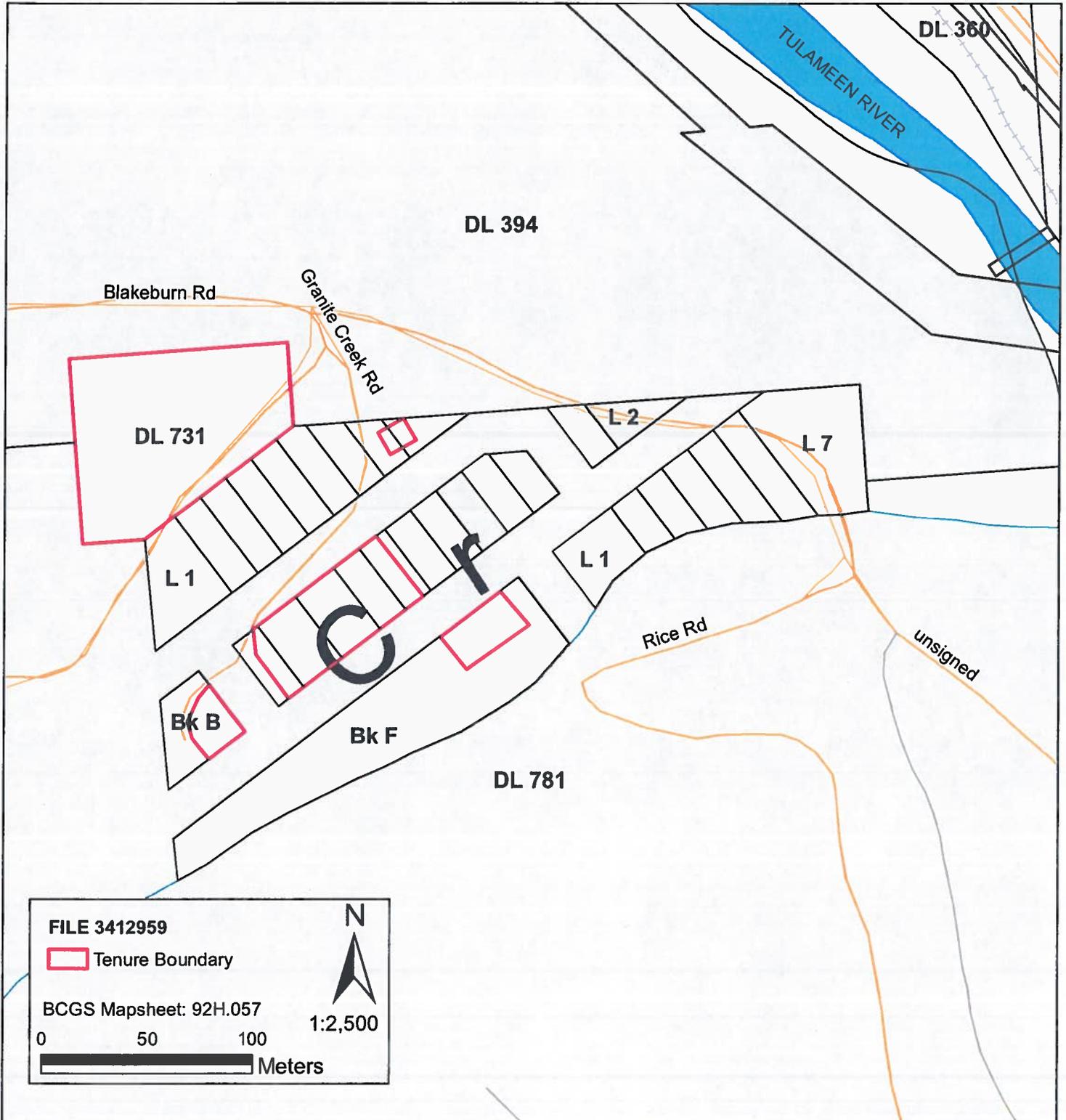
Authorized Signatory



Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

Those parts of Lots 8 and 9 of Block A, that part of Block B, those parts of Lots 1 -5 of Block C and that part of Block F, all District Lot 781 together with District Lot 731, all of Yale Division Yale District, containing 1.18 hectares, more or less



In support of the rezoning, the agent has stated, among other things, that: "The site has historically been used for mushroom composting. All required infrastructure will be utilized by the applicant in its current state with only minor upgrades. All feedstocks will be routinely inspected prior to receipt at the ICF to ensure quality and regulatory compliance. The applicant retains qualified environmental professionals for this purpose."

Site Context:

The subject property is approximately 11.67 ha in area and is situated near Copper Mountain, 480 meters (approx.) east of the Similkameen River, 1.8 km (approx.) east of Highway 3, and 13 km (approx.) south of the Town of Princeton.

It is understood that the southern portion of the parcel is comprised of an existing composting operations facility. The surrounding pattern of development is generally characterised by vacant undeveloped Crown Land, in close proximity to the Copper Mountain mine to the east.

Background:

The subject site is located on un-surveyed provincial Crown lands occupied under a 10-year licence of occupation (commencing September 1, 2014) issued under Ministry of Forests, Lands and Natural Resources Operations file no. 3410732 and Natural Resources Operations file no. 3410732. There are no available Regional District records indicating if any permits have previously been issued for the existing facility.

Under the Electoral Area "H" Official Community Plan (OCP) Bylaw No. 2497, 2012, the subject site is designated Resource Area (RA), and the objective of which is to "maintain the renewable natural resource land base and protect it from activities that may diminish resource value and potential."

Under the Electoral Area "H" Zoning Bylaw No. 2498, 2012, the subject area is zoned Resource Area (RA), which does not list "composting operations" as a principal permitted use.

The Zoning Bylaw does require that "composting operations" be setback 1000 metres from non-Industrial or Resource Area zones and 60.0 meters from any watercourse or lake, and a 60.0 meter setback from domestic water supplies.

Referrals:

Approval from the Ministry of Transportation and Infrastructure (MoTI) is / is not required prior to adoption as the proposed amendments involve lands within/beyond 800 metres of a controlled access highway (i.e. Highway 97 & 3).

Public Process:

On February 18, 2020, a Public Information Meeting (PIM) was held at the Riverside Community Center 148 Old Hedley Rd and was attended by approximately 30 members of the public.

At its meeting of February 18, 2020, the Electoral Area "H" Advisory Planning Commission (APC) resolved to recommend to the RDOS Board that the subject development application be approved.

Analysis:

In considering this proposal, Administration notes that prior to 2004, the Electoral Area "H" Zoning Bylaw allowed for composting facilities as a permitted use in the Resource Area (RA) zone, but this

use was removed in 2004 (Bylaw No. 2278, 2004) due to complaints/concerns about the smell of some facilities operating the area. In making this change, the Board was reportedly not opposed to composting facilities in the area, but wanted a public process around their establishment as opposed to have them permitted as of right.

It is noted that the site is situated in a remote area near the Copper Mountain mine site, providing a substantive buffer from residential areas. In addition, the compost facility has historically been used for mushroom composting, and all required infrastructure is to be utilized by the applicant in its current state with only minor upgrades. As such, the site can be described as an established facility with a minimal development footprint.

It is further noted that any activities are subject to applicable Ministry of Environment regulations and permitting processes.

Finally, the facility and its proposed upgrades appear to meet and exceed the zoning bylaw's minimum setback requirements from any watercourses, lakes, and domestic water supply. The applicant has confirmed that: "The nearest waterbody in the vicinity of the site is Deep Gulch Creek, a seasonally flowing body of water that passes approximately 100 m beneath the site. The upper and lower reaches of Deep Gulch Creek are more than 200 m from the edge of the compost facility. The nearest domestic water well is located over 2.5 km away from the site. The site is engineered in such a way that all surface water flowing on the site rests on an impermeable surface and is collected into the leachate collection system."

Therefore, Administration recommends that the RDOS Board of Directors that the subject development application be approved.

Alternatives:

1. THAT Bylaw No. 2498.20, 2020, Electoral Area "E" Zoning Amendment Bylaw be read a first and second time and proceed to public hearing;
AND THAT the holding of the public hearing be delegated to Director Coyne or delegate;
AND THAT staff give notice of the public hearing in accordance with the requirements of the Local Government Act.
2. THAT first reading of the Electoral Area "E" Zoning Amendment Bylaw No. 2498.20, 2020, be deferred.
3. THAT first reading of the Electoral Area "E" Zoning Amendment Bylaw No. 2498.20, 2020, be denied.

Respectfully submitted:

Cory Labrecque

Cory Labrecque, Planner II

Endorsed By:



C. Garrish, Planning Manager

Endorsed By:



B. Dollevoet, G.M. of Dev. Services

Attachments: No. 1 – Site Plan

No. 2 – Aerial Photo (Google Earth)

No. 3 – Summary of Feedstock and Compost Use

Attachment No. 1 – Applicant’s Site Plan



Attachment No. 2 – Aerial Photo (Google Earth)



Ingerbelle Compost Facility

Summary of Organic Feedstock and Compost Use

PHASE 1

The Ingerbelle Compost Facility (ICF) will initially produce annually @ 5000 dry metric tonnes (DMT) of Class A compost under the requirements of the Organic Matter Recycling Regulation (OMRR) of the BC *Environmental Management Act* and BC *Public Health Act*.

Feedstock accepted during Phase 1 will consist of Class B biosolids from the City of Kamloops sewage treatment centre. These biosolids will be thoroughly characterized to confirm compliance with Class B biosolids under OMRR. Sampling to date confirms low metal and pathogen content and the biosolids are considered suitable for production of Class A compost.

PHASE 2

Annual production will increase to @ 25,000 DMT. The applicant has submitted the required permit application to the Ministry of Environment (MOE). Phase 2 production will be conditional upon issuance of the MOE permit as well as RDOS rezoning approval.

The ICF will continue to produce Class A compost but feedstock sources will expand to include municipal wastewater biosolids, food waste from commercial and residential sectors and yard and garden waste. Feedstocks are anticipated to be sourced from municipal and regional collections across southern BC.

All feedstocks will be routinely inspected prior to receipt at the ICF to ensure quality and regulatory compliance. The applicant retains qualified environmental professionals for this purpose.

GENERAL COMMENTS

Once fully operational the ICF will offer an important organics management service as an alternative to landfill disposal. Decomposition of organic matter in landfill produces methane gas which has a global warming potential 25 times¹ greater than carbon dioxide. Diversion of organic wastes from landfill will assist local governments to achieve their carbon neutral commitments under the BC Climate Action Charter.

Class A compost produced at the ICF will primarily be used as a soil conditioner to promote plant growth but can also be used as a biocover on landfills to mitigate fugitive methane emissions. Bacteria present in the compost consume methane and convert it into carbon dioxide significantly reducing CO₂ equivalent greenhouse gas emissions.

Biocovers have been successfully deployed at several landfills across BC.

¹ Pound for pound over a 100 year period, source: US Environmental Protection Agency, <https://www.epa.gov/ghgemissions/overview-greenhouse-gases#methane>

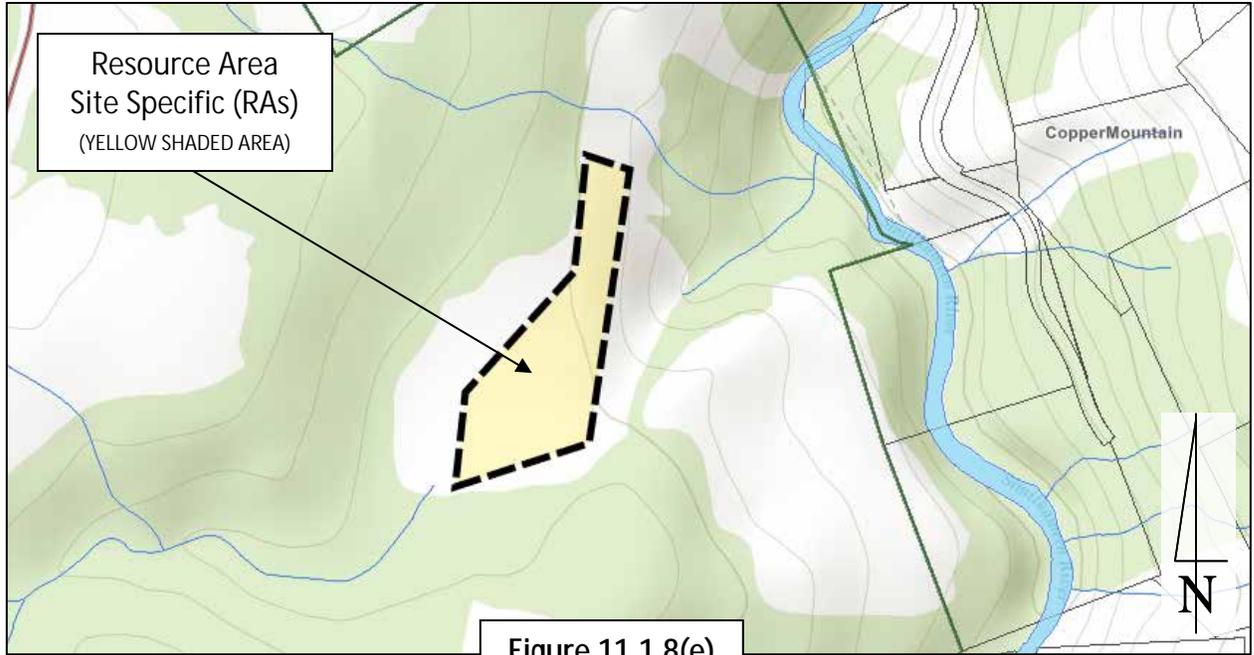
REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2498.20, 2020

A Bylaw to amend the Electoral Area "H" Zoning Bylaw No. 2498, 2012

The REGIONAL BOARD of the Regional District of Okanagan-Similkameen in open meeting assembled, ENACTS as follows:

1. This Bylaw may be cited for all purposes as the "Electoral Area "H" Zoning Amendment Bylaw No. 2498.20."
2. The Electoral Area "H" Zoning Bylaw No. 2498, 2012 is amended by:
 - i) adding a new sub-section e) under Section 11.1.8 (Site Specific Resource Area (RAs) Regulations) to read as follows:
 - e) In the case of an approximately 11.67 ha part of the land described as a portion of un-surveyed Crown Land in the vicinity of District Lot 892, YDYG, and shown shaded yellow on Figure 11.1.8(e);
 - i) the following principal use shall be permitted on the land in addition to the permitted uses listed in Section 11.1.1:
 - .1 "composting operation".



3. The Official Zoning Map, being Schedule '2' of the Electoral Area "H" Zoning Bylaw No. 2498, 2012, is amended by changing the land use designation on the land described as a portion of unsurveyed Crown Land in the vicinity of District Lot 892, YDYD, and shown shaded yellow on Schedule 'A', which forms part of this Bylaw, from Resource Area (RA) to Resource Area Site Specific (RAs).

READ A FIRST AND SECOND TIME this ____ day of _____, 2020.

PUBLIC HEARING held on this ____ day of _____, 2020.

READ A THIRD TIME this ____ day of _____, 2020.

I hereby certify the foregoing to be a true and correct copy of the "Electoral Area "H" Zoning Amendment Bylaw No. 2498.20, 2020" as read a Third time by the Regional Board on this ____ day of _____, 2020.

Dated at Penticton, BC this ____ day of _____, 2020.

Corporate Officer

Approved pursuant to Section 52(3) of the *Transportation Act* this ____ day of _____, 2020.

For the Minister of Transportation & Infrastructure

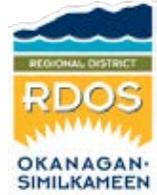
ADOPTED this ____ day of _____, 2020.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

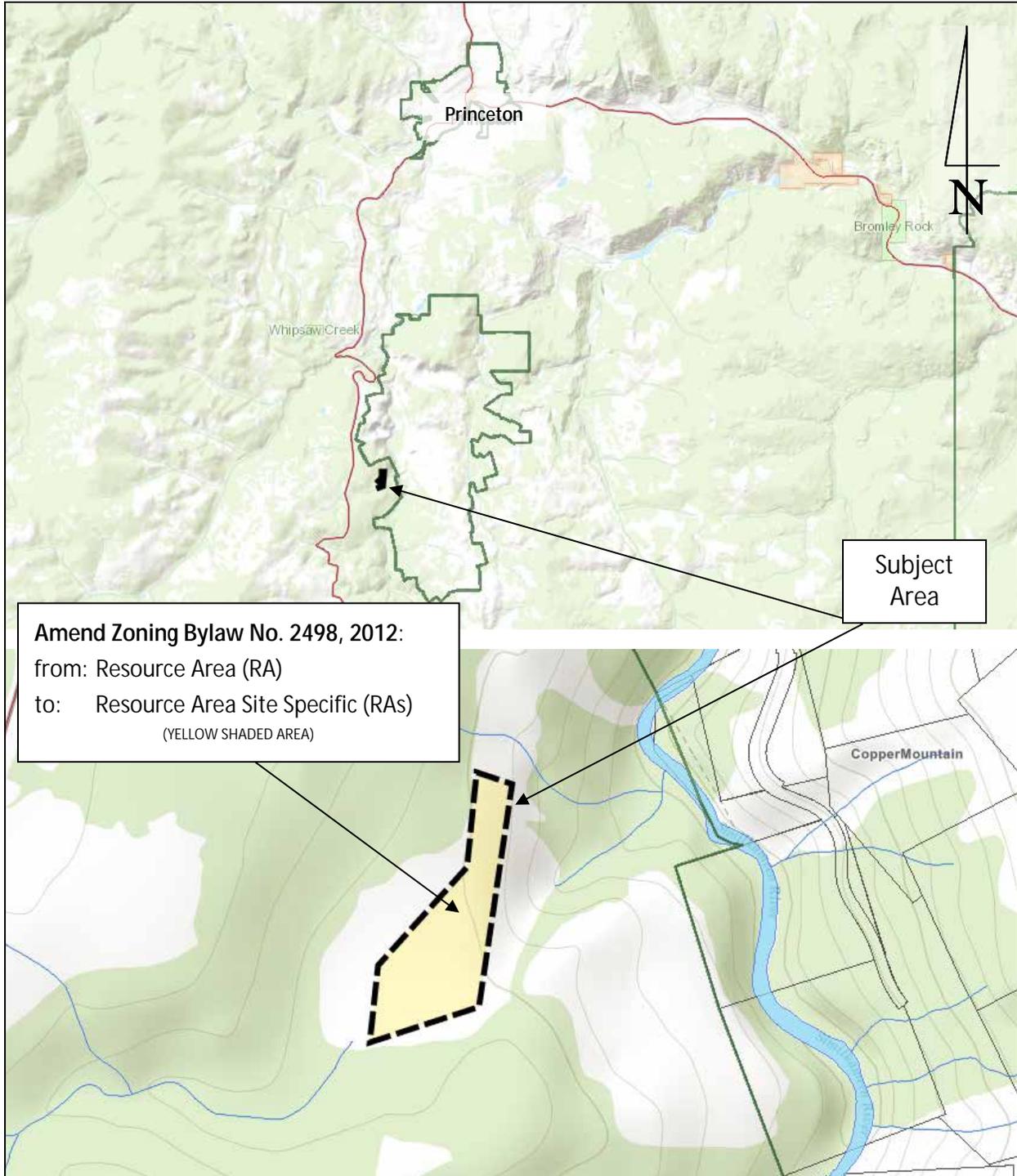
101 Martin St, Penticton, BC, V2A-5J9
Tel: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2498.20, 2020

File No. H2019.020-ZONE

Schedule 'A'



Lauri Feindell

Subject:

FW: District Lot 892, YDYD, Princeton RDOS (H2019.020-ZONE)

From: Danielson, Steven <Steven.Danielson@fortisbc.com>
Sent: January 14, 2020 2:34 PM
To: Planning <planning@rdos.bc.ca>
Subject: District Lot 892, YDYD, Princeton RDOS (H2019.020-ZONE)

With respect to the above noted file,

There are no FortisBC Inc (Electric) ("FBC(E)") facilities affected by this application. As such FBC(E) has no concerns with this circulation.

If you have any questions or comments, please contact me at your convenience.

Best Regards,

Steve Danielson, AACI, SR/WA
Contract Land Agent | Property Services | FortisBC Inc.

2850 Benvoulin Rd
Kelowna, BC V1W 2E3
Mobile: 250.681.3365
Fax: 1.866.636.6171
FBCLands@fortisbc.com



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*"FortisBC" refers to the FortisBC group of companies which includes FortisBC Holdings, Inc., FortisBC Energy Inc., FortisBC Inc., FortisBC Alternative Energy Services Inc. and Fortis Generation Inc.

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1
cc: Agent 01/27

H2019.020
(Arrow)



Lauri Feindell

From: Cooper, Diana FLNR:EX <Diana.Cooper@gov.bc.ca>
Sent: January 8, 2020 10:36 AM
To: Planning
Cc: Lauri Feindell
Subject: RE: Bylaw Referral (H2019.020-ZONE)

Hello RDOS planners.

Thank you for your referral regarding the proposed amendment of the Electoral Area "H" Zoning Bylaw for a composting facility on land described as "All that unsurveyed Crown land in the vicinity of District Lot 892, YDYD, containing 11.67 ha more or less".

Results of Provincial Archaeological Inventory Search

According to Provincial records, there are no known archaeological sites recorded on or near to the Area of Interest (AOI).

However, archaeological potential modelling for the area indicates there is high to moderate potential for previously unidentified archaeological sites to exist within the AOI, as indicated by the brown (high potential) and beige (moderate potential) areas shown in the second screenshot below. Archaeological potential modelling is compiled using existing knowledge about archaeological sites, past indigenous land use, and environmental variables. Models are a tool to help predict the presence of archaeological sites but their results may be refined through further assessment.

Archaeology Branch Advice

If land-altering activities (e.g., home renovations, property redevelopment, landscaping, service installation) are planned for the AOI, a Provincial heritage permit is not required prior to commencement of those activities.

However, a Provincial heritage permit will be required if archaeological materials are exposed and/or impacted during land-altering activities. Unpermitted damage or alteration of a protected archaeological site is a contravention of the *Heritage Conservation Act* and requires that land-altering activities be halted until the contravention has been investigated and permit requirements have been established. This can result in significant project delays.

Therefore, the Archaeology Branch strongly recommends engaging an eligible consulting archaeologist prior to any land-altering activities. The archaeologist will review the proposed activities, verify archaeological records, and possibly conduct a walk-over and/or an archaeological impact assessment (AIA) of the project area to determine whether the proposed activities are likely to damage or alter any previously unidentified archaeological sites.

Please notify all individuals involved in land-altering activities (e.g., owners, developers, equipment operators) that if archaeological material is encountered during development, they **must stop all activities immediately** and contact the Archaeology Branch for direction at 250-953-3334.

Rationale and Supplemental Information

- There is high to moderate potential for previously unidentified archaeological deposits to exist within the AOI.
- Archaeological sites are protected under the *Heritage Conservation Act* and must not be damaged or altered without a Provincial heritage permit issued by the Archaeology Branch. This protection applies even when archaeological sites are previously unidentified or disturbed.

- If a permit is required, be advised that the permit application and issuance process takes approximately 8-12 weeks; the permit application process includes referral to First Nations and subsequent engagement.
- The Archaeology Branch must consider numerous factors (e.g., proposed activities and potential impacts to the archaeological site[s]) when determining whether to issue a permit and under what terms and conditions.
- The Archaeology Branch has the authority to require a person to obtain an archaeological impact assessment, at the person's expense, in certain circumstances, as set out in the *Heritage Conservation Act*.
- Occupying an existing dwelling or building without any land alteration does not require a Provincial heritage permit.

How to Find an Eligible Consulting Archaeologist

An eligible consulting archaeologist is one who can hold a Provincial heritage permit to conduct archaeological studies. To verify an archaeologist's eligibility, ask an archaeologist if he or she can hold a permit in your area, or contact the Archaeology Branch (250-953-3334) to verify an archaeologist's eligibility. Consulting archaeologists are listed on the BC Association of Professional Archaeologists website (www.bcapa.ca) and in local directories.

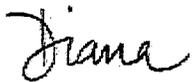
Questions?

For questions about the archaeological permitting and assessment process, please contact the Archaeology Branch at 250-953-3334 or archaeology@gov.bc.ca.

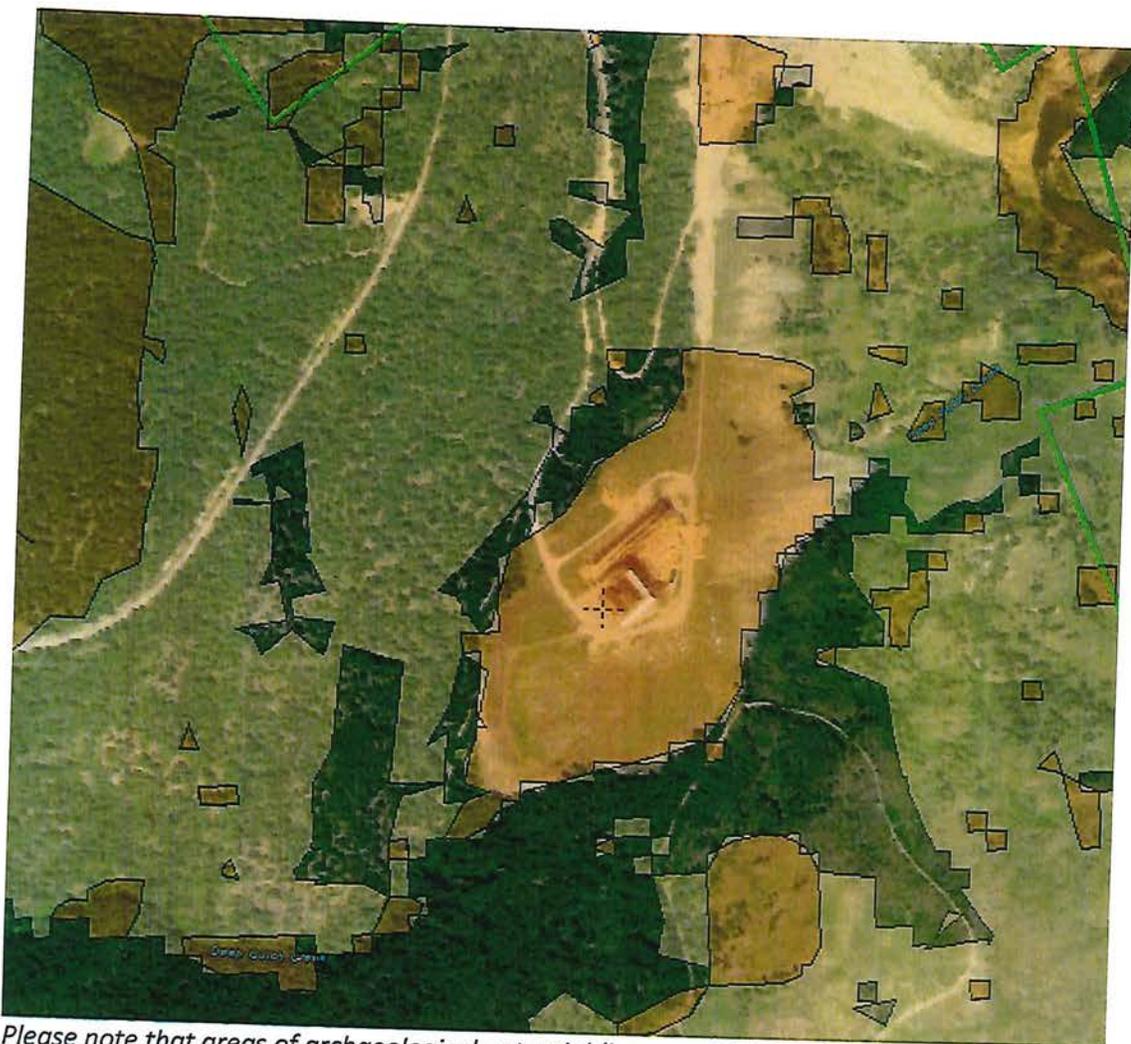
For more general information, visit the Archaeology Branch website at www.gov.bc.ca/archaeology.

Please let me know if you have any questions regarding this information.

Kind regards,







Please note that areas of archaeological potential (brown = high potential and beige = moderate potential) indicated on the enclosed screenshot are based on information obtained by the Archaeology Branch on the date of this communication and may be subject to error or change.

Diana Cooper | Archaeologist/Archaeological Site Inventory Information and Data Administrator
Archaeology Branch | Ministry of Forests, Lands, Natural Resource Operations and Rural Development
3rd Floor, 2975 Jutland Road, Victoria, BC V8T 5J9 / PO Box 9816 STN Prov Govt, Victoria, BC V8W 9W3
Phone: 250-953-3343 | Fax: 250-953-3340 | Website: www.gov.bc.ca/archaeology

From: Lauri Feindell <lfeindell@rdos.bc.ca>
Sent: December 16, 2019 10:13 AM
To: HBE <HBE@interiorhealth.ca>; 'fbclands@fortisbc.com' <fbclands@fortisbc.com>; pvfd@nethop.net; prince@nethop.net; mmd-kamloioips@gov.bc.ca; Cooper, Diana FLNR:EX <Diana.Cooper@gov.bc.ca>; referrals@lsib.net; referrals@usib.ca
Cc: Cory Labrecque <clabrecque@rdos.bc.ca>
Subject: Bylaw Referral (H2019.020-ZONE)

Re: Project No. H2019.020-ZONE
Bylaw No. 2498.20



Without Prejudice to Aboriginal Title and Rights

Date: January 7, 2020

To: Lauri Feindell
Phone: 250-490-4107
Email: lfiendell@rdos.bc.ca

Bylaw: NO. 2498.20

File No. H2019.020-ZONE

Dear Lauri,

Further to your referral, we thank you for referring this matter to us.

This project falls in the traditional territory of the Upper Similkameen Indian Band.

Our referrals department has now had the referral package provided by.

The Upper Similkameen Indian Band has Arrow's Composting Facility to the Deputy Climate Change Strategy in December of 2019. We are actively in support of the facility, sited near the Copper Mountain Mine, and have no issues at this time.

opportunity to review the

provided a letter of support for Minister for Environment & Climate Change in December of 2019. We are actively in support of the facility, sited near the Copper Mountain Mine, and have no issues at this time.

This information is communicated in good faith however First Nations still claim title to the un-ceded lands and resources of British Columbia. By this First Nations have made it abundantly clear that they have not discharged the governments of British Columbia or Canada from their fiduciary obligations as the title to the land and resources is not yet settled. Recent court decisions such as the Tsilqot'in land claim have now proven aboriginal title exists on the land and that adequate consultation and accommodation of Aboriginal Title and Rights in the land and resources must be taken into consideration. This review has been undertaken without prejudice to these Aboriginal Title and Rights.

faith however First Nations still resources of British Columbia. abundantly clear that they have Columbia or Canada from their and resources is not yet settled. Tsilqot'in land claim have now and that adequate consultation Rights in the land and consideration. This review has these Aboriginal Title and

Koby West
Referrals Administrator
Upper Similkameen Indian Band
Natural Resources Department

Box 220, Hedley, BC V0X 1K0
161 Snaza'ist Drive
Phone: (250) 292-8733 Fax: (250) 292-8753

Arrow

H2019.020-ZONE 2498.20
cc Agent/App - 1/27/2020





January 16, 2020

Cory Labrecque
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9
planning@rdos.bc.ca

Dear Cory Labrecque,

RE: File #: H2019.020-Zone

Thank you for the opportunity to provide comments from a healthy built environment perspective regarding the aboved referenced bylaw referral. It is my understanding that the intent is to amend the zoning of the property in order to allow for a composting operation. The following are comments for consideration:

- Composting facilities fall under the Environmental Management Act and pursuant Organic Matter Recycling Regulation. As such, they must meet the requirements of the regulation, as administered by the BC Ministry of Environment and Climate Change.
- Odour, particularly from composting facilities, is a notable public concern and often a source of complaints across the province. Consequently, we would recommend that the Regional District considers nearby land uses and whether they are compatible with the odours that arise from composting. Example: Residential uses may not be compatible.
- These types of facilities often serve to increase traffic in rural areas, especially with the transportation of composted material which could create dust and other air quality concerns. It is therefore strongly recommended that the proponent follow best practices for effectively managing fugitive dust and any other air quality concerns on-site and within the surrounding area.
- The proponent should also ensure that any authorized discharges of waste products to the environment from this facility in the future does not contribute towards or cause a drinking water health hazard with contamination of the local ground water aquifers within the area.

If you have any questions or comments, please contact us at hbe@interiorhealth.ca or 1-855-744-6328 and choose option 4.

Sincerely,

Faith Kwong, BSc., BASc., CPHI(C)
Environmental Health Officer
Healthy Communities, Population Health

Bus: (250) 549 - 5758
Faith.kwong@interiorhealth.ca
www.interiorhealth.ca

Vernon Health Centre
1440 – 14th Ave
Vernon, BC, V1B 2T1

cc Agent/Asst Jan 27/20 H2019.020
(Arrow)

RESPONSE SUMMARY

AMENDMENT BYLAW NO. 2498.20

- Approval Recommended for Reasons Outlined Below
- Interests Unaffected by Bylaw
- Approval Recommended Subject to Conditions Below
- Approval Not Recommended Due to Reasons Outlined Below

Signature: Bruce Northcote

Signed By: Bruce Northcote

Agency: Ministry of Energy, Mines and Petroleum Resources

Title: Regional Geologist

Date: December 16 2019

Lauri Feindell

From: Leathem, Jamie FLNR:EX <Jamie.Leathem@gov.bc.ca>
Sent: February 5, 2020 1:55 PM
To: Lauri Feindell
Cc: Lacey, Cathy M FLNR:EX
Subject: RE: Bylaw Referral (H2019.020-ZONE) (2020010)

Hi Lauri,

The above noted referral (our file 2020010) has been reviewed by the Ecosystems Section of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development.

There are no concerns with the rezoning as proposed.

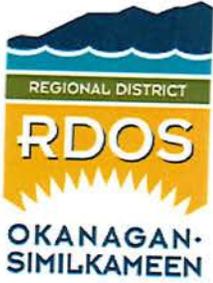
**Please note that in the email below, you mention the referral not having been sent to Ministry of Environment—we are actually FLNRORD (Ministry of Forests, Lands, Natural Resource Operations and Rural Development) so if you still think you need to send to (MOE) e.g., Environmental Protection division (?) that is not us.

Thanks,

Jamie Leathem, M.Sc.

Ecosystems Biologist | BC Ministry of Forests, Lands, Natural Resource Operations and Rural Development

102 Industrial Place, Port Moody, BC V2A 7C8 | (250) 490-8294 | Jamie.Leathem@gov.bc.ca



Feedback Form

Regional District of Okanagan Similkameen

101 Martin Street, Penticton, BC, V2A-5J9

Tel: 250-492-0237 / Email: planning@rdos.bc.ca

TO: Regional District of Okanagan Similkameen **FILE NO.:** H2019.020-ZONE

FROM: Name: Michelle DesJardins
(please print)

Street Address: _____

RE: Electoral Area "H" Zoning Amendment Bylaw No. 2498.20
Unsurveyed Crown Land in the vicinity of District Lot 892, YDYG

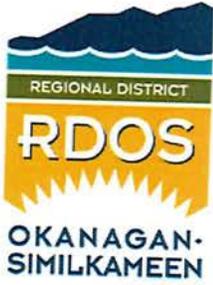
My comments / concerns are:

- I do support the proposed rezoning of the subject parcel.
- I do support the proposed rezoning of the subject parcel, subject to the comments listed below.
- I do not support the proposed rezoning of the subject parcel.

Written submissions received from this information meeting will be considered by the Regional District Board prior to 1st reading of Amendment Bylaw No. 2498.20.

Feedback Forms must be completed and returned to the Regional District prior to noon on the day of the applicable Regional District Board meeting.

Protecting your personal information is an obligation the Regional District of Okanagan-Similkameen takes seriously. Our practices have been designed to ensure compliance with the privacy provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("FIPPA"). Any personal or proprietary information you provide to us is collected, used and disclosed in accordance with FIPPA. Should you have any questions about the collection, use or disclosure of this information please contact: Manager of Legislative Services, RDOS, 101 Martin Street, Penticton, BC V2A 5J9, 250-492-0237.



Feedback Form

Regional District of Okanagan Similkameen

101 Martin Street, Penticton, BC, V2A-5J9

Tel: 250-492-0237 / Email: planning@rdos.bc.ca

TO: Regional District of Okanagan Similkameen **FILE NO.:** H2019.020-ZONE

FROM: Name: Eric Dell
(please print)

Street Address: Penticton

RE: Electoral Area "H" Zoning Amendment Bylaw No. 2498.20
Unsurveyed Crown Land in the vicinity of District Lot 892, YDYD

My comments / concerns are:

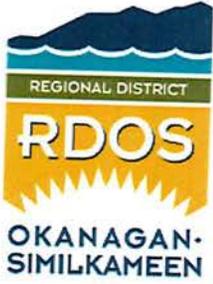
- I do support the proposed rezoning of the subject parcel.
- I do support the proposed rezoning of the subject parcel, subject to the comments listed below.
- I do not support the proposed rezoning of the subject parcel.

Written submissions received from this information meeting will be considered by the Regional District Board prior to 1st reading of Amendment Bylaw No. 2498.20.

Great Project!!

Feedback Forms must be completed and returned to the Regional District prior to noon on the day of the applicable Regional District Board meeting.

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Feedback Form

Regional District of Okanagan Similkameen

101 Martin Street, Penticton, BC, V2A-5J9

Tel: 250-492-0237 / Email: planning@rdos.bc.ca

TO: Regional District of Okanagan Similkameen **FILE NO.:** H2019.020-ZONE

FROM: Name: Megan Norwick, CMM Environmental Specialist
(please print)

Street Address: _____

RE: Electoral Area "H" Zoning Amendment Bylaw No. 2498.20
Unsurveyed Crown Land in the vicinity of District Lot 892, YDYD

My comments / concerns are:

- I do support the proposed rezoning of the subject parcel.
- I do support the proposed rezoning of the subject parcel, subject to the comments listed below.
- I do not support the proposed rezoning of the subject parcel.

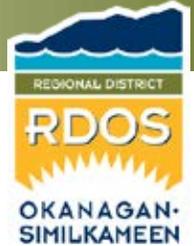
Written submissions received from this information meeting will be considered by the Regional District Board prior to 1st reading of Amendment Bylaw No. 2498.20.

Fully support producing soil to aid in the reclamation of
Copper Mountain Mine

Feedback Forms must be completed and returned to the Regional District prior to noon on the day of the applicable Regional District Board meeting.

Protecting your personal information is an obligation the Regional District of Okanagan-Similkameen takes seriously. Our practices have been designed to ensure compliance with the privacy provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("FIPPA"). Any personal or proprietary information you provide to us is collected, used and disclosed in accordance with FIPPA. Should you have any questions about the collection, use or disclosure of this information please contact: Manager of Legislative Services, RDOS, 101 Martin Street, Penticton, BC V2A 5J9, 250-492-0237.

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: March 5, 2020

RE: Official Community Plan (OCP) & Zoning Bylaw Amendment – Electoral Area “I”
Apex Mountain Zone Review

Administrative Recommendation:

THAT Bylaw No. 2603.03, 2020, Electoral Area “I” Official Community Plan Amendment Bylaw and Bylaw No. 2457.26, 2020, Electoral Area “I” Zoning Amendment Bylaw be read a first and second time and proceed to public hearing;

AND THAT the Board of Directors considers the process, as outlined in this report from the Chief Administrative Officer dated March 5, 2020, to be appropriate consultation for the purpose of Section 475 of the *Local Government Act*;

AND THAT, in accordance with Section 477 of the *Local Government Act*, the Board of Directors has considered Amendment Bylaw No. 2603.03, 2020, in conjunction with its Financial and applicable Waste Management Plans;

AND THAT the holding of a public hearing be scheduled for the Regional District Board meeting of April 2, 2020;

AND THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.

Purpose:

It is being proposed that the Regional District Board initiate an amendment to the Electoral Area “I” Official Community Plan No. 2603, 2013, and Zoning Bylaw No. 2457, 2008, in order to update a number of residential zones at Apex Mountain. The proposed bylaws support the on-going work related to the preparation of a single zoning bylaw for the South Okanagan Valley Electoral Areas.

Background:

In preparation of a single zoning bylaw for the Okanagan Electoral Areas, Administration has been reviewing and updating the various zoning districts such as Commercial, Tourist Commercial and Residential.

At present, the predominant zoning district at Apex Mountain is Residential, and is made up of the Residential Apex Alpine (RS4), Residential Multiple Unit Three (RM3) and Mixed Use Apex Alpine (RMU) zones, all of which apply to a majority of the land at the resort.

The RMU Zone is not, however, seen to be a Residential zone due to its mixed-use nature (i.e. it permits both commercial and residential uses) and is more akin to the Okanagan Falls Town Centre Zone and Naramata Village Centre Zone, both of which were reviewed in 2018.

At its meeting of April 19, 2018, the Planning and Development (P&D) Committee of the Board resolved to initiate amendments to the Electoral Area "I" Official Community Plan (OCP) and Zoning Bylaws in order to update the zones at Apex Mountain Resort as a stand-alone review.

At its meeting of January 23, 2020, the P&D Committee considered an Administrative Report providing an update on the proposed amendments to the Electoral Area "I" OCP and Zoning Bylaws in order to update the zones at Apex Mountain Resort as a stand-alone review.

Referrals:

Approval from the Ministry of Transportation and Infrastructure (MoTI) is not required prior to adoption as the proposed amendments involve lands beyond 800 metres of a controlled access highway (i.e. Highway 97 & 3).

Pursuant to Section 476 of the *Local Government Act*, the Regional District must consult with the relevant School District when proposing to amend an OCP for an area that includes the whole or any part of that School District. In this instance, School District No. 67 have been made aware of the proposed amendment bylaw.

Pursuant to Section 477 of the *Local Government Act*, after first reading the Regional Board must consider the proposed OCP amendment in conjunction with Regional District's current financial and waste management plans. The proposed OCP amendment has been reviewed by the Public Works Department and Finance Department, and it has been determined that the proposed bylaw is consistent with RDOS's current waste management plan and financial plan.

Public Process:

On February 4, 2020, a Public Information Meeting (PIM) was held at the RDOS Boardroom (101 Martin Street, Penticton) and was attended by approximately five (5) members of the public. Affected property owners (approximately 394) had been notified of the public hearing in writing on January 6, 2020.

The bylaw was also notified on the Regional District's web-site, social media accounts and by inclusion in the "bi-weekly" advertisement in local newspapers.

Administration recommends that the written notification of affected property owners, the public meetings as well as formal referral to the agencies listed at Attachment No. 1, should be considered appropriate consultation for the purpose of Section 475 of the *Local Government Act*. As such, the consultation process undertaken is seen to be sufficiently early and does not need to further ongoing.

All comments received to date in relation to this application are included as a separate item on the Board Agenda.

Analysis:

OCP Bylaw:

In support of the Apex Zone Review, it is being proposed to replace the current Residential Mixed use (RMU) designation with a new "Village Centre" designation to the Electoral Area "I" OCP Bylaw in order to present objectives and policies specific to Apex Mountain. These policies speak to, amongst other things, permitted uses, density, status as a Growth Area, vehicle parking, snow storage and potential design standards for the village core area.

NOTE: due to the Twin Lakes Growth Area similarly being designated RMU, it is being proposed that the objectives and policies for this site similarly be transitioned to the new "Twin Lakes Village Centre (TLVC)" designation as part of Amendment Bylaw No. 2683.03.

Apex Mountain Village Zone:

During the 2016 review of the Electoral Area "I" OCP Bylaw, the community expressed a desire to "consolidate and improve the village centre as the community's service centre and social heart". Administration is also aware of the community previously expressing concerns regarding the composition of the RMU Zone and the extent to which it contemplates the spread of commercial uses into residential areas, and that such a spread would be to the possible detriment of the Village core.

While the preparation of a Local Area Plan for Apex exceeds the scope of the current work being undertaken in support of a single zoning bylaw, Administration considers there to be merit in reconsidering the RMU Zone at this time.

Specifically, and in accordance with the approach previously applied to the Okanagan Falls and Naramata town sites, it is being proposed to replace the RMU Zone with a new Apex Mountain Village (AMV) Zone, and that the physical area of this zone be reduced to the village core of Apex.

While the range of uses permitted in the AMV Zone will not differ significantly from the RMU Zone, it is proposed to delete allowances for single detached and duplex dwellings as these are not seen to be compatible with the character and density of the village core.

With regard to densities, Apex is a Rural Growth Area under the Regional Growth Strategy (RGS) Bylaw and Administration has determined that a number of buildings previously constructed within the village core exceed the current density restriction of 55 units/ha.

To address this, it is being proposed to delete the units/ha density regulation, to increase the Floor Area Ratio (FAR) from 2.0 to 3.0 and to increase the maximum building height from 10-19.0 metres to 20.0 metres in order to address a number of existing non-conformities and to encourage further densification (subject to parking and servicing requirements being met).

It is further proposed to replace a number of other variable zoning regulations, such as minimum parcel size for subdivision (505-1,010 m²), minimum parcel width (15-30 metres) and maximum parcel coverage (45-75%) with a single, standard regulations; 1,000 m² (parcel size), Not less than 25% of the parcel depth (parcel width) and 75% (parcel coverage).

Finally, it is being proposed to introduce regulations for snow storage based upon the number of outdoor vehicle parking spaces being provided on a parcel (i.e. when more than 4 are required).

Medium Density Residential Zone:

It is being proposed to introduce a new Medium Density Residential Apex (RM2) Zone for existing apartment buildings and townhouses at Apex, and to carry forward the vacation rental allowance that was introduced into the zoning bylaw in 2014.

In accordance with the direction contained in Phase 1 of the Residential Zone Review, it is further being proposed that single detached duplex dwellings not be carried forward into the RM2 Zone from the RMU and RM3 zones.

The other significant amendment related to the RM2 Zone is to apply it to a large parcel of undeveloped Crown land at the south-west part of the community, and which is currently zoned RMU.

Duplex Zone:

It is being proposed to apply a new Low Density Residential Duplex Apex (RD2) Zone to all existing duplexes at Apex as well as a majority of parcels on Clearview Drive.

When the Clearview Drive subdivision occurred, the RMU Zone stipulated that parcels less than 1,010 m² were to be developed to single detached and duplex dwellings only, whereas parcels greater than 1,010 m² could also be developed to multi-dwelling units (i.e. more than 3-units). A majority of the parcels on Clearview Drive are less than 1,000 m² in area.

“Chutes End” Comprehensive Development Zone:

The provincial Apex Alpine Resort Area Master Plan (1981) envisioned “seven phases of development” at Apex Mountain, five (5) of which had been completed by November of 1981.

Phase 7 of the Master Plan was to have been completed between 1983-85 and included, amongst other things, “60 residential strata lots” as well as “roads and services” to “Chutes End”, which comprised an approximately 2.0 ha area near the upper parking lot (by the original “Gunbarrel”).

While this area of Crown land remains undeveloped and is zoned RMU, the operator of Apex Mountain has requested a replacement zoning be introduced to allow for a range of residential densities as well as the ability to develop a new hotel near the upper parking lot.

In response, Administration is proposing the introduction of a new “Chutes End Comprehensive Development (CD8) Zone that would allow for these range of uses and densities. This CD8 Zone is envisioned as a “holding” zone and one that would be replaced with existing low and medium density residential and tourist commercial zoning as the area is developed.

The boundaries of the proposed CD8 Zone have been expanded beyond the current RMU Zone to reflect a 2007 provincial approval for expanded development in this area of the resort.

Alternatives:

1. THAT Bylaw No. 2603.03, 2020, Electoral Area “I” Official Community Plan Amendment Bylaw and Bylaw No. 2457.26, 2020, Electoral Area “I” Zoning Amendment Bylaw be read a first and second time and proceed to public hearing;

AND THAT the Board of Directors considers the process, as outlined in the report from the Chief Administrative Officer dated March 5, 2020, to be appropriate consultation for the purpose of Section 475 of the *Local Government Act*;

AND THAT, in accordance with Section 477 of the *Local Government Act*, the Board of Directors has considered Amendment Bylaw No. 2603.03, 2020, in conjunction with its Financial and applicable Waste Management Plans;

AND THAT the holding of the public hearing be delegated to Director Monteith, or their delegate;

AND THAT staff schedule the date, time, and place of the public hearing in consultation with Director Monteith;

AND THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.

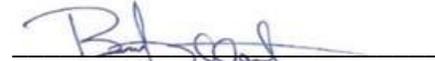
2. THAT Bylaw No. 2603.03, 2020, Electoral Area "I" Official Community Plan Amendment Bylaw and Bylaw No. 2457.26, 2020, Electoral Area "I" Zoning Amendment Bylaw be deferred; or
3. THAT Bylaw No. 2603.03, 2020, Electoral Area "I" Official Community Plan Amendment Bylaw and Bylaw No. 2457.26, 2020, Electoral Area "I" Zoning Amendment Bylaw be denied.

Respectfully submitted:



C. Garrish, Planning Manager

Endorsed By:



B. Dollevoet, G.M. of Development Services

Attachments: No. 1 – Agency Referral List

Attachment No. 1 – Agency Referral List

Referrals have been sent to the following agencies as highlighted with a **p**, regarding Amendment Bylaw No. 2603.03, 2020:

○	Agricultural Land Commission (ALC)	○	Fortis
p	Interior Health Authority (IHA)	○	City of Penticton
○	Ministry of Agriculture	○	District of Summerland
○	Ministry of Energy, Mines & Petroleum Resources	○	Town of Oliver
○	Ministry of Municipal Affairs & Housing	○	Town of Osoyoos
○	Ministry of Environment & Climate Change Strategy	○	Town of Princeton
p	Ministry of Forest, Lands, Natural Resource Operations & Rural Development (Mountain Resorts Branch)	○	Village of Keremeos
○	Ministry of Jobs, Trade & Technology	○	Okanagan Nation Alliance (ONA)
○	Ministry of Transportation and Infrastructure	p	Penticton Indian Band (PIB)
○	Integrated Land Management Bureau	○	Osoyoos Indian Band (OIB)
○	BC Parks	○	Upper Similkameen Indian Band (USIB)
○	School District #53 (Areas A, B, C, D & G)	○	Lower Similkameen Indian Band (LSIB)
○	School District #58 (Area H)	○	Environment Canada
p	School District #67 (Areas D, E, F, I)	○	Fisheries and Oceans Canada
○	Central Okanagan Regional District	○	Canadian Wildlife Services
○	Kootenay Boundary Regional District	○	OK Falls Irrigation District
○	Thompson Nicola Regional District	○	Kaleden Irrigation District
○	Fraser Valley Regional District	p	Apex Community Association
p	Apex Fire Brigade		

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2683.03, 2020

A Bylaw to amend the Electoral Area "I" Official Community Plan Bylaw No. 2683, 2016

The REGIONAL BOARD of the Regional District of Okanagan-Similkameen in open meeting assembled ENACTS as follows:

1. This Bylaw may be cited for all purposes as the "Apex Mountain Commercial and Residential Designation Update Amendment Bylaw No. 2683.03, 2020."
2. The Electoral Area "I" Official Community Plan (OCP) Bylaw No. 2683, 2016, is amended by:
 - i) adding a new reference under Section 4.0 (Official Community Plan Designations) to read as follows:

Village Centre Designations

Apex Village Centre	AVC
Twin Lakes Village Centre	TLVC

- ii) replacing Section 11.1 (Background) under Section 11.0 (Residential) in its entirety with the following:

11.1 Background

Residential development in the Plan Area has occurred in four primary locations -- Kaleden, St. Andrews, Twin Lakes and Apex. Low-density single detached dwellings are the predominant housing form throughout the Plan Area including these settlement areas. Other forms of low-density residential housing include semi-detached, and manufactured homes.

The Plan Area contains a significant amount of medium density residential housing in the Apex area. The Twin Lakes Golf Resort also contains lands which are designated Medium Density Residential, but which are not yet developed. The St. Andrews Land Use Contract includes 'rowhouses' and 'semi-detached' housing.

There are two residential land use designations recognized within this Plan. Rural Holdings (i.e., Large Holdings and Small Holdings) are not included as residential designations.

- **Low Density Residential (LR):** generally includes single detached dwellings, mobile homes, duplexes, and complementary secondary uses such as daycares, preschools, and small parks which are integral to a low density residential neighbourhood.
- **Medium Density Residential (MR):** generally includes townhouses, duplexes, triplexes, fourplexes, and those complementary secondary uses such as daycares, preschools, and small parks, which are integral to a medium density area.

Comprehensive Development (CD) zones have also been applied to lands designated LR and MR, generally in order to address legally non-conforming 'shared lot' residential uses that have existing for several decades or to act as a transitional zone pending development to specific residential forms.

iii) adding a new Section 11.5.8 (Policies – Medium Density Residential) under Section 11.0 (Residential) to read as follows:

- .8 Supports the use of a comprehensive development zone to allow a range of Medium Density Residential (MR) and Low Density Residential (LR) densities and dwelling types, and a limited range of tourist commercial uses on an approximately 12.5 ha parcel land that comprises an unfinished phase ("Chutes End") of the *Apex Alpine Resort Area Master Plan (1981)*. As this land is developed, the comprehensive development zone should be replaced with existing zones found in the applicable zoning bylaw.

iv) replacing Section 11.6 (Policies – Residential Mixed Use) under Section 11.0 (Residential) in its entirety with the following:

11.6 *deleted.*

v) adding a new Section 12.0 (Village Centre) to read as follows and renumbering all subsequent sub-sections:

12.0 VILLAGE CENTRE

12.1 Background

The Village Centre designation generally incorporates mixed medium density residential, institutional and commercial lands at Apex Mountain and the designated Rural Growth Area in Twin Lakes. The designation also includes a range of higher density housing types from row housing to apartments, mixed

use recreation and commercial uses, natural open spaces, and administrative, cultural or institutional uses

The Village Centre designation supports this by focusing medium density residential growth which, in turn, will promote a more compact urban form and a more complete community.

To meet these objectives, the Village Centre designation includes a strong emphasis on encouraging commercial, tourist commercial, mixed-use commercial, and medium density residential development.

12.2 Objectives

- .1 Reinforce the role of lands designated Village Centre as the commercial, institutional and social heart of a community.
- .2 Retain existing business and institutional uses, while supporting their expansion and attracting additional cultural, entertainment, and commercial development to areas designated Village Centre.
- .3 Support mixed-use, commercial/office/residential uses, including development that includes medium density residential dwelling types.
- .4 Encourage the integration of medium density residential dwelling types above ground floor commercial uses.

12.3 Policies – Apex Village Centre

The Regional Board:

- .1 Generally supports the use of lands designated Apex Village Centre (AVC) identified in Schedule 'B' *Official Community Plan Map* for medium density mixed use developments with residential and commercial components that fit with the mixed use intent of the designation.
- .2 Supports a maximum Floor Area Ratio (FAR) of 3.0 and a maximum building height of 20.0 metres in the Apex Village Centre (AVC) designation.
- .3 Supports a high standard of architectural building design for development within the Apex Village Centre (AVC) and may explore the creation of a development permit area designation for form and character.
- .4 Encourages the continued intensification and growth of commercial activities at Apex on lands designated Apex Village Centre (AVC).
- .5 Directs the development of existing vacant lots (with servicing), or previously approved subdivisions, prior to considering more development on non-residential and non-commercial designations in identified Rural Growth Areas.
- .6 Will generally not support designating additional lands Apex Village Centre (AVC) that are outside of the Apex Rural Growth Area.

- .7 Commercial uses in the Apex Village Centre (AVC) designation are encouraged that cater to the local neighbourhood service and retail needs or provide tourist accommodation services.
- .8 Encourages the Ministry of Transportation and Infrastructure (MoTI) to provide sufficient snow storage areas for road clearing within the Apex Village Centre (AVC) designation
- .9 Supports the preparation of a strategy to address day-use and/or overnight parking at Apex Mountain Resort.
- .10 Supports the provision of paid accommodation for visitors through the short-term rental of residences in the Apex Village Centre (AVC) designation.

12.4 Policies – Twin Lakes Village Centre

The Regional Board:

- .1 Generally supports the use of lands designated Twin Lakes Village Centre (TLVC) identified in Schedule 'B' *Official Community Plan Map* for medium density mixed use developments with residential and commercial components that fit with the mixed use intent of the designation.
- .2 Considers the maximum density of lands designated Twin Lakes Village Centres (TLVC) to be 60 dwelling units (townhouses and apartments) per gross hectare, subject to servicing requirements.
- .3 Supports the following types of special housing in areas designated Twin Lakes Village Centres (TLVC), subject to the creation of a local service area for fire protection:
 - a) community care housing; and
 - b) seniors and special needs housing
- .4 Will avoid locating Twin Lakes Village Centres (TLVC) development next to land designated as Agriculture. Low Density Residential (LR) uses will be preferred as a transition between Agriculture and Residential Mixed Use (RMU) development. If residential mixed use development is to be located near land designated as Agriculture (AG), the following steps must be taken:
 - a) buffering should be constructed in accordance with Ministry of Agriculture guidelines;
 - b) the ground floor of the building should be set back far enough from the agricultural use to minimize conflicts; and
 - c) the building should be designed to step back away from designated Agriculture (AG) land as the building increases in height.

- .5 Commercial uses in Twin Lakes Village Centres (TLVC) development are encouraged that cater to the local neighbourhood service and retail needs or provide small scale tourist accommodation services.
 - .6 Supports the provision of paid accommodation for visitors through the short-term rental of residences in the Twin Lakes Village Centre (TLVC) designation.
3. The Official Community Plan Map, being Schedule 'B' of the Electoral Area "I" Official Community Plan Bylaw No. 2683, 2016, is amended by:
 - i) changing the land use designation of the land shown shaded yellow on Schedule 'A', which forms part of this Bylaw, from Residential Mixed Use (RMU) to Apex Village Centre (AVC).
 - ii) changing the land use designation of the land shown shaded yellow on Schedule 'B', which forms part of this Bylaw, from Medium Density Residential (MR) to Low Density Residential (LR).
 - iii) changing the land use designation of an approximately 12.5 ha area of land shown shaded red on Schedule 'C', which forms part of this Bylaw, from Residential Mixed Use (RMU) to Medium Density Residential (MR).
 - iv) changing the land use designation of an approximately 11.0 ha area of land shown shaded yellow on Schedule 'C', which forms part of this Bylaw, from Resource Area (RA) to Medium Density Residential (MR).
 - v) changing the land use designation of the land described as Lot 2, Plan KAP78308, District Lot 395S, SDYD, and Lots A & B, Plan KAP92902, District Lot 395S, SDYD, and shown shaded yellow on Schedule 'D', which forms part of this Bylaw, from Residential Mixed Use (RMU) to Low Density Residential (LR).
 - vi) changing the land use designation of the land shown shaded yellow on Schedule 'E', which forms part of this Bylaw, from Residential Mixed Use (RMU) to Medium Density Residential (MR).
 - vii) changing the land use designation of the land shown shaded yellow on Schedule 'F', which forms part of this Bylaw, from Medium Density Residential (MR) to Low Density Residential (LR).
 - viii) changing the land use designation of the land shown shaded yellow on Schedule 'G', which forms part of this Bylaw, from Residential Mixed Use (RMU) to Medium Density Residential (MR).
 - ix) changing the land use designation of the land described as Lots 1-2, 4, 6-8, 10-11 & 12-15 Plan KAS1487, District Lot 395S, SDYD, and shown shaded yellow on Schedule 'H', which forms part of this Bylaw, from Residential Mixed Use (RMU) to Low Density Residential (LR).

- x) changing the land use designation of the land shown shaded yellow on Schedule 'I', which forms part of this Bylaw, from Medium Density Residential (MR) to Low Density Residential (LR).
- xi) changing the land use designation of the land described as Lots 1-3, Plan KAS3073, District Lot 395S, SDYD, and shown shaded yellow on Schedule 'J', which forms part of this Bylaw, from Medium Density Residential (MR) to Apex Village Centre (AVC).
- xii) changing the land use designation of the land described as Lots 1 & 2, Plan KAP81773, District Lot 395S, SDYD, and shown shaded yellow on Schedule 'K', which forms part of this Bylaw, from Residential Mixed Use (RMU) to Low Density Residential (LR).
- xiii) changing the land use designation of the land described as Lots 1 & 2, Plan KAS2465, District Lot 395S, SDYD (131-133 Whitetail Road), and shown shaded yellow on Schedule 'L', which forms part of this Bylaw, from Medium Density Residential (MR) to Low Density Residential (LR).
- xiv) changing the land use designation of the land shown shaded yellow on Schedule 'M', which forms part of this Bylaw, from Residential Mixed Use (RMU) to Twin Lakes Village Centre (TLVC).

READ A FIRST AND SECOND TIME this ____ day of _____, 2020.

PUBLIC HEARING held on this ____ day of _____, 2020.

READ A THIRD TIME this ____ day of _____, 2020.

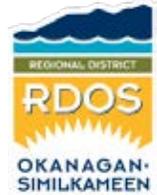
ADOPTED this ____ day of _____, 2020.

Board Chair

Chief Administrative Officer

Regional District of Okanagan-Similkameen

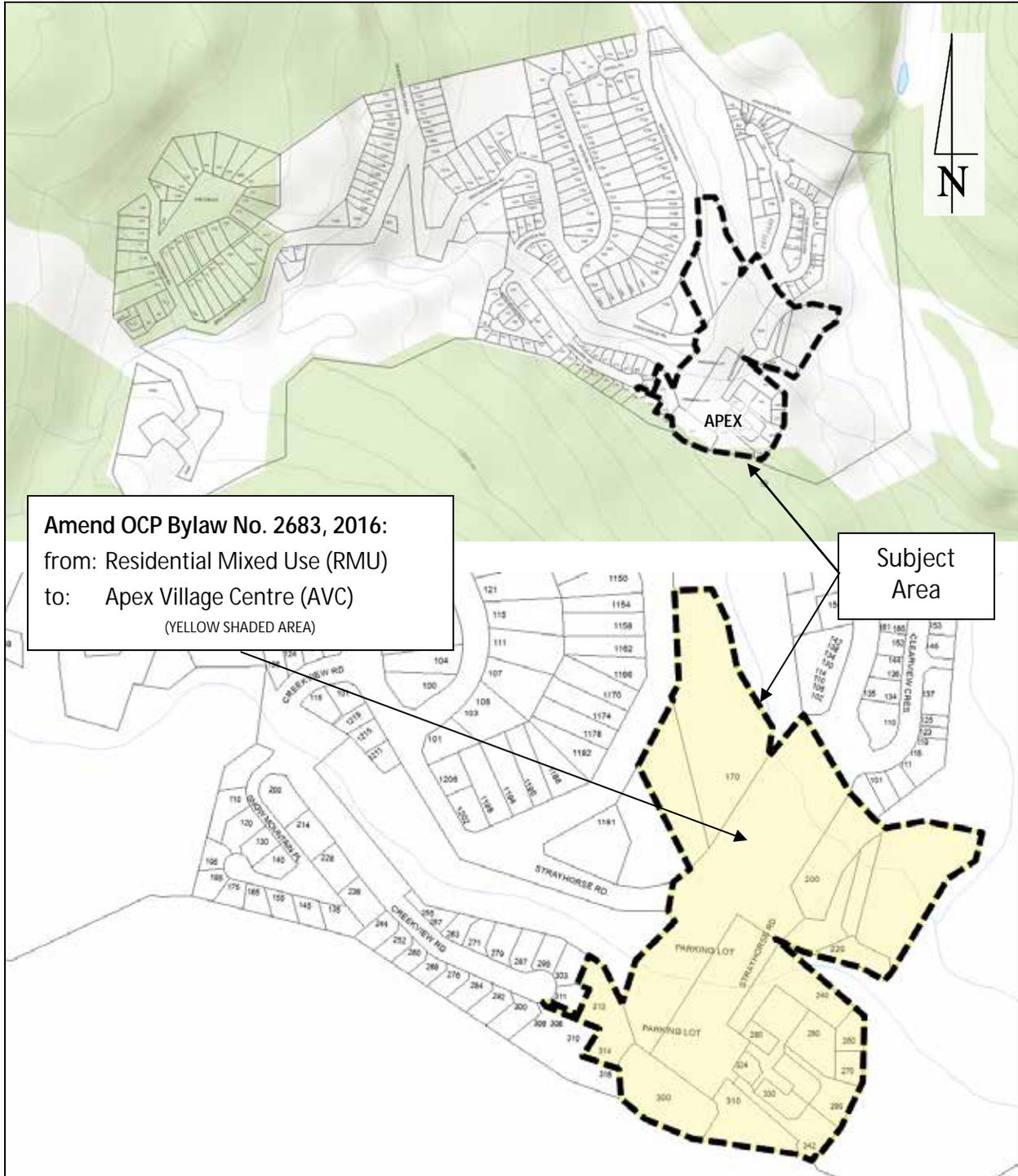
101 Martin St, Penticton, BC, V2A-5J9
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2683.03, 2020

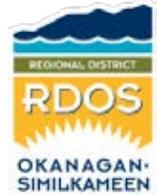
Project No: D2018.059-ZONE

Schedule 'A'



Regional District of Okanagan-Similkameen

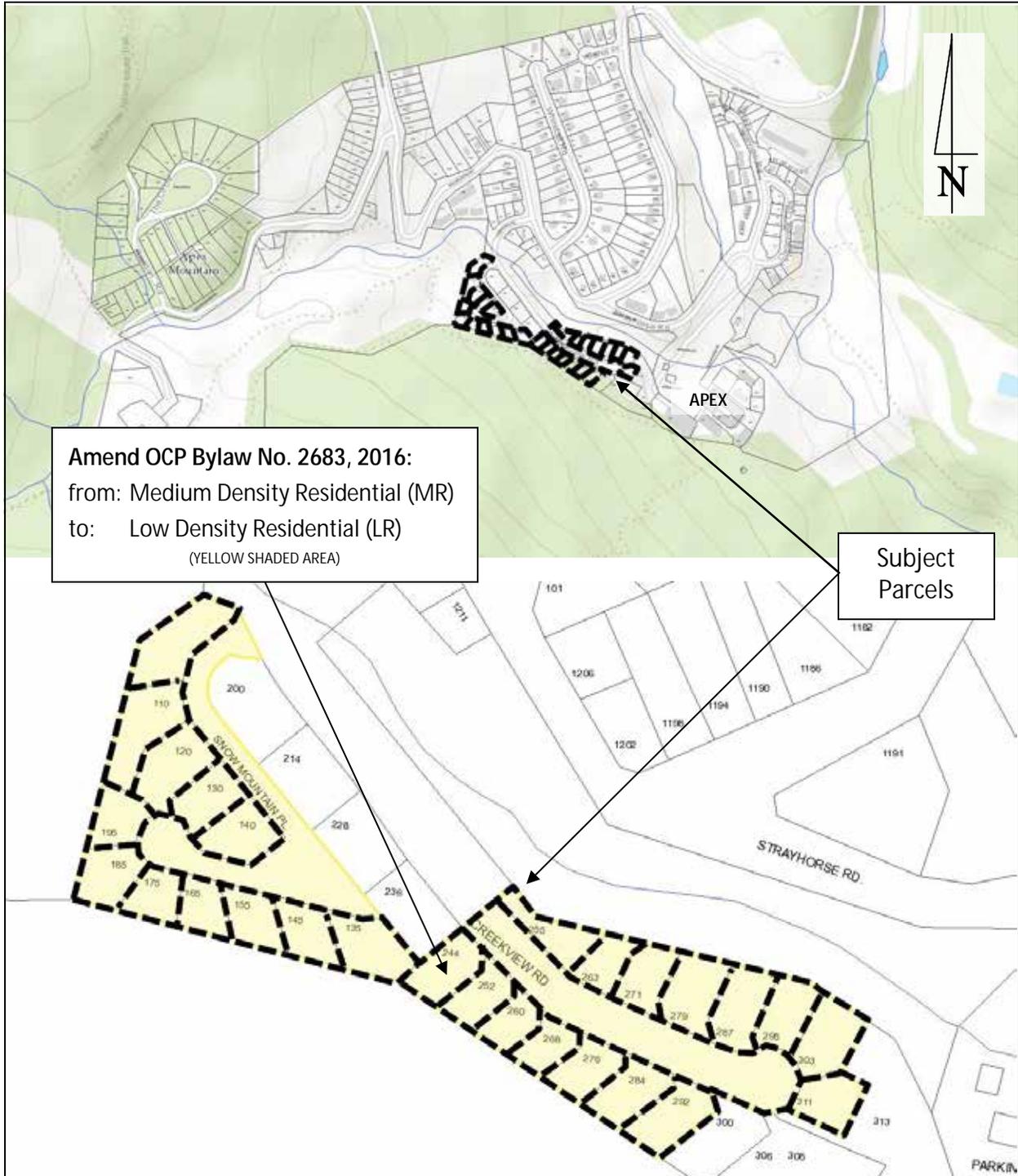
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Amendment Bylaw No. 2683.03, 2020

Project No: D2018.059-ZONE

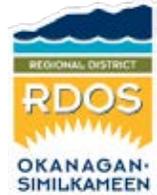
Schedule 'B'



Regional District of Okanagan-Similkameen

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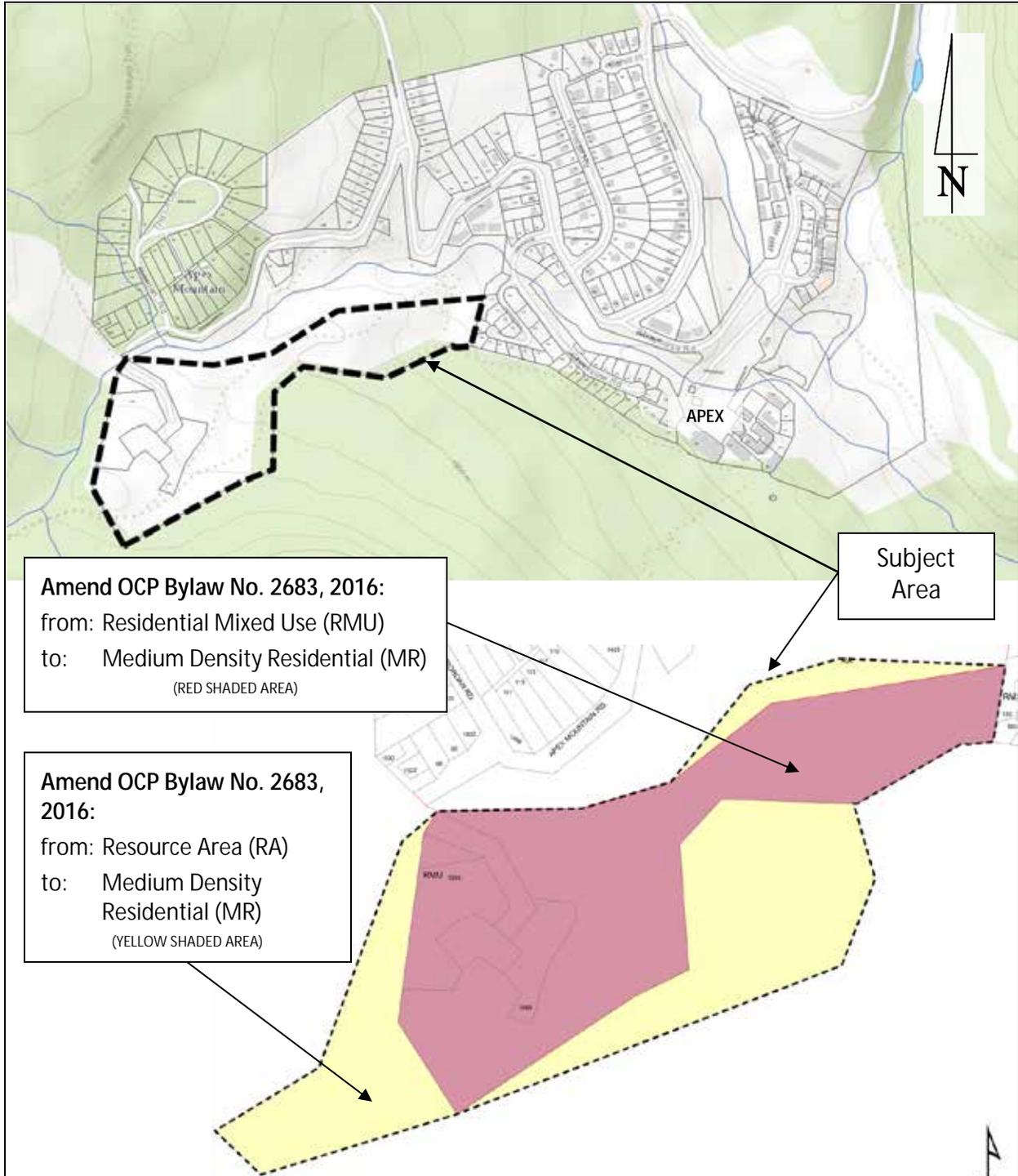
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Amendment Bylaw No. 2683.03, 2020

Project No: D2018.059-ZONE

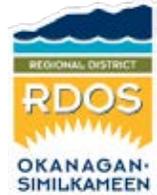
Schedule 'C'



Regional District of Okanagan-Similkameen

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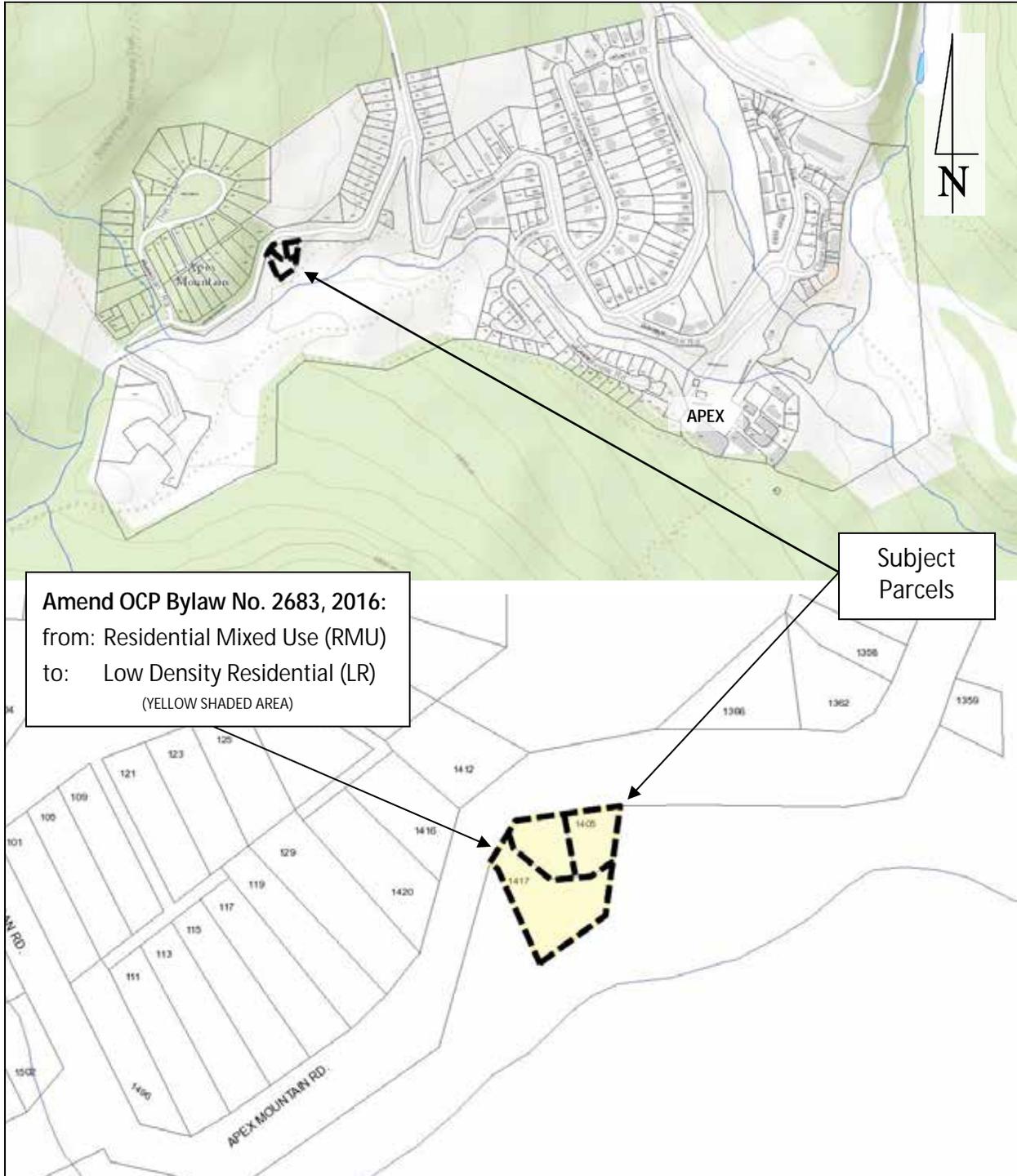
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Amendment Bylaw No. 2683.03, 2020

Project No: D2018.059-ZONE

Schedule 'D'



Regional District of Okanagan-Similkameen

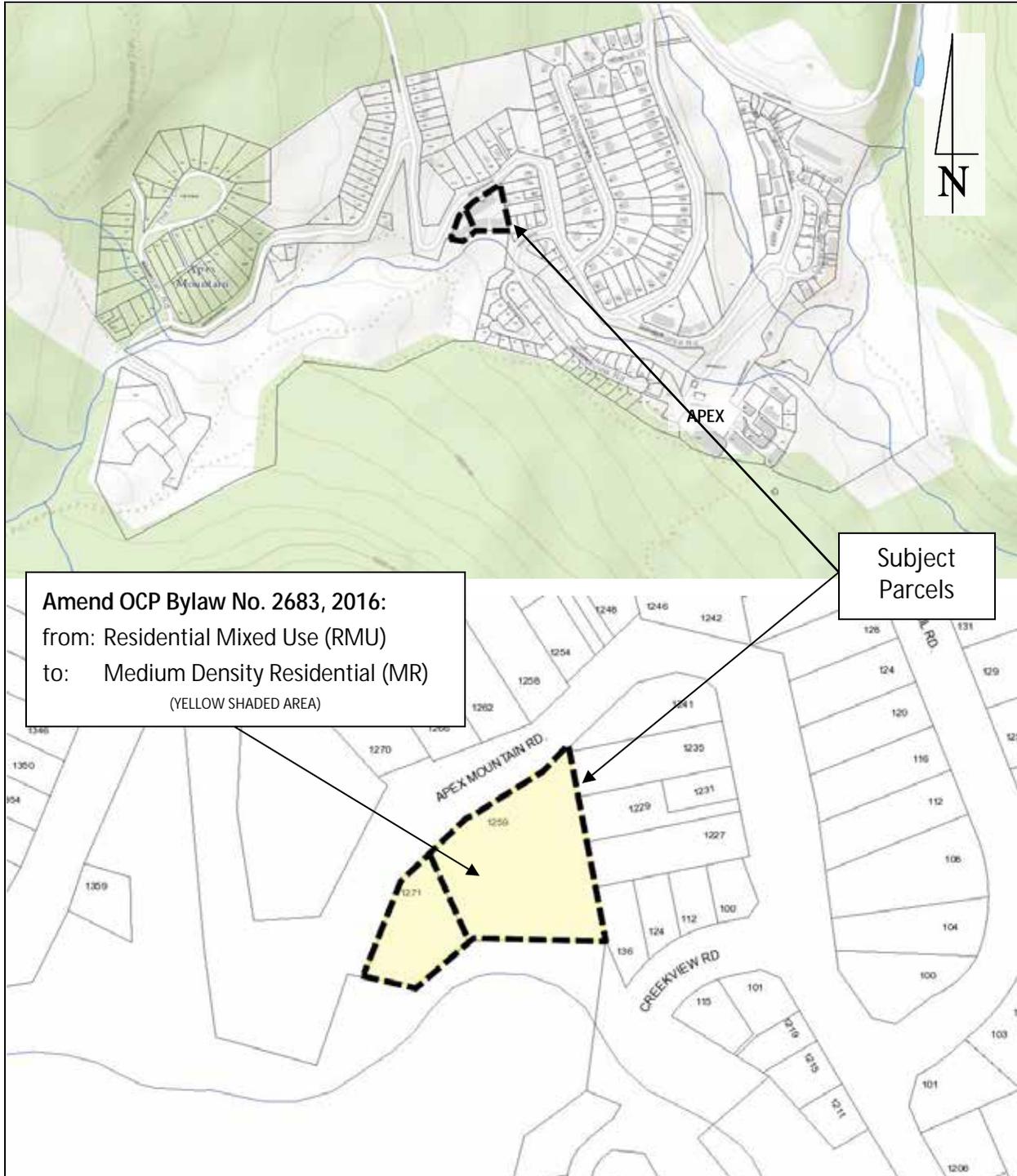
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Amendment Bylaw No. 2683.03, 2020

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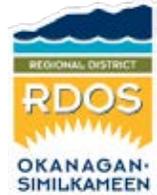
Schedule 'E'



Regional District of Okanagan-Similkameen

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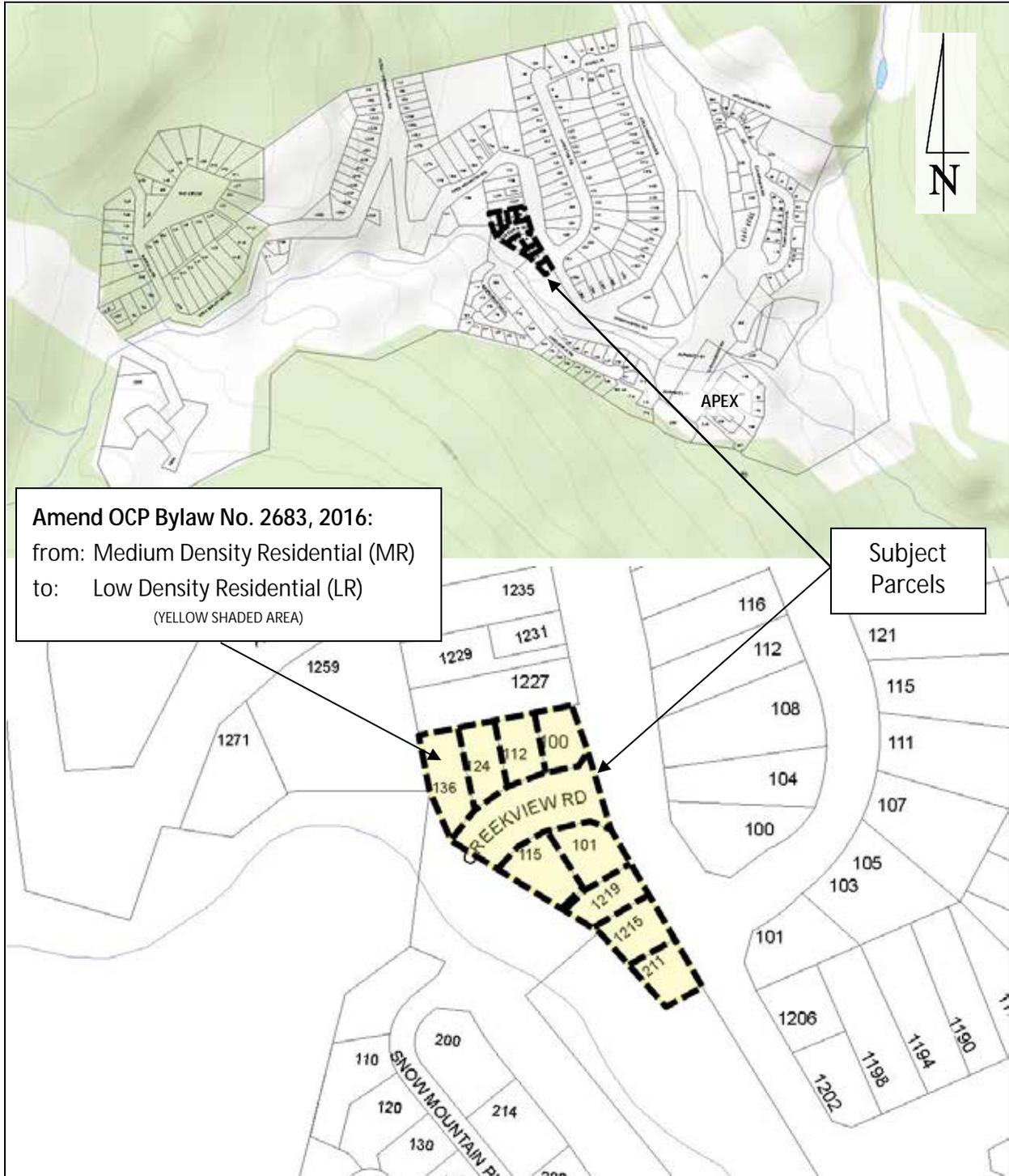
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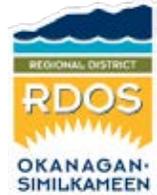
Project No: D2018.059-ZONE

Schedule 'F'



Regional District of Okanagan-Similkameen

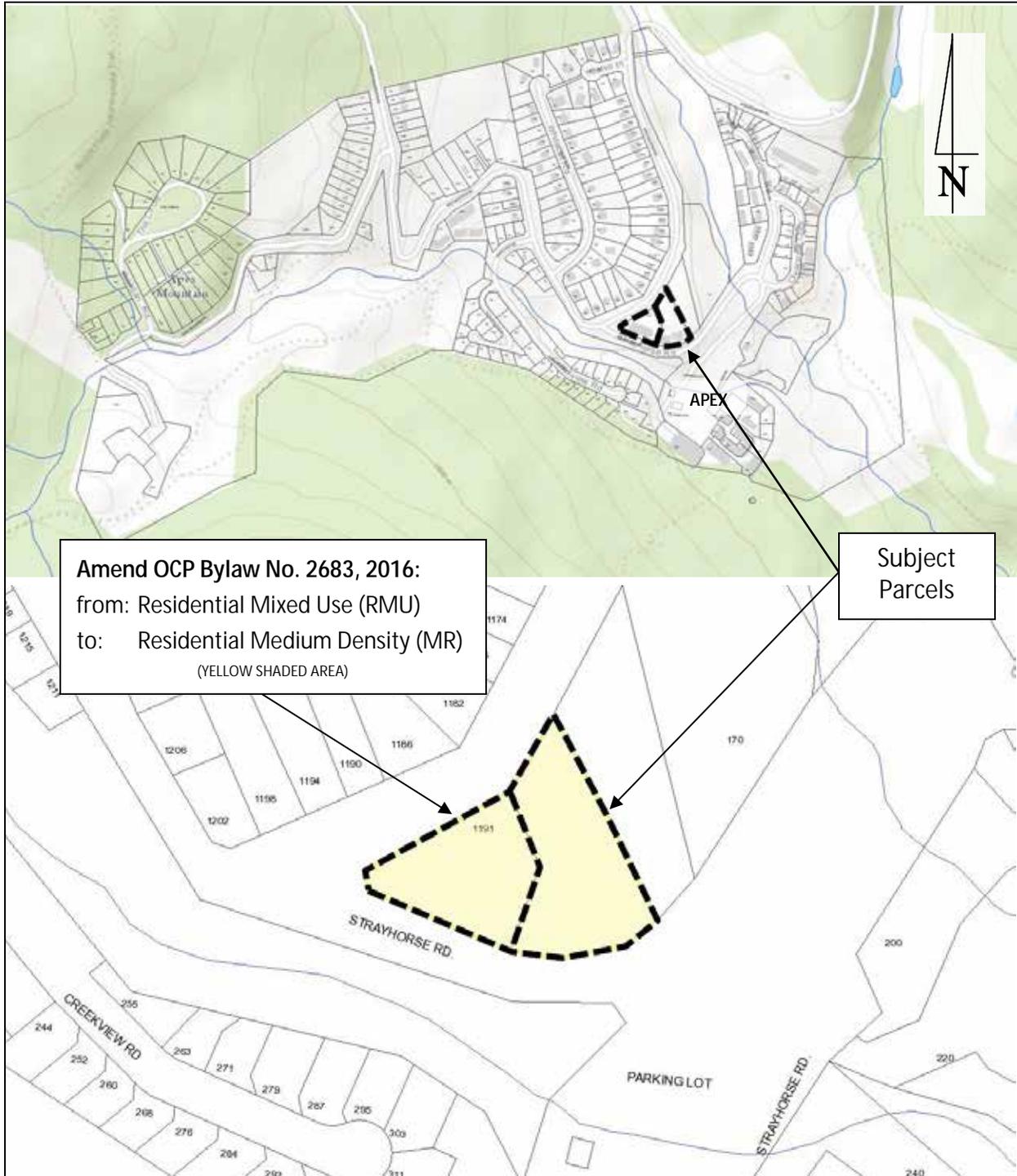
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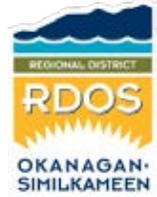
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Schedule 'G'



Regional District of Okanagan-Similkameen

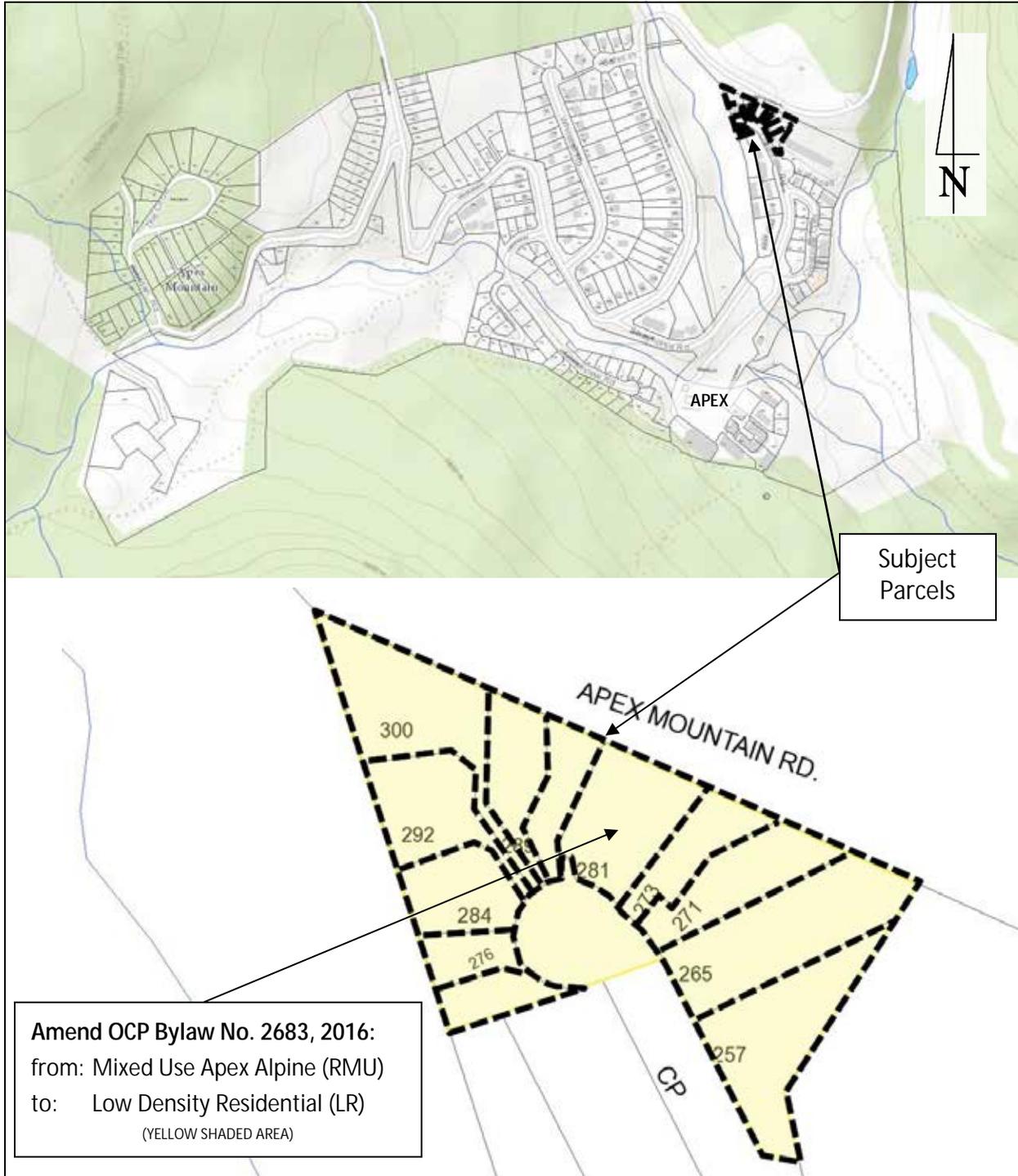
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Amendment Bylaw No. 2683.03, 2020

Project No: D2018.059-ZONE

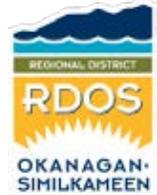
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Regional District of Okanagan-Similkameen

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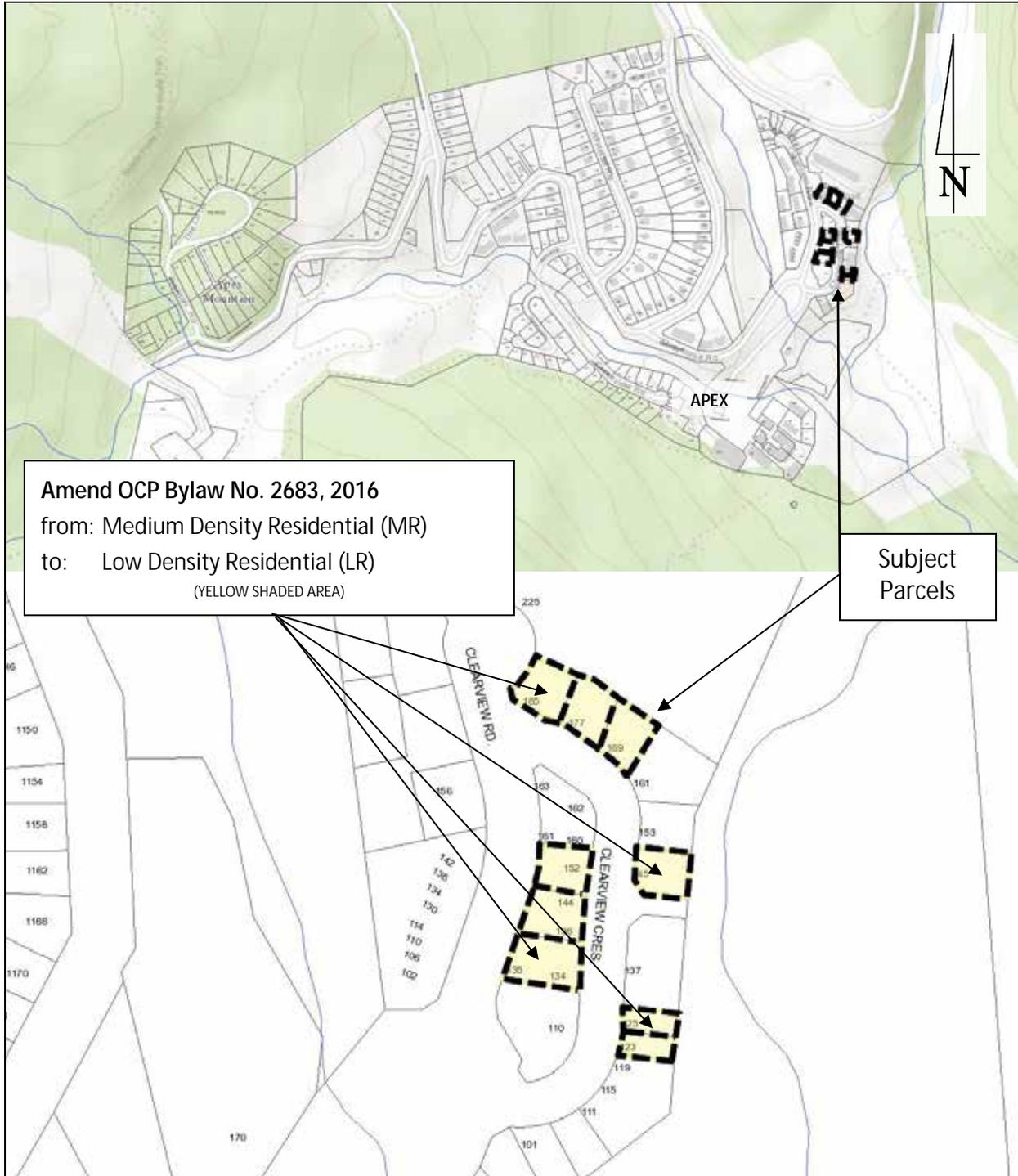
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Amendment Bylaw No. 2683.03, 2020

Project No: D2018.059-ZONE

Schedule '1'



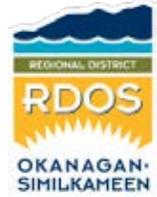
Amendment Bylaw No. 2683.03, 2020

(D2018.059-ZONE)

Page 15 of 19

Regional District of Okanagan-Similkameen

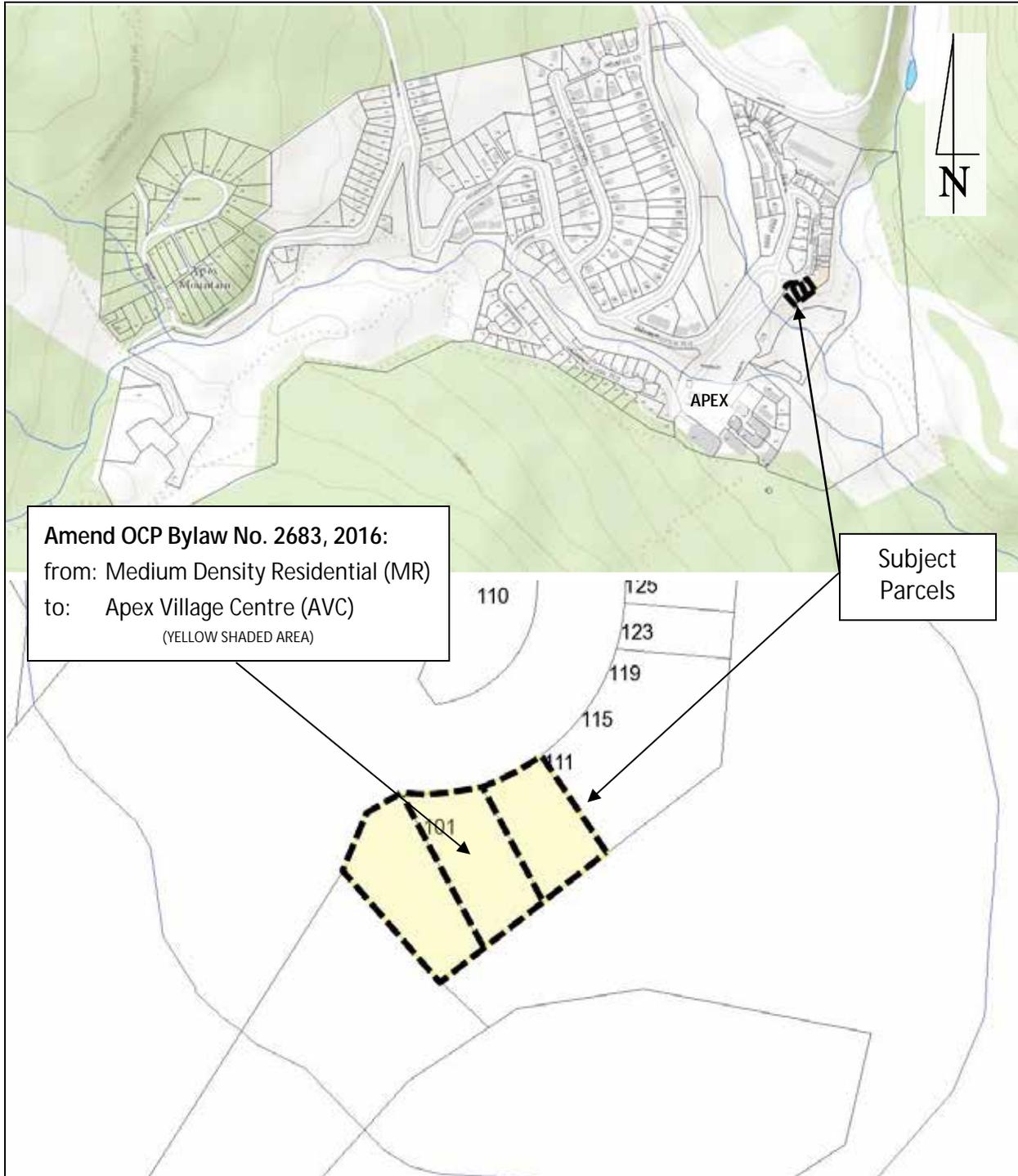
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Amendment Bylaw No. 2683.03, 2020

Project No: D2018.059-ZONE

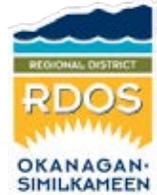
Schedule 'J'



Regional District of Okanagan-Similkameen

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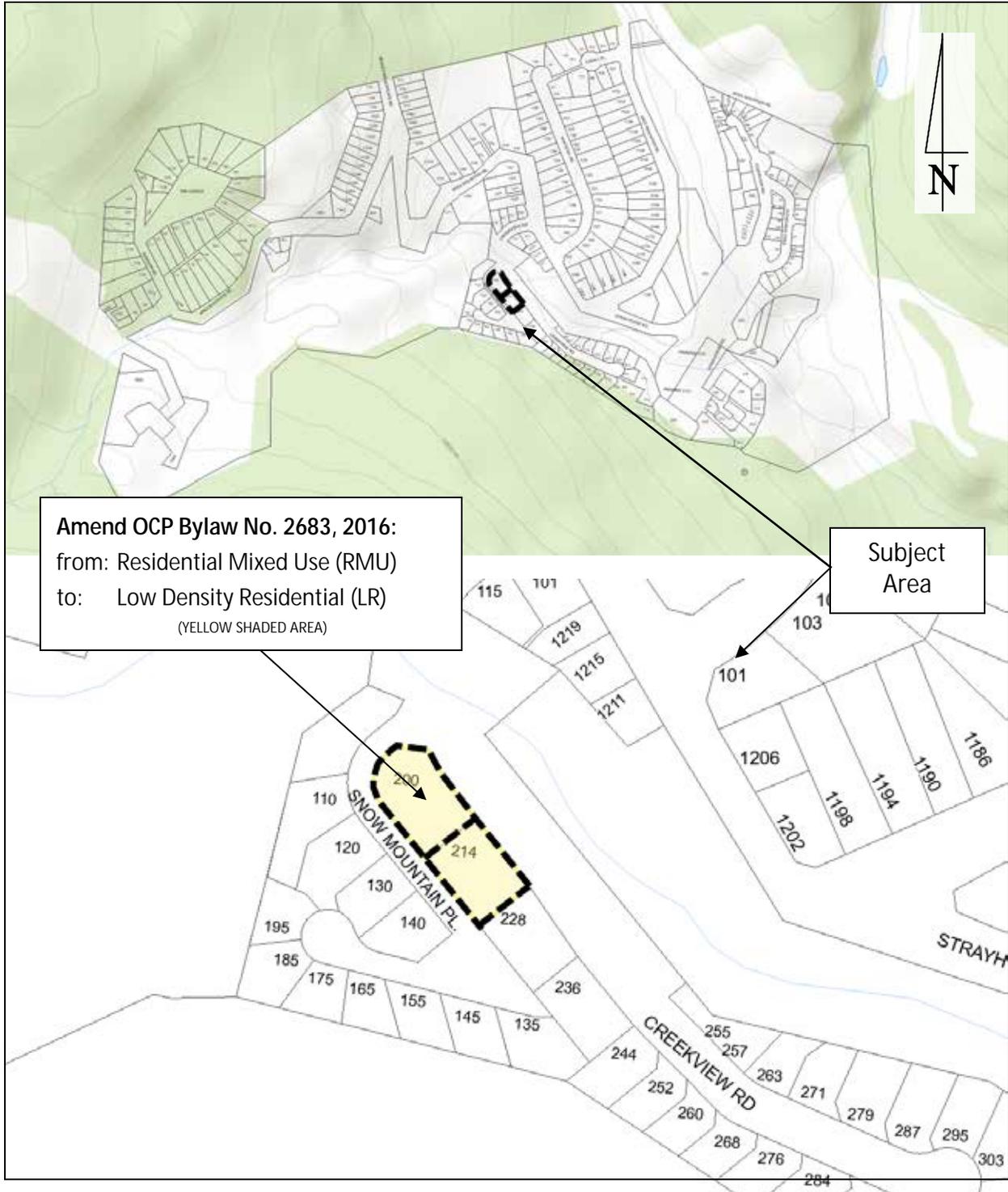
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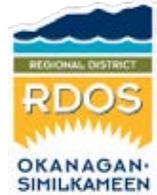
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Schedule 'K'



Regional District of Okanagan-Similkameen

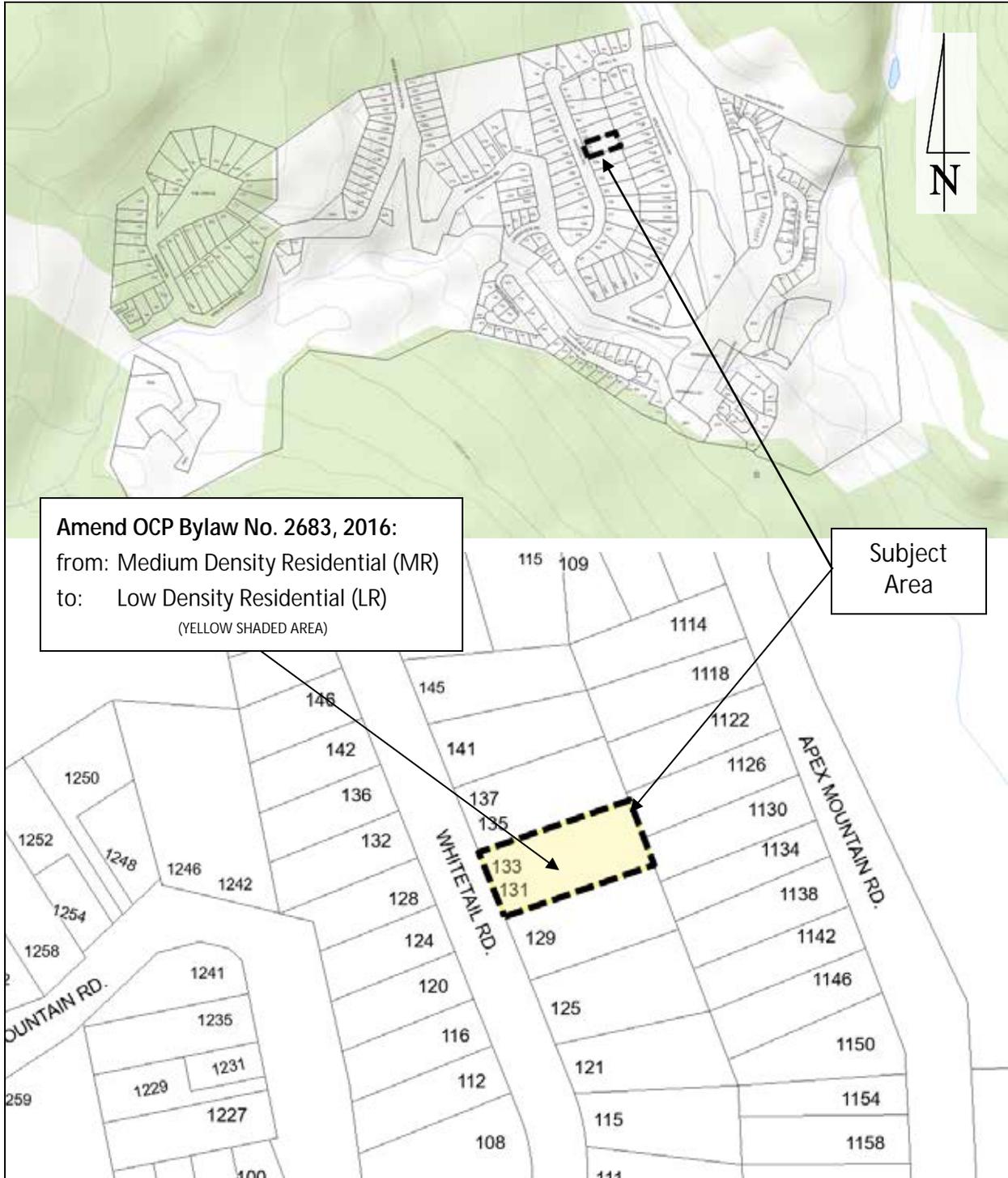
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Amendment Bylaw No. 2683.03, 2020

Project No: D2018.059-ZONE

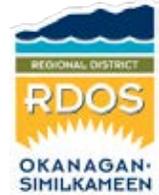
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Regional District of Okanagan-Similkameen

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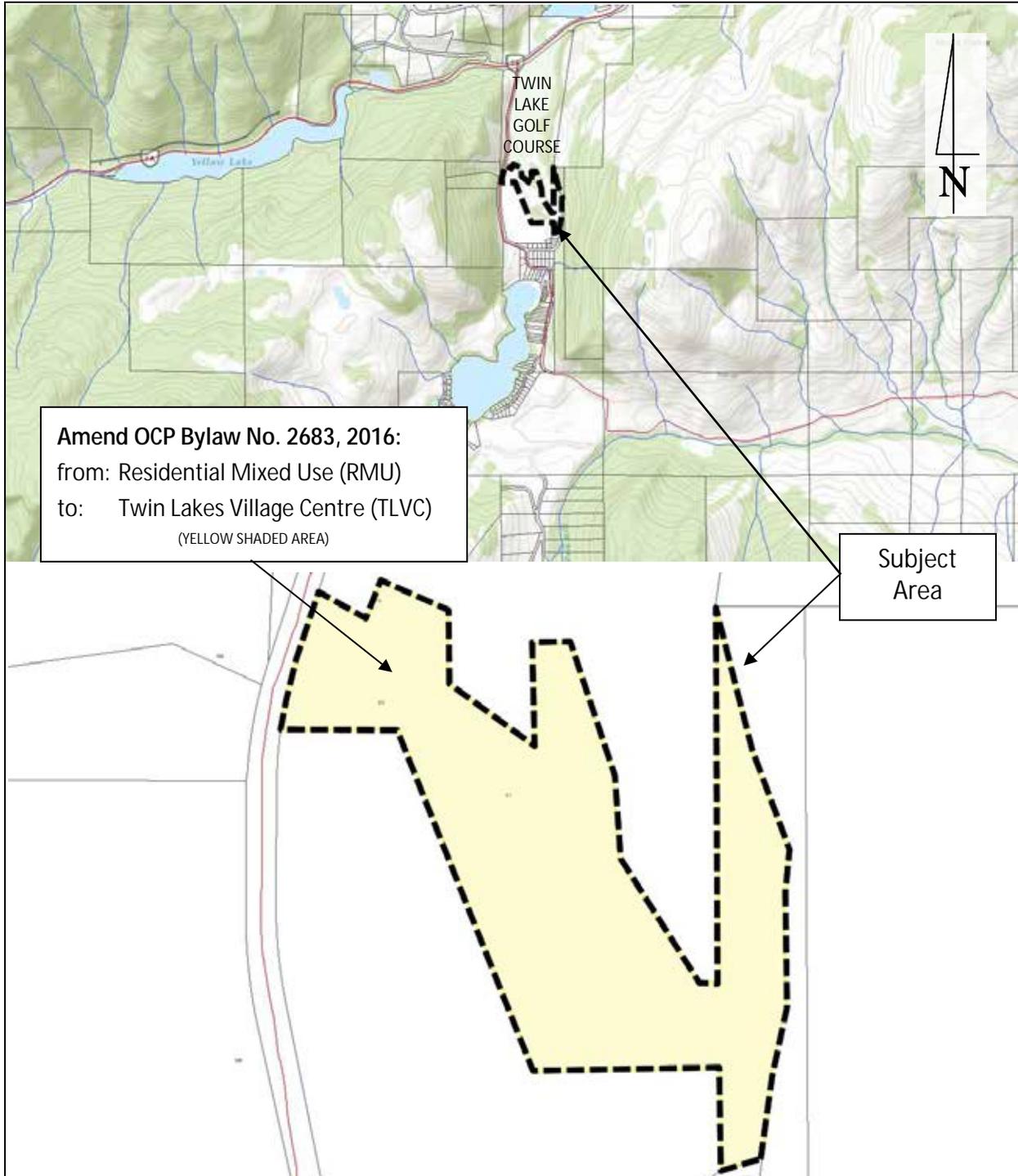
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2683.03, 2020

Project No: D2018.059-ZONE

Schedule 'M'



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2457.26, 2020

A Bylaw to amend the Electoral Area "I" Zoning Bylaw No. 2457, 2008

The REGIONAL BOARD of the Regional District of Okanagan-Similkameen in open meeting assembled ENACTS as follows:

1. This Bylaw may be cited for all purposes as the "Apex Mountain Commercial and Residential Zone Update Amendment Bylaw No. 2457.26, 2020."
2. The Electoral Area "I" Zoning Bylaw No. 2457, 2008, is amended by:
 - i) adding a reference to "Low Density Residential Duplex Apex Zone" at Section 5.1 (Zoning Districts) under Section 5.0 (Creation of Zones) to read as follows:

Low Density Residential Duplex Apex Zone	RD2
--	-----
 - ii) replacing the reference to "Medium Density Residential Zones" found at Section 5.1 (Zoning Districts) under Section 5.0 (Creation of Zones) with the following:

Medium Density Residential Zones

Medium Density Residential One Zone	RM1
Medium Density Residential Apex Zone	RM2
 - iii) adding a new reference to "Village Centre Zones" at Section 5.1 (Zoning Districts) under Section 5.0 (Creation of Zones) to read as follows:

Village Centre Zones

Apex Mountain Village Zone	AMV
----------------------------	-----
 - iv) adding a new reference to "Chutes End Comprehensive Development Zone CD8" at Section 5.1 (Zoning Districts) under Section 5.0 (Creation of Zones).

v) replacing Section 7.28.1 (Vacation Rentals) under Section 7.0 (General Regulations) in its entirety with the following:

.1 no more than one (1) vacation rental use is permitted per principal dwelling unit.

vi) adding a new Section 11.5 (Low Density Residential Duplex Apex Zone) under Section 11.0 (Low Density Residential) to read as follows:

11.5 LOW DENSITY RESIDENTIAL DUPLEX APEX ZONE (RD2)

11.5.1 Permitted Uses:

Principal uses:

- a) duplex;
- b) single detached dwelling;
- c) vacation rental, subject to Section 7.28;

Secondary uses:

- d) bed and breakfast operation, subject to Section 7.19;
- e) home occupations, subject to Section 7.17;
- f) secondary suite, subject to Section 7.12; and
- g) accessory buildings and structures, subject to Section 7.13.

11.5.2 Site Specific Residential Duplex Apex (RD2s) Provisions:

- a) see Section 18.30

11.5.3 Minimum Parcel Size:

- a) 600 m², subject to servicing requirements;
- b) 300 m², for the purpose of subdivision of *duplexes* into their individual units, subject to servicing requirements.

11.5.4 Minimum Parcel Width:

- a) Not less than 25% of parcel depth.

11.5.5 Maximum Number of Dwellings Permitted Per Parcel:

- a) two (2) principal dwelling units, provided that both dwellings are located in one (1) residential building; and
- b) one (1) secondary suite in a single detached dwelling.

11.5.6 Minimum Setbacks:

- a) Principal buildings:
 - i) Front parcel line: 7.5 metres
 - ii) Rear parcel line: 7.5 metres
 - iii) Interior side parcel line: 3.0 metres
 - iv) Exterior side parcel line: 4.5 metres
- b) Accessory buildings and structures:
 - i) Front parcel line: 7.5 metres
 - ii) Rear parcel line: 3.0 metres
 - iii) Interior side parcel line: 3.0 metres
 - iv) Exterior side parcel line: 4.5 metres

11.5.7 Maximum Height:

- a) No building and structure shall exceed a height of 10.0 metres;
- b) No accessory building or structure shall exceed a height of 5.5 metres.

11.5.8 Maximum Parcel Coverage:

- a) 45%

11.5.9 Minimum Building Width:

- a) Principal Dwelling Unit: 5.0 metres, as originally designed and constructed.

11.5.9 Conditions of Use:

- a) For parcels containing four (4) or more outdoor vehicle parking spaces, the following regulations shall apply:
 - i) an additional area equal to 25% of the required parking area shall be provided for snow storage on-site;
 - ii) areas required for snow storage shall not be counted towards vehicle parking requirements;
 - iii) snow storage area shall be located away from public roads and other areas so that motorist and pedestrian sight lines are not impacted.

- vii) replacing Section 12.2 (Mixed Use Apex Alpine (RMU) Zone) under Section 12.0 (Medium Density Residential) in its entirety with the following:

12.2 *deleted.*

- viii) replacing Section 12.3 (Residential Multiple Unit Three Zone) under Section 12.0 (Medium Density Residential (MR) in its entirety with the following:

12.3 MEDIUM DENSITY RESIDENTIAL APEX ZONE (RM2)

12.3.1 Permitted Uses:

Principal uses:

- a) apartment building;
- b) townhouse;
- c) vacation rental, subject to Section 7.28;

Secondary uses:

- d) home occupation, subject to Section 7.17; and
- e) accessory buildings and structures, subject to Section 7.13.

12.3.2 Site Specific Medium Density Residential Apex (RM2s) Provisions:

- a) see Section 18.14

12.3.3 Minimum Parcel Size:

- a) 1,000 m², subject to servicing requirements.

12.3.4 Minimum Parcel Width:

- a) 30.0 metres

12.3.5 Maximum Density:

- a) 60 dwelling units per ha

12.3.6 Minimum Floor Area:

- a) 40.0 m² for dwelling units

12.3.7 Minimum Setbacks:

- a) Buildings and Structures:
 - i) Front parcel line: 6.0 metres
 - ii) Rear parcel line: 3.0 metres
 - iii) Interior side parcel line: 3.0 metres

- iv) Exterior side parcel line: 5.0 metres
- b) Accessory Buildings or Structures:
 - i) Front parcel line: 6.0 metres
 - ii) Rear parcel line: 3.0 metres
 - iii) Interior side parcel line: 3.0 metres
 - iv) Exterior side parcel line: 5.0 metres

12.3.8 Maximum Height:

- a) No building or structure shall exceed a height of 15.0 metres; or
- b) No accessory building or structure shall exceed a height of 5.0 metres.

12.3.9 Maximum Parcel Coverage:

- a) 50%

12.3.10 Amenity Space Requirements:

- a) The following amenity space shall be provided for each dwelling unit:
 - i) studio suite: 7.5 m²
 - ii) one (1) bedroom: 15.0 m²
 - iii) two (2) or more bedrooms: 25.0 m²
- b) not less than 25% of required amenity space is to be located at grade;
- c) for the purpose of calculating the amenity space requirement, any indoor amenity space provided shall be counted as double its actual floor area and credited towards this requirement.

12.3.11 Conditions of Use:

- a) For parcels containing four (4) or more outdoor vehicle parking spaces, the following regulations shall apply:
 - i) an additional area equal to 25% of the required parking area shall be provided for snow storage on-site;
 - ii) areas required for snow storage shall not be counted towards vehicle parking requirements;
 - iii) snow storage area shall be located away from public roads and other areas so that motorist and pedestrian sight lines are not impacted.

- ix) adding a new Section 13.0 (Town Centre) to read as follows and renumbering all subsequent sub-sections:

13.0 VILLAGE CENTRE

13.1 APEX MOUNTAIN VILLAGE ZONE (AMV)

13.1.1 Permitted Uses:

Principal uses:

- a) apartment building, subject to Section 13.1.10;
- b) community hall;
- c) cultural facilities;
- d) eating and drinking establishment;
- e) indoor recreational facilities;
- f) office;
- g) personal service establishment;
- h) retail store, general;
- i) tourist accommodation;
- j) townhouse;
- k) vacation rental, subject to Section 7.28;

Secondary uses:

- l) home occupation, subject to Section 7.17; and
- m) accessory buildings and structures, subject to Section 7.13.

13.1.2 Site Specific Apex Mountain Village (AMVs) Provisions:

- a) see Section 18.13

13.1.3 Minimum Parcel Size:

- a) 1,000 m², subject to servicing requirements.

13.1.4 Minimum Parcel Width:

- a) Not less than 25% of the parcel depth.

13.1.5 Maximum Floor Area Ratio:

- a) 3.0

13.1.6 Minimum Setbacks:

- a) Buildings and Structures:
 - i) Front parcel line: 3.0 metres
 - ii) Rear parcel line: 3.0 metres
 - iii) Interior side parcel line: 3.0 metres
 - iv) Exterior side parcel line: 4.5 metres
- b) Accessory Buildings or Structures:
 - i) Front parcel line: 3.0 metres
 - ii) Rear parcel line: 1.5 metres
 - iii) Interior side parcel line: 1.5 metres
 - iv) Exterior side parcel line: 4.5 metres

13.1.7 Maximum Height:

- a) No building or structure shall exceed a height of 20.0 metres;
- b) No accessory building or structure shall exceed a height of 5.0 metres.

13.1.8 Maximum Parcel Coverage:

- a) 75%

13.1.9 Dwelling Unit Regulations:

- a) Dwelling units located in the same building as a commercial use shall have separate entrances from the exterior of the building and shall not share a common hallway with a commercial use.
- b) The following amenity space shall be provided for each dwelling unit:
 - i) studio suite: 7.5 m²
 - ii) one (1) bedroom: 15.0 m²
 - iii) two (2) or more bedrooms: 25.0 m²
- c) not less than 25% of required amenity space is to be located at grade;
- d) for the purpose of calculating the amenity space requirement, any indoor amenity space provided shall be counted as double its actual floor area and credited towards this requirement.

13.1.10 Conditions of Use:

- a) For parcels containing four (4) or more outdoor vehicle parking spaces, the following regulations shall apply:

- i) an additional area equal to 25% of the required parking area shall be provided for snow storage on-site;
 - ii) areas required for snow storage shall not be counted towards vehicle parking requirements;
 - iii) snow storage area shall be located away from public roads and other areas so that motorist and pedestrian sight lines are not impacted.
- x) adding a new Section 17.2 (Chutes End Comprehensive Development (CD8) Zone) under Section 17.0 (Comprehensive Development) to read as follows:

17.2 CHUTES END COMPREHENSIVE DEVELOPMENT (CD8) ZONE

17.2.1 Purpose

The purpose of the Chutes End Comprehensive Development Zone is to create a transitional zone that will allow for the subsequent development of an approximately 12.5 ha area of predominantly vacant Crown land to a range of residents densities and dwelling types. This area comprises an incomplete phase in the development of the Apex Mountain Ski Resort.

17.2.2 Location

The subject area comprises the Upper Parking Lot and related maintenance buildings and extends eastwards to Creekview Road. The area is bounded by Keremeos Creek to the north and existing ski runs associated with Apex Mountain to the south.



Figure 17.2.1

17.2.3 Background:

The Apex Alpine Resort Area Master Plan (1981) envisioned “seven phases of development” at Apex Mountain, five (5) of which had been completed by November of 1981.

The Plan called “for the ultimate development of 126 single family units, 411 condominium and 100 hotel units as well as 36, 281 square feet of commercial floor space. Apex Alpine also intends to construct 45 employee accommodation units with a total of 106 beds.”

Phase 7 of the Master Plan was to have been completed between 1983-85 and included, amongst other things, “60 residential strata lots” as well as “roads and services” to “Chutes End”, which is shown as comprising an approximately 2.0 ha (5.0 acre) area to be developed to “condo” (i.e. townhomes) units (see Figure 17.2.2).



Figure 17.2.2

17.2.4 Permitted Uses:

Principal uses:

- a) apartment building, subject to Section 17.2.13;
- b) duplex;
- c) single detached dwelling;
- d) townhouse, subject to Section 17.2.13;
- e) vacation rental, subject to Section 7.28;

Secondary uses:

- f) bed and breakfast operation, subject to Section 7.19;
- g) home occupation, subject to Section 7.17;
- h) secondary suite, subject to Section 7.12; and
- i) accessory buildings and structures, subject to Section 7.13.

17.2.5 Minimum Parcel Size for Subdivision:

- a) 225.0 m² for the purpose of subdividing a duplex under the *Strata Property Act*, when connected to a community sewer and water system;
- b) 550.0 m², when connected to a community sewer and water system;

- c) 0.5 ha, when connected to community sewer system and serviced by well;
or
- d) 1.0 ha, when serviced by well and approved septic system.

17.2.6 Minimum Parcel Width for Subdivision:

- a) Not less than 25% of parcel depth

17.2.7 Maximum Density:

- a) for an apartment building or townhouse: the maximum density shall not exceed 60 dwelling units per hectare;
- b) for duplex dwellings: two (2) dwelling units per parcel, provided that both dwellings are located in one (1) residential building; or
- c) for single detached dwellings: one (1) principle dwelling unit per parcel and one (1) secondary permitted per parcel.

17.2.8 Minimum Setbacks:

- a) Buildings and structures:

	DWELLING TYPE		
	single detached dwelling	duplex	apartment building or townhouse
i) Front parcel line:	7.5 metres	7.5 metres	7.5 metres
ii) Rear parcel line:	7.5 metres	7.5 metres	4.5 metres
iii) Interior side parcel line:	3.0 metres	3.0 metres	3.0 metres
iv) Exterior side parcel line:	4.5 metres	4.5 metres	4.5 metres

- b) Accessory buildings and structures:

- i) Front parcel line: 7.5 metres
- ii) Rear parcel line: 1.5 metres
- iii) Interior side parcel line: 1.5 metres
- iv) Exterior side parcel line: 4.5 metres

17.2.9 Maximum Height:

- a) No apartment building or townhouse shall exceed a height of 15.0 metres;
- b) No single detached dwelling or duplex shall exceed a height of 10.0 metres;

- c) No accessory building or structure shall exceed a height of 4.5 metres.

17.2.10 Maximum Parcel Coverage:

- a) 50% for apartment buildings, townhouses and accessory buildings structures;
- b) 45% duplexes and accessory buildings structures; or
- c) 35% for single detached dwellings and accessory buildings structures.

17.2.11 Minimum Building Width:

- a) Detached Dwelling Units: 5.0 metres, as originally designed and constructed.

17.2.12 Minimum Building Width:

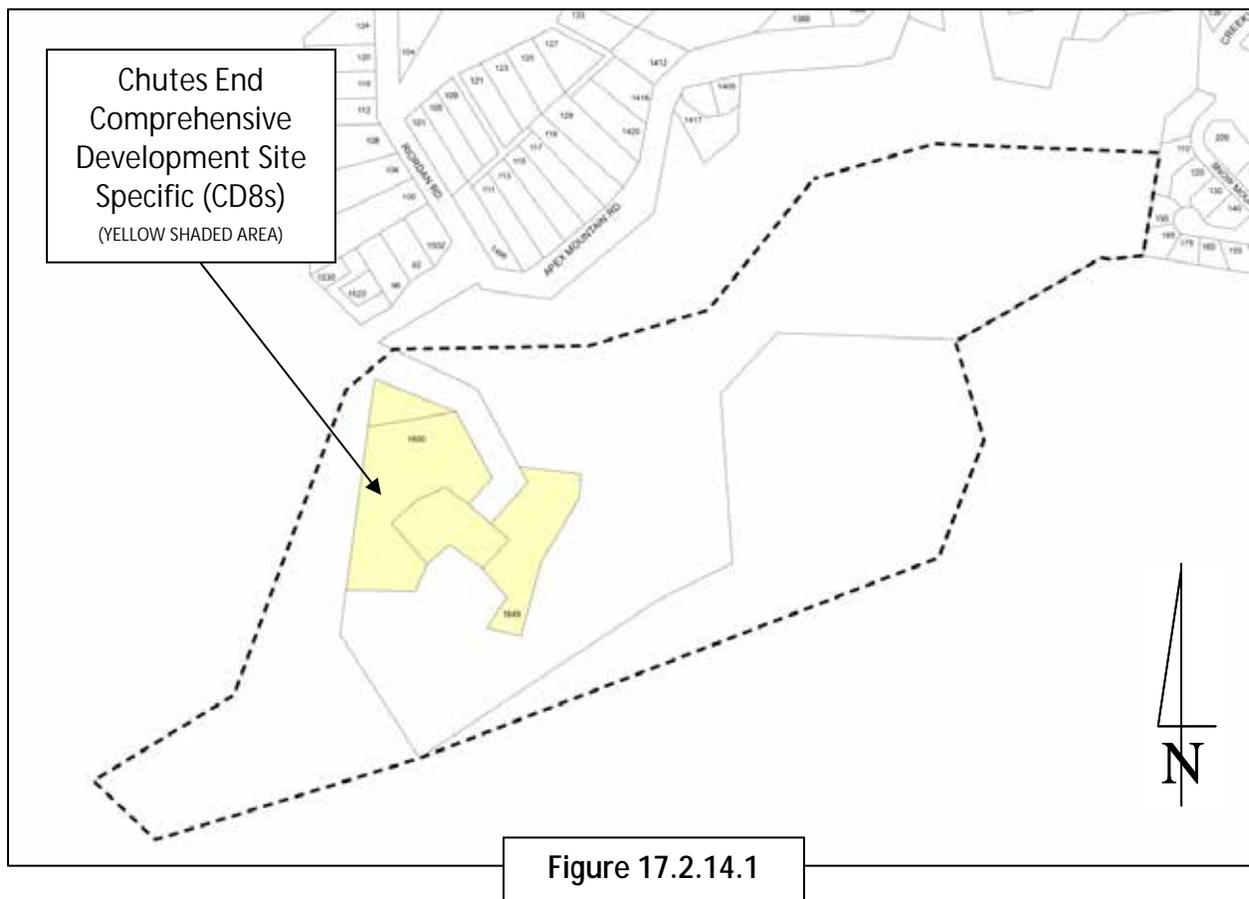
- a) The following amenity space shall be provided for each dwelling unit:
 - i) studio suite: 7.5 m²
 - ii) one (1) bedroom: 15.0 m²
 - iii) two (2) or more bedrooms: 25.0 m²
- b) not less than 25% of required amenity space is to be located at grade;
- c) for the purpose of calculating the amenity space requirement, any indoor amenity space provided shall be counted as double its actual floor area and credited towards this requirement.

17.2.13 Conditions of Use:

- a) the minimum land area required for the development of an apartment building or townhouse is 1,000.0 m².
- b) for parcels containing four (4) or more outdoor vehicle parking spaces, the following regulations shall apply:
 - i) an additional area equal to 25% of the required parking area shall be provided for snow storage on-site;
 - ii) areas required for snow storage shall not be counted towards vehicle parking requirements;
 - iii) snow storage area shall be located away from public roads and other areas so that motorist and pedestrian sight lines are not impacted.

17.2.14 Site Specific Chutes End Comprehensive Development (CD8s) Regulations:

- .1 in the case of an approximately 2.0 ha area of land shown shaded yellow on Figure 17.2.14.1:
 - a) the following principal use shall be permitted on the land in addition to the permitted uses listed in Section 17.2.1:
 - i) tourist accommodation.
 - b) the minimum parcel line setbacks for a building or structure to be used for tourist accommodation purposes shall be in accordance with those for an apartment building at Section 17.2.8.
 - c) despite Section 17.2.9, the maximum height for a building or structure to be used for tourist accommodation purposes shall not exceed 20.0 metres.
 - d) despite Section 17.2.10, the maximum parcel coverage for a building or structure to be used for tourist accommodation purposes shall not exceed 75%.



- xi) replacing Section 18.9 (Site Specific Residential Apex Alpine (RS4s) Provisions) under Section 18.0 (Site Specific Designations) in its entirety with the following:

18.9 Site Specific Residential Apex Alpine (RS4s) Provisions:

.1 *deleted.*

- xii) replacing Section 18.13 (Site Specific Mixed Use Apex Alpine (RMUs) Provisions) under Section 18.0 (Site Specific Designations) in its entirety with the following:

18.13 Site Specific Apex Mountain Village (AMVs) Provisions:

.1 *deleted.*

.2 *deleted.*

.3 *deleted.*

- xiii) replacing Section 18.14 (Site Specific Multiple Family Three (RM3s) Provisions) under Section 18.0 (Site Specific Designations) to read as follows:

18.14 Site Specific Medium Density Residential Apex (RM2s) Provisions:

.1 Not applicable

- xiv) adding a new Section 18.30 (Site Specific Residential Apex Alpine Duplex (RD2s) Provisions) under Section 18.0 (Site Specific Designations) to read as follows:

18.30 Site Specific Low Density Residential Duplex Apex (RD2s) Provisions:

.1 in the case of land described as Lots 1 & 2, Plan KAS2465, District Lot 395S, SDYD (131-133 Whitetail Road, Apex), and shown shaded yellow on Figure 18.30.1:

- a) despite Section 4.0 (Definitions), a secondary suite may be located within a duplex dwelling.
- b) despite Section 7.12.2, the maximum floor area of a secondary suite shall not exceed 120.0 m².
- c) despite Section 7.28.4, no more than 16 patrons, with an aggregate occupancy of eight (8) patrons per dwelling unit (principal and secondary suite) shall be accommodated per strata parcel.
- d) despite Section 11.5.5 (Maximum Number of Dwellings Permitted Per Parcel), the maximum number of dwellings permitted shall be two (2) principal dwelling units and 2 secondary suites, provided all dwellings are located in one (1) residential building.

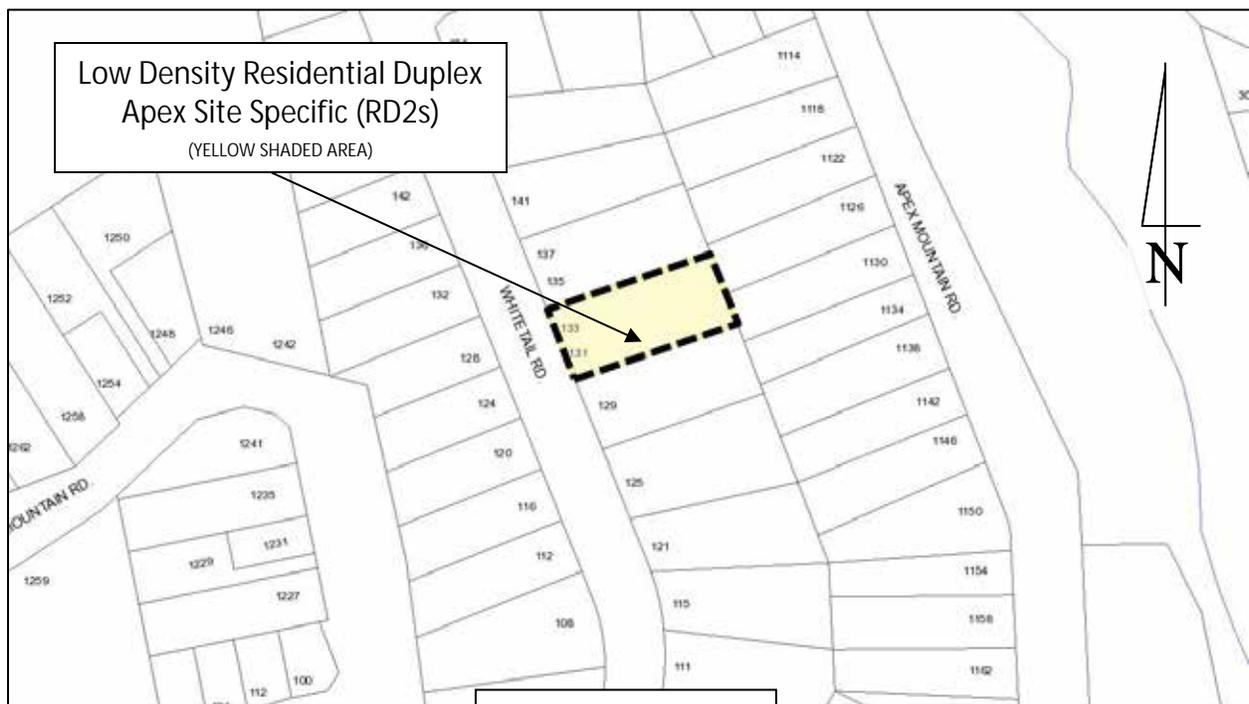


Figure 18.30.1

3. The Zoning Map, being Schedule '2' of the Electoral Area "I" Zoning Bylaw No. 2457, 2008, is amended by:
 - i) changing the land use designation of the land shown shaded yellow on Schedule 'A', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Apex Mountain Village (AMU).
 - ii) changing the land use designation of the land shown shaded yellow on Schedule 'B', which forms part of this Bylaw, from Residential Multiple Unit Three (RM3) to Medium Density Residential Apex (RM2).
 - iii) changing the land use designation of the land shown shaded yellow on Schedule 'C', which forms part of this Bylaw, from Residential Multiple Unit Three (RM3) to Low Density Residential Duplex Apex (RD2).
 - iv) changing the land use designation of the land shown shaded purple on Schedule 'C', which forms part of this Bylaw, from Residential Multiple Unit Three (RM3) to Residential Apex Alpine (RS4).
 - v) changing the land use designation of the land shown shaded yellow on Schedule 'D', which forms part of this Bylaw, from Residential Multiple Unit Three (RM3) to Medium Density Residential Apex (RM2).
 - vi) changing the land use designation of an approximately 11.0 ha area of land shown shaded red on Schedule 'E', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Chutes End Comprehensive Development (CD8).

- vii) changing the land use designation of an approximately 2.5 ha area of land shown shaded blue on Schedule 'E', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Chutes End Comprehensive Development Site Specific (CD8s).
- viii) changing the land use designation of an approximately 10.0 ha area of land shown shaded yellow on Schedule 'E', which forms part of this Bylaw, from Resource Area (RA) to Chutes End Comprehensive Development (CD8).
- ix) changing the land use designation of the land described as Lot 2, Plan KAP78308, District Lot 395S, SDYD, and Lots A & B, Plan KAP92902, District Lot 395S, SDYD, and shown shaded yellow on Schedule 'F', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Low Density Residential Duplex Apex (RD2).
- x) changing the land use designation of the land shown shaded yellow on Schedule 'G', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Medium Density Residential Apex (RM2).
- xi) changing the land use designation of the land shown shaded yellow on Schedule 'H', which forms part of this Bylaw, from Residential Apex Alpine Site Specific (RS4s) to Low Density Residential Duplex Apex (RD2).
- xii) changing the land use designation of the land shown shaded yellow on Schedule 'I', which forms part of this Bylaw, from Apex Medium Density Residential (RM3) to Low Density Residential Duplex Apex (RD2).
- xiii) changing the land use designation of the land shown shaded yellow on Schedule 'J', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Medium Density Residential Apex (RM2).
- xiv) changing the land use designation of an approximately 4.2 ha area of land shown shaded yellow on Schedule 'K', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Resource Area (RA).
- xv) changing the land use designation of the land shaded blue on Schedule 'L', which forms part of this Bylaw, from Mixed Use Apex Alpine Site Specific (RMUs) to Low Density Residential Duplex Apex (RD2).
- xvi) changing the land use designation of the land shown shaded yellow on Schedule 'L', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Low Density Residential Duplex Apex (RD2).
- xvii) changing the land use designation of the land shown shaded yellow on Schedule 'M', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Medium Density Residential Apex (RM2).
- xviii) changing the land use designation of the land shown shaded yellow on Schedule 'N', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Medium Density Residential Apex (RM2).

- xix) changing the land use designation of the land shown shaded blue on Schedule 'N', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Low Density Residential Duplex Apex (RD2).
- xx) changing the land use designation of the land shown shaded purple on Schedule 'N', which forms part of this Bylaw, from Mixed Use Apex Alpine Site Specific (RMUs) to Low Density Residential Duplex Apex (RD2).
- xxi) changing the land use designation of the land shown shaded yellow on Schedule 'O', which forms part of this Bylaw, from Mixed Use Apex Alpine (RMU) to Medium Density Residential Apex (RM2).
- xxii) changing the land use designation of the land shown shaded yellow on Schedule 'P', which forms part of this Bylaw, from Residential Apex Alpine Site Specific (RS4s) to Low Density Residential Duplex Apex (RD2).
- xxiii) changing the land use designation of the land shown shaded blue on Schedule 'P', which forms part of this Bylaw, from Residential Multiple Family Site Specific (RM3s) to Low Density Residential Duplex Apex Site Specific (RD2s).

READ A FIRST AND SECOND TIME this ____ day of _____, 2020.

PUBLIC HEARING held on this ____ day of _____, 2020.

READ A THIRD TIME this ____ day of _____, 2020.

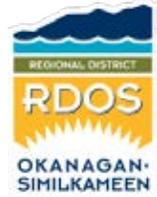
ADOPTED this ____ day of _____, 2020.

Board Chair

Chief Administrative Officer

Regional District of Okanagan-Similkameen

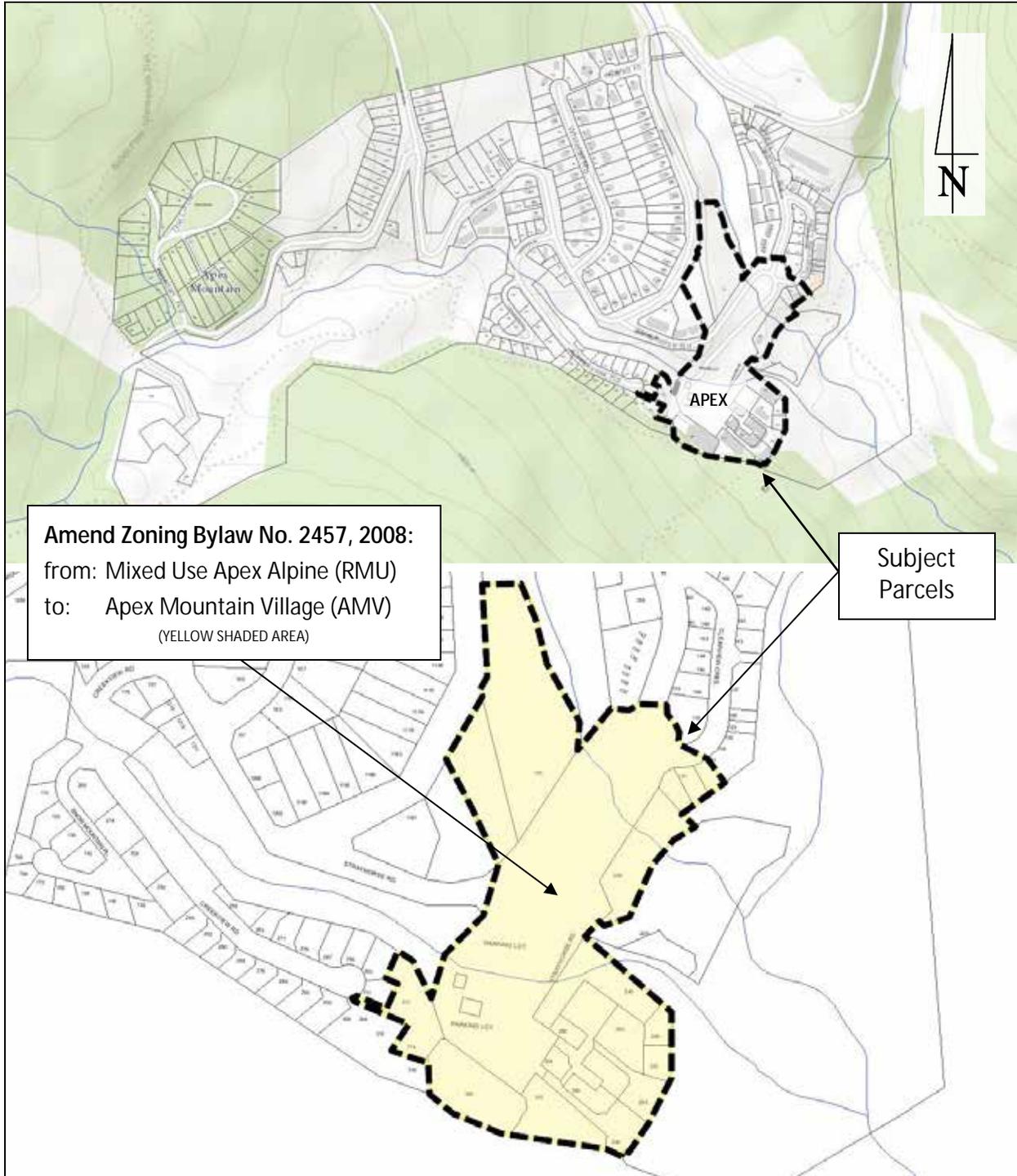
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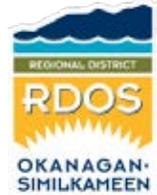
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Schedule 'A'



Regional District of Okanagan-Similkameen

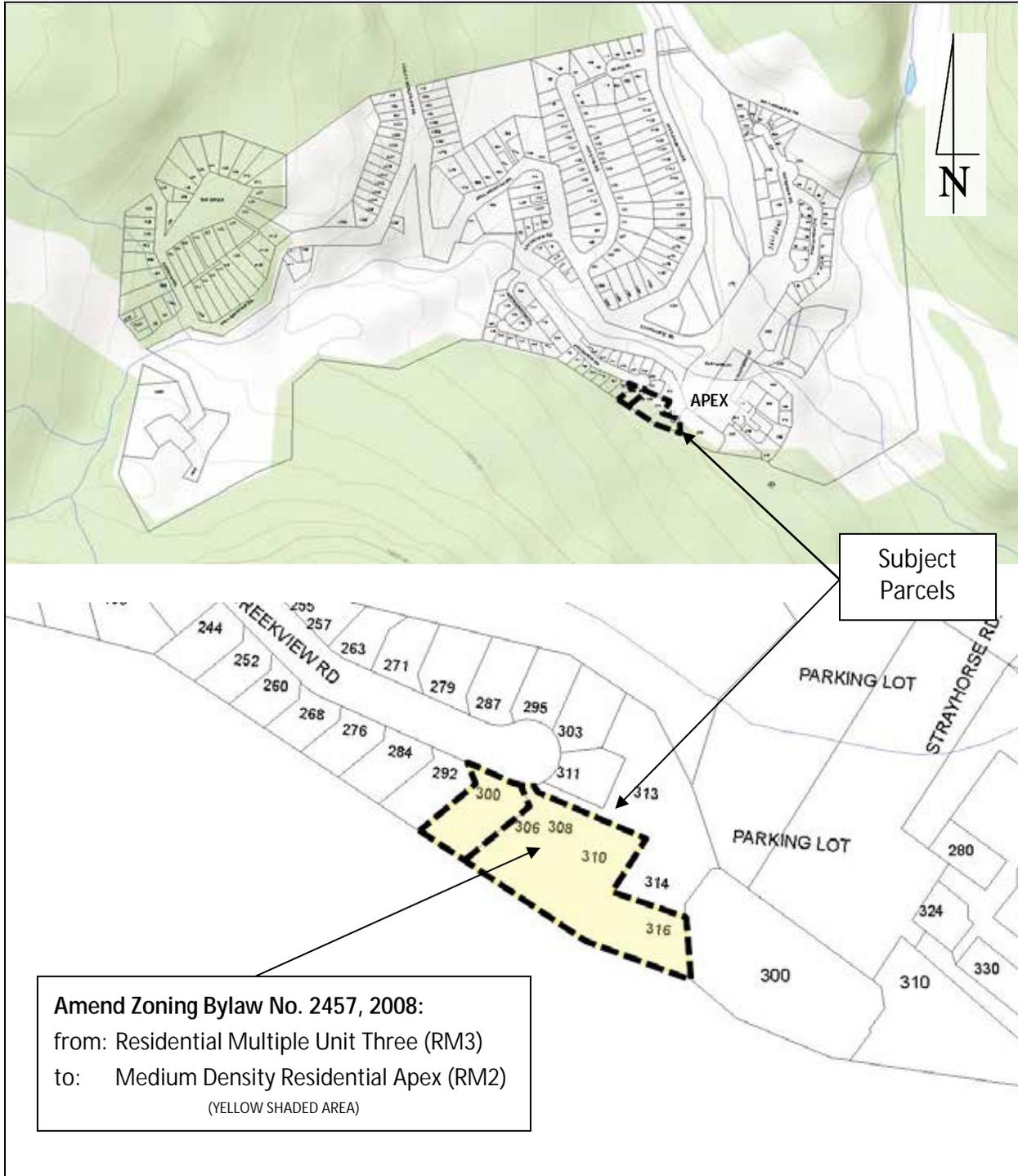
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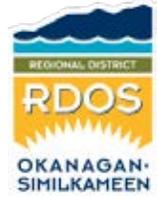
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Schedule 'B'



Regional District of Okanagan-Similkameen

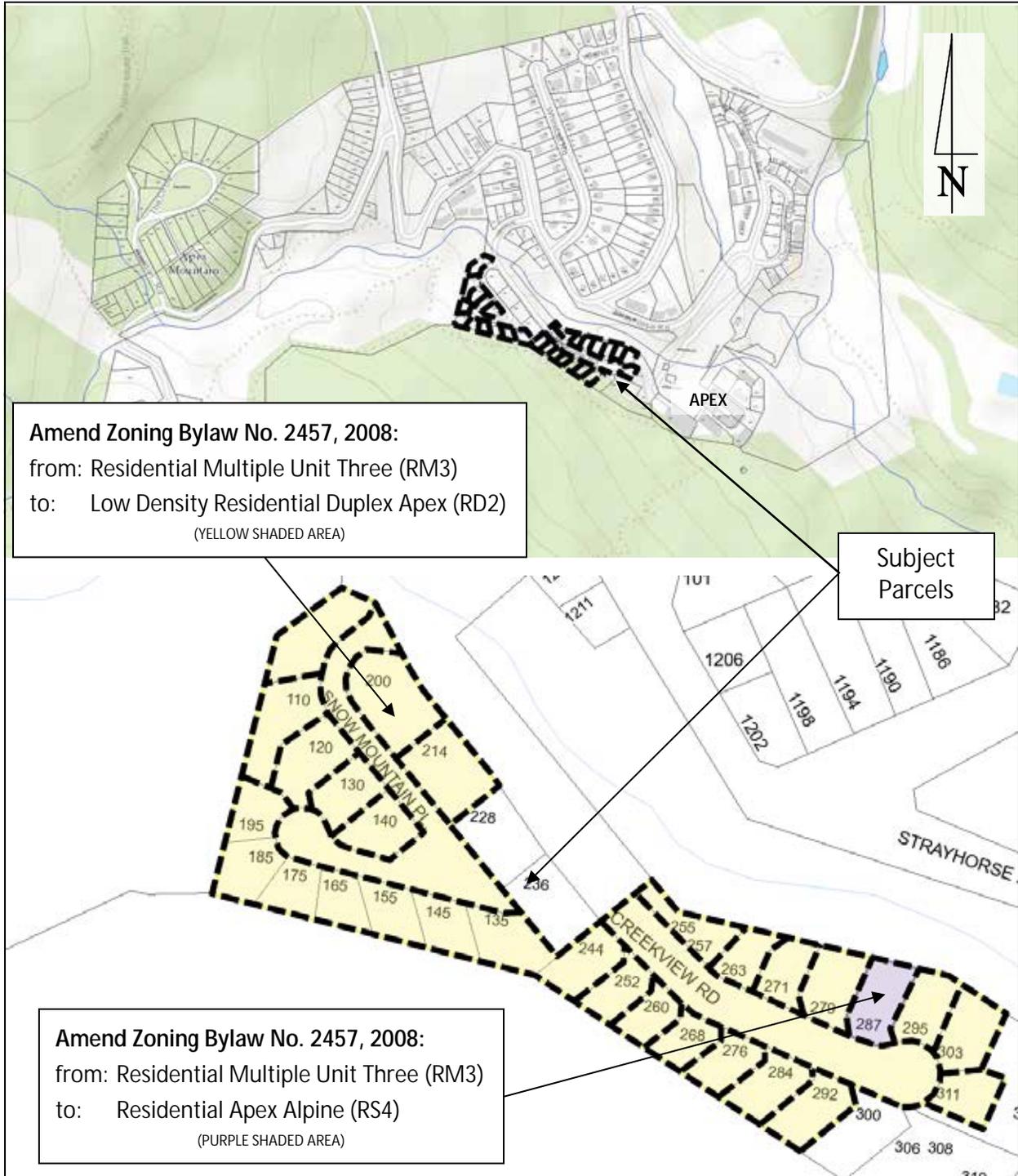
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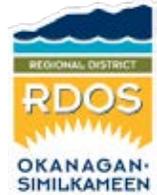
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Schedule 'C'



Regional District of Okanagan-Similkameen

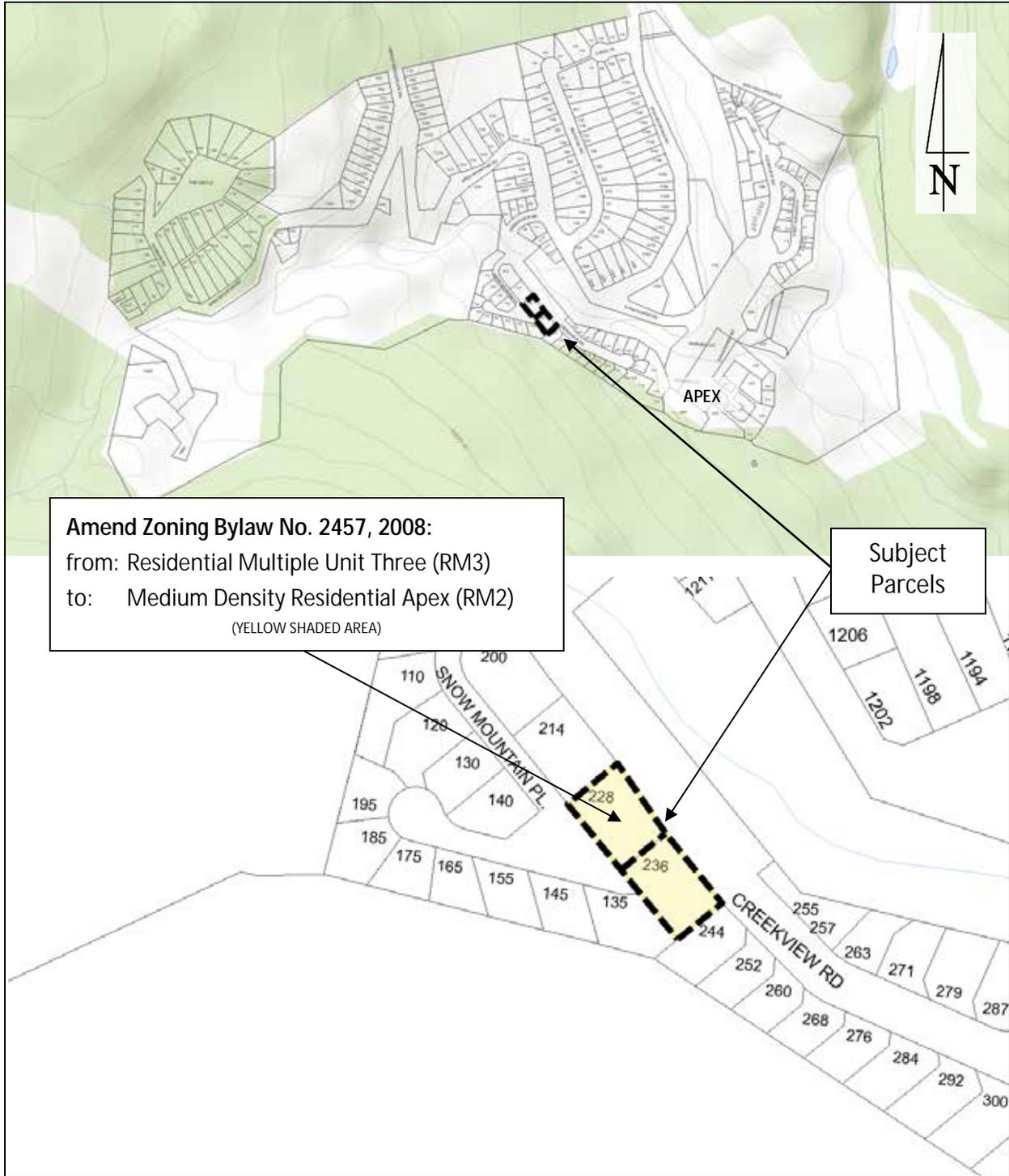
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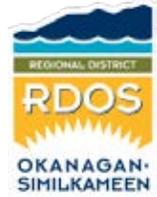
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Schedule 'D'



Regional District of Okanagan-Similkameen

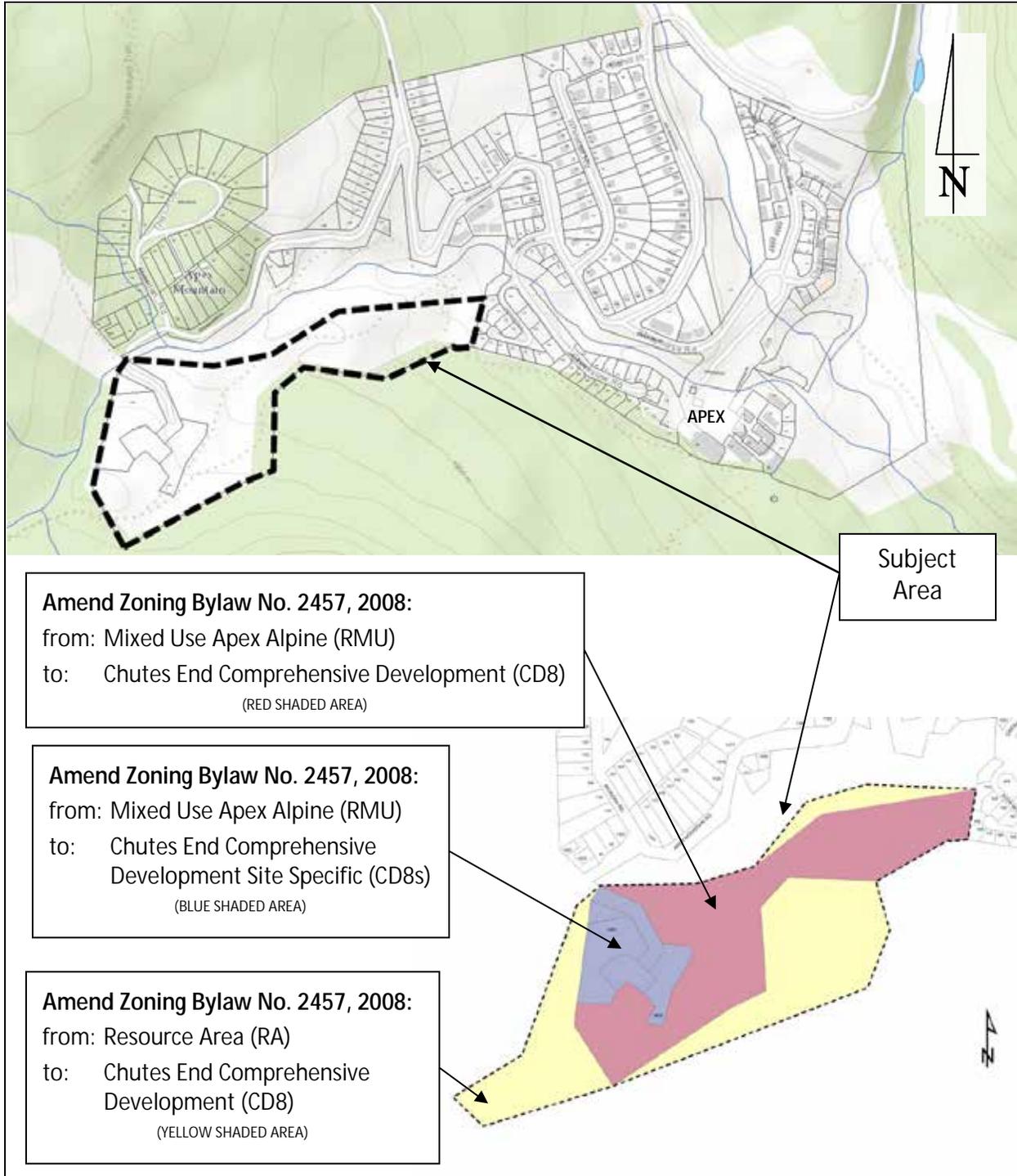
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Schedule 'E'



Regional District of Okanagan-Similkameen

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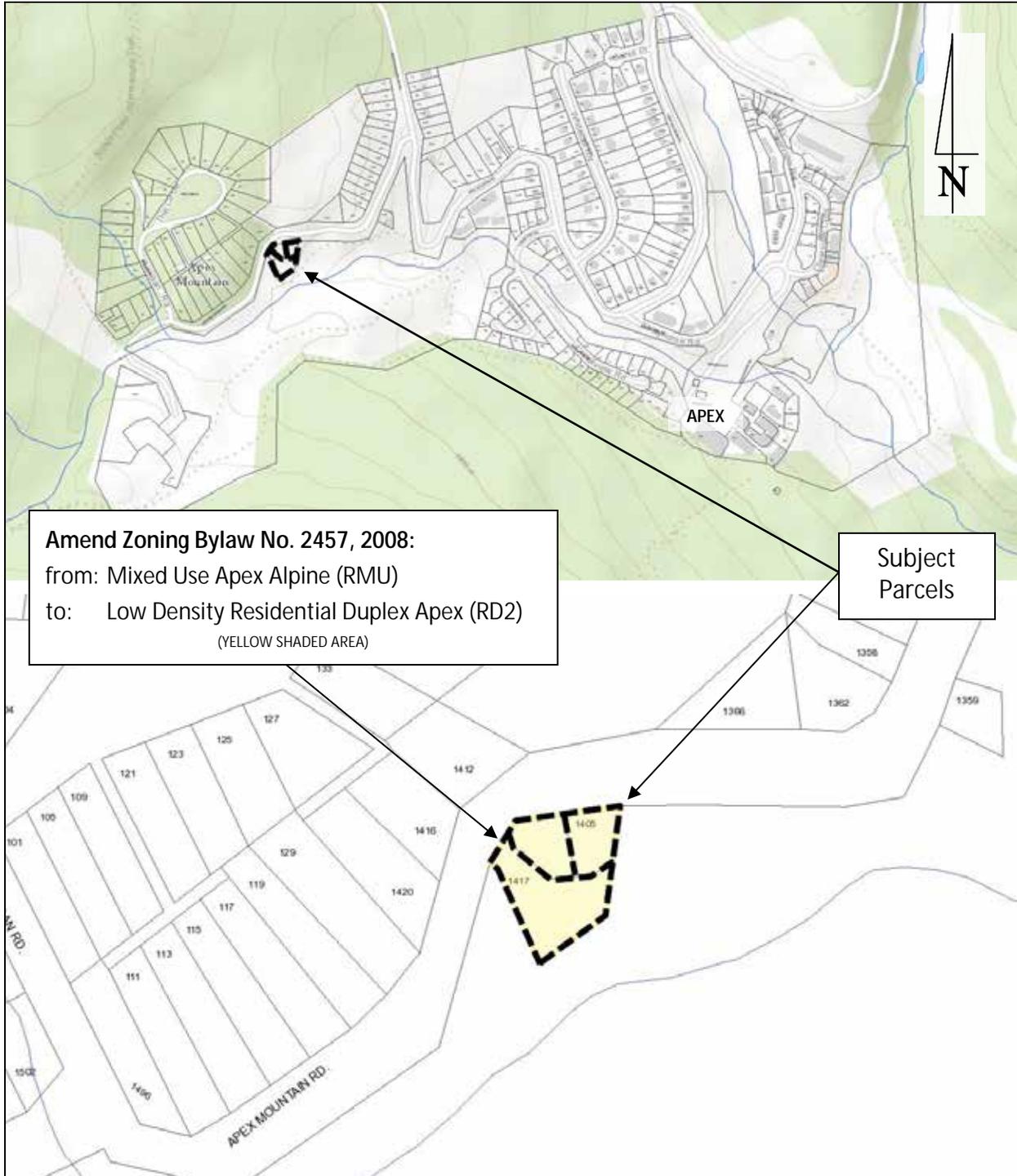
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Schedule 'F'



Regional District of Okanagan-Similkameen

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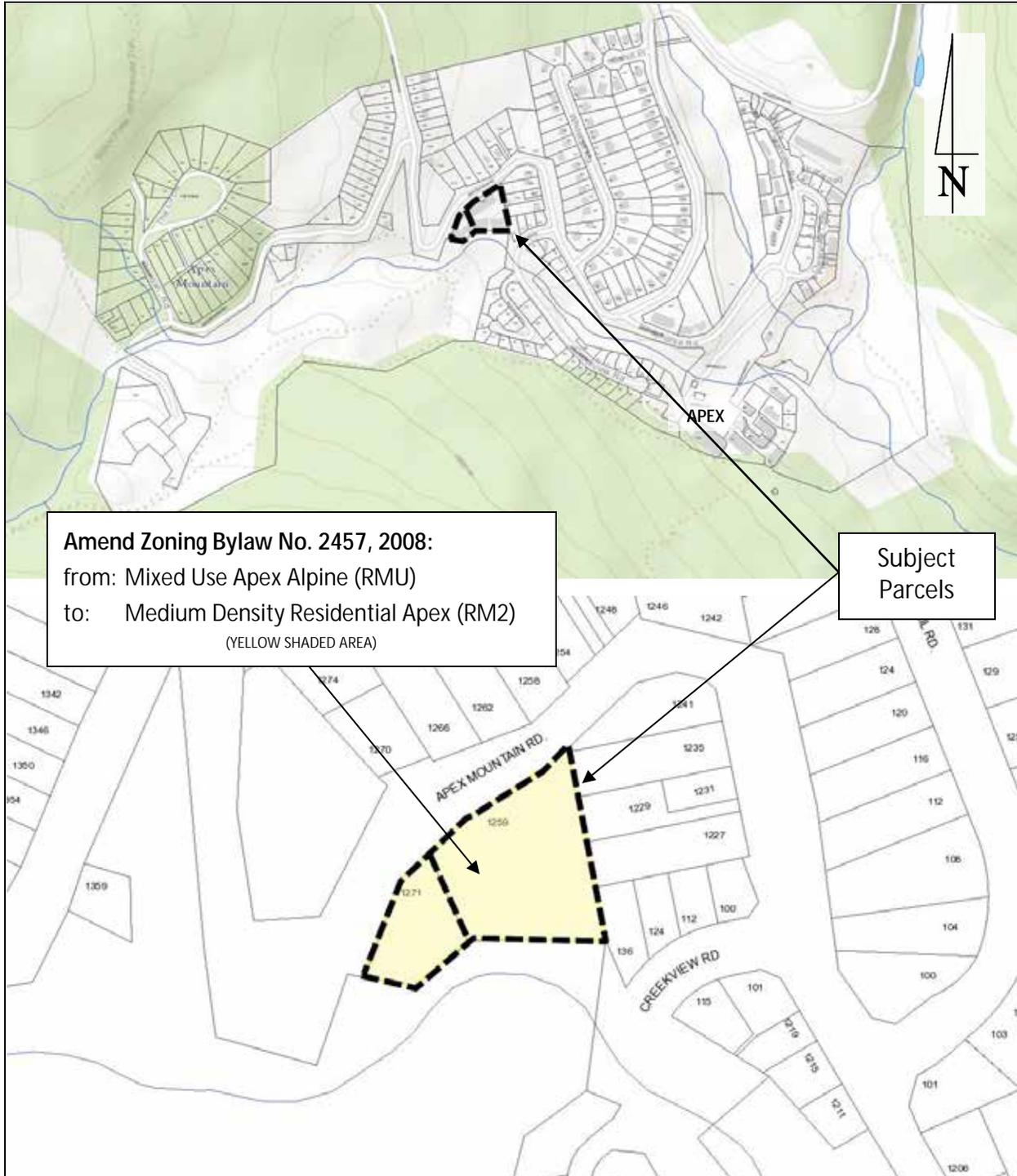
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Schedule 'G'



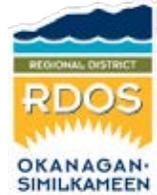
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Page 24 of 33

Regional District of Okanagan-Similkameen

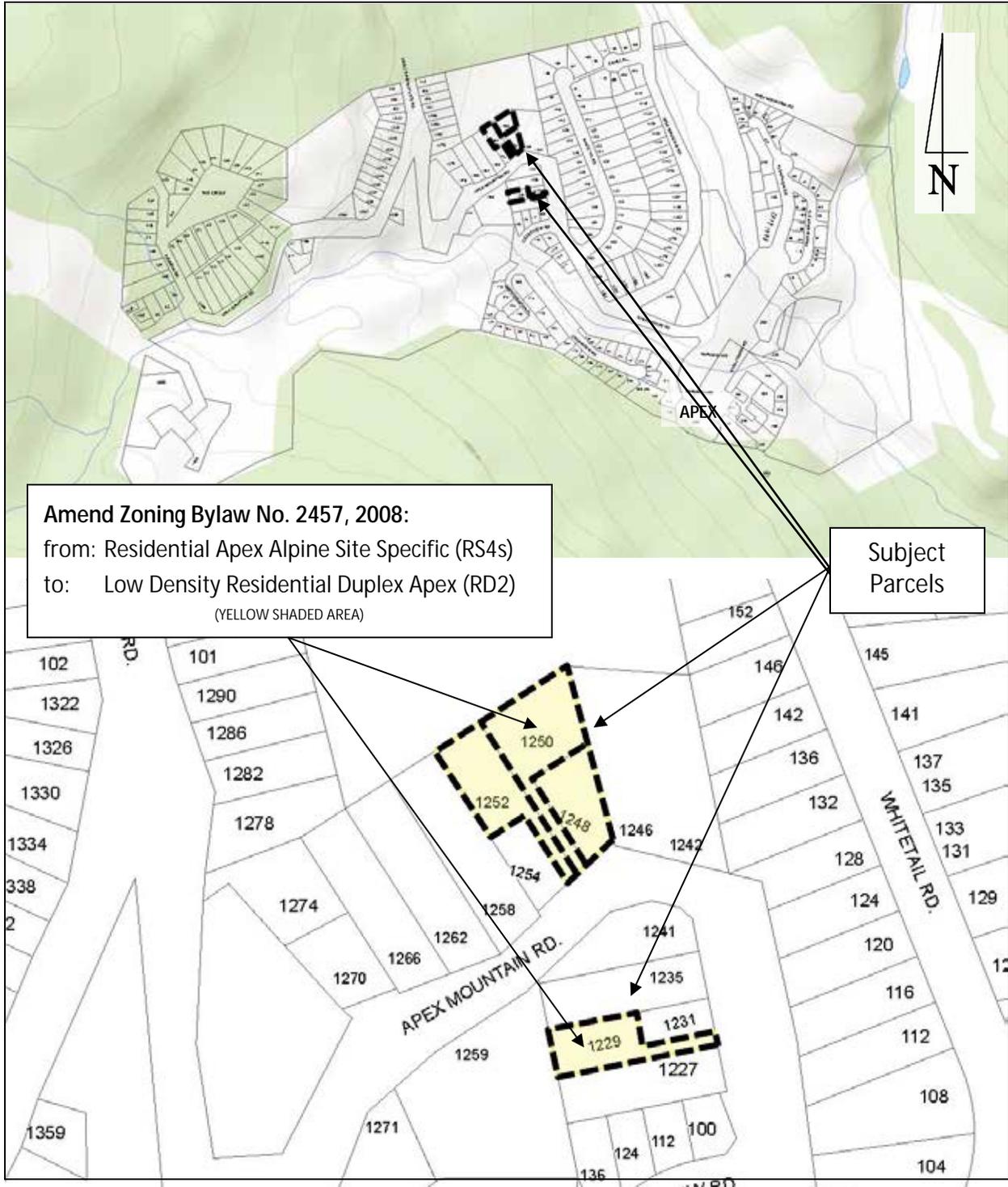
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Amendment Bylaw No. 2457.26, 2019

Project No: D2018.059-ZONE

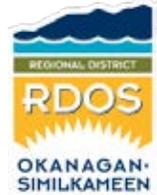
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Regional District of Okanagan-Similkameen

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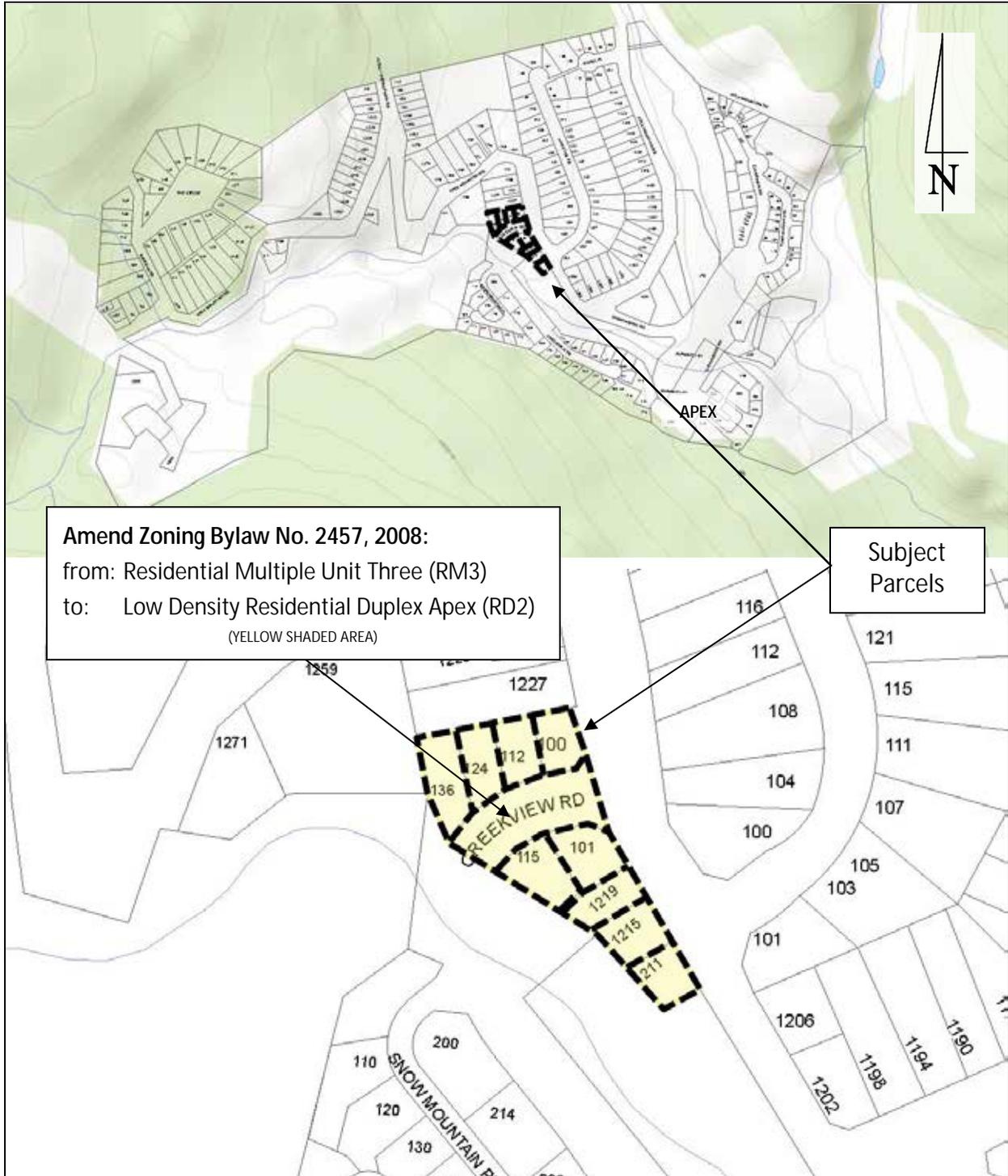
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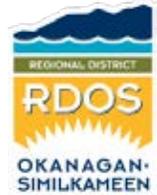
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Schedule 'I'



Regional District of Okanagan-Similkameen

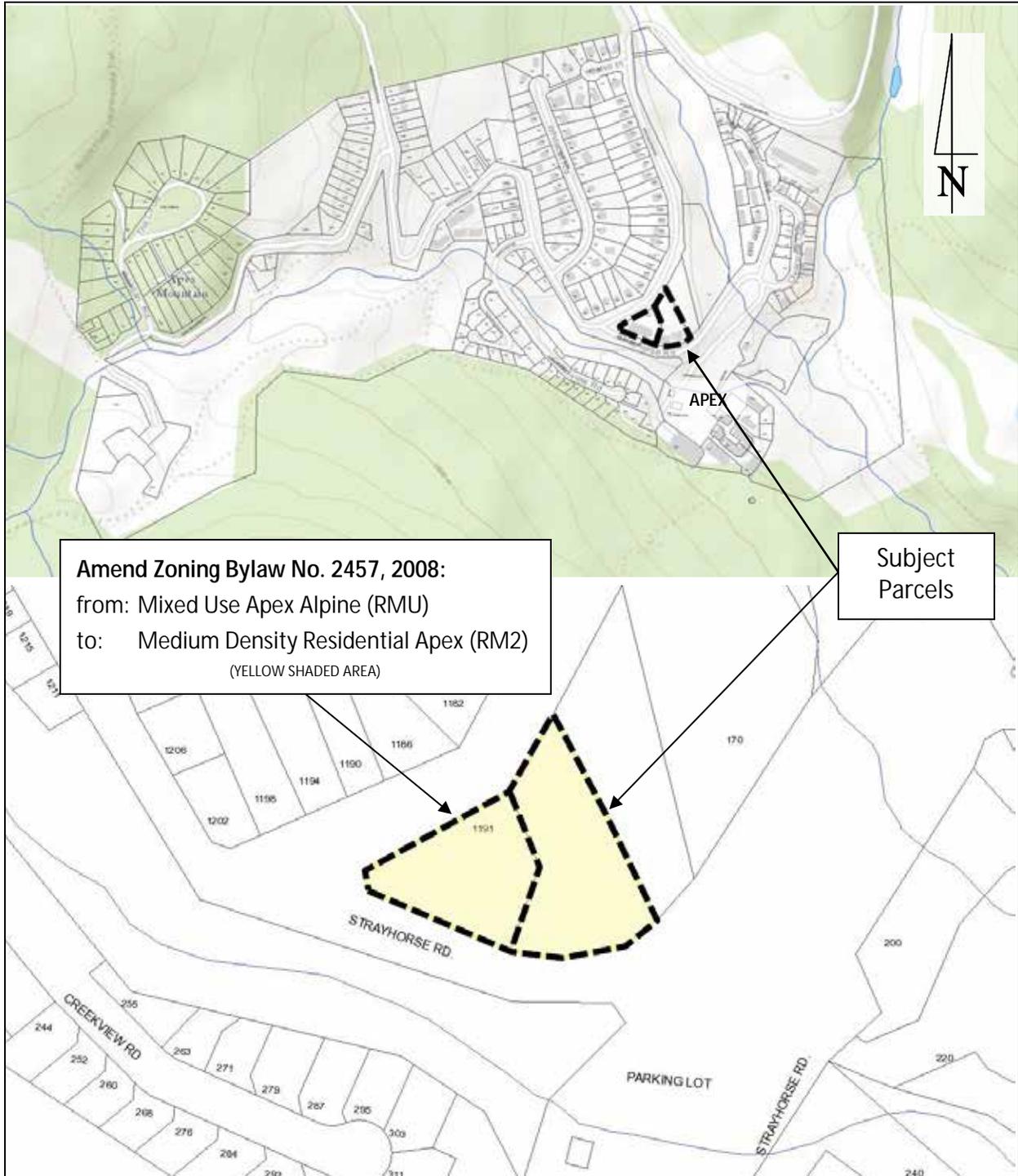
101 Martin St, Penticton, BC, V2A-5J9
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2457.26, 2019

Project No: D2018.059-ZONE

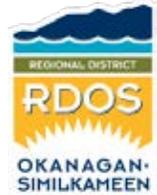
Schedule 'J'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

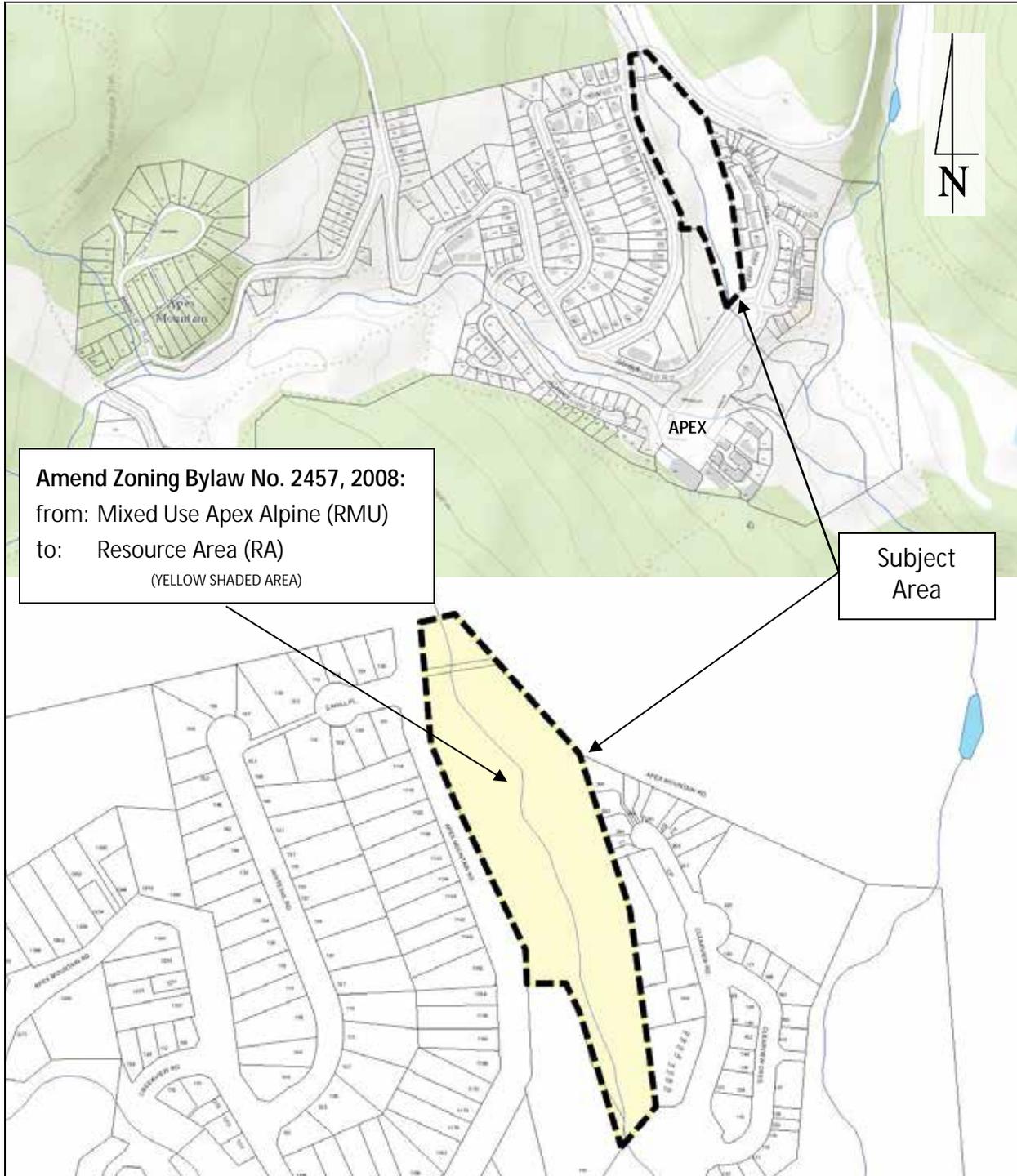
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2457.26, 2019

Project No: D2018.059-ZONE

Schedule 'K'



Amend Zoning Bylaw No. 2457, 2008:
from: Mixed Use Apex Alpine (RMU)
to: Resource Area (RA)
(YELLOW SHADED AREA)

Subject
Area

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

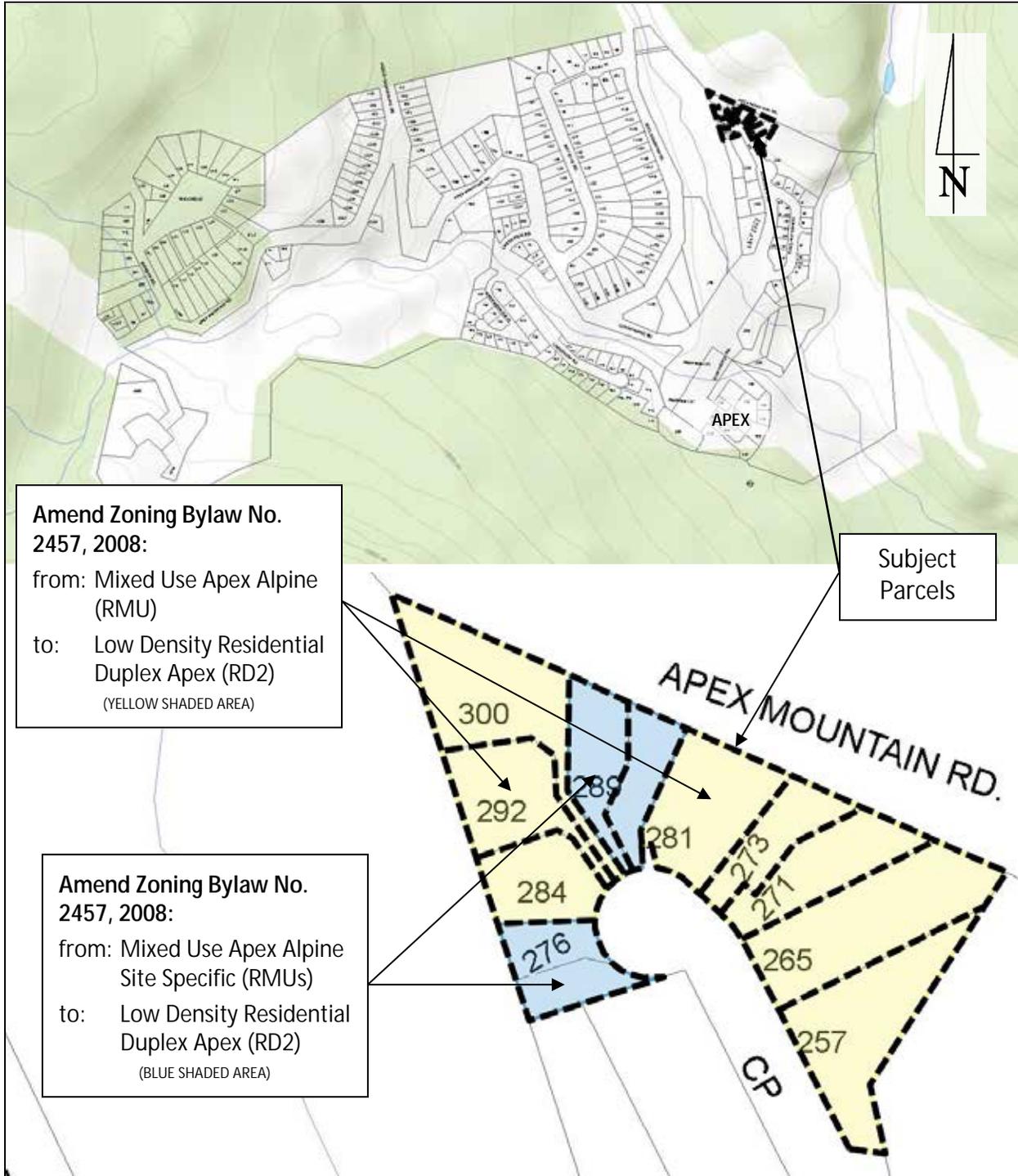
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2457.26, 2019

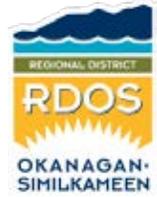
Project No: D2018.059-ZONE

Schedule 'L'



Regional District of Okanagan-Similkameen

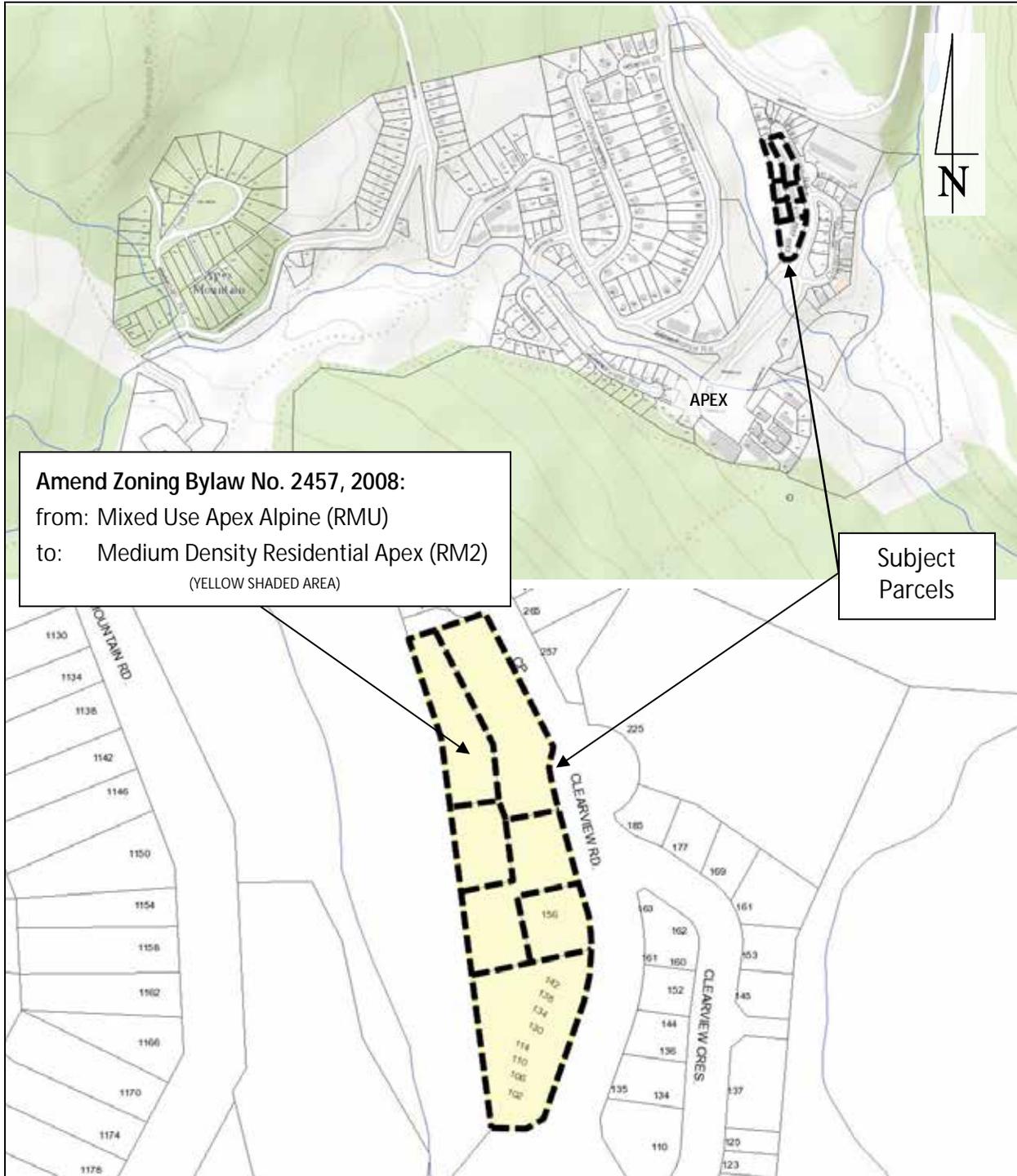
101 Martin St, Penticton, BC, V2A-5J9
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2457.26, 2019

Project No: D2018.059-ZONE

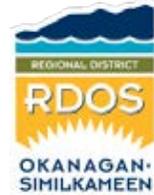
Schedule 'M'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

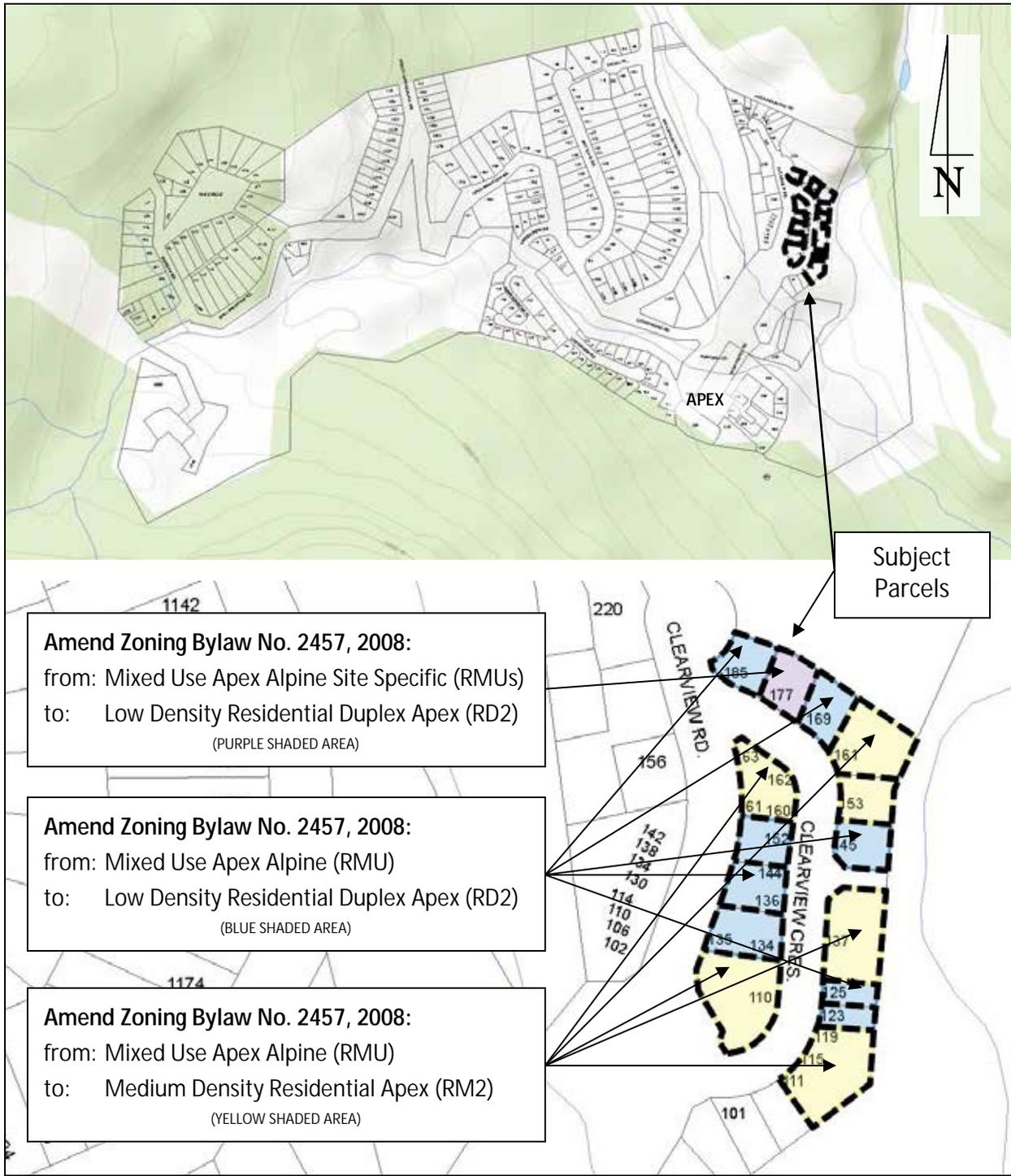
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2457.26, 2019

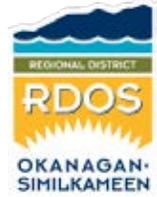
Project No: D2018.059-ZONE

Schedule 'N'



Regional District of Okanagan-Similkameen

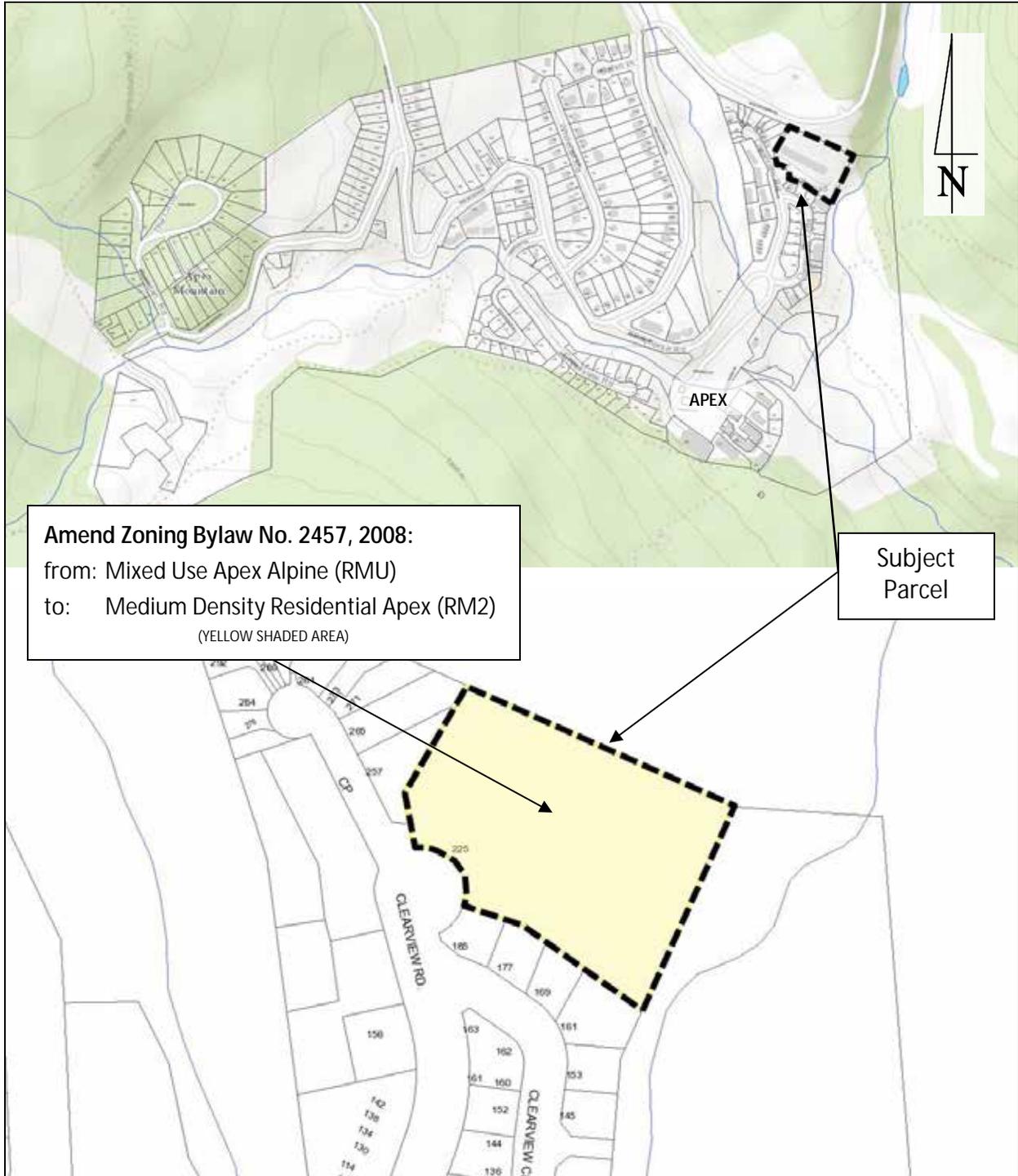
101 Martin St, Penticton, BC, V2A-5J9
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2457.26, 2019

Project No: D2018.059-ZONE

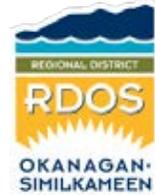
Schedule 'O'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

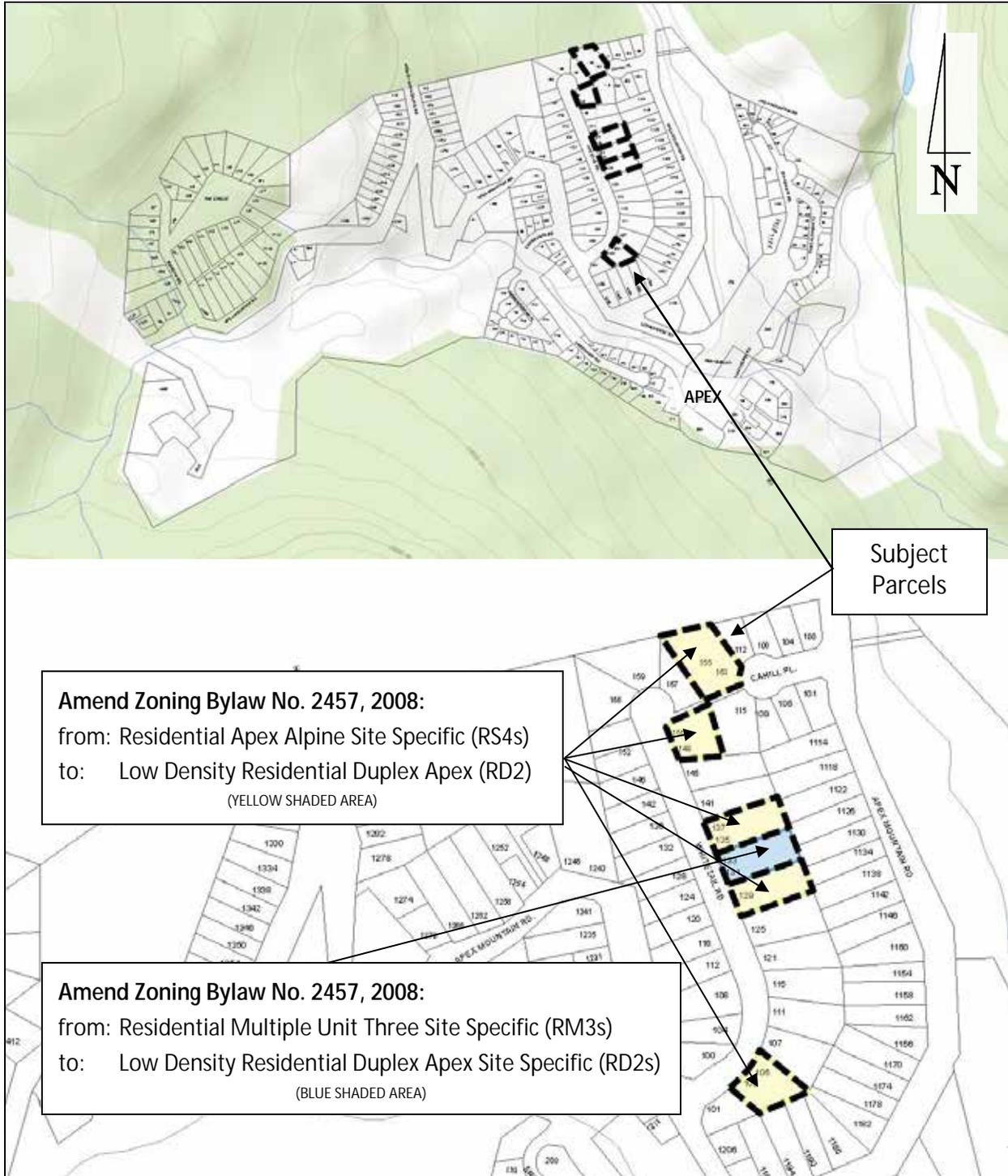
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2788, 2019

Project No: X2017.106-ZONE

Schedule 'P'



Thank you for the opportunity to review the proposed amendments to the OCP and zoning bylaws. Mountain Resorts Branch's (MRB's) review is in the context of Provincial approvals and authorizations on Crown land at Apex, given that:

- The Province has a significant interest in the long term success of the resort, ensuring highest and best use of Crown land, balanced resort capacity and controlled, phased development in return for the investment in Crown land recreational infrastructure.
- The Province also has a significant interest in and remains committed to enabling growth and development of the resort in the future as per the Master Plan and the contractual obligations set out within the signed Master Development Agreement (MDA) between BC and Apex.

Some of the subject parcels being considered for zoning and bylaw amendments at Apex contain Crown land, and MRB would like the RDOS to consider that these parcels are located entirely within the Controlled Recreation Area and under the MDA for the resort. MRB encourages the RDOS to work with Apex to make sure that the proposed bylaw and zoning changes will not conflict with existing and future resort development interests. The subject parcels containing Crown land are shown on the following RDOS amendment schedules:

- Zoning Amendment Bylaw No. 2457.26, 2019
 - Schedule 'A'
 - Schedule 'E'
 - Schedule 'K'
- OCP Amendment Bylaw No. 2683.03, 2019
 - Schedule 'A'
 - Schedule 'C'

MRB will defer to the RDOS on the decision to make bylaw amendments to those surveyed lots at Apex that are privately owned. MRB's interests are unaffected by the amendment bylaw pertaining to the Twin Lakes area.

It has been noted that Schedule 'J' of the OCP amendment bylaw proposes to change three subject parcels from Medium Density Residential (MR) to Mixed Use Apex Alpine (RMU), which is contrary to the objective of deleting/replacing the RMU land use designation. This appears to be an error, given that the same three parcels are shown on Schedule 'A' as belonging to the Apex Village Centre (AVC) designation.

Signature: Amber McAfee

Signed By: Amber McAfee

Agency: Mountain Resorts Branch

Title: Licensed Land Officer

Date: January 30, 2020



Interior Health
Every person matters

January 8, 2020

Christopher Garrish
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9
<mailto:planning@rdos.bc.ca>

Dear Christopher Garrish:

**RE: File #: D2018.059-ZONE
Our interests are unaffected**

The IH Healthy Built Environment (HBE) Team has received the above captioned referral from your agency. Typically we provide comments regarding potential health impacts of a proposal. More information about our program can be found at [Healthy Built Environment](#).

An initial review has been completed and no health impacts associated with this proposal have been identified. As such, our interests are unaffected by this proposal.

However, should you have further concerns, please return the referral to hbe@interiorhealth.ca with a note explaining your new request, or you are welcome to contact me directly at 1-855-744-6328 then choose HBE option.

Sincerely,

Mike Adams, CPHI(C)
Team Leader, Healthy Communities
Interior Health Authority

Christopher Garrish

From: Kerry Pateman
Sent: February 18, 2020 1:29 PM
To: Christopher Garrish
Cc: Ward Pateman; johnpateman@wicltd.com
Subject: Apex Mountain zoning

Hi Christopher,

We have just become aware of the proposed zoning plan for Apex Mountain Resort. I am not sure what the best way is, to have our comments heard - and hope this email will work. If not please advise. We just stopped in today and the planner mentioned that we should contact you with comments.

I am acting for Mountain Landco Ltd who own property at the corner of Snow Mountain Place and Creekview Road - addresses are 200 and 214 Creekview. In reviewing the proposed zoning map, it shows these lots as RM2 and we would like it to be zoned as the proposed RD2. This would be similar to the lots currently on Snow Mountain Place.

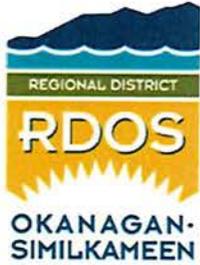
There has been no interest in developing multiple family residential on these two lots and we would like to subdivide for single family or duplex residential.

We had dropped in today to see about a rezoning to permit duplexes instead of multiple family. Please let me know what the process is to get this considered.

Thanks so much,

Kerry

Kerry Pateman, MCIP, Registered Professional Planner



Feedback Form

Regional District of Okanagan Similkameen

101 Martin Street, Penticton, BC, V2A-5J9

Tel: 250-492-0237 / Email: planning@rdos.bc.ca

TO: Regional District of Okanagan Similkameen

FILE NO.: D2018.059-ZONE

FROM: Name: Norm Davies
(please print)

Street Address: _____

RE: **Apex Zone Review**
Electoral Area "1" Official Community Plan Amendment Bylaw No. 2683.03
Electoral Area "1" Zoning Amendment Bylaw No. 2457.26

My comments / concerns are:

- I do support the proposed amendments to the Electoral Area "1" OCP & Zoning Bylaws.
- I do support the proposed amendments to the Electoral Area "1" OCP & Zoning Bylaws, subject to the comments listed below.
- I do not support the proposed amendments to the Electoral Area "1" OCP & Zoning Bylaws.

Written submissions received from this information meeting will be considered by the Regional District Board prior to 1st reading of Amendment Bylaw No. 2683.03 & 2457.26.

Feedback Forms must be completed and returned to the Regional District
no later than **February 14, 2020**

Protecting your personal information is an obligation the Regional District of Okanagan-Similkameen takes seriously. Our practices have been designed to ensure compliance with the privacy provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("FIPPA"). Any personal or proprietary information you provide to us is collected, used and disclosed in accordance with FIPPA. Should you have any questions about the collection, use or disclosure of this information please contact: Manager of Legislative Services, RDOS, 101 Martin Street, Penticton, BC V2A 5J9, 250-492-0237.



Penticton Indian Band
Natural Resources Department
841 Westhills Drive | Penticton, B.C.
V2A 0E8
Referrals@pib.ca | www.pib.ca
Telephone: 250-492-0411
Fax: 250-493-2882

Project Name:

Apex Bylaw Referral

FN Consultation ID:

L-200106-D2018059-ZONE

Consulting Org Contact:

Planning RDOS

Consulting Organization:

[Regional District of Okanagan-Similkameen](#)

Date Received:

Wednesday, January 8, 2020

WITHOUT PREJUDICE AND NOT TO BE CONSTRUED AS CONSULTATION

January 8, 2020

Applicant: Apex

Attention: Planning RDOS

File Number: D2018.059-ZONE

We are in receipt of the above referral. This proposed activity is within the PIB Area of Interest within the Okanagan Nation's Territory, and the lands and resources are subject to our unextinguished Aboriginal Title and Rights.

The Supreme Court of Canada in the Tsilhqot'in case has confirmed that the province and Canada have been applying an incorrect and impoverished view of Aboriginal Title, and that Aboriginal Title includes the exclusive right of Indigenous People to manage the land and resources as well as the right to benefit economically from the land and resources. The Court therefore concluded that when the Crown allocates resources on Aboriginal title lands without the Indigenous peoples' consent, it commits a serious infringement of constitutionally protected rights that will be difficult to justify.

PIB has specific referral processing requirements for both government and proponents which are integral to the exercise of our management right and to ensuring that the Crown can meet its duty to consult and accommodate our rights, including our Aboriginal title and management rights. According to this process, proponents are required to pay a \$500 processing fee for each referral. This fee must be paid within 30 days. Proper consultation and consideration of potential impacts cannot occur without the appropriate resources therefore it is only with payment that proper consultation can begin and the proposed activity/development can be reviewed.

Upon receipt of the processing fee, we will commence our review. You may then expect to receive a letter from us notifying you of the results of our review of potential impacts of the project within 30 to 90 days.

If the proposed activity requires a more in-depth review, PIB will notify the proponent and all parties will negotiate a memorandum of agreement regarding a process for review of the proposed activity.

Please note that our participation in the referral and consultation process does not define or amend PIB's Aboriginal Rights and Title, or limit any priorities afforded to Aboriginal Rights and Title, nor does it limit the positions that we may take in

future negotiations or court actions.

If you require further information or clarification, please do not hesitate to contact me.

limlæmt,

Maryssa Bonneau
Referrals Administrator

P: 250-492-0411

Referrals@pib.ca



Penticton Indian Band
Natural Resources Department
841 Westhills Drive | Penticton, B.C.
V2A 0E8
Referrals@pib.ca | www.pib.ca
Telephone: 250-492-0411
Fax: 250-493-2882

Project Name:

Apex Bylaw Referral

FN Consultation ID:

L-200106-D2018059-ZONE

Consulting Org Contact:

Planning RDOS

Consulting Organization:

[Regional District of Okanagan-Similkameen](#)

Date Received:

Wednesday, January 8, 2020

WITHOUT PREJUDICE AND NOT TO BE CONSTRUED AS CONSULTATION

January 8, 2020

Applicant: Apex

Attention: Planning RDOS

File number: D2018.059-ZONE

RE: 40 (forty) day extension

Thank you for the above application that was sent on January 6, 2020.

This letter is to inform you that due to current levels of internal capacity, we are unable to review your referral in your proposed timeline. With additional time, the Penticton Indian Band will be able to ensure that an informed review process will occur. We are setting the new timeline to be 40 days from the existing timeline.

Most recently, the Supreme Court of Canada in the Tsilquot'in case confirmed that the province has been applying an incorrect and restrictive test to the determination of Aboriginal Title, and that Aboriginal Title includes the exclusive right of a First Nation to decide how that land is used and the right to benefit economically from those uses.

Please note that not receiving a response regarding a referral from Penticton Indian Band in the pre-application, current or post-application stage does not imply our support for the project.

I appreciate your co-operation.

liml̓əmt,

Maryssa Bonneau
Referrals Administrator
P: 250-492-0411
Referrals@pib.ca



Feedback Form

Regional District of Okanagan Similkameen

101 Martin Street, Penticton, BC, V2A-5J9

Tel: 250-492-0237 / Email: planning@rdos.bc.ca

TO: Regional District of Okanagan Similkameen

FILE NO.: D2018.059-ZONE

FROM: Name:

ROBERT ROSS

Street Address:

RE:

Apex Zone Review

Electoral Area "I" Official Community Plan Amendment Bylaw No. 2683.03

Electoral Area "I" Zoning Amendment Bylaw No. 2457.26

My comments / concerns are:

- I do support the proposed amendments to the Electoral Area "I" OCP & Zoning Bylaws.
- I do support the proposed amendments to the Electoral Area "I" OCP & Zoning Bylaws, subject to the comments listed below.
- I do not support the proposed amendments to the Electoral Area "I" OCP & Zoning Bylaws.

Written submissions received from this information meeting will be considered by the Regional District Board prior to 1st reading of Amendment Bylaw No. 2683.03 & 2457.26.

Feedback Forms must be completed and returned to the Regional District
no later than **February 14, 2020**

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RESPONSE SUMMARY

AMENDMENT BYLAW NO. 2683.03 & 2457.26

- Approval Recommended for Reasons Outlined Below
- Approval Recommended Subject to Conditions Below
- Interests Unaffected by Bylaw
- Approval Not Recommended Due to Reasons Outlined Below

Communication with Residents by R.DOS - to give clarity to purpose of Bylaws.

RECEIVED
Regional District

JAN 30 2020

101 Martin Street
Penticton BC V2A 5J9

Signature: _____



Agency: _____

A.P.O.A.

Date: _____

JAN 18 / 2020

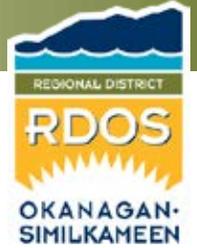
Signed By: _____

ARNIE ERICKSON
President

Title: _____

President

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: March 5, 2020

RE: Zoning Bylaw Amendment – Duplex Zone Review (Residential Zone Update – Phase 2)
Electoral Areas “A”, “C”, “D” & “E”

Administrative Recommendation:

THAT Bylaw No. 2886, 2020, Regional District of Okanagan-Similkameen Duplex Zone Update Amendment Bylaw be read a first and second time and proceed to public hearing;

AND THAT the holding of a public hearing be scheduled for the Regional District Board meeting of April 2, 2020;

AND THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.

Proposal:

It is being proposed that the Regional District Board initiate an amendment to the Electoral Area “A”, “C”, “D” & “E” Zoning Bylaws in order to update the duplex zone as part of on-going work related to the preparation of a single zoning bylaw for the South Okanagan Valley Electoral Areas.

This includes, amongst other things, renaming the zone title to “Low Density Residential Duplex (RD1)”, revising permitted accessory uses, minimum parcel sizes for subdivision and minimum setbacks from parcel lines. For reference purposes, a comparison table of the current zoning regulations by Electoral Area versus the proposed zoning regulations is presented at Attachment No. 1.

Background:

At its meeting of October 16, 2008, the Board considered an Administrative Report proposing the creation of a single Electoral Area Zoning Bylaw and directed staff to investigate the preparation of such a bylaw.

Since that time, Administration has balanced work on a consolidated Okanagan Valley zoning bylaw with competing demands related to current planning (i.e. rezoning and permit applications) and other long-range planning projects (i.e. RGS, OCP & Area Plan reviews).

In support of this project, the Regional District’s recent Business Plan’s have included the development of “a consolidated Okanagan Valley Zoning Bylaw” and ensuring “all existing bylaws and policies are kept in a current and useful form ...” as on-going projects.

In anticipation of bringing forward a draft zoning bylaw for consideration to the Board, Administration will be presenting the final series of draft amendments (by zone category) over the coming months intended to update the Residential zones and facilitate their eventual consolidation in a new bylaw.

At its meeting of April 19, 2018, the Planning and Development (P&D) Committee of the Board considered an Administrative report the provided a broad outline of the Residential Zone Update.

Referrals:

Approval from the Ministry of Transportation and Infrastructure (MoTI) is required prior to adoption as the proposed zoning amendments involve lands within 800 metres of a controlled access highway (i.e. Highway 97).

Public Process:

On January 16, 2020, the Regional District sent letters to all owners of land currently zoned RS3 (approximately 76 different parcels, including strata parcels) advising of the proposed changes contained within Bylaw No. 2886, and offering to meet to discuss any questions or comments they may have had. In response, approximately two (2) property owners contacted the Regional District.

The bylaw was also notified on the Regional District's web-site, social media accounts and by inclusion in the "bi-weekly" advertisement in local newspapers.

All comments received to date in relation to this application are included as a separate item on the Board Agenda.

Analysis:

The amendments contained within Bylaw No. 2886 will bring consistency to the duplex zones in Electoral Areas "A", "C", "D" & "E" and, as presented at Attachment No. 1, the principal changes being made are to minimum parcel sizes for subdivision (i.e. they are being reduced to 550 m² for a parent parcel and 225 m² for "child" strata parcels comprising individual duplex units).

Other changes include revised minimum parcel widths for subdivision, minimum parcel line setbacks (primarily in Electoral Area "E") and revised permitted accessory uses.

With regard to the proposed mapping change in Electoral Area "C" (i.e. Crest-A-Way Road and McGowan Road), this is being proposed to ensure compliance with the requirements of the OBWB's "1.0 ha Policy". Namely, no more than one dwelling unit be permitted on parcels less than 1.0 ha in area that are not connected to a community sewer system.

Administration notes that all of the parcels on Crest-A-Way Road and McGowan Road are less than 1.0 ha in area, are serviced by septic systems and have previously been developed with single detached dwellings.

The proposed transition of these parcels to the RS1 Zone will, however, allow for the development of secondary suites within the existing single detached dwellings, which is consistent with the OBWB's "1.0 ha Policy" (i.e. suites are permitted on parcels less than 1.0 ha provided they are connected to the same septic system as the principal dwelling unit).

In the other Electoral Areas where duplex zoning exists, parcels have either been developed to duplexes or, in the case of Okanagan Falls, are serviced by a community sewer system. In which case, these parcels are considered to be "grandfathered" or consistent with the OBWB's "1.0 ha Policy" (irrespective of whether they have previously been developed to a duplex or a single detached dwelling).

Alternatives:

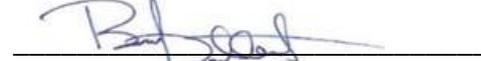
1. THAT Bylaw No. 2886, 2020, Regional District of Okanagan-Similkameen Duplex Zone Update Amendment Bylaw be read a first and second time and proceed to public hearing;
AND THAT the holding of the public hearing be delegated to Chair Kozakevich, or their delegate;
AND THAT staff schedule the date, time, and place of the public hearing in consultation with Chair Kozakevich;
AND THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.
2. THAT Bylaw No. 2886, 2020, Regional District of Okanagan-Similkameen Duplex Zone Update Amendment Bylaw be deferred; or
3. THAT Bylaw No. 2886, 2020, Regional District of Okanagan-Similkameen Duplex Zone Update Amendment Bylaw be denied.

Respectfully submitted:



C. Garrish, Planning Manager

Endorsed By:



B. Dollevoet, G.M. of Dev. Services

Attachments: No. 1 – Comparison Table: Current RS3 vs. Proposed RD1 Zones

Attachment No. 1 – Comparison Table: Current RS3 vs. Proposed RD1 Zones

ELECTORAL AREA "A" (RS3)	ELECTORAL AREA "C" (RS3)	ELECTORAL AREA "D" (RS3)	ELECTORAL AREA "E" (RS3)	PROPOSED RD1 ZONE
Principal Uses: duplex dwelling single detached dwelling.	Principal Uses: duplex dwellings; single detached dwelling.	Principal Uses: duplex dwellings; single detached dwelling.	Principal Uses: duplex dwellings; single detached dwelling.	Principal Uses: duplex dwellings; single detached dwelling.
Accessory Uses: home occupation; accessory buildings/structures.	Accessory Uses: home occupation; accessory buildings/structures.	Accessory Uses: home occupation; accessory buildings/structures; bed and breakfast operation; secondary suite.	Accessory Uses: home occupation; accessory buildings/structures.	Accessory Uses: home occupation; accessory buildings/structures.
Minimum Parcel Size: 670.0 m ² 350.0 m ² for stratifying a duplex	Minimum Parcel Size: 670.0 m ² 335.0 m ² for stratifying a duplex	Minimum Parcel Size: 667.0 m ² 400.0 m ² for stratifying a duplex	Minimum Parcel Size: 2,020.0 m ² 1,010.0 m ² for stratifying a duplex	Minimum Parcel Size: 550.0 m ² 225.0 m ² for stratifying a duplex
Minimum Parcel Width: 22.0 metres 11.0 metres when stratifying a duplex	Minimum Parcel Width: 22.0 metres 11.0 metres when stratifying a duplex	Minimum Parcel Width: 22.0 metres 11.0 metres when stratifying a duplex	Minimum Parcel Width: Not less than 25% parcel depth	Minimum Parcel Width: Not less than 25% parcel depth
Density: two (2) dwellings in one (1) building	Density: two (2) dwellings in one (1) building	Density: two (2) dwellings in one (1) building one (1) secondary suite	Density: two (2) dwellings in one (1) building	Density: two (2) dwellings in one (1) building
Minimum Setbacks: <u>Principal buildings:</u> Front: 7.5 metres Rear: 7.5 metres Interior side: 1.5 metres Exterior side: 4.5 metres <u>Accessory buildings:</u> Front: 7.5 metres Rear: 1.0 metres Interior side: 1.0 metres Exterior side: 4.5 metres	Minimum Setbacks: <u>Principal buildings:</u> Front: 7.5 metres Rear: 7.5 metres Interior side: 1.5 metres Exterior side: 4.5 metres <u>Accessory buildings:</u> Front: 7.5 metres Rear: 1.0 metres Interior side: 1.0 metres Exterior side: 4.5 metres	Minimum Setbacks: <u>Principal buildings:</u> Front: 7.5 metres Rear: 7.5 metres Interior side: 1.5 metres Exterior side: 4.5 metres <u>Accessory buildings:</u> Front: 7.5 metres Rear: 1.0 metres Interior side: 1.5 metres Exterior side: 4.5 metres	Minimum Setbacks: <u>Principal buildings:</u> Front: 7.5 metres Rear: 7.5 metres Interior side: 3.0 metres Exterior side: 4.5 metres <u>Accessory buildings:</u> Front: 7.5 metres Rear: 3.0 metres Interior side: 3.0 metres Exterior side: 4.5 metres	Minimum Setbacks: <u>Principal buildings:</u> Front: 7.5 metres Rear: 7.5 metres Interior side: 1.5 metres Exterior side: 4.5 metres <u>Accessory buildings:</u> Front: 7.5 metres Rear: 1.0 metres Interior side: 1.0 metres Exterior side: 4.5 metres
Maximum Height: 10.0 metres (principal structures) 4.5 metres (accessory structures)	Maximum Height: 10.0 metres (principal structures) 4.5 metres (accessory structures)	Maximum Height: 10.0 metres (principal structures) 5.5 metres (accessory structures)	Maximum Height: 10.0 metres (principal structures) 4.5 metres (accessory structures)	Maximum Height: 10.0 metres (principal structures) 4.5 metres (accessory structures)
Maximum Parcel Coverage: 45%				
Minimum Building Width: 5.0 metres				

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2886, 2020

A Bylaw to amend the Electoral Area "A", "C", "D" & "E" Zoning Bylaws

The REGIONAL BOARD of the Regional District of Okanagan-Similkameen in open meeting assembled, ENACTS as follows:

1. This Bylaw may be cited for all purposes as the "Regional District of Okanagan-Similkameen Duplex Zone Update Amendment Bylaw No. 2886, 2020."

Electoral Area "A"

2. The "Electoral Area "A" Zoning Bylaw No. 2451, 2008" is amended by:
 - i) replacing the reference to "Residential Two Family (Duplex) Zone RS3" under Section 5.1 (Zoning Districts) in its entirety with "Low Density Residential Duplex Zone RD1".
 - ii) replacing the reference to "RS3" under Table 7.9 (Screening and Landscaping Requirements) under Section 7.0 (General Regulations) with "RD1".
 - iii) replacing Section 11.2 (Residential Two Family (Duplex) (RS3) Zone under Section 11.0 (Low Density Residential) in its entirety with the following:

11.2 LOW DENSITY RESIDENTIAL DUPLEX ZONE (RD1)

11.2.1 Permitted Uses:

Principal Uses:

- a) duplex dwellings;
- b) single detached dwellings;

Secondary Uses:

- c) home occupations, subject to Section 7.17;
- d) accessory buildings and structures, subject to Section 7.13.

11.2.2 Site Specific Low Density Residential Duplex (RD1s) Provisions:

- a) see Section 17.9

11.2.3 Minimum Parcel Size:

- a) 225.0 m² for the purpose of subdividing a duplex under the *Strata Property Act*, when connected to a community sewer and water system;
- b) 550.0 m², when connected to a community sewer and water system;
- c) 0.5 ha, when connected to community sewer system and serviced by well; or
- d) 1.0 ha, when serviced by well and approved septic system.

11.2.4 Minimum Parcel Width:

- a) Not less than 25% of the parcel depth.

11.2.5 Maximum Number of Dwellings Permitted Per Parcel:

- a) two (2) dwelling units, provided that both dwellings are located in one (1) residential building.

11.2.6 Minimum Setbacks:

- a) Principal buildings:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 7.5 metres
 - iii) Interior side parcel line 1.5 metres
 - iv) Exterior side parcel line 4.5 metres
- b) Accessory Buildings or Structures:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 1.0 metres
 - iii) Interior side parcel line 1.0 metres
 - iv) Exterior side parcel line 4.5 metres

11.2.7 Maximum Height:

- a) No building shall exceed a height of 10.0 metres;

- b) No accessory building or structure shall exceed a height of 4.5 metres.

11.2.8 Maximum Parcel Coverage:

- a) 45%

11.2.9 Minimum Building Width:

- a) Dwelling Unit: 5.0 metres, as originally designed and constructed.
- iv) replacing Section 17.9 (Site Specific Residential Two Family (Duplex) (RS3s) Provisions) under Section 17.0 (Site Specific Designations) in its entirety with the following:

17.9 Site Specific Low Density Residential Duplex (RD1s) Provisions:

- .1 *blank*

- 3. The Zoning Map, being Schedule '2' of the Electoral Area "A" Zoning Bylaw No. 2451, 2008, is amended by:
 - i) changing the land use designation of all parcels zoned Residential Two Family Duplex (RS3) to Low Density Residential Duplex (RD1).

Electoral Area "C"

- 4. The "Electoral Area "C" Zoning Bylaw No. 2453, 2008" is amended by:
 - i) replacing the reference to "Residential Two Family (Duplex) Zone RS3" under Section 5.1 (Zoning Districts) in its entirety with "Low Density Residential Duplex Zone RD1".
 - ii) replacing Section 11.3 (Residential Two Family (Duplex) (RS3) Zone under Section 11.0 (Low Density Residential) in its entirety with the following:

11.3 LOW DENSITY RESIDENTIAL DUPLEX ZONE (RD1)

11.3.1 Permitted Uses:

Principal Uses:

- a) duplex dwellings;
- b) single detached dwellings;

Secondary Uses:

- c) home occupations, subject to Section 7.17;
- d) accessory buildings and structures, subject to Section 7.13.

11.3.2 Site Specific Low Density Residential Duplex (RD1s) Provisions:

- a) see Section 17.10

11.3.3 Minimum Parcel Size:

- a) 225.0 m² for the purpose of subdividing a duplex under the *Strata Property Act*, when connected to a community sewer and water system;
- b) 550.0 m², when connected to a community sewer and water system;
- c) 0.5 ha, when connected to community sewer system and serviced by well; or
- d) 1.0 ha, when serviced by well and approved septic system.

11.3.4 Minimum Parcel Width:

- a) Not less than 25% of the parcel depth.

11.3.5 Maximum Number of Dwellings Permitted Per Parcel:

- a) two (2) dwelling units, provided that both dwellings are located in one (1) residential building.

11.3.6 Minimum Setbacks:

- a) Principal buildings:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 7.5 metres
 - iii) Interior side parcel line 1.5 metres
 - iv) Exterior side parcel line 4.5 metres
- b) Accessory Buildings or Structures:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 1.0 metres
 - iii) Interior side parcel line 1.0 metres
 - iv) Exterior side parcel line 4.5 metres

11.3.7 Maximum Height:

- a) No building shall exceed a height of 10.0 metres;
- b) No accessory building or structure shall exceed a height of 4.5 metres.

11.3.8 Maximum Parcel Coverage:

- a) 45%

11.3.9 Minimum Building Width:

- a) Dwelling Unit: 5.0 metres, as originally designed and constructed.
- iii) replacing Section 17.10 (Site Specific Residential Two Family (Duplex) (RS3s) Provisions) under Section 17.0 (Site Specific Designations) in its entirety with the following:

17.10 Site Specific Low Density Residential Duplex (RD1s) Provisions:

- .1 *blank*

- 5. The Zoning Map, being Schedule '2' of the Electoral Area "C" Zoning Bylaw No. 2453, 2008, is amended by:
 - i) changing the land use designation on the land shown shaded yellow on Schedule 'C-1', which forms part of this Bylaw, from Residential Two Family Duplex (RS3) to Residential Single Family One (RS1).
 - ii) changing the land use designation of all parcels zoned Residential Two Family Duplex (RS3) to Low Density Residential Duplex (RD1).

Electoral Area "D"

- 6. The "Electoral Area "D" Zoning Bylaw No. 2455, 2008" is amended by:
 - i) replacing the reference to "Residential Two Family (Duplex) Zone RS3" under Section 5.1 (Zoning Districts) in its entirety with "Low Density Residential Duplex Zone RD1".
 - ii) replacing Section 11.3 (Residential Two Family (Duplex) (RS3) Zone under Section 11.0 (Low Density Residential) in its entirety with the following:

11.3 LOW DENSITY RESIDENTIAL DUPLEX ZONE (RD1)

11.3.1 Permitted Uses:

Principal Uses:

- a) duplex dwellings;
- b) single detached dwellings;

Secondary Uses:

- c) home occupations, subject to Section 7.17;
- d) accessory buildings and structures, subject to Section 7.13.

11.3.2 Site Specific Low Density Residential Duplex (RD1s) Provisions:

- a) see Section 19.10

11.3.3 Minimum Parcel Size:

- a) 225.0 m² for the purpose of subdividing a duplex under the *Strata Property Act*, when connected to a community sewer and water system;
- b) 550.0 m², when connected to a community sewer and water system;
- c) 0.5 ha, when connected to community sewer system and serviced by well; or
- d) 1.0 ha, when serviced by well and approved septic system.

11.3.4 Minimum Parcel Width:

- a) Not less than 25% of the parcel depth.

11.3.6 Maximum Number of Dwellings Permitted Per Parcel:

- a) two (2) dwelling units, provided that both dwellings are located in one (1) residential building.

11.3.6 Minimum Setbacks:

- a) Principal buildings:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 7.5 metres
 - iii) Interior side parcel line 1.5 metres
 - iv) Exterior side parcel line 4.5 metres
- b) Accessory Buildings or Structures:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 1.0 metres
 - iii) Interior side parcel line 1.0 metres
 - iv) Exterior side parcel line 4.5 metres

11.3.7 Maximum Height:

- a) No building shall exceed a height of 10.0 metres;

- b) No accessory building or structure shall exceed a height of 4.5 metres.

11.3.8 Maximum Parcel Coverage:

- a) 45%

11.3.9 Minimum Building Width:

- a) Dwelling Unit: 5.0 metres, as originally designed and constructed.
- iv) replacing Section 19.10 (Site Specific Residential Two Family (Duplex) (RS3s) Provisions) under Section 19.0 (Site Specific Designations) in its entirety with the following:

19.10 Site Specific Low Density Residential Duplex (RD1s) Provisions:

- .1 *blank*

- 7. The Zoning Map, being Schedule '2' of the Electoral Area "D" Zoning Bylaw No. 2455, 2008, is amended by:
 - i) changing the land use designation of all parcels zoned Residential Two Family Duplex (RS3) to Low Density Residential Duplex (RD1).

Electoral Area "E"

- 8. The "Electoral Area "E" Zoning Bylaw No. 2459, 2008" is amended by:
 - i) replacing the reference to "Residential Two Family (Duplex) Zone RS3" under Section 5.1 (Zoning Districts) in its entirety with "Low Density Residential Duplex Zone RD1".
 - ii) replacing the reference to "RS3" under Table 7.9 (Screening and Landscaping Requirements) under Section 7.0 (General Regulations) with "RD1".
 - iii) replacing Section 11.3 (Residential Two Family (Duplex) (RS3) Zone under Section 11.0 (Low Density Residential) in its entirety with the following:

11.3 LOW DENSITY RESIDENTIAL DUPLEX ZONE (RD1)

11.3.1 Permitted Uses:

Principal Uses:

- a) duplex dwellings;
- b) single detached dwellings;

Secondary Uses:

- c) home occupations, subject to Section 7.17;

- d) accessory buildings and structures, subject to Section 7.13.

11.3.2 Site Specific Low Density Residential Duplex (RD1s) Provisions:

- a) see Section 19.10

11.3.3 Minimum Parcel Size:

- a) 225.0 m² for the purpose of subdividing a duplex under the *Strata Property Act*, when connected to a community sewer and water system;
- b) 550.0 m², when connected to a community sewer and water system;
- c) 0.5 ha, when connected to community sewer system and serviced by well; or
- d) 1.0 ha, when serviced by well and approved septic system.

11.3.4 Minimum Parcel Width:

- a) Not less than 25% of the parcel depth.

11.3.7 Maximum Number of Dwellings Permitted Per Parcel:

- a) two (2) dwelling units, provided that both dwellings are located in one (1) residential building.

11.3.6 Minimum Setbacks:

- a) Principal buildings:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 7.5 metres
 - iii) Interior side parcel line 1.5 metres
 - iv) Exterior side parcel line 4.5 metres
- b) Accessory Buildings or Structures:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 1.0 metres
 - iii) Interior side parcel line 1.0 metres
 - iv) Exterior side parcel line 4.5 metres

11.3.7 Maximum Height:

- a) No building shall exceed a height of 10.0 metres;
- b) No accessory building or structure shall exceed a height of 4.5 metres.

11.3.8 Maximum Parcel Coverage:

- a) 45%

11.3.9 Minimum Building Width:

- a) Dwelling Unit: 5.0 metres, as originally designed and constructed.

- iv) replacing Section 19.10 (Site Specific Residential Two Family (Duplex) (RS3s) Provisions) under Section 19.0 (Site Specific Designations) in its entirety with the following:

19.10 Site Specific Low Density Residential Duplex (RD1s) Provisions:

- .1 *blank*

- 9. The Zoning Map, being Schedule '2' of the Electoral Area "D" Zoning Bylaw No. 2455, 2008, is amended by:
 - i) changing the land use designation of all parcels zoned Residential Two Family Duplex (RS3) to Low Density Residential Duplex (RD1).

READ A FIRST AND SECOND TIME this ____ day of _____, 2020.

PUBLIC HEARING held on this ____ day of _____, 2020.

READ A THIRD TIME this ____ day of _____, 2020.

I hereby certify the foregoing to be a true and correct copy of the " Regional District of Okanagan-Similkameen Duplex Zone Update Amendment Bylaw No. 2886, 2020" as read a Third time by the Regional Board on this ____ day of _____, 2020.

Dated at Penticton, BC this ____ day of _____, 2020.

Corporate Officer

Approved pursuant to Section 52(3) of the *Transportation Act* this ____ day of _____, 2020.

For the Minister of Transportation & Infrastructure

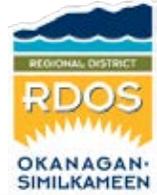
ADOPTED this ____ day of _____, 2020.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

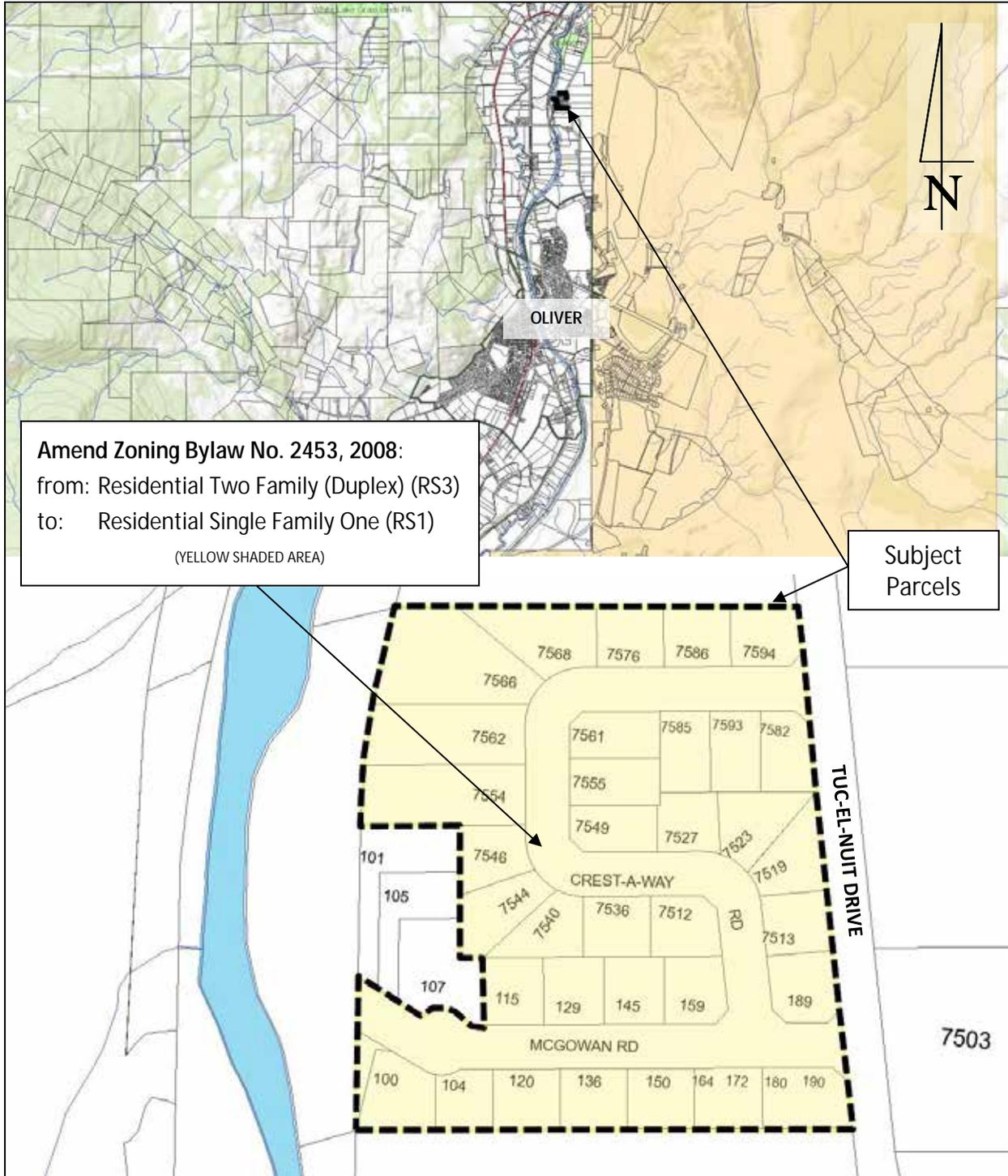
101 Martin St, Penticton, BC, V2A-5J9
Tel: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2886, 2020

File No. X2020.003-ZONE

Schedule 'C-1'





Interior Health

Every person matters

January 20, 2020

Christopher Garrish
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9
planning@rdos.bc.ca

Dear Christopher Garrish:

**RE: File #: Bylaw 2886, X2020.003-ZONE
Our interests are unaffected**

The IH Healthy Built Environment (HBE) Team has received the above captioned referral from your agency. Typically we provide comments regarding potential health impacts of a proposal. More information about our program can be found at [Healthy Built Environment](#).

An initial review has been completed and no health impacts associated with this proposal have been identified. As such, our interests are unaffected by this proposal.

However, should you have further concerns, please return the referral to hbe@interiorhealth.ca with a note explaining your new request, or you are welcome to contact me directly at 1-855-744-6328 then choose HBE option.

Sincerely,

Mike Adams, CPHI(C)
Team Leader, Healthy Communities
Interior Health Authority

Lauri Feindell

Subject: FW: Bylaw Referral Project X2020.003-ZONE (BL2886)
Attachments: 2886 bylaw referral.pdf

From: Forbes, Christina D AGRI:EX <Christina.Forbes@gov.bc.ca>
Sent: January 23, 2020 11:34 AM
To: Planning <planning@rdos.bc.ca>
Subject: FW: Bylaw Referral Project X2020.003-ZONE (BL2886)

Hello,

Thank you for the opportunity to comment on this Referral Project. Given that these changes do not appear to have an impact on agricultural lands the Ministry of Agriculture has no comments.

Thank you,
Christina

Christina Forbes BSc, P.Ag | Regional Agrologist | Kelowna
p: 250-861-7201 | c: 250-309-2478
Email: Christina.Forbes@gov.bc.ca

Generic Email: AgriServiceBC@gov.bc.ca

7





Your File #: BL2886 (Project
X2020.003-
ZONE)
eDAS File #: 2020-00395
Date: January 23, 2020

Regional District Okanagan Similkameen
101 Martin Street
Penticton, BC V2A 5J9

Attention: Lauri Feindell, Planning Secretary

**Re: Proposed Text Amendment Bylaw 2886 for:
Electoral Areas "A", "C", "D", "E"**

Preliminary Approval is granted for the rezoning for one year pursuant to section 52(3)(a) of the *Transportation Act*.

If you have any questions, please feel free to call Rob Bitte at (250) 490-2280.

Yours truly,

Rob Bitte
Development Officer

Local District Address
Penticton Area Office 102 Industrial Place Penticton, BC V2A 7C8 Canada Phone: (250) 712-3660 Fax: (250) 490-2231



ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: March 5, 2020

RE: Bylaw 2894 – Purchase of snowmobile for China Ridge Trail Association

Administrative Recommendation:

THAT Bylaw No.2894, 2020, Electoral Area “H” Community Facilities Capital Reserve Fund Expenditure Bylaw authorizing the expenditure of \$18,000 towards the purchase of a snowmobile by the China Ridge Trail Association be read a first, second and third time and be adopted.

Background:

In 2009, The Board approved the formation of the Vermillion Forks Community Forest Corporation (VFCCF) for the purpose of acquiring and managing a Community Forest Agreement. The Upper Similkameen Indian Band, the Town of Princeton and the Regional District are 1/3 shareholders in the Corporation. The Electoral Area “H” Director and the CAO were appointed as the Regional District’s Board Members on the Corporation.

In 2014, the RDOS Board created the Electoral Area “H” Community Facilities Capital Reserve Fund for the purpose of expenditures for or in respect of capital projects within Electoral Area “H”. Annual dividends received from the Vermillion Forks Community Forest Corporation (VFCCF) are transferred into the reserve.

Analysis:

A fire has disabled the China Ridge Trail Association’s snowmobiles. This impacts the ability of the Association to protect the safety of riders using their trail system.

After deducting the expenditures already committed in 2020, the balance in the Area H Community Facilities Reserve Fund is \$801,718

Alternatives:

Status quo – Expenditure does not occur. China Ridge Trails Association would need to source funds elsewhere to complete the purchase.

Respectfully submitted:

“John Kurvink, Manager of Finance/CFO”

J. Kurvink, Finance Manager

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2894, 2020

A bylaw to authorize the expenditure of monies from the Electoral Area 'H' Community Facilities Reserve Fund for the purchase of snowmobile for the China Ridge Trail Association.

WHEREAS Section 377 of the Local Government Act, and Section 189 of the Community Charter authorises the Board, by bylaw adopted by at least 2/3 of its members, to provide for the expenditure of any money in a reserve fund and interest earned on it;

AND WHEREAS the 'Electoral Area 'H' Community Facilities Capital Reserve Fund' has sufficient monies available for community capital projects;

NOW THEREFORE, the Board of the Regional District of Okanagan-Similkameen in open meeting assembled enacts as follows:

1 Citation

1.1 This Bylaw shall be cited as the "Electoral Area 'H' Community Facilities Capital Reserve Fund Expenditure Bylaw No. 2894, 2020"

2. The expenditure of \$18,000 from the Electoral Area 'H' Community Facilities Reserve Fund is hereby authorized towards the purchase of a snowmobile for the China Ridge Trail Association.

READ A FIRST, SECOND, AND THIRD TIME this ____ day of ____, 2020

ADOPTED this ____ day of ____, 2020

RDOS Board Chair

Corporate Officer

ADMINISTRATIVE REPORT

TO: Board of Directors
FROM: B. Newell, Chief Administrative Officer
DATE: March 5, 2020
RE: Naramata Fire Service Area Petition

Administrative Recommendation:

THAT Bylaw No. 2893, 2020 Naramata Fire Prevention and Suppression Local Service Establishment Amendment Bylaw be read a first, second and third time.

Purpose:

To bring four parcels into the Naramata Fire Prevention and Suppression Local Service Area

Reference:

Bylaw No. 1619, 1995

Background:

The owner of Lot 3, DL 3474, SDYD, Plan EPP60812; Lot 4, DL 2711, and 3474, SDYD, Plan EPP60812; Lot 5, DL 3474, SDYD, Plan EPP60812; and Lot A, DL 3474, SDYD, Plan KAP59640 has petitioned the Regional District to amend the Naramata Fire Prevention and Suppression Local Service Area to include these four parcels. The parcels are to the east of the existing Service Area.

Analysis:

Under Regional District Establishing Bylaw Approval Exemption Regulation 113/2007, the Board may adopt a bylaw without approval of the Inspector of Municipalities if a sufficient petition and consent from the Electoral Area Director is received. The regulation requires that a local government must allow one meeting between third reading and adoption.

The Naramata Fire Chief is supportive of the inclusion of the parcels. The Corporate Officer has certified the petition as sufficient and valid.

Alternatives:

1. Provide three readings to Bylaw No. 2893, 2020 Naramata Fire Prevention and Suppression Local Service Establishment Amendment Bylaw.
2. Decline the petition to enter the service area.

Respectfully submitted:

"Gillian Cramm"

G. Cramm, Legislative Services Coordinator

Endorsed by:

"Christy Malden"

C. Malden, Manager of Legislative Services

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BYLAW NO. 2893, 2020**

A bylaw to amend the Naramata Fire Prevention and Suppression Local Service Establishment Bylaw.

WHEREAS the Board of Directors of the Regional District of Okanagan-Similkameen wishes to proceed under the *Local Government Act*, to amend the boundaries of the service area of the Naramata Fire Prevention and Suppression Local Service Establishment Bylaw No. 1619, 1995;

AND WHEREAS the property owner of the following parcels has petitioned the Regional District to extend the boundaries of the Naramata Fire Prevention and Suppression Local Service area to include their properties legally describes as:

Lot 3, District Lot 3474, Similkameen Division of Yale District, Plan EPP60812;
Lot 4, District Lot 2711, and 3474, Similkameen Division of Yale District, Plan EPP60812;
Lot 5, District Lot 3474, Similkameen Division of Yale District, Plan EPP60812; and
Lot A, District Lot 3474, Similkameen Division of Yale District, Plan KAP59640;

AND WHEREAS the Director for Electoral Area "E" has consented to the amendment of the Naramata Fire Prevention and Suppression Local Service Establishment Bylaw No. 1619, 1995, pursuant to the *Local Government Act*;

NOW THEREFORE the Board of Directors of the Regional District of Okanagan-Similkameen in open meeting assembled ENACTS as follows:

1.0 CITATION

1.1 This bylaw may be cited for all purposes as the "Naramata Fire Prevention and Suppression Local Service Establishment Amendment Bylaw No. 2893, 2020".

2.0 AMENDMENT OF SERVICE

2.1 The service area established by "Naramata Fire Prevention and Suppression Local Service Establishment Bylaw No. 1619, 1995" is amended by adding the properties shown shaded on Schedule 'A' which is attached to and forms part of this Bylaw.

READ A FIRST, SECOND, AND THIRD TIME this ___ day of ___, 2020.

DIRECTOR CONSENT OBTAINED this ___ day of ___, 2020.

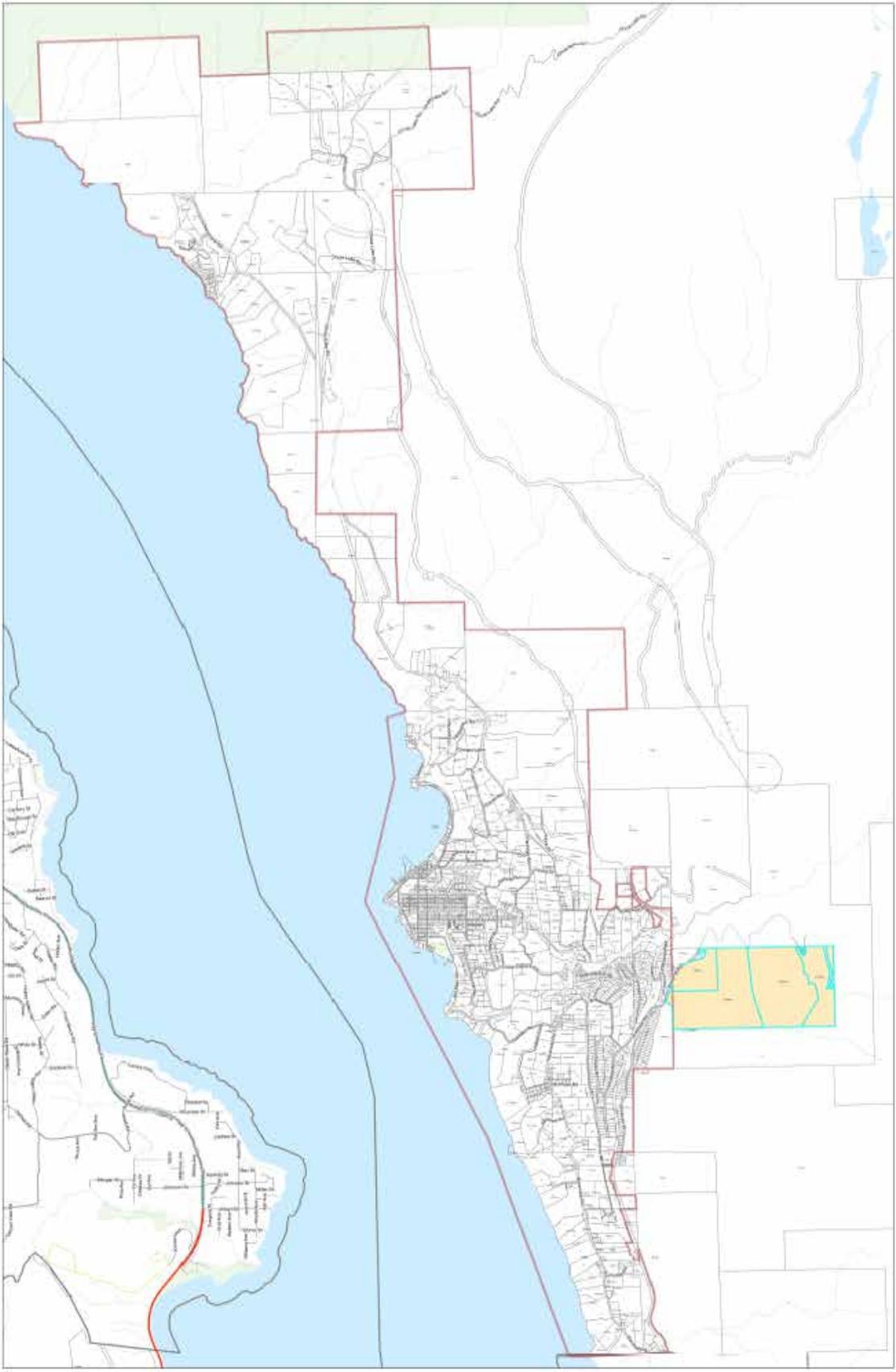
ADOPTED this ___ day of ___, 2020.

Board Chair

Corporate Officer

FILED WITH THE INSPECTOR OF MUNICIPALITIES this ___ day of _____, 20__.

Schedule A



ADMINISTRATIVE REPORT

TO: Board of Directors
FROM: B. Newell, Chief Administrative Officer
DATE: March 5, 2020
RE: RDOS Fees and Charges Bylaw No. 2877, 2020



Administrative Recommendation:

THAT Regional District of Okanagan-Similkameen Fees and Charges Bylaw No. 2877, 2020 be read a second and third time and adopted.

Reference:

Local Government Act

Background:

Through the *Local Government Act*, the Regional District has the authority to impose fees and charges for services that are provided. Prior to 2010, the Regional District fees and charges were located within a number of different bylaws; however, in that same year an all-encompassing Fees and Charges Bylaw was brought in for ease of reference and review on an annual basis.

Although the bylaw can be amended throughout the year, administration brings the bylaw forward for review and amendment in conjunction with the budget process.

Analysis:

At the February 6, 2020, RDOS Board Meeting, the Board gave first reading to the bylaw. However, further updates have been brought forward and identified within the marked up version of the fees and charges bylaw.

Public Works

Section 3 – Water System Fees

4.0 Willowbrook Water –

After consultation with the Willowbrook Water Committee, a number of categories of water user have been added in order to obtain revenue from users of the water system that are receiving benefit from the water system that are not currently contributing to the system or paying their fair share of costs.

Section 4 - Sanitary Landfills

1.4 Authorized Controlled Wastes – Agricultural Plastic

At the February 6 Environment and Infrastructure committee there was a strong desire to remove the ban of agricultural plastics at the Keremeos Transfer Station. Staff will bring an administrative report to the Board in the future to review options to manage these wastes.

Schedule 9 – Street Lighting

- Bylaw No. 2025, 2001 states a charge of \$15 per each parcel, and that Bylaw will be repealed, as charges now fall under the Fees and Charges Bylaw.
- New rate of \$6.00 is reflective of the total yearly streetlight rates and administration fees.

- Bylaw referenced is Bylaw No. 1618, 1995, which is the service establishment bylaw giving permission to charge per parcel.

Communication Strategy:

The Regional District of Okanagan-Similkameen Fees and Charges bylaw is posted annually on the RDOS Website and will be the topic of a future Regional Reflections article to help citizens understand the various fees and charges they may be subject to.

Respectfully submitted:

"Christy Malden"

C. Malden, Manager of Legislative Services

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BYLAW NO. 2877, 2020**

A bylaw to set fees and charges for Regional District services and information.

WHEREAS the *Local Government Act* provides that the Board may by bylaw establish fees and charges for various Regional District services and information;

AND WHEREAS in accordance with Section 397 [imposition of fees and charges] and Section 462 [fees related to applications and inspections] of the *Local Government Act*; the Regional Board wishes to establish fees and charges which reflect cost recovery for services and information provided;

NOW THEREFORE, the Board of the Regional District of Okanagan-Similkameen in open meeting assembled enacts as follows:

1 - Citation

- 1.1 This Bylaw shall be cited as the **Regional District of Okanagan-Similkameen Fees and Charges Bylaw No. 2877, 2020**.

2 – Fees and Charges

- 2.1 Wherever this Bylaw sets out fees and charges with respect to other Regional District bylaws and such other bylaws contain similar fees and charges, the Fees and Charges Bylaw shall prevail.
- 2.2 Wherever this Bylaw sets out fees and charges for work done or services provided to land or improvements, the Regional District may recover the costs of undertaking the work in the same manner and with the same remedies as property taxes.
- 2.3 The schedule of fees to be imposed for the provision of goods, services and information as specified in Appendix 'A' Schedules 1 to 10 attached hereto, and forming part of this bylaw, is hereby established.

3 – Effective Date

- 3.1 This bylaw shall come into effect on April 1, 2020.

4 - Repeal

- 4.1 Bylaw No. 2848, 2019 is repealed as of April 1, 2020.

READ A FIRST TIME this 6th day of February, 2020.

READ A SECOND AND THIRD TIME AND ADOPTED BY TWO THIRD VOTE this ___ day of ____, 2020.

RDOS Board Chair

Corporate Officer

Schedule 1 – Corporate Services Fees

1.0 – Document Retrieval Fees

1.1 Photocopies

8.5" x 11"	\$0.25/page
8.5" x 14"	\$0.35/page
11" x 17"	\$0.50/page
24" x 36"	\$2.50/page

- 1.2 Storage device for digital copies
USB stick \$15.00 each
- 1.3 Retrieval of archived files, repealed bylaws or other records not subject to *Freedom of Information and Protection of Privacy Act*, including scanning of the document - \$15.00 per ¼ hour
- 1.4 Shipping of records at cost

2.0 - Finance Fees and Charges

- 2.1 Utility Search Fee – \$20.00

- 2.2 Utility rates will be billed as set out in this bylaw and if remain unpaid after the due date, a percentage addition of ten percent of the amount thereof shall be added on the following working day.

In default of any such owner making any such payment or payments as in such agreement made and provided, the Collector for the Regional District shall add such amount in default to the taxes of such lot or parcel of land on the Collector's Real Property Tax Roll and thereafter such amount shall be deemed to be taxes against the said property and shall be dealt with in the same manner as taxes against the said property would be dealt with under the provisions of the *Local Government Act* and *Community Charter*.

- 2.3 Processing fee for payments returned by the financial institution – \$30.00

2.4 Administration Fees:

The Regional District shall deduct an administration fee of 12% on funds collected by the Regional District on behalf of a member municipality related to sales activity managed by the Regional District

The Regional District shall add an administration fee of 12% on actual costs when invoicing third parties.

3.0 - Mapping

- 3.1 Legal, civic and zoning 1:5,000 scale maps are available to the public in the following formats:
- Hardcopy maps at a price of \$15 per map.
 - Digital format (Adobe PDF) set of maps for price of \$30 per CD.
- 3.2 Cost for miscellaneous hard copy maps in GIS warehouse directory is \$35 per map.
- 3.3 Cost for creation of custom maps is \$80/hr. A minimum charge of \$140 is required with a minimum notice of 15 working days by the applicant.

4.0 - Digital Data

- 4.1 RDOS will provide GIS data available at no charge on the RDOS FTP site as per Item 1.0 of Enterprise Unit Data and Services Policy.

5.0 - GIS Services for Municipalities, Provincial and Federal Government

- 5.1 Access to existing RDOS internet mapping application will be \$3,096 /year.
- 5.2 Specific GIS services as per items 2.2 and 2.3 of Enterprise Unit Data and Services Policy will be available at a cost of \$48.47 /hr for the GIS Assistant, \$59.59/hr for GIS Analyst/Programmer \$88.17 /hr for IS Manager, \$55.71/hr for the Systems Administrator and \$46.70/hr for the IT Technician/Programmer.
- 5.3 GIS Services will be available to the public at a cost of \$ 100/hr with a minimum payment of 2 hours provided the Information Services Manager determines the RDOS has the resources to complete the project.

6.0 - Human Resources Services for Municipalities

- 6.1 Human Resources services will be available to municipalities as per items 3.1 and 3.2 of Enterprise Unit Data and Services Policy. Services will be available at a cost of \$71.19/hr for the HR Manager and \$48.38/hr for HR Coordinator.

7.0 - IT Services for Municipalities

- 7.1 IT services will be available to municipalities as per items 4.1 and 4.2 of the Enterprise Unit Data and Services Policy will be available at a cost of \$55.71 /hr for the Systems Administrator and \$ 46.70/hr for IT Technician/Programmer, \$48.47/hr for the GIS Assistant and \$88.17/hr for the IS Manager.

1.0 - Plan Processing Fee

- 1.1 The fee for plan processing shall be \$150.00 for projects with an estimated construction value less than \$100,000. The fee for plan processing for projects valued over \$100,000.00 shall be \$500.00.

2.0 - Building Permit – to be determined as follows:

- 2.1 \$12.00 for each \$1,000.00 of construction value up to \$500,000.00; \$10.00 for each \$1,000.00 of construction value between \$500,000.01 and \$1,000,000.00; and \$6.00 for each \$1,000.00 of construction value after \$1,000,000.01
- 2.2 The minimum permit fee for a permit, or a series of permits on the same parcel of land, issued at the same time is \$150.00 (with the exception of a permit for a solid fuel-fired appliance).
- 2.2 using Table A-1 for detached single family dwellings, duplex dwellings where one dwelling is not located above the other dwelling and buildings that are accessory to these buildings; or,
- 2.3 using the declared contract value for all construction other than that work included in paragraph 1. above, except that if the declared value is contested by the building official the value will be established using the Marshal & Swift Residential Cost Hand Book or the RS Means Square Foot Costs Handbook.

Table A-1

Proposed <i>construction</i>	Value per square meter	Value per square foot
One storey*	\$1453	\$135
Finished basement	\$538	\$50
Each Additional Storey	\$807	\$75
Renovations	\$538	\$50
Enclosed structure or Garage**	\$430	\$40
Sundeck (no roof)	\$323	\$30
Roof only	\$215	\$20
Unenclosed structure or carport	\$269	\$25
Pool	\$377	\$35

*The fee covers slab on grade, crawlspaces and unfinished basements

**The minimum permit fee for a structure over 55 m² shall be \$300

3.0 - Permit fees for temporary buildings and siting permits \$150.00

4.0 - Permit fees for farm buildings \$250.00

5.0 - Plan Review Fee

- 5.1 Submissions of revised drawings once a zoning or building code review has been completed will result in the following charges:
 - a) Projects with a construction value of less than \$100,000 \$150.00
 - b) Projects with a construction value more than \$100, 000 \$300.00

6.0 - Locating/Relocating a Building

- 6.1 The fee for a permit authorizing the locating or relocating of a building or *structure* including the value of any additions or modifications, shall be calculated at 0.7 of the fees set out in Table A-1.

- 6.2 A modular home or manufactured home installed in accordance with Z-240.10.1, including the value of any additions or modifications shall be calculated at 0.5 of the fees set out in Table A-1.

7.0 - Demolishing a Building or Structure

- 7.1 The fee for a permit authorizing the demolition of a building or structure shall be-\$150.00.

8.0 - Plumbing Permits

- 8.1 The permit fee for each plumbing fixture shall be \$10.00 per fixture, when the plumbing permit is issued in conjunction with a building permit, and \$10.00 per fixture plus an administration fee of \$100 when a plumbing permit is issued separately.

- 8.2 The plumbing permit fee may be reduced up to 25% (minimum fee \$150) with submission and approval of plumbing system layout drawings by a TQ certified tradesperson (plumber) for single family new construction and renovation projects.

9.0 - Solid Fuel Burning Devices

- 9.1 The permit fee for the installation of solid fuel burning appliances, fireplaces and chimneys shall be \$100.00 per appliance.

10.0 - Re-inspection Fees

- 10.1 The fee for a re-inspection shall be \$100.00.

11.0 – Health and Safety Inspection

- 11.1 The fee for any inspection to confirm health & safety requirements as set out in the BC Building Code shall be \$100.00.

12.0 - Transfer Fee

- 12.1 The fee for the transfer of a permit as set out in the RDOS Building Bylaw shall be \$100.00.

13.0 - File Searches* and Comfort Letters (*for routinely releasable records only)	
13.1 Retrieval of off site files	\$30.00
13.2 Information recovery from building permit files and property folio files:	
i) first ½ hour of time spent	\$0.00
ii) each additional ¼ hour spent after first ½ hour of time	\$15.00
13.3 USB stick (for digital copies)	\$15.00
13.4 The fee for comfort letters shall be \$100.00 per property to determine building bylaw compliance.	
14.0 - Removal of Notice on Title	
14.1 Deficiency Inspection Permit and subsequent removal of Notice on Title (no lawyer involvement)	\$1000.00
14.2 Notice on Title (lawyer involved)	\$1500.00
14.3 Each deficiency re-inspection	\$100.00
15.0 - Permit Extension Fee	
15.1 The fee for permit extension shall be \$100.00	
16.0 – Completion Permit	\$250.00
17.0 – Special Inspections	\$100/hr
18.0 – Alternative Solution	\$500.00
19.0 - Legal Documents	
16.1 Title search	\$25.00
16.2 Covenants, Right of Ways, Easements, Plans and similar documents:	actual cost of document (minimum \$25.00)
20.0 - Covenants	
17.1 Preparation of a Covenant	\$500.00
17.2 Covenant Discharge	\$250.00

Schedule 3 – Planning and Development Fees

1.0 - Official Community Plan (OCP) amendment

1.1	Application fee	\$1,000.00
1.2	Joint Zoning Bylaw Amendment fee	\$1,500.00
	plus: i) per dwelling unit and/or parcel in excess of four (4)	\$25.00

2.0 - Zoning Bylaw or Land Use Contract (LUC) amendment

2.1	Application fee	\$1,000.00
	plus: i) per dwelling unit and/or parcel in excess of four (4)	\$25.00

3.0 - Temporary Use Permit

3.1	Application fee	\$700.00
3.2	Renewal fee	\$350.00

4.0 - Development Permit

4.1	Application fee:	
	i) Delegated Development Permit	\$300.00
	ii) Non-Delegated Development Permit	\$600.00
	iii) Expedited Development Permit	\$150.00
4.2	Amendment to a Permit fee:	
	i) Delegated Development Permit	\$300.00
	ii) Non-Delegated Development Permit	\$300.00
	iii) Expedited Development Permit	\$150.00
4.3	Miscellaneous fees:	
	i) Cancelling a Development Permit on title	\$200.00

5.0 - Development Variance Permit

5.1	Application fee	\$400.00
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6.0 - Subdivisions (Bylaw 2000)

6.1	Referral Review Fee (fee simple or strata parcels)	
	i) base fee	\$400.00
	plus ii) each additional parcel to be created	\$500.00/parcel
6.2	Referral Review Fee (boundary adjustment)	
	i) base fee	\$600.00
	plus ii) each additional parcel to be adjustment in excess of two (2)	\$100.00/parcel
6.3	Referral Review Fee (plan revisions)	
	i) base fee	\$ 150.00
	plus ii) any additional parcel to be created that has not previously been reviewed	\$ 500.00/parcel
6.4	Referral Review Fee (road closure)	
	i) base fee	\$400.00
6.5	Application Extension	\$150.00
6.6	Infrastructure Review and Inspection Fees	
	i) 3.5%, to a minimum of \$500.00, of the total cost of "on-site" and "off-site" works that the Regional District will assume operations and ownership over once the subdivision or development is completed.	
	NOTE: for the purposes of calculating 3.5% of works, consulting engineering design fees are not included in the fee calculation. It is incumbent on the developer to provide actual construction costs for the Regional District approval.	
	All fees shall be paid to the Regional District prior to final support of the subdivision referral being provided to the Ministry of Transportation and Infrastructure (MoTI) or final occupancy of a building permit for the development.	

7.0 - Board of Variance Appeal

7.1	Application fee	\$ 500.00
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8.0 - Floodplain Exemption

8.1	Application fee	\$ 400.00
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9.0 - Strata Title Conversion

9.1	Application fee	\$ 150.00
	plus: i) for each additional unit	\$150.00

10. - Campsite Permit (Bylaw 713)

10.1	Application fee	\$ 150.00
	plus: i) for each camping space	\$15.00
10.2	Renewal fee	\$ 150.00

11.0 - Mobile Home Park Permit (Bylaw 2597)	
11.1 Application fee	\$ 150.00
plus: i) for each mobile home space	\$30.00
11.2 Renewal fee	\$ 150.00
12.0 - Applications to the Agriculture Land Commission	
12.1 Application fee	\$1500.00
13.0 - Liquor and Cannabis Regulation Branch (LCRB) Referrals	
13.1 Application Fee – Liquor License	\$100.00
13.2 Application Fee – Cannabis License	\$1,000.00
14.0 - File Searches (for routinely releasable records only)	
14.1 Retrieval of off-site files	\$30.00
14.2 Information recovery from a property folio:	
i) first ½ hour of time spent	\$0.00
ii) each additional ¼ hour spent after first ½ hour of time	\$15.00
15.0 - Legal Documents	
15.1 Documents from Land Titles Office and BC Registries and Online Services:	
i) State of Title	\$25.00
ii) Covenants, Right of Ways, Easements, Plans and similar documents:	actual cost of document (minimum \$25.00)
16.0 - Covenants	
16.1 Discharge of a Statutory Covenant	\$250.00
16.2 Preparation or Amendment of a Statutory Covenant	\$500.00
17.0 - Comfort Letters	
17.1 "Comfort Letter" for compliance with bylaws or zoning	\$100.00
18.0 - Letter of Concurrence for Communication Towers	\$400.00

NOTE: The number of dwelling units and/or parcels referred to at Sections 1.2 and 2.1 shall be determined by either using the maximum density of dwelling units permitted per hectare of land in the proposed zone or designation, or by dividing the area of the land proposed to be re-designated or zoned by the minimum parcel size requirement of the proposed zone or designation, whichever yields the greatest number.

Schedule 4 – Bylaw Enforcement Fees

1.0 - Animal Control Fees – Dog Control Bylaw No. 2671, 2017

- | | |
|--|-----------------------------------|
| 1.1. Impoundment Fees – Dogs (other than Dangerous Dogs) | |
| · first impoundment in any calendar year | \$50.00 |
| · second impoundment in any calendar year | \$100.00 |
| · third impoundment in any calendar year | \$250.00 |
| · each subsequent impoundment in any calendar year | \$500.00 |
| 1.2 Impoundment Fees – Dangerous Dogs | |
| · each impoundment | \$1,000.00 |
| 1.3 Maintenance Fees | |
| · each twenty-four (24) hour period, or part thereof | \$20.00 |
| · Dangerous Dog | \$30.00 |
| 1.4 Veterinary Costs Incurred | costs as invoiced by Veterinarian |

2.0 - Dog Licensing Fees:

- | | |
|--|-----------|
| 2.1 Intact Males and Non Spayed Females | \$50.00 |
| Spayed Females and Neutered Males | \$20.00 |
| Certified Guide or Assistance Dog | no charge |
| 2.2 notwithstanding 2.1, the licence fee for a dog that has reached 24 weeks in the same licencing year shall be prorated to a minimum amount of \$5.00 | |
| 2.3 Where an owner presents proof that a dog was spayed or neutered in the same calendar year as the dog licence, the difference in licence fee shall be reimbursed for that calendar year, provided that the reimbursement is requested within the same calendar year as the licence. | |

3.0 - Replacement of Lost, Destroyed or Mutilated Tags:

- | | |
|---|--------|
| 3.1 replacement of any lost, destroyed or mutilated tag | \$5.00 |
|---|--------|

4.0 - Burning Permit Fees

- | | |
|--|------------------------------|
| 4.1 Open Air Burning Permit (valid for one year) | Bylaw 2364
\$30.00 |
|--|------------------------------|

5.0 - Recovery of Collection Fees For Fines

- | | |
|--|----------------------------------|
| 5.1 To recover costs during collection process | Bylaw 2507
as incurred |
|--|----------------------------------|

Schedule 5 – Public Works and Engineering Services Fees

Section 1 - Development Fees

1.0 - Water Meter Vault, Appurtenances and Installation Fees

- 1.1 For all newly created lots a fee will be paid at time of subdivision for each lot that lies within a Water Service Area owned and operated by the Regional District as follows:

1.1.1	¾ to 1 ½ inch Service	\$1,500/lot
1.1.2	2 inch Service	\$2,000/lot
1.1.3	4 inch Service	\$3,000/lot

The fee includes the cost for the water meter and meter installation.

- 1.2 The fees in 1.1 may also apply to zoning amendment applications.

Section 2 - Development Cost Charges & Capital Expenditure Fees

1.0 - Okanagan Falls Sewer Development Cost Charges

Bylaw 2486

1.1	Single detached dwelling per lot/per dwelling unit	\$9,500.00
1.2	Duplex per dwelling unit	\$9,500.00
1.3	Townhouse per dwelling unit	\$6,800.00
1.4	Apartment per dwelling unit	\$6,800.00
1.5	Commercial per m ² gross floor area	\$30.00
1.6	Industrial per m ² gross floor area	\$30.00
1.7	Institutional per m ² gross floor area	\$27.00

2.0 - Naramata Water System Development Cost Charges and Capital Expenditure Charges

**Bylaw 1804
NID Bylaw 443**

2.1	Development Cost Charges Zone A	
2.1.1	Single Family Residential at Subdivision	\$5,700/parcel
2.1.2	Multi Family Residential at Building Permit	\$5,700/dwelling
2.2	Capital Expenditure Charges – Zone A, B & C	
2.2.1	Single Family Residential	\$5,700/service
2.2.2	Multi-Family Residential	\$5,700/lot
2.2.3	Cottage	\$5,700/service

3.0 - Olalla Water System Capital Expenditure Charges

OID Bylaw 32

3.1	Mobile Home Capital Expenditure Charge	\$1,000/unit
3.2	Capital Expenditure Charge	\$800/parcel

4.0 - Faulder Community Water System Development Cost Charges

Bylaw 1894

4.1	Single Family Residential	\$4,200/parcel
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5.0 - West Bench Water System Capital Expenditure Charge
5.1 Capital Expenditure Charge

WBID Bylaw 101
\$3,000/parcel

6.0 - Sun Valley Water
6.1 Capital Expenditure Charge Subdivision

SVID Bylaw 14
\$1,000/Lot

Schedule 5 – Public Works and Engineering Services Fees

Section 3 – Water System Fees – See Regulatory Bylaw 2824.2019

Note: Where two or more types of uses are made of a single property or building, multiples or combinations of the user rate shall be determined by the RDOS, acting reasonably. In the case of a residence accompanying a commercial use, the applicable rate shall be the higher of the two rates but not both.

1.0 - Naramata Water System

CATEGORY	Unit of Charge	\$/Unit
ANNUAL BASE FEES – ONE of the following will apply to each parcel		
1.1 Basic User Fee - Residential	Per dwelling	\$1,059
1.2 Basic User Fee – Multi-Dwelling Unit	Per unit	\$909
1.3 Basic User Fee – Vacant Lot or Frontage Fee	Per parcel	\$182
1.4 Parcel User Fee – Non-Residential	Per parcel	\$149
IRRIGATION – Applies to all properties larger than 0.25 Acre and/or all those with a separate Irrigation Connection		
1.5 Residential Acreage [0.25 acre included in BASE FEE and not used in this calculation]	Per Acre	\$295
1.6 Irrigation Connections		
1.6.1 Three quarter inch (3/4")	Per connection	\$92
1.6.2 One Inch (1")	Per connection	\$92
1.6.3 One and One Quarter Inch (1 1/4")	Per connection	\$92
1.6.4 One and One Half Inch (1 1/2")	Per connection	\$92
1.6.5 Two Inches (2")	Per connection	\$92
1.7 Irrigation Acreage	Per Acre	\$281
In addition to the applicable ANNUAL BASE FEES the following fees apply:		
1.8 Guest Cottages, Summer Cabin, Pickers Cabin	Per unit	\$182
1.9 Secondary Suites or Carriage House or Cabin	Per unit	\$909
1.10 Motel, Hotel or Resort	Per unit	\$161
1.11 Bed and Breakfast	Per establishment	\$321
1.12 Campground	Per parcel	\$844
1.13 Bunkhouse	Per building	\$372
1.14 Service Station or Garage, Retail Store, Office, Personal Service Establishment	Per business	\$219
1.15 Eating and Drinking Establishment	Per business	\$436
1.16 Food and Beverage Processing (Winery)	Per business	\$436
OTHER USER CATEGORY (Annual Base Fee does not apply)		
1.17 Educational Facility	Per school	\$4,895
1.18 Naramata Centre	Each	\$11,130

2.0 - Olalla Water System

CATEGORY	Unit of Charge	\$/Unit
2.1 Basic User Fee - Residential	Per dwelling	\$468.34
2.2 Basic User Fee – Multi-Dwelling Unit	Per dwelling	\$468.34
2.3 Basic User Fee – Mobile Home (inside or outside of a Mobile Home Park)	Per dwelling	\$468.34
2.4 Commercial	Per business	\$473.91

2.5 Frontage Fee or Vacant Lot	Per Parcel	\$182.00
2.6 Recreational Vehicle Park	Per Unit	\$468.34
2.7 Accessory Dwelling	Per dwelling	\$468.34
2.8 Additional Water Service Connections	Per Unit	\$468.34
2.9 Secondary Suite	Per Unit	\$245.85

3.0 - Faulder Water System by taxation

4.0 - West Bench Water System

CATEGORY	BASE RATE ANNUALLY	METERED CONSUMPTION USAGE
4.1 Water – Basic User Fee	761.64	plus 0.389 /cubic meter
4.2 Water - Vacant Lot or Frontage Fee	709.62	unmetered
4.3 Water – Basic User Fee MultiDwelling per Unit	761.64	plus 0.389 /cubic meter
4.4 Water - Park	761.64	plus 0.389 /cubic meter
4.5 Water – Educational Facility	761.64	plus 0.389 /cubic meter
4.6 Water - Agriculture	761.64	plus 0.195 /cubic meter
4.7 Water - Commercial	761.64	plus 0.389 /cubic meter
4.8 Water - Utility	728.40	unmetered

4.9 Water – WBID Loan Payment (Debt ends 2023) \$23.25 quarter/parcel

4.10 Water – Reserve Fund \$28.75 quarter/parcel

5.0 - Gallagher Lake Water System

	Type of Use	Unit of Charge	Annual Rates
5.1.1	Residential		
5.1.1.1	Basic User Fee – Residential or Mobile Home	Per dwelling	\$679
5.1.1.3	Secondary Suite, or Cabin	Per unit	\$258
5.1.2	Commercial		
5.1.2.1	Office, Personal Service Establishment, Retail Store	per unit	\$300
5.1.2.2	Motel or Hotel	per room	\$226
5.1.2.3	Campground	per site	\$80
5.1.2.4	Eating and Drinking Establishment (Restaurant, Beverage Room, or Distillery)	less than 25 seats	\$653
		25 to 49 seats	\$969
		each additional 25 seats or increment	\$323
5.1.2.11	Community Hall	per unit	\$2,139

Where two or more types of uses are made of a single property or building, multiples or combinations of the user rate shall be determined by the RDOS, acting reasonably. In the case of a residence accompanying a commercial use, the applicable rate shall be the higher of the two rates but not both.

The rate for churches and halls is only intended where the premises are used for holding regular meetings. Where other uses are made of the building the appropriate user rates shall also apply.

5.2 Metered Rates

All consumption shall be charged at the rate of \$0.57 per cubic metre.

6.0 - Willowbrook Water System

	Type of Use	Unit of Charge	Annual Rates
6.1	Basic User Fee	Dwelling Unit	\$1,207
6.2	Vacant Lot or Frontage Fee	Per Parcel	\$724 \$182
<u>6.3</u>	<u>Accessory Dwelling</u>	<u>Dwelling Unit</u>	<u>\$905</u>
<u>6.4</u>	<u>Community Riding Arena</u>	<u>Per Parcel</u>	<u>\$50</u>

7.0 - Sun Valley Water System

7.1 Basic User Fee per Parcel includes a 6 gallon per minute water allotment (Grade A)		\$1,575
7.2 In addition to the Basic User Fee with the exception of Grade I		
Grade A1	Shall comprise of every parcel of land with a 3 gallon per minute dole valve.	\$146
Grade B	Shall comprise of every parcel of land with a 12 gallon per minute dole valve.	\$583
Grade C	Shall comprise of every parcel of land with an 18 gallon per minute dole valve.	\$874
Grade D	Shall comprise of every parcel of land with a 24 gallon per minute dole valve.	\$1,166
Grade E	Shall comprise of every parcel with a 30 gallon per minute dole valve.	\$1,456
Grade F	Shall comprise of every parcel of land with a 36 gallon per minute dole valve.	\$1,747
Grade G	Shall comprise of every parcel of land with a 39 gallon per minute dole valve.	\$1,894
Grade H 1	Shall comprise of every parcel of land with a 175 gallon per minute dole valve.	\$8,508
Grade H 2	Shall comprise of every parcel of land with a 120 gallon per minute dole valve.	\$5,835
Grade I	Shall comprise of every parcel of land to which water cannot be supplied.	\$194
7.3 Out of Season Irrigation	1.25/day x gpm delivered per dole valve	\$105

8.0 - Missezula Lake Water System

Per Property Parcel		\$644
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9.0 - General Water Services

9.0	Temporary Water Use Permit Fee (Hydrant Use)	\$50 / day
9.1	Temporary Water Use Permit – Backflow Prevention	\$50 / day
9.2	Deposit for Temporary Water use Permit (Hydrant Use)	\$500 / rental
9.3	Connection Charge	\$350 / each
9.4	Inspection and Administration Fee	\$100 / each
9.5	Water Turn-On and/or Fee	\$50
9.6	Valve Turn Request	\$50

Schedule 5 – Public Works and Engineering Services Fees

Section 4 – Sewer System Fees

1.0 Okanagan Falls Sewer User Rates

The following rates do not apply if the owner is in possession of a Sewer Use Contract of Section 14 of the Okanagan Falls Special Service Area Sewerage Regulation Bylaw.

Category	Annual Billing Rate
Single Family Dwelling/Townhouse/Duplex	\$879
Apartment per unit	\$747
Mobile home park/per unit	\$791
Motel/Hotel per unit	\$352
Restaurant/Lounge/Pub	\$2,637
School per classroom	\$791
Church, Library, Community Hall & Drop-in Centres	\$ 967
Small Business, office building (20 employees or less)	\$967
Larger Business, office building (greater than 20 employees)	\$2,021
Supermarket	\$2,548
Service Station	\$1,582
Industrial/Commercial (20 employees or less)	\$1,055
Industrial/Commercial (20 to 50 employees)	\$2,021
Industrial/Commercial (greater than 50 employees)	\$2,637
Coin operated car wash	\$5,273
Laundromat (per washing machines)	\$703
Campground/Washroom per site	\$352
Shower/washroom	\$352

2.0 Gallagher Lake Sewer System

2.1. Flat Rates

	Type of Use	Unit of Charge	Annual Rates
2.1.1	Residential		
2.1.1.1	Basic User Fee - Residential	Per dwelling	\$435
2.1.1.2	Secondary Suite or Cabin	dwelling unit	\$167
2.1.2	Commercial		
2.1.2.1	Office, Personal Service Establishment, Retail Store	per unit	\$435
2.1.2.2	Motel or Hotel	per room	\$320
2.1.2.3	Campground	per site	\$56
2.1.2.4	Eating and Drinking Establishment less than 25 seats	per unit	\$796
		25 to 49 seats	\$1,190
		for each additional 25 seats or increment	\$397
2.1.2.5	Community Hall	per unit	\$2,183

Where two or more types of uses are made of a single property or building, multiples or combinations of the user rate shall be determined by the RDOS, acting reasonably. In the case of a residence accompanying a commercial use, the applicable rate shall be the higher of the two rates but not both.

The user rate for churches and halls is only intended where the premises are used for holding regular meetings. Where other types of uses are made of the building the appropriate user rates shall also apply.

2.2 Metered Rates

Where sewer flows for a particular property or use are determined, by the RDOS or designate, to be in excess of the recoverable flat rate, the property in question will be invoiced based on one of the following:

- 2.2.1 Sewer users with an effluent or sewage flow meter shall be charged at the rate of \$0.78 per cubic metre of measured effluent.
- 2.2.2 For metered water users without effluent flow meters, the charge for use of the sewage system shall be calculated as 80% of the recorded volume of metered water used times a rate of \$0.78 per cubic metre.

3.0	General Sewer Services	
3.1	Connection Charge	\$350
3.2	Inspection & Administration Fee	\$100/each

Schedule 5 – Public Works and Engineering Services Fees

Section 5 Apex Mountain Waste Transfer Station Service Fees

Fees for improved residential premises and non-residential premises as set out in the RDOS Apex Mountain Waste Transfer Station Regulation Bylaw by defined service area:

5.1	Residential dwelling unit as defined by Kaleden-Apex Southwest Sector Zoning Bylaw 2457, 2008	\$110 per unit per year
5.2	Apex Mountain Ski Resort Commercial Properties including the ski resort operation and all businesses under lease from Apex Mountain Ski Resort based on 7.1% of total annual costs	\$10,887 per year
5.3	Nickel Plate Nordic Ski Centre	\$200 per year

Schedule 5 – Public Works and Engineering Services Fees

Section 6 Curbside Solid Waste Collection and Drop-Off Service Fees

Fees for improved residential premises and non-residential premises as set out in the RDOS Solid Waste Collection and Drop-Off Service Regulation Bylaw to receive waste collection service by defined service area:

6.1	Electoral Area "A".	\$132 per premise per year
6.2	Electoral Area "B".	\$133 per premise per year
6.3	Electoral Area "C".	\$146 per premise per year
6.4	Participating areas of Electoral Area "D" and Electoral Area "I" excluding Upper Carmi, Heritage Hills, Lakeshore Highlands and Kaleden.	\$135 per premise per year
6.5	Participating areas of Electoral Area "D" and Electoral Area "I" within Upper Carmi, Heritage Hills, Lakeshore Highlands and Kaleden.	\$155 per premise per year
6.6	Participating areas of Electoral Areas "E".	\$155 per premise per year
6.7	Participating areas of Electoral Area "F".	\$155 per premise per year
6.8	Electoral Area "G".	\$162 per premise per year
6.9	Village of Keremeos.	\$125 per premise per year
6.10	Tag-a-Bag as defined by the RDOS Solid Waste Collection and Drop-Off Service Regulation Bylaw	\$1.50 each
6.11	Properties that have active commercial bin collection of refuse located on the property in question that request residential collection of recycled materials only	\$45.00 per premise per year.

Schedule 5 – Public Works and Engineering Services Fees

Section 7- Sanitary Landfills

1.0 Campbell Mountain, Okanagan Falls, Oliver Landfills and Keremeos Waste Transfer Station. The general TIPPING FEE is per metric tonne per load, or when stated per unit, when each SOLID WASTE is SOURCE SEPARATED, not CONTAMINATED and DISPOSED in the DESIGNATED LOCATION.

Capitalization of **an entire** word indicates that it is defined in the Waste Management Service Regulatory Bylaw No. 2796. TIPPING FEE charges that are in addition to the general TIPPING FEE are listed in Section 1.1 to 1.4 are identified in 2.0.

The REGIONAL DISTRICT retains the right to deny acceptance or to limit the volume and frequency of any SOLID WASTE delivered to the SITE due to safety, operational, CONTAMINATION or other considerations.

1.1 REFUSE	Campbell Mountain Landfill	Okanagan Falls Landfill	Oliver Landfill	Keremeos Waste Transfer Station	Charge Information
REFUSE	\$110.00	\$110.00 Must not contain items listed in Section 2.13.	\$110.00	\$110.00 Must not contain items listed in Section 2.12	Charge per metric tonne per load and see 1.0 \$5.00 minimum charge. Okanagan Falls Landfill cannot accept FOOD WASTE.

1.2 DEMOLITION, RENOVATION, CONSTRUCTION MIXED LOAD SOLID WASTE	Campbell Mountain Landfill	Okanagan Falls Landfill	Oliver Landfill	Keremeos Waste Transfer Station	Charge Information
ASSESSED DEMOLITION AND RENOVATION MIXED LOAD	\$500.00	\$110.00	\$500.00	Not Accepted	Charge per metric tonne per load and see 1.0 RDOS approval form required. \$25.00 minimum charge.
NON-SERVICE AREA ASSESSED DEMOLITION AND RENOVATION MIXED LOAD and CONSTRUCTION NEW MIXED LOAD	Not Accepted	\$135.00	Not Accepted	Not Accepted	RDOS approval form required. Materials generated outside the SERVICE AREA of a SITE.
NON-ASSESSED DEMOLITION AND RENOVATION MIXED LOAD	\$700.00	\$500.00	\$700.00	Not Accepted	\$50.00 minimum charge.

CONSTRUCTION NEW MIXED LOAD	\$700.00	\$110.00	\$700.00	Not Accepted	RDOS approval form required. \$25.00 minimum charge.
CONSTRUCTION REFUSE	\$110.00	\$110.00	\$110.00	\$110.00	\$5.00 minimum charge.

1.3 RECYCLABLES (see Charge Information with each SOLID WASTE)	Campbell Mountain Landfill	Okanagan Falls Landfill	Oliver Landfill	Keremeos Waste Transfer Station	Charge Information Charge per metric tonne per load, or as stated per unit, and see 1.0
Alarms (smoke, CO detectors)	\$0.00	\$0.00	\$0.00	\$0.00	Residential quantities accepted.
Antifreeze (liquid & containers)	\$0.00	Not Accepted	\$0.00	Not Accepted	Residential quantities accepted.
ASPHALT SHINGLES	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
BATTERIES LEAD- ACID, BATTERIES - HOUSEHOLD	\$0.00	\$0.00	\$0.00	\$0.00	Lead acid, Household.
CONCRETE ASPHALT CERAMIC FIXTURES and Ceramic Tile MASONRY ROCKS (40cm and under 40cm in any dimesion)	\$20.00	\$20.00	\$20.00	\$20.00	\$5.00 minimum charge. CONCRETE, ASPHALT, CERAMIC FIXTURES, Ceramic Tile and MASONRY, including ROCKS 40 cm and under 40cm in any dimension, may be received combined in same load.
CONCRETE BULKY (including ROCKS over 40 cm in any dimension)	\$60.00	\$60.00	\$60.00	Not Accepted	Means CONCRETE measuring greater than 1 m. in any dimension and/or where large amounts of metal are protruding greater than 15 cm. ROCKS over 40 cm in any dimension may be received combined in same load. \$50.00 minimum charge.
CORRUGATED CARDBOARD - ICI	\$110.00	\$110.00	\$110.00	\$110.00	Not CONTAMINATED and suitably prepared.
ELECTRONIC and ELECTRICAL PRODUCTS (E- WASTE)	\$0.00	\$0.00	\$0.00	\$0.00	Residential quantities.

FRUIT WASTE	\$0.00 up to 500 kg \$60.00 portion above 500 kg	Not Accepted	\$0.00 up to 500 kg \$60.00 portion above 500 kg	Not Accepted	\$5.00 minimum charge for loads greater than 500 kg
FRUIT/GRAIN BY-PRODUCT	\$0.00 up to 500 kg \$60 portion above 500 kg	Not Accepted	\$0.00 up to 500 kg \$60 portion above 500 kg	Not Accepted	\$5.00 minimum charge for loads greater than 500 kg
GLASS CONTAINERS	\$0.00	\$0.00	\$0.00	\$0.00	Clean, empty. Commercial volumes accepted in DESIGNATED LOCATION
GYSPUM BOARD-NEW	\$110.00	\$110.00	\$110.00	\$110.00	\$5.00 minimum charge.
GYSPUM BOARD NON-RECYCLABLE	\$110.00	\$110.00	\$110.00	\$110.00	\$5.00 minimum charge
Lighting (fixtures and bulbs)	\$0.00	\$0.00	\$0.00	\$0.00	Residential quantities accepted.
Mattress or Box Spring	\$10.00 per unit	\$10.00 per unit	\$10.00 per unit	\$10.00 per unit	Any size.
Mercury containing materials (fluorescent tubes, thermostat switches)	\$0.00	\$0.00	\$0.00	\$0.00	Residential quantities (ten fluorescent tubes per load per day) accepted HHW Facility.
METAL METAL DRUMS AND TANKS	\$0.00 up to 500 kg; \$60.00 M/T portion above 500 kg	\$0.00 up to 500 kg; \$60.00 M/T portion above 500 kg	\$0.00 up to 500 kg; \$60.00 M/T portion above 500 kg	\$0.00 up to 500 kg; \$60.00 M/T portion above 500 kg	\$5.00 minimum charge for loads greater than 500 kg. Under 2.4 meters (8 ft.) in length and/or width. Must be suitably prepared
Oil (used motor oil, filters and containers)	\$0.00	Not Accepted	\$0.00	Not Accepted	Residential quantities accepted. HHW Facility. (limit of 20 litres per load per day).
OPERATIONALLY BENEFICIAL	\$0.00	\$0.00	\$0.00	\$0.00	As determined by the MANAGER.
Paint - residential	\$0.00	Not Accepted	\$0.00	Not Accepted	Residential quantities accepted (limit of 20 litres per load per day).
PRESSURIZED TANKS - Large	\$1.00 per unit	\$1.00 per unit	\$1.00 per unit	\$1.00 per unit	4.5 kg (10 lb.) capacity or greater. (limit of 5 units per load per day)
PRESSURIZED TANKS - Small	\$0.00	\$0.00	\$0.00	\$0.00	Less than 4.5 kg (10 lb.) capacity.

PRODUCT STEWARDSHIP MATERIALS	\$0.00	\$0.00	\$0.00	\$0.00	Acceptable PRODUCT STEWARDSHIP MATERIALS and acceptable quantities from within the SERVICE AREA.
REFRIGERATION UNIT (Fridges, Freezers, AC units etc.)	\$0.00 per unit	\$0.00 per unit	\$0.00 per unit	\$0.00 per unit	For removal of OZONE DEPLETING SUBSTANCES. If ODS is removed provide acceptable certification.
RESIDENTIAL HOUSEHOLD HAZARDOUS WASTE	\$0.00	Not Accepted	See Oil, Paint Antifreeze, Lighting	Not Accepted	Residential quantities accepted. Oliver LF accepts only what is listed.
RESIDENTIAL PACKAGING	\$0.00	\$0.00	\$0.00	\$0.00	Not CONTAMINATED.
RESIDENTIAL POLYSTYRENE PACKAGING	\$0.00	Not Accepted	\$0.00	\$0.00 see Charge Information	Not CONTAMINATED.
RESIDENTIAL PLASTIC FILM	\$0.00	Not Accepted	\$0.00	\$0.00	Not CONTAMINATED.
RESIDENTIAL PRINTED PAPER	\$0.00	\$0.00	\$0.00	\$0.00	Not CONTAMINATED.
RESIDENTIAL RECYCLING-UNSORTED	Not accepted	Not accepted	Not accepted	Not accepted	
TAR AND GRAVEL ROOFING	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
TIRE	\$0.00	\$0.00	\$0.00	\$0.00	Maximum 10 per load/day.
TIRE – with rims	\$3.00 per unit	\$3.00 per unit	\$3.00 per unit	\$3.00 per unit	Maximum 10 per load/day.
TIRE-OVERSIZE	\$500.00	\$500.00	\$500.00	\$500.00	Per Metric Tonne
WOOD PRODUCT CONTAMINATED	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
WOOD WASTE	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
WOOD WASTE-TREE STUMP	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
YARD AND GARDEN WASTE	\$0.00 up to 500 kg; \$60.00 portion above 500 kg	\$0.00 up to 500 kg; \$60.00 portion above 500 kg	\$0.00 up to 500 kg; \$60.00 portion above 500 kg	\$0.00 up to 500 kg; \$60.00 above 500 kg	\$5.00 minimum charge for loads greater than 500 kg. Under 2.4 meters (8 ft.) in length

YARD WASTE SMALL DIMENSION	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	No Charge when loads contain only chipped yard waste, grass, and/or leaves.
Compost Sales	For Campbell Mountain Landfill compost sales, contact City of Penticton. Compost site is operated by the City of Penticton.				

1.4 Authorized CONTROLLED WASTE	Campbell Mountain Landfill	Okanagan Falls Landfill	Oliver Landfill	Keremeos Waste Transfer Station	Charge Information Charge per metric tonne per load or as indicated and see 1.0
AGRICULTURAL ORGANIC MATERIAL	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	RDOS approval required. Penalties will apply if not suitably prepared See Section 2.2
AGRICULTURAL PLASTIC	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	-\$0.00 <u>see Charge Information</u> Not Accepted (Accepted at CML or Okanagan Falls)	RDOS approval required. Penalties will apply if not suitably prepared. See Section 2.14
ASBESTOS CONTAINING MATERIALS (ACM)	\$150.00 see Charge Information	Not Accepted	\$150.00 see Charge Information	Not Accepted	RDOS approval required. PROHIBITED WASTE when not suitably contained and DISPOSED of. \$5.00 minimum charge
BULKY WASTE	\$200.00	\$200.00	\$200.00	Not Accepted	\$50.00 minimum charge.
BURNED MATERIALS that have been allowed to cool for no less than a two-week period.	\$200.00	Not Accepted	\$200.00	Not Accepted	RDOS approval required. \$5.00 minimum charge.
BURNED MATERIALS CONTAINING ASBESTOS	\$400.00	Not Accepted	\$400.00	Not Accepted	RDOS approval required. \$5.00 minimum charge.
CARCASSES	\$50.00	Not Accepted	\$50.00	Not Accepted	\$10.00 minimum charge.
CLINICAL/ LABORATORY STERILIZED WASTE	\$200.00	Not Accepted	\$200.00	Not Accepted	\$50.00 minimum charge

Condemned foods	\$200.00	Not Accepted	\$200.00	Not Accepted	RDOS approval required. \$50.00 minimum charge.
Foundry Dust	\$150.00	Not Accepted	\$150.00	Not Accepted	\$50.00 minimum charge
ILLEGALLY DUMPED WASTE	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	RDOS approval required. Regular charges will apply if not RDOS approved prior to DISPOSAL.
INFESTED VEGETATION INVASIVE PLANTS	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	Penalties will apply if not DISPOSED of in DESIGNATED LOCATION.
LEAD-BASED PAINT coated materials	\$60.00 see Charge Information	\$60.00 see Charge Information	\$60.00 see Charge Information	\$60.00 see Charge Information	PROHIBITED WASTE when not suitably DISPOSED of. \$5.00 minimum charge.
PROHIBITED WASTE –authorized	\$500.00	\$500.00	\$500.00	Not Accepted	\$50.00 minimum charge. RDOS approval required.
Sludge and Screenings from municipal sewage treatment plants	\$110.00 see Charge Information	Not Accepted	\$110.00 see Charge Information	Not Accepted	\$50.00 minimum charge. RDOS approval required. If not RDOS approved prior to DISPOSAL a charge of \$200 M/T will apply with a \$50.00 minimum.
SOIL CLEAN	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	RDOS approval required.
SOIL CONTAMINATED	\$50.00	\$50.00	\$50.00	Not Accepted	Soil Relocation Application required.
Soil Relocation Application	\$250.00 per application	\$250.00 per application	\$250.00 per application	Not Applicable	RDOS approval required.
SOIL SMALL VOLUME CONTAMINATED	\$50.00	\$50.00	\$50.00	Not Accepted	RDOS approval required.
WOOD-PRESERVED	\$60.00 see Charge Information	\$60.00 see Charge Information	\$60.00 see Charge Information	\$60.00 see Charge Information	PROHIBITED WASTE when not suitably DISPOSED of. \$5.00 minimum charge.
WOOD WASTE INDUSTRIAL	\$300.00	\$300.00	\$300.00	Not Accepted	\$50.00 minimum charge.
WOOD WASTE- SMALL DIMENSION	\$200.00	\$200.00	\$200.00	Not Accepted	

2.0 - The following charges are in addition to the general charges outlined above in 1.0 to 1.4, shall also apply:

- 2.1 Any REFUSE that is deposited at the ACTIVE FACE or REFUSE BINS, with the exception of DEMOLITION AND RENOVATION MIXED LOAD and CONSTRUCTION MIXED LOAD that contains CONTROLLED WASTE or RECYCLABLE WASTE, shall be charged three times the rate for REFUSE, or three times the highest rate for any material contained in the load, whichever is greater.
- 2.2 Any SOLID WASTE load that is deposited in a DESIGNATED LOCATION and that is CONTAMINATED or does not meet RECYCLABLE specifications shall be charged four times the rate for REFUSE, or four times the highest rate for any material contained in the load, whichever is greater.
- 2.3 DISPOSING of unauthorized PROHIBITED WASTE in a manner contrary to the RDOS approved protocol shall be charged \$500 per tonne with a \$300 minimum charge, or as determined by the MANAGER.
- 2.4 Any MIXED LOAD deposited at the SITE shall be charged at the rate for the component of the load with the highest applicable rate.
- 2.5 The fee for each load of SOLID WASTE that arrives at the SITE that is not properly covered or secured shall be charged double the normal fee set out in this Schedule with a \$10 minimum charge. (See RDOS Waste Management Service Regulatory Bylaw 5.3)
- 2.6 The charge payable under this Schedule shall be paid following the weighing of the empty VEHICLE after the load is DISPOSED and shall be based on the WEIGHT- NET, difference in weight between the WEIGHT - GROSS and the WEIGHT - TARE of the empty VEHICLE.
- 2.7 In the event the weigh scale is not operational, the SITE OFFICIAL shall estimate the weight of each VEHICLE and a fee shall be charged as outlined in this Schedule.
- 2.8 All Agricultural Properties having materials ground or chipped in the SERVICE AREA under the In-Situ Agricultural Chipping Program shall pay a fee as determined by the REGIONAL DISTRICT.
- 2.9 Each offence committed against the current Waste Management Service Regulatory Bylaw shall be deemed a separate and distinct offence and shall be charged double the normal fee with a \$10 minimum charge as set out in this Schedule.
- 2.10 SOLID WASTE verified to have been generated by LOCAL GOVERNMENT IMPROVEMENTS are exempt from TIPPING FEES when prepared and DISPOSED of in a manner approved by the MANAGER, and in accordance with this Bylaw, and the RDOS Waste Management Service Regulatory Bylaw.
- 2.11 Except where indicated in the Fees and Charges Bylaw any SOLID WASTE generated outside the designated Landfill SERVICE AREA that is DISPOSED of at a SITE shall be charged two times the rate for REFUSE, or two times the highest rate for any SOLID WASTE contained in the load, whichever is greater, with a \$20 minimum charge. In addition any penalties within the Fees and Charges Bylaw will apply.
- 2.12 DISPOSAL of SOLID WASTE including but not limited to, AGRICULTURAL PLASTICS, ASBESTOS CONTAINING MATERIAL, BURNED MATERIAL, CONSTRUCTION MIXED LOAD, DEMOLITION AND RENOVATION MIXED LOAD, FRUIT WASTE, FRUIT /GRAIN BY-PRODUCTS is not authorized for DISPOSAL at the Keremeos SITE.

- 2.13 DISPOSAL of SOLID WASTE including but not limited to, ASBESTOS CONTAINING MATERIAL, BURNED MATERIAL, FOOD WASTE, FRUIT WASTE, FRUIT /GRAIN BY-PRODUCTS is not authorized for DISPOSAL at the Okanagan Falls SITE.
- 2.14 The fee for each load of AGRICULTURAL PLASTIC that arrives at the SITE that is not suitably prepared as per RDOS policy shall be charged REFUSE with a \$5.00 minimum charge.
- 2.15 Any SOLID WASTE material over 2.4 metres (8 feet) is charged as BULKY WASTE.
- 2.16 Extra hours to open the Okanagan Falls Landfill are subject to 24 hours notice with a \$150 per hour charge.

Schedule 6 – Parks and Recreation Fees

1.0 - Naramata Parks and Recreation

1.1 Wharf Park			
	1.1.1	Park Rental (no power) daily	\$175
	1.1.2	Park Rental (no power) half day (4 hr max)	\$125
	1.1.3.	Wedding Vows - ceremony	\$75
1.2 Manitou Park			
	1.2.1	Park Rental (No Power) daily	\$175
	1.2.2	Add power (full day)	\$75
	1.2.3	Park Rental (no power) half day (4 hr max)	\$125
	1.2.4	Add power half day	\$50
1.3 Spirit Park			
	1.3.1	Instructed Programs (per series – price not to exceed) Park Rental (no Power) full day	\$175
	1.3.2	Park Rental (no power) half day	\$125
1.4 Recreation Programs			
	1.4.1	Instructed Programs (per series – price not to exceed)	\$175
		1.4.1.1 Drop-in (per session – price not to exceed)	\$15
	1.4.2	Summer Day Camp – daily (price not to exceed)	\$35
	1.4.3	Summer Camp Weekly (price not to exceed)	\$275
	1.4.4	Special Events (price not to exceed)	\$10

2.0 - Okanagan Falls Parks and Recreation

2.1 Kenyon House			
	2.1.1	Kenyon House - Monday to Friday daily	\$75
	2.1.2	Kenyon House - Saturday or Sunday daily	\$125
	2.1.3	Kenyon House - Full Weekend	\$250
2.2 Community Center			
	2.2.1	Full Facility Kitchen Activity Room and Gym - Saturday or Sunday	\$325
	2.2.2	Full Facility Kitchen Activity Room and Gym - Full Weekend	\$450
	2.2.3	Gym or Activity Room - Monday to Friday 3pm to 9pm daily	\$60
	2.2.4	Gym or Activity Room - Weekend Saturday or Sunday daily	\$150
	2.2.5	Gym or Activity Room - Full Weekend (Friday 3pm to Sunday 9pm)	\$250
	2.2.6	Kitchen with Rental of Activity Hall or Gym	\$75
	2.2.7	Children's Birthday Party - 3hr max	\$60-75
	2.2.8	Kitchen Only - Daily	\$100
	2.2.9	Kitchen Only - Full Weekend	\$150
2.3 Zen Center			
	2.3.1	Day Rate	\$60
	2.3.2	Full Weekend	\$100
2.4 Children Programs			
	2.4.1	Drop in rate - floor hockey, game night and Multisport	\$3
	2.4.2	Recreation Programs – per visit	\$3-\$10
	2.4.3	Special Events	\$10-\$20
	2.4.4	Summer Day Camp – daily (price not to exceed)	\$35
	2.4.5	Summer Camp Weekly (price not to exceed)	\$275
2.5 Adult Programs			
	2.5.1	Instructed Programs - Drop in	\$10
	2.5.2	Instructed Programs - 5 Pass Package	\$50
	2.5.3	Instructed Programs - 10 Pass Package	\$75
	2.5.4	Instructed Programs - 20 Pass Package	\$140
	2.5.5	Drop –In Sports	\$3
2.6 Lions			
	2.6.1	Wedding Vows - Ceremonies	\$75
2.7 Keogan			
	2.7.1	Youth / Teen	\$10
	2.7.2	Cricket / Baseball Adult Excusive	\$75

3.0 - Kaleden Parks and Recreation

3.1 Parks			
	3.1.1	Kaleden Hotel day rate (Includes power)	\$400
3.2 Community Hall(rental includes Hall, Bar and Sound System)			
	3.2.1	Day Rate	
		3.2.1.1 Weddings (Saturday am to Sunday am)	\$2,000
		3.2.1.2 Hotel Park and Hall	\$2,300\$415
		3.2.1.3 Meetings and Events (does not include kitchen)	\$615
		3.2.1.4 Meetings and Events (including kitchen)	\$40
		3.2.1.5 Weekdays Youth and Community Clubs	
	3.2.2	Weekend Rate (6 pm Fri to noon Sun – incl kitchen)	
		3.2.2.1 Hall	\$2,400
		3.2.2.2 Hall and park	\$2,700
	3.2.3	3.2.3.1. Hall Hourly Rate	\$50
		3.2.3.2 within Upper Carmi, Heritage Hills, Lakeshore Highlands and Kaleden.	\$100
		3.2.3.3 Kitchen Hourly Rate	\$50
		Kaleden Residents receive a 25% discount on all Rentals	
	3.2.4	Damage Deposit – required	30%
	3.2.5	Sports Rental Rates (2 Hours)	
		3.2.5.1 Drop in Per Person	\$4
		3.2.5.2 Individual Fee paid in advance	\$2.50
		3.2.5.3 Club Fee	\$25
		Kaleden Youth Organized Groups	No Chg
	3.2.6	Discount for Non-Profit Organizations	20%
	3.2.7	Discount for Charitable Fundraising	No Chg
	3.2.8	Groups Providing Community Events	No Chg
3.3 On/Off Premises for Equipment not included in Site Rental			
	3.3.1	Equipment Rental (as listed in Rental Agreement)	\$2 - \$200
)	
	3.3.2	Administration Fee on all Off Premise Rentals	\$40
		3.3.2.1 Weekday	\$60
		3.3.2.2 Weekend	

3.4 Deposit for All Types of Rentals 30%

***Special Requests can be submitted to the Kaleden Recreation Commission ***

3.5 Recreation Programs			
	3.5.1	Adult Drop in rate 10 prepaid	\$4 \$30
	3.5.2	Active Kids Programs – per visit	\$3-\$10
	3.5.3	Special Onetime Events	\$10-\$20
	3.5.4	Instructed Programs - Drop in	\$10
	3.5.5	Fitness / Yoga businesses providing instruction Prepaid (10 pass) - 30% of gross revenue paid to Kal-Rec	\$10-\$15 \$90

4.0 - Similkameen Recreation

4.1 Facility Rentals				
	4.1.1	Bowling lanes (for 3 hours and does include shoe rental)		\$80
	4.1.2	Squash/Racquetball (is included with monthly fitness pass)		\$20/hr
	4.1.3	Racquet Court rental for private classes (yoga, Zumba etc.)		\$20/hr
	4.1.4	Climbing Wall – (time is determined by certified instructor)		\$40
	4.1.5	Ice Rental – per hour		
		4.1.5.1 Youth (Under 18)		\$80
		4.1.5.2 Adult (18 and over)		\$100
	4.1.6	Discounts for (approved) Not for Profit Service Clubs		50%
4.2 Community Pool				
	4.2.1	Single Admission Rates		
		4.2.1.1	Pre-school – 4 and under	Free
		4.2.1.2	Child 5 – 12	\$4
		4.2.1.3	Youth 13 - 17 and Senior (+60)	\$4
		4.2.1.4	Adult 18 - 59	\$4
		4.2.1.5	Family Rate	\$11
		4.2.1.6	10 Flex Pass	\$36
		4.2.1.7	Season Pass (only during public swimming and toonie swim)	
			Family	\$200
			Adult	\$100
			Youth/Senior	\$80
	4.2.2	Red Cross		
		4.2.2.1	Preschool – Level 6	\$55
		4.2.2.2	Level 6 – 10	\$75
	4.2.3	Early Bird Club *changed from 3 days per week to 2 days		115
	4.2.4	Adult Fitness		\$115
	4.2.5	Aquasize		\$115
	4.2.6	Aquasize Combined		\$170
	4.2.7	Pool Rental – per hour		\$80
4.3 Fitness Room				
	4.3.1	Single Admission Rates		
		4.3.1.1	Child 5 – 12	\$3
		4.3.1.2	Youth 13 – 17 and Senior (+60)	\$3
		4.3.1.3	Adult 18 - 59	\$5
	4.3.2	1 Month Pass		
		4.3.2.1	Child 5 - 12	\$30
		4.3.2.2	Youth 13 -17 and Senior (+60)	\$3
		4.3.2.3	Adult 18 - 59	\$40
	4.3.3	3 Month Pass		
		4.3.3.1	Child 5 - 12	\$280
		4.3.3.2	Youth 13 -17 and Senior (+60)	
		4.3.3.3	Adult 18 - 59	
		4.3.3.4	Family	
	4.3.4	6 Month Pass		
		4.3.4.1	Child 5 - 12	\$150
		4.3.4.2	Youth 13 -17 and Senior (+60)	\$150

		4.3.4.3	Adult 18 - 59	\$210
		4.3.4.4	Family	\$417
	4.3.5	1 Year Pass		
		4.3.5.1	Child 5 -12	\$240
		4.3.5.2	Youth 13 -17 and Senior (+60)	\$240
		4.3.5.3	Adult 18 - 59	\$360
		4.3.5.4	Family	\$635
	4.3.6	Lost Card Replacement		
Emergency Organizations (paramedics, fire, police) \$100.00 per year				
4.4 Ice Rink				
	4.4.1	Single Admission Rates		
		4.4.1.1	Pre-school – 4 and under	Free
		4.4.1.2	Child – 5 – 12 years	\$4
		4.4.1.3	Youth 13 -17 and Senior (+60)	\$4
		4.4.1.4	Adult 18 - 59	\$ 5
		4.4.1.5	Parent &/Child Tot	\$6
		4.4.1.6	Family	\$10
		4.4.1.7	10 Flex Pass	\$32
	4.4.2	Learn to Skate		
		4.4.2.1	3 – 6 Years	\$65
		4.4.2.2	7 and up	\$65
	4.4.3	Mite's Hockey –Child 5 – 12 Years old		
	4.4.4	Sticks and Pucks – Child 8 - 12		
	4.4.5	Sticks and Pucks – Youth 13 – 17		
	4.4.6	Sticks and Pucks – Adult 18 and over		
	4.4.7	Skate Rental		\$2.50
4.5 Keremeos Bowling				
	4.5.1	League Bowling		
		4.5.1.1	Adult	\$11.50
		4.5.1.2	Senior	\$11
	4.5.2	Drop- In		
		4.5.2.1	Child 5 -12	\$4
		4.5.2.2	Youth 13 -17 and Senior (+60)	\$4
		4.5.2.3	Adult 18 - 59	\$5
		4.5.2.4	Family	\$10
		4.5.2.5	Fun Bowl	\$9.50
	4.5.3	Shoe Rental		
				\$ 2
4.6	Climbing			
	4.6.1	Pre-school 4 and under (adult must be present)		
	4.6.2	Child 5-12		
	4.6.3	Youth – 5 – 18 years and Senior (+60)		
	4.6.4	Adult 18 - 59		
4.7		Multi Activity drop-in *does not include skate or bowling shoe rental		
	4.7.1	Any two activities		

		4.7.1.1	Pre-school 4 and under	free
		4.7.1.2	Child 5 - 12	\$6
		4.7.1.3	Youth 13 – 17 and Senior (+60)	\$6
		4.7.1.4	Adult 18 – 59	\$8
		4.7.1.5	Family	\$18
	4.7.2	All three activities		
		4.7.1.1	Pre-school 4 and under	free
		4.7.1.2	Child 5 - 12	\$9
		4.7.1.3	Youth 13 – 17 and Senior (+60)	\$9
		4.7.1.4	Adult 18 – 59	\$12
		4.7.1.5	Family	\$27

Note: All Program fees are set at a level sufficient at minimum to cover all instructors, expendable and consumable materials and extraordinary costs.

5.0 - Kobau Park

5.1	Park Rental			
	5.1.1	Weekend Rate		
		5.1.1.1.	Family Reunion	
		5.1.1.2	Ball Tournament	
	5.1.2	Camping		
		5.2.1	Daily per Unit	
5.2	Concession			
	5.2.1	Weekend Rate		\$50
	5.2.2	Damage Deposit (refunded if cleaned)		\$300
5.3	Sports Field Rates			
	5.3.1	Adult League per team		\$300
	5.3.2	Youth League per team		\$100
	5.3.3	Daily		\$50
5.4	Outfield Advertising			
	5.4.1	4x8 Sign		\$200

6.0 - Park and Trails Donations

Standard Amenities (types)	Donation Amount (cost estimate*)
Tree Planting	\$400.00 and up
Bicycle Rack	\$1000.00 and up
Park Bench	\$3000.00 .00and up
Park Table	\$2500.00 and up
Garbage Bins (bear proof)	\$1800.00 and up
Pet Stand Dispenser	\$500.00 and up

*Items costs will be based on furniture standards for the select Park, including the item price, delivery charges, taxes, installation, pad and if applicable, plaque PLUS a 10% maintenance fee.

7.0 - Regional Recreation (PAT visits)

Organization Type	Half-Day (3 hours)	Full-Day (6 hours)
Municipalities/ School Districts	\$150.00	\$250.00
Non- Profit Organizations	\$150.00	\$250.00
Commercial/ for Profit	\$300.00	\$500.00

* Depending on availability

Schedule 7 – Transit Fees

1.0	Local Routes		
	1.1	Single Fare Tickets	\$2.25
	1.2	Sheet of Ten Tickets	\$20.25
	1.3	Day Pass	\$4.50
	1.4	Adult Monthly Pass	\$45.00
	1.5	Student/Senior Monthly Pass	\$35.00
2.0	Regional Routes (Multi-Zone)		
	2.1	Single Fare Tickets	\$4.00
	2.2	Sheet of Ten Tickets	\$36.00
	2.3	Day Pass	\$8.00
	2.4	Adult Monthly Pass	\$60.00
	2.5	Student/Senior Monthly Pass	\$40.00
3.0	Regional Route 70 Kelowna/Penticton (effective September 1, 2019)		
	3.1	Single Fair Ticket	\$5.00
	3.2	Sheet of 10 tickets	\$45.00
	3.3	Day Pass	n/a
	3.4	Adult Monthly Pass	\$100.00
	3.5	Senior/Student Pass	\$85.00

Students enrolled on a full-time basis and persons of the age 65 and over are eligible for the discounted rate, as outlined in the schedule. Discounted rates apply to monthly passes, only.

Fees and charges associated with public transportation fares and service may be waived for the following days: Earth Day (April 22), World Car Free Day (September 22) and federal general election days.

Schedule 8 – Freedom of Information and Protection of Privacy Request Fees

Schedule of Maximum Fees

1. For all applicants:	
(a) for locating and retrieving a record	\$7.50 per ¼ hour or portion thereof after the first 3 hours.
(b) for producing a record manually	\$7.50 per ¼ hour.
(c) for preparing a record for disclosure and handling a record	\$7.50 per ¼ hour.
(d) for shipping copies	actual costs of shipping method chosen by applicant.
(e) for copying records:	
(i) photocopies and computer printouts	\$0.25 per page (8.5 x 11, 8.5 x 14) \$0.30 per page (11 x 17)
(ii) photographs (colour or black & white)	\$5.00 to produce a negative \$12.00 each for 16" x 20" \$9.00 each for 11" x 14" \$4.00 each for 8" x 10" \$3.00 each for 5" x 7"
(iii) compact disc CD or DVD	\$10.00 each
(iv) USB stick	\$15.00 each

Schedule 9 – Street Lighting Bylaw ~~1618, 1995-2025, 2001~~

1.0 Naramata Street Lighting \$6.00 ~~\$15.00~~/yr
per parcel of land of the Naramata Street Lighting Local Service Area

Schedule 10 – Cemetery Fees

1.0 Naramata Cemetery	Bylaw 2816
Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, BC V2A 5J9 Naramata Cemetery located at 3315 Bartlett Road, Naramata, BC.	
1.1 PLOT RESERVATION LICENSE FEES:	
Burial Plot: resident (\$124 allocated to reserve)	\$495
Burial Plot non-resident (\$240 allocated to reserve)	\$660
Cremation Plot: resident (\$42 allocated to reserve)	\$165
Cremation Plot non-resident (\$80 allocated to reserve)	\$220
1.2 INTERMENT OPENING AND CLOSING FEES:	
Burial Plot: 240 cm depth or greater	\$660
Cremation Plot:	\$110
1.3 EXHUMATION OR DISINTERMENT OPENING AND CLOSING FEES:	
Burial Plot:	\$650
Cremation Plot:	\$150
1.4 OPENING OR CLOSING FOR INTERMENT/ EXHUMATION/DISINTERMENT OTHER THAN DURING NORMAL BUSINESS HOURS:	
Fee in addition to that applicable under item 1.2 or 1.3 above for burial plot:	\$220
Fee in addition to that applicable under item 2 or 3 above for cremation plot:	\$220
1.5 ISSUANCE OF LICENSE/PERMIT OTHER THAN DURING NORMAL BUSINESS HOURS, OR LESS THAN 24 HOURS PRIOR TO SCHEDULED INTERMENT:	
Fee in addition to that applicable under item 1, 2 or 4 above:	\$100
1.6 INSTALLATION OF MEMORIAL MARKER:	\$94
(\$10 allocated to reserve)	
1.7 GRAVE LINER:	\$350
1.8 CREMATION URN VAULT:	
Small	\$80
Regular	\$100
Large	\$125

1.9	PICTURE OF INTERRED FOR INTERNET	
	one time charge (optional)	\$50
2.0	TEXT	
	for internment to a maximum of 200 words, (optional)	\$50
2.1	SCATTERING GARDEN	
	Fee for Scattering Garden Plaque (price will depend on market value of bronze when order is placed)	\$200 - \$400
	Fee for Scattering Gardens Care Fund	\$50

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BYLAW NO. 2877, 2020**

A bylaw to set fees and charges for Regional District services and information.

WHEREAS the *Local Government Act* provides that the Board may by bylaw establish fees and charges for various Regional District services and information;

AND WHEREAS in accordance with Section 397 [imposition of fees and charges] and Section 462 [fees related to applications and inspections] of the *Local Government Act*; the Regional Board wishes to establish fees and charges which reflect cost recovery for services and information provided;

NOW THEREFORE, the Board of the Regional District of Okanagan-Similkameen in open meeting assembled enacts as follows:

1 - Citation

- 1.1 This Bylaw shall be cited as the **Regional District of Okanagan-Similkameen Fees and Charges Bylaw No. 2877, 2020**.

2 – Fees and Charges

- 2.1 Wherever this Bylaw sets out fees and charges with respect to other Regional District bylaws and such other bylaws contain similar fees and charges, the Fees and Charges Bylaw shall prevail.
- 2.2 Wherever this Bylaw sets out fees and charges for work done or services provided to land or improvements, the Regional District may recover the costs of undertaking the work in the same manner and with the same remedies as property taxes.
- 2.3 The schedule of fees to be imposed for the provision of goods, services and information as specified in Appendix 'A' Schedules 1 to 10 attached hereto, and forming part of this bylaw, is hereby established.

3 – Effective Date

- 3.1 This bylaw shall come into effect on April 1, 2020.

4 - Repeal

- 4.1 Bylaw No. 2848, 2019 is repealed as of April 1, 2020.

READ A FIRST TIME this 6th day of February, 2020.

READ A SECOND AND THIRD TIME AND ADOPTED BY TWO THIRD VOTE this ___ day of ____, 2020.

RDOS Board Chair

Corporate Officer

Schedule 1 – Corporate Services Fees

1.0 – Document Retrieval Fees

1.1 Photocopies

8.5" x 11"	\$0.25/page
8.5" x 14"	\$0.35/page
11" x 17"	\$0.50/page
24" x 36"	\$2.50/page

- 1.2 Storage device for digital copies
USB stick \$15.00 each
- 1.3 Retrieval of archived files, repealed bylaws or other records not subject to *Freedom of Information and Protection of Privacy Act*, including scanning of the document - \$15.00 per ¼ hour
- 1.4 Shipping of records at cost

2.0 - Finance Fees and Charges

- 2.1 Utility Search Fee – \$20.00

- 2.2 Utility rates will be billed as set out in this bylaw and if remain unpaid after the due date, a percentage addition of ten percent of the amount thereof shall be added on the following working day.

In default of any such owner making any such payment or payments as in such agreement made and provided, the Collector for the Regional District shall add such amount in default to the taxes of such lot or parcel of land on the Collector's Real Property Tax Roll and thereafter such amount shall be deemed to be taxes against the said property and shall be dealt with in the same manner as taxes against the said property would be dealt with under the provisions of the *Local Government Act* and *Community Charter*.

- 2.3 Processing fee for payments returned by the financial institution – \$30.00

2.4 Administration Fees:

The Regional District shall deduct an administration fee of 12% on funds collected by the Regional District on behalf of a member municipality related to sales activity managed by the Regional District

The Regional District shall add an administration fee of 12% on actual costs when invoicing third parties.

3.0 - Mapping

- 3.1 Legal, civic and zoning 1:5,000 scale maps are available to the public in the following formats:
- Hardcopy maps at a price of \$15 per map.
 - Digital format (Adobe PDF) set of maps for price of \$30 per CD.
- 3.2 Cost for miscellaneous hard copy maps in GIS warehouse directory is \$35 per map.
- 3.3 Cost for creation of custom maps is \$80/hr. A minimum charge of \$140 is required with a minimum notice of 15 working days by the applicant.

4.0 - Digital Data

- 4.1 RDOS will provide GIS data available at no charge on the RDOS FTP site as per Item 1.0 of Enterprise Unit Data and Services Policy.

5.0 - GIS Services for Municipalities, Provincial and Federal Government

- 5.1 Access to existing RDOS internet mapping application will be \$3,096 /year.
- 5.2 Specific GIS services as per items 2.2 and 2.3 of Enterprise Unit Data and Services Policy will be available at a cost of \$48.47 /hr for the GIS Assistant, \$59.59/hr for GIS Analyst/Programmer \$88.17 /hr for IS Manager, \$55.71/hr for the Systems Administrator and \$46.70/hr for the IT Technician/Programmer.
- 5.3 GIS Services will be available to the public at a cost of \$ 100/hr with a minimum payment of 2 hours provided the Information Services Manager determines the RDOS has the resources to complete the project.

6.0 - Human Resources Services for Municipalities

- 6.1 Human Resources services will be available to municipalities as per items 3.1 and 3.2 of Enterprise Unit Data and Services Policy. Services will be available at a cost of \$71.19/hr for the HR Manager and \$48.38/hr for HR Coordinator.

7.0 - IT Services for Municipalities

- 7.1 IT services will be available to municipalities as per items 4.1 and 4.2 of the Enterprise Unit Data and Services Policy will be available at a cost of \$55.71 /hr for the Systems Administrator and \$ 46.70/hr for IT Technician/Programmer, \$48.47/hr for the GIS Assistant and \$88.17/hr for the IS Manager.

1.0 - Plan Processing Fee

- 1.1 The fee for plan processing shall be \$150.00 for projects with an estimated construction value less than \$100,000. The fee for plan processing for projects valued over \$100,000.00 shall be \$500.00.

2.0 - Building Permit – to be determined as follows:

- 2.1 \$12.00 for each \$1,000.00 of construction value up to \$500,000.00; \$10.00 for each \$1,000.00 of construction value between \$500,000.01 and \$1,000,000.00; and \$6.00 for each \$1,000.00 of construction value after \$1,000,000.01
- 2.2 The minimum permit fee for a permit, or a series of permits on the same parcel of land, issued at the same time is \$150.00 (with the exception of a permit for a solid fuel-fired appliance).
- 2.2 using Table A-1 for detached single family dwellings, duplex dwellings where one dwelling is not located above the other dwelling and buildings that are accessory to these buildings; or,
- 2.3 using the declared contract value for all construction other than that work included in paragraph 1. above, except that if the declared value is contested by the building official the value will be established using the Marshal & Swift Residential Cost Hand Book or the RS Means Square Foot Costs Handbook.

Table A-1

Proposed <i>construction</i>	Value per square meter	Value per square foot
One storey*	\$1453	\$135
Finished basement	\$538	\$50
Each Additional Storey	\$807	\$75
Renovations	\$538	\$50
Enclosed structure or Garage**	\$430	\$40
Sundeck (no roof)	\$323	\$30
Roof only	\$215	\$20
Unenclosed structure or carport	\$269	\$25
Pool	\$377	\$35

*The fee covers slab on grade, crawlspaces and unfinished basements

**The minimum permit fee for a structure over 55 m² shall be \$300

3.0 - Permit fees for temporary buildings and siting permits \$150.00

4.0 - Permit fees for farm buildings \$250.00

5.0 - Plan Review Fee

- 5.1 Submissions of revised drawings once a zoning or building code review has been completed will result in the following charges:
- | | |
|--|----------|
| a) Projects with a construction value of less than \$100,000 | \$150.00 |
| b) Projects with a construction value more than \$100,000 | \$300.00 |

6.0 - Locating/Relocating a Building

- 6.1 The fee for a permit authorizing the locating or relocating of a building or *structure* including the value of any additions or modifications, shall be calculated at 0.7 of the fees set out in Table A-1.
- 6.2 A modular home or manufactured home installed in accordance with Z-240.10.1, including the value of any additions or modifications shall be calculated at 0.5 of the fees set out in Table A-1.

7.0 - Demolishing a Building or Structure

- 7.1 The fee for a permit authorizing the demolition of a building or structure shall be \$150.00.

8.0 - Plumbing Permits

- 8.1 The permit fee for each plumbing fixture shall be \$10.00 per fixture, when the plumbing permit is issued in conjunction with a building permit, and \$10.00 per fixture plus an administration fee of \$100 when a plumbing permit is issued separately.
- 8.2 The plumbing permit fee may be reduced up to 25% (minimum fee \$150) with submission and approval of plumbing system layout drawings by a TQ certified tradesperson (plumber) for single family new construction and renovation projects.

9.0 - Solid Fuel Burning Devices

- 9.1 The permit fee for the installation of solid fuel burning appliances, fireplaces and chimneys shall be \$100.00 per appliance.

10.0 - Re-inspection Fees

- 10.1 The fee for a re-inspection shall be \$100.00.

11.0 – Health and Safety Inspection

- 11.1 The fee for any inspection to confirm health & safety requirements as set out in the BC Building Code shall be \$100.00.

12.0 - Transfer Fee

- 12.1 The fee for the transfer of a permit as set out in the RDOS Building Bylaw shall be \$100.00.

13.0 - File Searches* and Comfort Letters (*for routinely releasable records only)	
13.1 Retrieval of off site files	\$30.00
13.2 Information recovery from building permit files and property folio files:	
i) first ½ hour of time spent	\$0.00
ii) each additional ¼ hour spent after first ½ hour of time	\$15.00
13.3 USB stick (for digital copies)	\$15.00
13.4 The fee for comfort letters shall be \$100.00 per property to determine building bylaw compliance.	
14.0 - Removal of Notice on Title	
14.1 Deficiency Inspection Permit and subsequent removal of Notice on Title (no lawyer involvement)	\$1000.00
14.2 Notice on Title (lawyer involved)	\$1500.00
14.3 Each deficiency re-inspection	\$100.00
15.0 - Permit Extension Fee	
15.1 The fee for permit extension shall be \$100.00	
16.0 – Completion Permit	\$250.00
17.0 – Special Inspections	\$100/hr
18.0 – Alternative Solution	\$500.00
19.0 - Legal Documents	
16.1 Title search	\$25.00
16.2 Covenants, Right of Ways, Easements, Plans and similar documents:	actual cost of document (minimum \$25.00)
20.0 - Covenants	
17.1 Preparation of a Covenant	\$500.00
17.2 Covenant Discharge	\$250.00

Schedule 3 – Planning and Development Fees

1.0 - Official Community Plan (OCP) amendment

1.1	Application fee	\$1,000.00
1.2	Joint Zoning Bylaw Amendment fee	\$1,500.00
	plus: i) per dwelling unit and/or parcel in excess of four (4)	\$25.00

2.0 - Zoning Bylaw or Land Use Contract (LUC) amendment

2.1	Application fee	\$1,000.00
	plus: i) per dwelling unit and/or parcel in excess of four (4)	\$25.00

3.0 - Temporary Use Permit

3.1	Application fee	\$700.00
3.2	Renewal fee	\$350.00

4.0 - Development Permit

4.1	Application fee:	
	i) Delegated Development Permit	\$300.00
	ii) Non-Delegated Development Permit	\$600.00
	iii) Expedited Development Permit	\$150.00
4.2	Amendment to a Permit fee:	
	i) Delegated Development Permit	\$300.00
	ii) Non-Delegated Development Permit	\$300.00
	iii) Expedited Development Permit	\$150.00
4.3	Miscellaneous fees:	
	i) Cancelling a Development Permit on title	\$200.00

5.0 - Development Variance Permit

5.1	Application fee	\$400.00
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6.0 - Subdivisions (Bylaw 2000)

6.1	Referral Review Fee (fee simple or strata parcels)	
	i) base fee	\$400.00
	plus ii) each additional parcel to be created	\$500.00/parcel
6.2	Referral Review Fee (boundary adjustment)	
	i) base fee	\$600.00
	plus ii) each additional parcel to be adjustment in excess of two (2)	\$100.00/parcel
6.3	Referral Review Fee (plan revisions)	
	i) base fee	\$ 150.00
	plus ii) any additional parcel to be created that has not previously been reviewed	\$ 500.00/parcel
6.4	Referral Review Fee (road closure)	
	i) base fee	\$400.00
6.5	Application Extension	\$150.00
6.6	Infrastructure Review and Inspection Fees	
	i) 3.5%, to a minimum of \$500.00, of the total cost of "on-site" and "off-site" works that the Regional District will assume operations and ownership over once the subdivision or development is completed.	
	NOTE: for the purposes of calculating 3.5% of works, consulting engineering design fees are not included in the fee calculation. It is incumbent on the developer to provide actual construction costs for the Regional District approval.	
	All fees shall be paid to the Regional District prior to final support of the subdivision referral being provided to the Ministry of Transportation and Infrastructure (MoTI) or final occupancy of a building permit for the development.	

7.0 - Board of Variance Appeal

7.1	Application fee	\$ 500.00
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8.0 - Floodplain Exemption

8.1	Application fee	\$ 400.00
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9.0 - Strata Title Conversion

9.1	Application fee	\$ 150.00
	plus: i) for each additional unit	\$150.00

10. - Campsite Permit (Bylaw 713)

10.1	Application fee	\$ 150.00
	plus: i) for each camping space	\$15.00
10.2	Renewal fee	\$ 150.00

11.0 - Mobile Home Park Permit (Bylaw 2597)	
11.1 Application fee	\$ 150.00
plus: i) for each mobile home space	\$30.00
11.2 Renewal fee	\$ 150.00
12.0 - Applications to the Agriculture Land Commission	
12.1 Application fee	\$1500.00
13.0 - Liquor and Cannabis Regulation Branch (LCRB) Referrals	
13.1 Application Fee – Liquor License	\$100.00
13.2 Application Fee – Cannabis License	\$1,000.00
14.0 - File Searches (for routinely releasable records only)	
14.1 Retrieval of off-site files	\$30.00
14.2 Information recovery from a property folio:	
i) first ½ hour of time spent	\$0.00
ii) each additional ¼ hour spent after first ½ hour of time	\$15.00
15.0 - Legal Documents	
15.1 Documents from Land Titles Office and BC Registries and Online Services:	
i) State of Title	\$25.00
ii) Covenants, Right of Ways, Easements, Plans and similar documents:	actual cost of document (minimum \$25.00)
16.0 - Covenants	
16.1 Discharge of a Statutory Covenant	\$250.00
16.2 Preparation or Amendment of a Statutory Covenant	\$500.00
17.0 - Comfort Letters	
17.1 "Comfort Letter" for compliance with bylaws or zoning	\$100.00
18.0 - Letter of Concurrence for Communication Towers	\$400.00

NOTE: The number of dwelling units and/or parcels referred to at Sections 1.2 and 2.1 shall be determined by either using the maximum density of dwelling units permitted per hectare of land in the proposed zone or designation, or by dividing the area of the land proposed to be re-designated or zoned by the minimum parcel size requirement of the proposed zone or designation, whichever yields the greatest number.

Schedule 4 – Bylaw Enforcement Fees

1.0 - Animal Control Fees – Dog Control Bylaw No. 2671, 2017

- | | |
|--|-----------------------------------|
| 1.1. Impoundment Fees – Dogs (other than Dangerous Dogs) | |
| · first impoundment in any calendar year | \$50.00 |
| · second impoundment in any calendar year | \$100.00 |
| · third impoundment in any calendar year | \$250.00 |
| · each subsequent impoundment in any calendar year | \$500.00 |
| 1.2 Impoundment Fees – Dangerous Dogs | |
| · each impoundment | \$1,000.00 |
| 1.3 Maintenance Fees | |
| · each twenty-four (24) hour period, or part thereof | \$20.00 |
| · Dangerous Dog | \$30.00 |
| 1.4 Veterinary Costs Incurred | costs as invoiced by Veterinarian |

2.0 - Dog Licensing Fees:

- | | |
|--|-----------|
| 2.1 Intact Males and Non Spayed Females | \$50.00 |
| Spayed Females and Neutered Males | \$20.00 |
| Certified Guide or Assistance Dog | no charge |
| 2.2 notwithstanding 2.1, the licence fee for a dog that has reached 24 weeks in the same licencing year shall be prorated to a minimum amount of \$5.00 | |
| 2.3 Where an owner presents proof that a dog was spayed or neutered in the same calendar year as the dog licence, the difference in licence fee shall be reimbursed for that calendar year, provided that the reimbursement is requested within the same calendar year as the licence. | |

3.0 - Replacement of Lost, Destroyed or Mutilated Tags:

- | | |
|---|--------|
| 3.1 replacement of any lost, destroyed or mutilated tag | \$5.00 |
|---|--------|

4.0 - Burning Permit Fees

- | | |
|--|-----------------------|
| 4.1 Open Air Burning Permit (valid for one year) | Bylaw 2364
\$30.00 |
|--|-----------------------|

5.0 - Recovery of Collection Fees For Fines

- | | |
|--|---------------------------|
| 5.1 To recover costs during collection process | Bylaw 2507
as incurred |
|--|---------------------------|

Schedule 5 – Public Works and Engineering Services Fees

Section 1 - Development Fees

1.0 - Water Meter Vault, Appurtenances and Installation Fees

- 1.1 For all newly created lots a fee will be paid at time of subdivision for each lot that lies within a Water Service Area owned and operated by the Regional District as follows:

1.1.1	¾ to 1 ½ inch Service	\$1,500/lot
1.1.2	2 inch Service	\$2,000/lot
1.1.3	4 inch Service	\$3,000/lot

The fee includes the cost for the water meter and meter installation.

- 1.2 The fees in 1.1 may also apply to zoning amendment applications.

Section 2 - Development Cost Charges & Capital Expenditure Fees

1.0 - Okanagan Falls Sewer Development Cost Charges

Bylaw 2486

1.1	Single detached dwelling per lot/per dwelling unit	\$9,500.00
1.2	Duplex per dwelling unit	\$9,500.00
1.3	Townhouse per dwelling unit	\$6,800.00
1.4	Apartment per dwelling unit	\$6,800.00
1.5	Commercial per m ² gross floor area	\$30.00
1.6	Industrial per m ² gross floor area	\$30.00
1.7	Institutional per m ² gross floor area	\$27.00

2.0 - Naramata Water System Development Cost Charges and Capital Expenditure Charges

**Bylaw 1804
NID Bylaw 443**

2.1	Development Cost Charges Zone A	
2.1.1	Single Family Residential at Subdivision	\$5,700/parcel
2.1.2	Multi Family Residential at Building Permit	\$5,700/dwelling
2.2	Capital Expenditure Charges – Zone A, B & C	
2.2.1	Single Family Residential	\$5,700/service
2.2.2	Multi-Family Residential	\$5,700/lot
2.2.3	Cottage	\$5,700/service

3.0 - Olalla Water System Capital Expenditure Charges

OID Bylaw 32

3.1	Mobile Home Capital Expenditure Charge	\$1,000/unit
3.2	Capital Expenditure Charge	\$800/parcel

4.0 - Faulder Community Water System Development Cost Charges

Bylaw 1894

4.1	Single Family Residential	\$4,200/parcel
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5.0 - West Bench Water System Capital Expenditure Charge
5.1 Capital Expenditure Charge

WBID Bylaw 101
\$3,000/parcel

6.0 - Sun Valley Water
6.1 Capital Expenditure Charge Subdivision

SVID Bylaw 14
\$1,000/Lot

Schedule 5 – Public Works and Engineering Services Fees

Section 3 – Water System Fees – See Regulatory Bylaw 2824.2019

Note: Where two or more types of uses are made of a single property or building, multiples or combinations of the user rate shall be determined by the RDOS, acting reasonably. In the case of a residence accompanying a commercial use, the applicable rate shall be the higher of the two rates but not both.

1.0 - Naramata Water System

CATEGORY	Unit of Charge	\$/Unit
ANNUAL BASE FEES – ONE of the following will apply to each parcel		
1.1 Basic User Fee - Residential	Per dwelling	\$1,059
1.2 Basic User Fee – Multi-Dwelling Unit	Per unit	\$909
1.3 Basic User Fee – Vacant Lot or Frontage Fee	Per parcel	\$182
1.4 Parcel User Fee – Non-Residential	Per parcel	\$149
IRRIGATION – Applies to all properties larger than 0.25 Acre and/or all those with a separate Irrigation Connection		
1.5 Residential Acreage [0.25 acre included in BASE FEE and not used in this calculation]	Per Acre	\$295
1.6 Irrigation Connections		
1.6.1 Three quarter inch (3/4")	Per connection	\$92
1.6.2 One Inch (1")	Per connection	\$92
1.6.3 One and One Quarter Inch (1 1/4")	Per connection	\$92
1.6.4 One and One Half Inch (1 1/2")	Per connection	\$92
1.6.5 Two Inches (2")	Per connection	\$92
1.7 Irrigation Acreage	Per Acre	\$281
In addition to the applicable ANNUAL BASE FEES the following fees apply:		
1.8 Guest Cottages, Summer Cabin, Pickers Cabin	Per unit	\$182
1.9 Secondary Suites or Carriage House or Cabin	Per unit	\$909
1.10 Motel, Hotel or Resort	Per unit	\$161
1.11 Bed and Breakfast	Per establishment	\$321
1.12 Campground	Per parcel	\$844
1.13 Bunkhouse	Per building	\$372
1.14 Service Station or Garage, Retail Store, Office, Personal Service Establishment	Per business	\$219
1.15 Eating and Drinking Establishment	Per business	\$436
1.16 Food and Beverage Processing (Winery)	Per business	\$436
OTHER USER CATEGORY (Annual Base Fee does not apply)		
1.17 Educational Facility	Per school	\$4,895
1.18 Naramata Centre	Each	\$11,130

2.0 - Olalla Water System

CATEGORY	Unit of Charge	\$/Unit
2.1 Basic User Fee - Residential	Per dwelling	\$468.34
2.2 Basic User Fee – Multi-Dwelling Unit	Per dwelling	\$468.34
2.3 Basic User Fee – Mobile Home (inside or outside of a Mobile Home Park)	Per dwelling	\$468.34
2.4 Commercial	Per business	\$473.91

2.5 Frontage Fee or Vacant Lot	Per Parcel	\$182.00
2.6 Recreational Vehicle Park	Per Unit	\$468.34
2.7 Accessory Dwelling	Per dwelling	\$468.34
2.8 Additional Water Service Connections	Per Unit	\$468.34
2.9 Secondary Suite	Per Unit	\$245.85

3.0 - Faulder Water System by taxation

4.0 - West Bench Water System

CATEGORY	BASE RATE ANNUALLY	METERED CONSUMPTION USAGE
4.1 Water – Basic User Fee	761.64	plus 0.389 /cubic meter
4.2 Water - Vacant Lot or Frontage Fee	709.62	unmetered
4.3 Water – Basic User Fee MultiDwelling per Unit	761.64	plus 0.389 /cubic meter
4.4 Water - Park	761.64	plus 0.389 /cubic meter
4.5 Water – Educational Facility	761.64	plus 0.389 /cubic meter
4.6 Water - Agriculture	761.64	plus 0.195 /cubic meter
4.7 Water - Commercial	761.64	plus 0.389 /cubic meter
4.8 Water - Utility	728.40	unmetered

- 4.9 Water – WBID Loan Payment (Debt ends 2023) \$23.25 quarter/parcel
- 4.10 Water – Reserve Fund \$28.75 quarter/parcel

5.0 - Gallagher Lake Water System

	Type of Use	Unit of Charge	Annual Rates
5.1.1	Residential		
5.1.1.1	Basic User Fee – Residential or Mobile Home	Per dwelling	\$679
5.1.1.3	Secondary Suite, or Cabin	Per unit	\$258
5.1.2	Commercial		
5.1.2.1	Office, Personal Service Establishment, Retail Store	per unit	\$300
5.1.2.2	Motel or Hotel	per room	\$226
5.1.2.3	Campground	per site	\$80
5.1.2.4	Eating and Drinking Establishment (Restaurant, Beverage Room, or Distillery)	less than 25 seats	\$653
		25 to 49 seats	\$969
		each additional 25 seats or increment	\$323
5.1.2.11	Community Hall	per unit	\$2,139

Where two or more types of uses are made of a single property or building, multiples or combinations of the user rate shall be determined by the RDOS, acting reasonably. In the case of a residence accompanying a commercial use, the applicable rate shall be the higher of the two rates but not both.

The rate for churches and halls is only intended where the premises are used for holding regular meetings. Where other uses are made of the building the appropriate user rates shall also apply.

5.2 Metered Rates

All consumption shall be charged at the rate of \$0.57 per cubic metre.

6.0 - Willowbrook Water System

	Type of Use	Unit of Charge	Annual Rates
6.1	Basic User Fee	Dwelling Unit	\$1,207
6.2	Vacant Lot or Frontage Fee	Per Parcel	\$724
6.3	Accessory Dwelling	Dwelling Unit	\$905
6.4	Community Riding Arena	Per Parcel	\$50

7.0 - Sun Valley Water System

7.1 Basic User Fee per Parcel includes a 6 gallon per minute water allotment (Grade A)		\$1,575
7.2 In addition to the Basic User Fee with the exception of Grade I		
Grade A1	Shall comprise of every parcel of land with a 3 gallon per minute dole valve.	\$146
Grade B	Shall comprise of every parcel of land with a 12 gallon per minute dole valve.	\$583
Grade C	Shall comprise of every parcel of land with an 18 gallon per minute dole valve.	\$874
Grade D	Shall comprise of every parcel of land with a 24 gallon per minute dole valve.	\$1,166
Grade E	Shall comprise of every parcel with a 30 gallon per minute dole valve.	\$1,456
Grade F	Shall comprise of every parcel of land with a 36 gallon per minute dole valve.	\$1,747
Grade G	Shall comprise of every parcel of land with a 39 gallon per minute dole valve.	\$1,894
Grade H 1	Shall comprise of every parcel of land with a 175 gallon per minute dole valve.	\$8,508
Grade H 2	Shall comprise of every parcel of land with a 120 gallon per minute dole valve.	\$5,835
Grade I	Shall comprise of every parcel of land to which water cannot be supplied.	\$194
7.3 Out of Season Irrigation	1.25/day x gpm delivered per dole valve	\$105

8.0 - Missezula Lake Water System

Per Property Parcel		\$644
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9.0 - General Water Services

9.0	Temporary Water Use Permit Fee (Hydrant Use)	\$50 / day
9.1	Temporary Water Use Permit – Backflow Prevention	\$50 / day
9.2	Deposit for Temporary Water use Permit (Hydrant Use)	\$500 / rental
9.3	Connection Charge	\$350 / each
9.4	Inspection and Administration Fee	\$100 / each
9.5	Water Turn-On and/or Fee	\$50
9.6	Valve Turn Request	\$50

Schedule 5 – Public Works and Engineering Services Fees

Section 4 – Sewer System Fees

1.0 Okanagan Falls Sewer User Rates

The following rates do not apply if the owner is in possession of a Sewer Use Contract of Section 14 of the Okanagan Falls Special Service Area Sewerage Regulation Bylaw.

Category	Annual Billing Rate
Single Family Dwelling/Townhouse/Duplex	\$879
Apartment per unit	\$747
Mobile home park/per unit	\$791
Motel/Hotel per unit	\$352
Restaurant/Lounge/Pub	\$2,637
School per classroom	\$791
Church, Library, Community Hall & Drop-in Centres	\$ 967
Small Business, office building (20 employees or less)	\$967
Larger Business, office building (greater than 20 employees)	\$2,021
Supermarket	\$2,548
Service Station	\$1,582
Industrial/Commercial (20 employees or less)	\$1,055
Industrial/Commercial (20 to 50 employees)	\$2,021
Industrial/Commercial (greater than 50 employees)	\$2,637
Coin operated car wash	\$5,273
Laundromat (per washing machines)	\$703
Campground/Washroom per site	\$352
Shower/washroom	\$352

2.0 Gallagher Lake Sewer System

2.1. Flat Rates

	Type of Use	Unit of Charge	Annual Rates
2.1.1	Residential		
2.1.1.1	Basic User Fee - Residential	Per dwelling	\$435
2.1.1.2	Secondary Suite or Cabin	dwelling unit	\$167
2.1.2	Commercial		
2.1.2.1	Office, Personal Service Establishment, Retail Store	per unit	\$435
2.1.2.2	Motel or Hotel	per room	\$320
2.1.2.3	Campground	per site	\$56
2.1.2.4	Eating and Drinking Establishment less than 25 seats	per unit	\$796
		25 to 49 seats	\$1,190
		for each additional 25 seats or increment	\$397
2.1.2.5	Community Hall	per unit	\$2,183

Where two or more types of uses are made of a single property or building, multiples or combinations of the user rate shall be determined by the RDOS, acting reasonably. In the case of a residence accompanying a commercial use, the applicable rate shall be the higher of the two rates but not both.

The user rate for churches and halls is only intended where the premises are used for holding regular meetings. Where other types of uses are made of the building the appropriate user rates shall also apply.

2.2 Metered Rates

Where sewer flows for a particular property or use are determined, by the RDOS or designate, to be in excess of the recoverable flat rate, the property in question will be invoiced based on one of the following:

- 2.2.1 Sewer users with an effluent or sewage flow meter shall be charged at the rate of \$0.78 per cubic metre of measured effluent.
- 2.2.2 For metered water users without effluent flow meters, the charge for use of the sewage system shall be calculated as 80% of the recorded volume of metered water used times a rate of \$0.78 per cubic metre.

3.0	General Sewer Services	
3.1	Connection Charge	\$350
3.2	Inspection & Administration Fee	\$100/each

Schedule 5 – Public Works and Engineering Services Fees

Section 5 Apex Mountain Waste Transfer Station Service Fees

Fees for improved residential premises and non-residential premises as set out in the RDOS Apex Mountain Waste Transfer Station Regulation Bylaw by defined service area:

5.1	Residential dwelling unit as defined by Kaleden-Apex Southwest Sector Zoning Bylaw 2457, 2008	\$110 per unit per year
5.2	Apex Mountain Ski Resort Commercial Properties including the ski resort operation and all businesses under lease from Apex Mountain Ski Resort based on 7.1% of total annual costs	\$10,887 per year
5.3	Nickel Plate Nordic Ski Centre	\$200 per year

Schedule 5 – Public Works and Engineering Services Fees

Section 6 Curbside Solid Waste Collection and Drop-Off Service Fees

Fees for improved residential premises and non-residential premises as set out in the RDOS Solid Waste Collection and Drop-Off Service Regulation Bylaw to receive waste collection service by defined service area:

6.1	Electoral Area "A".	\$132 per premise per year
6.2	Electoral Area "B".	\$133 per premise per year
6.3	Electoral Area "C".	\$146 per premise per year
6.4	Participating areas of Electoral Area "D" and Electoral Area "I" excluding Upper Carmi, Heritage Hills, Lakeshore Highlands and Kaleden.	\$135 per premise per year
6.5	Participating areas of Electoral Area "D" and Electoral Area "I" within Upper Carmi, Heritage Hills, Lakeshore Highlands and Kaleden.	\$155 per premise per year
6.6	Participating areas of Electoral Areas "E".	\$155 per premise per year
6.7	Participating areas of Electoral Area "F".	\$155 per premise per year
6.8	Electoral Area "G".	\$162 per premise per year
6.9	Village of Keremeos.	\$125 per premise per year
6.10	Tag-a-Bag as defined by the RDOS Solid Waste Collection and Drop-Off Service Regulation Bylaw	\$1.50 each
6.11	Properties that have active commercial bin collection of refuse located on the property in question that request residential collection of recycled materials only	\$45.00 per premise per year.

Schedule 5 – Public Works and Engineering Services Fees

Section 7- Sanitary Landfills

1.0 Campbell Mountain, Okanagan Falls, Oliver Landfills and Keremeos Waste Transfer Station. The general TIPPING FEE is per metric tonne per load, or when stated per unit, when each SOLID WASTE is SOURCE SEPARATED, not CONTAMINATED and DISPOSED in the DESIGNATED LOCATION.

Capitalization of **an entire** word indicates that it is defined in the Waste Management Service Regulatory Bylaw No. 2796. TIPPING FEE charges that are in addition to the general TIPPING FEE are listed in Section 1.1 to 1.4 are identified in 2.0.

The REGIONAL DISTRICT retains the right to deny acceptance or to limit the volume and frequency of any SOLID WASTE delivered to the SITE due to safety, operational, CONTAMINATION or other considerations.

1.1 REFUSE	Campbell Mountain Landfill	Okanagan Falls Landfill	Oliver Landfill	Keremeos Waste Transfer Station	Charge Information Charge per metric tonne per load and see 1.0
REFUSE	\$110.00	\$110.00 Must not contain items listed in Section 2.13.	\$110.00	\$110.00 Must not contain items listed in Section 2.12	\$5.00 minimum charge. Okanagan Falls Landfill cannot accept FOOD WASTE.

1.2 DEMOLITION, RENOVATION, CONSTRUCTION MIXED LOAD SOLID WASTE	Campbell Mountain Landfill	Okanagan Falls Landfill	Oliver Landfill	Keremeos Waste Transfer Station	Charge Information Charge per metric tonne per load and see 1.0
ASSESSED DEMOLITION AND RENOVATION MIXED LOAD	\$500.00	\$110.00	\$500.00	Not Accepted	RDOS approval form required. \$25.00 minimum charge.
NON-SERVICE AREA ASSESSED DEMOLITION AND RENOVATION MIXED LOAD and CONSTRUCTION NEW MIXED LOAD	Not Accepted	\$135.00	Not Accepted	Not Accepted	RDOS approval form required. Materials generated outside the SERVICE AREA of a SITE.
NON-ASSESSED DEMOLITION AND RENOVATION MIXED LOAD	\$700.00	\$500.00	\$700.00	Not Accepted	\$50.00 minimum charge.

CONSTRUCTION NEW MIXED LOAD	\$700.00	\$110.00	\$700.00	Not Accepted	RDOS approval form required. \$25.00 minimum charge.
CONSTRUCTION REFUSE	\$110.00	\$110.00	\$110.00	\$110.00	\$5.00 minimum charge.

1.3 RECYCLABLES (see Charge Information with each SOLID WASTE)	Campbell Mountain Landfill	Okanagan Falls Landfill	Oliver Landfill	Keremeos Waste Transfer Station	Charge Information Charge per metric tonne per load, or as stated per unit, and see 1.0
Alarms (smoke, CO detectors)	\$0.00	\$0.00	\$0.00	\$0.00	Residential quantities accepted.
Antifreeze (liquid & containers)	\$0.00	Not Accepted	\$0.00	Not Accepted	Residential quantities accepted.
ASPHALT SHINGLES	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
BATTERIES LEAD- ACID, BATTERIES - HOUSEHOLD	\$0.00	\$0.00	\$0.00	\$0.00	Lead acid, Household.
CONCRETE ASPHALT CERAMIC FIXTURES and Ceramic Tile MASONRY ROCKS (40cm and under 40cm in any dimesion)	\$20.00	\$20.00	\$20.00	\$20.00	\$5.00 minimum charge. CONCRETE, ASPHALT, CERAMIC FIXTURES, Ceramic Tile and MASONRY, including ROCKS 40 cm and under 40cm in any dimension, may be received combined in same load.
CONCRETE BULKY (including ROCKS over 40 cm in any dimension)	\$60.00	\$60.00	\$60.00	Not Accepted	Means CONCRETE measuring greater than 1 m. in any dimension and/or where large amounts of metal are protruding greater than 15 cm. ROCKS over 40 cm in any dimension may be received combined in same load. \$50.00 minimum charge.
CORRUGATED CARDBOARD - ICI	\$110.00	\$110.00	\$110.00	\$110.00	Not CONTAMINATED and suitably prepared.
ELECTRONIC and ELECTRICAL PRODUCTS (E- WASTE)	\$0.00	\$0.00	\$0.00	\$0.00	Residential quantities.

FRUIT WASTE	\$0.00 up to 500 kg \$60.00 portion above 500 kg	Not Accepted	\$0.00 up to 500 kg \$60.00 portion above 500 kg	Not Accepted	\$5.00 minimum charge for loads greater than 500 kg
FRUIT/GRAIN BY-PRODUCT	\$0.00 up to 500 kg \$60 portion above 500 kg	Not Accepted	\$0.00 up to 500 kg \$60 portion above 500 kg	Not Accepted	\$5.00 minimum charge for loads greater than 500 kg
GLASS CONTAINERS	\$0.00	\$0.00	\$0.00	\$0.00	Clean, empty. Commercial volumes accepted in DESIGNATED LOCATION
GYSPUM BOARD-NEW	\$110.00	\$110.00	\$110.00	\$110.00	\$5.00 minimum charge.
GYSPUM BOARD NON-RECYCLABLE	\$110.00	\$110.00	\$110.00	\$110.00	\$5.00 minimum charge
Lighting (fixtures and bulbs)	\$0.00	\$0.00	\$0.00	\$0.00	Residential quantities accepted.
Mattress or Box Spring	\$10.00 per unit	\$10.00 per unit	\$10.00 per unit	\$10.00 per unit	Any size.
Mercury containing materials (fluorescent tubes, thermostat switches)	\$0.00	\$0.00	\$0.00	\$0.00	Residential quantities (ten fluorescent tubes per load per day) accepted HHW Facility.
METAL METAL DRUMS AND TANKS	\$0.00 up to 500 kg; \$60.00 M/T portion above 500 kg	\$0.00 up to 500 kg; \$60.00 M/T portion above 500 kg	\$0.00 up to 500 kg; \$60.00 M/T portion above 500 kg	\$0.00 up to 500 kg; \$60.00 M/T portion above 500 kg	\$5.00 minimum charge for loads greater than 500 kg. Under 2.4 meters (8 ft.) in length and/or width. Must be suitably prepared
Oil (used motor oil, filters and containers)	\$0.00	Not Accepted	\$0.00	Not Accepted	Residential quantities accepted. HHW Facility. (limit of 20 litres per load per day).
OPERATIONALLY BENEFICIAL	\$0.00	\$0.00	\$0.00	\$0.00	As determined by the MANAGER.
Paint - residential	\$0.00	Not Accepted	\$0.00	Not Accepted	Residential quantities accepted (limit of 20 litres per load per day).
PRESSURIZED TANKS - Large	\$1.00 per unit	\$1.00 per unit	\$1.00 per unit	\$1.00 per unit	4.5 kg (10 lb.) capacity or greater. (limit of 5 units per load per day)
PRESSURIZED TANKS - Small	\$0.00	\$0.00	\$0.00	\$0.00	Less than 4.5 kg (10 lb.) capacity.

PRODUCT STEWARDSHIP MATERIALS	\$0.00	\$0.00	\$0.00	\$0.00	Acceptable PRODUCT STEWARDSHIP MATERIALS and acceptable quantities from within the SERVICE AREA.
REFRIGERATION UNIT (Fridges, Freezers, AC units etc.)	\$0.00 per unit	\$0.00 per unit	\$0.00 per unit	\$0.00 per unit	For removal of OZONE DEPLETING SUBSTANCES. If ODS is removed provide acceptable certification.
RESIDENTIAL HOUSEHOLD HAZARDOUS WASTE	\$0.00	Not Accepted	See Oil, Paint Antifreeze, Lighting	Not Accepted	Residential quantities accepted. Oliver LF accepts only what is listed.
RESIDENTIAL PACKAGING	\$0.00	\$0.00	\$0.00	\$0.00	Not CONTAMINATED.
RESIDENTIAL POLYSTYRENE PACKAGING	\$0.00	Not Accepted	\$0.00	\$0.00 see Charge Information	Not CONTAMINATED.
RESIDENTIAL PLASTIC FILM	\$0.00	Not Accepted	\$0.00	\$0.00	Not CONTAMINATED.
RESIDENTIAL PRINTED PAPER	\$0.00	\$0.00	\$0.00	\$0.00	Not CONTAMINATED.
RESIDENTIAL RECYCLING-UNSORTED	Not accepted	Not accepted	Not accepted	Not accepted	
TAR AND GRAVEL ROOFING	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
TIRE	\$0.00	\$0.00	\$0.00	\$0.00	Maximum 10 per load/day.
TIRE – with rims	\$3.00 per unit	\$3.00 per unit	\$3.00 per unit	\$3.00 per unit	Maximum 10 per load/day.
TIRE-OVERSIZE	\$500.00	\$500.00	\$500.00	\$500.00	Per Metric Tonne
WOOD PRODUCT CONTAMINATED	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
WOOD WASTE	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
WOOD WASTE-TREE STUMP	\$60.00	\$60.00	\$60.00	\$60.00	\$5.00 minimum charge.
YARD AND GARDEN WASTE	\$0.00 up to 500 kg; \$60.00 portion above 500 kg	\$0.00 up to 500 kg; \$60.00 portion above 500 kg	\$0.00 up to 500 kg; \$60.00 portion above 500 kg	\$0.00 up to 500 kg; \$60.00 above 500 kg	\$5.00 minimum charge for loads greater than 500 kg. Under 2.4 meters (8 ft.) in length

YARD WASTE SMALL DIMENSION	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	No Charge when loads contain only chipped yard waste, grass, and/or leaves.
Compost Sales	For Campbell Mountain Landfill compost sales, contact City of Penticton. Compost site is operated by the City of Penticton.				

1.4 Authorized CONTROLLED WASTE	Campbell Mountain Landfill	Okanagan Falls Landfill	Oliver Landfill	Keremeos Waste Transfer Station	Charge Information Charge per metric tonne per load or as indicated and see 1.0
AGRICULTURAL ORGANIC MATERIAL	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	RDOS approval required. Penalties will apply if not suitably prepared See Section 2.2
AGRICULTURAL PLASTIC	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	RDOS approval required. Penalties will apply if not suitably prepared. See Section 2.14
ASBESTOS CONTAINING MATERIALS (ACM)	\$150.00 see Charge Information	Not Accepted	\$150.00 see Charge Information	Not Accepted	RDOS approval required. PROHIBITED WASTE when not suitably contained and DISPOSED of. \$5.00 minimum charge
BULKY WASTE	\$200.00	\$200.00	\$200.00	Not Accepted	\$50.00 minimum charge.
BURNED MATERIALs that have been allowed to cool for no less than a two-week period.	\$200.00	Not Accepted	\$200.00	Not Accepted	RDOS approval required. \$5.00 minimum charge.
BURNED MATERIALS CONTAINING ASBESTOS	\$400.00	Not Accepted	\$400.00	Not Accepted	RDOS approval required. \$5.00 minimum charge.
CARCASSES	\$50.00	Not Accepted	\$50.00	Not Accepted	\$10.00 minimum charge.
CLINICAL/ LABORATORY STERILIZED WASTE	\$200.00	Not Accepted	\$200.00	Not Accepted	\$50.00 minimum charge
Condemned foods	\$200.00	Not Accepted	\$200.00	Not Accepted	RDOS approval required. \$50.00 minimum charge.
Foundry Dust	\$150.00	Not Accepted	\$150.00	Not Accepted	\$50.00 minimum charge

ILLEGALLY DUMPED WASTE	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	RDOS approval required. Regular charges will apply if not RDOS approved prior to DISPOSAL.
INFESTED VEGETATION INVASIVE PLANTS	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	Penalties will apply if not DISPOSED of in DESIGNATED LOCATION.
LEAD-BASED PAINT coated materials	\$60.00 see Charge Information	\$60.00 see Charge Information	\$60.00 see Charge Information	\$60.00 see Charge Information	PROHIBITED WASTE when not suitably DISPOSED of. \$5.00 minimum charge.
PROHIBITED WASTE –authorized	\$500.00	\$500.00	\$500.00	Not Accepted	\$50.00 minimum charge. RDOS approval required.
Sludge and Screenings from municipal sewage treatment plants	\$110.00 see Charge Information	Not Accepted	\$110.00 see Charge Information	Not Accepted	\$50.00 minimum charge. RDOS approval required. If not RDOS approved prior to DISPOSAL a charge of \$200 M/T will apply with a \$50.00 minimum.
SOIL CLEAN	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	\$0.00 see Charge Information	RDOS approval required.
SOIL CONTAMINATED	\$50.00	\$50.00	\$50.00	Not Accepted	Soil Relocation Application required.
Soil Relocation Application	\$250.00 per application	\$250.00 per application	\$250.00 per application	Not Applicable	RDOS approval required.
SOIL SMALL VOLUME CONTAMINATED	\$50.00	\$50.00	\$50.00	Not Accepted	RDOS approval required.
WOOD-PRESERVED	\$60.00 see Charge Information	\$60.00 see Charge Information	\$60.00 see Charge Information	\$60.00 see Charge Information	PROHIBITED WASTE when not suitably DISPOSED of. \$5.00 minimum charge.
WOOD WASTE INDUSTRIAL	\$300.00	\$300.00	\$300.00	Not Accepted	\$50.00 minimum charge.
WOOD WASTE- SMALL DIMENSION	\$200.00	\$200.00	\$200.00	Not Accepted	

2.0 - The following charges are in addition to the general charges outlined above in 1.0 to 1.4, shall also apply:

- 2.1 Any REFUSE that is deposited at the ACTIVE FACE or REFUSE BINS, with the exception of DEMOLITION AND RENOVATION MIXED LOAD and CONSTRUCTION MIXED LOAD that contains CONTROLLED WASTE or RECYCLABLE WASTE, shall be charged three times the rate for REFUSE, or three times the highest rate for any material contained in the load, whichever is greater.
- 2.2 Any SOLID WASTE load that is deposited in a DESIGNATED LOCATION and that is CONTAMINATED or does not meet RECYCLABLE specifications shall be charged four times the rate for REFUSE, or four times the highest rate for any material contained in the load, whichever is greater.
- 2.3 DISPOSING of unauthorized PROHIBITED WASTE in a manner contrary to the RDOS approved protocol shall be charged \$500 per tonne with a \$300 minimum charge, or as determined by the MANAGER.
- 2.4 Any MIXED LOAD deposited at the SITE shall be charged at the rate for the component of the load with the highest applicable rate.
- 2.5 The fee for each load of SOLID WASTE that arrives at the SITE that is not properly covered or secured shall be charged double the normal fee set out in this Schedule with a \$10 minimum charge. (See RDOS Waste Management Service Regulatory Bylaw 5.3)
- 2.6 The charge payable under this Schedule shall be paid following the weighing of the empty VEHICLE after the load is DISPOSED and shall be based on the WEIGHT- NET, difference in weight between the WEIGHT - GROSS and the WEIGHT - TARE of the empty VEHICLE.
- 2.7 In the event the weigh scale is not operational, the SITE OFFICIAL shall estimate the weight of each VEHICLE and a fee shall be charged as outlined in this Schedule.
- 2.8 All Agricultural Properties having materials ground or chipped in the SERVICE AREA under the In-Situ Agricultural Chipping Program shall pay a fee as determined by the REGIONAL DISTRICT.
- 2.9 Each offence committed against the current Waste Management Service Regulatory Bylaw shall be deemed a separate and distinct offence and shall be charged double the normal fee with a \$10 minimum charge as set out in this Schedule.
- 2.10 SOLID WASTE verified to have been generated by LOCAL GOVERNMENT IMPROVEMENTS are exempt from TIPPING FEES when prepared and DISPOSED of in a manner approved by the MANAGER, and in accordance with this Bylaw, and the RDOS Waste Management Service Regulatory Bylaw.
- 2.11 Except where indicated in the Fees and Charges Bylaw any SOLID WASTE generated outside the designated Landfill SERVICE AREA that is DISPOSED of at a SITE shall be charged two times the rate for REFUSE, or two times the highest rate for any SOLID WASTE contained in the load, whichever is greater, with a \$20 minimum charge. In addition any penalties within the Fees and Charges Bylaw will apply.
- 2.12 DISPOSAL of SOLID WASTE including but not limited to, AGRICULTURAL PLASTICS, ASBESTOS CONTAINING MATERIAL, BURNED MATERIAL, CONSTRUCTION MIXED LOAD, DEMOLITION AND RENOVATION MIXED LOAD, FRUIT WASTE, FRUIT /GRAIN BY-PRODUCTS is not authorized for DISPOSAL at the Keremeos SITE.

- 2.13 DISPOSAL of SOLID WASTE including but not limited to, ASBESTOS CONTAINING MATERIAL, BURNED MATERIAL, FOOD WASTE, FRUIT WASTE, FRUIT /GRAIN BY-PRODUCTS is not authorized for DISPOSAL at the Okanagan Falls SITE.
- 2.14 The fee for each load of AGRICULTURAL PLASTIC that arrives at the SITE that is not suitably prepared as per RDOS policy shall be charged REFUSE with a \$5.00 minimum charge.
- 2.15 Any SOLID WASTE material over 2.4 metres (8 feet) is charged as BULKY WASTE.
- 2.16 Extra hours to open the Okanagan Falls Landfill are subject to 24 hours notice with a \$150 per hour charge.

Schedule 6 – Parks and Recreation Fees

1.0 - Naramata Parks and Recreation

1.1 Wharf Park			
	1.1.1	Park Rental (no power) daily	\$175
	1.1.2	Park Rental (no power) half day (4 hr max)	\$125
	1.1.3.	Wedding Vows - ceremony	\$75
1.2 Manitou Park			
	1.2.1	Park Rental (No Power) daily	\$175
	1.2.2	Add power (full day)	\$75
	1.2.3	Park Rental (no power) half day (4 hr max)	\$125
	1.2.4	Add power half day	\$50
1.3 Spirit Park			
	1.3.1	Instructed Programs (per series – price not to exceed) Park Rental (no Power) full day	\$175
	1.3.2	Park Rental (no power) half day	\$125
1.4 Recreation Programs			
	1.4.1	Instructed Programs (per series – price not to exceed)	\$175
		1.4.1.1 Drop-in (per session – price not to exceed)	\$15
	1.4.2	Summer Day Camp – daily (price not to exceed)	\$35
	1.4.3	Summer Camp Weekly (price not to exceed)	\$275
	1.4.4	Special Events (price not to exceed)	\$10

2.0 - Okanagan Falls Parks and Recreation

2.1 Kenyon House			
	2.1.1	Kenyon House - Monday to Friday daily	\$75
	2.1.2	Kenyon House - Saturday or Sunday daily	\$125
	2.1.3	Kenyon House - Full Weekend	\$250
2.2 Community Center			
	2.2.1	Full Facility Kitchen Activity Room and Gym - Saturday or Sunday	\$325
	2.2.2	Full Facility Kitchen Activity Room and Gym - Full Weekend	\$450
	2.2.3	Gym or Activity Room - Monday to Friday 3pm to 9pm daily	\$60
	2.2.4	Gym or Activity Room - Weekend Saturday or Sunday daily	\$150
	2.2.5	Gym or Activity Room - Full Weekend (Friday 3pm to Sunday 9pm)	\$250
	2.2.6	Kitchen with Rental of Activity Hall or Gym	\$75
	2.2.7	Children's Birthday Party - 3hr max	\$60-75
	2.2.8	Kitchen Only - Daily	\$100
	2.2.9	Kitchen Only - Full Weekend	\$150
2.3 Zen Center			
	2.3.1	Day Rate	\$60
	2.3.2	Full Weekend	\$100
2.4 Children Programs			
	2.4.1	Drop in rate - floor hockey, game night and Multisport	\$3
	2.4.2	Recreation Programs – per visit	\$3-\$10
	2.4.3	Special Events	\$10-\$20
	2.4.4	Summer Day Camp – daily (price not to exceed)	\$35
	2.4.5	Summer Camp Weekly (price not to exceed)	\$275
2.5 Adult Programs			
	2.5.1	Instructed Programs - Drop in	\$10
	2.5.2	Instructed Programs - 5 Pass Package	\$50
	2.5.3	Instructed Programs - 10 Pass Package	\$75
	2.5.4	Instructed Programs - 20 Pass Package	\$140
	2.5.5	Drop –In Sports	\$3
2.6 Lions			
	2.6.1	Wedding Vows - Ceremonies	\$75
2.7 Keogan			
	2.7.1	Youth / Teen	\$10
	2.7.2	Cricket / Baseball Adult Excusive	\$75

3.0 - Kaleden Parks and Recreation

3.1 Parks			
	3.1.1	Kaleden Hotel day rate (Includes power)	\$400
3.2 Community Hall(rental includes Hall, Bar and Sound System)			
	3.2.1	Day Rate	
		3.2.1.1 Weddings (Saturday am to Sunday am)	\$2,000
		3.2.1.2 Hotel Park and Hall	\$2,300\$415
		3.2.1.3 Meetings and Events (does not include kitchen)	\$615
		3.2.1.4 Meetings and Events (including kitchen)	\$40
		3.2.1.5 Weekdays Youth and Community Clubs	
	3.2.2	Weekend Rate (6 pm Fri to noon Sun – incl kitchen)	
		3.2.2.1 Hall	\$2,400
		3.2.2.2 Hall and park	\$2,700
	3.2.3	3.2.3.1. Hall Hourly Rate	\$50
		3.2.3.2 within Upper Carmi, Heritage Hills, Lakeshore Highlands and Kaleden.	\$100
		3.2.3.3 Kitchen Hourly Rate	\$50
		Kaleden Residents receive a 25% discount on all Rentals	
	3.2.4	Damage Deposit – required	30%
	3.2.5	Sports Rental Rates (2 Hours)	
		3.2.5.1 Drop in Per Person	\$4
		3.2.5.2 Individual Fee paid in advance	\$2.50
		3.2.5.3 Club Fee	\$25
		Kaleden Youth Organized Groups	No Chg
	3.2.6	Discount for Non-Profit Organizations	20%
	3.2.7	Discount for Charitable Fundraising	No Chg
	3.2.8	Groups Providing Community Events	No Chg
3.3 On/Off Premises for Equipment not included in Site Rental			
	3.3.1	Equipment Rental (as listed in Rental Agreement)	\$2 - \$200
)	
	3.3.2	Administration Fee on all Off Premise Rentals	\$40
		3.3.2.1 Weekday	\$60
		3.3.2.2 Weekend	

3.4 Deposit for All Types of Rentals 30%

***Special Requests can be submitted to the Kaleden Recreation Commission ***

3.5 Recreation Programs			
	3.5.1	Adult Drop in rate 10 prepaid	\$4 \$30
	3.5.2	Active Kids Programs – per visit	\$3-\$10
	3.5.3	Special Onetime Events	\$10-\$20
	3.5.4	Instructed Programs - Drop in	\$10
	3.5.5	Fitness / Yoga businesses providing instruction Prepaid (10 pass) - 30% of gross revenue paid to Kal-Rec	\$10-\$15 \$90

4.0 - Similkameen Recreation

4.1 Facility Rentals				
	4.1.1	Bowling lanes (for 3 hours and does include shoe rental)		\$80
	4.1.2	Squash/Racquetball (is included with monthly fitness pass)		\$20/hr
	4.1.3	Racquet Court rental for private classes (yoga, Zumba etc.)		\$20/hr
	4.1.4	Climbing Wall – (time is determined by certified instructor)		\$40
	4.1.5	Ice Rental – per hour		
		4.1.5.1 Youth (Under 18)		\$80
		4.1.5.2 Adult (18 and over)		\$100
	4.1.6	Discounts for (approved) Not for Profit Service Clubs		50%
4.2 Community Pool				
	4.2.1	Single Admission Rates		
		4.2.1.1	Pre-school – 4 and under	Free
		4.2.1.2	Child 5 – 12	\$4
		4.2.1.3	Youth 13 - 17 and Senior (+60)	\$4
		4.2.1.4	Adult 18 - 59	\$4
		4.2.1.5	Family Rate	\$11
		4.2.1.6	10 Flex Pass	\$36
		4.2.1.7	Season Pass (only during public swimming and toonie swim)	
			Family	\$200
			Adult	\$100
			Youth/Senior	\$80
	4.2.2	Red Cross		
		4.2.2.1	Preschool – Level 6	\$55
		4.2.2.2	Level 6 – 10	\$75
	4.2.3	Early Bird Club *changed from 3 days per week to 2 days		115
	4.2.4	Adult Fitness		\$115
	4.2.5	Aquasize		\$115
	4.2.6	Aquasize Combined		\$170
	4.2.7	Pool Rental – per hour		\$80
4.3 Fitness Room				
	4.3.1	Single Admission Rates		
		4.3.1.1	Child 5 – 12	\$3
		4.3.1.2	Youth 13 – 17 and Senior (+60)	\$3
		4.3.1.3	Adult 18 - 59	\$5
	4.3.2	1 Month Pass		
		4.3.2.1	Child 5 - 12	\$30
		4.3.2.2	Youth 13 -17 and Senior (+60)	\$3
		4.3.2.3	Adult 18 - 59	\$40
	4.3.3	3 Month Pass		
		4.3.3.1	Child 5 - 12	\$280
		4.3.3.2	Youth 13 -17 and Senior (+60)	
		4.3.3.3	Adult 18 - 59	
		4.3.3.4	Family	
	4.3.4	6 Month Pass		
		4.3.4.1	Child 5 - 12	\$150
		4.3.4.2	Youth 13 -17 and Senior (+60)	\$150

		4.3.4.3	Adult 18 - 59	\$210
		4.3.4.4	Family	\$417
	4.3.5	1 Year Pass		
		4.3.5.1	Child 5 -12	\$240
		4.3.5.2	Youth 13 -17 and Senior (+60)	\$240
		4.3.5.3	Adult 18 - 59	\$360
		4.3.5.4	Family	\$635
	4.3.6	Lost Card Replacement		
Emergency Organizations (paramedics, fire, police) \$100.00 per year				
4.4 Ice Rink				
	4.4.1	Single Admission Rates		
		4.4.1.1	Pre-school – 4 and under	Free
		4.4.1.2	Child – 5 – 12 years	\$4
		4.4.1.3	Youth 13 -17 and Senior (+60)	\$4
		4.4.1.4	Adult 18 - 59	\$ 5
		4.4.1.5	Parent &/Child Tot	\$6
		4.4.1.6	Family	\$10
		4.4.1.7	10 Flex Pass	\$32
	4.4.2	Learn to Skate		
		4.4.2.1	3 – 6 Years	\$65
		4.4.2.2	7 and up	\$65
	4.4.3	Mite's Hockey –Child 5 – 12 Years old		
	4.4.4	Sticks and Pucks – Child 8 - 12		
	4.4.5	Sticks and Pucks – Youth 13 – 17		
	4.4.6	Sticks and Pucks – Adult 18 and over		
	4.4.7	Skate Rental		\$2.50
4.5 Keremeos Bowling				
	4.5.1	League Bowling		
		4.5.1.1	Adult	\$11.50
		4.5.1.2	Senior	\$11
	4.5.2	Drop- In		
		4.5.2.1	Child 5 -12	\$4
		4.5.2.2	Youth 13 -17 and Senior (+60)	\$4
		4.5.2.3	Adult 18 - 59	\$5
		4.5.2.4	Family	\$10
		4.5.2.5	Fun Bowl	\$9.50
	4.5.3	Shoe Rental		
				\$ 2
4.6	Climbing			
	4.6.1	Pre-school 4 and under (adult must be present)		
	4.6.2	Child 5-12		
	4.6.3	Youth – 5 – 18 years and Senior (+60)		
	4.6.4	Adult 18 - 59		
4.7		Multi Activity drop-in *does not include skate or bowling shoe rental		
	4.7.1	Any two activities		

		4.7.1.1	Pre-school 4 and under	free
		4.7.1.2	Child 5 - 12	\$6
		4.7.1.3	Youth 13 – 17 and Senior (+60)	\$6
		4.7.1.4	Adult 18 – 59	\$8
		4.7.1.5	Family	\$18
	4.7.2	All three activities		
		4.7.1.1	Pre-school 4 and under	free
		4.7.1.2	Child 5 - 12	\$9
		4.7.1.3	Youth 13 – 17 and Senior (+60)	\$9
		4.7.1.4	Adult 18 – 59	\$12
		4.7.1.5	Family	\$27

Note: All Program fees are set at a level sufficient at minimum to cover all instructors, expendable and consumable materials and extraordinary costs.

5.0 - Kobau Park

5.1	Park Rental			
	5.1.1	Weekend Rate		
		5.1.1.1.	Family Reunion	
		5.1.1.2	Ball Tournament	
	5.1.2	Camping		
		5.2.1	Daily per Unit	
5.2	Concession			
	5.2.1	Weekend Rate		\$50
	5.2.2	Damage Deposit (refunded if cleaned)		\$300
5.3	Sports Field Rates			
	5.3.1	Adult League per team		\$300
	5.3.2	Youth League per team		\$100
	5.3.3	Daily		\$50
5.4	Outfield Advertising			
	5.4.1	4x8 Sign		\$200

6.0 - Park and Trails Donations

Standard Amenities (types)	Donation Amount (cost estimate*)
Tree Planting	\$400.00 and up
Bicycle Rack	\$1000.00 and up
Park Bench	\$3000.00 .00and up
Park Table	\$2500.00 and up
Garbage Bins (bear proof)	\$1800.00 and up
Pet Stand Dispenser	\$500.00 and up

*Items costs will be based on furniture standards for the select Park, including the item price, delivery charges, taxes, installation, pad and if applicable, plaque PLUS a 10% maintenance fee.

7.0 - Regional Recreation (PAT visits)

Organization Type	Half-Day (3 hours)	Full-Day (6 hours)
Municipalities/ School Districts	\$150.00	\$250.00
Non- Profit Organizations	\$150.00	\$250.00
Commercial/ for Profit	\$300.00	\$500.00

* Depending on availability

Schedule 7 – Transit Fees

1.0	Local Routes		
	1.1	Single Fare Tickets	\$2.25
	1.2	Sheet of Ten Tickets	\$20.25
	1.3	Day Pass	\$4.50
	1.4	Adult Monthly Pass	\$45.00
	1.5	Student/Senior Monthly Pass	\$35.00
2.0	Regional Routes (Multi-Zone)		
	2.1	Single Fare Tickets	\$4.00
	2.2	Sheet of Ten Tickets	\$36.00
	2.3	Day Pass	\$8.00
	2.4	Adult Monthly Pass	\$60.00
	2.5	Student/Senior Monthly Pass	\$40.00
3.0	Regional Route 70 Kelowna/Penticton (effective September 1, 2019)		
	3.1	Single Fair Ticket	\$5.00
	3.2	Sheet of 10 tickets	\$45.00
	3.3	Day Pass	n/a
	3.4	Adult Monthly Pass	\$100.00
	3.5	Senior/Student Pass	\$85.00

Students enrolled on a full-time basis and persons of the age 65 and over are eligible for the discounted rate, as outlined in the schedule. Discounted rates apply to monthly passes, only.

Fees and charges associated with public transportation fares and service may be waived for the following days: Earth Day (April 22), World Car Free Day (September 22) and federal general election days.

Schedule 8 – Freedom of Information and Protection of Privacy Request Fees

Schedule of Maximum Fees

1. For all applicants:	
(a) for locating and retrieving a record	\$7.50 per ¼ hour or portion thereof after the first 3 hours.
(b) for producing a record manually	\$7.50 per ¼ hour.
(c) for preparing a record for disclosure and handling a record	\$7.50 per ¼ hour.
(d) for shipping copies	actual costs of shipping method chosen by applicant.
(e) for copying records:	
(i) photocopies and computer printouts	\$0.25 per page (8.5 x 11, 8.5 x 14) \$0.30 per page (11 x 17)
(ii) photographs (colour or black & white)	\$5.00 to produce a negative \$12.00 each for 16" x 20" \$9.00 each for 11" x 14" \$4.00 each for 8" x 10" \$3.00 each for 5" x 7"
(iii) compact disc CD or DVD	\$10.00 each
(iv) USB stick	\$15.00 each

Schedule 9 – Street Lighting Bylaw 1618, 1995

1.0 Naramata Street Lighting	\$6.00 /yr
per parcel of land of the Naramata Street Lighting Local Service Area	

Schedule 10 – Cemetery Fees

1.0 Naramata Cemetery	Bylaw 2816
Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, BC V2A 5J9 Naramata Cemetery located at 3315 Bartlett Road, Naramata, BC.	
1.1 PLOT RESERVATION LICENSE FEES:	
Burial Plot: resident (\$124 allocated to reserve)	\$495
Burial Plot non-resident (\$240 allocated to reserve)	\$660
Cremation Plot: resident (\$42 allocated to reserve)	\$165
Cremation Plot non-resident (\$80 allocated to reserve)	\$220
1.2 INTERMENT OPENING AND CLOSING FEES:	
Burial Plot: 240 cm depth or greater	\$660
Cremation Plot:	\$110
1.3 EXHUMATION OR DISINTERMENT OPENING AND CLOSING FEES:	
Burial Plot:	\$650
Cremation Plot:	\$150
1.4 OPENING OR CLOSING FOR INTERMENT/ EXHUMATION/DISINTERMENT OTHER THAN DURING NORMAL BUSINESS HOURS:	
Fee in addition to that applicable under item 1.2 or 1.3 above for burial plot:	\$220
Fee in addition to that applicable under item 2 or 3 above for cremation plot:	\$220
1.5 ISSUANCE OF LICENSE/PERMIT OTHER THAN DURING NORMAL BUSINESS HOURS, OR LESS THAN 24 HOURS PRIOR TO SCHEDULED INTERMENT:	
Fee in addition to that applicable under item 1, 2 or 4 above:	\$100
1.6 INSTALLATION OF MEMORIAL MARKER:	\$94
(\$10 allocated to reserve)	
1.7 GRAVE LINER:	\$350
1.8 CREMATION URN VAULT:	
Small	\$80
Regular	\$100
Large	\$125

1.9	PICTURE OF INTERRED FOR INTERNET	
	one time charge (optional)	\$50
2.0	TEXT	
	for internment to a maximum of 200 words, (optional)	\$50
2.1	SCATTERING GARDEN	
	Fee for Scattering Garden Plaque (price will depend on market value of bronze when order is placed)	\$200 - \$400
	Fee for Scattering Gardens Care Fund	\$50

ADMINISTRATIVE REPORT

TO: Board of Directors
FROM: B. Newell, Chief Administrative Officer
DATE: March 5, 2020
RE: Council of Forest Industries

Administrative Recommendation:

THAT the Regional District appoint Director Bob Coyne as the Regional District of Okanagan-Similkameen representative to the BC Council of Forest Industries 2020 convention.

Background:

The BC Council of Forest Industries (COFI) is the voice of the B.C. forest industry. COFI members produce lumber, pulp and paper, panels and engineered wood products across the province. Member companies that COFI represents range from large publicly traded companies to mid-sized companies, family-owned companies and smaller niche operators.

Analysis:

From April 1-3, 2020, the BC Council of Forest Industries will hold its annual convention, the largest gathering of the forest sector in Western Canada, in Prince George. The event attracts industry CEOs and executives from continental North America and overseas, senior representatives from customers, suppliers, financial institutions, law firms, as well as local, provincial, federal government and First Nations leaders.

Historically, the Board of Directors received a report from this convention from their appointee to Southern Beetle Action Coalition; however, that group is no longer active.

With recent pressures on and from the forest industry, and with the amount of activity in the Okanagan and Similkameen Valleys, this would be a beneficial conference for a Board member who is immersed and well versed in forest industry challenges to attend on behalf of the Board of Directors.

Alternatives:

1. THAT the Regional District appoint a different member.
2. THAT the Regional District decline to send a member to the conference.

Respectfully submitted:

"Gillian Cramm"

G. Cramm, Legislative Services Coordinator

Endorsed by:

"Christy Malden"

C. Malden, Manager of Legislative Services

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: March 5, 2020

RE: Water Use Regulation Amendment Bylaw No. 2824.01, 2020

Administrative Recommendation:

THAT Bylaw 2824.01, Water Use Regulation Amendment Bylaw, be read a first, second and third time, and be adopted.

Purpose:

To amend Bylaw 2824, 2019 Water Use Regulation Bylaw.

Reference:

Water Use Regulation Bylaw No 2824, 2019

Background:

During development of the updated fees and charges listing for the water systems, several definitions were determined to need further clarification and additions to the existing bylaw.

Analysis:

Staff have prepared a new amendment Bylaw No.2824.01, 2020 Water Use Regulation Amendment Bylaw to update the Water Use Regulation Bylaw adopted in 2019.

Changes include:

- enhanced wording in section 10.3 to include the authority for the Manager to discontinue, shut off or transfer the water service for a parcel OR for one or more buildings or structures on a parcel;
- Addition of section 10.6 to enable the Manager to require the certification to prove that the water connection to the discontinued building has been removed;
- the addition of Missezula Water System to Schedule 'A', and
- the addition of definitions to Schedule E.

Financial Implication:

There are no financial implications in relation to the adoption of the new bylaw.

Alternative:

That the Board not adopt Bylaw No. 2824.01.

Respectfully submitted:

Christy Malden

C. Malden, Manager of Legislative Services

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2824.01, 2020

A bylaw to amend the Regional District of Okanagan-Similkameen Water Use Regulation Bylaw No. 2824.

WHEREAS the Regional District of Okanagan-Similkameen has, by Bylaw No. 2824 established the terms and conditions under which water may be supplied and used in those portions of the Regional District in established water service areas;

AND WHEREAS the Regional District now deems it desirable to amend Bylaw No. 2824;

NOW THEREFORE, the Board of the Regional District of Okanagan Similkameen, in open meeting assembled, ENACTS AS FOLLOWS:

CITATION

1. This bylaw may be cited as the "Water Use Regulation Bylaw Amendment Bylaw No. 2824.01, 2020."

AMENDMENTS

1. Section 10. Discontinuance of Water Services; clause 10.3 is repealed in it's entirety and replaced with the following:
 - 10.3 The Manager may agree to discontinue, shut off, or transfer the Water Services for a parcel, or for one or more buildings or structures on a parcel if:
 - (a) A Customer applies, in writing, to the Public Works Department requesting the discontinuance, shut off or transfer. Such an application must be submitted at least five (5) days in advance of the requested discontinuance, shut off or transfer; and
 - (b) The discontinuance, shut off or transfer would not violate section 5.1 of this Bylaw, or any other enactment.
2. Section 10. Discontinuance of Water Services is amended as follows:
 - a. Change numbering of Clause 10.6 to 10.7.

b. Add a new section 10.6 as follows:

10.6 After *Water Services* are discontinued to one or more building or structure on a parcel, the Regional District may require certification from a qualified professional that the water connection to the discontinued building has been removed.

3. Schedule "A" Water Service Areas, is amended by adding:

Missezula Lake Water Service Area:

Bylaw No. 2879, 2019 – Missezula Lake Water Service Conversion and Continuation Bylaw

4. Schedule "E" – Definitions for Fees and Charges is amended by the adding the following definitions:

a. Under General Definitions, add the following:

i. "*Base Fee – Non Residential*" means the annual flat rate charged to a non-residential use on a *parcel*;

ii. "*Frontage Fee*" means a charge paid for a *parcel* that has a watermain along one or more property boundaries and is capable of being connected to the *Water Supply System*; or a charge paid by a *parcel* with a discontinued connection;

b. Under Residential Use, add the following:

i. "*Accessory Dwelling*" means a *Dwelling Unit* which is permitted as an accessory use in conjunction with a principal use, on the same parcel, and is either located partially within a *Single Family Dwelling* or in a different structure or building as the principal *Dwelling Unit*;

c. Under Residential Use, replace the definition of "*Secondary Suite*" with the following:

i. "*Secondary Suite*" means a second *Dwelling Unit* that is located within a *Single Family Dwelling* and that is clearly accessory to the principal *Dwelling Unit*, and direct access to the open air without passage through any portion of the principal *Dwelling Unit*; does not include *Duplex Dwelling*, or *Multiple-Dwelling Unit*;

d. Under Commercial Use,

i. Add the following to the definition of "*Recreational Vehicle Park*":
If occupancy is greater than six (6) months of the year on the sites or lots, the *Recreational Vehicle Park* will be considered an *Accessory Dwelling*;

READ A FIRST, SECOND AND THIRD TIME this ____ day of _____, 2020.

ADOPTED this ____ day of _____, 2020.

Chair

Corporate Officer