

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BOARD of DIRECTORS MEETING



REGULAR AGENDA

Thursday, November 7, 2024

9:00 am

	Pages
A. CALL TO ORDER	
B. Election of 2025 Board Chair and Vice-Chair	6
C. APPROVAL OF AGENDA (Unweighted Corporate Vote - Simple Majority)	
<u>RECOMMENDATION</u> That the Agenda for the RDOS Board Meeting of November 7, 2024 be adopted.	
C.1 Consent Agenda - Corporate Issues (Unweighted Corporate Vote - Simple Majority)	
Any item removed from Consent Agenda - Corporate Issues will go to the Legislative Services section of the Agenda.	
<u>RECOMMENDATION</u> THAT the Consent Agenda Corporate Services be adopted.	
C.1.1 Protective Services Committee	7
C.1.2 Community Services Committee	9
C.1.3 Environment and Infrastructure Committee	11
C.1.4 RDOS Board of Directors Meeting	13
D. DEVELOPMENT SERVICES - Rural Land Use Matters	
D.1 Electoral Area Advisory Planning Commissions — 2025 Meeting Schedule (Unweighted Rural Vote - Simple Majority)	20
<u>RECOMMENDATION</u> THAT the Board of Directors accept the 2025 APC Meeting Schedule for the Electoral Area Advisory Planning Commissions.	

D.2	Development Variance Permit Application — Electoral Area “A” (A2024.025-DVP) (Unweighted Rural Vote - Simple Majority)	22
	<u>RECOMMENDATION</u> THAT Development Variance Permit No. A2024.025-DVP, to allow for the construction of an addition to an existing single detached dwelling, be approved.	
D.3	Temporary Use Permit Application – Electoral Area “E” (E2024.031-TUP) (Unweighted Rural Vote - Simple Majority)	42
	<u>RECOMMENDATION</u> THAT Temporary Use Permit No. E2024.031-TUP, to allow a vacation rental use at 3260 McKay Road, be approved.	
D.4	Development Variance Permit Application — Electoral Area “I” (I2024.013-DVP) (Unweighted Rural Vote - Simple Majority)	57
	<u>RECOMMENDATION</u> THAT Development Variance Permit No. I2024.013-DVP, to allow for the construction of a single detached dwelling with a secondary suite at 195 Snow Mountain Place, be approved.	
D.5	Development Variance Permit Application — Electoral Area “I” (I2024.029-DVP) (Unweighted Rural Vote - Simple Majority)	77
	<u>RECOMMENDATION</u> THAT Development Variance Permit No. I2024.023-DVP, to allow for the construction of an accessory building at 453 Eastview Road, be approved.	
D.6	Development Procedures Bylaw – Notification Radius Amendments (X2024.001-DPB) (Unweighted Rural Vote - Simple Majority)	83
	<u>RECOMMENDATION</u> THAT the Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw No. 2500.35, 2024, be adopted.	
E.	PROTECTIVE SERVICES	
E.1	RDOS Land Use Application for Emergency Infrastructure on N'Kwala Mountain (Unweighted Corporate Vote - Simple Majority)	86
	<u>RECOMMENDATION</u> THAT the Board support the RDOS Application Submission to Penticton Indian Band (PIB) for Continued Use of N'Kwala Mountain Lot for E -9-1-1 Fire Dispatch network.	

F. FINANCE

- F.1 Naramata Parks & Recreation 2024-2028 Five Year Financial Plan Amendment** 132
(Weighted Corporate Vote - 2/3 Majority)

RECOMMENDATION

THAT Bylaw No. 3053.03 , 2024, being a bylaw to amend the Regional District of Okanagan-Similkameen 2024-2028 Five Year Financial Plan to re-allocate capital funds between projects for the Naramata Parks and Recreation be given first, second, and third readings and be adopted.

G. LEGISLATIVE SERVICES

- G.1 Schedule of Meetings** 134
(Unweighted Corporate Vote - Simple Majority)

RECOMMENDATION

THAT the 2025 Regional District of Okanagan-Similkameen Board Schedule of Meetings, as provided in Schedule A of the November 7, 2024 report from the Corporate Officer, be approved.

- G.2 Regional Signing Authority** 139
(Unweighted Corporate Vote - Simple Majority)

RECOMMENDATION

THAT the Board of Directors appoint the Board Chair and Vice Chair as signing officers for the Regional District of Okanagan-Similkameen for the 2025 year.

- G.3 Vintage Views and Lakeshore Waterworks Utilities Assent Vote** 140

RECOMMENDATION

THAT Vintage Views Wastewater System Service Establishment Bylaw No. 3068, 2024, being a bylaw to establish the Vintage Views Wastewater System as a service of the Regional District of Okanagan-Similkameen, and the Vintage Views Wastewater System Loan Authorization Bylaw No. 3069, 2024, being a bylaw to authorize the borrowing of \$6,962,000.00 for capital upgrades to the Vintage Views Wastewater System, be read a first, second, and third time and be forwarded to the Inspector of Municipalities for approval; and

THAT Lakeshore Waterworks System Service Establishment Bylaw No. 3071, 2024, being a bylaw to establish the Lakeshore Waterworks System as a service of the Regional District of Okanagan-Similkameen, and the Lakeshore Waterworks System Loan Authorization Bylaw No. 3072, 2024, being a bylaw to authorize the borrowing of \$13,530,000.00 for capital upgrades to the Lakeshore Waterworks System, be read a first, second, and third time and be forwarded to the Inspector of Municipalities for approval; and

THAT upon approval of the Inspector, elector assent for Bylaw Nos. 3068, 3069, 3071, and 3072, be obtained within the respective service areas through an Assent Voting (referendum) process in accordance with the *Local Government Act*; and

THAT the assent voting opportunities take place on Saturday April 12, 2025;
and

THAT Christy Malden be appointed as the Chief Election Officer and Gillian Cramm be appointed as Deputy Chief Election Officer for the Vintage Views Wastewater System and Lakeshore Waterworks System Assent Voting opportunities;

THAT the assent vote question with respect to the Vintage Views Wastewater System be:

‘Are you in favour of the Regional District of Okanagan-Similkameen adopting Vintage Views Wastewater System Service Establishment Bylaw No. 3068, 2024, to operate, maintain, and upgrade the Vintage Views Wastewater System, and Vintage Views Wastewater System Loan Authorization Bylaw No. 3069, 2024, to authorize the borrowing of up to \$6,962,000.00 (six million, nine hundred and sixty two thousand dollars) for capital upgrades of the Vintage Views Wastewater System?’; and

THAT the assent vote question with respect to the Lakeshore Waterworks System be:

‘Are you in favour of the Regional District of Okanagan-Similkameen adopting Lakeshore Waterworks System Service Establishment Bylaw No. 3071, 2024, to operate, maintain, and upgrade the Lakeshore Waterworks System, and Lakeshore Waterworks System Loan Authorization Bylaw No. 3072, 2024, to authorize the borrowing of up to \$13,530,000.00 (thirteen million, five hundred and thirty thousand dollars) for capital upgrades of the Lakeshore Waterworks System?’.

G.4 Osoyoos Irrigation District Inclusion of Additional Properties
(Unweighted Corporate Vote - Simple Majority)

158

RECOMMENDATION

THAT the Regional District of Okanagan-Similkameen support the extensions and has no concerns regarding the inclusion of the following parcels into the Osoyoos Irrigation District boundaries:

2257 – 82nd Avenue, Osoyoos, V0H 1V6

Lot 1, DL 223, Plan EPP99629; PID 031-671-829

And

2351 – 82nd Avenue, Osoyoos, V0H 1V6

Lot 2, DL 223, Plan EPP99629; PID 031-671-837.

H. CLOSED SESSION

(Unweighted Corporate Vote - Simple Majority)

RECOMMENDATION

THAT in accordance with Section 90(1)(c), and (e) of the *Community Charter*, the Board close the meeting to the public on the basis of labour relations or other employee relations, and the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality.

I. ITEMS COMING OUT OF CLOSED SESSION

J. ADJOURNMENT

RECOMMENDATION

THAT the meeting adjourn.

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: J. Zaffino, Chief Administrative Officer

DATE: November 7, 2024

RE: **Regional District Signing Authority**

Administrative Recommendation:

THAT the Board of Directors appoint the Board Chair and Vice Chair as signing officers for the Regional District of Okanagan-Similkameen for the 2025 year.

Purpose:

S. 194 of the Local Government Act provides that the governing body of a regional district is its Board of Directors and that the powers, duties and functions of a regional district are to be exercised and performed by its board unless this or any other Act provides otherwise. S. 216 provides that the chair is the head and chief executive officer of the regional district.

Background:

The Board, historically by resolution each year, appoints the Chair and Vice-Chair as signing authorities for the Regional District.

Respectfully submitted:

"Natalie Sime"

N. Sime, Legislative Service Clerk

Endorsed by:

"Christy Malden"

C. Malden, Corporate Officer



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Protective Services Committee

Thursday, October 17, 2024

RDOS Boardroom

101 Martin Street, Penticton, BC V2A 5J9

<p>MEMBERS PRESENT: Chair T. Roberts, Electoral Area "G"</p> <p>Vice-Chair S. Coyne, Town of Princeton</p> <p>Director J. Bloomfield, City of Penticton</p> <p>Director G. Bush, Electoral Area "B"</p> <p>Director B. Coyne, Electoral Area "H"</p> <p>Director A. Fedrigo, Electoral Area "E"</p> <p>Director R. Gettens, Electoral Area "F"</p> <p>Director R. Graham, City of Penticton</p> <p>Director D. Holmes, District of Summerland</p>	<p>Director R. Knodel, Electoral Area "C"</p> <p>Director H. Konanz, City of Penticton</p> <p>Director S. McKortoff, Town of Osoyoos</p> <p>Director S. Monteith, Electoral Area "I"</p> <p>Director M. Pendergraft, Electoral Area "A"</p> <p>Director M. Taylor, Electoral Area "D"</p> <p>Director M. Van Alphen, District of Summerland</p> <p>Director J. Wiebe, Village of Keremeos</p> <p>Alt. Director P. Veintimilla, Town of Oliver</p>
<p>MEMBERS ABSENT: Director M. Johansen, Town of Oliver</p> <p>Director C. Watt, City of Penticton</p>	<p>Director I. Gilbert, City of Penticton</p>
<p>STAFF PRESENT: J. Zaffino, CAO</p> <p>N. Evans-MacEwan, CFO</p>	<p>C. Malden, Corporate Officer</p> <p>N. Sime, Legislative Service Clerk</p>

The meeting was called to order at 1:09 pm.

A. APPROVAL OF AGENDA

MOVED and SECONDED

THAT the Agenda for the Protective Services Committee Meeting of October 17, 2024 be adopted.

Motion CARRIED

B. Crater Creek Post-Wildfire Natural Hazard Risk Analysis - For Information Only

The Sr. Manager of Protective Services, D. Jones-Middleton, discussed the preliminary results of the 2023 Crater Creek Post Wildfire Natural Hazard Risk Analysis (PWNHRA) and answered questions.

C. ADJOURNMENT

MOVED and SECONDED

THAT the meeting adjourn at 1:16 pm.

Motion CARRIED

T. Roberts, Chair

C. Malden, Corporate Officer



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Community Services Committee

Thursday, October 17, 2024
RDOS Boardroom
101 Martin Street, Penticton, BC V2A 5J9

MEMBERS PRESENT: Chair S. Monteith, Electoral Area "I"
Vice-Chair H. Konanz, City of Penticton
Director J. Bloomfield, City of Penticton
Director G. Bush, Electoral Area "B"
Director B. Coyne, Electoral Area "H"
Director S. Coyne, Town of Princeton
Director A. Fedrigo, Electoral Area "E"
Director R. Gettens, Electoral Area "F"
Director R. Graham, City of Penticton
Director D. Holmes, District of Summerland
Director R. Knodel, Electoral Area "C"
Director S. McKortoff, Town of Osoyoos
Director M. Pendergraft, Electoral Area "A"
Director T. Roberts, Electoral Area "G"
Director M. Taylor, Electoral Area "D"
Director M. Van Alphen, District of Summerland
Director J. Wiebe, Village of Keremeos
Alt. Director P. Veintimilla, Town of Oliver

MEMBERS ABSENT: Director M. Johansen, Town of Oliver
Director C. Watt, City of Penticton
Director I. Gilbert, City of Penticton

STAFF PRESENT: J. Zaffino, CAO
N. Sime, Legislative Services Clerk
C. Malden, Corporate Officer
N. Evans-MacEwan, CFO

The meeting was called to order at 1:16 pm.

A. APPROVAL OF AGENDA

MOVED and SECONDED

THAT the Agenda for the Community Services Committee Meeting of October 17, 2024 be adopted.

Motion CARRIED

B. Regional Trails Update

The manager of Parks, J. Shuttleworth, provided a Regional Trails update to committee.

C. Rural Economic Diversification and Infrastructure Program - Grant Application for KVR - For Information

The manager of Parks, J. Shuttleworth, provided an overview of the Rural Economic Diversification and Infrastructure Program - Grant Application for KVR to Committee.

D. ADJOURNMENT

MOVED and SECONDED

THAT the meeting adjourn at 1:51 pm.

Motion CARRIED

S. Monteith, Chair

C. Malden, Corporate Officer



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Environment and Infrastructure Committee

Thursday, October 17, 2024

RDOS Boardroom

101 Martin Street, Penticton, BC V2A 5J9

MEMBERS PRESENT: Chair M. Taylor, Electoral Area "D"
Vice-Chair G. Bush, Electoral Area "B"
Director J. Bloomfield, City of Penticton
Director B. Coyne, Electoral Area "H"
Director S. Coyne, Town of Princeton
Director A. Fedrigo, Electoral Area "E"
Director R. Gettens, Electoral Area "F"
Director R. Graham, City of Penticton
Director D. Holmes, District of Summerland
Director R. Knodel, Electoral Area "C"
Director H. Konanz, City of Penticton
Director S. McKortoff, Town of Osoyoos
Director S. Monteith, Electoral Area "I"
Director M. Pendergraft, Electoral Area "A"
Director T. Roberts, Electoral Area "G"
Director M. Van Alphen, District of Summerland
Director J. Wiebe, Village of Keremeos
Alt. Director P. Veintimilla, Town of Oliver

MEMBERS ABSENT: Director M. Johansen, Town of Oliver
Director C. Watt, City of Penticton
Director I. Gilbert, City of Penticton

STAFF PRESENT: J. Zaffino, CAO
N. Sime, Legislative Services Clerk
C. Malden, Corporate Officer
N. Evans-MacEwan, CFO

The meeting was called to order at 1:51 pm.

A. APPROVAL OF AGENDA

MOVED and SECONDED

THAT the Agenda for the Environment and Infrastructure Committee Meeting of October 17, 2024 be adopted.

Motion CARRIED

B. 2025 Curbside Cart Rollout Discussion

Cameron Baughen of Baughen Consulting, was there to present findings on the 2025 Curbside Cart Rollout.

MOVED and SECONDED

THAT the Regional District Board direct staff to incorporate existing resident supplied carts to

the new automated curbside collection program commencing July 1, 2025 providing the carts meet established requirements for the program.

Motion CARRIED

C. ADJOURNMENT

MOVED and SECONDED

THAT the meeting adjourn at 2:36 pm.

Motion CARRIED

M. Taylor, Chair

C. Malden, Corporate Officer

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BOARD of DIRECTORS MEETING

Thursday, October 17, 2024.

RDOS Boardroom

101 Martin Street, Penticton, BC V2A 5J9



MEMBERS PRESENT: Chair M. Pendergraft, Electoral Area "A" Director R. Knodel, Electoral Area "C"
Vice-Chair S. Coyne, Town of Princeton Director H. Konanz, City of Penticton
Director J. Bloomfield, City of Penticton Director S. McKortoff, Town of Osoyoos
Director G. Bush, Electoral Area "B" Director S. Monteith, Electoral Area "I"
Director B. Coyne, Electoral Area "H" Director T. Roberts, Electoral Area "G"
Director A. Fedrigo, Electoral Area "E" Director M. Taylor, Electoral Area "D"
Director R. Gettens, Electoral Area "F" Director M. Van Alphen, District of Summerland
Director R. Graham, City of Penticton Director J. Wiebe, Village of Keremeos
Director D. Holmes, District of Summerland Alt. Director, P. Veintimilla, Town of Oliver

MEMBERS ABSENT: Director M. Johansen, Town of Oliver Director I. Gilbert, City of Penticton
Director C. Watt, City of Penticton

STAFF PRESENT: J. Zaffino, CAO C. Malden, Corporate Officer
N. Evans-MacEwan, CFO N. Sime, Legislative Service Clerk

The meeting was called to order at 2:45 pm.

A. APPROVAL OF AGENDA

(Unweighted Corporate Vote - Simple Majority)

MOVED and SECONDED

That the Agenda for the RDOS Board Meeting of October 17, 2024 be adopted.

Motion CARRIED

A.1 Consent Agenda - Corporate Issues

(Unweighted Corporate Vote - Simple Majority)

MOVED and SECONDED

THAT the Consent Agenda Corporate Services be adopted.

Motion CARRIED

A.1.1 Parks and Recreation Commissions

A.1.1.1 Naramata Parks and Recreation

THAT the Minutes of the September 23, 2024, Naramata Parks and Recreation Commission meeting be received.

THAT the Minutes of the September 23, 2024, Naramata Parks and Recreation Commission meeting be received.

A.1.1.2 Okanagan Falls Parks and Recreation

THAT the Minutes of the September 26, 2024, Okanagan Falls Parks and Recreation Commission meeting be received.

THAT the Minutes of the September 26, 2024, Okanagan Falls Parks and Recreation Commission meeting be received.

A.1.2 Planning and Development Committee

THAT the Minutes of the October 3, 2024 Planning and Development Committee meeting be adopted.

A.1.3 Protective Services Committee

THAT the Minutes of the October 3, 2024 Protective Services Committee meeting be adopted.

A.1.4 Corporate Services Committee

THAT the Minutes of the October 3, 2024 Corporate Services Committee meeting be adopted.

A.1.5 RDOS Board of Directors Meeting

THAT the Minutes of the October 3, 2024 RDOS Board of Directors meeting be adopted.

B. DEVELOPMENT SERVICES - Rural Land Use Matters

B.1 Development Variance Permit Application - Electoral Area "I" (I2024.026-DVP)

(Unweighted Rural Vote - Simple Majority)

MOVED and SECONDED

THAT Development Variance Permit No. I2024.026-DVP, to allow for the construction of a retaining wall beyond the maximum building height at 485 Pineview Drive, Kaleden, be

approved.

MOVED and SECONDED

THAT the matter of Development Variance Permit No. I2024-026-DVP be referred to Area "I" Advisory Planning Commission.

Motion CARRIED

- B.2 Development Procedures Bylaw – Notification Radius Amendments (X2024.001-DPB)
(Unweighted Rural Vote - Simple Majority)

MOVED and SECONDED

THAT the Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw No. 2500.35, 2024, be read a first, second and third time.

Motion CARRIED

- B.3 Official Community Plan (OCP) & Zoning Bylaw Amendment – Electoral Area "C"
(C2024.010-ZONE)
(Unweighted Rural Vote - 2/3 Majority)

This item was the subject of one of the public hearings on the morning of October 17, 2024.

MOVED and SECONDED

THAT the Electoral Area "C" Official Community Plan Amendment Bylaw No. 2452.24, 2024, and the Okanagan Valley Zoning Amendment Bylaw No. 2800.41, 2024, be read a third time and adopted.

Motion CARRIED

- B.4 Official Community Plan (OCP) & Zoning Bylaw Amendment – Electoral Area "E"
(E2024.014-ZONE)
(Unweighted Rural Vote - 2/3 Majority)

This item was the subject of one of the public hearings on the morning of October 17, 2024.

MOVED and SECONDED

THAT the Electoral Area "E" Official Community Plan Amendment Bylaw No. 3010.02, 2024, and the Okanagan Valley Zoning Amendment Bylaw No. 2800.46, 2024 be read a third time and adopted.

Motion CARRIED

C. COMMUNITY SERVICES

- C.1 Rural Economic Diversification and Infrastructure Program – Grant Application for KVR
(Unweighted Corporate Vote - Simple Majority)

This item was presented at the Community Services Committee meeting on the morning of October 17, 2024.

MOVED and SECONDED

THAT the Regional District submit a grant application under the Rural Economic Diversification and Infrastructure Program (REDIP) for resurfacing an eight km section of the KVR trail above Naramata, between the Glenfir parking lot and Adra tunnel.

Motion CARRIED

- C.2 Memorandum of Understanding with BC Transit on Future Transit Service Expansion 2026/2027

(Unweighted Corporate Vote - Simple Majority)

MOVED and SECONDED

THAT the Board supports the signing of a Memorandum of Understanding with BC Transit for future transit service expansion.

MOVED and SECONDED

THAT the Board postpone consideration of signing a Memorandum of Understanding with BC Transit for future transit service expansion until BC Transit provides a cost of the service.

Motion CARRIED

MOVED and SECONDED

THAT staff be directed to discuss options for creating a regional transit service with BC Transit.

Motion CARRIED

D. PROTECTIVE SERVICES

- D.1 2024/2025 UBCM CEPF Disaster Risk Reduction-Climate Adaptation Grant for two Fully Equipped Tiger Dam Trailers

(Unweighted Corporate Vote - Simple Majority)

MOVED and SECONDED

THAT the Board submit an application for the 2024/2025 Disaster Risk Reduction-Climate Adaptation (DRR-CA) Grant under the Union of BC Municipality’s Community Emergency Preparedness Fund (CEPF)

THAT the Board supports a regional application that includes Lower Similkameen Indian Band, Village of Keremeos, and Town of Osoyoos.

Motion CARRIED

E. FINANCE

E.1 Permissive Tax Exemption

(Weighted Corporate Vote - 2/3 Majority)

MOVED and SECONDED

THAT Bylaw No. 3096, 2024, being a bylaw of the Regional District of Okanagan-Similkameen to exempt specific properties from property taxation be read a first, second and third time and be adopted.

MOVED and SECONDED

THAT Bylaw No. 3096, 2024, be amended to add the Royal Canadian Legion in Okanagan Falls.

Motion CARRIED

MOVED and SECONDED

THAT Bylaw No. 3096, 2024, being a bylaw of the Regional District of Okanagan-Similkameen to exempt specific properties from property taxation be read a first, second and third time and be adopted as amended to include the Royal Canadian Legion in Okanagan Falls.

Motion CARRIED

F. LEGISLATIVE SERVICES

F.1 Video Surveillance – RDOS Landfills

(Unweighted Corporate Vote - Simple Majority)

MOVED and SECONDED

THAT the Board of Directors approve the installation of 2 replacement and 1 new video

surveillance cameras at Campbell Mountain Landfill, located at 1765 Reservoir Road, Penticton; AND

THAT the Board of Directors approve the installation of one video surveillance camera at Okanagan Falls Landfill, located at 3751 Allendale Lake Road, Okanagan Falls; AND

THAT the Board of Directors approve the installation of two video surveillance cameras at Oliver Landfill, located at 498 Saddle Ridge Road, Oliver; AND

THAT the Board of Directors approve the installation of one video surveillance camera at the Keremeos Transfer Station, located at 860 El Rancho Drive, Keremeos.

Motion CARRIED

G. CAO REPORTS

G.1 Verbal Update

H. OTHER BUSINESS

H.1 Chair's Report

H.2 Directors Motions

H.3 Board Members Verbal Update

H.4 Board Representation

1. Municipal Finance Authority – *Pendergraft, S. Coyne (Alternate)*
2. Municipal Insurance Association – *Pendergraft, Taylor (Alternate)*
3. Okanagan Basin Water Board - *McKortoff, Holmes, Knodel, Fedrigo (Alternate), Monteith (Alternate), Taylor (Alternate)*
4. Okanagan Film Commission – *S. Coyne, Fedrigo (Alternate)*
5. Okanagan Regional Library – *Monteith, Fedrigo (Alternate)*
6. Okanagan-Kootenay Sterile Insect Release Board – *Bush, Roberts (Alternate)*
7. Southern Interior Municipal Employers Association – *Knodel, S. Coyne (Alternate)*
8. Starling Control – *Bush*
9. Economic Trust of the Southern Interior (ETSI) - *Johansen, McKortoff, Bloomfield*

I. CLOSED SESSION

The meeting closed to the public at 3:54 pm and reopened to the public at 4:31 pm.

MOVED and SECONDED

THAT in accordance with Section 90(1)(c) and 90(2)(b) of the *Community Charter*, the Board close the meeting to the public on the basis of labour relations or other employee relations, and the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

Motion CARRIED

J. ITEMS COMING OUT OF CLOSED SESSION

The CAO reported out in open meeting two resolutions from the October 3, 2024 closed session Board meeting:

THAT the Board support the CAO's request early approval for a Level 1 Planner.-CARRIED

THAT the Board support the CAO's request early approval for an Environmental Technician.-CARRIED

K. ADJOURNMENT

MOVED and SECONDED

THAT the meeting adjourn at 4:32 pm.

Motion CARRIED

M.Pendergraft, Chair

C. Malden, Corporate Officer

ADMINISTRATIVE REPORT



TO: Board of Directors
FROM: J. Zaffino, Chief Administrative Officer
DATE: November 7, 2024
RE: Electoral Area Advisory Planning Commissions — 2025 Meeting Schedule

Administrative Recommendation:

THAT the Board of Directors accept the 2025 APC Meeting Schedule for the Electoral Area Advisory Planning Commissions.

Purpose:

The purpose of this report is to provide the Board with an overview of the meeting schedules for the various Electoral Area Advisory Planning Commissions (APCs) for 2025.

Background:

Under Section 6.3 of the Regional District's Advisory Planning Commission (APC) Bylaw No. 2339, 2006, "a schedule of regular Commission meetings for the forthcoming year, including time, date and place shall be established by the Regional District Board at its Inaugural Meeting."

Analysis:

The APC meeting schedule contained at Attachment No. 1 to this report has been prepared on the basis of the 2024 Electoral Area APC meeting schedule.

Alternatives:

1. THAT the Board of Directors not accept the 2025 Meeting Schedule for the Electoral Area Advisory Planning Commissions.

Respectfully submitted:

A handwritten signature in blue ink, appearing to read "C. Garrish".

C. Garrish, Senior Manager of Planning

Attachment No. 1 – 2025 APC Meeting Schedule

Electoral Area	January	Feb.	March	April	May	June	July	August	Sept.	October	Nov.	Dec.
"I"	Jan. 6 th (Mon.)	Feb. 3 rd (Mon.)	Mar. 3 rd (Mon.)	Apr. 7 th (Mon.)	May 5 th (Mon.)	Jun. 2 nd (Mon.)	Jul. 7 th (Mon.)	Aug. 5 th (Tues.)*	Sep. 2 nd (Tues.)*	Oct. 6 th (Mon.)	Nov. 3 rd (Mon.)	Dec. 1 st (Mon.)
"D", "E", "F" & "H"	Jan. 13 th (Mon.)	Feb. 10 th (Mon.)	Mar. 10 th (Mon.)	Apr. 14 th (Mon.)	May 12 th (Mon.)	Jun. 9 th (Mon.)	Jul. 14 th (Mon.)	Aug. 11 th (Mon.)	Sep. 8 th (Mon.)	Oct. 14 th (Tues.)*	Nov. 10 th (Mon.)	Dec. 8 th (Mon.)
"C"	Jan. 15 th (Wed.)	Feb. 19 th (Wed.)	Mar. 19 th (Wed.)	Apr. 16 th (Wed.)	May 21 st (Wed.)	Jun. 18 th (Wed.)	Jul. 16 th (Wed.)	Aug. 20 th (Wed.)	Sep. 17 th (Wed.)	Oct. 15 th (Wed.)	Nov. 19 th (Wed.)	Dec. 17 th (Wed.)

** denotes a meeting being put forward 1 day due to a Statutory Holiday*

Electoral Area	Start Time	Electronic Venue	In-person Venue
"C"	7:00 P.M.	n/a	665 McKinney Road, Oliver, B.C. (Oliver Community Centre)
"D"	12-3pm	Webex	101 Martin Street, Penticton, B.C. (RDOS Boardroom)
"E"	12-3pm	Webex	101 Martin Street, Penticton, B.C. (RDOS Boardroom)
"F"	12-3pm	Webex	101 Martin Street, Penticton, B.C. (RDOS Boardroom)
"H"	12-3pm	Webex	101 Martin Street, Penticton, B.C. (RDOS Boardroom)
"I"	6:00 P.M.	n/a	320 Lakehill Road, Kaleden, B.C. (Kaleden Community Hall)



TO: Board of Directors
FROM: J. Zaffino, Chief Administrative Officer
DATE: November 7, 2024
RE: Development Variance Permit Application — Electoral Area “A” (A2024.025-DVP)

Administrative Recommendation:

THAT Development Variance Permit No. A2024.025-DVP, to allow for the construction of an addition to an existing single detached dwelling, be approved.

Legal: Lot 4, District Lot 2709, SDYD, Plan KAP33044 Folio: A-06748.228

OCP: Large Holdings (LH) Zone: Large Holdings One (LH1)

Variance Request: to reduce the minimum interior side parcel line setback from 4.5 metres to 1.75 metres.

Proposed Development:

This application is seeking a variance to the interior side parcel line setback that applies to the subject property in order to undertake an addition to an existing single family dwelling.

Specifically, it is being proposed that the interior side parcel line setback for a principal building on a parcel greater than 2,500 m² in area be varied from 4.5 metres to 1.75 metres.

In support of this request, the applicant has stated that:

- *...These are large area lots and our existing structure with the addition fits within the area plan.*
- *...these are several acre lots and our addition plan will not impose into [the neighbour’s] living space or obstruct his view. Our neighbour is in agreement.*
- *...The [proposed] variance will not impact the character of the streetscape or surrounding neighbourhood as it cannot be seen.*

Site Context:

The subject property is approximately 4.6 ha in area and is bisected by Deerfoot Road, approximately 2.1 km east of the boundary of the Town of Osoyoos. The property is understood to contain one (1) single detached dwelling, one (1) accessory building (shed) and a pool.

The surrounding pattern of development is generally characterised by similar large lot rural residential development.

Background:

The current boundaries of the subject property were created by a Plan of Subdivision deposited with the Land Titles Office in Kamloops on March 24, 1982, while available Regional District records

indicate that building permits have been issued for a single family dwelling (1990), a log cabin (2002) and a swimming pool (2007).

Under the Electoral Area “A” Official Community Plan (OCP) Bylaw No. 2905, 2021, the subject property is currently designated Large Holdings (LH) and is further subject to a Watercourse Development Permit (WDP) and Environmentally Sensitive Development Permit (ESDP) Area designations (NOTE: neither of these Development Permit Areas are found within the portion of parcel proposed for redevelopment).

Under the Okanagan Valley Zoning Bylaw No. 2800, 2022, the property is currently zoned Large Holdings One (LH1) which permits “single detached dwelling” as a principal use.

BC Assessment has classified the property as “Residential” (Class 01).

Public Process:

In accordance with Section 2.4 of Schedule 4 (Application for a Development Variance Permit) of the Regional District’s Development Procedures Bylaw No. 2500, 2011, adjacent residents and property owners were notified of this DVP application on July 25, 2024, and provided 15 working days to submit comments electronically or in-person to the Regional District.

On October 1, 2024, the application was updated to clarify the variance request. Subsequently, adjacent residents and property owners were re-notified of the updated DVP application on October 1, 2024, and provided 15 working days to submit comments electronically or in-person to the Regional District.

As of October 23, 2024, being 15 working days from the date of notification, 4 representations have been received electronically or by submission at the Regional District office, all of which being in support of the proposed development.

Analysis:

The Zoning Bylaw’s use of setback regulations is generally to provide for physical separation and open space between neighbouring properties, ensure consistency in streetscapes, and mitigate potential conflicts between neighbouring land uses. When a parcel is also adjacent a roadway, setbacks are further employed to maintain adequate sightlines for vehicle traffic movements.

In considering this proposal, Administration notes that the proposed addition would be sited 1.75 metres from the northerly adjacent parcel.

Setbacks of this degree are more commonly seen in urban areas wherein land uses are generally restricted to one particular land use, as opposed to rural zones where a mix of residential and rural land uses (e.g., agriculture) may take place. Reduced setbacks in rural zones *may* result in land use conflicts; for example, where a reduced setback would allow for a residential uses to take place in close proximity to incompatible forms of agricultural uses.

In this case, it is noted that the northerly adjacent parcel has been developed for residential purposes. Of note, the existing northerly residence appears to be located well beyond the shared parcel line in question, and at an elevation higher than the residence at the subject property. In this regard, it is unlikely that the siting of the proposed addition within the interior side parcel line setback would result in conflicts with neighbouring land uses.

Additionally, while the construction of buildings within an interior side parcel line setback is not common in the surrounding area, the proposed addition construction is unlikely to negatively impact the character or streetscape of the area. Specifically, it is noted that the addition would not be located closer to the road than the existing single detached dwelling, is only approximately 7.5 metres in length and would not deviate substantially in height from the existing residence.

Conversely, Administration notes that the proposal represents an approximately 61% reduction to the interior side parcel line setback, which is seen to be a substantial in nature.

In light of the comments above, Administration supports the requested variance and is recommending approval.

Alternative:

1. That the Board deny Development Variance Permit No. A2024.025-DVP.

Respectfully submitted



Shannon Duong, Planner II

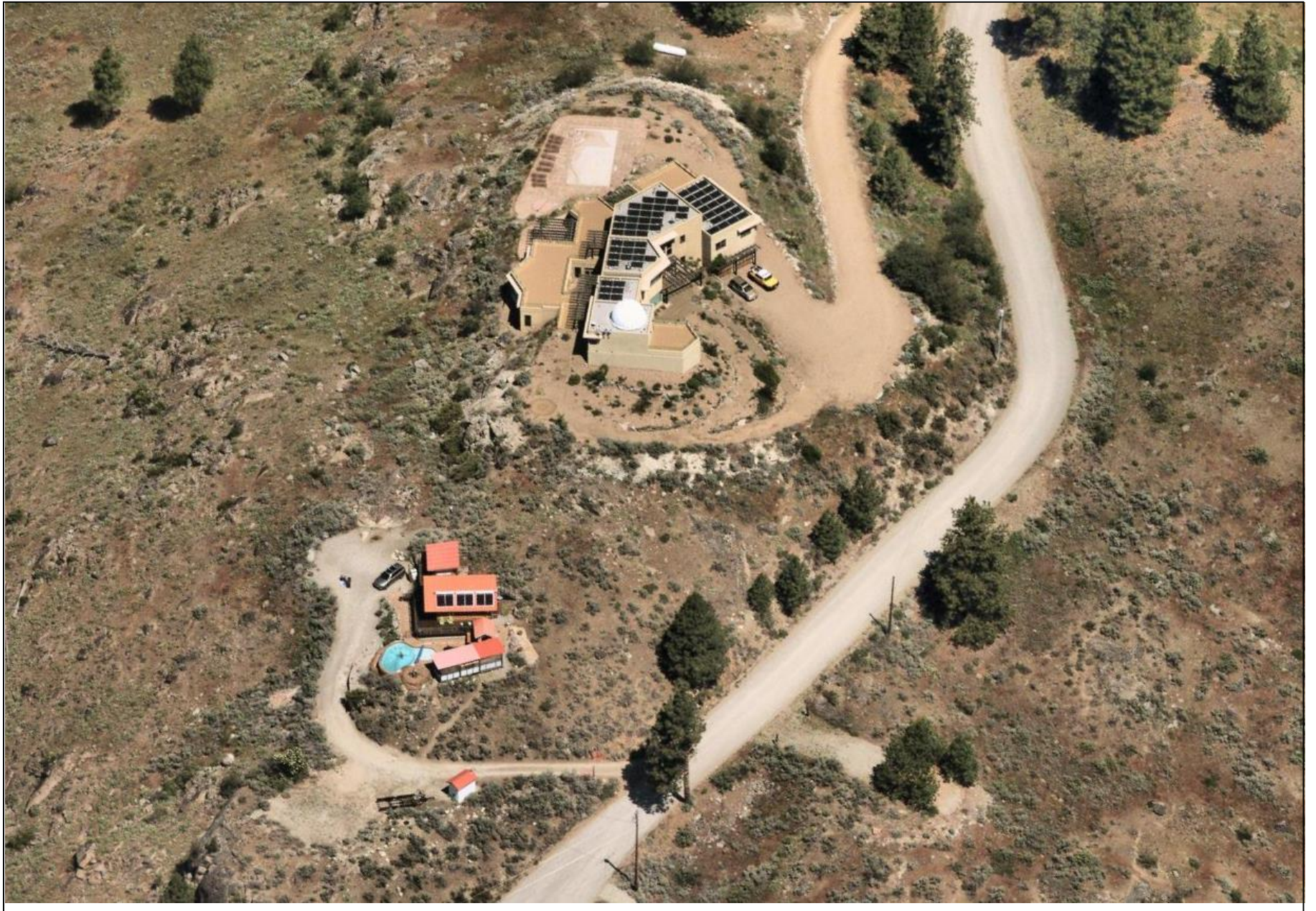
Endorsed by:



C. Garrish, Senior Manager of Planning

Attachments: No. 1 – Aerial Imagery (2024)
No. 2 – Site Photo (Google Streetview from Highway 3)

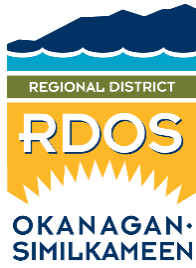
Attachment No. 1 – Aerial Imagery (2024)



Attachment No. 2 – Site Photo (Google Streetview from Highway 3)



File No: A2024.025-DVP



Development Variance Permit

FILE NO.: A2024.025-DVP

Owner:

Agent:

GENERAL CONDITIONS

1. This Development Variance 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 and provisions of this Permit, and any plans and specifications attached to this Permit that 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 Development Variance Permit is not a Building Permit.

APPLICABILITY

5. This Development Variance Permit is substantially in accordance with Schedules 'A' through 'I', and applies to and only to those lands within the Regional District described below, and any and all buildings, structures and other development thereon:

Legal Description: Lot 4, Plan KAP33044, District Lot 2709, SDYD

Civic Address: 126 Deerfoot Road

Parcel Identifier (PID): 003-263-657 Folio: A-06748.228

CONDITIONS OF DEVELOPMENT

6. The land specified in Section 5 may be developed in accordance with the following variances to the Okanagan Valley Zoning Bylaw No. 2800, 2022 in the Regional District of Okanagan-Similkameen:
 - a) the minimum interior side parcel line setback for a principal building in the Large Holdings One (LH1) Zone, as prescribed in Section 14.1.5(a)(iii), is varied:
 - i) from: 4.5 metres

to: 1.75 metres to the outermost projection as shown on Schedule 'B'.

COVENANT REQUIREMENTS

7. Not applicable

SECURITY REQUIREMENTS

8. Not applicable

EXPIRY OF PERMIT

9. The development shall be carried out according to the following schedule:
- a) In accordance with Section 504 of the *Local Government Act* and subject to the terms of the permit, if the holder of this permit does not substantially start any construction with respect to which the permit was issued within two (2) years after the date it was issued, the permit lapses.
 - b) Lapsed permits cannot be renewed; however, an application for a new development permit can be submitted.

Authorising resolution passed by the Regional Board on _____, 2024.

J. Zaffino, Chief Administrative Officer

Regional District of Okanagan-Similkameen

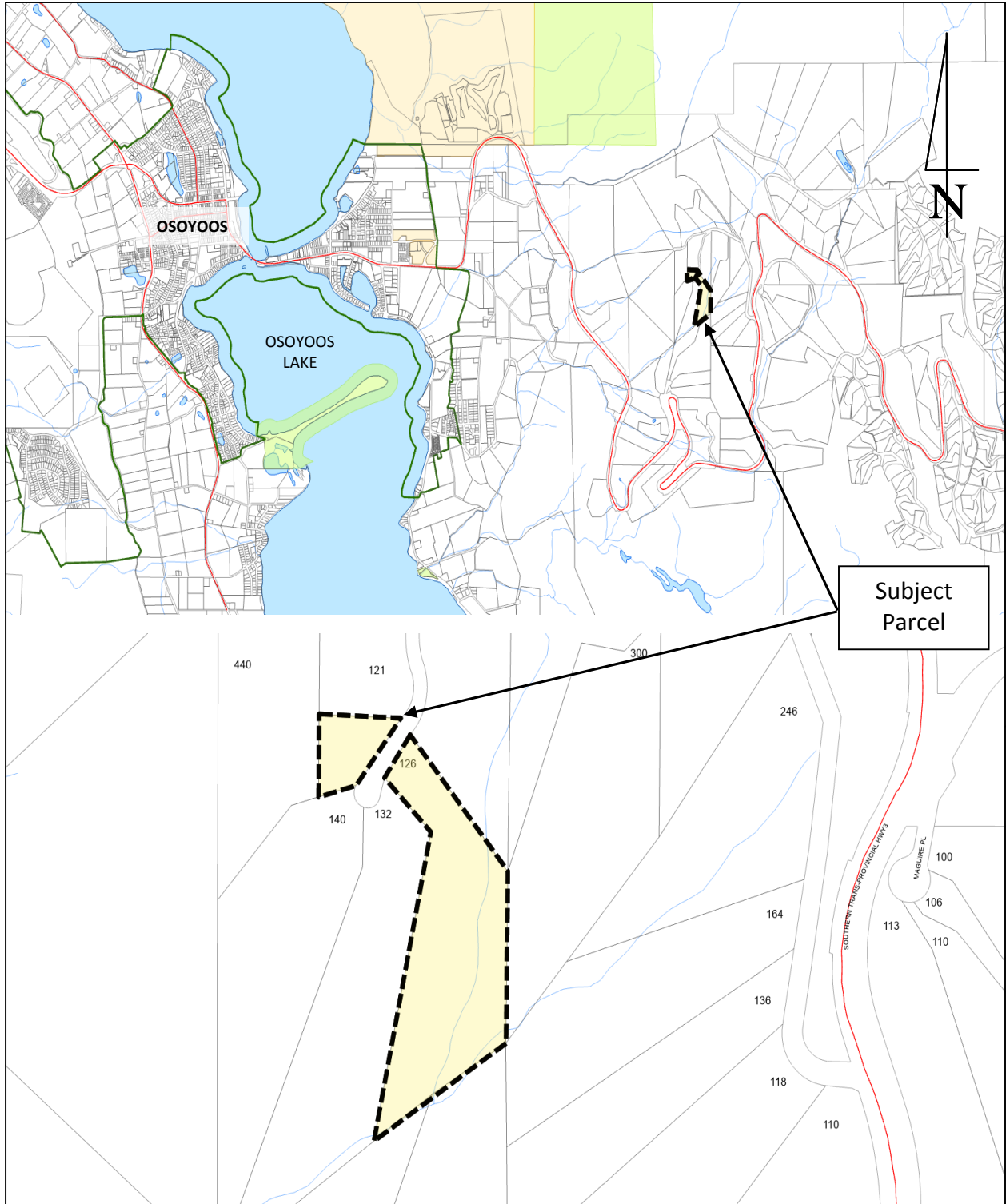
101 Martin St, Penticton, BC, V2A-5J9
Tel: 250-492-0237 Email: planning@rdos.bc.ca



Development Variance Permit

File No. A2024.025-DVP

Schedule 'A'



Development Variance Permit No. A2024.025-DVP

Page 3 of 11

Regional District of Okanagan-Similkameen

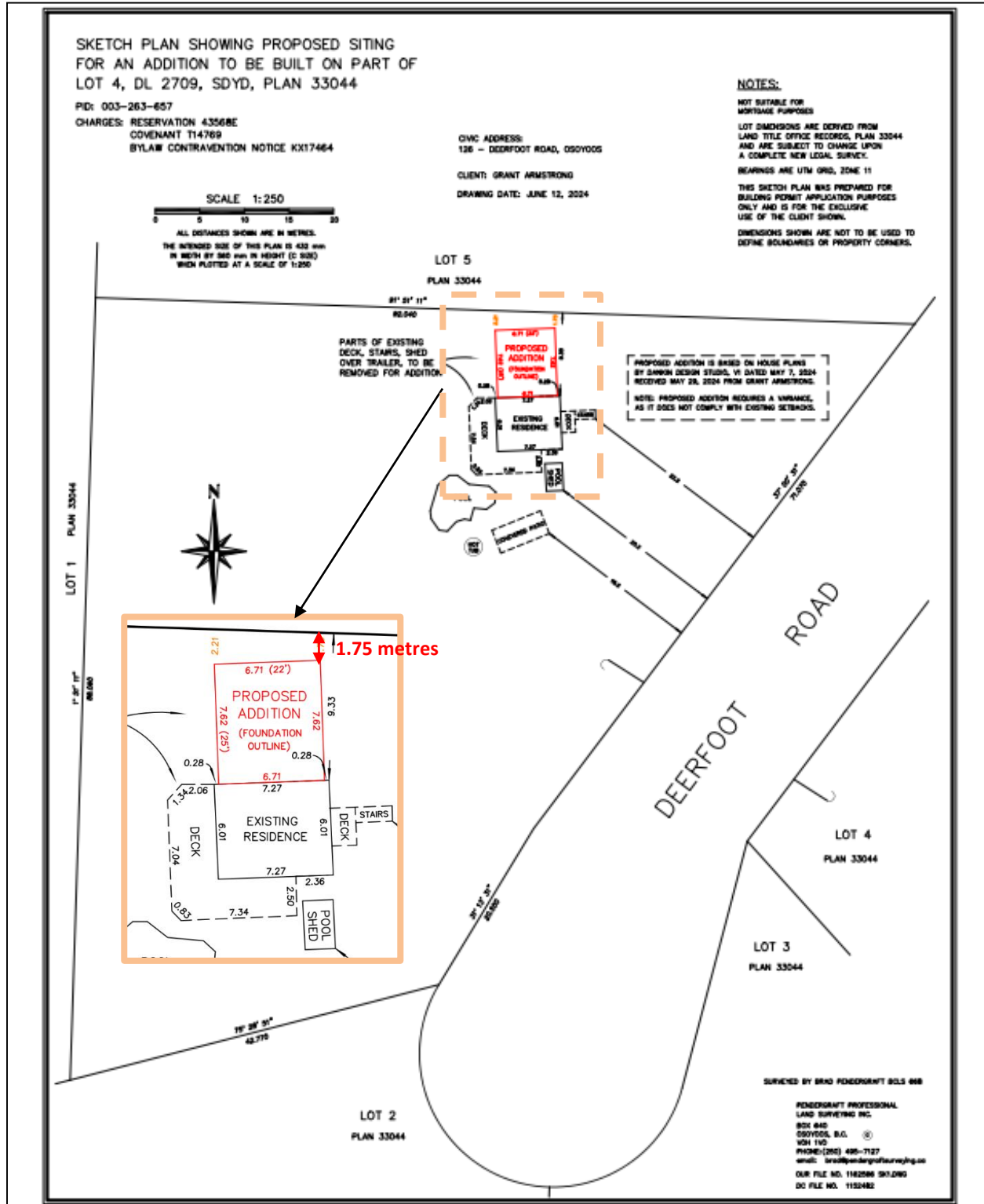
101 Martin St, Penticton, BC, V2A-5J9
 Tel: 250-492-0237 Email: planning@rdos.bc.ca



Development Variance Permit

File No. A2024.025-DVP

Schedule 'B'



Development Variance Permit No. A2024.025-DVP

Page 4 of 11

Regional District of Okanagan-Similkameen

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

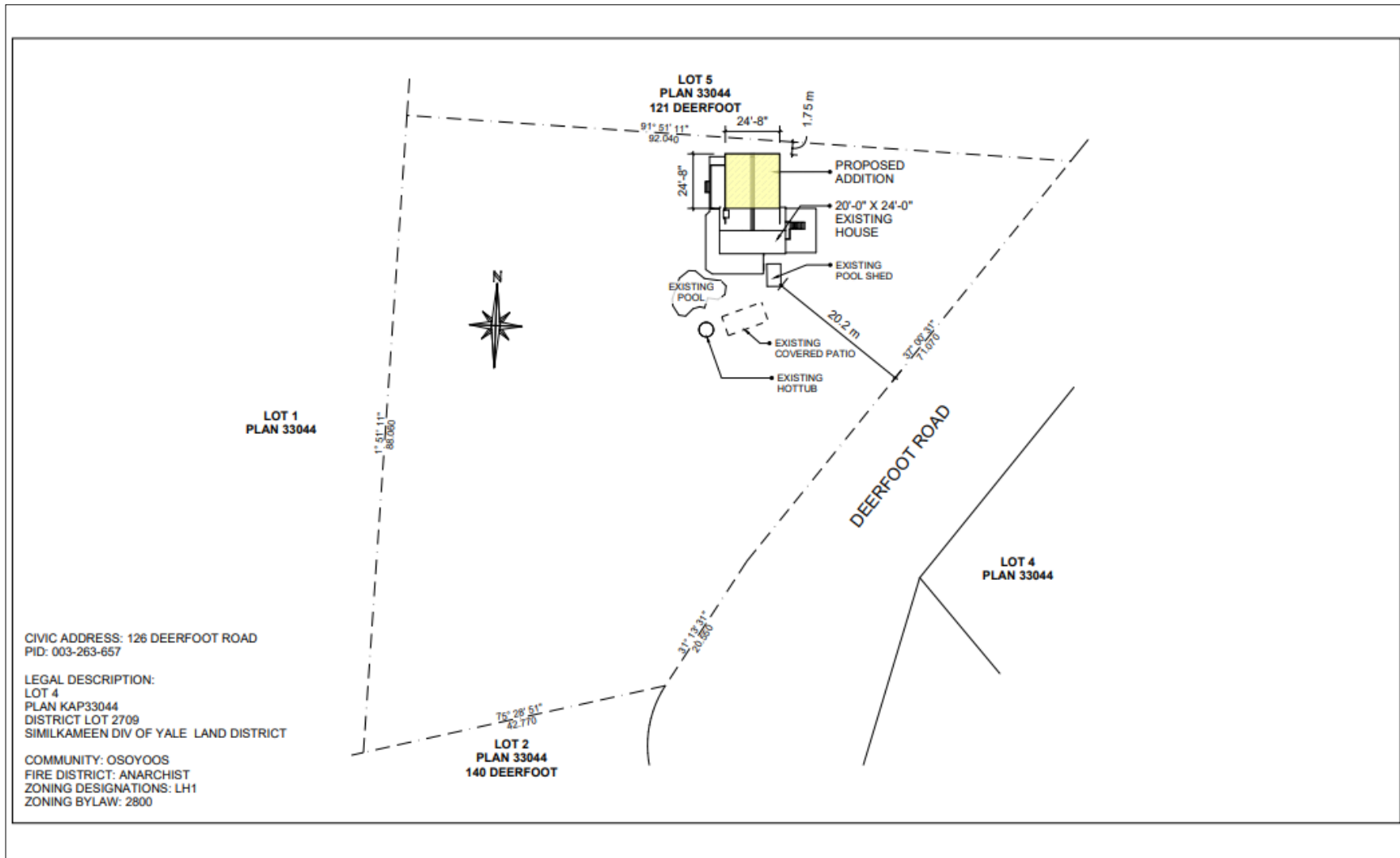
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. A2024.025-DVP

Schedule 'C'



Regional District of Okanagan-Similkameen

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

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



Development Variance Permit

File No. A2024.025-DVP

Schedule 'D'

GRANT ARMSTRONG

126 DEERFOOT ROAD,
OSOYOOS, BC V0H 1V6



Regional District of Okanagan-Similkameen

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

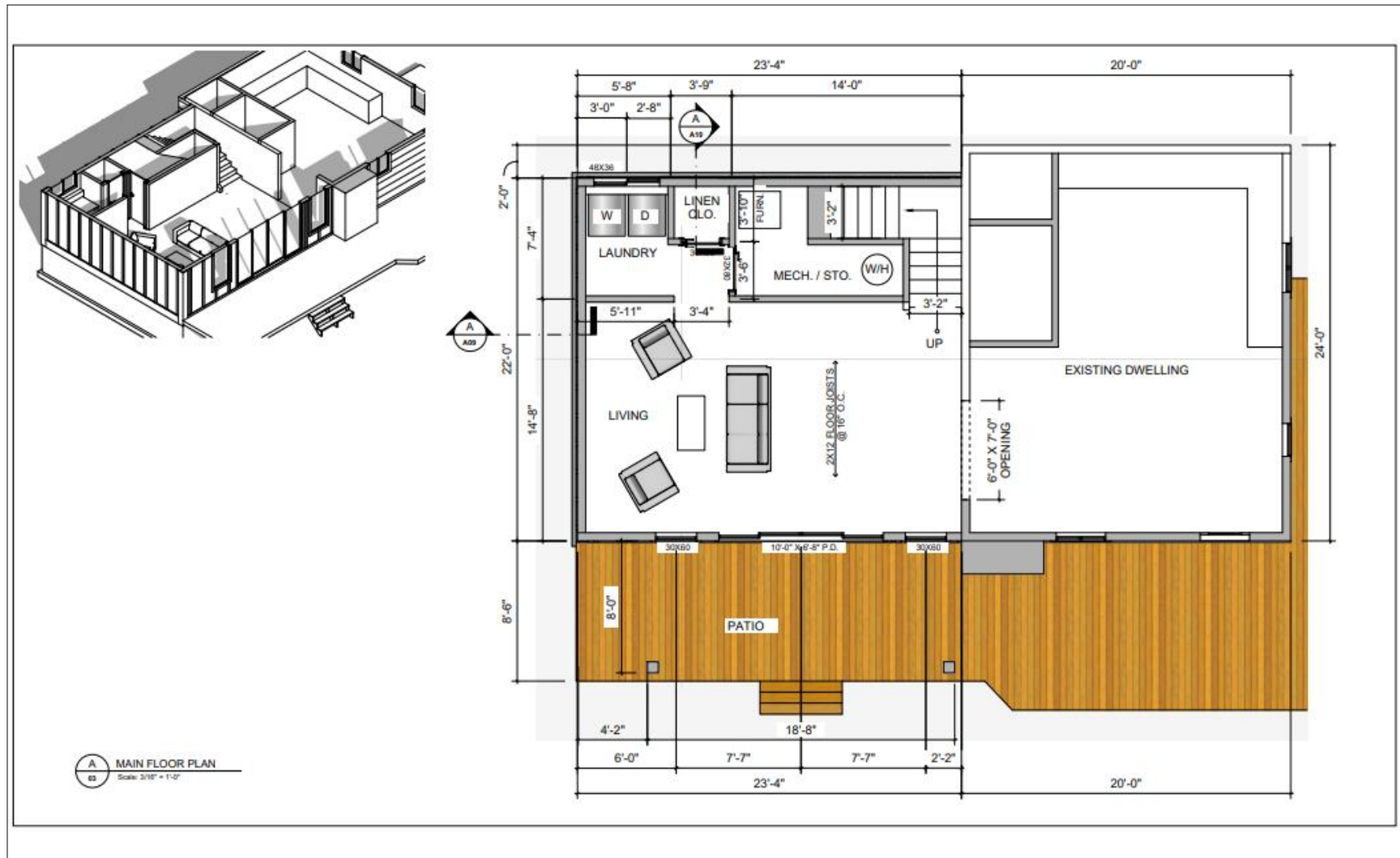
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. A2024.025-DVP

Schedule 'E'



Development Variance Permit No. A2024.025-DVP

Page 7 of 11

Regional District of Okanagan-Similkameen

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

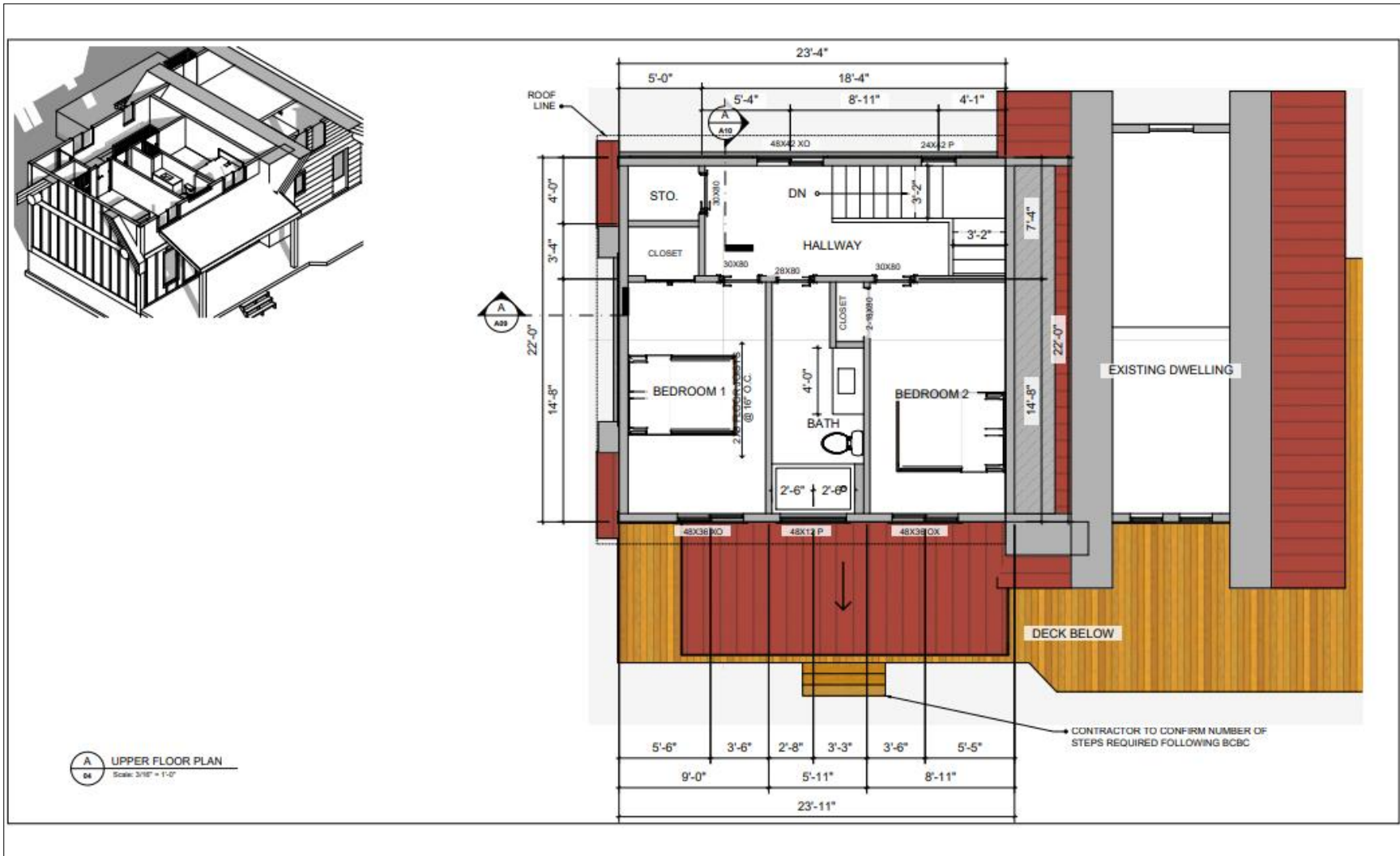
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. A2024.025-DVP

Schedule 'F'



Development Variance Permit No. A2024.025-DVP

Page 8 of 11

Regional District of Okanagan-Similkameen

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

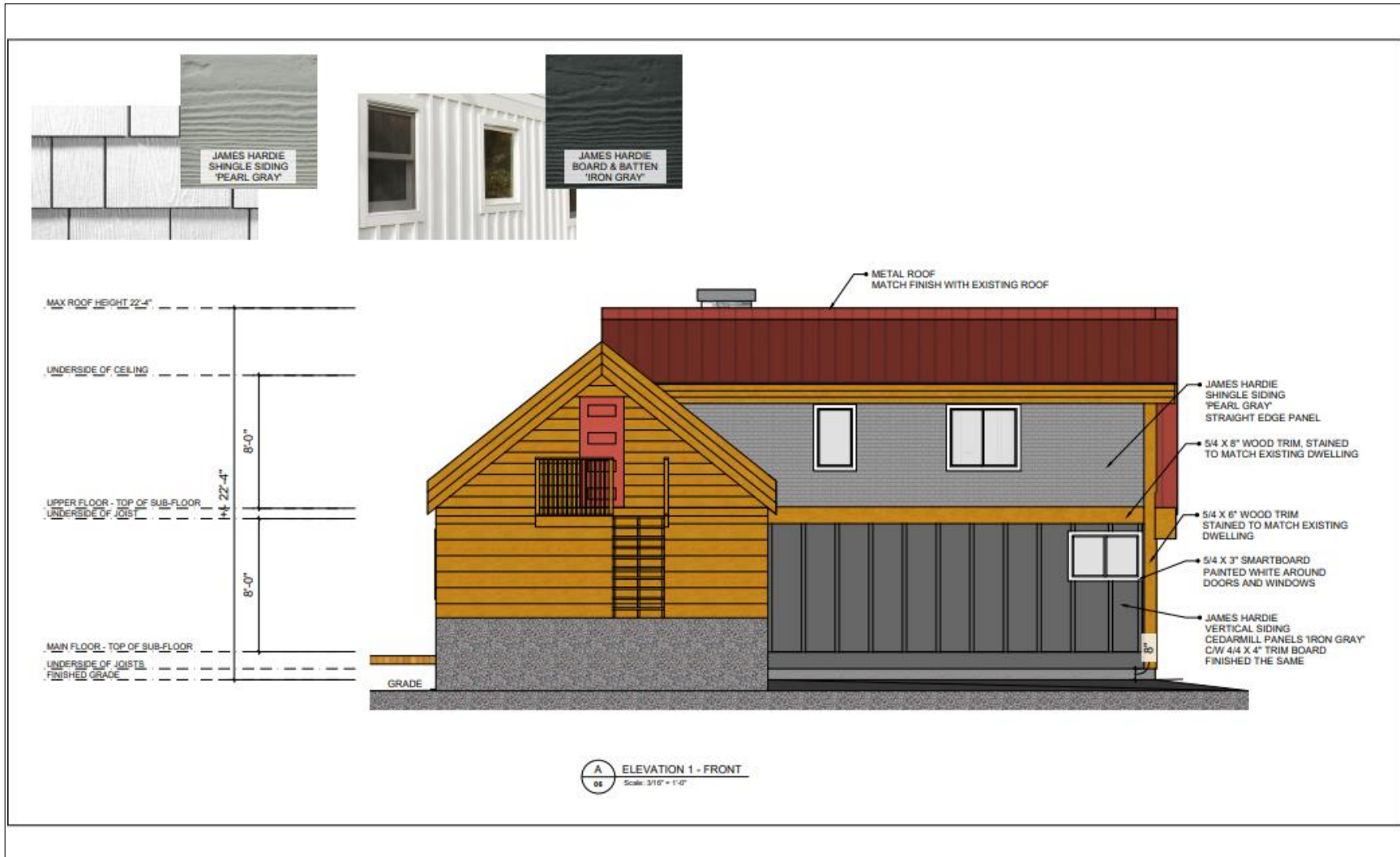
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. A2024.025-DVP

Schedule 'G'



Development Variance Permit No. A2024.025-DVP

Page 9 of 11

Regional District of Okanagan-Similkameen

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

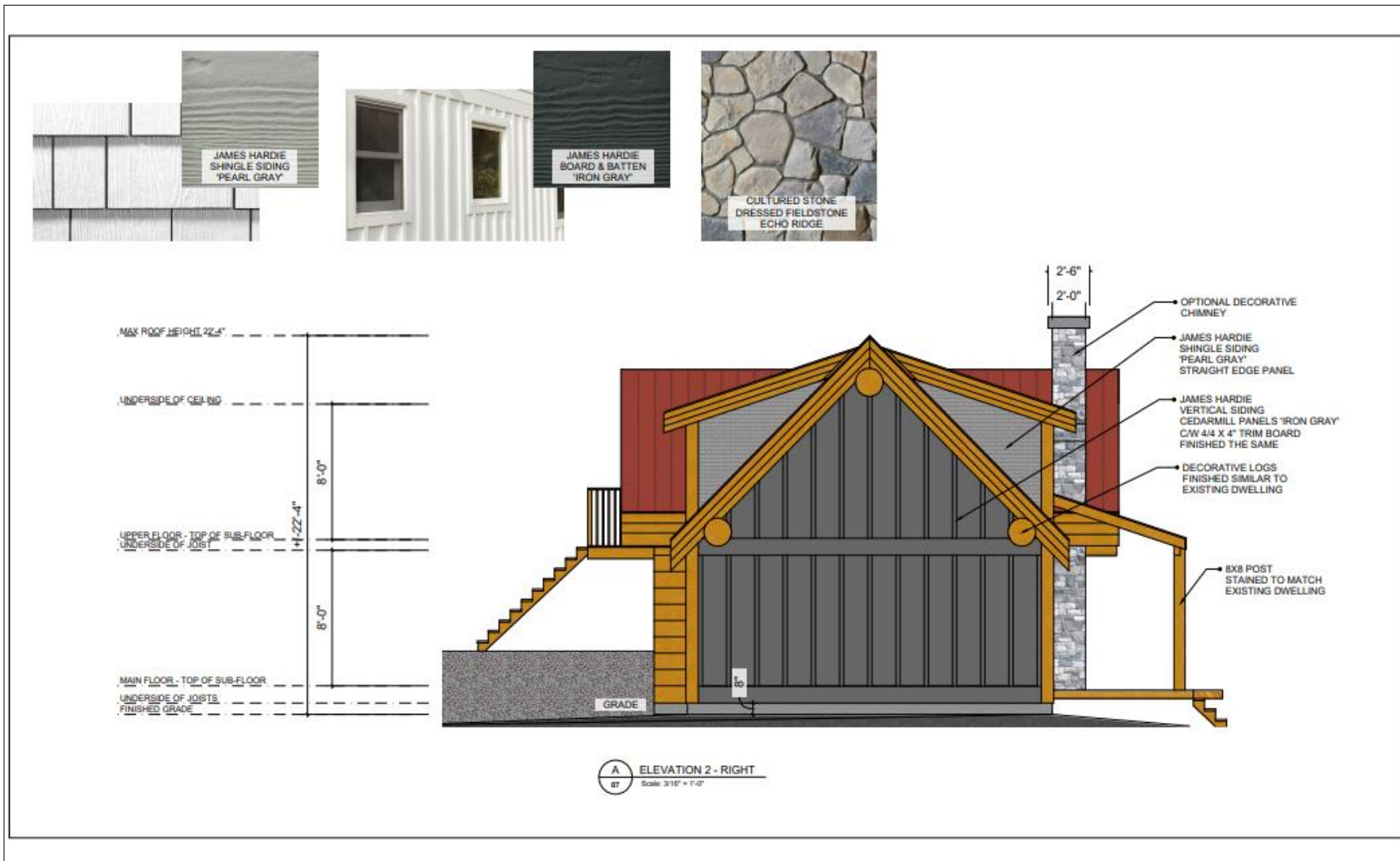
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. A2024.025-DVP

Schedule 'H'



Regional District of Okanagan-Similkameen

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

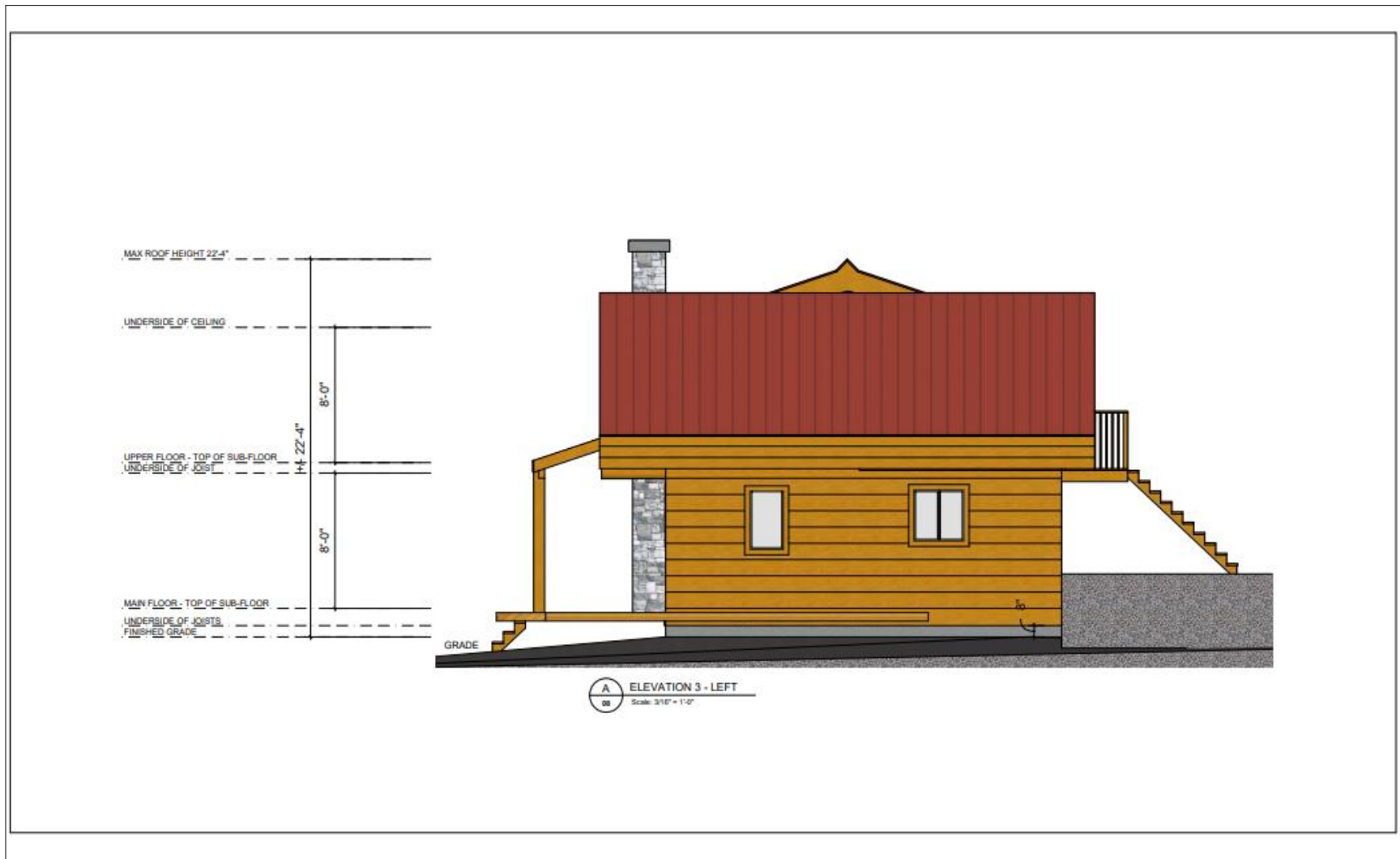
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. A2024.025-DVP

Schedule '1'





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.: A2024.025-DVP

FROM: Name: Ajai and Jackie Sehgal

(please print)

Street Address: _____

RE: **Development Variance Permit (DVP) Application**
126 Deerfoot Road, Electoral Area "A"

My comments / concerns are:

- I do support the proposed variances at **126 Deerfoot Road**.
- I do not support the proposed variances at **126 Deerfoot Road**.

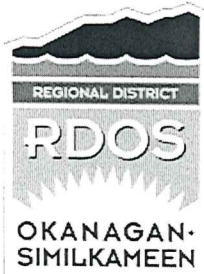
Please provide any comments you wish the Board to consider:

Being the neighboring property, we are the most affected by this variance request. After discussion with the proponent of the variance, and given the setback of our home from the property line at that location, granting this variance will not impact the enjoyment of our property and therefore we support it. During the surveying of the property, it was discovered that the driveway at 126 Deerfoot Road has crossed the property line by a small amount. Agreement to this variance is not an agreement to grant any other variance including the fact that the driveway is encroaching on our property.

Feedback Forms must be submitted to the RDOS office by **August 19, 2024**.

All representations, including names, will be made public if and when they are included in the Board Agenda.

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: Corporate Officer, 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.:** A2024.025-DVP

FROM: Name: MAREK BANAK ELZBIETA BANAK
(please print)

Street Address: _____ 46

RE: Development Variance Permit (DVP) Application
126 Deerfoot Road, Electoral Area "A"

RECEIVED
Regional District

OCT 08 2024

101 Martin Street
Penticton BC V2A 5J9

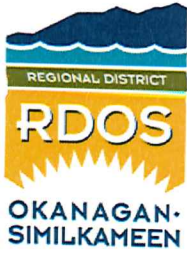
My comments / concerns are:

- I do support the proposed variances at 126 Deerfoot Road.
- I do not support the proposed variances at 126 Deerfoot Road.

Please provide any comments you wish the Board to consider:

Feedback Forms must be submitted to the RDOS office by **October 23, 2024**.
All representations, including names, will be made public if and when they are included in the Board Agenda.

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: Corporate Officer, 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.:** A2024.025-DVP

FROM: Name: Ian Christman & Stefanie van Hooijdonk (owners)
 (please print)

Street Address: Osyoos (RDOS Electoral A) V0H 1V6

RE: **Development Variance Permit (DVP) Application**
126 Deerfoot Road, Electoral Area "A"

My comments / concerns are:

- I do support the proposed variances at **126 Deerfoot Road**.
- I do not support the proposed variances at **126 Deerfoot Road**.

Please provide any comments you wish the Board to consider:

We support the application.

Feedback Forms must be submitted to the RDOS office by **August 19, 2024**.
 All representations, including names, will be made public if and when they are included in the Board Agenda.

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: Corporate Officer, RDOS, 101 Martin Street, Penticton, BC V2A 5J9, 250-492-0237.

Lauri Feindell

Subject:

FW: DVP App # A2024.025-DVP

From: Karen Goodfellow

Sent: August 19, 2024 12:50 PM

To: Planning <planning@rdos.bc.ca>

Cc:

Subject: DVP App # A2024.025-DVP

I there....regarding this DVP, I support it 100%.

Karen Goodfellow MTC RCS

ADMINISTRATIVE REPORT



TO: Board of Directors
FROM: J. Zaffino, Chief Administrative Officer
DATE: December 7, 2023
RE: Temporary Use Permit Application – Electoral Area “E” (E2024.031-TUP)

Administrative Recommendation:

THAT Temporary Use Permit No. E2024.031-TUP, to allow a vacation rental use at 3260 McKay Road, be approved.

Legal: Lot 2, Plan KAP52397, District Lot 210, SDYD Folio: E-02212.020
OCP: Agriculture (AG) Zone: Agriculture (AG1)

Proposed Development:

This application is seeking to renew an existing permit for a vacation rental use on the property through the issuance of a Temporary Use Permit (TUP).

While the applicant has not provided a rationale in support of this proposal, the applicant has summarized the proposal as the renewal of an existing vacation rental (VRBO), to operate from May-October.

Site Context:

The subject property is approximately 4.2 ha in area and is situated on the east side of McKay Road and west side of Robinson Avenue. It is understood that the parcel is comprised of a single detached dwelling, accessory dwelling, farm building, and vineyards.

The surrounding pattern of development is generally characterised by agriculture to the north and south, with a mix of low density residential and rural-residential uses to the east and west.

Background:

The current boundaries of the subject property were created by a Plan of Subdivision deposited with the Land Titles Office. The current boundaries of the subject property were created by a Plan of Subdivision deposited with the Land Titles Office in Kamloops on June 7, 1994 while available Regional District records indicate that building permits for the two dwellings (1994, 1995) have been issued for this property.

Under the Electoral Area “E” Official Community Plan Bylaw No. 3010, 2023, the subject property is currently designated Agriculture (AG) and is the subject of Watercourse Development Permit (WDP) and Environmentally Sensitive Development Permit (ESDP) Area designations.

Under the Okanagan Valley Zoning Bylaw No. 2800, 2022, the property is currently zoned Agriculture One (AG1), which lists single detached dwelling as a permitted principal use and “accessory dwelling” as a permitted accessory use.

The property is located within the Agricultural Land Reserve (ALR).

BC Assessment has classified the property as part “Residential” (Class 01) and part “Farm” (Class 09).

Temporary Use Permits have previously been issued for this property in 2017, 2018 and 2021 to authorize the subject 2-bedroom, 4-guest vacation rental use in the accessory dwelling. No bylaw enforcement complaints related to the vacation rental have been received by the Regional District.

Public Process:

Adjacent property owners received notification of this application with written comments being accepted up until October 9, 2024. All comments received are included as a separate item on the Board’s Agenda.

Analysis:

In considering this proposal, Administration notes that the intent of the Regional District Board’s Vacation Rental Temporary Use Permit Policy is to determine if “a vacation rental use is inappropriate, incompatible or unviable at a particular location”.

Where a vacation rental has been deemed inappropriate, the Board Policy further directs that “a permit may be allowed to lapse or not renewed...within a relatively short period”.

Administration notes that the proposed use has been operated seasonally since 2017 and that no bylaw enforcement complaints have been received related to the vacation rental.

Further, there have been no changes to the proposed use and for this reason, Administration maintains its previous analysis that the proposed use aligns with the vacation rental policies in the Electoral Area “E” OCP.

Summary

The proposed use is consistent with the Board’s Vacation Rental Temporary Use Permit policy and the Electoral Area “E” Official Community Plan. For this reason, Administration recommends that the Temporary Use Permit application be approved.

Financial Implications:

Financial implications have been considered and none were found.

Communication Strategy:

The proposed Temporary Use Permit (TUP) has been notified in accordance with the requirements of the *Local Government Act* as well as the Regional District’s Development Procedures Bylaw No. 2500, 2011.

Alternatives:

1. THAT the Board of Directors deny Temporary Use Permit No. E2024.031-TUP.

Respectfully submitted:

Ben Kent

Ben Kent

Endorsed By:



C. Garrish, Senior Manager of Planning

Attachments: No. 1 – Agency Referral List

No. 2 – Aerial Photo

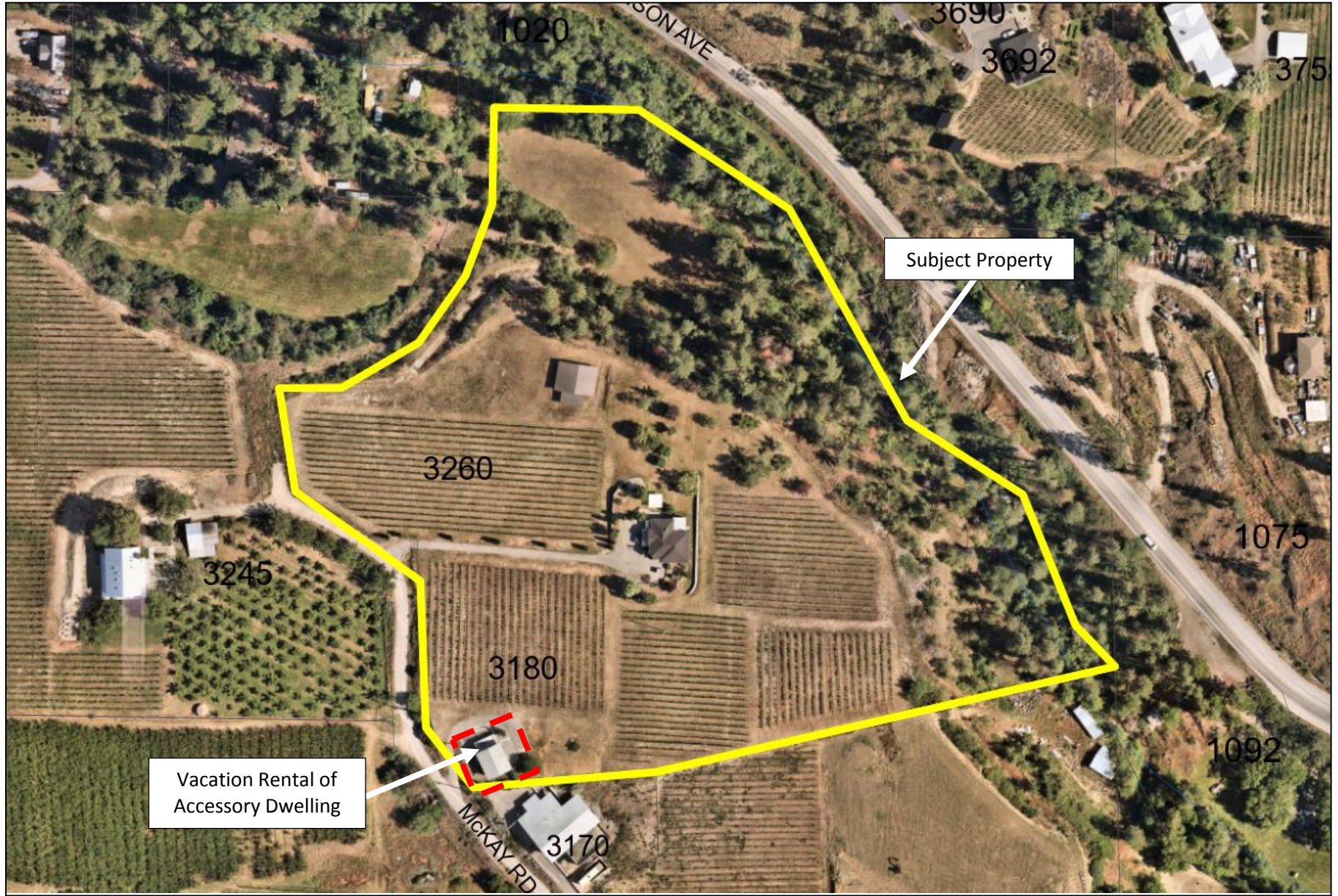
No. 3 – Site Photo

Attachment No. 1 – Agency Referral List

Referrals have been sent to the following agencies as highlighted with a , regarding Temporary Use Permit No. E2024.031-TUP:

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

Attachment No. 2 – Aerial Photo



Attachment No. 3 – Site Photo (Google Street View – 2023)





TEMPORARY USE PERMIT

FILE NO.: E2024.031-TUP

Owner:

Agent:

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', and 'C' and described below:

Legal Description: Lot 2, Plan KAP52397, District Lot 210, SDYD

Civic Address: 3260 McKay Road, Naramata

Parcel Identifier (PID): 018-787-762 Folio: E-02212.020

TEMPORARY USE

6. In accordance with Section 22.0 of the Electoral Area "E" Official Community Plan Bylaw No. 2458, 2008, the land specified in Section 5 may be used for a "vacation rental" use as defined in the Electoral Area "E" Zoning Bylaw, being the use of a residential dwelling unit for the accommodation of paying guests occupying the dwelling unit for a period of less than 30 days.

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 May 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 "E" 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 two (2);
 - d) the number of paying guests that may be accommodated at any time shall not exceed four (4);
 - e) a minimum of two (2) 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 November 7, 2027.

Authorising resolution passed by the Regional Board on _____, 2024.

J. Zaffino, Chief Administrative Officer

Regional District of Okanagan-Similkameen

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

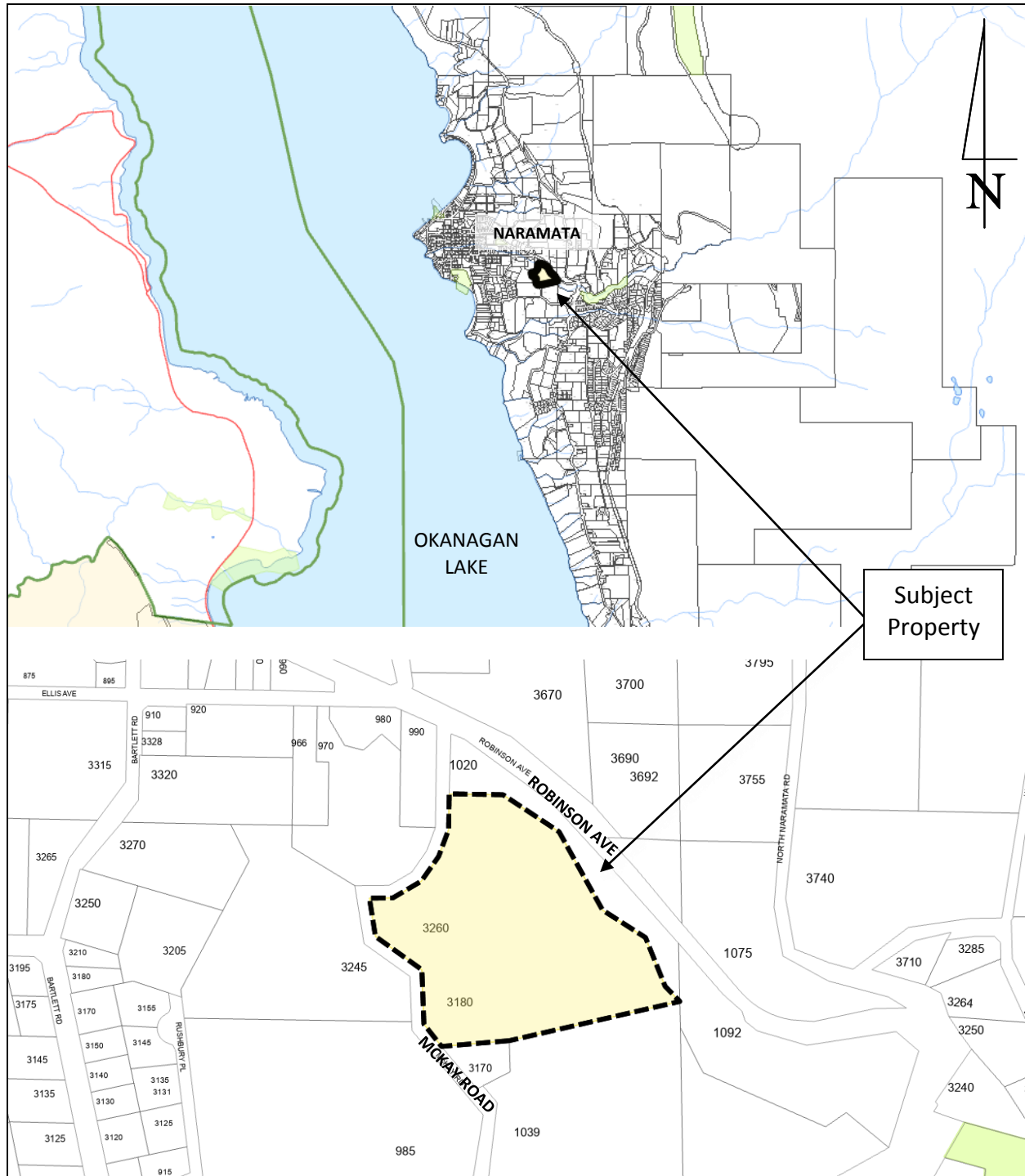
Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. E2024.031-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. E2024.031-TUP

Schedule 'B'



Temporary Use Permit No. E2024.031-TUP

Page 5 of 7

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. E2024.031-TUP

Schedule 'C'



Temporary Use Permit No. E2024.031-TUP

Page 6 of 7

Regional District of Okanagan-Similkameen

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

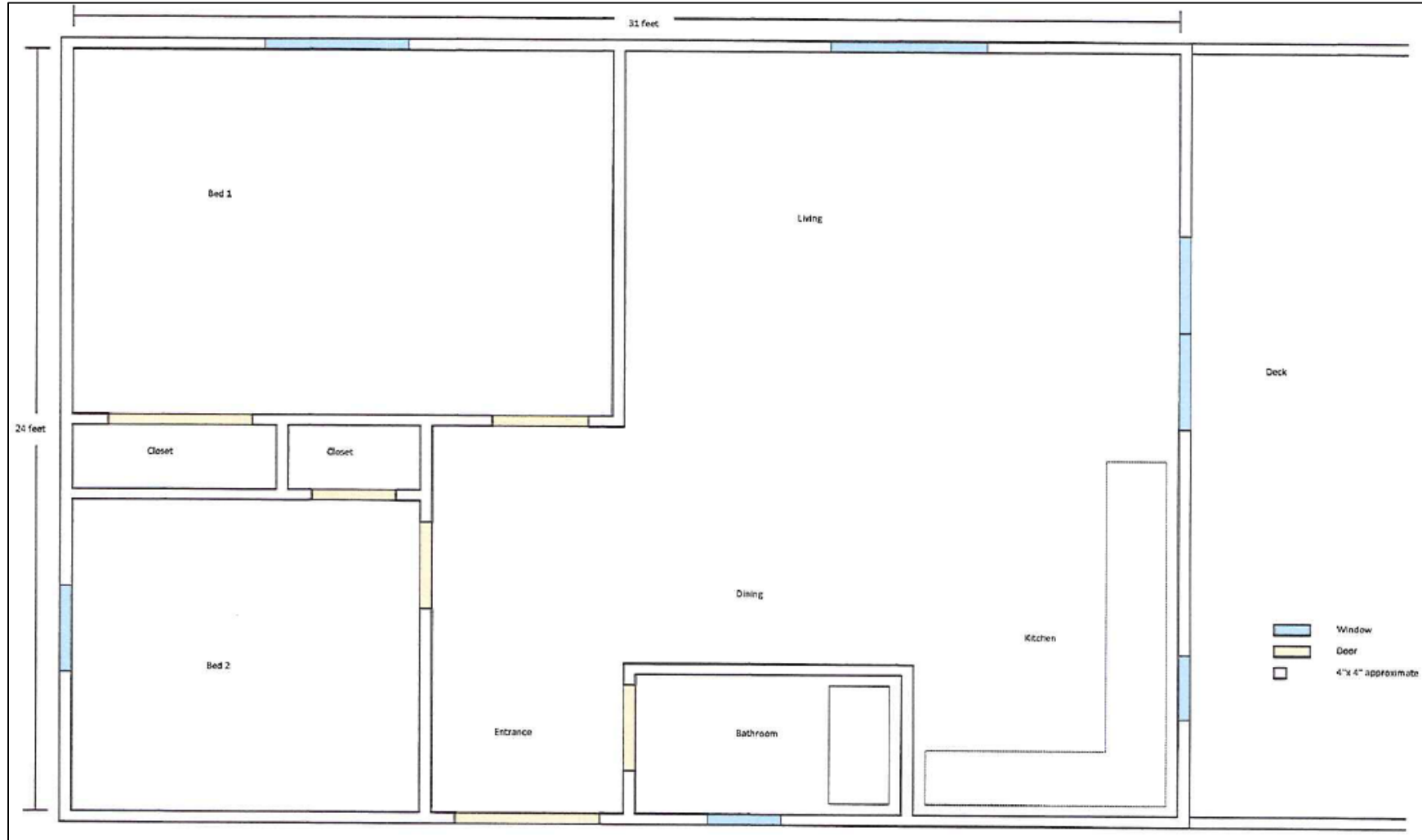
Telephone: 250-492-0237 Email: planning@rdos.bc.ca



Temporary Use Permit

File No. E2024.031-TUP

Schedule 'D'



Temporary Use Permit No. E2024.031-TUP

Page 7 of 7

Oct 5, 2024

Regional District of Okanagan Similkameen
101 Martin Street
Penticton, B. C.
V2A 5J9

RE: 3260 McKay Road Vacation Rental TUP

Dear RDOS

Re: TUP Application No. E2024.031-TUP Naramata BC

We are writing this letter in opposition to TUP Application No. E2024.031-UP P for a vacation rental at 3260 McKay Rd, Naramata, BC.

We are Power of Attorney's for our mother Roberta Berry, who owns a property below 3260 McKay Rd, at 970 Robinson Ave, Naramata, BC. We have seen a significant increase in the number of people walking through mom's property which is posted Private Property.

Currently there is no legal requirement in Naramata for the owner(s) or a fulltime caretaker to live on the premises, however without this requirement, vacation rentals can be loud and obtrusive. The vacation rentals provide very little positive impact to our community, but the vacation renters use Naramata's resources and infrastructure extensively. If the owners of the property want to have a positive impact on the community renting out the area they had planned for the vacation rental on a long term basis would accomplish this.

For the reasons set out above, we are opposed to this TUP Application and ask that it be denied.

Yours truly,

MATT AND MARK BERRY
Naramata BC

Lauri Feindell

From: ALC Referrals ALC:EX <ALC.Referrals@gov.bc.ca>
Sent: September 18, 2024 2:17 PM
To: Ben Kent
Subject: RE: Referral - TUP (vacation rental) - 3260 McKay Road | File No. E2024.031-TUP

Ben

ALC's staff advises the interpretation of the current regulation(s) are that vacation rentals are permitted only where the Property has BC Assessment "Farm" status.

If the property does not have "farm" status, the ALC does not support the re-issuance of the TUP for vacation rental on the Property.

Regards



Martin Collins,
Regional Planner | Agricultural Land Commission
201 – 4940 Canada Way, Burnaby, BC, V5G 4K6
T 604-953-6673 |
www.alc.gov.bc.ca

If you are not the intended recipient of this e-mail and attachments please notify the sender by return e-mail and delete the e-mail and attachments immediately. This e-mail and attachments may be confidential and privileged. Confidentiality and privilege are not lost by this e-mail and attachments having been sent to the wrong person. Any use of this e-mail and attachments by an unintended recipient is prohibited.

From: Ben Kent <bkent@rdos.bc.ca>
Sent: Wednesday, September 18, 2024 11:15 AM
To: ALC Referrals ALC:EX <ALC.Referrals@gov.bc.ca>; Naramata Fire Chief <NaramataFC@rdos.bc.ca>
Subject: Referral - TUP (vacation rental) - 3260 McKay Road | File No. E2024.031-TUP

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Re: Project No. E2024.031-TUP
Vacation Rental Temporary Use Permit (re-issuance)

Please find attached a Referral sheet for a Temporary Use Permit application, along with a link to our web page with the relevant documentation.

Please review and forward your comments to planning@rdos.bc.ca by October 8, 2024.

Kind Regards,

ADMINISTRATIVE REPORT



TO: Board of Directors
FROM: J. Zaffino, Chief Administrative Officer
DATE: November 7, 2024
RE: Development Variance Permit Application — Electoral Area “I” (I2024.013-DVP)

Administrative Recommendation:

THAT Development Variance Permit No. I2024.013-DVP, to allow for the construction of a single detached dwelling with a secondary suite at 195 Snow Mountain Place, be approved.

Legal: Strata Lot 5, District Lot 395S, SDYD, Plan KAS3172 Folio: I-02807.858

OCP: Low Density Residential (LR) Zone: Low Density Residential Apex Duplex (RD2)

Variance Request: to reduce the minimum interior side parcel line setback from 3.0 metres to 1.926 metres.

Proposed Development:

This application is seeking a variance to the interior side parcel line setback that applies to the subject property in order to undertake the development of a single detached dwelling with a secondary suite. Specifically, it is being proposed to vary the minimum interior side parcel line setback for a principal building from 3.0 metres to 1.926 metres.

In support of this request, the applicant has stated that:

With the majority of our strata’s lots being odd shaped, and having similar front to rear depths (approximately 20 metres), these new [setback] restrictions create an unnecessary hardship on any remaining owners wishing to develop. The restrictions do not allow for any new structure to have a footprint depth of much more than 6 meters (not even a car garage), and effectively sterilize our strata’s remaining, undeveloped lots, restricting the ability to build practical & functional homes. These setbacks would also create major inconsistencies in both the look, and structure of our neighbourhood overall, making any new builds stand out in a very odd way.

Site Context:

The subject property is approximately 565 m² in area and is situated on the western end of Snow Mountain Place at Apex. The property is understood to be vacant.

The surrounding pattern of development is generally characterised by low density residential development, comprising of single detached and duplex dwellings.

Background:

The current boundaries of the subject property were created by a Plan of Subdivision deposited with the Land Titles Office in Kamloops on January 29, 2007, while available Regional District records indicate that building permits have not previously been issued for this property.

Under the Electoral Area “1” Official Community Plan (OCP) Bylaw No. 2683, 2016, the subject property is currently designated Low Density Residential (LR).

Under the Okanagan Valley Zoning Bylaw No. 2800, 2022, the property is currently zoned Low Density Residential Apex Duplex (RD2) which permits “single detached dwelling” as a principal use, and “secondary suite, subject to Section 7.10” as an accessory use.

BC Assessment has classified the property as “Residential” (Class 01).

Public Process:

In accordance with Section 2.4 of Schedule 4 (Application for a Development Variance Permit) of the Regional District’s Development Procedures Bylaw No. 2500, 2011, adjacent residents and property owners were notified of this DVP application on March 28, 2024, and provided 15 working days to submit comments electronically or in-person to the Regional District.

On September 13, 2024, the applicant submitted updated plans which resulted in a change to the variance request. Subsequently, adjacent residents and property owners were re-notified of the updated DVP application on September 18, 2024, and provided 15 working days to submit comments electronically or in-person to the Regional District.

As of October 10, 2024, being 15 working days from the date of re-notification, approximately two representations have been received electronically or by submission at the Regional District office.

Analysis:

The Zoning Bylaw’s use of setback regulations is generally to provide for physical separation and open space between neighbouring properties, ensure consistency in streetscapes and mitigate potential conflicts between neighbouring land uses. When a parcel is also adjacent a roadway, setbacks are further employed to maintain adequate sightlines for vehicle traffic movements.

In considering this proposal, Administration notes that while the variance would allow the dwelling to be constructed closer to westerly parcel boundary, the westerly adjacent parcel is predominantly undeveloped Crown land which is held for future development of the Apex Mountain Ski Resort. The proposed setback variance would not result in the proposed building being sited closer to neighbouring properties to the north and south. In this regard, the proposed setback reduction is not seen to negatively impact nearby residential lots.

Additionally, despite being considered as the interior side parcel line setback under the Zoning Bylaw, the proposed setback to be varied is the de facto rear parcel line setback of the property. That is to say, should the parcel not be located within a strata, the parcel line setback in question would be considered to be a rear parcel line setback.

The placement of a dwelling unit within 1.926 metres of the de facto rear parcel line setback appears does not appear to be uncommon in the surrounding area, particularly in consideration of the existing development on the south side of Snow Mountain Place.

Alternative:

Conversely, Administration recognises that a 35.8% reduction in the minimum interior side parcel line setback is fairly substantial.

In particular, it is noted that, as a part of the Apex Zone Review in 2020, amendments were made to various zones at Apex to address long-standing concerns regarding snow storage. Specifically, parcel line setbacks were increased and new snow storage requirements were introduced which require, for parcels providing four or more outdoor parking spaces, the provision of snow storage areas proportional to the required parking area. A reduction to an interior side parcel line setback would typically run contrary to this direction and undermine the intent of the associated changes.

Despite this, it is noted that approximately 32.6 m² of snow storage areas have been identified in the applicant's site plan, and that the submitted floor plans delineate adequate indoor parking for the proposed development.

Furthermore, it is noted that the requested 1.926 metre interior side parcel line setback would accommodate a set of stairs located to the rear of the building, and that the outermost portion of the building (including a roof overhang and patio area) would be approximately 2.25 metres from the interior side parcel line (i.e., a 25% setback reduction).

Summary:

For these reasons, Administration supports the requested variance and is recommending approval.

Financial Implications:

Financial implications have been considered and none were found.

Communication Strategy:

The proposed variance has been notified in accordance with the requirements of the *Local Government Act* as well as the Regional District's Development Procedures Bylaw No. 2500, 2011.

Alternative:

1. That the Board deny Development Variance Permit No. I2024.013-DVP.

Respectfully submitted



Shannon Duong, Planner II

Endorsed by:



C. Garrish, Senior Manager of Planning

Attachments: No. 1 – Site Photo (Google Streetview)

No. 2 – 3D Renderings (East)

No. 3 – 3D Renderings (Southeast)

No. 4 – 3D Renderings (Southwest)

No. 5 – 3D Renderings (West)

No. 6 – 3D Renderings (Northeast)

Attachment No. 1 – Aerial Imagery (2022)



Subject Property
(APPROX. BOUNDARIES)

Attachment No. 2 – 3D Renderings (East)



Attachment No. 3 – 3D Renderings (Southeast)



Attachment No. 4 – 3D Renderings (Southwest)



Attachment No. 5 – 3D Renderings (West)



Attachment No. 13 – 3D Renderings (Northeast)





Development Variance Permit

FILE NO.: I2024.013-DVP

Owner:

Agent:

GENERAL CONDITIONS

1. This Development Variance 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 and provisions of this Permit, and any plans and specifications attached to this Permit that 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 Development Variance Permit is not a Building Permit.

APPLICABILITY

5. This Development Variance Permit is substantially in accordance with Schedules 'A', 'B', and 'C', 'D', 'E', 'F', and 'G', and applies to and only to those lands within the Regional District described below, and any and all buildings, structures and other development thereon:

Legal Description: Strata Lot 5, District Lot 395S, SDYD, Strata Plan KAS3172, Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V

Civic Address: 195 Snow Mountain Place

Parcel Identifier (PID): 026-963-809 Folio: I-02807.858

CONDITIONS OF DEVELOPMENT

6. The land specified in Section 5 may be developed in accordance with the following variance to the Okanagan Valley Zoning Bylaw No. 2800, 2022, in the Regional District of Okanagan-Similkameen:

- a) the minimum interior side parcel line setback for a principal building in the Low Density Residential Apex Duplex (RD2) Zone, as prescribed in Section 16.7.5(a)(iii), is varied:
 - i) from: 3.0 metres
 - to: 1.926 metres to the outermost projection as shown on Schedule 'B'.

COVENANT REQUIREMENTS

7. Not Applicable

SECURITY REQUIREMENTS

8. Not applicable

EXPIRY OF PERMIT

- 9. The development shall be carried out according to the following schedule:
 - a) In accordance with Section 504 of the *Local Government Act* and subject to the terms of the permit, if the holder of this permit does not substantially start any construction with respect to which the permit was issued within two (2) years after the date it was issued, the permit lapses.
 - b) Lapsed permits cannot be renewed; however, an application for a new development permit can be submitted.

Authorising resolution passed by the Regional Board on _____, 2024.

J. Zaffino, Chief Administrative Officer

Regional District of Okanagan-Similkameen

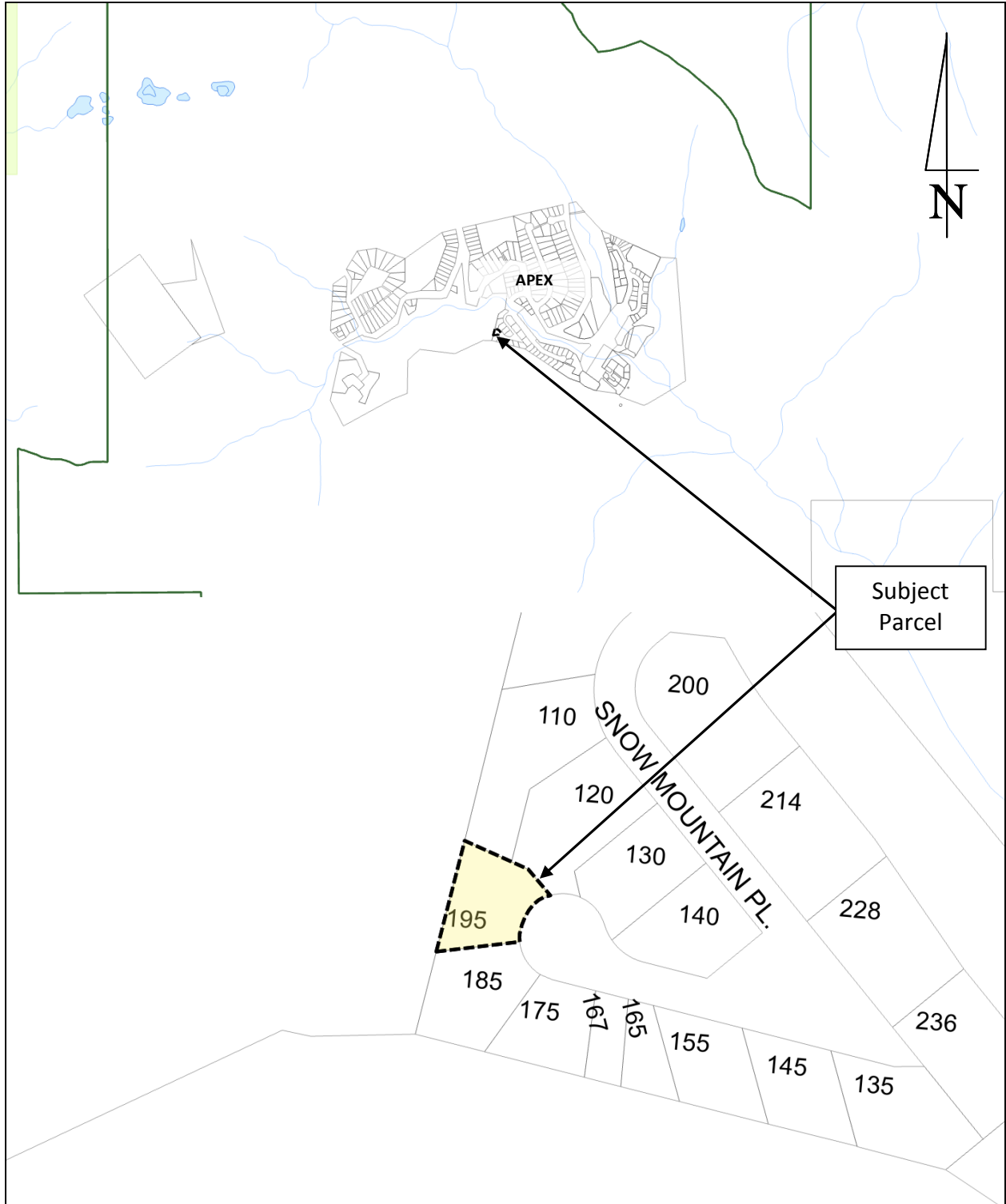
101 Martin St, Penticton, BC, V2A-5J9
Tel: 250-492-0237 Email: planning@rdos.bc.ca



Development Variance Permit

File No. I2024.013-DVP

Schedule 'A'



Regional District of Okanagan-Similkameen

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

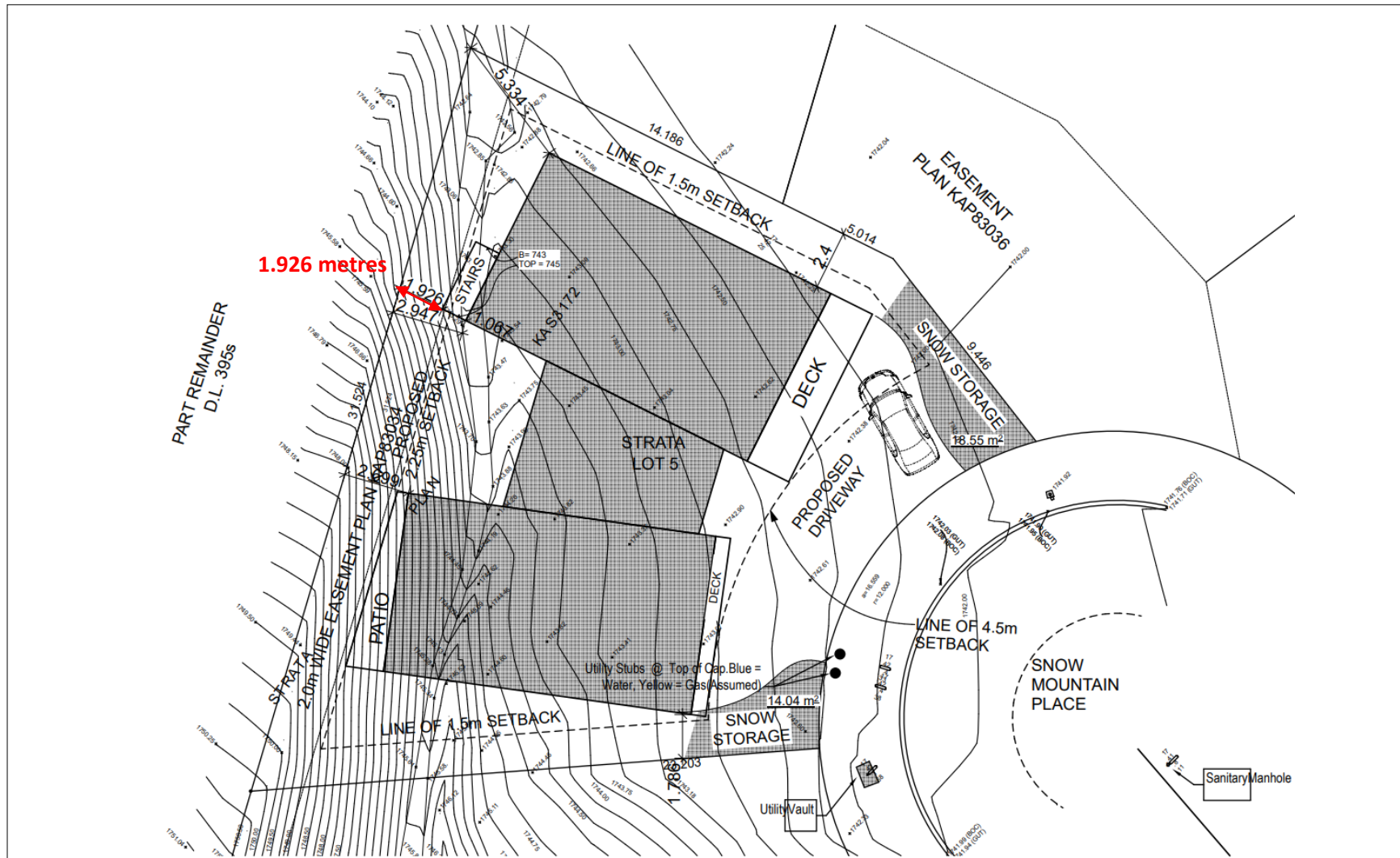
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. I2024.013-DVP

Schedule 'B'



Development Variance Permit No. I2024.013-DVP

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Regional District of Okanagan-Similkameen

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

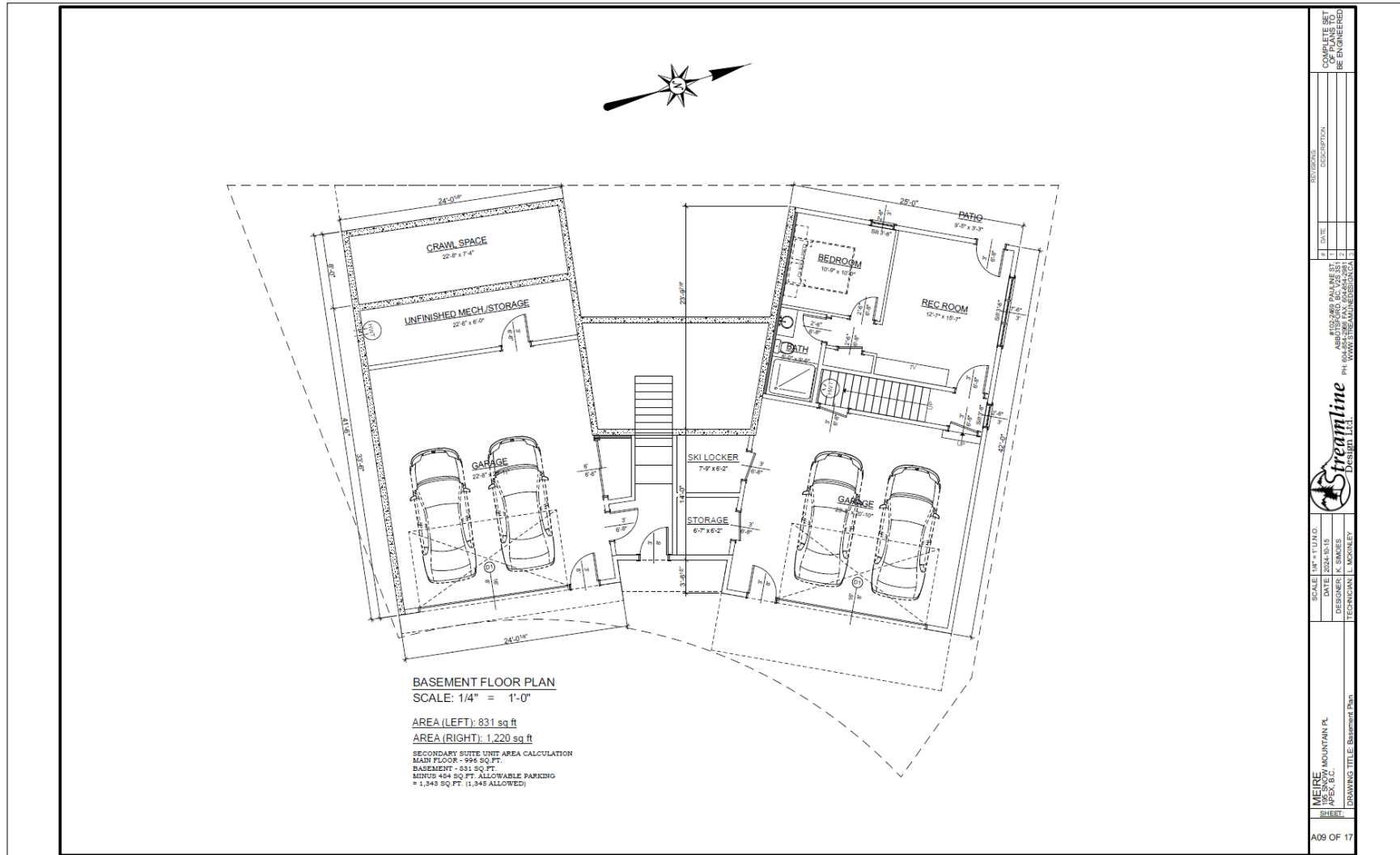
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. I2024.013-DVP

Schedule 'C'



Development Variance Permit No. I2024.013-DVP

Page 5 of 9

Regional District of Okanagan-Similkameen

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

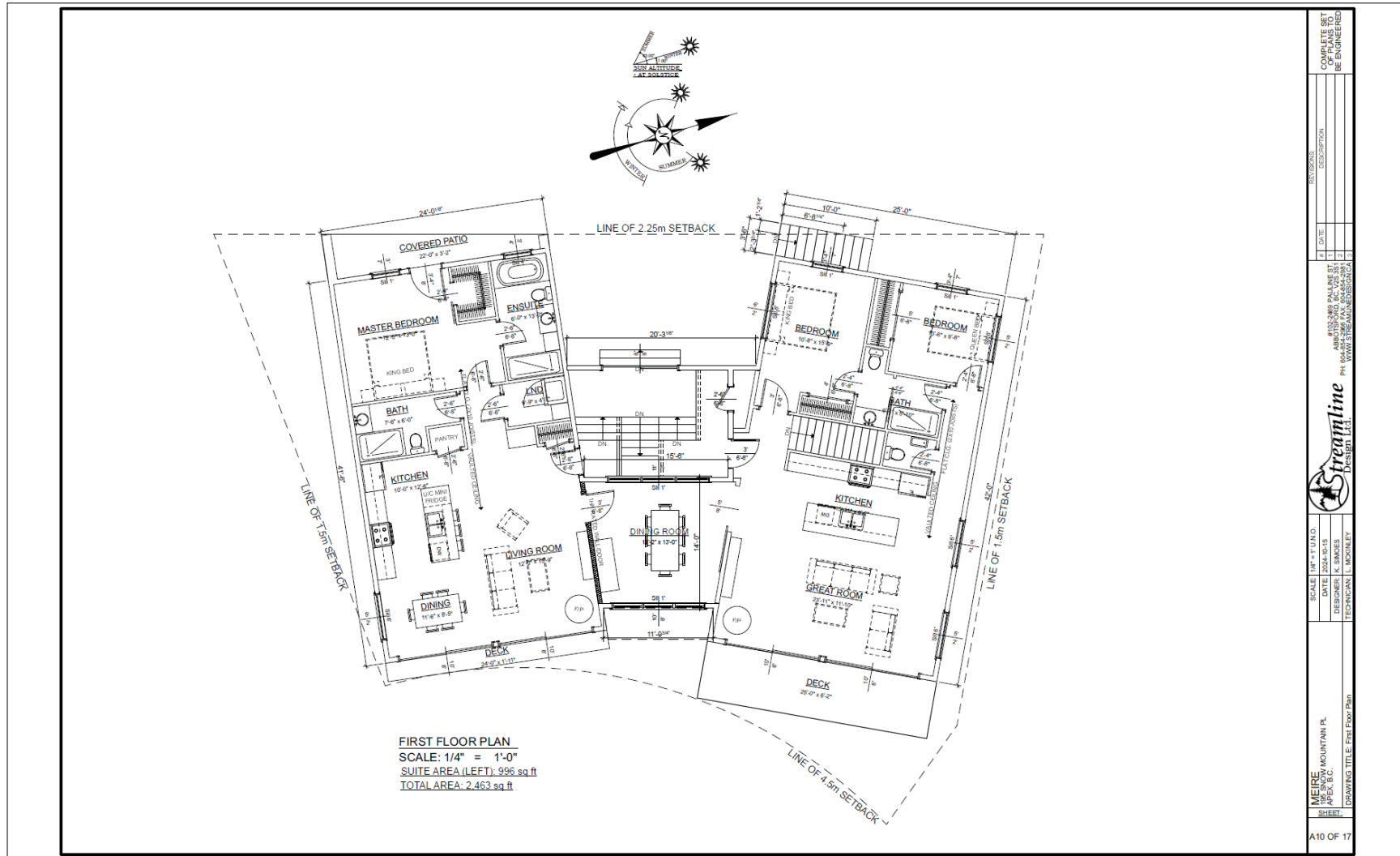
Telephone: 250-492-0237 Email: info@rdos.bc.ca



Development Variance Permit

File No. I2024.013-DVP

Schedule 'D'



Development Variance Permit No. I2024.013-DVP

Page 6 of 9

Regional District of Okanagan-Similkameen

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

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



Development Variance Permit

File No. I2024.013-DVP

Schedule 'E'

EAST ELEVATION
SCALE: 1/4" = 1'-0"

EAST ELEVATION (3D)
NOT TO SCALE

SCALE	DATE	DESIGNER	TECHNICIAN
1/4" = 1'-0"	2024.03.14	K. SIMES	L. MOSELEY

PROJECT	DESCRIPTION	DATE
ARBITRARY PALMIST		

Streamline
DESIGNER

COMPLETE SET OF PLANS TO BE ENGINEERED

REGISTERED PROFESSIONAL ARCHITECT
PH: 250.492.1111

PROJECT: MOUNTAIN PK, PEK, B.C.
DRAWING TITLE: East Elevation
SHEET: A04 OF 17

Development Variance Permit No. I2024.013-DVP

Page 7 of 9

Regional District of Okanagan-Similkameen

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

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



Development Variance Permit

File No. I2024.013-DVP

Schedule 'F'

The drawing set includes a detailed 2D elevation and a 3D perspective view of a building's west side. The 2D elevation shows a structure with a gabled roof, vertical siding, and a brick foundation. It includes height markers for the first floor, average grade, and basement level. The 3D view shows the building's form and roof structure from an isometric perspective.

WEST ELEVATION
SCALE: 1/4" = 1'-0"

WEST ELEVATION (3D)
NOT TO SCALE

NO.	DATE	DESCRIPTION

SCALE: 1/4" = 1'-0"
DATE: 2024-05-15
DESIGNER: K. SHANES
TECHNICIAN: L. MCKINLEY

MEIRE
100 SNOW MOUNTAIN PL.
PEW, B.C.
DRAWING TITLE: West Elevation

Streamline
DESIGN LTD.

COMPLETE SET
OF DRAWINGS
BE ENGINEERED

A06 OF 17

Development Variance Permit No. I2024.013-DVP

Page 8 of 9

Regional District of Okanagan-Similkameen

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

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



Development Variance Permit

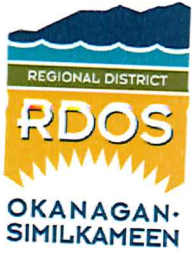
File No. I2024.013-DVP

Schedule 'G'



Development Variance Permit No. I2024.013-DVP

Page 9 of 9



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.: I2024.013-DVP

FROM: Name: Jason Seddon
Street Address: 1
Date: April 20, 2024

RE: **Development Variance Permit (DVP) Application**
195 Snow Mountain Place Electoral Area "I"

My comments / concerns are:

- I do support the proposed variance(s) at **195 Snow Mountain Place**
- I do not support the proposed variance(s) at **195 Snow Mountain Place**

Written submissions will be included in the application file and, if the application proceeds to a Regional District Board meeting, be included in an upcoming Board meeting agenda.

Feedback Forms must be submitted to the RDOS office by **April 18, 2024.**

All representations will be made public if and when they are included in the Board Agenda.

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.: I2024.013-DVP

FROM: Name: Lesley and Tom Evans

Street Address: _____

Date: April 15, 2024

**RE: Development Variance Permit (DVP) Application
195 Snow Mountain Place Electoral Area "I"**

My comments / concerns are:

- I do support the proposed variance(s) at **195 Snow Mountain Place**
- I do not support the proposed variance(s) at **195 Snow Mountain Place**

Written submissions will be included in the application file and, if the application proceeds to a Regional District Board meeting, be included in an upcoming Board meeting agenda.

We received the application for a variance permit at 195 Snow Mountain Place as we are the owners at 175 Snow Mountain Place. We are the most recent build up there so do have some thoughts on the application. It is our feeling that we were required to build with the required parameters, and so should this one. In fact, during the process of builing we made changes to our plans to stay within all of the RDOS requirements. We would also argue that their rationale of building something that is consistent with the other houses is a stretch. Choices were made by everyone to either build a single family home or a duplex. None of the other properties in the subdivision include a "single detached dwelling" that is actually a duplex being connected by a glass bridge, so using consistency of form and structure feels like a weak rationale. The build would be pushing closer to the Grandfather Trail, the most heavily used trail on the ski hill. In doing so, it would be further encroaching unnecessarily on that area. Perhaps they might want to consider building something that fits the requirements of the lot as a better starting point. There is absolutely no hardship to reducing the size of the build to fit the space of the lot.

We appreciate for your time and attention to this matter and hope you will consider our request that it be denied.

Feedback Forms must be submitted to the RDOS office by April 18, 2024.

All representations will be made public if and when they are included in the Board Agenda.

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: J. Zaffino, Chief Administrative Officer
DATE: November 7, 2024
RE: Development Variance Permit Application — Electoral Area “I” (I2024.029-DVP)

Administrative Recommendation:

THAT Development Variance Permit No. I2024.023-DVP, to allow for the construction of an accessory building at 453 Eastview Road, be approved.

Legal: Lot A, Plan KAP45902, District Lot 280, SDYD Folio: I-02441.010

OCP: Small Holdings (SH) Zone: Small Holdings One (SH1)

Variance Request: To reduce the minimum front parcel line setback from 7.5 metres to 3.5 metres

Proposed Development:

This application is seeking a variance to the front parcel line setback that applies to the subject property in order to undertake a the construction of a garage.

Specifically, it is being proposed to reduce the front parcel line setback for an accessory building from 7.5 metres to 3.5 metres.

In support of this request, the applicant has stated that:

- The scale of the build would have little impact if it moved 4.5m closer to the property line.
- Granting this variance would avoid filling a large bowl area to create parking and maintains more of the natural character.
- We did carefully consider the location in an attempt to meet the criteria, but it is not feasible.

Site Context:

The subject property is approximately 1.68 ha in area and is situated on the northeast side of Eastview Road, approximately 12 km southwest from the community of Kaleden. The property is understood to contain one (1) singled detached dwelling and accessory building.

The surrounding pattern of development is generally characterised by similar residential development around the lake and a large agricultural property to the east and south.

Background:

The current boundaries of the subject property were created by a Plan of Subdivision deposited with the Land Titles Office in Kamloops on October 10, 1991, while available Regional District records indicate that a building permit for a single family dwelling (2022) has previously been issued for this property.

Under the Electoral Area “1” Official Community Plan (OCP) Bylaw No. 2683, 2016, the subject property is currently designated Small Holdings (SH), and is the subject of a Watercourse Development Permit (WDP) and Environmentally Sensitive Development Permit (ESDP) Area designations.

Under the Electoral Area “1” Zoning Bylaw No. 2800, 2022, the property is currently zoned Small Holdings One (SH1) which allows for accessory buildings as a permitted accessory use.

Under Section 10.0 (Floodplain Regulations) of the Zoning Bylaw, the subject property may be within the floodplain associated with Twin Lakes future development may be required to be consistent with Section 10.0 of the Okanagan Valley Zoning Bylaw.

Under Schedule ‘3’ of the Zoning Bylaw, the subject is shown as being within Radio Frequency Interference (RFI) Area associated with the Dominion Radio Astrophysical Observatory (DRAO). This limits “the minimum parcel size for subdivision to 60.0 ha”.

The property is not within the Agricultural Land Reserve (ALR) and has been classified as “Residential” (Class 01) by BC Assessment.

Public Process:

Adjacent property owners will have received notification of this application with written comments regarding the proposal being accepted, in accordance with Section 2.10 of Schedule ‘4’ of the Regional District’s Development Procedures Bylaw No. 2500, 2011, until 4:30 p.m. on September 29, 2024. All comments received are included as a separate item on the Board’s Agenda.

Analysis:

Administration notes that the Zoning Bylaw’s use of setback regulations is generally varied and can include considerations such streetscape characteristics, physical separation between neighbouring properties in order to protect privacy and prevent the appearance of overcrowding and, when a parcel is also adjacent a roadway, the maintenance of adequate sightlines for vehicle traffic movements.

In this instance, the primary considerations in the proposed variance request are considered to be vehicle sightlines and streetscape impacts. Generally speaking, minimum building setbacks to a road can influence how structures align with a street, and impacting how inviting or enclosed a street feels. In more urban, residential areas, a smaller or zero setback can often create more vibrant, pedestrian-friendly streetscapes.

In a more rural setting, however, such as that found in the rural-residential neighbourhood that surrounds Nipit Lake, larger setbacks can be used to help retain the open, rural character of a community and to provide separation from the types of land uses that may occur in these areas (e.g. agriculture and small-scale home industry).

In considering this proposal, it is noted that development in this area has generally been orientated to take advantage of views of Nipit Lake and this was resulted in development being situated to the side of parcels away from the lake. Accordingly, the placement of structures towards southerly and easterly parcel lines, and within prescribed setbacks is not uncommon in this area.

Administration is further aware that Eastview Road is built to a rural standard and lightly travelled, that the land beyond to the south is owned by a conservation organization and, consequently, that

there is unlikely to be future development in this area resulting in increased traffic movements or the establishment of a different streetscape.

The applicant has also stated that there are physical constraints associated with the property in the form of a large slope that exists in the middle of the property behind the proposed structure's location (see Attachment No. 3). If approved, the requested variance will allow the applicant to construct the proposed garage in a location in which this elevation change can be avoided.

Alternative:

Conversely, while it is recognized that the applicant has highlighted a topographical constraint associated with the property to justify the requested variance, it is noted that the subject property exceeds 1.6 ha in area and, it is presumed, there is sufficient land available to place the proposed structure in a location that would not require a setback variance.

To the extent this represents a hardship to the applicant, it may only be a financial one associated with the additional cost to prepare an alternate part of the property for development (e.g. re-grading and elevation changes on the land).

Further to this, granting the requested setback variance when there may be sufficient area to accommodate the structure elsewhere on the property may be perceived as granting special treatment to one property owner over other property owners who may have adhered to setback regulations when developing their own property.

Summary:

In summary, and for these reasons outlined above, Administration supports the requested variance and is recommending approval.

Financial Implications:

Financial implications have been considered and none were found.

Communication Strategy:

The proposed variance has been notified in accordance with the requirements of the *Local Government Act* as well as the Regional District's Development Procedures Bylaw No. 2500, 2011.

Alternative:

1. That the Board deny Development Variance Permit No. I2024.029-DVP.

Respectfully submitted

Colin Martin

Colin Martin, Planner I

Endorsed by:



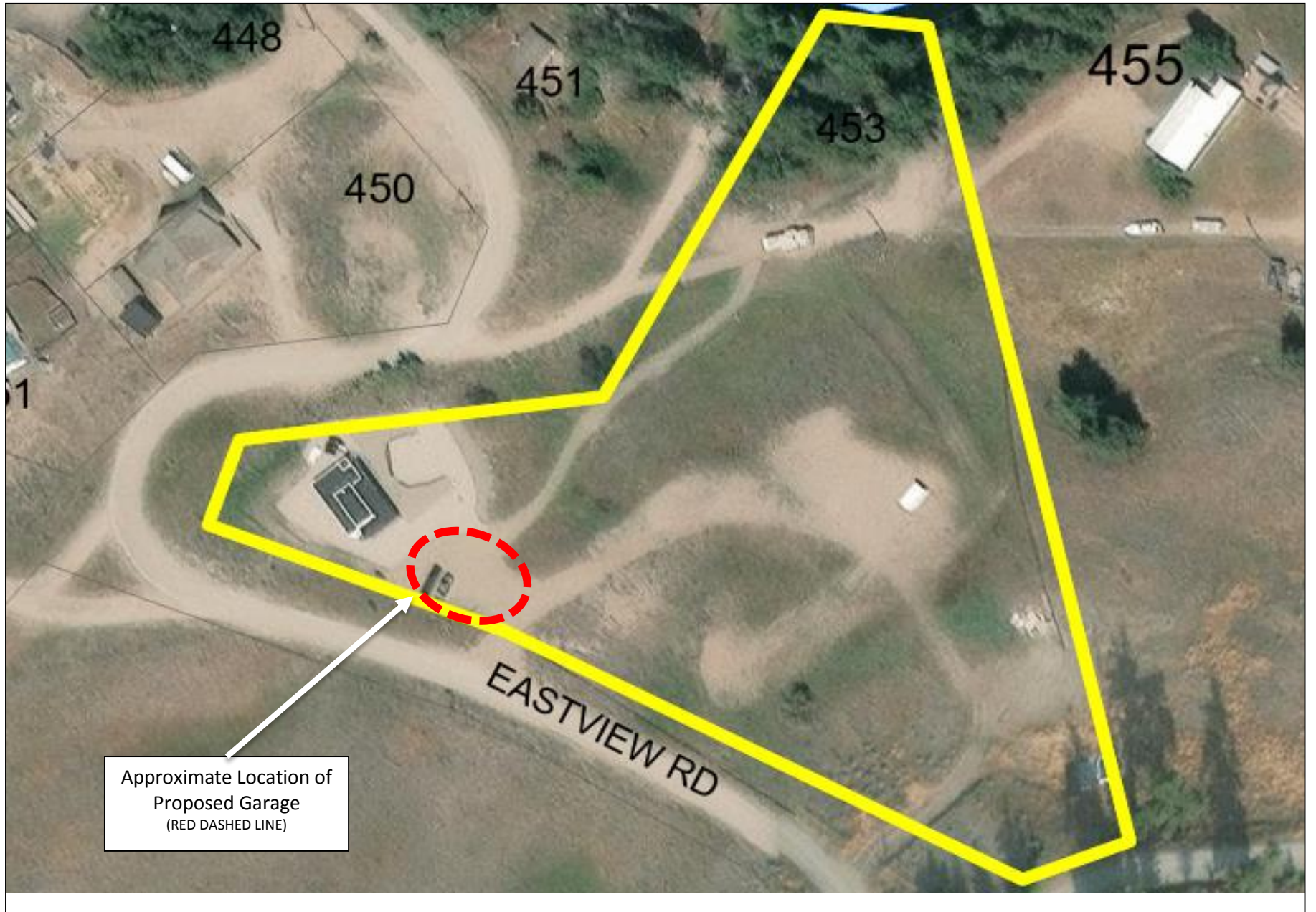
C. Garrish, Senior Manager of Planning

Attachments: No. 1 – Aerial Photo

No. 2 – Site Photo (Google Streetview)

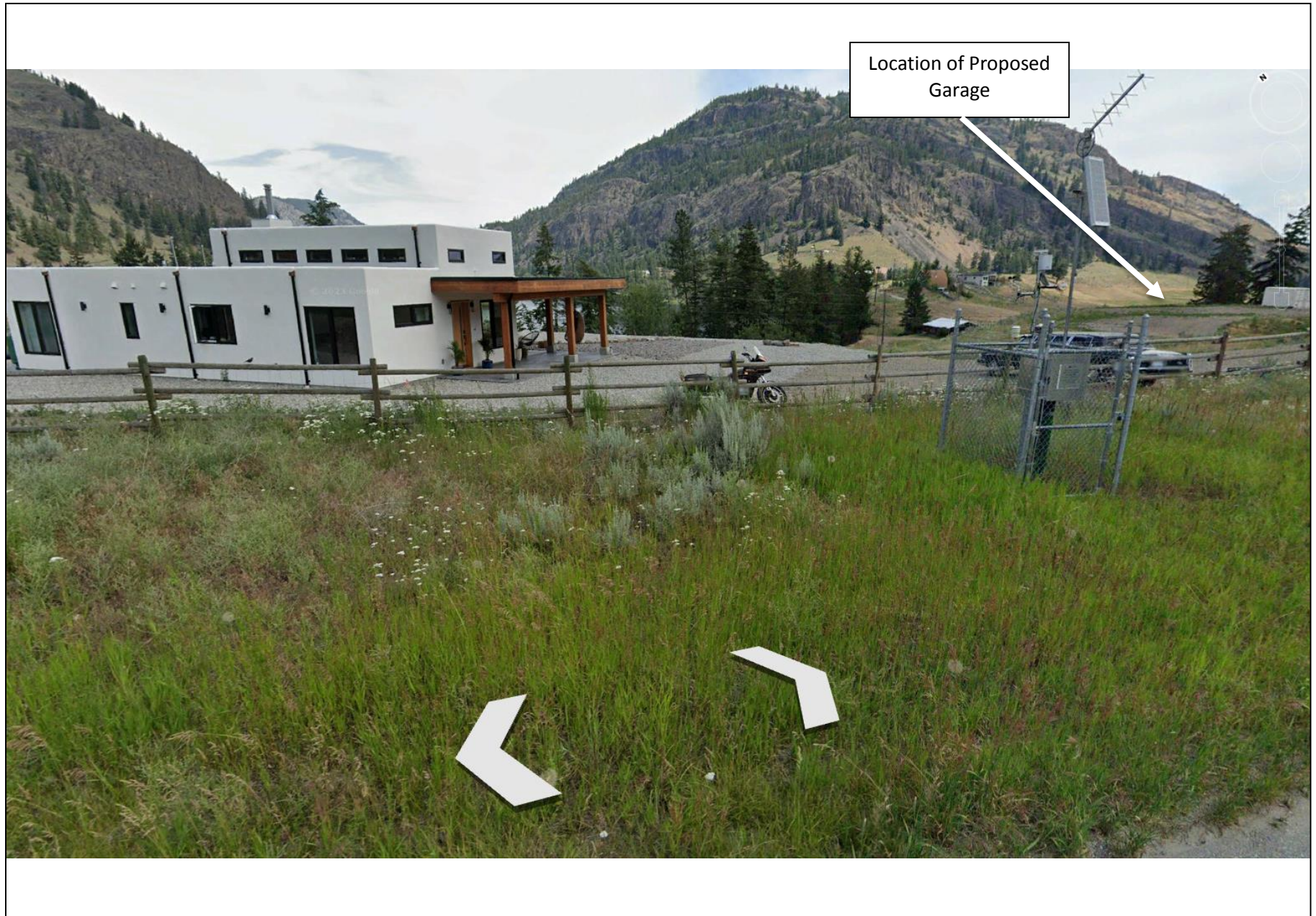
No. 3 – Site Photo of Slope (Google Streetview)

Attachment No. 1 – Aerial Photo



Approximate Location of
Proposed Garage
(RED DASHED LINE)

Attachment No. 2 – Site Photo (Google Streetview)



Attachment No. 3 – Site Photo of Slope (Google Streetview)



Location of Proposed Garage

450 Eastview Rd

ADMINISTRATIVE REPORT



TO: Board of Directors
FROM: J. Zaffino, Chief Administrative Officer
DATE: November 7, 2024
RE: Development Procedures Bylaw – Notification Radius Amendments (X2024.001-DPB)

Administrative Recommendation:

THAT the Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw No. 2500.35, 2024, be adopted.

Purpose:

The proposed amendment to the Development Procedures Bylaw is intended to update the notification requirements for Official Community Plan & Zoning Bylaw Amendment, Development Variance Permit (DVP) and Temporary Use Permit (TUP) applications.

Background:

At its meeting of October 3, 2024, the P&D Committee of the Board resolved that the Development Procedures Amendment Bylaw No. 2500.35, 2024, be initiated.

At its subsequent meeting of October 17, 2024, the Board resolved to approved first, second and third reading of Amendment Bylaw No. 2500.35, 2024.

Analysis:

Further to the previous direction provided by the Board, Amendment Bylaw No. 2500.35 proposes to amend the notification requirements for DVP applications as follows:

- 100 metres from the property under application for written notifications; and
- 150 metres from the same property for electronic notifications (e.g. VoyentAlert!).

To ensure the Regional District is being consistent in its approach to the notification of land use applications, Administration is recommending that a similar approach be applied to land use amendment bylaw applications (e.g. “rezonings”) and Temporary Use Permit (TUP) applications.

Alternatives:

1. THAT first, second and third reading of the Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw No. 2500.35, 2024, be rescinded and the bylaw abandoned.

Respectfully submitted:

C. Garrish, Senior Manager of Planning

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2500.35, 2024

A Bylaw to amend the Development Procedures Bylaw No. 2500, 2011

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 “Development Procedures Amendment Bylaw No. 2500.35, 2024.”
2. The “Regional District of Okanagan-Similkameen Development Procedures No. 2500, 2011,” is amended by:
 - i) replacing Section 5.3.1 (Giving Notice) under Section 5.0 (Public Consultation) in its entirety with the following:

5.3.1 *deleted.*
 - ii) replacing Section 2.6(c) (Processing Procedures) under Schedule 2 (Application to Amend an OCP Bylaw, Zoning Bylaw or Land Use Contract) in its entirety with the following:
 - c) Development Services staff will notify the application prior to first reading in accordance with the requirements of Section 2.11; and
 - iii) replacing Section 2.11 (Processing Procedures) under Schedule 2 (Application to Amend an OCP Bylaw, Zoning Bylaw or Land Use Contract) in its entirety with the following:
 - .11 Should the amending bylaw receive first and second readings and a public hearing is required to be held pursuant to the *Local Government Act*, Development Services staff will notify the application by:
 - a) mailing a written notice to property owners and tenants of land within a radius of 100.00 metres of the boundaries of the property subject to the bylaw amendment;

- b) the means of publication established in the Regional District’s Public Notice Bylaw to owners and tenants of land within a distance of 150.00 metres of the boundaries of the property subject to the bylaw amendment; and
 - c) posting a notice on the Regional District’s Public Notice Board.
- iv) replacing Section 2.4 (Processing Procedures) under Schedule 4 (Application for a Development Variance Permit) in its entirety with the following:
 - .4 Development Services staff will notify the application by:
 - a) mailing a written notice to property owners and tenants of land within a radius of 100.0 metres of the boundaries of the property subject to the permit application; and
 - b) electronic notice distributed through the Regional District’s electronic subscription service to property owners and tenants of land within a radius of 150.0 metres of the boundaries of the property subject to the permit application.
- v) replacing Section 2.4 (Processing Procedures) under Schedule 5 (Application for a Temporary Use Permit) in its entirety with the following:
 - 4. Development Services staff will notify the application by:
 - a) mailing a written notice to property owners and tenants of land within a radius of 100.0 metres of the boundaries of the property subject to the permit application;
 - b) electronic notice distributed through the Regional District’s electronic subscription service to property owners and tenants of land within a radius of 150.0 metres of the boundaries of the property subject to the permit application; and
 - c) posting a notice on the Regional District’s Public Notice Board.

READ A FIRST, SECOND AND THIRD TIME this 17th day of October, 2024.

ADOPTED this ____ day of _____, 2024.

Board Chair

Corporate Officer

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: J. Zaffino, Chief Administrative Officer

DATE: November 7, 2024

RE: RDOS Land Use Application for Emergency Infrastructure on N'Kwala Mountain

Administrative Recommendation:

THAT the Board support the RDOS Application Submission to Penticton Indian Band (PIB) for Continued Use of N'Kwala Mountain Lot for E -9-1-1 Fire Dispatch network

Purpose:

To seek Board support for RDOS to submit a land use application to the Penticton Indian Band (PIB) to secure continued access to N'Kwala Mountain for critical Emergency Communications infrastructure.

Background:

The Regional District of Okanagan-Similkameen (RDOS) has co-located critical infrastructure for emergency services on CBC's communication tower at Lot 482 on N'Kwala Mountain for approximately 15 years. This site plays a vital role in RDOS's emergency response capabilities, hosting essential equipment for the 911 Fire Dispatch network. The infrastructure housed here supports communication for regional fire, ambulance, and police services, forming an integral part of RDOS's public safety and emergency response network. Losing access to this site could significantly disrupt RDOS's ability to coordinate emergency responses and manage critical communications, leading to potential service interruptions and high relocation costs.

The ownership and right to use Lot 482 have recently come under review. Lot 482 is located on the Penticton Indian Band's (PIB) reserve land, and the land is overseen by Indigenous Services Canada (ISC). Historically, RDOS operated on this site under a co-location agreement with CBC, who previously held a land lease through Bell Media. However, the original land lease expired in 2023, and since then, both CBC and RDOS have continued operating on a month-to-month basis while CBC works with PIB and ISC to formalize their continued occupancy.

In recent months, CBC disclosed its sub-lease with RDOS to PIB. This revelation prompted PIB to clarify that any continued use of Lot 482 would require RDOS to apply separately for land access

under PIB's terms. Subsequently, PIB has advised RDOS that continued use of Lot 482 requires RDOS to submit an **Application for Use of Land** and a **28(2) Permit**.

Analysis:

Securing formal access to the N'Kwala Mountain site is critical for RDOS to ensure uninterrupted support for regional emergency services. Relocating RDOS's infrastructure from Lot 482 would entail considerable financial costs, including building a new communications tower and associated facility, obtaining permits, and reestablishing connections to emergency networks—a process similar to a complex relocation effort undertaken by RDOS at the same location over a decade ago.

In terms of the leasing structure, PIB has outlined two possible paths for RDOS:

- **5-Year Renewable Permit:** A renewable 5-year permit under the 28(2) provision, with the ability to renegotiate terms at each renewal. This option does not require a designation vote by the PIB community but would necessitate formal rental negotiations and compliance with the existing permit template.
- **10-Year Agreement:** A longer-term agreement of 10 years is an option that would provide RDOS with increased operational stability. However, a 10-year term would require a PIB designation vote, adding additional steps to the approval process.

Application Requirements

PIB has provided RDOS with the Application for Use of Land document to initiate the application process for land access. This application collects detailed corporate information, purpose of use, and term preferences, while also initiating credit and background checks as standard practice for companies applying for reserve land access. Additionally, the 28(2) Permit Template from ISC has been supplied for RDOS to complete. The 28(2) Permit would serve as a formal land access agreement under Indigenous Services Canada, detailing RDOS's permitted activities on the land, rental arrangements, and responsibilities toward site maintenance and compliance with environmental standards.

Financial Implications:

The 5-year permit will include negotiated fair market rent, with budgetary adjustments as needed. Relocating infrastructure, if required, would incur substantial costs.

Alternative:

- **Seek Alternative Sites:** If PIB does not approve the application, RDOS will need to explore other locations for emergency infrastructure, which would likely result in increased costs and potential service disruptions.

Communication Strategy:

Upon Board approval, RDOS will engage with PIB representatives to ensure clear communication of RDOS's intent and the importance of the N'Kwala Mountain site for regional emergency services. Updates on the application's progress and any negotiation outcomes will be communicated to the Board and relevant stakeholders.

Respectfully submitted:

"Sean Vaisler"

S. Vaisler, Emergency Services Manager

Endorsed by:

"Deborah Jones-Middleton"

Deborah Jones-Middleton, Senior Manager
Protective Services

**APPLICATION FOR USE OF INDIAN RESERVE LAND WHERE APPLICANT IS:
A COMPANY**

NOTE: This information is required for documentation and credit investigation purposes and must be fully completed. Please fill out a separate application form for each applicant or co-applicant.

PART 1 - APPLICANT INFORMATION

1. NAME IN FULL: _____

POSITION: _____

2. COMPANY NAME IN FULL:

3. INCORPORATION NUMBER: _____

(Please attach Incorporation document & Certificate of Company in Good Standing)

4. COMPANY ADDRESSES:

MAILING: _____

LOCATION: _____

NOTICES: _____

5. COMPANY TELEPHONE NUMBERS:

BUSINESS OFFICE #: _____

REGISTERED OFFICE #: _____

6. DIRECTORS AND OFFICERS OF THE COMPANY:

Name

Position

PART 2 - PROPERTY INFORMATION

1. BAND:

RESERVES:

SPECIFIC USE OF LANDS:

- Residential Cottage, Seasonal Recreational
- Commercial Cottage, Year-round Recreational
- Industrial Agricultural
- Right-of-way Other

3. LEGAL DESCRIPTION OF LAND:
(Must contain sufficient detail to identify location. Attach map if available.)

PART 3 - LEASE/PERMIT INFORMATION

- 1. COMMENCEMENT DATE REQUESTED:
- 2. DURATION / EXPIRY DATE:
- 3. NUMBER OF RENTAL REVIEW PERIODS:
(Minimum once every 5 years.)
- 4. AMOUNT OF RENT OFFERED () PER MONTH / () PER ANNUM

NOTE: A Band Council Resolution will be required confirming the terms of the lease or permit as set out in Part 3, before your application may be considered by the Department of Indigenous Services Canada.

PART 4 - CERTIFICATION AND CONSENT TO CREDIT INVESTIGATION

I ACKNOWLEDGE THAT I HAVE THE AUTHORITY TO COMPLETE AND EXECUTE THIS APPLICATION ON BEHALF OF THE COMPANY. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS ACCURATE AND COMPLETE AND AUTHORIZE THE DEPARTMENT OF INDIGENOUS SERVICES CANADA TO CONDUCT, OR CAUSE TO BE CONDUCTED, A CREDIT INVESTIGATION OF THE APPLICANT COMPANY.

DATED AT _____

this _____ day of _____, 201_.

Applicant Company

Per: Director / Officer

For more information respecting the permit of Indian Reserve lands, please contact the Department of Indigenous Services Canada, B.C. Region:

Safiq Maje
Land Management and Leasing Officer
Lands and Economic Development
Indigenous Services Canada
600 - 1138 Melville Street.,
Vancouver, B.C. V6E 4S3
Telephone: (604) 364-2859

PERMIT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Indigenous Services

AND:

[FIRST NATION],
as represented by the Council

AND:

[PERMITTEE'S NAME]

For lands in [Reserve Name] Indian Reserve No. [#]

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PERMIT

This permit is dated for reference [Month Day, Year] and is made between:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Indigenous Services

(referred to as “Canada”)

and:

[FIRST NATION],
a “band” within the meaning of the *Indian Act*, as represented by the Council

(referred to as the “First Nation”)

and:

[PERMITTEE'S NAME]**[If the Permittee is a corporation, limited liability partnership, society, utility or municipality, then type a comma after the Name of Permittee and include the statute under which the entity received its authority and its incorporation number, if applicable. Corporate example: , incorporated under the *Business Corporations Act*, SBC 2002, c. 57; Incorporation No. X12345 Limited Partnership example: , incorporated under the *Business Corporations Act*, SBC 2002, c. 57; Incorporation No. X12345, as general partner of [NAME OF LIMITED PARTNERSHIP], registered under the *Partnership Act*, RSBC 1996 c 348; Registration No. X12345 End of option]**

(referred to as the “Permittee”).

BACKGROUND:

- A. The Permit Area is part of the Reserve, which is held for the use and benefit of the First Nation.
- B. The First Nation negotiated with the Permittee the permitting arrangement set out in this Permit and the terms and conditions were negotiated between the Parties.

- C. The Council consented to the issuance of this Permit and authorized its signatories to execute this Permit on behalf of the First Nation, as evidenced by the Band Council Resolution attached as Schedule A.
- D. Canada is authorized to issue this Permit under subsection 28(2) of the *Indian Act*.

NOW THEREFORE, for mutual consideration, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Permit, including the recitals, the following terms have the meanings ascribed to them in this section:

“Additional Fees” means any amount payable to Canada under this Permit, other than Annual Fees. (see 3.8 & 7.8).

“Alterations” means any substantial (in the reasonable opinion of Canada or the First Nation) alterations, restorations, renovations, relocations, reductions, additions, expansions, reconstructions, removals, replacements, repairs or modifications of all or part of the Improvements.

“Annual Fees” means the amounts set out in section 4.3.

“Appraisal” means a written opinion of the Fair Market Fees prepared by an Appraiser in accordance with generally accepted appraisal practices.

“Appraiser” means a Person who is accredited as an appraiser by the Appraisal Institute of Canada or its successor.

“Architect” means a person who is licensed as an architect in the province of British Columbia.

“Artifact” means any burial site, human remains or any item of archeological or cultural interest.

“Authority” means any federal, provincial, municipal, First Nation or other governmental authority having jurisdiction in respect of the Permit Area, or the use of the Permit Area, including any utility company lawfully acting under its statutory power.

“Authorized Uses” means the uses referred to in section 3.4.

“Commencement Date” means [Month Day, Year].

“Construction Plan” means, dependent on the stage of construction, individually or collectively, plans, design briefs, construction specifications, cost estimates, and

any other documents about the Improvements reasonably required by each of Canada and the First Nation, prepared and certified by an Architect or Engineer, on the basis that they may be relied upon by each of the Parties, including all site plans drawn to scale showing the following required features with appropriate dimensions:

- (a) Boundary lines with dimensions and acreage, natural and artificial features of the Permit Area and contiguous property.
- (b) “North” arrow.
- (c) Title block, including drawing scale, date, developer’s name and address and reference numbers.
- (d) Location, dimension, size and construction specifications of all Improvements.

“**Contaminant**” includes any toxic substance, deleterious substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, and waste, and any similar substance defined in any Environmental Laws of Canada or the province of British Columbia, whether or not applicable to the Lands.

“**Council**” means the First Nation’s “council of the band” within the meaning of the *Indian Act*.

“**Engineer**” means a person who is licensed as an engineer in the province of British Columbia.

“**Environment**” has the meaning given it in the *Canadian Environmental Protection Act, 1999*, SC 1999, c 33.

“**Environmental Laws**” means:

- (a) any Laws relating, in whole or in part, to the assessment or protection of the Environment; and
- (b) any decisions, determinations, mitigation measures, standards, codes, guidelines or environmental protection measures made pursuant to those Laws.

“**Environmental Review**” means Canada’s environmental review process referred to in subsection 9.2.

“**Fair Market Fees**” means the most probable annual fee that the Permit Area should bring in a competitive and open market, reflecting all conditions of this Permit and assuming the following conditions:

- (a) Canada and the Permittee are typically motivated, well informed, well advised and are acting prudently in an arm’s length transaction.

- (b) A reasonable time is allowed for exposure in the open market and the fees represent the normal consideration for the Permit Area unaffected by undue stimuli or special fees or concessions granted by anyone associated with the transaction.
- (c) The Permit Area is owned by Canada in fee simple, free of all charges and encumbrances other than those registered in the Registry, and the inalienability or Indian reserve status of the Reserve is not a discounting factor and will not be used as a basis to lower valuation in comparing the Permit Area to other properties, whether or not such properties are Indian reserve lands.
- (d) The Permit Area does not include any Improvements made after the Commencement Date and the contributory value of the Permittee's Improvements will not be taken into account.

“Fees” means Additional Fees, Annual Fees and Fair Market Fees.

“First Nation Fees” means any amount payable to the First Nation under this Permit.

“Gross Negligence or Willful Misconduct” means any act or failure to act (whether sole, joint or concurrent) by a Party that was intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of a Person which the Party knew, or should have known, would result from such act or omission, but does not include any act or failure to act that constitutes mere ordinary negligence or was done or omitted to be done in accordance with the express instructions or approval of the relevant Parties.

“Improvements” means improvements, as determined according to the common law, including any buildings, structures, works, facilities, infrastructure, services, landscaping and other improvements (including any equipment, machinery, apparatus and other such fixtures forming part of or attached to the improvements) made by the Permittee or any Person on the Permit Area due to the rights of the Permittee under this Permit and that are, from time to time, situated on the Permit Area, including any Alterations to any of them and the following pre-existing improvements: (*list*).

“Indian Act” means the *Indian Act*, RSC 1985, c I-5.

“Initial Period” means the five-year period starting on the Commencement Date and ending on [Month Day, Year].

“Laws” means all laws, statutes, regulations, codes and by-laws, as amended or replaced from time to time.

“Party” means a party to this Permit and **“Parties”** means more than one of them.

“Period” means, as the case may be:

- (a) the Initial Period;

- (b) a five-year period starting on the day following the end of a preceding five-year period; or
- (c) the last period of the Term, which may be less than five years, starting on the day following the end of the last full five-year period.

“**Permit**” means this agreement, and all Schedules attached to it, as amended from time to time.

“**Permit Area**” means the area more particularly known and described as:

[Legal Description].

“**Person**” includes any individual, partnership, firm, company, corporation, incorporated or unincorporated association or society, co-tenancy, joint venture, syndicate, fiduciary, estate, trust, bank, government, governmental or quasi-governmental agency, board, commission or authority, organization or any other form of entity however designated or constituted, or any group, combination or aggregation of any of them.

“**Project**” has the meaning given it in section 81 of the *Impact Assessment Act*, S.C. 2019, c. 28, s. 1, but does not include a project that is in one of the classes of projects designated under section 88 of that Act, and any similar concept in any amended, succeeding, or replacement Law.

“**Registry**” means the registry with registration jurisdiction over the Permit Area.

“**Release**” includes discharge, dispose of, spray, inject, inoculate, abandon, deposit, spill, leak, leach, seep, pour, emit, empty, throw, dump, place or exhaust.

“**Reserve**” means [Reserve Name] Indian Reserve No. [#].

“**Schedule**” means an attachment to this Permit labeled as a Schedule, which forms part of and is integral to the Permit.

“**Substantial Completion**” means the date on which a written certificate by an Architect or Engineer is delivered to each of Canada and the First Nation certifying to them that the Improvements are substantially complete in all material respects, in a proper and workmanlike manner, and in accordance with the Construction Plan and the requirements in this Permit, except for deficiencies the correction of which, in the opinion of the Architect or Engineer, will be adequately addressed by the Permittee.

“**Taxes**” means any tax of an Authority applicable to the granting of this Permit or the payment of Fees.

“**Term**” means the period starting on the Commencement Date and expiring on [Month Day, Year], unless this Permit otherwise ends early.

“**Trustee**” means a trust company appointed in writing by the First Nation.

2. INTERPRETATION AND GENERAL PROVISIONS

2.1 **Definitions** – Defined words are capitalized for ease of reference. A defined word may be read as having an appropriate corresponding meaning when it is used in the plural or verb form.

2.2 **Parts of the Permit** – These are the parts of this Permit: article (1.); section (1.1); subsection (1.1.1); and paragraph (1.1.1.1). Unless stated otherwise, any reference in this Permit to an article, section, subsection, or paragraph means the appropriate part of this Permit.

2.3 **Headings** – All headings in this Permit have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Permit or any of its provisions.

2.4 Extended Meaning

2.4.1 A word in the singular form may be read in the plural form if the context allows it and a word in the plural form may be read in the singular form if the context allows it. All genders are included in any gender expressed.

2.4.2 The words “include”, “includes” and “including” are to be read as if they are followed by the phrase “without limitation”.

2.4.3 The phrase “this Permit ends” includes an ending by expiration of the Term and an earlier termination. The phrases “earlier termination” and “early termination” include a surrender.

2.4.4 The phrase “on the Permit Area” includes in, under and above the Permit Area.

2.5 **Joint and Several** – If the Permittee is more than one Person, then all covenants and agreements of the Permittee are joint and several.

2.6 **Statutes** – Any reference to a statute means that statute, and any regulations made under it, all as amended or replaced from time to time.

2.7 **Governing Laws** – This Permit will be governed by and interpreted in accordance with the applicable Laws of Canada and of the Province of British Columbia.

2.8 **Entire Agreement** – This Permit constitutes the entire agreement between the Parties with respect to the subject matter of this Permit and supersedes and revokes any and all previous discussions, negotiations, arrangements, letters of

intent, offers and representations. There are no other covenants, agreements, representations or warranties between the Parties whatsoever other than those set out in this Permit.

- 2.9 **Modification** – Any modifications of this Permit will be in writing and executed in the same manner as this Permit.
- 2.10 **Consent and Approval** – Unless any part of this Permit states otherwise, when a Party is required to provide consent or approval under this Permit, that consent or approval will not be unreasonably withheld.
- 2.11 **Time is of the Essence** – Time is of the essence in this Permit and time will remain of the essence notwithstanding any extension granted to a Party.
- 2.12 **Severability** – If any part of this Permit is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder of the Permit, which will continue in full force and effect and be construed as if this Permit had been executed without the invalid part.
- 2.13 **Survival of Obligations and Rights** – If a part of this Permit states that it survives when this Permit ends, then the survival of that part is only to the extent required for the performance of any obligations, and the exercise of any rights, pertaining to it.
- 2.14 **Others Performing the Permittee's Obligations** – The Permittee may allow any Person to perform the Permittee's obligations under this Permit, but in doing so the Permittee will ensure performance of such obligations by such Persons and it in no way affects the Permittee's obligation to perform.

3. USE OF THE PERMIT AREA

3.1 Permittee's Rights to the Permit Area

3.1.1 Canada hereby authorizes the Permittee to use the Permit Area non-exclusively during the Term, subject to every other part of this Permit.

3.1.2 This is a license. The rights provided under this Permit do not, and will not be deemed to, convey or confer on the Permittee any title, fee, estate, or other right "in rem" in the Permit Area.

3.2 **Prior Rights** – This Permit is subject to any existing interest or right given for or attaching to the Permit Area, whether or not the Permittee has notice of such prior interest or right.

3.3 **Subsequent Rights** – The Permittee acknowledges that Canada and the First Nation may authorize, as to their respective jurisdictions and authorities, further use and occupation of the Permit Area, subject to the Permittee's rights under this Permit.

- 3.4 **Authorized Uses** – The Permittee will not use the Permit Area for any purposes except for the following authorized uses:
- [List the Uses]
- 3.5 **Nuisance** – Except as required by the construction or removal of the Improvements, the Permittee will not cause or permit any nuisance on the Permit Area.
- 3.6 **Waste**
- 3.6.1 The Permittee will not cause or permit the commission of any waste of the Permit Area.
- 3.6.2 The Permittee will not cause or permit the removal of any sand, gravel, topsoil, or other constituent material of the Permit Area, except as required by the clearing and construction permitted under this Permit and applicable Laws, in which case, such removal will not constitute waste.
- 3.7 **Garbage** – The Permittee will not cause or permit any garbage or debris to be placed or left at the Permit Area, except as is reasonably necessary in accordance with the Authorized Uses.
- 3.8 **Inspection** – Canada and the First Nation may inspect (including the conducting of site assessments, audits or other tests on, and investigations of) the Permit Area at any time during the Term. If the inspection is in response to a default of this Permit, or if, in the process of inspecting the Permit Area, a default is discovered or confirmed, then Canada's reasonable expenses under this section are deemed to be Additional Fees and the First Nation's reasonable expenses under this section are deemed to be First Nation Fees.
- 3.9 **Artifacts and Survey Monuments**
- 3.9.1 If any Artifact is discovered on the Permit Area, then the Permittee will immediately cease any work in the area of such Artifact and promptly notify the First Nation of such Artifact. If there are no applicable First Nation or federal Laws relating to the disturbance of such Artifact, then the Permittee will comply with the requirements set out in the *Heritage Conservation Act*, RSC 1996, c 187, even if not applicable on the Reserve, and with the reasonable requirements of the First Nation.
- 3.9.2 If the Permittee causes or permits a legal survey monument to be disturbed, damaged or destroyed during the Term, then the Permittee will ensure that it is replaced by a licensed surveyor to the satisfaction of the Surveyor General of Canada.
- 3.10 **Representations about the Permit Area and its Use**

- 3.10.1 The Permittee acknowledges and agrees that Canada is authorizing the Permittee's use of the Permit Area on an "as is – where is" basis.
- 3.10.2 The Permittee acknowledges and agrees that neither Canada, the First Nation, their respective officials, servants, employees, agents, contractors, subcontractors or other legal representatives, nor the Council has made any representations or warranties with respect to:
- 3.10.2.1 the condition of the Permit Area, including the Permit Area's compliance with applicable Laws or the presence of Contaminants on the Permit Area;
 - 3.10.2.2 issues of title or encumbrances affecting title;
 - 3.10.2.3 access to and from the Permit Area; or
 - 3.10.2.4 the suitability of the Permit Area for the Permittee.
- 3.10.3 The Permittee represents and warrants that, prior to the Commencement Date, it conducted an inspection of the Permit Area, including any investigations that it deemed prudent regarding the Permit Area's compliance with applicable Laws, title, encumbrances, access and the presence of Contaminants on the Permit Area.
- 3.10.4 The Permittee represents and warrants that it is satisfied that the Permit Area is suitable for its intended uses and that those uses are within the Authorized Uses.

4. FEES

- 4.1 **Payments** – All payments made by the Permittee to Canada under this Permit will be:
- 4.1.1 paid in Canadian dollars;
 - 4.1.2 made payable to the Receiver General for Canada;
 - 4.1.3 paid without any prior demand, set-off, deduction or abatement; and
 - 4.1.4 accompanied by any applicable Taxes.
- 4.2 **Outstanding Amounts** – Canada may apply any outstanding amounts owed to it by the Permittee under the Permit as Canada sees fit.
- 4.3 **Annual Fees**
- 4.3.1 The Permittee will pay Annual Fees to Canada in the following amounts, plus applicable Taxes, on or before [Month Day]:

- 4.3.1.1 in the Initial Period, an amount of \$[Amount] per year; and
- 4.3.1.2 in each subsequent Period, the greater of the Annual Fees paid in the previous Period or Fair Market Fees.
- 4.3.2 Canada will deposit the Annual Fees received to an account for the benefit of the First Nation and the Permittee acknowledges that it has no right to a refund of Annual Fees from Canada or the First Nation if this Permit ends early.
- 4.4 **Fair Market Fees Determination** – The process to determine Fair Market Fees is as follows:
 - 4.4.1 No later than 90 days and no more than 120 days before the beginning of a Period the Permittee will obtain an Appraisal (the “Permittee’s Appraisal”) for that Period and deliver a copy of the Permittee’s Appraisal to each of Canada and the First Nation. The Permittee’s choice of Appraiser and terms of reference for the Appraisal must be approved by each of Canada and the First Nation in advance.
 - 4.4.2 If either Canada or the First Nation does not agree with the Fair Market Fees determination in the Permittee’s Appraisal, then, within 120 days of receipt of the Permittee’s Appraisal, such Party (at its expense if subsection 4.4.6 does not apply) will obtain an Appraisal (the “Second Appraisal”), a copy of which such Party will promptly deliver to each of the other Parties.
 - 4.4.3 If the Fair Market Fees determination in the Permittee’s Appraisal is:
 - 4.4.3.1 equal to or higher than the Second Appraisal, then Fair Market Fees are determined to be the amount in the Permittee’s Appraisal;
 - 4.4.3.2 no more than 15.0% lower than the Second Appraisal, then Fair Market Fees are determined to be the amount in the Second Appraisal; or
 - 4.4.3.3 more than 15.0% lower than the Second Appraisal, then the Second Appraiser and the Permittee’s Appraiser will promptly discuss the two appraisals so as to attempt to reconcile the differences between their Appraisals and jointly determine Fair Market Fees within 60 days of the delivery of the Second Appraisal to the Permittee.
 - 4.4.4 If the Appraisers are unable to jointly determine Fair Market Fees within the 60-day period set out in paragraph 4.4.3.3, then the Permittee and the Party who retained the Second Appraiser will agree upon a third, independent Appraiser to promptly review the two Appraisals and determine Fair Market Fees, which determination is binding upon the Parties.
 - 4.4.5 If the Permittee fails to comply with subsection 4.4.1 in the time allowed, then Canada may at any later time obtain an Appraisal and determine Fair Market Fees based on the valuation in that Appraisal, which determination is binding on

the Parties. When Fair Market Fees are determined under this subsection, Canada will promptly notify the Permittee and the First Nation of such amount.

- 4.4.6 If Canada obtains an Appraisal under subsection 4.4.5, or either Canada or the First Nation obtains an Appraisal under subsection 4.4.2 that is in the category set out in paragraph 4.4.3.3, then:
- 4.4.6.1 the expense for such Appraisal will, upon notice, be immediately due as Additional Fees or First Nation Fees, as the case may be, which the Permittee will promptly pay; and
- 4.4.6.2 the costs for the work of the Appraisers in paragraph 4.4.3.3 and subsection 4.4.4 will be paid solely by the Permittee.
- 4.5 **Additional Fees** – If, at any time before or after this Permit ends, Canada incurs any expenses by reason of any failure of the Permittee to perform or observe any of the Permittee’s obligations to Canada under this Permit, then the amount of each expense, together with interest, accruing from the date of such expense, and an administration fee of 15% of the expenses will be payable to Canada as Additional Fees and will be promptly paid by the Permittee on notice from Canada.
- 4.6 **First Nation Fees** – If, at any time before or after this Permit ends, the First Nation incurs any expenses by reason of any failure of the Permittee to perform or observe any of the Permittee’s obligations to the First Nation under this Permit, then the amount of each expense, together with interest, accruing from the date of such expense, and an administration fee of 15% of the expenses will be payable to the First Nation as First Nation Fees and will be promptly paid by the Permittee on notice from the First Nation. First Nation Fees will be paid in Canadian dollars, accompanied by any applicable Taxes, and without any set-off, deduction, or abatement.
- 4.7 **Arrears to Bear Interest** – If Fees or any other sum owing to Canada or the First Nation by the Permittee under this Permit are not paid when due, then the Permittee will pay interest on the unpaid amount at the prime lending rate established by the Bank of Canada, calculated quarterly and compounded semi-annually, plus 5% per annum, from the date the Fees or sum are due until the date that the payment is received. This stipulation for interest will not prejudice or affect any remedies of Canada or the First Nation under this Permit or otherwise, or be construed to relieve the Permittee from any default in paying Fees or other sum at the time and in the manner specified in this Permit.
- 4.8 **Survival of Sections** – Sections 4.5 - 4.7 survive when this Permit ends.

5. CONSTRUCTION

5.1 **No Construction Before Review** – The Permittee will not construct any Improvements, or alter the Permit Area in anticipation of such construction, without first having:

5.1.1 obtained all applicable approvals and authorizations for such Improvements under section 5.3;

5.1.2 delivered an applicable Construction Plan for such Improvements under section 5.4; and

5.1.3 obtained a written determination from Canada under section 9.2 that the applicable Project pertaining to such Improvements may proceed.

5.2 Stop Work Orders and Injunctions

5.2.1 If section 5.1 is breached, then, in addition to any other remedy available to either Canada or the First Nation:

5.2.1.1 each such Party may issue a “stop work order”, which such Party is entitled to post in conspicuous locations on the Permit Area and the Permittee must ensure that all unauthorized work on the Permit Area ceases;

5.2.1.2 the First Nation may bar any Person who is providing any services for the construction of Improvements or the alteration of the Permit Area until such time as the breach is rectified by obtaining all of the required approvals, authorizations and determinations required under section 5.1;

5.2.1.3 the Permittee will promptly remediate any damage to the Permit Area and any other area on the Reserve arising from such breach that is not otherwise approved of, authorized or consented to in a determination as required by section 5.1; and

5.2.1.4 each such Party is entitled to obtain an injunction from a court of competent jurisdiction against the continuation of such breach, such Party’s costs of which (including legal costs on a solicitor and own client basis) are to be paid promptly upon notice as Additional Fees or First Nation Fees, as the case may be.

5.2.2 Canada and the First Nation will notify each other of their actions under this section.

5.3 **Authority Authorization** – The Permittee will apply to all appropriate Authorities for any applicable approvals or authorizations necessary for the Permittee to construct any Improvements.

- 5.4 **Construction Plan** – For any Improvements proposed to be constructed, the Permittee will provide to each of Canada and the First Nation a certified Construction Plan that is consistent with this Permit.
- 5.5 **Release of Liability** – The Permittee, on its behalf and on behalf of any Person deriving an interest from, or on the Permit Area because of, the Permittee’s rights under this Permit, acknowledges and agrees that neither Canada nor the First Nation (or the Council) owes a duty of care to the Permittee or any such Person in reviewing any Construction Plans, as such review is solely for the benefit of Canada and the First Nation, respectively. As such, the Permittee releases each of Canada, the First Nation, the Council, and their respective officials, servants, employees, agents, contractors, subcontractors and other legal representatives from any liability associated with their respective reviews of, and the Permittee’s implementation of, any Construction Plans. This section survives when this Permit ends.
- 5.6 **Construction Compliance**
- 5.6.1 Once all applicable approvals, authorizations, plans and determinations referred to in section 5.1 have been obtained, finalized or delivered, as the case may be, for any Improvements, the Permittee will promptly construct such Improvements in a proper and workmanlike manner and in accordance with such approvals, authorizations, plans and determinations and all British Columbia building, fire, electrical and other similar codes in effect at the time of such construction to the same extent as if the Permit Area was on fee simple lands in the province owned by a private individual.
- 5.7 **Security for Construction** – The Permittee will, prior to constructing any Improvements, deliver to the First Nation concurrent with the applicable certified Construction Plan written evidence that a performance bond, letter of credit or other similar security has been obtained in an amount at least equal to 50% of the estimated cost of the work and that will cover the payment of all labour and material in connection with the work. Such security must be in a form satisfactory to the First Nation with sureties, if required, approved by the First Nation.
- 5.8 **Drawings**
- 5.8.1 The Permittee will promptly deliver to each of Canada and the First Nation reproducible as-built or record drawings of completed Improvements, certified by an Architect or Engineer, that industry standards and British Columbia codes have been met.

6. IMPROVEMENTS

- 6.1 **Damage to, or Destruction of, Improvements** – If any Improvements are damaged or destroyed during the Term, then:

- 6.1.1 the Permittee will promptly notify each of Canada and the First Nation;
 - 6.1.2 this Permit will not be deemed to have ended;
 - 6.1.3 there will be no reduction or postponement of Fees; and
 - 6.1.4 the Permittee will repair or replace the Improvements within a reasonable time and, to the extent possible, to a standard at least substantially equal in quality of material and workmanship to the original material and workmanship.
- 6.2 **Repair & Maintenance** – Neither Canada nor the First Nation will be required to maintain or make any repairs or Alterations to any Improvements. The Permittee will repair and maintain the Improvements in good order and condition in all respects to the standard consistent with the age and nature of the Improvements as would be maintained by a prudent owner.

7. **INSURANCE**

- 7.1 **Errors and Omissions Insurance** – The Permittee will provide evidence to each of Canada and the First Nation that errors and omissions insurance, with minimum limits of \$1,000,000 per claim and annual aggregate, is obtained with respect to design work of the Architects or Engineers on any Improvements to be constructed.
- 7.2 **Construction Insurance** – From the date that construction is started on the Permit Area, including the stockpiling of construction materials on the Permit Area in anticipation of construction, to Substantial Completion, and any other time an Improvement is being constructed, the Permittee will ensure that the following insurance is obtained and maintained:
- 7.2.1 Commercial general liability insurance against claims for bodily injury (including death), personal injury or property damage arising in connection with the use of the Permit Area for construction. The policy will be written on a commercial general liability basis with liability limits of at least \$5,000,000 per occurrence (or any other higher amount that either Canada or the First Nation reasonably requires by delivery of notice to the Permittee before construction begins) and with each of Canada and the First Nation as additional insureds.
 - 7.2.2 “Wrap-up” construction insurance to cover “all risks” of physical damage to, or loss of, the Improvements (including goods and materials to be incorporated in the Improvements while in storage at the site or in transit to it) and must include the perils of flood and earthquake (for any properties located in earthquake zones classified as high to extreme by the Institute for Catastrophic Loss Reduction or its successor.) The policy will be written in an amount at least equal to such Improvements’ full replacement value, plus no less than 25% of budgeted “soft costs”, and with the First Nation as a named insured with loss

payable to the Permittee and the First Nation as their respective interests may appear.

7.3 Liability & Property Insurance – Subject to section 7.2, the Permittee will ensure that the following insurance is maintained during the Term and any other period it may be on the Permit Area, including any period where the Permittee is removing the Improvements under section 12.2, notwithstanding section 12.5:

7.3.1 Commercial general liability insurance against claims for bodily injury (including death), personal injury or property damage arising in connection with the use of the Permit Area. The policy will be written on a commercial general liability basis with liability limits of at least \$[Amount] per occurrence (or to any higher amount that either Canada or the First Nation reasonably requires by delivery of notice to the Permittee) and with each of Canada and the First Nation as additional insureds.

7.3.2 Property insurance to cover “all risks” of physical damage to, or loss of, the Improvements and must include the perils of flood and earthquake (for any properties located in earthquake zones classified as high to extreme by the Institute for Catastrophic Loss Reduction or its successor) and blanket by-laws and sewer backup coverage. The policy will be written in an amount at least equal to such Improvements’ full replacement value, with the First Nation as a named insured with loss payable to the Permittee and the First Nation as their respective interests may appear.

7.3.3 Any other insurance that may be reasonably required from time to time by either Canada or the First Nation and that a prudent owner of the Permit Area or the Improvements would obtain.

7.4 General Insurance Provisions

7.4.1 Every insurance policy required under this Permit in which Canada or the First Nation is an additional or named insured will contain:

7.4.1.1 an agreement by the insurer that it will not cancel the policy without first giving such Party at least 30 days prior notice;

7.4.1.2 a clause to the effect that any release from liability entered into prior to any loss will not affect the right of such Party to recover;

7.4.1.3 a waiver of subrogation by the insurers against such Party; and

7.4.1.4 a provision that the policies will not be invalidated by any act, omission or negligence of any Person that is not within the knowledge or control of such Party.

- 7.4.2 All property insurance policies will include either a stated amount co-insurance endorsement or, alternatively, confirm that no co-insurance applies, to prevent any Parties from becoming co-insurers.
- 7.4.3 All insurance required under this Permit will include the features customarily included in that type of insurance on similar Improvements in British Columbia by prudent owners and any features that Canada or the First Nation reasonably requires. The insurance will not include any non-standard, special, or unusual exclusions or restrictive endorsements without first getting the written consent of each of Canada and the First Nation.
- 7.4.4 The Permittee will not do anything, or permit or suffer anything to be done, at the Permit Area that might cause the insurance policies required by this Permit to be invalidated or cancelled.
- 7.4.5 On the Commencement Date, the Permittee will promptly deliver certificates evidencing every insurance policy that is required by this Permit to each Party insured under such insurance, and will deliver to each such Party, at least 15 days before the expiry of any such insurance, a certificate of renewal, or other evidence satisfactory to each such Party, that the insurance has been renewed or replaced.
- 7.4.6 The Permittee will provide each of Canada and the First Nation with a written statement, prepared and signed by a qualified insurance professional, confirming that the insurance policies obtained for the benefit of such Party satisfy the terms of the Permit.
- 7.4.7 The Permittee will, upon request from Canada or the First Nation, deliver to the requesting Party a certified copy of every requested insurance policy.
- 7.5 **Release of Insured Claims** – The Permittee releases:
- 7.5.1 Canada and Canada’s officials, servants, employees, agents, contractors, subcontractors and other legal representatives from all liability for loss (including economic loss), damage or injury (including any loss, damage or injury that may arise out of the negligence or omission of any of them) in any way caused by or resulting from any of the perils or injury against which it has covenanted in this Permit to insure; and
- 7.5.2 the First Nation and the First Nation’s officials, servants, employees, agents, contractors, subcontractors and other legal representatives from all liability for loss (including economic loss), damage or injury (including any loss, damage or injury that may arise out of the negligence or omission of any of them) in any way caused by or resulting from any of the perils or injury against which it has covenanted in this Permit to insure.
- 7.6 **Payment of Loss under Insurance**

- 7.6.1 The insureds to whom moneys are payable under any or all of the policies of insurance required to be obtained under subsections 7.2.2 or 7.3.2 will ensure that, notwithstanding the terms of the policy or policies, such insurance moneys are directed to be paid to the Trustee.
- 7.6.2 The insureds will direct the Trustee to use such insurance moneys for the repair or replacement of the Improvements for which such insurance moneys were paid against certificates of the Architect (or such other Person as the First Nation and the Permittee may agree upon) who is in charge of such repair or replacement.
- 7.7 **Cancellation of Insurance** – The Permittee will immediately notify each of Canada and the First Nation if any insurance policy in which such Party is an insured is:
- 7.7.1 cancelled or threatened to be cancelled, and promptly deliver evidence of a certificate of renewal or other evidence satisfactory to such Party that the insurance has been renewed or replaced at least 15 days before the cancellation of such policy; or
- 7.7.2 suspended, and promptly provide evidence to such Party that the policy has been reinstated or replaced.
- 7.8 **Payment of Insurance Premiums** – If the insurance premiums are not paid when they become due, then the insured Canada or First Nation may pay them or obtain any insurance that such Party deems necessary, in such Party's sole discretion, and such Party's payment for this are Additional Fees or First Nation Fees, as the case may be, immediately due and payable by the Permittee upon delivery of notice from such Party.
- 7.9 **Release of Insurable Claims** – So long as the Permittee is an emanation of the Crown, a Crown agent, or another Person authorized to utilize this section by each of Canada and the First Nation, sections 7.1 - 7.8 do not apply and the Permittee releases: (is this like Power & Light on N'Kwala?)
- 7.9.1 Canada and Canada's officials, servants, employees, agents, contractors, subcontractors and other legal representatives from all liability for loss (including economic loss), damage or injury in any way caused by or resulting from their respective actions or omissions (whether intentional or negligent) that results in bodily injury (including death), personal injury or property damage; and
- 7.9.2 the First Nation and the First Nation's officials, servants, employees, agents, contractors, subcontractors and other legal representatives from all liability for loss (including economic loss), damage or injury in any way caused by or resulting from their respective actions or omissions (whether intentional or negligent) that results in bodily injury (including death), personal injury or property damage.

8. LAWS / TAXES / UTILITIES

8.1 Compliance with Laws

- 8.1.1 The Permittee will comply with all applicable Laws regarding this Permit, the Permit Area and any activity on the Permit Area and will require and ensure that any other Person on the Permit Area because of the Permittee's rights under this Permit also complies with all applicable Laws regarding this Permit, the Permit Area and any activity on the Permit Area.
- 8.1.2 The Permittee will promptly deliver to each of Canada and the First Nation copies of any notice from an Authority requiring something to be done, or stop being done, on the Permit Area. Once the matter under the notice has been resolved to the Authority's satisfaction, the Permittee will promptly deliver proof, satisfactory to each of Canada and the First Nation, evidencing the resolution.
- 8.1.3 On request from Canada or the First Nation, the Permittee will either promptly deliver to such Party information from an Authority about the Permittee's compliance, or promptly arrange for written authorization to allow such Party to receive information from an Authority about the Permittee's compliance or non-compliance with applicable Laws.

8.2 Taxes

- 8.2.1 Without limiting the generality of section 8.1, the Permittee will promptly pay all applicable taxes, trade licences, rates, levies, duties and assessments of any kind, together with all charges, penalties and interest imposed by any Authority, regarding the Permittee's interest in this Permit, the use and occupation of the Permit Area under this Permit or the payment of Fees or other amounts payable by the Permittee.
- 8.2.2 Without in any way relieving or modifying the obligation of the Permittee to comply with subsection 8.2.1, the Permittee may contest or appeal the validity or amount of any tax, trade licence, rate, levy, duty, assessment, charge, penalty or interest referred to in subsection 8.2.1, provided that the Permittee promptly commences any proceedings to contest or appeal such validity or amount and continues the proceedings with all due diligence and does not cause a charge, encumbrance or claim to be made against the Permit Area.
- 8.2.3 The Permittee will, on request by Canada or the First Nation, provide such Party with official receipts of the Authority or other proof satisfactory to such Party evidencing payment of any applicable taxes, trade licences, rates, levies, duties, assessments, charges, penalties or interest.

8.3 Utilities

- 8.3.1 Neither Canada nor the First Nation will be required to provide any services, utilities or facilities to the Permit Area. The Permittee will secure or provide, and

will maintain, all services, utilities and facilities required from time to time for its use of the Permit Area.

- 8.3.2 The interruption of any service, utility or facility provided to the Permit Area will not be considered a disturbance of the Permittee's use of the Permit Area or render either Canada or the First Nation liable for any loss, injury or damages to the Permittee or relieve the Parties from their obligations under this Permit.

9. ENVIRONMENT

9.1 Compliance with Environmental Laws

- 9.1.1 The Permittee will not use the Permit Area to generate, manufacture, refine, treat, transport, store, handle, transfer, produce, Release or process any Contaminants, except as may be reasonably required for the Authorized Uses and in compliance with applicable Environmental Laws.
- 9.1.2 The Permittee will not carry out any operations or activities, or construct any Improvements, that in the reasonable opinion of either Canada or the First Nation materially increase the risk of liability to such Party (whether directly or indirectly) as a result of the application of Environmental Laws.
- 9.1.3 If Canada or the First Nation reasonably determines that the promulgation of, or the amendment to, any applicable Environmental Laws has materially increased the probability or extent of such Party's liability under such Environmental Laws with respect to the Authorized Uses, then the Permittee is responsible to each of Canada and the First Nation for such potential liability and the Parties will, if a Party reasonably considers it necessary, negotiate an amendment to this Permit to better reflect this assumption of, and provide a process of payment for, such potential liability by the Permittee.

9.2 Environmental Review

- 9.2.1 For the purposes of this section:

9.2.1.1 **“Decision Maker”** means the Minister, when the Minister is representing Canada under this Permit, and means the Council, or a Person designated by the Council, if the First Nation takes over the position of Canada under this Permit by operation of law;

9.2.1.2 **“Designated Project”** has the meaning given to it in the *Impact Assessment Act*, S.C. 2019, c. 28, s. 1, and any similar concept in any amended, succeeding, or replacement Law; and

9.2.1.3 **“Minister”** means the Minister of Indigenous Services or any successor or replacement Minister.

- 9.2.2 This section does not apply to a Designated Project.

- 9.2.3 The Permittee will deliver to the Decision Maker (and, if the Minister is the Decision Maker, then also to the First Nation) any information about a proposed Project reasonably requested by the Decision Maker, including:
- 9.2.3.1 an environmental review report of such Project that includes such information as the Decision Maker reasonably requires; and
 - 9.2.3.2 a certificate from an Architect or Engineer certifying that such Project complies with the Construction Plan and this Permit,

to enable the Decision Maker:
 - 9.2.3.3 to determine the environmental effects of such Project as the Decision Maker may by applicable Law be required to make; or
 - 9.2.3.4 if no applicable Law requires such determination, then, in the discretion of the Decision Maker, to determine whether or not, subject to any mitigation measures that the Decision Maker reasonably requires, the Project is likely to cause any significant adverse environmental effects.
- 9.2.4 If the Decision Maker is not reasonably satisfied with any information delivered under subsection 9.2.3, then the Decision Maker will notify the Permittee of each inadequacy (and, if the Minister is the Decision Maker, deliver a copy of such notification to the First Nation.) The Permittee will ensure that the inadequacies are addressed to the reasonable satisfaction of the Decision Maker, which revised information the Permittee will deliver to the Decision Maker (and, if the Minister is the Decision Maker, then also to the First Nation.)
- 9.2.5 If the Decision Maker determines that the Project may proceed, then the Permittee will:
- 9.2.5.1 ensure that the Project, including site preparation, construction, operation and decommissioning of the Project, will comply with any mitigation measures, including monitoring and compliance, that the Decision Maker reasonably requires under such determination; and
 - 9.2.5.2 deliver to the Decision Maker (and, if the Minister is the Decision Maker, then also to the First Nation) certification by an Architect or Engineer, or applicable professional, of the implementation, within the timelines specified in such determination, of all mitigation measures, including monitoring and compliance, required under such determination.
- 9.2.6 If the Decision Maker reasonably determines that the Project may not proceed, then:
- 9.2.6.1 the Decision Maker will deliver reasons for such determination to the Permittee (and, if the Minister is the Decision Maker, deliver a copy to the First Nation); and

- 9.2.6.2 the Permittee releases Canada, the Decision Maker, the First Nation, and their respective officials, servants, employees, agents, contractors, subcontractors and other legal representatives for the inability of the Permittee to use the Permit Area as anticipated.
- 9.3 **Environmental Bond** – The Permittee acknowledges that Canada may require security for the decommissioning of a Project as a mitigation measure in a determination under an Environmental Review of such Project. If such security is required, then the Permittee will provide Canada with security (such as an environmental bond, letter of credit or other security) reasonably acceptable to Canada, in an amount reasonably acceptable to Canada, for the decommissioning of such Project. That security will be provided to Canada promptly after notification and will remain a paid up, valid security until the completion of the decommissioning of the Project, whether that is before or after this Permit ends.
- 9.4 **Environmental Site Assessment**
- 9.4.1 Prior to the execution of this Permit, the Permittee completed an environmental site assessment of the environmental condition of the Permit Area immediately prior to the Commencement Date, report of which is titled [Name of Report] and dated [Month Day, Year], and states that it may be relied upon by all Parties and the Permittee agrees that all Parties may rely upon it.
- 9.4.2 Within 8 months before the expiration of the Term, or within 120 days after the earlier termination of this Permit, the Permittee will complete an environmental site assessment of the environmental condition of the Permit Area at that time and will provide each of Canada and the First Nation with a report, reasonably satisfactory to each of them, on such condition. The report will state that it may be relied upon by all Parties and the Permittee agrees that all Parties may rely upon it.
- 9.4.3 The environmental site assessment reports referred to in subsections 9.4.1 and 9.4.2 will be *prima facie* evidence of the environmental condition of the Permit Area immediately prior to the Commencement Date and immediately prior to the expiration of this Permit or immediately after the earlier termination of this Permit, as the case may be.
- 9.4.4 By the end of the Term, or within 60 days after the report referred to in subsection 9.4.2 is issued if this Permit ends early, the Permittee will remediate any Contamination of the Permit Area arising from the Permittee's (or any Person on the Permit Area because of the Permittee's rights under this Permit) use of the Permit Area to the environmental condition of the Permit Area identified in the report referred to in subsection 9.4.1 or to such other environmental condition as may be reasonably acceptable to both Canada and the First Nation, but, if Canada and the First Nation disagree upon such other environmental condition, then to the more stringent requirements of either of them.

9.5 Contaminants and Releases

9.5.1 By the end of the Term or within 90 days after the earlier termination of this Permit, the Permittee will remove from the Permit Area any Contaminants that are, or have been, located, stored or incorporated on the Permit Area by the Permittee or any Person on the Permit Area because of the Permittee's rights under this Permit and, upon removal, will promptly provide each of Canada and the First Nation with documentation satisfactory to each of them, confirming the completion of the removal satisfactory to each of them and any Authority.

9.5.2 Upon the Release of any Contaminants by the Permittee or any Person on the Permit Area because of the Permittee's rights under this Permit, the Permittee will:

9.5.2.1 immediately deliver notice to Canada, the First Nation and any appropriate Authority of the occurrence of the Release;

9.5.2.2 ensure that any notice includes details relating to the Release, including the time and extent of the Release, the estimated amount of such Contaminants, the remedial action taken prior to the delivery of the notice, and the remedial action that the Permittee intends to take in order to contain or rectify the Release;

9.5.2.3 immediately remove from the Permit Area such Contaminants, and take all remedial action necessary to fully rectify the effects of the Release, in compliance with all reasonable requests by each of Canada and the First Nation and all applicable Environmental Laws;

9.5.2.4 provide each of Canada and the First Nation with an environmental site assessment report, satisfactory to each of them specifying the Permittee's activities under paragraph 9.5.2.3 and the state of the Permit Area after the completion of such activities as compared to the state of the Permit Area prior to the Release, and stating that such report may be relied upon by all Parties, and the Permittee agrees that all Parties may rely on such report; and

9.5.2.5 undertake such further activities as either Canada or the First Nation may reasonably require to remove such Contaminants and rectify the Release, based on the report referred to in this subsection.

9.6 **Representations and Warranties** – The Permittee represents and warrants to each of Canada and the First Nation that:

9.6.1 the Permittee's operations on the Permit Area do not involve the location, storage, incorporation, manufacture or Release of any Contaminants except in accordance with this Permit; and

9.6.2 neither the Permittee nor its affiliates or their respective directors or senior officers have been prosecuted for any offences or received any orders or administrative, monetary or other similar penalties under any Environmental Laws.

9.7 **Survival of Article** – This article survives when this Permit ends.

10. ASSIGNMENTS

10.1 **Assignments Require Consent** – The Permittee may not assign its interest in this Permit without the consent of each of Canada and the First Nation and no assignment is valid until the proposed assignee has executed a written agreement with the Parties substantially in the form of the Assignment Consent Agreement attached as Schedule B.

10.2 **No Relief by Assignment** – An assignment will not relieve or discharge the Permittee from any of its covenants or agreements under this Permit unless the Party benefitting from such covenant or agreement has agreed, in writing, to release the Permittee from such obligation or liability. For greater certainty, any such agreements by Canada and the First Nation need not be consistent with each other.

10.3 **Registration** – The Permittee will ensure that all assignments of its interest in this Permit are submitted to the Registry in a registerable form promptly after execution.

11. DEFAULTS AND EARLY TERMINATION

11.1 Insolvency

11.1.1 Each of the following are considered to be an event of insolvency:

11.1.1.1 When the Permittee makes an assignment for the benefit of creditors or otherwise starts proceedings under any bankruptcy or insolvency Laws.

11.1.1.2 When a receiver (including a receiver-manager, interim receiver, trustee, liquidator or other custodian) of the Permittee's interest in the Permit Area is appointed.

11.1.1.3 When the Permittee is declared or becomes bankrupt or insolvent.

11.1.1.4 If the Permittee is a corporation or limited partnership, when any application, petition, certificate or order is made or granted to wind-up or dissolve the Permittee, voluntarily or not.

11.1.2 The Permittee will promptly deliver notice to each of Canada and the First Nation of the happening of any of the events in subsection 11.1.1.

11.1.3 An event of insolvency is deemed to be an incurable default of this Permit and, upon such default, Canada may, without providing a default notice, take advantage of any remedy available to it at law, including declaring the Term ended by delivering a termination notice to the Permittee, with a copy to the First Nation.

11.2 Defaults on Obligations Owed to Canada

11.2.1 If the Permittee defaults on any obligation owed to Canada under this Permit, then Canada may deliver to the Permittee a default notice, with a copy to the First Nation.

11.2.2 The Permittee will cure the default identified in a default notice within 15 days of delivery for a default of an outstanding Fees payment under the Permit. If the Permittee does not cure such default within 15 days, then Canada may take advantage of any remedy available to it at law, including declaring the Term ended by delivering a termination notice to the Permittee, with a copy to the First Nation.

11.2.3 The Permittee will cure the default identified in a default notice within 30 days of delivery for a default of any obligation other than an outstanding Fees obligation. If such default:

11.2.3.1 can reasonably be cured within 30 days after the default notice is delivered and the Permittee fails to cure such default within the 30 days; or

11.2.3.2 cannot reasonably be cured within 30 days after the default notice is delivered and the Permittee does not begin to cure such default within the 30 days to the reasonable satisfaction of Canada or continue to cure such default with due diligence after beginning to cure,

then Canada may take advantage of any remedy available to it at law, including declaring the Term ended by delivering a termination notice to the Permittee, with a copy to the First Nation.

11.2.4 If a default is not cured within the time provided for under this Permit, then Canada may, with unrestricted access to the Permit Area, cure such default in Canada's sole discretion. Any of Canada's expenses will be Additional Fees promptly payable by the Permittee upon delivery of notice from Canada.

11.2.5 If Canada begins to cure a default, then Canada will have no obligation to continue to cure such default to completion and Canada is not liable for any losses or expenses suffered by the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit, arising due to Canada's actions under this section.

11.3 Defaults on Obligations Owed to the First Nation

11.3.1 If the Permittee defaults on any obligation owed to the First Nation under this Permit, then the First Nation may deliver to the Permittee a default notice, with a copy to Canada.

11.3.2 The Permittee will cure the default identified in a default notice within 30 days of delivery. If such default:

11.3.2.1 can reasonably be cured within 30 days after delivery of the notice and the Permittee fails to cure such default within the 30 days; or

11.3.2.2 cannot reasonably be cured within 30 days after delivery of the notice and the Permittee does not begin to cure such default within the 30 days to the reasonable satisfaction of the First Nation or continue to cure such default with due diligence after beginning to cure,

then the First Nation may take advantage of any remedy available to it at law. For greater certainty, the First Nation may not terminate this Permit as a remedy.

11.3.3 If a default is not cured within the time provided for under this Permit, then the First Nation may, with unrestricted access to the Permit Area, cure such default in the First Nation's sole discretion. Any of the First Nation's expenses will be First Nation Fees promptly payable by the Permittee upon delivery of notice from the First Nation.

11.3.4 If the First Nation begins to cure a default, then the First Nation will have no obligation to continue to cure such default to completion and the First Nation is not liable for any losses or expenses suffered by the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit, arising due to the First Nation's actions under this section.

12. END OF PERMIT

12.1 **Surrender of the Permit** – When this Permit ends, the Permittee will peaceably vacate, and surrender and yield its use of, the Permit Area to Canada and the First Nation, as to their respective interests, in the condition required by the terms of this Permit and, subject to subsection 12.2, all Improvements will be the property of the First Nation absolutely, free of all encumbrances and for no compensation.

12.2 **Notice to Remove Improvements** – If, on or before the 90th day after this Permit ends, the First Nation notifies the Permittee that the Improvements described in such notice are to be removed from the Permit Area, then the Permittee will promptly remove them and will leave the remainder of the Permit Area in good and substantial repair and condition and free from all debris to the reasonable satisfaction of the First Nation.

- 12.3 **Failure to Remove Improvements** – If the Permittee does not promptly remove the Improvements as required under section 12.2, then the First Nation may remove and dispose of them in the First Nation’s sole discretion and return the Permit Area to a good and substantial repair and condition and free from all debris. Upon notice from the First Nation, the Permittee will promptly pay all First Nation Fees expenses incurred under this section. The First Nation will not be responsible to the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit, for any loss suffered by the Permittee or such Person, as the case may be, as a result of the First Nation’s actions under this section.
- 12.4 **Remove Debris** – When this Permit ends, the Permittee will promptly remove any garbage or debris from the Permit Area so that the Permit Area is in a clean condition to the reasonable satisfaction of the First Nation.
- 12.5 **Access After Termination** – The Permittee is entitled to access the Permit Area when this Permit ends only at the reasonable times and on the reasonable conditions set by the First Nation, and only to be able to perform any of the Permittee's obligations that survive after this Permit ends.
- 12.6 **Survival of Article** – This article survives when this Permit ends.

13. INDEMNITIES

- 13.1 **Permittee’s Indemnity of Canada** – The Permittee will indemnify and hold harmless Canada and Canada’s officials, servants, employees, agents, contractors, subcontractors and other legal representatives from and for any claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs (including reasonable legal fees, on a solicitor and own client basis, and reasonable consultant and expert fees), liabilities, losses (including any diminution in the market value of the Permit Area, based on the Authorized Uses) and sums paid in settlement of any claims that arise during or after the Term and are in any way based upon, arise out of or are connected with:

13.1.1 a default of any of the Permittee's obligations under this Permit;

13.1.2 any injury to, or death of, any Person on the Permit Area during the Term in any way due to the actions or omissions of the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit;

13.1.3 any damage to, or loss of, property by any Person during the Term in any way due to the actions or omissions of the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit;

13.1.4 Canada reviewing a Construction Plan;

13.1.5 the Decision Maker determining under an Environmental Review that a Project should not proceed; or

13.1.6 Canada's curing or attempt to cure a default of this Permit,

but not if due to the Gross Negligence or Willful Misconduct of Canada or Canada's officials, servants, employees, agents, contractors, subcontractors or other legal representatives, unless such negligence or misconduct involves a peril against which the Permittee is obligated to obtain and maintain insurance.

13.2 Permittee's Indemnity of First Nation – The Permittee will indemnify and hold harmless the First Nation and the First Nation's officials, servants, employees, agents, contractors, subcontractors and other legal representatives from and for any claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs (including reasonable legal fees, on a solicitor and own client basis, and reasonable consultant and expert fees), liabilities, losses (including any diminution in the market value of the Permit Area, based on the Authorized Uses) and sums paid in settlement of any claims, that arise during or after the Term and are in any way based upon, arise out of or are connected with:

13.2.1 a default of any of the Permittee's obligations under this Permit;

13.2.2 any injury to, or death of, any Person on the Permit Area during the Term in any way due to the actions or omissions of the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit;

13.2.3 any damage to, or loss of, property by any Person during the Term in any way due to the actions or omissions of the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit;

13.2.4 the First Nation reviewing a Construction Plan;

13.2.5 the First Nation's curing or attempt to cure a default of this Permit; or

13.2.6 the First Nation's removal and disposal of any Improvements and Trade Fixtures, and returning the Permit Area to a good and substantial repair and condition and free from all debris, under section 12.3,

but not if due to the Gross Negligence or Willful Misconduct of the First Nation or the First Nation's officials, servants, employees, agents, contractors, subcontractors or other legal representatives, unless such negligence or misconduct involves a peril against which the Permittee is obligated to obtain and maintain insurance.

13.3 Survival of Article – This article survives when this Permit ends.

14. DELIVERY

14.1 General Requirement

14.1.1 All notices, requests, demands, consents and approvals under this Permit, which will be in writing, and all Fees or First Nation Fees to be paid, will be delivered in accordance with this article to the following addresses:

To Canada:

Director, Lands and Economic Development
Indigenous Services Canada
British Columbia Regional Office
600-1138 Melville Street
Vancouver, British Columbia V6E 4S3
Fax: (604) 775-7149

To the First Nation:

[First Nation]
[First Nation's Address]
Fax: [#]

To the Permittee:

[Permittee's Name]
[Permittee's Address]
Fax: [#]

14.1.2 If the postal service is interrupted or threatened to be interrupted, then any notice, request, demand, consent and approval will only be sent by means other than mail.

14.2 Date of Delivery

14.2.1 With respect to any Fees or First Nation Fees, they will not be considered to be delivered until actually received by Canada or the First Nation, respectively .

14.2.2 With respect to any notice, request, demand, consent or approval, if any question arises as to the date on which delivery occurred, then it will be deemed to have been delivered:

14.2.2.1 if sent by fax, the day of transmission if transmitted before 3:00 p.m., otherwise, the next day;

14.2.2.2 if sent by mail, on the sixth day after the notice was mailed; or

14.2.2.3 if sent by any means other than fax or mail, the day it was received.

14.3 **Change of Contact Information** – Any Party may change its contact information shown in this Permit by informing the other Parties of the new contact

information, and the change will take effect on the effective date set out in the notice or 30 days after the notice is delivered, whichever is later.

15. DISPUTE RESOLUTION

15.1 Disputes Involving Canada

15.1.1 Any dispute arising from or under this Permit involving Canada that is not resolved by negotiation will be resolved by referral, in the first instance, to the Federal Court of Canada or any replacement or successor court having jurisdiction.

15.1.2 If the Federal Court of Canada refuses jurisdiction or does not determine the dispute, then a Party to the dispute may refer it to any other court that has jurisdiction and the Parties may exercise any other right or remedy they have under this Permit or otherwise.

15.2 Disputes Not Involving Canada

15.2.1 Any dispute arising from or under this Permit solely between the First Nation and the Permittee will be resolved as follows:

15.2.1.1 Negotiation: The Party who wishes a dispute to be resolved will deliver a dispute notice to the other Party. Each Party will promptly designate a senior representative who will attempt in good faith to resolve the dispute by negotiation.

15.2.1.2 Mediation: If negotiation does not resolve the dispute within 15 days of delivery of the dispute notice, then either Party may deliver a mediation notice to the other Party. The Parties will then promptly appoint a qualified, impartial and experienced mediator, the cost of which will be paid equally by both Parties. If the Parties cannot agree on a mediator within 15 days of delivery of the mediation notice, then the mediator will be appointed by the British Columbia International Commercial Arbitration Centre (or its successor, or a similar body if neither is available). Within 10 days of appointment of a mediator, each Party will provide the mediator and each other with a written statement of its position about the dispute and summary of the arguments supporting its position. The mediator will meet with the Parties in his or her sole discretion in an attempt to resolve the dispute. The Parties will provide any additional information requested by the mediator. The mediator may hire experts, the cost of which will be paid equally by the Parties unless the mediator orders a different division.

15.2.1.3 Arbitration: If the dispute is not resolved within 30 days of the appointment of a mediator, then, on application by any Party, the dispute may be referred to a single arbitrator under the *Arbitration Act*,

RSBC 1996, c 55. The decision of the arbitrator is final and binding on the Parties. The cost of the arbitrator will be paid equally by the Parties unless the arbitrator orders a different division.

15.2.2 For greater certainty, if the First Nation takes over the position of Canada under this Permit by operation of law, then any dispute arising between the Parties from or under this Permit will be resolved under this section 15.2 and not section 15.1.

16. MISCELLANEOUS

- 16.1 **Deemed Conditions and Covenants** – All agreements, terms, conditions, covenants, provisions, duties and obligations to be performed or observed by the Permittee under this Permit for the benefit of Canada are deemed to be conditions as well as covenants.
- 16.2 **No Presumption** – There will be no presumption that any ambiguity in any of the terms of this Permit will be interpreted in favour of any Party.
- 16.3 **No Cost to Canada or First Nation** – Except as otherwise explicitly set out in this Permit, neither Canada nor the First Nation will be responsible during the Term for any costs, charges or expenses arising from or relating to the Permit Area, the use or occupancy of the Permit Area, or any of the Permittee's obligations under this Permit.
- 16.4 **Binding on Successors** – This Permit will be for the benefit of and be binding upon each Party's respective heirs, successors, executors, administrators, assigns and other legal representatives.
- 16.5 **Remedies are Cumulative** – Notwithstanding any part of this Permit that provides a specific remedy, all remedies under this Permit or at law may be exercised at the same time and the exercise of one remedy does not preclude the exercise of any other remedy.
- 16.6 **No Waiver** – No condoning, excusing or overlooking of any default of this Permit will operate as a waiver by, or otherwise affect the respective rights of, the other Parties in respect of any continuing or subsequent default. No waiver of these rights will be inferred from anything done or omitted to be done by any Party, except by an express waiver in writing.
- 16.7 **No Assumption of Responsibility** – No consent or absence of consent by either Canada or the First Nation will in any way be an assumption of responsibility or liability by such Party for any matter subject to or requiring such Party's consent.
- 16.8 **Not a Joint Venture** – Nothing in this Permit will be construed as creating a relationship of agency, partnership, joint venture or other such association between any of the Parties.

- 16.9 **Corporate Authority** – The Permittee represents and warrants that the Permittee:
- 16.9.1 has the corporate authority under its documents of incorporation to enter into this Permit and to perform all of the covenants and agreements contained in this Permit;
 - 16.9.2 is a corporation duly incorporated under the Laws of the province of British Columbia;
 - 16.9.3 is not a reporting company and is a valid and subsisting company in good standing with the British Columbia corporate registry; and
 - 16.9.4 will remain in good standing with the British Columbia corporate registry.
- 16.10 **Authority** – The Permittee represents and warrants that:
- 16.10.1 the Permittee has the corporate authority under its documents of incorporation to enter into this Permit and to perform all of the covenants and agreements contained in this Permit;
 - 16.10.2 the Permittee is the general partner of a limited partnership formed under the Laws of British Columbia;
 - 16.10.3 the Permittee is a corporation duly incorporated under the Laws of British Columbia, is not a reporting company, and is a valid and subsisting company in good standing with the British Columbia corporate registry;
 - 16.10.4 the Permittee will remain in good standing with the British Columbia corporate registry; and
 - 16.10.5 the limited partnership agreement sets out that [#] percent of the units of the partnership are beneficially held by the limited partner and [#] percent of the units are held by the general partner.
- 16.11 **Counterpart Execution** – This Permit may be executed in one or more counterparts, each of which is considered to be an original but all of which together constitute one and the same document. Each Party will promptly deliver its originally executed Permit to the other Parties.

The Parties have executed this Permit on the dates indicated below.

**HER MAJESTY THE QUEEN IN RIGHT
OF CANADA**, as represented by the
Minister of Indigenous Services

[Name]

Date signed by Canada:_____

EXECUTED in the presence of:

) **[FIRST NATION]**, as represented by the
) Council
)
)
)
)

[Name]

Witness as to the First Nation's
authorized signatories

) **[Name]**
)
)

Date signed by the First Nation:_____

)
) We are authorized to sign on behalf of the
) First Nation
)

EXECUTED in the presence of:

) **[PERMITTEE'S NAME]**
)
)

**If the Permittee is a limited partnership,
they sign as:**

[PERMITTEE'S NAME], general partner of
[NAME OF LIMITED PARTNERSHIP]

Witness as to the Permittee's
authorized signatory

) **[Name]**
) **[Title]**
)
)

Date signed by the
Permittee:_____

)
) I am authorized to sign on behalf of the
) Permittee
)

SCHEDULE A

BAND COUNCIL RESOLUTION

WHEREAS:

- A. We have negotiated a “Permit” to be entered into between Her Majesty in right of Canada, [First Nation], and [Permittee's Name], to which this resolution is to be attached as a schedule; and
- B. The terms used in this resolution that are defined in the Permit have the same meaning as in the Permit.

BE IT RESOLVED that the Council, on behalf of [First Nation]:

- A. has read and understood the Permit terms;
- B. has been advised by Canada to receive independent legal and financial advice about the Permit before executing it and has been advised to continue to obtain such advice about the First Nation’s rights and obligations throughout the Term of the Permit;
- C. consents to the execution of the Permit on its terms; and
- D. authorizes any two members of the Council to execute the Permit on behalf of the First Nation.

DATED _____, 20__.

Quorum for the Council is _____ members.

Chief

Councillor

Councillor

Councillor

Councillor

SCHEDULE B

ASSIGNMENT CONSENT AGREEMENT

This agreement commences on [Month Day, Year] and is made

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Indigenous Services

(“Canada”)

AND:

[FIRST NATION],
a band within the meaning of the *Indian Act* as represented by the Council

(the “First Nation”)

AND:

[PERMITTEE’S NAME] [If the Permittee is a corporation, limited partnership, society, utility or municipality, then type a comma after the Permittee’s Name and include the statute under which the entity received its authority and its incorporation number, if applicable. Corporate example: , incorporated under the *Business Corporations Act*, SBC 2002, c. 57; Incorporation No. X12345 **Limited Partnership example:** , incorporated under the *Business Corporations Act*, SBC 2002, c. 57; Incorporation No. X12345, as general partner of **[NAME OF LIMITED PARTNERSHIP]**, registered under the *Partnership Act*, RSBC 1996 c 348; Registration No. X12345 **End of option]**

(the “Permittee”)

AND:

[ASSIGNEE’S NAME] [If the Assignee is a corporation, limited partnership, society, utility or municipality, then type a comma after the Assignee’s Name and include the statute under which the entity received its authority and its incorporation number, if applicable. Corporate example: , incorporated under the *Business Corporations Act*, SBC 2002, c. 57; Incorporation No. X12345 **Limited Partnership example:** , incorporated under the *Business Corporations Act*, SBC 2002,

c. 57; Incorporation No. X12345, as general partner of **[NAME OF LIMITED PARTNERSHIP]**, registered under the *Partnership Act*, RSBC 1996 c 348; Registration No. X12345 **End of option]**

(the “Assignee”)

(Collectively the “Parties”).

BACKGROUND

- A. Canada authorized the Permittee to use the Permit Area, by way of a permit to which the First Nation is a Party and which is dated [Month Day, Year] and registered in the Registry under No. [#] (the “Permit”).
- B. The Permittee wants to assign its right and interest in the Permit to the Assignee by entering into an assignment agreement, which is attached as Schedule “A” to this agreement (the “Assignment”).
- C. Under the Permit, the Assignment is not valid without the consent of each of Canada and the First Nation and without the Parties entering into this agreement.

NOW THEREFORE, in consideration of the representations, warranties, obligations, covenants and agreements in this agreement, the Parties agree as follows:

1. Consent

- 1.1 Each of Canada and the First Nation hereby consent to the Assignment.

2. Covenants and Representations of Assignee

- 2.1 The Assignee covenants with each of Canada and the First Nation to observe and perform all of the obligations, covenants and agreements in the Permit to be observed or performed by the Permittee from and after the date of the assignment of the Permit.
- 2.2 The Assignee has inspected the Permit Area and confirms that neither Canada, the First Nation, their respective officials, servants, employees, agents, contractors, subcontractors or other legal representatives, the Council, nor any member of the First Nation, have made any representations or warranties with respect to:
 - 2.2.1 the condition of the Permit Area, including the Permit Area’s compliance with applicable Laws or the presence of Contaminants on the Permit Area;
 - 2.2.2 issues of title or encumbrances affecting title;
 - 2.2.3 access to and from the Permit Area; or

- 2.2.4 the suitability of the Permit Area for the Assignee.
- 2.3 The Assignee makes the same representations and warranties to each of Canada and the First Nation that the Permittee made in the Permit.
- 2.4 The Assignee represents and warrants to each of Canada and the First Nation that the person or persons signing this agreement on the Assignee's behalf have the authority to bind the Assignee to this agreement.

3. General

- 3.1 The Permit will survive the execution of this agreement and will not merge in this agreement.
- 3.2 Any terms not defined in this agreement but defined in the Permit have the same meanings that are given to them in the Permit.
- 3.3 This agreement will ensure to the benefit of and be binding upon the Parties and their respective heirs, administrators, successors, representatives and assigns.
- 3.4 All headings are for convenience and reference only. They are not to be used to define, limit, enlarge, modify or explain the scope or meaning of any provision.
- 3.5 This agreement may be executed in one or more counterparts, each of which is considered to be an original but all of which together constitute one and the same document.

The Parties have executed this agreement as of the date first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indigenous Services

[Name]

Date signed by Canada: _____

EXECUTED in the presence of:)
)
)
)
)
)
_____)

[FIRST NATION], as represented by the Council

[Name]

Witness as to the First Nation's
authorized signatories

)
)
)
)
)
)

[Name]

Date signed by the First Nation:_____

We are authorized to sign on behalf of the
First Nation

EXECUTED in the presence of:

)
)
)

[PERMITTEE'S NAME]

**If the Permittee is a limited partnership,
they sign as:**

**[PERMITTEE'S NAME], general partner of
[NAME OF LIMITED PARTNERSHIP]**

As to the Permittee's authorized
signatory

)
)
)
)
)

[Name]

I am authorized to sign on behalf of the
Permittee

EXECUTED in the presence of:

)
)

[ASSIGNEE'S NAME]

**If the Assignee is a limited partnership,
they sign as:**

**[ASSIGNEE'S NAME], general partner of
[NAME OF LIMITED PARTNERSHIP]**

As to the Assignee's authorized
signatory

)
)
)
)

[Name]

I am authorized to sign on behalf of the
Assignee

SCHEDULE “A” TO AN ASSIGNMENT CONSENT AGREEMENT

(attach a copy of the assignment agreement)

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: J. Zaffino, Chief Administrative Officer

DATE: November 7, 2024

RE: **Naramata Parks & Recreation 2024-2028 Five Year Financial Plan Amendment**

Administrative Recommendation:

THAT Bylaw No. 3053.03 , 2024, being a bylaw to amend the Regional District of Okanagan-Similkameen 2024-2028 Five Year Financial Plan to re-allocate capital funds between projects for the Naramata Parks and Recreation be given first, second, and third readings and be adopted.

Reference:

Regional District of Okanagan-Similkameen 2024-2028 Five Year Financial Plan Amendment Bylaw No. 3053.03, 2024

Background:

Additional funds are required in the Wharf Park Development Project for the purposes of split rail fencing.

The purpose of Bylaw 3053.03 is to re-allocate \$4,700 from the remaining budget of the Manitou Park BMX Improvements project and \$15,000 from the Naramata Community Off Leash Dog Park project as originally approved in the Regional District of Okanagan Similkameen 2024-2028 Five Year Financial Plan.

Alternatives:

The Bylaw amendment be denied.

Respectfully submitted:

"Nathan Grant"
N. Grant, Accountant II

Endorsed by:

W. Making, Deputy CFO

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: J. Zaffino, Chief Administrative Officer

DATE: November 7, 2024

RE: **Board of Directors Schedule of Meetings**

Administrative Recommendation:

THAT the 2025 Regional District of Okanagan-Similkameen Board Schedule of Meetings, as provided in Schedule A of the November 7, 2024 report from the Corporate Officer, be approved.

Purpose:

To establish the 2025 meeting schedule in accordance with the Procedure Bylaw.

Reference:

Local Government Act
RDOS Procedure Bylaw

Background:

In 2024 The Board of Directors chose to trial a modified meeting schedule, meeting every three weeks during the summer. This caused some confusion and resulted in a backload of items needing to be addressed. The newly proposed schedule is intended to alleviate this confusion and lessen the amount of items going to the fall meetings, leaving more time for Budget and Strategic Planning sessions.

Analysis:

The Regional District convenes meetings on the first and third Thursday of each month; however, on occasion, those dates have been adjusted due to conflicts with annual conventions or proximity to the holiday season.

The 2025 Local Government Leadership Academy (LGLA) forum for Electoral Area Directors is scheduled to take place February 6th and 7th, which conflicts with the first Thursday in February. Shifting the February meetings to the second and fourth Thursday would only allow 1 week between the second February meeting and the first meeting in March. Administration is recommending that the February meetings be adjusted to having only one meeting on the 2nd Thursday of the month.

The 2025 Southern Interior Local Government Association (SILGA) forum is scheduled to take place April 29th – May 2nd which conflicts with the first Thursday of May. Administration is recommending that the May meetings be adjusted to the 2nd and 4th Thursday of the month.

The 2025 Federation of Canadian Municipalities (FCM) convention is scheduled to take place May 29th – June 1st which conflicts with the first Thursday in June. However, in recent years only one director has attended the FCM conference in person and it was thought that Alternates would attend the Board meeting in the absence of any Director attending FCM.

The 2025 Union of British Columbia Municipalities (UBCM) convention is scheduled to take place September 22nd – 26th. There is no conflict with the Board meetings.

Alternatives:

1. THAT the 2025 Regional District of Okanagan-Similkameen Board Schedule of Meetings, as provided in Schedule B of the November 7, 2024 report from the Corporate Officer, be approved.
2. THAT the 2025 Regional District of Okanagan-Similkameen Board Schedule of Meetings, as provided in Schedule C of the November 7, 2024 report from the Corporate Officer, be approved.

Communication Strategy:

The annual schedule of regular Board meetings is posted on the Public Notice Posting Place at the RDOS Corporate Office at 101 Martin Street, Penticton, and advertised by January 15 of each year, in accordance with the public notice provisions set out in the Local Government Act. Meeting dates are also posted on the RDOS website.

Respectfully submitted:

"Natalie Sime"

N. Sime, Legislative Service Clerk

Endorsed by:

"Christy Malden"

C. Malden, Corporate Officer, Deputy CAO

Schedule A Monthly meetings in summer
Schedule B Triweekly meetings in summer
Schedule C 1st and 3rd Thursday all year

Schedule A (One meeting on the 1st Thursday during the summer months)

RDOS Board of Directors 2025 Meeting Schedule

Month	Board & Committee Day	Board & Committee Day
January	January 2	January 16
February	February 13	
March	March 6	March 20
April	April 3	April 17
May	May 8	May 22
June	June 5	
July	July 3	
August	August 7	
September	September 4	September 18
October	October 2	October 16
November	November 6 (Inaugural)	November 20
December	December 4	December 18

(Yellow highlighting denotes meeting dates that differ from the first/third Thursday pattern.)

Schedule A (triweekly meetings during the summer months)

**RDOS Board of Directors
2025 Meeting Schedule**

Month	Board & Committee Day	Board & Committee Day
January	January 2	January 16
February	February 13	
March	March 6	March 20
April	April 3	April 17
May	May 8	May 22
June	June 12	
July	July 3	July 24
August	August 14	
September	September 4	September 18
October	October 2	October 16
November	November 6 (Inaugural)	November 20
December	December 4	December 18

(Yellow highlighting denotes meeting dates that differ from the first/third Thursday pattern.)

Schedule C (Meetings on the 1st & 3rd Thursday of the month)

**RDOS Board of Directors
2025 Meeting Schedule**

Month	Board & Committee Day	Board & Committee Day
January	January 2	January 16
February	February 13	
March	March 6	March 20
April	April 3	April 17
May	May 8	May 22
June	June 5	June 19
July	July 3	July 17
August	August 7	August 21
September	September 4	September 18
October	October 2	October 16
November	November 6 (Inaugural)	November 20
December	December 4	December 18

(Yellow highlighting denotes meeting dates that differ from the first/third Thursday pattern.)

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: J. Zaffino, Chief Administrative Officer

DATE: November 7, 2024

RE: **Regional District Signing Authority**

Administrative Recommendation:

THAT the Board of Directors appoint the Board Chair and Vice Chair as signing officers for the Regional District of Okanagan-Similkameen for the 2025 year.

Purpose:

S. 194 of the Local Government Act provides that the governing body of a regional district is its Board of Directors and that the powers, duties and functions of a regional district are to be exercised and performed by its board unless this or any other Act provides otherwise. S. 216 provides that the chair is the head and chief executive officer of the regional district.

Background:

The Board, historically by resolution each year, appoints the Chair and Vice-Chair as signing authorities for the Regional District.

Respectfully submitted:

"Natalie Sime"

N. Sime, Legislative Service Clerk

Endorsed by:

"Christy Malden"

C. Malden, Corporate Officer

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: J. Zaffino, Chief Administrative Officer

DATE: November 7, 2024

RE: **Vintage Views and Lakeshore Waterworks Utilities Assent Vote**

Administrative Recommendation:

THAT Vintage Views Wastewater System Service Establishment Bylaw No. 3068, 2024, being a bylaw to establish the Vintage Views Wastewater System as a service of the Regional District of Okanagan-Similkameen, and the Vintage Views Wastewater System Loan Authorization Bylaw No. 3069, 2024, being a bylaw to authorize the borrowing of \$6,962,000.00 for capital upgrades to the Vintage Views Wastewater System, be read a first, second, and third time and be forwarded to the Inspector of Municipalities for approval; and

THAT Lakeshore Waterworks System Service Establishment Bylaw No. 3071, 2024, being a bylaw to establish the Lakeshore Waterworks System as a service of the Regional District of Okanagan-Similkameen, and the Lakeshore Waterworks System Loan Authorization Bylaw No. 3072, 2024, being a bylaw to authorize the borrowing of \$13,530,000.00 for capital upgrades to the Lakeshore Waterworks System, be read a first, second, and third time and be forwarded to the Inspector of Municipalities for approval; and

THAT upon approval of the Inspector, elector assent for Bylaw Nos. 3068, 3069, 3071, and 3072, be obtained within the respective service areas through an Assent Voting (referendum) process in accordance with the *Local Government Act*; and

THAT the assent voting opportunities take place on Saturday April 12, 2025; and

THAT Christy Malden be appointed as the Chief Election Officer and Gillian Cramm be appointed as Deputy Chief Election Officer for the Vintage Views Wastewater System and Lakeshore Waterworks System Assent Voting opportunities;

THAT the assent vote question with respect to the Vintage Views Wastewater System be:

‘Are you in favour of the Regional District of Okanagan-Similkameen adopting Vintage Views Wastewater System Service Establishment Bylaw No. 3068, 2024, to operate, maintain, and upgrade the Vintage Views Wastewater System, and Vintage Views Wastewater System Loan Authorization Bylaw No. 3069, 2024, to authorize the borrowing of up to \$6,962,000.00 (six million, nine hundred and sixty two thousand dollars) for capital upgrades of the Vintage Views Wastewater System?’; and

THAT the assent vote question with respect to the Lakeshore Waterworks System be:

‘Are you in favour of the Regional District of Okanagan-Similkameen adopting Lakeshore Waterworks System Service Establishment Bylaw No. 3071, 2024, to operate, maintain, and upgrade the Lakeshore Waterworks System, and Lakeshore Waterworks System Loan Authorization Bylaw No. 3072, 2024, to authorize the borrowing of up to \$13,530,000.00 (thirteen million, five hundred and thirty thousand dollars) for capital upgrades of the Lakeshore Waterworks System?’.

Purpose:

To establish the Vintage Views Wastewater System and the Lakeshore Waterworks System as services of the Regional District and to authorize the borrowing for capital upgrades to the two utility systems.

Reference:

Local Government Act Part 4 Division 2

RDOS Utility Acquisition Policy

[Vintage Views Wastewater System Assessment](#)

[Lakeshore Waterworks System Assessment](#)

Business Plan Objective:

Key Success Driver 2.2: To meet public needs through the continuous improvement of key services

Key Success Driver 3.3: To develop an environmentally sustainable region

Background:

The Vintage Views sewer system and wastewater treatment plan was constructed in 2003 and currently services 78 households and 33 vacant lots, a total of 111 connections.

Lakeshore Waterworks system currently serves a total of 332 parcels with about 41 being vacant lots. It received its authorization to construct and operate the water system in 1975.

On November 15, 2022, the Regional District received expression of interest letters from Vintage Views Developments Ltd. and Lakeshore Waterworks Ltd. to sell the respective sewer system and water system to the Regional District. These utilities are located in Electoral Area “D” on the east side of Skaha Lake.

On December 15, 2022, the Regional District approved the initiation of due diligence for the Utility Acquisition Policy for the sewer and water systems.

Ecora Engineering & Resource Group Ltd. (Ecora) was retained to complete engineering and financial assessments of the Vintage Views Wastewater and Lakeshore Waterworks systems. These

reports can be viewed online at rdosregionalconnections.ca/vintage-views-wastewater-lakeshore-waterworks-acquisition-process

Analysis:

The assessment report for the Vintage Views system states that there are numerous problems with the existing wastewater treatment plan and infiltration field, and recommends several significant upgrades. The Lakeshore Waterworks assessment report also lists many proposed improvement projects to ensure compliance with regulatory and health and safety (fire fighting) standards.

The Regional District has signed purchase agreements with the owner of the two utilities, conditional on receiving the assent of electors to the adoption of the service establishment and loan authorization bylaws. The agreements state that on or before July 31, 2025, the Regional District will have enacted the bylaws and obtained all required public and third party approvals necessary to establish the new services and authorize the necessary borrowing to finance capital improvements. In order to meet this timeline, the assent voting opportunities must be held in the spring of 2025.

The option exists to obtain elector approval through an alternative approval process (AAP) but administration is recommending the assent process due to the large amount to be borrowed.

Financial Implications:

Property owners within each service area will receive a quarterly or annual utility bill for user fees and ongoing operational maintenance of the system.

After adoption of the service establishment and loan authorization bylaws, the Board will be asked to consider two bylaws imposing a parcel tax for the debt servicing for the capital upgrades for each of the utilities. Parcel taxes are separate from the property value taxes, which are levied on the assessed value of a property. Administration estimates that the annual parcel tax for the Vintage Views Wastewater utility will be approximately \$4,308.30 annually over 30 years, and \$2,869.17 annually over 30 years for the Lakeshore Waterworks utility.

Staff will be seeking grant opportunities in order to lessen the financial impact on property owners.

Alternatives:

1. THAT Bylaw Nos. 3068, 3069, 3071, and 3072, not proceed.
2. THAT elector approval be obtained for Bylaw Nos. 3068, 3069, 3071, and 3072, through an alternative approval process.

Communication Strategy:

The draft communications plan is attached. Public engagement initiatives include the following:

- The statutory requirements for advertising the assent vote in accordance with the *Local Government Act*.
- RDOS Facebook and Twitter social media sites.
- Open houses in the community

-
- A data sheet containing the details of the bylaw and assent voting process will be included on the Regional Connections webpage, along with the bylaws and all required forms.

Respectfully submitted:

"Gillian Cramm"

G. Cramm, Deputy Corporate Officer

Endorsed by:

C. Malden, Corporate Officer/Deputy CAO

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 3068, 2024

A bylaw to establish the Vintage Views Wastewater System as a service of the Regional District of Okanagan-Similkameen.

WHEREAS the Regional District of Okanagan-Similkameen (the “Regional District”) may, by bylaw, establish a service under the provisions of the *Local Government Act*;

AND WHEREAS the Regional District desires to establish a service for the Vintage Views Wastewater System;

AND WHEREAS the Director for Electoral Area `D' has consented in writing to the establishment of the sanitary sewer system local service;

NOW THEREFORE the Regional Board of the Regional District of Okanagan-Similkameen in open meeting assembled **ENACTS** as follows:

1. CITATION

1.1 This bylaw may be cited as the Vintage Views Wastewater System Service Establishment Bylaw No. 3068, 2024.

2. ESTABLISHMENT OF THE SERVICE

2.1 The Vintage Views Wastewater System is established for the purpose of the acquisition, maintenance and operation of works for wastewater purposes.

2.2 The Board may operate the service and, without limitation, enter into a contract with a third party to implement the service.

3. BOUNDARIES OF THE SERVICE AREA

3.1 The boundaries of the Vintage Views Wastewater System Service Area are a portion of Electoral Area “D” as outlined on Schedule A attached to and forming part of this bylaw.

4. PARTICIPATING AREAS

4.1 The Vintage Views Wastewater System Service Area is located entirely within the boundaries of Electoral Area “D”.

5. METHODS OF COST RECOVERY

5.1 As provided by the *Local Government Act*, the annual costs of the service shall be recovered by one or more of the following:

(a) property value taxes imposed in accordance with Division 3 [*Requisition and Tax Collection*];

(b) parcel taxes imposed in accordance with Division 3 [*Requisition and Tax Collection*];

(c) fees and charges imposed under section 397 [*imposition of fees and charges*];

(d) revenues raised by other means authorized under this or another Act;

(e) revenues received by way of agreement, enterprise, gift, grant, or otherwise.

6. LIMIT

6.1 The maximum amount that may be requisitioned annually for the service shall not exceed \$365,790 or \$3.34985 per \$1000 net taxable value of land and improvements in the service area, whichever the greater.

READ A FIRST, SECOND, AND THIRD TIME this ___ day of ____, 2024.

APPROVED BY THE INSPECTOR OF MUNICIPALITIES this ___ day of ____, 2024.

ASSENT OF ELECTORS OBTAINED this ___ day of ____, 2024.

ADOPTED this ___ day of ____, 2024.

Board Chair

Corporate Officer

FILED WITH THE INSPECTOR OF MUNICIPALITIES this ___ day of ____, ____

Schedule A



Vintage Views Wastewater System Service Establishment
Bylaw No. 3068, 2024



Vintage Views Wastewater System Loan Authorization Bylaw

Regional District of Okanagan-Similkameen

Bylaw No. 3069, 2024

A bylaw to authorize the borrowing of the estimated cost of operating, maintaining, and upgrading the Vintage Views Wastewater System.

WHEREAS the Regional Board of the Okanagan-Similkameen has established by Bylaw No. 3068, a service for the purpose of providing a sanitary sewer system to the Vintage Views Wastewater System Service Area;

AND WHEREAS it is deemed desirable and expedient to operate, maintain, and upgrade the Vintage Views Wastewater System;

AND WHEREAS the estimated cost of operating, maintaining, and upgrading the Vintage Views Wastewater System including expenses incidental thereto is the sum of six million, nine hundred and sixty two thousand dollars (\$6,962,000.00), of which the sum of amount dollars (\$6,962,000.00) is the amount of debt intended to be borrowed by this bylaw;

AND WHEREAS the maximum term for which a debenture may be issued to secure the debt created by this bylaw is for a term not to exceed 30 years;

NOW THEREFORE, the Regional Board of the Okanagan-Similkameen in open meeting assembled, enacts as follows:

1. The Regional Board is hereby empowered and authorized to undertake and carry out or cause to be carried out the operation, maintenance, and upgrading of a sanitary sewer system, serving the Vintage Views Wastewater System Area, established by Bylaw No. 3068, 2024, generally in accordance with plans on file in the regional district office and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
 - a) To borrow upon the credit of the Regional District a sum not exceeding six million, nine hundred and sixty two thousand dollars (\$6,962,000.00).
 - b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with the operation, maintenance, and upgrading of the Vintage Views Wastewater System.

2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is 30 years.
3. This bylaw may be cited as “Vintage Views Wastewater System Loan Authorization Bylaw No. 3069, 2024”.

READ A FIRST, SECOND AND THIRD TIME this ___ day of _____, 20__.

RECEIVED the approval of the Inspector of Municipalities this ___ day of _____, 20__.

RECEIVED the approval of the electors this ___ day of _____, 20__.

ADOPTED this ___ day of _____, 20__.

Board Chair

Corporate Officer

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 3071, 2024

A bylaw to establish the Lakeshore Waterworks as a service of the Regional District of Okanagan-Similkameen.

WHEREAS the Regional District of Okanagan-Similkameen (the “Regional District”) may, by bylaw, establish a service under the provisions of the *Local Government Act*;

AND WHEREAS the Regional District desires to establish a service for the Lakeshore Waterworks System;

AND WHEREAS the Director for Electoral Area `D' has consented in writing to the establishment of the water system local service;

NOW THEREFORE the Regional Board of the Regional District of Okanagan-Similkameen in open meeting assembled **ENACTS** as follows:

1. CITATION

1.1 This bylaw may be cited as the Lakeshore Waterworks System Service Establishment Bylaw No. 3071, 2024.

2. ESTABLISHMENT OF THE SERVICE

2.1 The Lakeshore Waterworks System is established for the purpose of the acquisition, maintenance and operation of works for waterworks purposes and all matters incidental to those purposes.

2.2 The Board may operate the service and, without limitation, enter into a contract with a third party to implement the service.

3. BOUNDARIES OF THE SERVICE AREA

3.1 The boundaries of the Lakeshore Waterworks System Service Area are a portion of Electoral Area “D” as outlined on Schedule A attached to and forming part of this bylaw.

4. PARTICIPATING AREAS

4.1 The Lakeshore Waterworks System Service Area is located entirely within the boundaries of Electoral Area “D”.

5. METHODS OF COST RECOVERY

5.1 As provided by the Local Government Act, the annual costs of the service shall be recovered by one or more of the following:

(a) property value taxes imposed in accordance with Division 3 [*Requisition and Tax Collection*];

(b) parcel taxes imposed in accordance with Division 3 [*Requisition and Tax Collection*];

(c) fees and charges imposed under section 397 [*imposition of fees and charges*];

(d) revenues raised by other means authorized under this or another Act;

(e) revenues received by way of agreement, enterprise, gift, grant, or otherwise.

6. LIMIT

6.1 The maximum amount that may be requisitioned annually for the service shall not exceed \$480,800 or \$1.47867 per \$1000 net taxable value of land and improvements in the service area, whichever the greater.

READ A FIRST, SECOND, AND THIRD TIME this ___ day of ____, 2024.

APPROVED BY THE INSPECTOR OF MUNICIPALITIES this ___ day of ____, 2024.

ASSENT OF ELECTORS OBTAINED this ___ day of ____, 2024.

ADOPTED this ___ day of ____, 2024.

Board Chair

Corporate Officer

FILED WITH THE INSPECTOR OF MUNICIPALITIES this ___ day of ____, ____

Schedule A



Lakeshore Waterworks System Service Establishment
Bylaw No. 3071, 2024



Lakeshore Waterworks Loan Authorization Bylaw

Regional District of Okanagan-Similkameen

Bylaw No. 3072, 2024

A bylaw to authorize the borrowing of the estimated cost of operating, maintaining, and upgrading the Lakeshore Waterworks System.

WHEREAS the Regional Board of the Okanagan-Similkameen has established by Bylaw No. 3071, a service for the purpose of providing a sanitary sewer system to the Lakeshore Waterworks System Service Area;

AND WHEREAS it is deemed desirable and expedient to operate, maintain, and upgrade the Lakeshore Waterworks System;

AND WHEREAS the estimated cost of operating, maintaining, and upgrading the Lakeshore Waterworks System including expenses incidental thereto is the sum of thirteen million, five hundred and thirty thousand dollars (\$13,530,000.00), of which the sum of Thirteen million, five hundred and thirty thousand dollars (\$13,530,000.00) is the amount of debt intended to be borrowed by this bylaw;

AND WHEREAS the maximum term for which a debenture may be issued to secure the debt created by this bylaw is for a term not to exceed 30 years;

NOW THEREFORE, the Regional Board of the Okanagan-Similkameen in open meeting assembled, enacts as follows:

1. The Regional Board is hereby empowered and authorized to undertake and carry out or cause to be carried out the operation, maintenance, and upgrading of a water system, serving the Lakeshore Waterworks System Area, established by Bylaw No. 3071, 2024, generally in accordance with plans on file in the regional district office and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
 - a) To borrow upon the credit of the Regional District a sum not exceeding thirteen million, five hundred and thirty thousand dollars (\$13,530,000.00).
 - b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with the operation, maintenance, and upgrading of the Lakeshore Waterworks System.

2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is 30 years.
3. This bylaw may be cited as “Lakeshore Waterworks System Loan Authorization Bylaw No. 3072, 2024”.

READ A FIRST, SECOND AND THIRD TIME this ___ day of _____, 20__.

RECEIVED the approval of the Inspector of Municipalities this ___ day of _____, 20__.

RECEIVED the approval of the electors this ___ day of _____, 20__.

ADOPTED this ___ day of _____, 20__.

Board Chair

Corporate Officer

COMMUNICATION PLAN

Outlines the methods and timing used to facilitate engagement opportunities and share information.

PROJECT TITLE: **Vintage Views Wastewater & Lakeshore Waterworks Acquisition**

PROJECT LEAD:

- Name: Liisa Bloomfield / Myron Semegen
- Title: Sr Manager Public Works / Engineering Technologist
- Phone: 250-490-4229 / 250-490-4117
- Email: lbloomfield@rdos.bc.ca / msemegen@rdos.bc.ca

CONTRACTOR: *[consultant or partner]*

- Name: Mike Young
- Title: Principal Engineer
- Company: Ecora
- Phone: 250-469-9757 x1014
- Email: Mike.Young@ecora.ca

PROJECT LOCATION:

- **Electoral Area “D”** (Lakeshore Highlands, Vintage Views and Heritage Hills)

PROJECT OVERVIEW:

The owner of the Vintage Views Sewer (wastewater) and Lakeshore Waterworks utilities approached the Regional District of Okanagan-Similkameen (RDOS) expressing a desire to discuss the transfer of ownership to the RDOS. Following the RDOS Utility Acquisition Policy, an assessment of the utilities/water and sewer systems is performed. Ecora Engineering & Resource Group Ltd. (Ecora) was retained to undertake the assessment of these utilities.

The Vintage Views Sewer and Lakeshore Waterworks utilities serve the semi-urban, residential neighborhoods located on the hillside east of East Side Road, between Okanagan Falls and Penticton, known as Lakeshore Highlands, Heritage Hills, and Vintage Views developments. Together, these areas are approximately 112 ha in size.

Lakeshore Waterworks Ltd. is a privately held corporation that owns and operates the Lakeshore Waterworks System. The utility received its first Certificate of Public Convenience and Necessity (CPCN) in 1975 authorizing the construction and operation of the water system to serve 51 lots and has expanded several times over the years. The current system configuration has 270 residential customers and 41 vacant lots.

The Vintage Views sewer system and wastewater treatment plant was constructed in 2003 and currently services 97 households and 15 vacant lots (a total of 112 connections). The treatment facility is permitted to discharge up to 65 m³ /day from the Class II treatment facility into the infiltration field situated on an adjacent agricultural lot.

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN



KEY MESSAGES: *[communications and engagement objectives]*

- Project timeline
- Project status
- Proposed costs
- Key findings

PROJECT TIMELINES: *[key dates and milestones]*

- December 2022 – Board approval to proceed with assessment
- March 2023 – Retain consultant to perform technical and financial assessment
- February 2024 – Completion of assessment
- Spring 2024 – Public engagement via open house
- **Fall 2024** – Commence assent process, distribute detailed information, community meetings
- **Spring 2025** - hold assent process (referendum)
- **Summer 2025** – Commence transition of service to the RDOS
- **Summer 2025** – Completion of utility transition

ENGAGEMENT MATERIALS: *[highlight in yellow]*

<input type="checkbox"/> INFORMATION RELEASE	<input type="checkbox"/> SOCIAL MEDIA GRAPHICS	<input type="checkbox"/> EVENT/MEETING
<input type="checkbox"/> FACT SHEET	<input type="checkbox"/> RDOS WEB PAGE	<input type="checkbox"/> VOYENT ALERT!
<input type="checkbox"/> FAQ	<input type="checkbox"/> RDOS REGIONAL CONNECTIONS PROJECT	<input type="checkbox"/> ADVERTISING
<input type="checkbox"/> BROCHURE	<input type="checkbox"/> WEB BANNER	<input type="checkbox"/> ADDITIONAL PRINTING
<input type="checkbox"/> NEWSLETTER	<input type="checkbox"/> PHOTOS	<input type="checkbox"/> GRAPHIC DESIGN*
<input type="checkbox"/> POSTER	<input type="checkbox"/> VIDEOS	<input type="checkbox"/>
<input type="checkbox"/> SANDWICH BOARD	<input type="checkbox"/> MAPS	<input type="checkbox"/>
<input type="checkbox"/> INFOGRAPHIC	<input type="checkbox"/> POWERPOINT	<input type="checkbox"/>

*Please indicate whether your project includes contractor support (communications and engagement strategies, graphic design, photos, videos, maps, web design, events, or other elements).

MARKETING MATERIALS: *[Itemized list with distribution dates]*

INDIGENOUS RELATIONS:

- Prepare and send letters to sylix Okanagan communities (OIB, PIB)

ACCESSIBILITY:

- Ensure in-person meetings are accessible
- Confirm hybrid meeting options

***EVENT/MEETING CHECKLIST:**

<input type="checkbox"/> VENUE ADDRESS <input type="checkbox"/> INSURANCE	<input type="checkbox"/> FEEDBACK FORMS <input type="checkbox"/> PENS <input type="checkbox"/> TAPE	<input type="checkbox"/> PARKING <input type="checkbox"/> PARKING SIGNAGE <input type="checkbox"/> PARKING CONES
<input type="checkbox"/> CHAIRS	<input type="checkbox"/> EXIT SURVEY	<input type="checkbox"/> SECURE BIKE PARKING
<input type="checkbox"/> TABLES/TABLE CLOTH	<input type="checkbox"/> STICKY NOTES	<input type="checkbox"/> ACCESSIBILITY - confirm access
<input type="checkbox"/> POWER CORDS	<input type="checkbox"/> PROJECT SIGNAGE	<input type="checkbox"/> SNACKS/WATER
<input type="checkbox"/> PROJECTOR	<input type="checkbox"/> MAPS/PHOTOS	<input type="checkbox"/> GARBAGE/RECYCLING
<input type="checkbox"/> SCREEN	<input type="checkbox"/> SIGNAGE STANDS	<input type="checkbox"/> RDOS SIGNAGE
<input type="checkbox"/> PODIUM	<input type="checkbox"/> HANDOUTS	<input type="checkbox"/> SWAG
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Consider environmentally-friendly elements (recycling, compostable cups, secure bike parking)

ADDITIONAL NOTES: *[other action items, roles and responsibilities]*



Material	Action	Date
<i>Communication Plan</i>	<i>Final review and sign off</i>	
<i>Marketing Material</i>	<i>Prepared for distribution</i>	
<i>Engagement</i>	<i>Begin distribution</i>	
<i>Updates</i>	<i>Additional distribution</i>	
<i>Conclusion</i>	<i>Notice of completion, report out, board report</i>	

Prepared by:

RDOS Communications

Approved by:

Project Lead

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: J. Zaffino, Chief Administrative Officer

DATE: November 7, 2024

RE: **Osoyoos Irrigation District Inclusion of Additional Properties**

Administrative Recommendation:

THAT the Regional District of Okanagan-Similkameen support the extensions and has no concerns regarding the inclusion of the following parcels into the Osoyoos Irrigation District boundaries:

2257 – 82nd Avenue, Osoyoos, V0H 1V6
Lot 1, DL 223, Plan EPP99629; PID 031-671-829
And
2351 – 82nd Avenue, Osoyoos, V0H 1V6
Lot 2, DL 223, Plan EPP99629; PID 031-671-837.

Purpose:

To obtain RDOS support for the inclusion of two parcels into the Osoyoos Irrigation District (OID)

Reference:

October 4, 2024 request from the OID

Business Plan Objective:

To meet public needs through the continuous improvement of key services

Background:

OID is located in Electoral Area “A” on the east bench of Osoyoos, adjacent to the Town of Osoyoos boundary. It provides water for domestic and irrigation purposes to properties that are included within the OID boundaries but is not permitted to supply water outside of its boundaries.

The Regional District does not have a water system in the area.

Analysis:

Osoyoos Irrigation District has received a letter of request from one parcel owner whose property is adjacent to but lies outside the current boundaries. A second request has been received from a parcel owner whose property lies partially outside the OID due to a recent boundary change for the parcel but desires to be fully within the OID in order to receive water to the whole parcel.

OID's application to the provincial government requires a resolution from the Regional District expressing support for the boundary extension requests.

Financial Implications:

There are no financial implications for the Regional District.

Alternatives:

THAT the Board of Directors decline to support the request of the Osoyoos Irrigation District to expand its boundaries.

Communication Strategy:

The Osoyoos Irrigation District will be advised of the decision of the Board of Directors.

Respectfully submitted:

"Gillian Cramm"

G. Cramm, Deputy Corporate Officer

Endorsed by:

"Christy Malden"

C. Malden, Corporate Officer/Deputy CAO

Diagram #1: Map of OID with circled area showing location of properties in 2024 application

