



REGULAR COUNCIL MEETING AGENDA

Tuesday, March 29, 2016 - 7:00 PM
Council Chambers
Municipal Hall, 13211 Henry Ave.
Summerland, BC

Page

1. **Call to Order**

2. **Adoption of Minutes**

2.1 Adoption of Minutes

Recommendation:

THAT the Special Council meeting minutes dated March 14, 2016, and the Regular Council meeting minutes dated March 14, 2016, be adopted, as circulated.

3. **Resolution to Adopt the Agenda**

(Introduction of Late Items / Resolution to Amend the Agenda)

3.1 Adoption of Agenda

Recommendation:

THAT the March 29, 2016 Regular Council agenda be adopted, as presented.

4. **Public and Statutory Hearings**

Mayor - outlines the public hearing process.

4.1 Introduction of proposed Zoning Amendment - "Bylaw No. 2016-005, Amendment of Zoning Bylaw No. 2000-450 (Carriage House)"

If Bylaw No. 2016-005 is adopted, Section 7.4.1(c) of the bylaw will be amended to read: the maximum Gross Floor Area of a Carriage House is no more than 60.0m² except for lots over 1,000m² in which case the maximum Gross Floor Area is no more than 90.0m².

1. Opportunity for those in attendance to present their views (1st time)
2. Opportunity for those in attendance to present their views (2nd time)
3. Opportunity for those in attendance to present their views (3rd and final time)

Recommendation:

THAT the Public Hearing for Bylaw No. 2016-005, be terminated.

6 - 14

4.2 Introduction of proposed OCP Amendment - "Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street)"

If Bylaw No. 2016-006 is adopted, the subject land will be redesignated as Park.

1. Opportunity for those in attendance to present their views (1st time)
2. Opportunity for those in attendance to present their views (2nd time)
3. Opportunity for those in attendance to present their views (3rd and final time)

Recommendation:

THAT the Public Hearing for Bylaw No. 2016-006, be terminated.

4.3 Introduction of proposed Zoning Amendment - "Bylaw No. 2016-007, Amendment of Zoning Bylaw No. 2000-450 (1109 Stonor Street)"

If Bylaw No. 2016-007 is adopted, the subject land will be zoned PP - Preservation & Protection.

1. Opportunity for those in attendance to present their views (1st time)
2. Opportunity for those in attendance to present their views (2nd time)
3. Opportunity for those in attendance to present their views (3rd and final time)

Recommendation:

THAT the Public Hearing for Bylaw No. 2016-007, be terminated.

Mayor - declares the Public Hearing closed.

5. **Delegations**

(maximum 5 minutes per delegation)

15 - 31

5.1 Melanie Willson Re: Summary of the Summerland Healthy Community Initiative

Recommendation:

That Council pass the following resolution:

THAT the delegation from the Summerland Healthy Community Initiative be received for information.

32 - 54

5.2 Nora Hunt-Haft, Local Immigration Partnership, South Okanagan Immigrant & Community Services Re: Summary on Labour Market Research

Recommendation:

That Council pass the following resolution:

THAT the delegation of Nora Hunt-Haft from the Local Immigration Partnership, South Okanagan Immigrant & Community Services be received for information.

55

5.3 Lesley Vaisanen Re: European Refugee Crisis

Recommendation:

That Council pass the following resolution:

THAT the delegation of Lesley Vaisanen be received for information.

6. Public Comment Opportunity - 15 minutes maximum

(2 minutes per speaker)

Comments/Questions must pertain to Agenda Items

Items that can be commented on by the public are highlighted

(Exception: no comments on any item with a statutory requirement, such as Zoning/OCP Amendments, DVP and TUP applications)

6.1 Comments from Members of Public

7. Mayor's Report

7.1 Mayor's Report

8. CAO's Report

8.1 CAO's Report

9. Unfinished Business

9.1 Resolution(s) Brought Forward

56 - 57

9.2 Summerland to Penticton Lakeshore Pathway Planning Study

Recommendation:

That Council pass the following recommendation:

THAT the request that the District of Summerland participate in a Summerland to Penticton Lakeshore pathway planning study together with the City of Penticton, RDOS and the Ministry of Transportation be approved; and further that the local government contribution be shared equally with the RDOS and City of Penticton to a maximum of \$13,333.

10. Correspondence

58 - 74

10.1 Informational Items

Recommendation:

THAT Council pass the following recommendation:

THAT the informational items included in the report dated for the March 29, 2016 Regular Council meeting, from the Manager of Legislative Services, be received for information.

- 75 - 77 10.2 **Committee/Commission Minutes**
Recommendation:
THAT Council pass the following recommendation:

THAT the task force minutes included in the report dated for the March 29, 2016 Regular Council meeting, from the Manager of Legislative Services, be received for information.
11. **Development Services Reports**
- 78 - 86 11.1 **Options for Sale or Redevelopment of 8709 Jubilee Road**
Recommendation:
That Council pass the following resolution:

THAT the report “Options for Sale or Redevelopment of Municipal Owned Property – Lot 1, DL 473, ODYD, Plan 18998, located at 8709 Jubilee Rd” dated March 29, 2016, be received for information.
12. **Staff and Other Reports**
- 87 - 112 12.1 **Renewals of Chamber of Commerce and KVR Land Leases**
Recommendation:
THAT Council pass the following resolution:

THAT the report dated March 29, 2016 from the Director of Corporate Services regarding renewals of land leases with the Chamber of Commerce and Kettle Valley Railway, be received for information.
- 113 - 118 12.2 **2016 BikeBC Funding Application**
Recommendation:
That Council pass the following resolution:

THAT the submission of a BikeBC funding application for the Trans Canada Trail Upgrade at Fenwick Road be approved.
13. **New Business**
14. **Bylaws**
- 119 - 124 14.1 **Bylaw No. 2016-005, Amendment of Zoning Bylaw No. 2000-450 - Carriage House Regulations (second and third reading)**
Recommendation:
THAT "Bylaw No. 2016-005, Amendment of Zoning Bylaw No. 2000-450" be read and second and third time.

- 125 14.2 Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 - 1109 Stonor Street (second and third reading)
Recommendation:
THAT "Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002" be read a second and third time.
- 132 - 139 14.3 Bylaw No. 2016-007, Amendment of Zoning Bylaw No. 2000-450 - 1109 Stonor Street (second and third reading)
Recommendation:
THAT "Bylaw No. 2016-007, Amendment of Zoning Bylaw No. 2000-450" be read a second and third time.
- 140 - 145 14.4 Local Sanitary Sewer Service Area (5815 Highway 97)
Recommendation:
That Council pass the following resolutions:

1. THAT "Local Sanitary Sewer Service Area (5815 Highway 97) Bylaw No. 2016-008" be introduced and read a first and second time, by title only.
2. THAT "Local Sanitary Sewer Service Area (5815 Highway 97) Bylaw No. 2016-008" be read a third time.
- 15. Councillor Reports**
- 16. Public/Media Question Period**
**Public/Media Question Period - up to 15 minutes on any matter of Local Government Interest (2 minutes per speaker)*
- 17. Adjournment**
17.1 Adjourn Meeting
Recommendation:
THAT the meeting be adjourned.



MINUTES OF THE SPECIAL COUNCIL
HELD AT DISTRICT OF SUMMERLAND
COUNCIL CHAMBERS
13211 HENRY AVENUE, SUMMERLAND, BC
ON MONDAY, MARCH 14, 2016

Members Present:

Mayor Peter Waterman
Councillor Richard Barkwill
Councillor Toni Boot
Councillor Erin Carlson
Councillor Doug Holmes
Councillor Janet Peake

Members Absent:

Councillor Erin Trainer

Staff Present:

Linda Tynan, CAO
Lorrie Coates, Director of Finance
Jeremy Denegar, Director of Corporate Services
Kris Johnson, Director of Works and Utilities
Tricia Mayea, Manager of Legislative Services

1. CALL TO ORDER

1.1 Call to Order

Mayor Waterman called the March 14, 2016 Special Council meeting to order at 9:02 a.m.

2. ADOPTION OF AGENDA

2.1 Adoption of Agenda

S-2016-12
Moved and Seconded,

THAT the March 14, 2016 Special Council agenda be adopted, as amended, to include the following late item:

- **School Closures - under the heading 'Unfinished Business'.**

CARRIED

3. RESOLUTION TO CLOSE MEETING TO THE PUBLIC

3.1 Resolution to Close Meeting to the Public

S-2016-13

Moved and Seconded,

THAT this meeting now be closed to the public pursuant to Sections 90(1)(c)(e) and (i) of the Community Charter for Council to discuss:

- **labour relations or other employee relations; and**
- **the acquisition, disposition or expropriation of land or improvements.**

CARRIED

The open session adjourned at 9:03 a.m. to move into a closed session.

The closed session adjourned at 11:25 a.m.

4. OPEN MEETING TO THE PUBLIC

4.1 Resolution to Open the Meeting to the Public

S-2016-14

Moved and Seconded,

THAT the open meeting reconvene.

CARRIED

The open meeting reconvened at 11:25 a.m.

5. UNFINISHED BUSINESS

5.1 School Closures

Council discussed the recent School Board decision to close Trout Creek School and directed staff to explore potential actions that can be taken. The CAO will contact the Minister of Education for an appointment.

Special Council

March 14, 2016

6. ADJOURNMENT

6.1 Adjourn Meeting

S-2016-15
Moved and Seconded,

THAT the meeting be adjourned at 12:08 p.m.

CARRIED

Certified Correct:

Corporate Officer

Mayor



MINUTES OF THE REGULAR COUNCIL
HELD AT DISTRICT OF SUMMERLAND
COUNCIL CHAMBERS
13211 HENRY AVENUE, SUMMERLAND, BC
ON MONDAY, MARCH 14, 2016

Members Present:

Mayor Peter Waterman
Councillor Richard Barkwill
Councillor Toni Boot
Councillor Erin Carlson
Councillor Doug Holmes
Councillor Janet Peake

Members Absent:

Councillor Erin Trainer

Staff Present:

Linda Tynan, CAO
Lorrie Coates, Director of Finance
Jeremy Denegar, Director of Corporate Services
Kris Johnson, Director of Works and Utilities
Alex Kondor, Development Planner
Tricia Mayea, Manager of Legislative Services

1. CALL TO ORDER

Mayor Waterman called the March 14, 2016 Regular Council meeting to order at 7:00 p.m.

2. ADOPTION OF MINUTES

2.1 Adoption of Council Minutes

R-2016-71
Moved and Seconded,

THAT the Special Council meeting minutes dated February 22, 2016 and the Regular Council meeting minutes dated February 22, 2016 be adopted, as presented.

CARRIED

2.2 Adoption of Committee of the Whole Minutes

R-2016-72

Moved and Seconded,

THAT the Committee of the Whole (Budget) meeting minutes dated February 29, 2016 and March 2, 2016 be adopted, as presented.

CARRIED

3. RESOLUTION TO ADOPT THE AGENDA

R-2016-73

Moved and Seconded,

THAT the March 14, 2016 Regular Council agenda be adopted, as amended, to remove Item 5.1 - Melanie Wilson from the Summerland Healthy Community Initiative under the Delegation heading; and to add Item 11.3 - Development Permit for DL 3195 (26405 Garnet Valley Road) under the Development Services Reports heading, as a late item.

CARRIED

4. PUBLIC AND STATUTORY HEARINGS

None.

5. DELEGATIONS

None.

6. PUBLIC COMMENT OPPORTUNITY - 15 MINUTES MAXIMUM

None.

7. MAYOR'S REPORT

- 7.1 The Mayor reported on the recent decision by the School District to close Trout Creek Elementary School. He noted that despite the impact of the 2008 recession to the rest of the country, British Columbia is gradually recovering, and Summerland in particular is growing at a rate close to 1%. Building permits have increased by 49% in 2015 compared to 2014 which included 37 single family homes and 7 carriage homes. In addition there are 72 lots in Trout Creek with another 75 to be developed over the next 2 to 5 years. In the Giants Head catchment area there are nearly 300 lots that have been approved for development. The Mayor concluded his report by stating that it is Council's wish to find a more satisfactory resolution than the closing of Trout Creek Elementary.

8. CAO'S REPORT

CAO's Report

9. UNFINISHED BUSINESS

9.1 Resolution(s) Brought Forward from the Special Closed Session of March 14, 2016.

Disposition of Property (8709 Jubilee Road)

1. ***"THAT 1046614 BC Ltd. be advised that the conditions required to execute the proposed Contract of Purchase and Sale of 8709 Jubilee Road East have not been met within the timeline agreed upon, therefore the Contract will not be executed.***
2. ***THAT staff be directed to provide options for development and/or disposal of 8709 Jubilee Rd E and provide a report to Council at the March 29, 2016 Regular Meeting of Council."***

Alternate Trail above Taylor Place

"THAT staff be directed to investigate the potential for development of an alternate trail above Taylor Place to provide access through District property."

10. CORRESPONDENCE

10.1 Informational Items

R-2016-74
Moved and Seconded,

THAT the informational items included in the report dated for the March 14, 2016 Regular Council meeting, from the Manager of Legislative Services, be received for information.

CARRIED

10.2 Committee/Commission Minutes

R-2016-75
Moved and Seconded,

THAT the committee, commission and task force minutes included in the report dated for the March 14, 2016 Regular Council meeting, from the Manager of Legislative Services, be received for information.

CARRIED

11. DEVELOPMENT SERVICES REPORTS

- 11.1 Heritage Advisory Commission Recommendation Re: the Sod-Roofed Cabin on Landry Crescent

R-2016-76
Moved and Seconded,

THAT the property identified as Lot A, DL's 477 and 508, ODYD, Plan KAP80862 Except Plan KAP82140, located at 4500 Landry Crescent be included on the community heritage register.

CARRIED

- 11.2 Naming of newly created park in Trout Creek

R-2016-77
Moved and Seconded,

THAT the naming of the park located at 1109 Stonor Street be referred back to staff to research alternate names for the site.

CARRIED

- 11.3 Environmentally Sensitive Development Permit for DL 3195 (26405 Garnet Valley Road)

R-2016-78
Moved and Seconded,

THAT the Development Permit application to authorize a riparian restoration project proposed by the Okanagan Similkameen Stewardship Society along Eneas Creek on DL 3195 located at 26405 Garnet Valley Road be approved.

CARRIED

12. STAFF AND OTHER REPORTS

- 12.1 2015 Financial Results

R-2016-79
Moved and Seconded,

THAT Council receive the report dated March 9, 2016 from the Director of Finance regarding the 2015 Financial Results.

CARRIED

13. NEW BUSINESS

13.1 Summerland RCMP 4th Quarter Report for 2015

R-2016-80
Moved and Seconded,

THAT the fourth quarter report for 2015, submitted by Sgt. Stephane Lacroix of the Summerland RCMP Detachment, be received for information.

CARRIED

14. BYLAWS

14.1 Zoning Bylaw Amendment No. 2016-005 - Carriage House Regulations (first reading)

R-2016-81
Moved and Seconded,

THAT 'Bylaw No. 2016-005, Amendment of Zoning Bylaw Number 2000-450 (Carriage House)' be given first reading.

CARRIED

R-2016-82
Moved and Seconded,

THAT a Public Hearing be set for March 29, 2016 for Bylaw No. 2016-005, Amendment of Zoning Bylaw Number 2000-450 (Carriage House).

CARRIED

14.2 Bylaw No. 2016-006, Amendment of Official Community Plan and Bylaw No. 2014-002, and Bylaw No. 2016-007, Amendment of Zoning Bylaw No. 2000-450 (first reading)

R-2016-83
Moved and Seconded,

THAT "Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street)" be given first reading.

CARRIED

R-2016-84
Moved and Seconded,

THAT "Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street)" be given first reading.

CARRIED

R-2016-85
Moved and Seconded,

THAT a Public Hearing be set for March 29, 2016 for Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street), and Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street).

CARRIED

15. COUNCILLOR REPORTS

16. PUBLIC/MEDIA QUESTION PERIOD

Christine Petkau, Executive Director of the Summerland Chamber of Commerce invited Council to attend their AGM on March 15, 2016 and provided an update on recent and upcoming events.

17. ADJOURNMENT

17.1 Adjourn Meeting

R-2016-86
Moved and Seconded,

THAT the March 14, 2016 Regular Council meeting be adjourned at 9:10 p.m.

CARRIED

Certified Correct:

Corporate Officer

Mayor



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
DELEGATION

DATE: March 29, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Tricia Mayea, Manager of Legislative Services
SUBJECT: Summerland Healthy Community Initiative

STAFF RECOMMENDATION:
That Council pass the following resolution:

THAT the delegation from the Summerland Healthy Community Initiative be received for information.

BACKGROUND and DISCUSSION:

Melanie Willson will be providing a summary of the work and progress of the Summerland Healthy Community Initiative and the partnership with the UVIC Master of Public Health practicum. She will also be reporting on strategies for sustainability of healthy community work in Summerland.

OPTIONS:

1. Move the motion as recommended by staff.
2. Refer back to staff for other options.

Respectfully Submitted

Tricia Mayea
Manager of Legislative Services

Approved for Agenda

Linda Tynan, CAO

To: District of Summerland
From: Melanie Willson, UVic Master in Public Health student assigned to Summerland Healthy Community Initiative
Date: March 23, 2016
Subject: **Development Planner and Recreation Programmer liaison roles to Summerland Healthy Community Initiative**

Background: Interior Health and District of Summerland partnership

On January 14, 2013 the District of Summerland the following resolution: *"That the district of Summerland partner with Interior Health to increase actions that will improve the health of the community by reducing chronic disease and obesity."*

In February 2015 the Summerland Healthy Community Initiative (SHCI) was formed to advance this partnership, with support from the Okanagan Similkameen Healthy Living Coalition, a regional coalition and network of healthy community groups including six local and one regional government, 3 School Districts, IH, First Nations and other key stakeholders.

In the fall of 2015 council supported the practicum placement of a University of Victoria practicum student with the resolution: *"That the proposed healthy communities partnership between Interior Health, District of Summerland and UVIC to continue to improve the health of the community by reducing chronic disease and obesity be supported, and that the District of Summerland agree to be the host agency for a UVIC Masters in Public Health student to complete her practicum between September 2015 – April 2015 which will focus on support for the continued development of the Summerland Healthy Community group, and further that the CAO be authorized to execute the formal agreement for this partnership."*

The SCHI group currently consists of nine members with additional support from the Interior Health Community Health Facilitator, Julie Steffler, and the Okanagan Similkameen Healthy Living Coalition coordinator, Angelique Wood.

Sandra Turnbull is the current chair of the committee and is the Interior Health healthy community local liaison. Sandra is a resident of Summerland. Her role provides 1-2 hours weekly to work on SCHI activities.

Summerland Healthy Community Initiative activities

In January-February 2016, the SCHI group has completed a healthy community scan to identify health assets and opportunities in Summerland. Over 125 community members responded to the survey, provided feedback on the display board, or participated in the Philosophers' Café, a facilitated community conversation about

healthy community in Summerland. The scan identified key participant priorities for a healthy Summerland:

- walking/biking paths and trail connectivity,
- recreation services,
- mental health and wellness, and;
- communication and co-ordination of health and social programs.

In February the SCHI collaborated with the District of Summerland recreation department to apply for a \$5000 [PlanH grant](#) offering by the BC Healthy Communities Society for capacity building. The grant proposal is for series of films and conversations about community health to further develop partnerships and to inform future actions of the SCHI group.

Potential role and benefits for municipal collaboration

Alex Kondor, development planner, and Joanne Malar, recreation programmer, are both members for the SCHI. Councilor Trainer is also a member of the SCHI. As members, they are able to represent municipal interests to the SCHI and to collaborate regularly with Interior Health staff on projects and areas of shared interest. In the development of the healthy community scan, they were able to adapt questions to assess areas of municipal interest and to share this data to enhance planning.

The networking and participation with the Okanagan Similkameen Healthy Living Coalition provides an opportunity to share knowledge and practices with other communities in the region, such as the information sharing from Oliver about their successful age-friendly communities process and successful grant for senior's outdoor exercise equipment.

These partnerships benefit the municipality, the health authority and the community as a whole. Including this liaison role in the job roles provides sustainability to this partnership with Interior Health and the SCHI and ensures that future staff in these positions will also continue this partnership.

Request: The District of Summerland resolves to support the sustainability of the partnership with Interior Health to improve the health of Summerland residents, by directing the development planner and the recreation programmer staff members to provide an on-going liaison role to the Summerland Healthy Community Initiative.

Contact Information:

Melanie Willson, University of Victoria Master of Public Health practicum student
mdwillson@gmail.com (250) 681-0655



Summerland Healthy Community Initiative

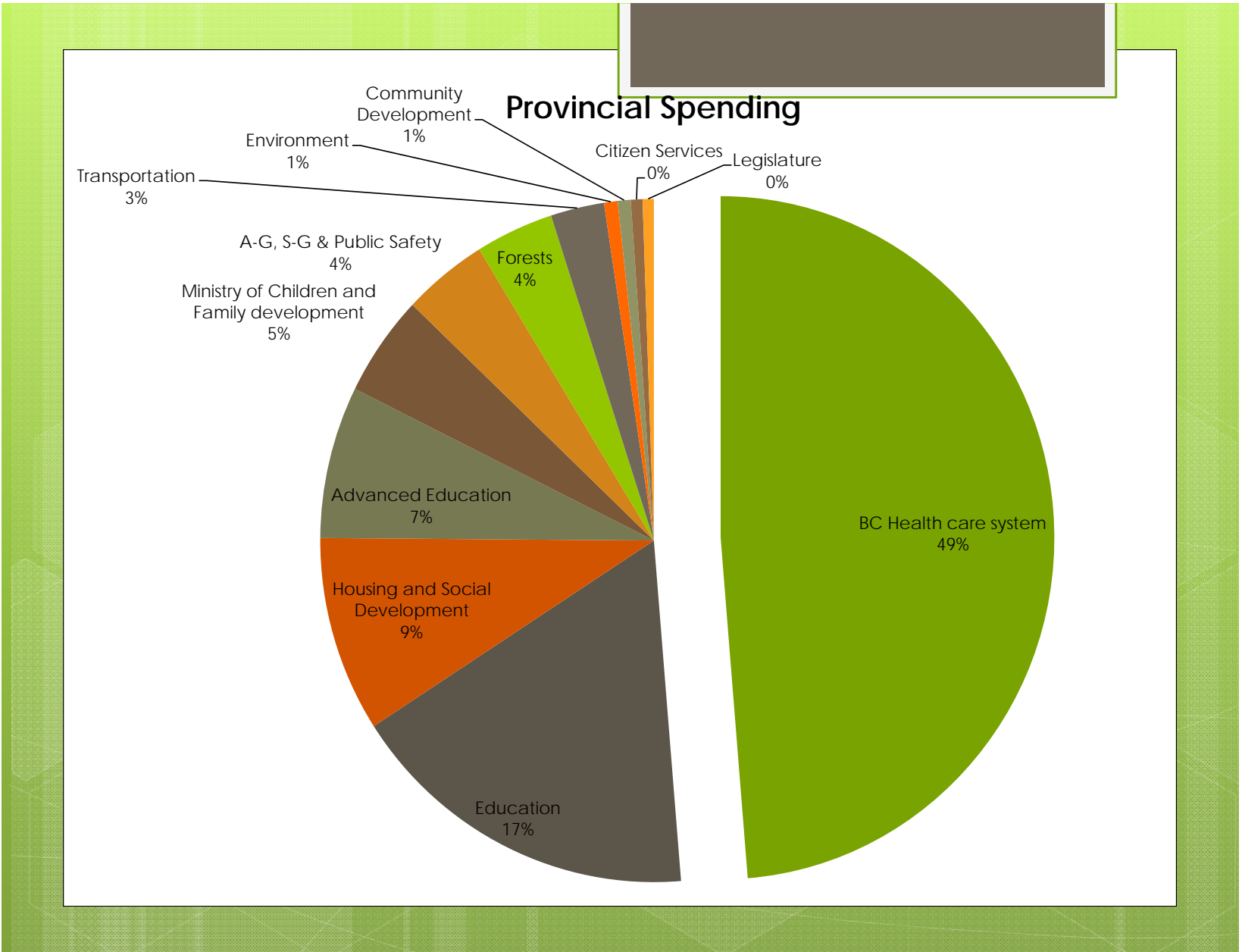
March 29, 2016

Healthy Community Partnerships



Why healthy communities?

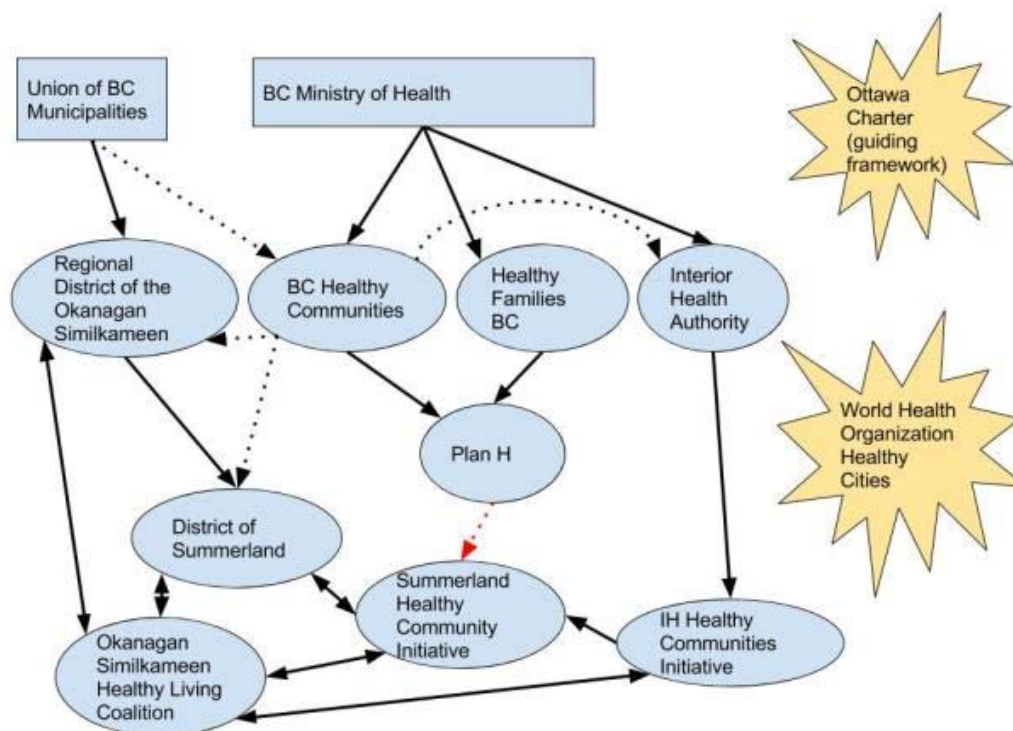
- 54% of residents in the region are overweight or obese
- 33% of Summerland residents report depression or anxiety
- 9% of Summerland residents report having diabetes



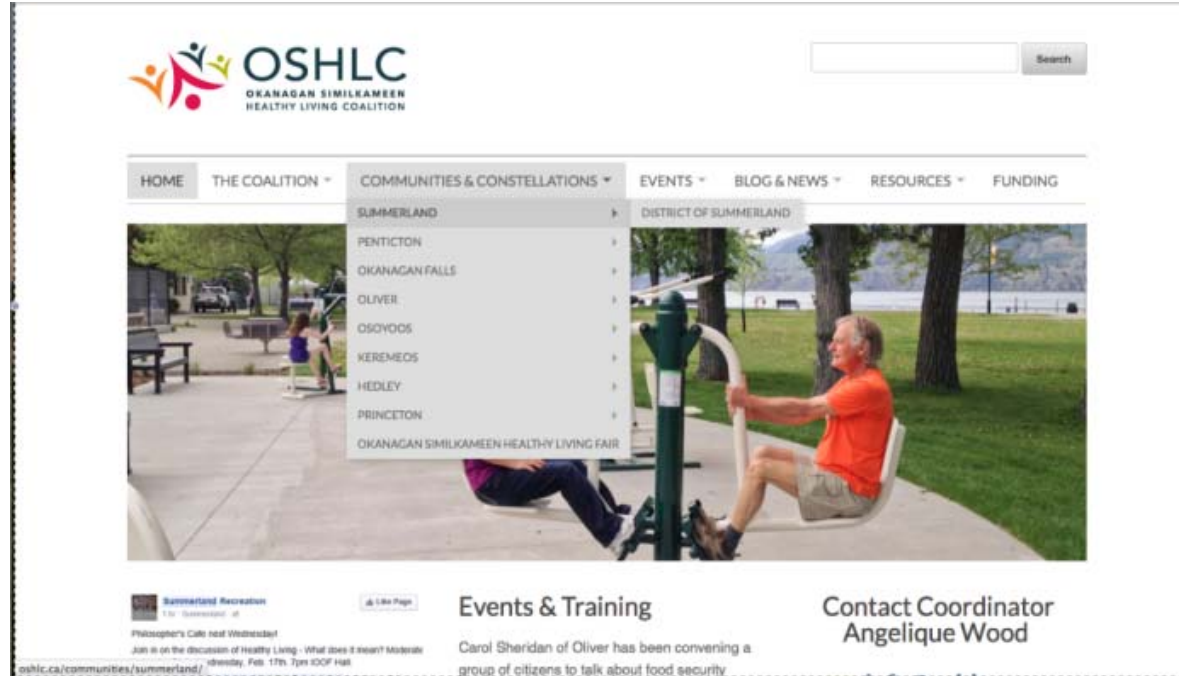
Why Healthy Communities?

- Health begins where we live, work, learn and play
- Community ownership over activities and actions: adaptability to local needs and culture
- Building a culture of health in Summerland

Regional Context



Okanagan Similkameen Healthy Living Coalition



Summerland context & history

District of Summerland Partnership agreement with Interior Health
• 2013

Formation of Summerland Healthy Community Initiative
• Spring 2015

Partnership with University of Victoria
• Fall 2015

Healthy Community Scan and PlanH grant application
• Jan-Feb 2016

Sustainable actions for community health
• March 2016 onwards

Healthy Community Scan

- January-February 2016: 128 responses/participants



Key themes/feedback

- Strengths:
 - Local food production,
 - Recreation services and programming,
 - Outdoor environment and trails
 - Social services



Key themes/feedback

- Opportunities:
 - recreation facility renewal,
 - trail connectivity and sidewalks/bike paths,
 - mental health and wellness,
 - summer vs. winter food and physical activity differences

Next steps

- PlanH: film and community conversation series if funded
- Strengthening partnerships and communication with other communities and other community organizations
- Future actions and projects based on analysis of the Summerland community scan
- I'd to recognize and acknowledge members of the SHCI that have joined me here today....

Operational Request

- The District of Summerland support the sustainability of the partnership with Interior Health by adding the liaison role to the Summerland Healthy Community Initiative to the job roles for the development planner and the recreation programmer.

Questions?

Melanie Willson

- University of Victoria Master of Public Health practicum student
- mdwillson@gmail.com
- (250) 681-0655



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
DELEGATION

DATE: March 29, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Tricia Mayea, Manager of Legislative Services
SUBJECT: Summary on Labour Market Research – 'Let's Talk Jobs'

STAFF RECOMMENDATION:
That Council pass the following resolution:

*THAT the delegation of Nora Hunt-Haft from the Local Immigration Partnership,
South Okanagan Immigrant & Community Services be received for information.*

BACKGROUND and DISCUSSION:

Norah Hunt-Haft will be presenting Council with a summary of the Labour Market Research recently completed by South Okanagan Immigrant and Community Services.

The research report is called 'Let's Talk Jobs' and it provides a high-level snapshot of current employment opportunities in the SOS region compared to the skills and qualifications of recent immigrants.

OPTIONS:

1. Move the motion as recommended by staff.
2. Refer back to staff for other options.

Respectfully Submitted

Tricia Mayea
Manager of Legislative Services

Approved for Agenda

Linda Tynan, CAO

LET'S TALK JOBS

A SNAPSHOT OF CURRENT EMPLOYMENT CONDITIONS
FOR NEW IMMIGRANTS AND EMPLOYERS



**SOUTH OKANAGAN
IMMIGRANT AND
COMMUNITY SERVICES**



Funded by:
Immigration, Refugees
and Citizenship Canada

Financé par :
Immigration, Réfugiés
et Citoyenneté Canada



SOUTH OKANAGAN | SIMILKAMEEN

LOCAL IMMIGRATION PARTNERSHIP (LIP) COUNCIL

- **50 community leaders** including government, employers, employment networks, social agencies, new immigrants, First Nations, health authorities, educators
- Working together to reduce the time it takes new immigrants to integrate socially and economically into the region



WHY IS THIS IMPORTANT?

- It can take up to 15 years before a new immigrant is fully integrated into our community
- Full integration provides employers access to valuable resources to build prosperous and resilient workplaces and communities
 - 35% of business owners retiring within 5 years
 - A shortage of skilled workers
 - Net immigration must double to meet labour market demands



LET'S TALK JOBS

- A snapshot of current employment conditions for new immigrants and employers
- A high-level look at the skills, qualifications and experience of new immigrants and the employment opportunities in the region
- **Purpose** - To collect baseline data for the LIP's council's strategic priority of:
 "Attracting and sustaining new immigrants that meet the workforce and business opportunities in the region."



APPROACH

Research was conducted by James Laurence Group between September and December 2015.

- Cohort surveys and interviews (employers and new immigrants)
- Literature review (existing regional labour market studies)

FOUR KEY THEMES

- 1. The current labour force is not growing fast enough to meet employers' needs for workers**
- 2. New immigrants are an important source of skilled and experienced workers**
- 3. Key barriers inhibit the integration of new immigrants into the regional workforce**
- 4. New immigrants and employers want to be part of the solution**



“I have two masters degrees in marketing and an undergrad in Engineering. I have successfully completed online courses at UBC in Project Management since coming to Canada... I am looking for a marketing, business development or general manager position.”

-New immigrant



MOST OF THE NEW IMMIGRANTS SURVEYED:

- Can speak, read and write English
- Are between 26 and 35 years old
- Have a college degree or diploma



NEW IMMIGRANTS KEY FINDINGS



81%

College
degree or
diploma



69%

2 or more years
work experience



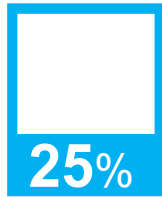
81%

Experience in
in-demand sectors:

- Trade – wholesale and retail
- Healthcare and social assistance
- Accommodation and food services
- Agriculture
- Public administration
- Finance, insurance, real estate and leasing



NEW IMMIGRANTS KEY FINDINGS



of new immigrants are unemployed

- It can take 2 to 5 years for new immigrants to find work in their field
- Many who find work in their field are not working at the same level
 - For example:
 - Nurses are working as residential care-aids
 - Accountants are working as accounting technicians

A photograph of a man with a beard and mustache, wearing a white t-shirt, working in a workshop. He is leaning over a workbench, focused on his task. The image has a blue tint. Overlaid on the image is a quote in white text.

**“I will feel
like I belong in the
community when I am
working at the same level as
when I left my home
country...”
-New immigrant**



NEW IMMIGRANTS BIGGEST BARRIERS

New immigrants described their biggest barriers to employment as:

- Speaking English (although the majority speak, read and write English)
- Having the “right” skills and experience
- Transportation to the workplace



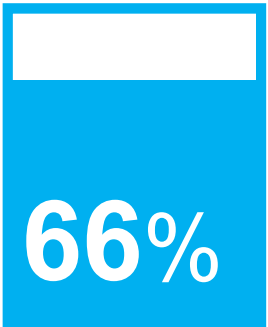
EMPLOYERS

We identified a cohort of employers from 8 industry sectors representing the Thompson Okanagan's largest employers, adjusted to match the SOS region:

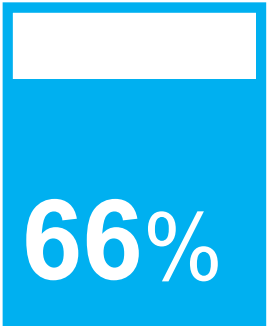
- Trade – wholesale and retail
- Healthcare and social assistance
- Accommodation and food services
- Manufacturing – general and precision
- Construction
- Agriculture
- Public administration
- Finance, insurance, real estate and leasing



EMPLOYERS KEY FINDINGS



Require employees with specialized certification or training, a post-secondary education or a graduate degree



Are having difficulty attracting staff

Expected number of new hires	
2016	335 - 350
Next 5 years	1350 - 1370
Next 10 years	2930 - 3380



Of employers expect to fill these positions from the local workforce



EMPLOYERS KEY FINDINGS

Many employers have had success hiring new immigrants

- An assistant controller (CPA, CGA) who immigrated from the Philippines
- Two electrical designers and one project manager from Morocco, India and Pakistan who arrived with a wealth of technical experience
- A new Canadian from Tibet working as an orchard supervisor
- An early childhood educator from the Philippines
- Science researchers who were hired as post-doctoral fellows and then received their status as permanent residents or Canadian citizens



EMPLOYERS BIGGEST BARRIERS

Employers' barriers to hiring new immigrants (in order):


1. Shortage of skilled workers
2. English proficiency
3. Shortage of affordable housing and high cost of living
4. Cultural fit
5. Employment for spouses and inadequate public transit
6. Canadian education upgrades
7. Process can be overwhelming



PERCEPTION GAP

The research indicates there may be a significant gap between the *actual* and *perceived* skills of new immigrants.

While many new immigrants are highly skilled and highly educated, most employers ranked both education and skills level fairly low.



79% of employers indicated their corporate culture is somewhat or very receptive to integrating new immigrants into their workforce

“If a new immigrant can have an impact right away, then everyone in the community benefits.”

- Employer



- Most new immigrants and employers exhibit a willingness to work together to be part of the solution
- 79% see value in an online registry that could help match new immigrants to job opportunities
- Next Steps for LIP
 1. Fast Track Community Mentoring
 2. Online Directory
 3. Start the conversation: Welcoming Communities Summit – June 17th and 18th



“New immigrants have a big potential to make a positive contribution to the region. As a community, we need to make sure they have the opportunity to do that as quickly as possible.”
– Employer

THANK YOU

SOUTH OKANAGAN | SIMILKAMEEN
LOCAL IMMIGRATION PARTNERSHIP (LIP) COUNCIL

South Okanagan Immigrant & Community Services
www.soics.ca



**SOUTH OKANAGAN
IMMIGRANT AND
COMMUNITY SERVICES**

Funded by:



Immigration, Refugees
and Citizenship Canada

Financé par :

Immigration, Réfugiés
et Citoyenneté Canada



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
DELEGATION

DATE: March 29, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Tricia Mayea, Manager of Legislative Services
SUBJECT: European Refugee Crisis

STAFF RECOMMENDATION:
That Council pass the following resolution:

THAT the delegation of Lesley Vaisanen be received for information.

BACKGROUND and DISCUSSION:

Lesley Vaisanen recently visited Lesvos, Greece on a humanitarian mission and will be providing Council with a summary about her experience there, in particular, the Syrian refugee crisis.

Ms. Vaisanen would like to raise awareness about the refugee crisis in Europe by placing a life jacket somewhere in Summerland. The life jacket is from Lesvos, Greece, and it will have the hashtag #Safe Passage written on it.

OPTIONS:

1. Move the motion as recommended by staff.
2. Refer back to staff for other options.

Respectfully Submitted

Tricia Mayea
Manager of Legislative Services

Approved for Agenda

Linda Tynan, CAO



CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: March 29, 2016
TO: Mayor and Council
FROM: Linda Tynan, Chief Administrative Officer
SUBJECT: Summerland – Penticton Lakeshore pathway planning study

STAFF RECOMMENDATION:

That Council pass the following recommendation:

THAT the request that the District of Summerland participate in a Summerland to Penticton Lakeshore pathway planning study together with the City of Penticton, RDOS and the Ministry of Transportation be approved; and further that the local government contribution be shared equally with the RDOS and City of Penticton to a maximum of \$13,333.

PURPOSE:

To consider the District's participation in a planning study regarding the proposed Summerland-Penticton Lakeshore pathway.

BACKGROUND and DISCUSSION:

At the January 25, 2016 council meeting, staff presented a report regarding a request from the Ministry of Transportation which asked the District to participate in a planning study which would provide information on the feasibility and cost of developing a Lakeshore trail from Summerland to Penticton.

At that meeting, there was uncertainty regarding the contributions expected by the partners (District of Summerland, RDOS and City of Penticton) and the item was tabled to a future meeting.

On Friday, March 18, Mayor Waterman and CAO Linda Tynan attended a meeting organized by the Ministry of Transportation. MLA Dan Ashton was in attendance along with Penticton's Mayor Jakubeit and CAO Eric Sorensen, and CAO Bill Newell from the Regional District. Two representatives from the Ministry of Transportation (MoT) attended.

MLA Ashton encouraged the three local governments to participate in the study so that detailed information was available regarding the feasibility in pursuing funding for this trail.

The estimated cost of the study is \$120,000. S. Sirett from the Ministry of Transportation advised the local governments that MoT will contribute 2/3 of the cost of the project. The remaining portion would be funded equally by the three partners. He further confirmed that the maximum contribution of the local government partners would be \$40,000 (capped if costs exceeded budget). With the participation of Penticton and RDOS, Summerland's contribution would be \$13,333.

The participation in the study does not obligate any of the partners to participate in further development of the trail. Potential funding sources should construction of the trail be contemplated has not been discussed in detail at this time. The purpose of the report is to understand the feasibility of the trail and estimated costs should it be considered for construction.

The scope of the study would include:

- Identification of a feasible multi-use path alignment between Summerland and Penticton
- Cost estimates including engineering, property (if required) and construction of pathway
- Stakeholder engagement
- To determine possible funding sources
- Potentially – cost-benefit analysis.

FINANCIAL IMPLICATIONS:

Should council approve this request, the \$13,333 would be used from the reserve account designated for Trails. This account has sufficient funds to cover this expense.

Respectfully Submitted,

Approved for Agenda

Linda Tyran, CAO

THE CORPORATION OF THE DISTRICT OF SUMMERLAND

ITEM 10.1 - CORRESPONDENCE – INFORMATIONAL ITEMS

March 29, 2016 – Regular Council Meeting

RECOMMENDATION:

THAT the informational items included in the report dated for the March 29, 2016 Regular Council meeting, from the Manager of Legislative Services, be received for information.

ITEMS SUMMARY:

The following items of correspondence and interest have been received since the last meeting of Council.

CORRESPONDENCE

	SENDER	SUBJECT	ACTION
1.	ElectroMotion Energy	Press Release: EletroMotion Energy Named One of BC's Top Technology Companies	Receive for information
2.	Shirley Hackl	Summerland Arts Council	Receive for information
3.	RDOS	Bylaw Referral (Amendment Bylaw No. 2730)	Receive for information

OUTSTANDING ITEMS

Outstanding resolutions		Receive for information
Outstanding tasks		Receive for information

Note: Unless items listed are dealt with specifically by Council, staff will respond to requests, referrals and issues where appropriate and as outlined by District Policy and as indicated on each item.

AUTHOR:



TRICIA MAYEA
MANAGER OF LEGISLATIVE SERVICES

REVIEWED BY:



LINDA TYNAN
CHIEF ADMINISTRATIVE OFFICER

Tricia Mayea

From: Barry McDivitt <BMcDivitt@electromotionenergy.com>
Sent: March 17, 2016 4:42 PM
To: Mayor and Council
Subject: PRESS RELEASE: ElectroMotion Energy Named One of BC's Top Technology Companies

FOR IMMEDIATE RELEASE

March 17, 2016
Press Office: 250.494.7322
Barry McDivitt, Director of Communications
BMcDivitt@ElectroMotionEnergy.com



ElectroMotion Energy Named One of BC's Top Technology Companies

The Ready to Rocket List Showcases Technology Companies with High Growth Potential

Summerland, BC - ElectroMotion Energy, a high-tech utility company based in Summerland, is proud to be featured in the 2016 Ready to Rocket List. Compiled by technology consulting firm Rocket Builders for 14 consecutive years, the list profiles the British Columbia companies "best positioned to capitalize on technology sector trends that will lead them to faster growth than their peers." The list is a predictor of privately-held tech companies that will likely experience significant growth, venture capital investment, or acquisition in the coming year."

"We're honoured to be recognized as one of BC's most promising 'Emerging Rocket' tech companies," said Jai Zachary, CEO and founder of ElectroMotion Energy (EME). "Being included on the Ready to Rocket validates our globally-patented technology and the merits of our go-to-market strategy which we've worked so hard to develop." Zachary also states, "We are expecting 2016 to be a big year for ElectroMotion as the market has been waiting for our Revolution to be production ready – and we're now there."

EME has developed a revolutionary new energy system designed to replace traditional heating, cooling and hot water systems with a single unit – which also virtualizes the generation and distribution of electricity to eliminate central power stations and peak demand. The 'Revolution' uses diesel, natural gas or propane to generate electricity during heating cycles with a 3-to-1 energy & cost advantage versus conventional power stations. Excess electricity is provided through the grid and used to reduce neighbouring electrical demand – even providing backup heat and power during electrical outages. The system is efficient and environmentally friendly with up to 70% reduction in energy use.

ElectroMotion has recently unveiled a remarkably cost-effective and energy-efficient housing system designed specifically for remote & northern communities, powered by a Revolution CORE. The structure can be assembled by local people and resources in just a few days, is more robust than traditional housing, and provides a sustainable Community EcoSystem (CES).

ElectroMotionEnergy.com

Facebook.com/ElectroMotionEnergy.com

YouTube.com/ElectroMotionEnergy.com

Tricia Mayea

From: Tricia Mayea
Sent: March 17, 2016 10:22 AM
To: 'S H'
Subject: RE: re Summerland Arts Council

Good morning,

Thank you for contacting the District of Summerland.

Your email will be included in the correspondence section of March 29, 2016 Council agenda for Council's consideration.

Thank you.

Tricia Mayea | Manager of Legislative Services | Municipal Hall



Ph: 250 404-4057 Fax: 250 494-1415
PO Box 159, 13211 Henry Avenue
Summerland BC V0H 1Z0
www.summerland.ca

Facebook: facebook.com/SummerlandBC

Twitter: twitter.com/SummerlandBC

From: S H [mailto:asim1@shaw.ca]
Sent: March 15, 2016 4:24 PM
To: Mayor and Council <council@summerland.ca>
Subject: re Summerland Arts Council

Good day to Mayor and Council:

I attended the concert March 14, Cod Gone Wild, at Center Stage! IT WAS TERRIFIC! Four very talented musicians, singers, entertained a very SMALL crowd, despite the numbers, everyone had a wonderful time and the atmosphere was charged with smiles, a spring in our steps, and a feeling of "ok, I can handle another day"

I have noticed that the price of tickets went up from \$10, \$12, \$15, \$20 and now \$25, the attendance dropped quickly! In my opinion and from the number of people I know, everyone is living on low or below poverty income in Summerland and can only afford \$15 for a ticket, but no higher!

I could have brought 15 extra people just from my neighbourhood to the concert and I would have been able to bring another 30 or 40 people from the pool. I go swimming and I know many people who would enjoy these concerts if the price of the ticket price was \$15.

I am asking Council to encourage the Summerland Arts Centre to seriously seek funding to subsidize the price of the tickets for concerts and such.

Any Doctor will tell you that as you get older, it is important to get out to events and especially events that raise the happy hormone is us!

It does not make sense to have good concerts performing but the attendance is decreasing due to the high cost of the tickets!

I also know of people who used to come from Penticton to attend concerts in Summerland, but not anymore, and it is due to the high cost of the tickets! Plus the high cost of travelling back and forth! They would like to come, but have told me that the cost of the tickets is too high!

Please perhaps some of you know people in the Arts Center, please speak to them, please help many of us who enjoy musical or acting performances in Summerland and wish to support these events, but the cost must come down somewhat!

I remember Centre Stage being filled to over flowing (and not that many years ago) when the tickets were from \$10, \$12, & \$15 per person, with children being \$10.

I am low income and I only afford 4 paid concerts a year! HOWEVER, that amount will drop if the tickets continue to sell for \$25. Also I do not smoke/drink/gamble! I try and support some of the performances!

I hope you understand my concern, I hope that Council will encourage the Arts Council to go after subsidies. I would like to see Center Stage filled to over flowing! I would like to see people feeling good and happy because they attended a concert that really lifted everyone's spirit!

thank you,

Yours truly,

Shirley Ann Hackl
2-11619 Walters Road
Summerland, B.C.
V0H1Z4



Bylaw Referral

Regional District of Okanagan-Similkameen

101 Martin Street, Penticton, BC, V2A 5J9

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

OFFICE USE ONLY

Date: March 10, 2016

Bylaw: 2730

File: X2016.013-ZONE

You are requested to comment on the attached bylaw for potential effect on your agency's interests. We would appreciate your response **WITHIN 30 DAYS**. If no response is received within that time, it will be assumed that your agency's interests are unaffected.

Please email your reply to planning@rdos.bc.ca or fax to 250-492-0063 by **April 11, 2015**.

PURPOSE OF THE BYLAWS:

This proposal is a textual amendment, initiated by the Regional District, to the Electoral Area "A", "C", "D-1", "D-2", "E", "F" and "H" Zoning Bylaws in order to remove certain ambiguities and to clarify the purpose of "accessory building and structures" for the benefit of staff, the public and developers.

LEGAL DESCRIPTION:

Not applicable

GENERAL LOCATION:

Regional District of Okanagan-Similkameen

AREA OF PROPERTY AFFECTED:

N/A

ALR STATUS:

Yes

OCP DESIGNATION:

N/A

ZONING DISTRICT:

N/A

OTHER INFORMATION:

Proposed zoning amendments include wording that explicitly excludes bedrooms, showers and bathtubs and limits the extent of bathroom space. Specifically:

- accessory buildings and structures shall not contain bedrooms, sleeping facilities or other living facilities; showers and bathtubs, with the exception of an accessory building or structure in the RA, AG1, AG2, AG3, LH, LH1 and LH2 Zones where one (1) shower is permitted.
- the maximum number of bathrooms in an accessory building or structure shall be one (1) and shall not exceed a maximum floor area of 3.0 m², with the exception of an accessory building or structure in the RA, AG1, AG2, AG3, LH, LH1 and LH2 Zones where the maximum floor area of a bathroom may be 6.0 m².

These amendments are being undertaken in conjunction with an updating of the Regional District's Policy on the Decommissioning of a Dwelling unit, a draft of which is included with this referral for reference purposes. Additional context is available through the administrative report considered by the Planning and Development (P&D) Committee of the Regional District Board at its meeting of February 11, 2016 (see page 32):

http://www.rdosmaps.bc.ca/min_bylaws/contract_reports/CorpBd/2016/20160211AgendaPackage.pdf

Attached Documentation:

☐ Application Form ☐ Rationale Letter ☐ Context Map ☐ Site Plan ☐ Other Drawings ☒ Amendment Bylaws

Please fill out the Response Summary on the back of this form. If your agency's interests are "Unaffected" no further information is necessary. In all other cases, we would appreciate receiving additional information to substantiate your position and, if necessary, outline any conditions related to your position. Please note any legislation or official government policy which would affect our consideration of this bylaw.

Christopher Garrish, MCIP RPP

Agency Referral List

<input checked="" type="checkbox"/>	Agricultural Land Commission (ALC)	<input checked="" type="checkbox"/>	City of Penticton	<input checked="" type="checkbox"/>	Fortis
<input checked="" type="checkbox"/>	Interior Health Authority (IHA)	<input checked="" type="checkbox"/>	District of Summerland	<input checked="" type="checkbox"/>	OK Falls Irrigation Dist.
<input checked="" type="checkbox"/>	Ministry of Agriculture	<input checked="" type="checkbox"/>	Town of Oliver	<input checked="" type="checkbox"/>	Kaleden Irrigation Dist.
<input checked="" type="checkbox"/>	Ministry of Transportation and Infrastructure (MoTI)	<input checked="" type="checkbox"/>	Town of Osoyoos		
<input checked="" type="checkbox"/>	Okanagan Nation Alliance (ONA)	<input checked="" type="checkbox"/>	Town of Princeton		
<input checked="" type="checkbox"/>	Penticton Indian Band (PIB)	<input checked="" type="checkbox"/>	Upper Similkameen Indian Band		
<input checked="" type="checkbox"/>	Osoyoos Indian Band (OIB)	<input checked="" type="checkbox"/>	Lower Similkameen Indian Band		

RESPONSE SUMMARY

AMENDMENT BYLAW NO. 2730

- | | |
|---|---|
| <input type="checkbox"/> Approval Recommended for Reasons Outlined Below | <input type="checkbox"/> Interests Unaffected by Bylaw |
| <input type="checkbox"/> Approval Recommended Subject to Conditions Below | <input type="checkbox"/> Approval Not Recommended Due to Reasons Outlined Below |

Signature: _____

Signed By: _____

Agency: _____

Title: _____

Date: _____

BYLAW NO. 2730

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2730, 2016

**A Bylaw to amend the Electoral Areas “A”, “C”, “D-1”, “D-2”, “E”, “F” and “H”
Regional District of Okanagan-Similkameen Zoning Bylaws**

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

1. This Bylaw may be cited for all purposes as the “Regional District of Okanagan-Similkameen Update of General Regulations for Accessory Structures Amendment Bylaw No. 2730, 2016.”

Electoral Area “A”

2. The “Electoral Area “A” Zoning Bylaw No. 2451, 2008” is amended by:
 - i) replacing Section 7.13 (Accessory Buildings and Structures) in its entirety with the following:

7.13 Accessory Buildings and Structures

- .1 All buildings or structures attached to a principal building by a common wall and roof are deemed to be a portion of the principal building.
- .2 When not attached, no part of any building shall be closer than 1.0 metre to another building.
- .3 No accessory building or structure shall contain bedrooms, sleeping facilities or other living facilities; showers and bathtubs, with the exception of an accessory building or structure in the RA, AG1, AG2 and LH Zones where one (1) shower is permitted.

Comment [CJG1]: New regulation limiting the types of rooms which may occur within an accessory building or structure.

- .4 The maximum number of bathrooms permitted in an accessory building or structure shall be one (1) and shall not exceed a maximum floor area of 3.0 m², with the exception of an accessory building or structure in the RA, AG1, AG2 and LH Zones where the maximum floor area of a bathroom may be 6.0 m².
- .5 No accessory building or structure shall be situated on a parcel unless the principal building to which the accessory building or structure is incidental has been erected or will be erected simultaneously with the accessory building or structure on the same lot, or unless the accessory building or structure does not exceed 10.0 m² in area, one storey in building height, and is limited to one (1) per parcel.

Comment [CJG2]: New regulation limiting the number and size of bathrooms that may occur within an accessory building or structure.

Electoral Area "C"

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

- i) replacing Section 7.13 (Accessory Buildings and Structures) in its entirety with the following:

7.13 Accessory Buildings and Structures

- .1 All buildings or structures attached to a principal building by a common wall and roof are deemed to be a portion of the principal building.
- .2 When not attached, no part of any building shall be closer than 1.0 metre to another building.
- .3 No accessory building or structure shall contain bedrooms, sleeping facilities or other living facilities; showers and bathtubs, with the exception of an accessory building or structure in the RA, AG1, AG2 and LH Zones where one (1) shower is permitted.
- .4 The maximum number of bathrooms permitted in an accessory building or structure shall be one (1) and shall not exceed a maximum floor area of 3.0 m², with the exception of an accessory building or structure in the RA, AG1, AG2 and LH Zones where the maximum floor area of a bathroom may be 6.0 m².
- .5 No accessory building or structure shall be situated on a parcel unless the principal building to which the accessory building or structure is incidental has been erected or will be erected simultaneously with the accessory building or structure on the same lot, or unless the accessory building or structure does not

Comment [CJG3]: New regulation limiting the types of rooms which may occur within an accessory building or structure.

Comment [CJG4]: New regulation limiting the number and size of bathrooms that may occur within an accessory building or structure.

exceed 10.0 m² in area, one storey in building height, and is limited to one (1) per parcel.

Electoral Area "D-1"

4. The "Electoral Area "D" Zoning Bylaw No. 2457, 2008" is amended by:

- i) replacing Section 7.13 (Accessory Buildings and Structures) in its entirety with the following:

7.13 Accessory Buildings and Structures

- .1 All buildings or structures attached to a principal building by a common wall and roof are deemed to be a portion of the principal building.
- .2 When not attached, no part of any building shall be closer than 1.0 metre to another building.
- .3 No accessory building or structure shall contain bedrooms, sleeping facilities or other living facilities; showers and bathtubs, with the exception of an accessory building or structure in the RA, AG1, AG3 and LH Zones where one (1) shower is permitted.
- .4 The maximum number of bathrooms permitted in an accessory building or structure shall be one (1) and shall not exceed a maximum floor area of 3.0 m², with the exception of an accessory building or structure in the RA, AG1, AG3 and LH Zones where the maximum floor area of a bathroom may be 6.0 m².
- .5 No accessory building or structure shall be situated on a parcel unless the principal building to which the accessory building or structure is incidental has been erected or will be erected simultaneously with the accessory building or structure on the same lot, or unless the accessory building or structure does not exceed 10.0 m² in area, one storey in building height, and is limited to one (1) per parcel.

Comment [CJG5]: New regulation limiting the types of rooms which may occur within an accessory building or structure.

Comment [CJG6]: New regulation limiting the number and size of bathrooms that may occur within an accessory building or structure.

Electoral Area "D-2"

5. The "Electoral Area "D" Zoning Bylaw No. 2455, 2008" is amended by:

- i) replacing Section 7.13 (Accessory Buildings and Structures) in its entirety with the following:

7.13 Accessory Buildings and Structures

- .1 All buildings or structures attached to a principal building by a common wall and roof are deemed to be a portion of the principal building.
- .2 When not attached, no part of any building shall be closer than 1.0 metre to another building.
- .3 No accessory building or structure shall contain bedrooms, sleeping facilities or other living facilities; showers and bathtubs, with the exception of an accessory building or structure in the RA, AG1, AG3 and LH Zones where one (1) shower is permitted.
- .4 The maximum number of bathrooms permitted in an accessory building or structure shall be one (1) and shall not exceed a maximum floor area of 3.0 m², with the exception of an accessory building or structure in the RA, AG1, AG3 and LH Zones where the maximum floor area of a bathroom may be 6.0 m².
- .5 No accessory building or structure shall be situated on a parcel unless the principal building to which the accessory building or structure is incidental has been erected or will be erected simultaneously with the accessory building or structure on the same lot, or unless the accessory building or structure does not exceed 10.0 m² in area, one storey in building height, and is limited to one (1) per parcel.

Comment [CJG7]: New regulation limiting the types of rooms which may occur within an accessory building or structure.

Comment [CJG8]: New regulation limiting the number and size of bathrooms that may occur within an accessory building or structure.

Electoral Area "E"

6. The "Electoral Area "E" Zoning Bylaw No. 2459, 2008" is amended by:

- i) replacing Section 7.13 (Accessory Buildings and Structures) in its entirety with the following:

7.13 Accessory Buildings and Structures

- .1 All buildings or structures attached to a principal building by a common wall and roof are deemed to be a portion of the principal building.
- .2 When not attached, no part of any building shall be closer than 1.0 metre to another building.
- .3 No accessory building or structure shall contain bedrooms, sleeping facilities or other living facilities; showers and bathtubs, with the exception of an accessory building or structure in the RA, AG1 and LH Zones where one (1) shower is permitted.

Comment [CJG9]: New regulation limiting the types of rooms which may occur within an accessory building or structure.

- .4 The maximum number of bathrooms permitted in an accessory building or structure shall be one (1) and shall not exceed a maximum floor area of 3.0 m², with the exception of an accessory building or structure in the RA, AG1 and LH Zones where the maximum floor area of a bathroom may be 6.0 m².
- .5 No accessory building or structure shall be situated on a parcel unless the principal building to which the accessory building or structure is incidental has been erected or will be erected simultaneously with the accessory building or structure on the same lot, or unless the accessory building or structure does not exceed 10.0 m² in area, one storey in building height, and is limited to one (1) per parcel.

Comment [CJG10]: New regulation limiting the number and size of bathrooms that may occur within an accessory building or structure.

Electoral Area "F"

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

- i) replacing Section 7.13 (Accessory Buildings and Structures) in its entirety with the following:

7.13 Accessory Buildings and Structures

- .1 All buildings or structures attached to a principal building by a common wall and roof are deemed to be a portion of the principal building.
- .2 When not attached, no part of any building shall be closer than 1.0 metre to another building.
- .3 No accessory building or structure shall contain bedrooms, sleeping facilities or other living facilities; showers and bathtubs, with the exception of an accessory building or structure in the RA, AG1, AG3 and LH Zones where one (1) shower is permitted.
- .4 The maximum number of bathrooms permitted in an accessory building or structure shall be one (1) and shall not exceed a maximum floor area of 3.0 m², with the exception of an accessory building or structure in the RA, AG1, AG3 and LH Zones where the maximum floor area of a bathroom may be 6.0 m².
- .5 No accessory building or structure shall be situated on a parcel unless the principal building to which the accessory building or structure is incidental has been erected or will be erected simultaneously with the accessory building or structure on the same lot, or unless the accessory building or structure does not

Comment [CJG11]: New regulation limiting the types of rooms which may occur within an accessory building or structure.

Comment [CJG12]: New regulation limiting the number and size of bathrooms that may occur within an accessory building or structure.

exceed 10.0 m² in area, one storey in building height, and is limited to one (1) per parcel.

Electoral Area "H"

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

- i) replacing Section 7.12 (Accessory Buildings and Structures) in its entirety with the following:

7.12 Accessory Buildings and Structures

- .1 All buildings or structures attached to a principal building by a common wall and roof are deemed to be a portion of the principal building.
- .2 When not attached, no part of any building shall be closer than 1.0 metre to another building.
- .3 No accessory building or structure shall contain bedrooms, sleeping facilities or other living facilities; showers and bathtubs, with the exception of an accessory building or structure in the RA, AG3, LH1 and LH2 Zones where one (1) shower is permitted.
- .4 The maximum number of bathrooms permitted in an accessory building or structure shall be one (1) and shall not exceed a maximum floor area of 3.0 m², with the exception of an accessory building or structure in the RA, AG3, LH1 and LH2 Zones where the maximum floor area of a bathroom may be 6.0 m².
- .5 No accessory building or structure shall be situated on a parcel unless the principal building to which the accessory building or structure is incidental has been erected or will be erected simultaneously with the accessory building or structure on the same lot, or unless the accessory building or structure does not exceed 10.0 m² in area, one storey in building height, and is limited to one (1) per parcel.

Comment [CJG13]: New regulation limiting the types of rooms which may occur within an accessory building or structure.

Comment [CJG14]: New regulation limiting the number and size of bathrooms that may occur within an accessory building or structure.

READ A FIRST AND SECOND TIME this ____ day of _____, 2016.

PUBLIC HEARING HELD this ____ day of _____, 2016.

READ A THIRD TIME this ____ day of _____, 2016.

I hereby certify the foregoing to be a true and correct copy of the "Regional District of Okanagan-Similkameen Update of General Regulations for Accessory Structures Amendment Bylaw No. 2730, 2016," as read a Third time by the Regional Board on this ____ day of ____, 2016.

Dated at Penticton, BC this __ day of ____, 2016

Corporate Officer

Approved pursuant to Section 52(3) of the *Transportation Act* this ____ day of _____, 2016.

For the Minister of Transportation & Infrastructure

ADOPTED this ____ day of _____, 2016.

Board Chair

Chief Administrative Officer

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BOARD POLICY**

POLICY: Decommissioning a Dwelling Unit

AUTHORITY: Board Resolution No. _____ dated _____.

AMENDED: Board Resolution No. _____ dated _____.

POLICY STATEMENT

The Regional District of Okanagan-Similkameen (RDOS) requires that a building or structure which constitutes a dwelling unit under the applicable Zoning Bylaw or BC Building Code, and which is not in compliance with the applicable Zoning Bylaw or BC Building Code regulations be decommissioned.

PURPOSE

To inform staff, developers, builders, subcontractors, designers and home owners of the Regional District's requirements for decommissioning a dwelling unit.

RESPONSIBILITIES

Development Services Department

PROCEDURES

The decommissioning of a dwelling unit will involve, at a minimum, the removal of the following:

- all bathrooms in excess of one (1) including tubs, showers, sinks, toilets, exhaust fans, waterlines and associated drain lines;
- the kitchen range hood, exhaust fan and applicable exhaust venting and wiring;
- 220-volt stove outlet (and capping of wiring to the electrical panel) and/or natural gas rough-in;
- all upper kitchen cabinets and washroom vanities; and
- all counter space and lower cabinets in excess of 1.5 metres.

All works related to the decommissioning of a dwelling unit shall be the subject of a Building Permit application showing the decommissioning plan and related structural changes and/or demolition.

All decommissioned buildings and structures shall comply with the applicable zoning regulations for an "accessory building and structure" (i.e. building heights, setbacks, bathroom floor area, etc.).

Outstanding Council Resolutions

Res #	Date	Resolution	ACTION	End date
R261-2015	Sep 14, 2015	THAT Council direct staff to prepare scope of work and cost estimates, for 2016 budget consideration, for the following work related to Canyon View Road: (1) land use planning measures; (2) survey monitoring program; (3) intrusive field investigation; (4) flood mitigation; (5) collection of water use information; and (6) bylaw measures.	Referred to staff	2016 budget considerations
R353-2015	Nov 23, 2015	THAT the delegation from the Regional District of the Okanagan-Similkameen, be received for information; and that staff prepare a report regarding the feasibility of a regional organic facility at the Summerland Landfill.	Referred to staff	
R009-2016	Jan 11, 2016	THAT the delegation from the Summerland Food Bank & Resource Centre, be received for information; AND THAT staff provide a report back to Council at a future meeting regarding this matter.	Referred to staff	
R013-2016	Jan 11, 2016	THAT staff be directed to lease the District-owned property as indicated on the map on Schedule A of the Council Report submitted by the Director of Corporate Services dated January 11, 2016, to Summerland Builders Mart Ltd. at estimated fair market value for a term of 3 years; AND THAT the Mayor and Corporate Officer be authorized to execute all documents related to this matter.	Lease executed.	
R015-2016	Jan 11, 2016	THAT staff be directed to re-examine and re-investigate the use of Lakeshore Drive North and other locations for access by horses to Okanagan Lake, and bring a report back to Council at a future meeting.	Referred to staff	
R-2016-41	Feb 9, 2016	THAT staff present a Cellular Antenna Policy following the FCM template, harmonized with federal legislation and regulations, at a future meeting of Council.	Referred to staff	
	Feb 22, 2016	Resolution brought forward from the Special Closed Session of February 22, 2016: THAT the option to develop the old library building (9525 Wharton Street) into an Arts & Cultural Centre be further explored: AND THAT staff be directed to work with the stakeholders involved and report back to Council at a future meeting.	Referred to staff	
R-2016-74	Mar 14, 2016	Disposition of Property (8709 Jubilee Road) "THAT 1046614 BC Ltd. be advised that the conditions required to execute the proposed Contract of Purchase and Sale of 8709 Jubilee Road East have not been met within the timeline agreed upon, therefore the Contract will not be executed. THAT staff be directed to provide options for development and/or disposal of 8709 Jubilee Rd E and provide a report to Council at the March 29, 2016 Regular Meeting of Council."	Report coming to March 29 Regular Meeting of Council.	
R-2016-75	Mar 14, 2016	Alternate Trail above Taylor Place THAT the following resolution from the March 14, 2016 Closed Session be reported out at the March 14, 2016 Council meeting: "THAT staff be directed to investigate the potential for development of an alternate trail above Taylor Place to provide access through District property."	Referred to staff	
R-2016-78	Mar 14, 2016	THAT the property identified as Lot A, DL's 477 and 508, ODYD, Plan KAP80862 Except Plan KAP82140, located at 4500 Landry Crescent be included on the community heritage register.	Referred to staff	
R-2016-79	Mar 14, 2016	THAT the naming of the park located at 1109 Stonor Street be referred back to staff to research alternate names for the site.	Referred to staff	

OUTSTANDING TASKS - STAFF

	Project/Issue	Person Responsible	Next Steps	Anticipated Timing
1	Skatepark	LT/BI	1st Skatepark Committee meetinh held. Design workshop upcoming	Ongoing
2	Lakeside Trail Project	KJ/JD	Finalizing maintenance agreement with Province.	Spring 2016
3	New Subdivision Servicing Bylaw	IM	Investigating	2016
5	Building Bylaw review project	JD/IM	Negotiate terms of reference with MIA and Lidstone.	2016
6	Online registration system - Recreation	JD/BI	Evaluation of vendors completed. CAO reporting to Council at future meeting	March 2016
7	Protocol Agreement - PIB	LT	Invitation made to PIB. Pending response from meeting.	Ongoing
8	MTI and BNEB Bylaws	JD	Updated BNEB adopted. MTI being reviewed further.	
9	Citizen Survey	LT	Preliminary	1st quarter 2016
10	Community Engagement Policy	LT		Spring 2016
11	Parks and Recreation Masterplan	BI/LT	Reviewing RFP templates; issue RFP	1st quarter 2016
12	Debt, surplus, reserve policies	LC	Update research and draft policies	1st quarter 2016
13	Fleet Renewal Policy	JD/KJ/LC	Corporate Services coordinating with Works and Utilities/Finance	Spring 2016
14	Sidewalk Master Plan	IM	In progress.	2016
15	Cemetery Upgrades	KJ/MS	Design near completion.	Spring 2016
16	Wastewater Filtration and Grit Removal Upgrade	KJ/DV	Design is complete. Application to Build Canada	In Progress
17	Cultural Plan	IM	Data analysis underway	Ongoing
18	Perpetual Slide	KJ/MS	Follow up from UBCM required. Monitoring budget to be brought forward during 2016 budget deliberations.	Spring 2016
19	Fire Training Facility	GN	Building assembly was completed on Nov. 4, additional site works and training prop construction required. Anticipate complete completion late spring 2016.	June 30, 2016
20	Sister City (gift received)	BI	Waiting for information from Leanne.	2016
21	Foreshore Tenure(s) with Crown	JD/IM	Zoning bylaw to be updated to include foreshore and lake to municipal boundary. Individual tenures being acquired for public parks. Report to future Council meeting re new head lease options.	April/May 2016
22	Joint Use Agreement	JD	Jeremy and Brenda negotiated terms of Joint Use Agreement with SD67 on August 17. SD67 was to provide a draft agreement. Now needs to be drafted by District staff.	March 2016
23	Cell Tower Policy	JD	Council direction to create policy	Spring 2016
24	Trail Signage	LT/BI	Gather examples and develop a trail signage plan / policy. Intend to engage contractor to assist with trail signage plan;	2016
25	Policy: Air BnB; vacation rentals		For council discussion	Spring 2016
26	Business License Bylaw	JD/LC/ KJ/IM	Review draft (written), finalize and take to council	Spring 2016
27	Dog Regulation Bylaw	JD	Review draft bylaw to replace existing bylaw. Bring to Council.	Spring 2016

THE CORPORATION OF THE DISTRICT OF SUMMERLAND
ITEM 10.2 – CORRESPONDENCE – COMMITTEE/COMMISSION
MINUTES

March 29, 2016 – Regular Council Meeting

RECOMMENDATION:

THAT the committee, commission and task force minutes included in the report dated for the March 29, 2016 Regular Council meeting, from the Manager of Legislative Services, be received for information.

COMMITTEE MINUTES

1.	Cultural Plan Task Force – February 19, 2016	Receive for information
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Any recommendations for Council consideration will be brought forward under separate cover.

AUTHOR:



TRICIA MAYEA
MANAGER OF LEGISLATIVE SERVICES

REVIEWED BY:



LINDA TYNAN
CHIEF ADMINISTRATIVE OFFICER



District of Summerland
Cultural Plan Task Force (CPTF)
Meeting Minutes
Friday, February 19, 2016 at 9:00 am
Municipal Hall, Council Chambers
13211 Henry Avenue, Summerland, BC

Present: Denese Espeut Post, Susan Gibbs, Doug Holmes, John Bubb, Betty-Ann Xenis, Margaret Holler, Jean Evanishen, Dianne Hildebrand, Elie van Nie, Dan Dinsmore
Staff: Ian McIntosh

- 1) **Call to Order at 9:08 am**
- 2) **Approval of Agenda-** Motion to approve the agenda. Carried.
- 3) **Adoption of Minutes** – Motion to approve the February 1, 2016 meeting minutes. Carried.
- 4) **Team Updates**
 - a) **Communications Strategy Team**
 - i) Media Release update – D. Holmes spoke to EZ Rock and provided information on the CPTF. Media release to be posted on Basecamp.
 - b) **Task Management Team**
 - i) Time Sensitive Tasks-We are in the Analysis portion of the process. D. Dinsmore spoke on the necessity to build in time for the drafting of the report and identify champions. S. Gibbs spoke of the necessity of reconnecting with the participants of the consultation process.
 - ii) There was a decision to add to the task manager a step to share the applicable data with other municipal and community groups.
 - c) **Financing Team**
 - i) **General Update-** Betty-Ann has started a list of possible funding sources. The financing team will meet soon.
 - ii) **Actual Expenditures** Financials presented. **Approval of expenditures.** No new invoices submitted.
 - d) **Best Practices Team**
 - i) General Update –tabled to next meeting
- 5) **Data Analysis**
 - a) **Data Review and Identification of Themes**
 - i) **Review of Quantitative Survey Data** – E. van Nie presented the graphed interpretation of the quantitative portion of the survey. She indicated that overall there is a high level of satisfaction of current cultural events and in their accessibility and affordability. The room for improvement it seems is due to “silo thinking”, lack of cultural facilities and lack of communication/coordination between activities. Youth are the group that are least engaged by our cultural activities. There is a strong indication in the results that participants believe cultural activities enrich the community socially and economically.

- ii) **Review of Qualitative Survey Data** J.Bubb presented his data base of survey results. This data needs to be interpreted/analysed for the report. One way to do this is by key word identification to categorize and determine the quantities of a response in areas. He believes that this resource needs to be looked at on a deeper level to extract the pertinent recommendations. He also presented a new analysis of the data base that will distribute the comments/recommendations to particular sections of the report.
- iii) **Review of Access database** I.McIntosh discussed the data base which has categorized the comments by section of report in various cultural theme areas. There is the capacity to search the data base by keyword. He will enter all the written submissions into the database within a week.
- iv) The CPTF voted to identify the top themes coming out of the data base and discuss these as on a preliminary basis. The group looked at the data associated with a key theme and chose funding as an example and looked at how this is represented in the data base. Each group will look at key findings in one theme, identify findings for referral to other groups, refine the theme or determine any possible other themes and identify non-mandated themes. Some of these would be presented at the next meeting, March 7 from 6:30 pm to 9:30 pm and at an additional meeting on March 11, 2016 from 9:00 am to 12:00 pm.

6) Outstanding Workshops

- a) D. Dinsmore suggested we start an early draft for staff of the Municipality as they are currently dealing with budgets etc. He mentioned contacting Christa Lee Bond about a date for the Wineries. D. Hildebrand and M. Holler are still working on the First Nations consultation.

7) Writing Team

- a) Initial meeting update- D. Hildebrand said the group met and thought that the report should be in two parts, body and appendixes. They are focusing on readability and reasonability. They want to use graphs, quotes, pictures to validate and animate the plan. They are working on the index and appendixes. They are also contemplating bringing on board a designer (which will be addressed in an April 2016 meeting).

8) New Items/Old Items

- a) Bernard Momer – M. Holler to contact Bernard Momer about a presentation to the CPTF and to ask his opinion about methodology of data analysis. If he is willing to present to the CPTF she will ask for times and cost of presentation.
- b) Penticton Indian Band – I McIntosh will refer a potential participant's name to D. Hildebrand and M. Holler.

9) State of the Union-round table discussion.

10) Next Meeting: Monday, March 7, 2016 at 6:30pm – Council Chambers

11) Adjournment at 4:07 pm

Signed :





THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: March 29th 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Alex Kondor, Development Planner
SUBJECT: Options for Sale or Redevelopment of Municipal Owned Property – Lot 1,
DL 473, ODYD, Plan 18998, located at 8709 Jubilee Rd

STAFF RECOMMENDATION:

That Council pass the following resolution:

THAT the report "Options for Sale or Redevelopment of Municipal Owned Property – Lot 1, DL 473, ODYD, Plan 18998, located at 8709 Jubilee Rd" dated March 29, 2016, be received for information.

PURPOSE:

To present options for disposing of municipal owned property in order to gain revenue and provide a development that benefits the District of Summerland.

BACKGROUND:

Current Use: Vacant
Parcel Size: 1.2 Acres (5000 sq. m)
Zoning: RPN – Residential Pocket Neighborhood
OCP: Low Density Residential Intensification
M.o.T. Approval: N/A

The subject property is a 5000 square metre municipal owned lot on Jubilee Road that was previously the location of the RCMP detachment. The property has been vacant since the relocation of the RCMP to their new building in July of 2012.

Since 2012 the property has been rezoned to the RPN zone which is meant to provide a zone to accommodate the comprehensive development of single detached housing in a format which appears as a cluster of cottages grouped around a shared open space and served by a shared parking area.

Several Request for Proposals (RFPs) have been issued for this property inviting development firms to submit proposals to develop the property in accordance with the Residential Pocket Neighbourhood (RPN) Zone. To date, each RFP process has concluded without a successful proponent.

At the March 14th 2016 Regular Council meeting Council passed the following resolution:

“THAT staff be directed to provide options for development and/or disposal of 8709 Jubilee Rd E and provide a report to Council at the March 29, 2016 Regular Meeting of Council”

Options for the development and/or dispossession of this property include:

1. List the property for sale with a real estate agent
2. Market the property for sale (direct marketing)
3. Re-issue a Request for Proposals (RFP)
4. Re-consider the proposal from the most recent RFP process
5. Allow consideration of unsolicited proposals (direct sale)
6. Demolish the existing derelict building
7. Re-evaluate the existing land use designation
8. Donate or sell the land below market-value

DISCUSSION:

1. List the Property with a Real Estate Agent

The District could initiate the process of listing the property with a professional real-estate agent. Municipalities regularly utilize professional real-estate agents to list their properties for sale. If this option is selected the District should undergo an RFP or Expression of Interest process to select a realtor.

If a real-estate agent was hired a commission fee will likely be between 3% and 5%, based on the appraised value of \$650,000 this would mean \$19,500 to \$32,500 of potential revenue would be spent on real-estate fees.

ADVANTAGES

- Increased exposure
- Professional marketing
- Multiple listing service (MLS)
- Connections with potential buyers
- Straightforward/conventional process for developers

DISADVANTAGES

- Commission Fees
- Less control than RFP Process
- Staff would still need to coordinate with potential buyers and Council
- Expression of Interest or RFP to choose real-estate firm would be required
- Legal assistance still required to convey the property.

2. Market the property for sale (direct marketing)

District staff could direct market the property for sale without the use of a real-estate firm. Staff would be able to use the district website, create a marketing package for the property, and coordinate with potential buyers of the property.

ADVANTAGES

- No commission fees
 - Utilizes existing staff/resources

DISADVANTAGES

- Labor intensive
- Legal assistance required to convey the property

- Limited exposure to distant markets

If the District wishes to limit its control and leave development up to the private sector, the least intrusive approach would be to put the property up for sale and rely on the zone regulations in place to control development of the lands. This approach allows a developer to understand what is permitted under the zoning and simply purchase the property and develop what is permitted.

3. Re-Issue Request for Proposals (RFP)

In the past, the District has issued Request for Proposals to development the property. This allows for greater control in the development of the property. This also allows the District to review proponents, review their development proposals and choose to sell the property based on a suitable development proposal from a suitable developer. This approach may limit interested parties and requires the most staff time however it gives Council the greatest level of control over the development.

The previous RFPs have been evaluated based on the criteria of market affordability, revenue to the District, and design concepts such livability, energy efficiency, and street presence. Below is a brief timeline on the issuance and result of each of the RFPs to date:

- 2013 an RFP was issued. One proposal was submitted which featured a central cul-de-sac with fourteen townhouse-style modular units the proposal was rejected on the basis that it did not meet the objectives or the RPN zone.
- 2014 the same RFP document was issued. Two development proposals were submitted one of which met the intent of the RPN zone as well as offered a price close to the appraised market value of the property, however a deal was not reached.
- May 2015 the same RFP was re-issued. Two development proposals were received. Both proposals met the intent of the RPN zone, one proposal outscored the other based on the evaluation criteria. Subsequently staff have been coordinating with the successful proponent to enter into a contract for sale and purchase of the property for over the last six (6) months. The developer did not meet the timeline agreed upon, therefore Council ceased negotiation with the proponent.

ADVANTAGES

- Direct control on what is built (design)
- Control over who buys (developer)
- Transparent public process

DISADVANTAGES

- Labour intensive
- Can be perceived as complicated and time consuming for potential buyers
- Previous RFPs have been unsuccessful

4. Reconsider the proposal from the most recent RFP

Due to a lengthy delay by the proponent, on March 14th Council decided not to proceed with a contract for sale and purchase of the property with the proponent of the most recent RFP process. Subsequently, one of the partners involved with the original proposal has notified District staff that they have found an investor and are willing to proceed with the original arrangement if possible. Council may wish to reconsider their

previous resolution and authorize staff to proceed with negotiations for sale and purchase of the RCMP property with one of the partners from the previous RFP proposal.

ADVANTAGES

- Deal has almost been completely negotiated

DISADVANTAGES

- Public has been informed that the district will not be proceeding with this proposal

5. Allow consideration of unsolicited proposals (Direct Sale)

Since the date of the closure of the most recent RFP process several parties have approached the District interested in purchasing and developing the property. Prior to marketing the property or issuing another RFP the District could coordinate directly with these interested parties to explore the option of selling the property directly to one of these potential buyers. Prior to any sale staff would prepare a report to Council for consideration outlining the proposed development. There is a land disposition policy in place which dictates the policy for direct sale of District owned land and is attached to this report as Schedule "A". If this property is sold directly to a buyer it may appear less fair and transparent to the public than marketing the property for public sale.

ADVANTAGES

- Quick sale

DISADVANTAGES

- No public process

6. Demolish the existing derelict building

Council may wish to consider preemptively demolishing the existing structure on the property to make the property more marketable. The former RCMP building has reached the end of its useful life. It is a significant impediment to redevelopment of this site. The building contains asbestos and lead and requires specific methods of demolition. An estimate to demolish the building has been received in the amount of approximately \$100,000.

ADVANTAGES

- Makes the property more developable
- Removes derelict structure

DISADVANTAGES

- Potential buyer may wish to keep the existing structure
- Hiring process would be required for demolition contractor

7. Re-evaluate the existing land use designation

In the District's Official Community Plan this property is designated Low Density Residential Intensification (LDRI) which allows for dense configurations of single family housing. The property is zoned RPN which allows for the clustering of single detached houses. The OCP designation of the surrounding properties is a mixture of Medium Density Residential, High Density Residential and Service Commercial. Council may wish to consider an OCP and Zoning amendment to change the current land use designation. Options include medium or high density residential.

Medium density residential use of this property would be compatible in this area. Specifically, the properties directly adjacent to the East and South of the site are designated and zoned for medium density residential. A medium density residential designation would likely provide a suitable transition/buffer between the adjacent existing

single family houses and the packing house building. This land use change would require OCP and zoning amendments.

The highest return from residential development would be a high density apartment style development. In this case a high density development may require off-site upgrades to water/sewer services. This option has not been preferred in the past as the District's OCP calls for a range of housing types and this site presented an opportunity for a townhouse or pocket neighborhood project that provides a unique affordable housing form.

ADVANTAGES

- Potentially increases desirability
- Increases density in the area
- Transparent public process

DISADVANTAGES

- Potential off-site upgrades to water/sewer
- Delay sale until amendment process has completed
- Increase in building height may impact adjacent residents

8. Below-Market Value Sale/Donation

Section 25 of the *Community Charter* stipulates that if land is being sold to a business, the District must not provide a grant, benefit, advantage or other form of assistance to a business. Assistance includes disposing of land or improvements for less than market value. If council wishes to dispose of land below market value to assist a business it can only do so in the context of a partnering agreement. A partnering agreement enables a corporation to provide a service on behalf of council.

Council can propose to dispose of land below market value to a non-profit organization provided proper notification of its intentions to do are carried out in accordance with Section 24 of the *Community Charter*. Council could direct staff to explore the opportunity to dispose of land below market value to non-profit organizations to create an affordable housing opportunity. At present the District does not have a policy to guide decisions to ensure fairness to all groups, dictate for what purposes it will dispose of land for affordable housing, or to which type of non-profit organizations should be given consideration.

Alternatively, instead of dispossessing the land Council could direct staff to explore the option of entering into a long-term lease with a non-profit organization which may facilitate affordable housing opportunities at this location.

ADVANTAGES

- Direct contribution to creating affordable housing
-

DISADVANTAGES

- Less revenue
- No strategy in place regarding affordable housing

FINANCIAL IMPLICATIONS:

In 2013 the District had the property appraised based on the property being zoned RMD – Residential Medium Density. The estimated market value was deemed to be \$675,000.

In 2015 the District had the property re-appraised based on the property being zoned – Residential High Density. The estimated market value was deemed to be \$675,000. Reasons given for why the two estimates were identical included: That there were no significant market adjustments since 2013, value is dictated by supply and demand and while the supply of high density development in Summerland is limited, the demand is very low, and there is a greater demand for medium density development in Summerland.

The net sale proceeds of the sale of the property must be held in a statutory reserve fund and would be available for future capital projects. The demolition cost has been estimated at \$100,000. The District's 5-Year Financial Plan includes this property as a potential source of \$600,000 of revenue.

CONCLUSION:

The Ministry of Community, Sport, and & Cultural Development cautions municipalities that municipal lands are a valuable resource. They are a strategic community asset which can be used to achieve a variety of municipal objectives. Land resources can be used for public purposes such as community facilities. Disposal of municipal lands can create an important revenue source, yield new development, produce additional property tax revenues, facilitate creation of municipal assets and contribute to community development objectives. This must be balanced against a municipality's purpose, under the Community Charter, to provide "for stewardship of the public assets of the community."

It is important that disposal of municipal land resources are considered in the context of the overall policies of the municipality, including:

- The Official Community Plan, which establishes long-range physical development goals and objectives;
- The five-year Financial Plan, which includes identification of a capital expenditures and proposed revenue sources;
- The Annual Report, which sets out municipal objectives, establishes measures and reports on progress.

This report outlines five options for disposition or development of this property. Council could direct staff to initiate the process of any of the following:

1. List the property for sale with a real-estate agent
2. Market the property for sale (direct marketing)
3. Re-issue a Request for Proposals (RFP)
4. Re-consider the proposal from the most recent RFP
5. Allow consideration of unsolicited proposals (direct sale)
6. Demolish the existing derelict building
7. Re-evaluate the existing land use designation
8. Donate or sell the land below market-value

OPTIONS:

In addition to the options outlined in this report Council could direct staff to not dispossess the property. This would retain the property as community asset.

Respectfully submitted,



Alex Kondor - Development Planner

Approved for Agenda



Linda Tynan, CAO

Schedule "A" – Disposal of Land Policy

POLICY STATEMENT AND REGULATIONS

Number: 100.13

DISPOSAL OF MUNICIPAL PROPERTY

POLICY OBJECTIVE

To establish the process for the disposal of Municipally owned Real Property (Land) not acquired by tax sales, provincial grants or expropriation, in order to satisfy the Community Charter that the municipality is providing for stewardship of the public assets of the community. Under the *Interpretation Act*, "dispose" means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, divest, release and agree to do any of those things.

POLICY

The Community Charter authorizes Council to have the choice to dispose of land by public offer or by direct offer to a single person, company or organization. This policy does not apply to land that is disposed of below market value.

The disposal of municipal land resources will be annually considered in the context of the overall policies of the municipality, including the Official Community Plan, the five-year Financial Plan, and the Annual Report.

The sale of land may be initiated by either the District or by an individual, company or organization that is interested in acquiring the land.

The District shall proceed through the following process once it is prepared to sell its municipal lands:

A. Public Disposal

1. The Chief Administrative Officer, or designate, shall have an appraisal done on the subject property to assist in establishing a price.

2. The Chief Administrative Officer, or designate, shall have prepared an information package(s) on the subject land(s) that includes the following:

- a. A brief description of the subject land(s) (including the location, minimum sale price, zoning and any other relevant information)
- b. Copy of the title and plan
- c. Copy of relevant Zoning guidelines and Development Permit guidelines, if applicable
- e. Description of the process that a prospective purchaser must follow

3. The Chief Administrative Officer, or designate shall have prepared a public notice to be published in local newspaper(s) for two consecutive weeks. The notice must include a description of the land or improvements, the nature and terms of the proposed disposition, and the process by which the land and/or improvements may be acquired.

4. After the deadline for receiving offers, the Chief Administrative Officer, or designate, shall review any proposals received and prepare a report for Council.

5. All decisions on the disposal of municipally owned lands shall be made by Council.

6. The Chief Administrative Officer, or designate, shall send a letter to the applicants informing them of the decision of Council.

B. Direct Disposal

1. All inquiries made with regards to the purchase of municipally owned property shall be directed to the Chief Administrative Officer, or designate.

2. The Chief Administrative Officer, or designate, shall prepare a report for Council outlining the proposed terms of sale.

3. Council will determine how they wish to proceed with the offer and the applicant shall be so advised.

4. An opportunity may be afforded the applicant to make presentation to Council regarding their interest in the municipal lands.

5. If Council elects to sell the lands or improvements, the Chief Administrative Officer, or designate, shall have an appraisal done on the subject property to assist in establishing the fair market value price.

6. Should Council agree with the price, the Chief Administrative Officer, or designate, may be directed to proceed.

7. Upon completion of negotiations, the Chief Administrative Officer, or designate, shall inform Council of the proposed agreement.

8. The successful purchaser must satisfy themselves as to any additional geotechnical or Environmental reports and the District will grant access to the site to conduct these investigations.

9. Should Council agree to the terms of sale, the Chief Administrative Officer, or designate, shall have prepared a notice that includes the following:

- a. A description of the land or improvements
- b. The person, company or organization that is to acquire the property under the proposed disposition
- c. The nature and, if applicable, term of the proposed disposition
- d. The consideration to be received by the municipality for the disposition

10. The Chief Administrative Officer, or designate, shall inform the public of the sale by publishing a notice in the local newspaper(s) for two consecutive weeks.

11. After the notice has been published in the local newspaper(s) for two consecutive weeks, the Chief Administrative Officer or designate may proceed with the disposal.

Approved: March 23, 2015



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: March 29, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Jeremy Denegar, Director of Corporate Services
SUBJECT: Renewals of Chamber of Commerce and KVR Land Leases

STAFF RECOMMENDATION:

That Council pass the following resolution:

THAT the report dated March 29, 2016 from the Director of Corporate Services regarding renewals of land leases with the Chamber of Commerce and Kettle Valley Railway, be received for information.

PURPOSE:

To provide information regarding renewals of two land leases, one with the Chamber of Commerce and another with the Kettle Valley Railway Society.

BACKGROUND and DISCUSSION:

One of the ongoing projects of Corporate Services is to review all land tenures. In the course of reviewing leases of District-owned property, the lease agreements with the Summerland Chamber of Commerce and the Kettle Valley Railway Society were examined and found to be adequate in their present form.

Both leases include renewal clauses. The Summerland Chamber of Commerce lease can be renewed for a further 5 years. The Kettle Valley Railway Society lease can be renewed for a further 3 years.

Both leases are of nominal value (\$1) so there is no revenue impact to the District.

Both lessees have been good tenants, and there are no alternate plans for either location, so renewal of the leases is appropriate.

Although the authority to renew of leases is delegated by bylaw to the Mayor and Corporate Officer, these particular leases are of significant importance to the community so they are being brought to Council's attention.

LEGISLATION and POLICY:

Delegation of Authority Bylaw No. 2000-254 grants to the Mayor and Corporate Officer the authority to renew leases when they are in standard form, appropriate, and there are no substantive changes.

The *Community Charter* regulates disposal of municipal properties, but no actions are triggered by these renewals as they are continuations of existing compliant agreements.

FINANCIAL IMPLICATIONS:

Both leases are of nominal value (\$1) so there is no revenue impact to the District.

OPTIONS:

1. Move the motion as recommended by staff.
2. Refer back to staff for other options.

Respectfully Submitted



Jeremy Denegar
Director of Corporate Services

Approved for Agenda



Linda Tynan, CAO

Land Title Act (Section 219.9)
Province of British Columbia

(B/L 91-016)

FORM C
GENERAL DOCUMENT

Page 1 of 8

1. APPLICATION: Noonan, Johnston & Bell
Box 520 9921 Main Street,
Summerland, B.C.
VOH 120

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID) (LEGAL DESCRIPTION)
Lot A, D.L. 473. ODYD, Plan 41913

3. NATURE OF INTEREST:* DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Lease	Entire Document Pages 2 - 8	Transferee

4. TRANSFEROR(S):* THE CORPORATION OF THE DISTRICT OF SUMMERLAND,
P.O. BOX 159, SUMMERLAND, B.C. V0H 1Z0

5. TRANSFEE(S):* THE SUMMERLAND CHAMBER OF COMMERCE,
P.O. BOX 1075, SUMMERLAND, B.C. V0H 1Z0

6. EXECUTION(S):** By signing this document you are affecting the land in the manner described in item 3.

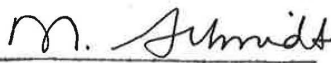
Execution Date
(Y/M/D)

Officer Signature(s)

Party(ies) Signature(s)

90/02/

THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
by its authorized signatories


MARGARET ANN SCHMIDT
DEPUTY MUNICIPAL CLERK
COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA

91/02/14




OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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LEASE

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THIS LEASE is made UNDER THE
LAND TRANSFER FORM ACT, PART 2
AND THE MUNICIPAL ACT

1. The Landlord is the District of Summerland P.O. Box 159, Summerland, B.C. V0H 1Z0.
2. The Tenant is the Summerland Chamber of Commerce, P.O. Box 1075, Summerland, B.C. V0H 1Z0.

3. **Premise & Term**

The Landlord leases to the Tenant the land described as Lot A, District Lot 473, ODYD, Plan 41913 (the "Leased Land") for the term of Twenty-Five (25) years commencing on the 1st day of July, 1990 and ending on the 30th day of June, 2015, at an annual rental of ONE (\$1.00) DOLLAR payable in advance on July 1 each year.

4. **Use**

- (a) The Tenant's use of the Leased Land shall be as a Tourist Information Centre, a Business Information Centre, a meeting facility, an Economic Development Office and other such uses as are in keeping with the operation of the Chamber of Commerce.
- (b) The Landlord's written consent must be given in advance to any change in the use of the Land. Such consent will not be unreasonably withheld.

5. **Tenant's Covenants**

The Tenants covenants with the Landlord:

Rent, Taxes and Utilities

- (a) to pay all rents reserved under this lease;
- (b) to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial federal, or otherwise, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Leased Land unless exempted by municipal bylaw;
- (c) to pay as they become due all charges for all gas, oil, telephone and electric light and power used on the Leased Land.

Construction

- (d) that it will not construct any buildings or structures on the Leased Land unless, prior to any construction, having obtained a building permit from the Landlord authorizing

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the construction or renovation of the buildings and structures set out in the permit and the plans and specifications attached to it; and required inspections; and all work shall be carried out at the cost of the Tenant.;

Assign or Sublet

- (e) that it will not assign nor sublet without leave of the Landlord's Council;
- (f) that the Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent;

Nuisance

- (g) that it will not carry on or do or allow to be carried on or done on the Leased Land anything that:
 - (i) may be or become a nuisance to the Landlord or the Public,
 - (ii) increases liability of any kind,
 - (iii) increases the premium rate of insurance against loss by fire or liability upon the Leased Land or,
 - (iv) invalidates any policy of insurance for the Leased land; or
 - (v) directly or indirectly causes damage to the Leased Land;

Insurance

- (h) that it will take out and maintain during the term, a policy of general public liability insurance against the claims for bodily injury, death or property damage arising out of the use and occupancy of the Leased land by the Tenant in the amount of not less than TWO MILLION (\$2,000,000.00) Dollars per single occurrence or such greater amount as the Landlord may from time to time designate, naming the Landlord as an insured party thereto and shall provide the Landlord with a certified copy of such policy or policies;
- (i) that all policies of insurance shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord 30 days prior written notice;
- (j) that if the Tenant does not provide or maintain in force the insurance required by this lease, the Landlord may take out the necessary insurance and pay the premium for

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periods of one year at a time, and the tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand;

- (k) that if both the Landlord and the Tenant have claims to be indemnified under any insurance required by this lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant;

Indemnification

- (l) that it will indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use of the Leased Land by the Tenant or the carrying on upon the Leased land of any activity in relation to the Tenant's use of the Leased Land and in respect of any loss, damage or injury sustained by any person while on the Leased Land for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements, and this indemnity shall survive the expiry or sooner determination of this Lease;

Builder's Liens

- (m) that it will indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Leased Land; and will allow the Landlord to post and will keep posted on the Leased Land any notice that the Landlord may desire to post under the provisions of the Builders Lien Act;

Possession

- (n) that it will at the expiration or sooner determination of the Lease peaceably surrender and give up possession of the Leased Land without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary;

Maintenance

- (o) to maintain the Leased Land, at all times, to an excellent standard of maintenance;

6. Landlord's Covenants

That Landlord covenants with the Tenant for quiet enjoyment.

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7. Miscellaneous Covenants

And it is hereby mutually agreed:

Re-entry and Forfeiture

- (a) that if the Tenant defaults in the payment of rent, or the payment of any other sum payable hereunder, or fails to perform any covenant hereunder and if the default continues for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may re-enter the Leased land and rights of the Tenant with respect to the Leased Land shall lapse and be absolutely forfeited;
- (b) that the Landlord, by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this lease;

Distress

- (c) that if the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the leased land and the Tenant releases the Landlord from liability from any loss or damage sustained by the Tenant as a result;

Fixtures

- (d) that at the determination of this Lease, all buildings, structures or improvements constructed on the Leased Land by the Tenant, including moveable business fixtures of the Tenant, are and shall remain the sole property of the Tenant and shall be removed forthwith by the Tenant at no cost to the Landlord;

Holding Over

- (e) that if the Tenant holds over following the term and the Landlord accept rent, this lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a Tenancy from month to month;

Landlord's Payments

- (f) that if the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Lease, then the Landlord may add the cost or amount of the damage, loss expense, or payment to the rent and may recover it as if it were rent in arrears;

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Insolvency

(g) that if:

- (i) the Term or any of the goods or chattel on the Leased Land are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale, conditional sale, or chattel mortgage or
- (ii) if a writ of execution issues against the goods or chattels of the Tenant, or
- (iii) if the Tenant makes any assignment for the benefit of creditors, or
- (iv) if the Tenant becomes insolvent or bankrupt,

the Term shall, at the option of the Landlord, immediately become forfeited and the Landlord may re-enter and repossess the Leased Land despite any other provision of this Lease;

Removal of Goods

(h) if the Tenant removes its goods and chattels from the Leased Land, the Landlord may follow them for 30 days;

Renewal

(i) that upon the expiration of the Term, if the Tenant is in good standing under this lease, the Lease shall be renewed for two further terms of FIVE (5) years each upon terms and conditions agreed to by the parties. If such terms and conditions cannot be agreed to by the parties the matter shall be referred to arbitration.

Time

(j) that time shall be of the essence of this Lease;

Notices

(k) that any notice required to be given under this Lease shall be deemed to be sufficiently given:

- (i) if delivered, at the time of delivery, and
- (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail.

or to the respective address shown on page 1 or the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in the whole or in part by reason of a strike,

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slow down, lock-out or other labour dispute then the notice may only be given by actual delivery of it;

Fitness of Leased Land

- (l) that the Landlord has made no representation or warranties as to the condition, fitness or nature of the Leased Land and by executing this lease, the Tenant releases the Landlord from any and all claims which the Tenant now has or may have in the future in that respect, and admits that it has inspected the Leased Land in their present state and that they are suitable for the Tenant's purposes;

Net Lease

- (m) that this lease shall be a complete carefree net lease to the Landlord as applicable to the Leased Land and the Landlord shall not be responsible during the term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Leased land or its contents except those mentioned in this Lease;

Interpretation

- (n) that this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;
- (o) that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;
- (p) that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (q) all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;
- (r) that the headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or the provisions of it;

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IN WITNESS the parties have signed and sealed this Lease on the day of February, 1991, but made effective as of the 1st day of July, 1990.

The Corporate Seal of THE CORPORATION
OF THE DISTRICT OF SUMMERLAND was
hereunto affixed in the presence of:

MAYOR

CLERK

C/S

The Corporate Seal of THE SUMMERLAND
CHAMBER OF COMMERCE was
hereunto affixed in the presence of:

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

C/S

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LEASE AGREEMENT

THIS AGREEMENT dated for reference the 9 day of June, 2014 is

BETWEEN:

DISTRICT OF SUMMERLAND, PO Box 159, Summerland, BC V0H 1Z0

(the "District")

AND: **KETTLE VALLEY RAILWAY SOCIETY**, Box 1288, Summerland, BC V0H 1Z0

(the "Tenant")

WHEREAS:

A. The District is the registered owner in fee simple of that portion of land legally described as:

Parcel Identifier: 011532157

Legal Description: DL 2886, ODYD

(the "Lands");

B. The District has agreed to lease to the Tenant that portion of the Lands having an area of approximately 1.933 acres (the "Premises"), shown outlined in heavy black on Schedule "A", on the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the rents, covenants, and agreements to be paid, observed, and performed by the Tenant, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged) the District and the Tenant covenant and agree as follows:

1. **Lease** – The District leases the Premises to the Tenant for the Term, and the Tenant leases the Premises from the District for the Term, on and subject to the terms and conditions of this Agreement.
2. **Term** – The term of this Agreement is 3 years (the "Term"), commencing on January 1, 2013 (the "Commencement Date") and expiring on December 31, 2015. ✓
3. **Renewal** – If the Tenant wishes to renew this Agreement, the Tenant may, by providing notice to the District no less than ninety (90) days before the end of the Term, request a renewal of this Agreement. If, upon receiving such request, the District wishes, in its sole discretion, to grant the requested renewal, the District shall provide notice of renewal to the Tenant and upon giving such notice this Agreement shall be renewed, on the same terms and conditions (excluding this renewal provision), for a further term of 3 years.
4. **Rent** – The Tenant shall pay to the District an annual rent of \$1.00 ("Rent"), which amount excludes GST and any other applicable taxes. The Rent shall be payable on the

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Commencement Date and on each anniversary thereof.

5. **Purposes** – The Tenant shall only use and occupy the Premises for the purpose of a maintenance grounds area and a tourism attraction in conjunction with a railway operation, and for no other purpose whatsoever.
6. **Tenant's Covenants** – The Tenant covenants and agrees with the District:
 - (a) to promptly pay when due, Rent and any other amounts required to be paid by it under this Agreement;
 - (b) no to do, suffer, or permit anything in, on, or from the Premises that may be or become a nuisance or annoyance to other occupiers or users of the Lands, or to the owners, occupiers, or users of other land or premises adjacent to or near the Premises, or to the public, including the accumulation of rubbish or unused personal property of any kind;
 - (c) not to do, suffer, or permit any act or neglect that may in any manner directly or indirectly cause injury to the Premises or to the Lands, and not to commit or permit waste to the Premises or to the Lands;
 - (d) to keep and maintain the Premises, and all improvements constructed thereon, in a safe, tidy, and sanitary condition;
 - (e) to take all reasonable precautions to ensure the safety of all persons using the Premises;
 - (f) to keep the Premises free of any rubbish, litter, and debris and keep the areas adjacent to the Premises free of any rubbish, litter, and debris originating from the Premises;
 - (g) not to construct, erect, place, install, or permit, on the outside of any building or structure or other exterior area of the Premises, any poster, advertising sign or display, electrical or otherwise, without first obtaining the written consent of the District's Director of Public Works;
 - (h) to pay to the District all taxes payable in respect of this Agreement;
 - (i) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises, the Tenant's improvements and trade fixtures, and all equipment, furniture and other personal property brought onto the Premises by the Tenant and any business or activity conducted on or from the Premises, including without limitation, all taxes (including property taxes), levies, charges and assessments, permit and license fees, strata fees and levies, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials;

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- (j) to carry on and conduct its activities in, on, and from the Premises in compliance with any and all laws, statutes, enactments, bylaws, regulations, and orders from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on, or from the Premises in contravention thereof;
 - (k) to promptly cause to be discharged any builders lien which may be filed against the title to the Land, and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, work, or other activities undertaken in, on, or to the Premises.
7. **Net Lease** – Without limiting any other provisions in this Agreement, the Tenant agrees that the lease granted herein is absolutely carefree net to the District, and the Tenant must promptly pay when due on its own account and without any variation, set-off, or deduction, all amounts, charges, costs, duties, expenses, fees, levies, rates, sums, taxes, and increases in any way relating to the Premises, including all penalties and interest thereon, whether or not referred to in this Agreement and, to the extent that any such amounts remain unpaid after they come due, the District may pay such amounts on behalf of the Tenant and the amounts so paid by the District shall be immediately due from the Tenant to the District. Without limiting the foregoing, the District shall have no obligations whatsoever to the Tenant concerning the Premises except for the District's express obligations under this Agreement.
 8. **Quiet Possession** – The District shall permit the Tenant, so long as the Tenant is not in default of the Tenant's obligations under this Agreement, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the District or those claiming by, from or under the District, except for the District's express rights under this Agreement to enter upon and use the Premises or to permit others to do so.
 9. **Security** – The District shall have no responsibility whatsoever for the security of the Premises or the Tenant's property on the Premises, the sole responsibility for which rests with the Tenant, and the Tenant hereby releases the District from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Tenant arising from or related to any lack of security at the Premises.
 10. **District Consent for New Improvements and Alterations** – The Tenant shall not make any improvements or alterations to the Premises without the prior written consent of the District, which consent may be withheld in the sole discretion of the District.
 - (a) deliver to the District drawings, elevations (where applicable), specifications (including the materials to be used), location on the Premises, and exterior decoration and design of the Building for the District's consent and approval pursuant to section 10, which drawings and specifications, if required by the District, shall be prepared by and under seal of an appropriately qualified professional engineer or registered architect acceptable to the District.

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Upon receipt of all necessary permits pursuant to (a) and written consent from the District pursuant to (b), the Tenant shall construct the Building expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings, elevations, specifications (including materials to be used), location on the Premises, and exterior decoration and design upon which issuance of the necessary permits and approvals are based.

11. **Minimum Work Standards** – The Tenant shall ensure that any improvements to or work done with respect to the Premises, including any improvements or alterations approved by the District, done by or on behalf of the Tenant comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the District of Summerland.
12. **Repair and Maintenance** – The Tenant shall during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Building or the foundation or structure of the Building) the Premises and the Building, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas, and electric pipes and conduits, and all other fixtures on the Premises and the Building and machinery and equipment used or required in the operation of them, whether or not enumerated in this Agreement, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacement, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Building and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Building was erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Building and aforesaid fixtures, appurtenances, and equipment.
13. **District Not Obligated to Repair** – The District is not obliged to furnish any services or facilities or to make any repairs or alterations in or to the Premises or the Building, and the Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises and the Building.
14. **District May Repair** – If at any time during the Term, the Tenant fails to maintain the Premises and the Building and the fixtures, appurtenances, and equipment of them, both inside and outside, in the condition required by the provisions of section 17, the District through its agents, servants, contractors, and subcontractors may, but will not be obliged to, enter upon those parts of the Premises and the Building required for the purpose of making the repairs required by section 17. The District may make such repairs only after giving the Tenant 30 days' written notice of its intention so to do, except in the case of an emergency

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when no notice to the Tenant is required. Any amounts paid by the District in making such repairs to the Premises or to the Building or any part or parts thereof, together with all costs and expenses of the District, will be reimbursed to the District by the Tenant on demand, plus a 15% administration fee together with interest at the rate specified in section 33.

15. **Damage or Destruction** – The partial destruction or damage or complete destruction by fire or other casualty of the Building will not terminate this Agreement or the lease granted hereunder, or entitle the Tenant to surrender possession of the Premises or the Building or to demand any abatement or reduction of the Rent or other charges payable under this Agreement, any law or statute now or in the future to the contrary.
16. **Partial Destruction of Building** – The Tenant covenants and agrees with the District that, in the event of damage to or partial destruction of the Building, the Tenant, subject to the regulations and requirements of the District of Summerland and any other government authority having jurisdiction, will repair, replace, or restore any part of the Building so destroyed.
17. **Substantial Destruction of Building** – The Tenant covenants and agrees with the District that, in the event of complete or substantially complete destruction of the Building, the Tenant, subject to the regulations and requirements of the District of Summerland and any other government authority having jurisdiction, will reconstruct or replace the Building with a structure comparable to that being replaced.
18. **Repair, Replacement, Restoration in Compliance with Agreement** – Any replacement, repair, or reconstruction of the Building or any part of the Building pursuant to the provisions of sections 20 or 21 will be made or done in compliance with sections 10, 16, and 17 of this Agreement.
19. **Unavoidable Delays** – If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court or tribunal of competent jurisdiction (providing that such order was not issued as the result of any act or fault of the Tenant or of anyone employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable efforts or foresight by the Tenant, the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in the commencement or substantial completion of construction of the Building or repair of the Building or any part of it which under the terms of this Agreement the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the District by a reasonable period of time at least equal to that of such delay or prevention; and the Tenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Agreement within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the District and the Tenant. For the purposes of this section 24, the inability of the Tenant to meet its financial obligations under

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this Agreement or otherwise will not be a circumstance beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant. The Tenant will act diligently and take all reasonable steps of a prudent owner to remove the cause or causes of delay in the commencement or completion of construction of the Building.

20. **Acknowledgements and Agreements of Tenant** – The Tenant acknowledges and agrees that:

- (a) the District has given no representations or warranties with respect to the Premises or the Land, including with respect to the suitability of the Premises for the Tenant's intended use;
- (b) the Tenant leases the Premises on an "as-is" basis and the District has not made any representations, warranties or agreements as to the condition of the Premises (including the subsurface nature or condition of any part of the Premises, or the environmental condition of the Premises);
- (c) it is the sole responsibility of the Tenant to satisfy itself with respect to the condition of the Premises (including the subsurface nature or condition of the Premises and the environmental condition of the Premises), including by conducting any reports, tests, investigations, studies, audits and other inquiries as the Tenant, in its sole discretion, considers necessary in order to satisfy itself as to the condition of the Premises; and
- (d) the District may register a *Builders Lien Act* "notice of interest" against title to the Lands in the land title office.

21. **Insurance Requirements** – The Tenant shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule "B". For clarity, the insurance requirements set out in Schedule "B" are minimum requirements and are not to be interpreted in a manner that limits the Tenant's obligations under this Agreement and the Tenant shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant having similar obligations and interests to those of the Tenant under the terms of this Agreement.

22. **Insurance Certificates** – The Tenant shall promptly, upon the District's request from time to time during the Term, provide the District with certificates of insurance confirming the placement and maintenance of the required insurance.

23. **District May Insure** – If the Tenant fails to insure as required, the District may, after 30 days' notice to the Tenant, effect the insurance in the name and at the expense of the Tenant and the Tenant shall repay the District all costs reasonably incurred by the District within 21 days of receipt of an invoice. For clarity, the District has no obligation to obtain any insurance required to be maintained by the Tenant under this Agreement.

24. **Tenant Indemnity** – The Tenant shall indemnify and save harmless the District, and its officers, employees, contractors, and agents, from and against all claims, actions, damages, liabilities, costs, and expenses in connection with loss of life, personal injury or damage to

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property arising from any occurrence on the Premises, or occupancy or use of the Premises, or caused by or arising from any act or omission of the Tenant, its officers, employees, agents, customers, contractors, or other invitees. This indemnity shall survive the expiry or earlier termination of this Agreement.

25. **District Right to Grant Further Interests** – The District may, from time to time, grant licences, rights of way, easements and other rights and privileges to third parties on, over, under, through, above and across the Land, provided that such privileges do not materially impair the Tenant's rights under this Agreement, and the Tenant agrees to execute such further instruments as may be necessary to give such rights and privileges priority over this Agreement.
26. **Permission to Enter** – The District, by its authorized representative, may enter the Premises at all reasonable times for the purpose of inspecting the Premises and the Tenant's compliance with this Agreement and for the purpose of exercising its other rights under this Agreement.
27. **Payments Generally** – All payments, including interest, required to be made by the Tenant to the District under the terms of this Agreement shall be:
 - (a) payable in lawful money of Canada;
 - (b) paid to the District at the office of the District or at such other place as the District may designate from time to time in writing;
 - (c) made when due hereunder, without the need for prior demand and without any set-off, abatement or deduction;
 - (d) applied towards amounts outstanding in such a manner as the District sees fit; and
 - (e) deemed to be rent (if not Rent), in partial consideration for which this Agreement is entered into, and shall be payable and recoverable as rent, and the District shall have all of the rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent, as the District has for a default in payment of Rent.
28. **Interest** – All payments due by the Tenant to the District under this Agreement shall bear interest at the rate of interest established from time to time by the Royal Bank of Canada, Main Branch, Vancouver, B.C. as the base rate used to determine interest rates charged by it for Canadian dollar loans to customers in Canada designated by them as the "prime rate" plus 6% per annum calculated monthly not in advance from the date due until paid.
29. **Workers Safety and Compensation** – The Tenant shall, in its use of and activities on the Premises, comply with all statutes, regulations, and orders from time to time in force respecting worker safety and compensation, and, upon request from the District, shall provide evidence of any required registration under any statute, regulation, or order

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respecting worker safety and compensation.

30. **Environmental Definitions** – In section 36, the following definitions apply:

- (a) “Contaminants” means:
 - (i) as defined in the *Environmental Management Act* (British Columbia): any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Law;
- (b) “Environmental Law” means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

31. **Environmental Matters** – The Tenant covenants and agrees with the District to:

- (a) carry on and conduct its activities in, on, and from the Premises in compliance with all Environmental Laws;
- (b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from the Premises, except in compliance with all Environmental Laws;
- (c) immediately notify the District of the occurrence of any of the following and provide the District with copies of all relevant documentation in connection therewith:
 - (i) a release of Contaminants in, on or about the Premises, or any adjacent land; or
 - (ii) the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person that is related to any Environmental Law;
- (d) promptly provide to the District a copy of any environmental site assessment, audit, report or test results relating to the Premises conducted at any time by or for the Tenant;

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- (e) if the District suspects that the Tenant has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the District an environmental site assessment, audit, report or testing of the Premises and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend, all in order to determine compliance of the Premises with Environmental Laws; and
 - (f) promptly remove any Contaminants arising from the Tenant's use or occupation of the Premises in a manner that conforms to Environmental Laws governing their removal.
32. **No Assignment or Sublease** – The Tenant may not assign this Agreement or the benefit of this Agreement, or sublet the Premises or any part of the Premises, without the prior written consent of the District, nor may the Tenant charge, mortgage, or encumber, or purport to charge, mortgage, or encumber the Tenant's interest in the Premises or this Agreement without the prior written consent of the District. The District may withhold such consents at its sole discretion and without reason.
33. **Termination Due to Default** – If and whenever:
- (a) the Tenant fails to pay any rent or other amount owing under this Agreement when due, whether or not demanded by the District;
 - (b) the Tenant fails to observe or perform any of its obligations under this Agreement and the Tenant has not, within 7 days after notice from the District specifying the default, cured the default, or if the cure reasonably requires a longer period, the Tenant has not commenced to cure the default within the 7 day period and thereafter does not diligently pursue the cure of such default;
 - (c) re-entry is permitted under other terms of this Agreement;
 - (d) without the consent of the District, the Premises are vacant or the Tenant fails to operate its business within the Premises for 10 days or more;
 - (e) a receiver is appointed to control the conduct of the business of the Tenant on or from the Premises;
 - (f) the Tenant becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors;
 - (g) proceedings are instituted for the winding-up or termination of the corporate existence of the Tenant;
 - (h) without the consent of the District, the Tenant abandons or attempts to abandon the Premises or disposes of the bulk of its goods and chattels on the Premises;
 - (i) the Term or any of the goods or chattels on the Premises are at any time seized or

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taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage; or

- (j) the Tenant permits a builders lien to arise in respect of the Lands and to remain registered against title to the Lands for more than 60 days,

then the District may re-enter and take possession of the Premises as though the Tenant or other occupant was holding over after the expiration of the Term and this Agreement may, at the District's option, be immediately terminated by notice left at the Premises.

34. **Right to Relet** – If the District re-enters the Premises, it may, at its option and without terminating the Tenant's rights, make alterations and repairs to facilitate reletting and relet the Premises, or any part, as the Tenant's agent for such period of time and at such rent and on such other terms and the District wishes. Upon reletting, all rent and monies received by the District shall be applied, first, to the payment of indebtedness other than Rent due from the Tenant to the District, second to the payment of costs and expenses of the reletting including brokerage, legal and repair expenses, and third to the payment of Rent due and unpaid under this Agreement. The residue, if any, shall be applied to the payment of future rent as it becomes due and payable. If at any time the rent received from the reletting is less than the Rent, the Tenant shall pay the deficiency to the District to be calculated and paid monthly.
35. **Re-Entry** – No re-entry or entry shall be construed as an election by the District to terminate this Agreement unless a written notice of intention to terminate is given to the Tenant (which may be given by way of notice left at the Premises). Despite a reletting without termination, the District may elect at any time to terminate this Agreement for a previous breach.
36. **Distress** – If and whenever the Tenant is in default of the payment of any money, including rent, whether expressly reserved by this Agreement or deemed as rent, the District may without notice or any form of legal process whatsoever, enter the Premises and seize, remove and sell the Tenant's goods, chattels and equipment and seize, remove, and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on the Premises, notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the District's right of distress.
37. **State of Premises Upon Termination** – Upon the expiry or earlier termination of this Agreement, the Tenant shall leave the Premises in a good, neat and tidy condition and otherwise in the condition they are required to be kept by the Tenant during the Term under the provisions of this Agreement. If the Tenant does not do so, the District may do so on behalf of the Tenant and any amounts paid by the District in putting the Premises into the condition required, together with all costs and expenses of the District, will be reimbursed to the District by the Tenant on demand, plus a 15% administration fee together with interest at the rate specified in section 33. The District's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.

38. **Ownership of Improvements during Term and at Termination** – The District and the Tenant agree that the title to and ownership of all buildings, structures, and improvements on the Premises, including the Building, and all alterations, additions, changes, substitutions, or improvements thereto will at all times during the Term be vested in the Tenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of them in the owner of the freehold. Upon the expiry or earlier termination of this Agreement, all buildings, structures, and improvements on the Premises, and all alterations, additions, changes, substitutions, or improvements thereto, shall, without compensation to the Tenant, become the permanent property of the District, though the District shall have the option of requiring or compelling the Tenant to remove the improvements in accordance with section 44 of this Agreement.
39. **Required Improvement Removal** – Notwithstanding anything to the contrary in this Agreement, the District may, by providing written notice to the Tenant within 21 days following termination or expiry of this Agreement, require that the Tenant remove any or all improvements done by or on behalf of the Tenant during the Term. Upon such notice, the specified improvements shall become the property of the Tenant and the Tenant shall remove such improvements within 21 days of receipt of such notice, failing which the District may, without notice or compensation to the Tenant, dispose of such improvements as it sees fit and the Tenant shall reimburse the District for its costs of doing so (including a 15% administration fee) within 21 days of receipt of an invoice from the District. The District's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.
40. **Remedies Cumulative** – No reference to or exercise of any specific right or remedy by the District shall prejudice or preclude the District from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the District may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District is entitled to commence and maintain an action against the Tenant to collect any Rent not paid when due, without exercising the option to terminate this Agreement.
41. **Holding Over** – If the Tenant continues to occupy the Premises after the expiration of the Term, then, without any further written agreement, the Tenant shall be a monthly lessee paying monthly rent in an amount determined by the District and subject always to the other provisions in this Agreement insofar as the same are applicable to a month-to-month tenancy and nothing shall preclude the District from taking action for recovery of possession of the Premises.
42. **Lease Not in Registrable Form** – The District is under no obligation to at any time deliver this Agreement or any instrument creating this Agreement to the Tenant in a form registrable under the *Land Title Act* (British Columbia).

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43. **Waiver or Non-Action** – Waiver by the District of any breach by the Tenant of any of its obligations under this Agreement shall not be considered to be a waiver of any subsequent default or continuing default by the Tenant. Failure by the District to take any action in respect of any breach of any Tenant obligation under this Agreement by the Tenant shall not be considered to be a waiver of such obligation.
44. **Conditions** – All of the Tenant's obligations under this Agreement shall be deemed and construed to be both conditions and covenants as though the words specifically expressing covenants or conditions or used in each separate provision respecting each such obligation.
45. **No Joint Venture** – Nothing contained in this Agreement creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Tenant any power or authority to bind the District in any way.
46. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
 - (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;
 - (c) an "enactment" is a reference to an enactment as that term is defined in the Interpretation Act (British Columbia) on the day this Agreement is made;
 - (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
 - (e) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
 - (f) a "party" is a reference to a party to this Agreement;
 - (g) time is of the essence; and
 - (h) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".
47. **Notices** – Where any notice, request, direction or other communication (any of which is a "Notice") is to be given or made by a party under the Agreement, it shall be in writing and is effective if delivered in person or sent by mail to the address above. A Notice is deemed given if delivered in person, when delivered or if by mail, 5 days following deposit with Canada Post. A party may change its address or fax number by giving notice to the other party under this section.

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48. **District Discretion** – Wherever in this Agreement the approval or consent of the District is required, some act or thing is to be done to the District's satisfaction, the District is entitled to form an opinion, or the District is given the sole discretion:
- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the District or its authorized representative;
 - (b) the approval, consent, opinion or satisfaction is in the discretion of the District, acting reasonably;
 - (c) sole discretion is deemed to be the sole, absolute and unfettered discretion of the District; and
 - (d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion.
49. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the District's rights and powers in the exercise of its functions under the *Community Charter* (British Columbia), the *Local Government Act* (British Columbia), or any other enactment to the extent the same are applicable to the Premises, all of which may be fully and effectively exercised in relation to the Premises as if this Agreement had not been fully executed and delivered.
50. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
51. **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.
52. **Law of British Columbia** – This Agreement shall be construed according to the laws of the Province of British Columbia.
53. **Counterparts** – This Agreement may be executed by the parties in counterpart, and the counterparts may be delivered in facsimile.
54. **Schedules** – The following are the Schedules to this agreement and form an integral part of this Agreement:
- Schedule "A" – Reduced Copy of Plan
 - Schedule "B" – Insurance Requirements
55. **Entire Agreement** – The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with

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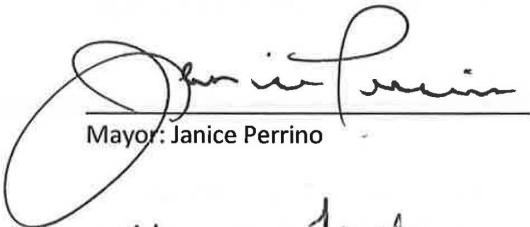
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respect to the subject matter of the Agreement.

As evidence of their agreement to be bound by the above terms, the District and the Tenant have each executed this Agreement below on the respective dates written below:

DISTRICT OF SUMMERLAND by its authorized signatories:



Mayor: Janice Perrino

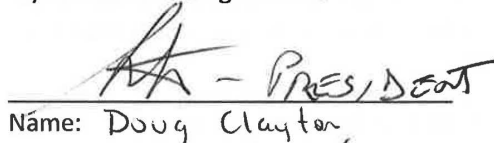


Corporate Officer:

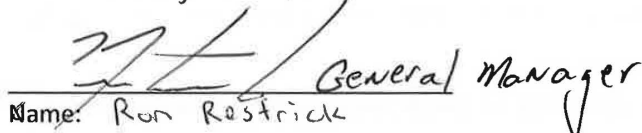
Date: JUNE 13, 2014

KETTLE VALLEY RAILWAY SOCIETY

by its authorized signatories:



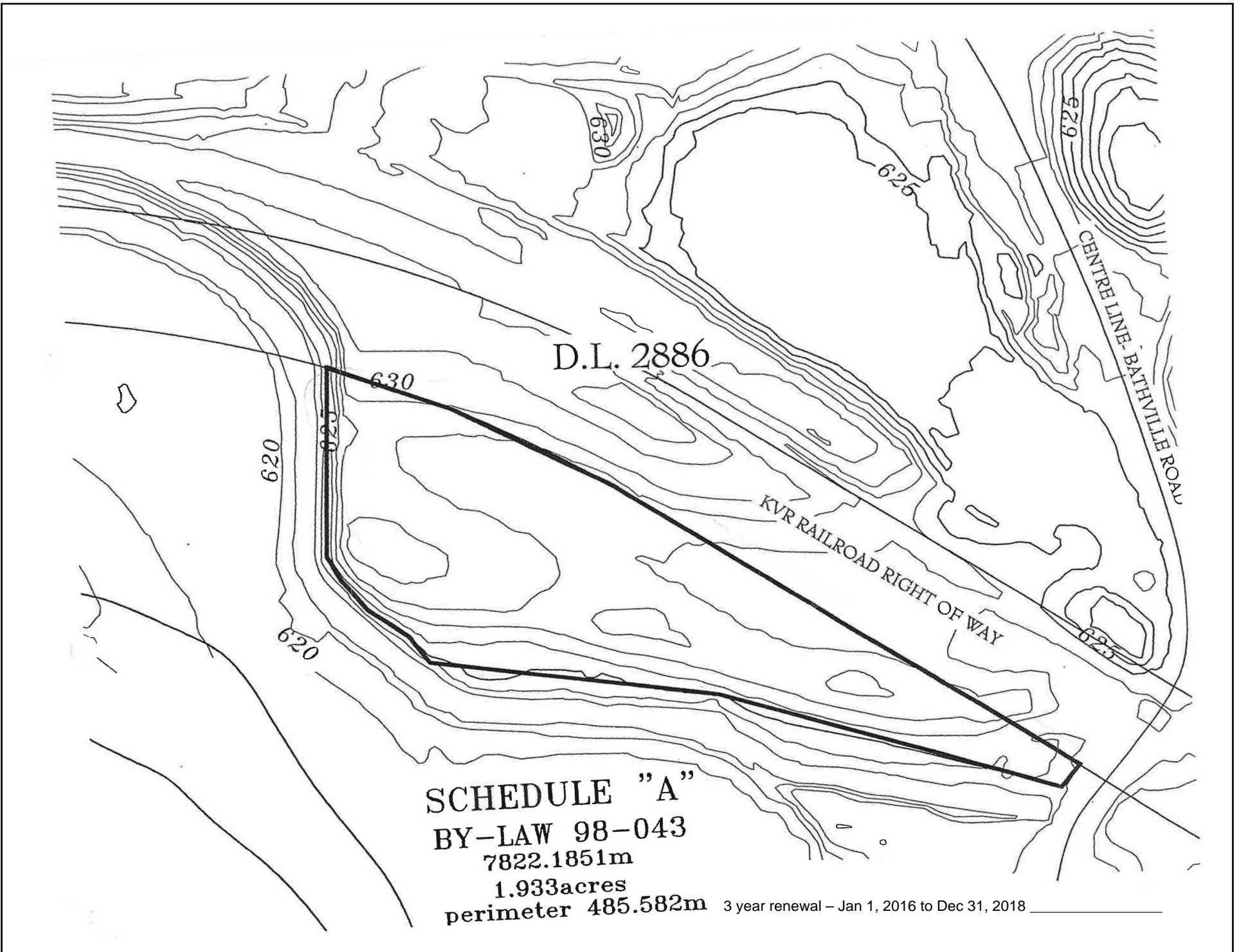
Name: Doug Clayton



Name: Ron Restrick

Date: June 12 2014

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SCHEDULE "B"

Insurance Requirements

The Tenant shall obtain and maintain:

- (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Tenant's use and occupation of the Premises in an amount of not less than \$5,000,000.00 per occurrence (or in such greater amount as may be required from time to time by the District);
- (b) course of construction insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the construction of the Building and any other building or structure on the Premises, to an amount reasonably satisfactory to the District;
- (c) "all risks" property insurance for replacement cost of all of the Tenant's improvements, personal property and fixtures that are in the nature of trade fixtures; and
- (d) any other form or forms of insurance that the District may reasonably require from time to time in such amounts and for such perils against which a prudent tenant acting reasonably would protect itself in similar circumstances.

All policies of insurance required to be taken out by the Tenant shall be with companies satisfactory to the District and shall, unless otherwise approved in writing by the District:

- (a) name the District as an additional insured;
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Tenant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the District and that any coverage carried by the District is in excess coverage;
- (e) not be cancelled or materially modified without the insurer providing the District with 30 days written notice stating when such cancellation is to be effective or identifying the modification;
- (f) not include a deductible greater than \$5,000.00 per occurrence;
- (g) include a cross liability clause; and
- (h) be on other terms acceptable to the District, acting reasonably.

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THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: March 29, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Kris Johnson, Director of Works & Utilities
SUBJECT: 2016 BikeBC Funding Application

STAFF RECOMMENDATION:

That Council pass the following resolution:

THAT the submission of a BikeBC funding application for the Trans Canada Trail Upgrade at Fenwick Road be approved.

PURPOSE:

To provide Council with information on the enhanced design and obtain approval to submit the 2016 BikeBC Funding application for this project.

BACKGROUND:

The Ministry of Transportation and Infrastructure is currently accepting applications under the 2016 BikeBC Funding program. Details regarding the funding program are attached in Schedule B. Note that the applications are due April 8, 2016.

DISCUSSION:

Original Design

From the Fenwick Road access, the Trans Canada Trail follows the old flume line along Mount Conkle to the Summerland Rodeo Grounds. In 2015, upgrades to 150m of the trail were designed to address the steep grade and poor sightlines at the 90 degree corner located 120m from the trailhead. This included:

- Re-grading the trail including any bedrock hammering and removal
- Establishing a consistent 3.0m trail width
- Lengthening the existing culvert that crosses under this section of trail
- Placing gravel to improve the trail surface.

This work is a carry forward item in the 2016 budget. Refer to Schedule A which outlines the original project limits in red.

Revised Design

Upon review of the original design, a revised design was prepared to expand the project to include other improvements:

- Continue the re-grading work from the original project limits to the trail head at Fenwick Road to establish a consistent 3.0m trail width and place gravel (shown on Schedule A in orange).

- Pave 270m of trail from the trailhead up to and including the original design limits.
- Re-grade and pave 150m of Fenwick Road from Fyffe Road to the trail head including pavement marking to establish a bicycle lane (shown on Schedule A in green).

Staff met with Henry Sielmann of the TransCanada Trail Society and Trails of the Okanagan to discuss the application for this project under the BikeBC Funding program. A letter of support will be provided by both groups in support of this project and included in our funding application.

Trails & Cycling Network Master Plan

As part of the Asset Management Plan project to be complete in 2016, a Trails & Cycling Network Master Plan will be completed. This will allow future trails projects to be identified and prioritized so the District can capitalize on funding programs such as this one.

FINANCIAL IMPLICATIONS:

Current budget includes \$30,000 for this project and the cost of the additional items is estimated to be \$ 50,000 for a total project cost of \$80,000. Therefore, if our funding application is successful, the District will be responsible for 50% or \$40,000.

The District is currently holding \$23,760 for road upgrades to Fenwick Road that were received as part of a Development Variance Permit for 11003 Fenwick Road and could be used to fund these improvements. Therefore no additional funds are required to be allocated for the District's share of this project.

SUPPORTING DOCUMENTS:

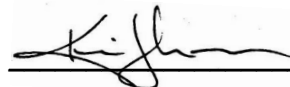
Project Location map is attached in Schedule A.

BikeBC funding eligibility information is attached in Schedule B.

OPTIONS:

1. Move the motion as recommended by staff.
2. Refer back to staff for other options.

Respectfully Submitted,



*Kris Johnson, P.Eng.
Director of Works & Utilities*

Approved for Agenda



Linda Tynan, CAO

SCHEDULE A - Project Location



SCHEDULE B

BikeBC Funding Eligibility

The Province provides financial assistance for new infrastructure which forms part of a municipality, regional district, or First Nations community's adopted bicycle network plan.

Eligible projects include those that encourage transportation cycling by accelerating the development of new cycling infrastructure. The focus of the BikeBC program is on cycling for transportation purposes which includes cycling trips to and from work, school, tourism and errands.

Approval from council or board authorizing the project to proceed must be included with your application. The most common way is to provide a photocopy of the meeting minutes where the project is discussed. A resolution is also acceptable.

- [Apply for funding once your project meets eligibility requirements](#)

Here are some examples of projects we've funded.

- [Funded projects](#)

Eligible Proposals

Eligible proposals need to demonstrate that the project:

- Is a **new** project
- Is part of an adopted bicycle network plan
- Is ready for construction and can be completed within one year of funding approval (shelf-ready)
- Promotes transportation (commuter) cycling
- Helps to reduce traffic congestion
- Helps to reduce greenhouse gas (GHG) emissions
- Provides a safe cycling environment

Non-Eligible Proposals

Non-eligible proposals include, but are not limited to, projects that:

- Are not part of an adopted bicycle network plan
- Have not completed design work and public consultations (not shelf ready)
- Emphasize recreational cycling
- Do not remove a motor vehicle trip
- Create an unsafe or illegal cycling environment (for example, contravene the *Motor Vehicle Act*)
- Have already been constructed or are committed to

Eligible Costs

BikeBC will assist local governments in expanding their cycling network by funding up to 50% of eligible cost-shareable capital work. The Province's 50% share is calculated once all third party contributions have been deducted from the total capital cost of the project.

Typical cost-shareable items are labour and material costs for:

- Engineering
- Construction
- Project management
- Pavement markings
- *Intersection lighting
- *Cyclist actuated signals and duct works
- Cyclists actuation (loops and push buttons)
- Traffic calming devices
- Bridge structures
- Retaining walls
- Fencing (only where required for safety)
- Utility relocation
- Guardrails
- *Catch basins and utility access basins
- Traffic control

*Where warranted for cyclists and normally part of an overall cycling construction project

Ineligible Costs

Some non cost-shareable items include:

- Property acquisition
- Administration / overhead
- Educational or promotional signage
- Landscaping
- Interlocking pavers
- Maintenance works
- Cycling facilities that contravene the *Motor Vehicle Act* (for example facilities on one side of the road only)
- Parking facilities for automotive vehicles

Other Funding Considerations

If a third party, including another Provincial agency, is contributing to a project, that contribution must be deducted from the project's total eligible cost and the CIPP share calculated on the balance.

Approved projects must adhere to the design and route submitted to receive payment. Changes proposed after a contribution agreement is signed must be approved by the ministry prior to construction, although approval is not guaranteed.

Project Selection

Proposals are selected using a priority ranking system to determine which applications best meet the program's goal of encouraging transportation cycling, creating healthy living environments, reducing traffic congestion and greenhouse gas emissions through safe and effective cycling infrastructure.

Funding for projects is awarded based on the following:

- Community's support for healthy living and physical fitness
- Enhancing tourism cycling
- Cost effectiveness
- Safety
- Ridership
- Facility type
- Catchment population size
- Timing
- Multimodal connections
- Proponent's priority
- Endorsement letters
- Connection to Gateway Program

B.C. on the Move

Cycling promotes health and fitness, and helps reduce greenhouse-gas emissions and traffic congestion.

- [Learn how we're encouraging cycling in B.C.](#)

Healthy Communities

- [HealthyFamilies BC](#)
- [BC Recreation and Parks Association](#)
- [BC Healthy Communities](#)
- [Bike to Work](#)
- [Hub for Active School Travel](#)

Useful Contacts

Contact us if you have questions about funding for cycling infrastructure.

Telephone: 250 356-5306

Mailing Address: 5D - 940 Blanshard Street, PO Box 9850 STN PROV GOV, Victoria, BC V8W 9T5

[Email](#)

THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2016-005

**A BYLAW TO AMEND 'ZONING BYLAW NUMBER 2000-450'
TO INCREASE THE MAXIMUM GROSS FLOOR AREA OF A CARRIAGE
HOUSE FOR LOTS OVER 1,000M²**

The Municipal Council of the Corporation of the District of Summerland, in open meeting assembled, enacts as follows:

1. THAT Summerland Zoning Bylaw No. 2000-450 as amended, be further amended, as follows:

Subsection 7.4.1(c) be amended as follows:

- (c) the maximum *Gross Floor Area* of a *Carriage House* is no more than 60.0m² except for lots over 1,000m² in which case the maximum *Gross Floor Area* is no more than 90.0m².

2. This bylaw may be cited as "Bylaw No. 2016-005, Amendment of Zoning Bylaw Number 2000-450 (Carriage House)".

Read a first time this 14th day of March, 2016.

Considered at a Public Hearing this ____ day of ____, 2016.

Read a second time this ____ day of ____, 2016.

Read a third time this ____ day of ____, 2016.

Approved pursuant to section 52(3) (a) of the Transportation Act this

for Minister of Transportation and Infrastructure

Adopted by the Municipal Council of the Corporation of the District of Summerland this ____ day of ____, 2016.

Mayor

Corporate Officer



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: March 14, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Ian McIntosh, Director of Development Services
SUBJECT: Carriage House regulations

STAFF RECOMMENDATION:

That Council pass the following resolution(s):

1. *THAT 'Bylaw No. 2016-005, Amendment of Zoning Bylaw Number 2000-450 (Carriage House)' be given first reading.*
2. *THAT a Public Hearing be set for March 29, 2016 for Bylaw No. 2016-005, Amendment of Zoning Bylaw Number 2000-450 (Carriage House).*

PURPOSE:

To consider adjusting the carriage house regulations to allow larger carriage houses on larger lots in Summerland.

BACKGROUND and DISCUSSION:

The BC Building Code limits the size of a secondary suite to 90m² (968ft²). Many municipalities use that same size limit for carriage houses. The District of Summerland recently allowed carriage houses through zoning amendments. In an effort to move in a conservative manner, the size limitation was set at 60m² (645ft²). This is the typical size of a two car garage or small apartment. Secondary suites in Summerland are allowed to be 90m².

The District has processed three variance permit applications to increase the size of a carriage house. All were approved by Council. When the first application was considered by Council there was a suggestion that the maximum size of a carriage house be increased for large lots.

The zoning bylaw allows lots as small as 275m² (3000ft²). Lots range from there up to the largest minimum size in the RSD3 zone at 1000m² (10,800ft²). The lots approved for variances were 1990m², 2144m² and 2790m² in size.

It appears reasonable to consider increasing the maximum size of a carriage house for any lot over 1000m². That would limit smaller lots with the minimum area to a typical two car garage but allow larger existing, or new lots, to have a larger carriage home. Allowing a 90m² carriage house in some circumstances would align our regulations more closely with other jurisdictions. The proposed amendment is as follows:

That section 7.4.1 (c) be amended as follows:

- (c) the maximum *Gross Floor Area* of a *Carriage House* is no more than 60.0m² *except for lots over 1,000m² in which case the maximum Gross Floor Area is no more than 90.0m².*

Circulation

This application was circulated to District staff. No issues specific to the proposed text amendment has been identified.

This application was also presented to the Advisory Planning Commission meeting held on February 6, 2016. The reasons for the proposed amendment were discussed. A conservative approach was discussed whereby increases in Carriage House size would require a Development Variance Permit from council so adjacent property owners would be consulted when a larger carriage house was desired. After reviewing the application and hearing from the public in attendance and support staff, the Commission passed the following recommendation:

That the Advisory Planning Commission recommends leaving the regulations as they are and deal with size issues on a case by case basis through the existing Development Variance Permit process.

LEGISLATION and POLICY:

Section 7.4 of the zoning bylaw deals with carriage homes and is attached as Schedule A.

FINANCIAL IMPLICATIONS:

There are no financial implications other than a slight increase in building permit fees for larger carriage homes and reduced variance permit application fees.

SUPPORTING DOCUMENTS:

Bylaw No. 2016-005, Amendment of Zoning Bylaw Number 2000-450 (Carriage House).

CONCLUSION:

Council expressed a wish to have staff consider amending the zoning bylaw to allow for larger carriage houses on larger lots in Summerland. In an effort to move in a conservative fashion, staff are recommending that larger carriage homes be limited to larger lots in Summerland.

The Advisory Planning Commission favoured leaving the regulations as they are and deal with size issues through the Development Variance Permit process. This approach would allow neighbouring property owners to provide their comments if a larger carriage house was proposed. Staff appreciate both approaches but believe allowing larger carriage houses on larger lots is reasonable.

OPTIONS:

1. Move the motion as recommended by staff.
2. Abandon the amending bylaw.
3. Refer back to staff for other options.

Respectfully Submitted,



Ian McIntosh
Director of Development Services

Approved for Agenda



Linda Tynan, CAO

Schedule A – Current zoning regulations regarding carriage houses

7.4 Carriage Houses

7.4.1 *Carriage Houses*, where permitted in this Bylaw as an *Accessory Use*, shall comply with the following regulations:

- (a) *Carriage Houses* shall be limited to *Lots* having *Full Urban Services*;
- (b) *Carriage Houses* are not permitted on a *Lot* where a *Secondary Suite* is located;
- (c) the maximum *Gross Floor Area* of a *Carriage House* is no more than 60.0m²
- (d) where a *Carriage House* is sited closer to a *Rear Property Line* than the required *Setback* for the *Principal Use*, any windows facing the rear or side *Interior Property Lines* must have a sill *Height* no lower than 1.5m above the finished floor elevation;
- (e) a continuous unobstructed and lighted area of not more than 45.0m in length, with a minimum width of at least 1.5m and vertical headroom clearance of at least 2.4m, is provided from the fronting *Street* to the principal entrance serving the *Carriage House* and to the rear lane where a lane exists, or to the *Flanking Street* on a *Corner Lot*;

THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2016-006

**A BYLAW TO AMEND 'SUMMERLAND OFFICIAL COMMUNITY
PLAN BYLAW NO. 2014-002'
(1109 STONOR STREET)**

The Municipal Council of the Corporation of the District of Summerland, in open meeting assembled, enacts as follows:

1. THAT Official Community Plan Bylaw No. 2014-002 be amended to:
 - a. Change the designation of the land shown as PARK on Plan EPP51738 from Low Density Residential to Parks, as outlined on the attached map Schedule A; and
 - b. Designate the portion of DL 4702 ODYD, Except Plan KAP59863, Ex Pt DEC OIC 2876 & 1752 Summerland Experimental Farm Entomology Station MJR 62023 1987 Spectra to Parks, as outlined on the attached map Schedule A.
2. THAT each reading of this bylaw has received a majority vote of the full Municipal Council pursuant to Section 477(2) of the *Local Government Act*.
3. This bylaw may be cited as "Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street)."

Read a first time this 14th day of March, 2016.

Considered at a Public Hearing this ____ day of _____, 2016.

Read a second time this ____ day of _____, 2016.

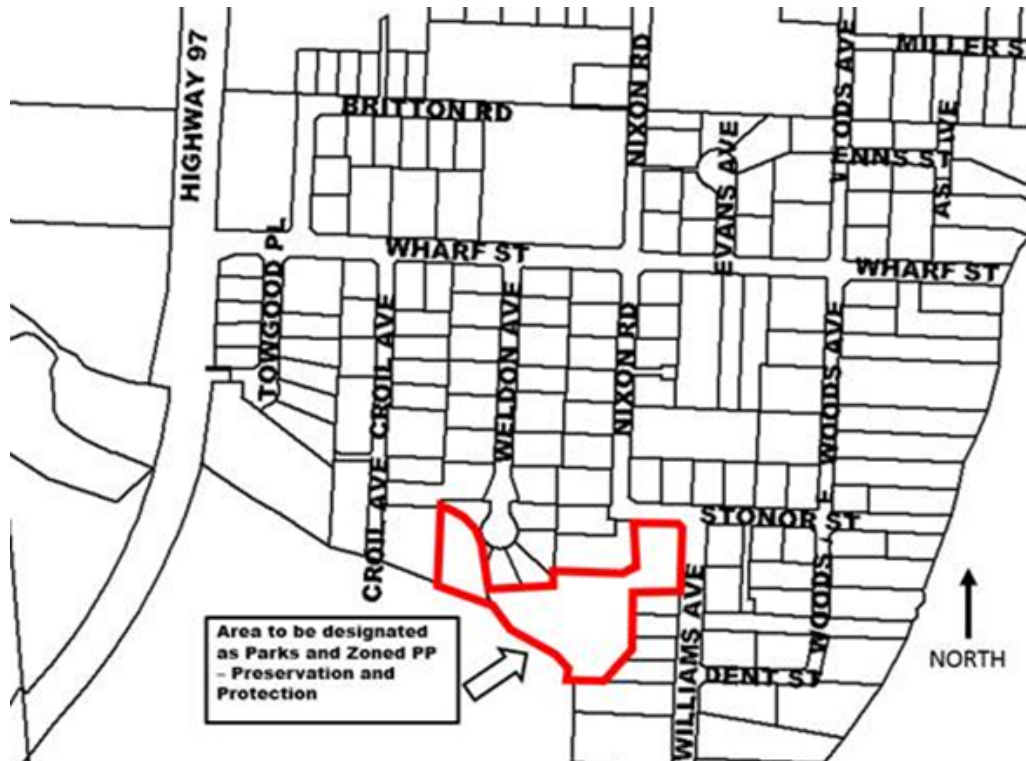
Read a third time this ____ day of _____, 2016.

Adopted by the Municipal Council of the District of Summerland this ____ day of _____, 2016.

Mayor

Corporate Officer

SCHEDULE 'A' TO BYLAW 2016-006





CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: March 14, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Ian McIntosh, Director of Development Services
SUBJECT: OCP amendment and Rezoning of dedicated park at 1109 Stonor Street and portion of federal land

STAFF RECOMMENDATION:

That Council pass the following resolution(s):

1. *THAT "Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street)" be given first reading.*
2. *THAT "Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street)" be given first reading.*
3. *THAT a Public Hearing be set for March 29, 2016 for Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street), and Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street).*

PURPOSE:

To amend the OCP and zoning bylaws to designate and zone this newly dedicated parkland and portion of federal land to PP - Preservation & Protection.

BACKGROUND and DISCUSSION:

The property at 4816 Nixon Road was subdivided into 11 lots in October of 2015. A map showing this property is attached as schedule A. This subdivision included dedication of 1.0ha (2.5ac) of land as park due to environmental values. An environmental assessment was carried out during the subdivision process that identified Lewis' Woodpecker habitat in the area that requires protection.

Now that the subdivision plan has been registered, it is appropriate to amend the OCP and the zoning bylaw to reflect the land use of this parcel.

An orphan portion of crown land that used to be the Trout Creek bed has never been designated a land use, or zoned, since the creek was realigned. This

portion of land should also be designated park and zoned for preservation and protection.

OCP

The OCP includes the following with respect to the Parks designation.

"The parks designation includes publicly- or privately-owned lands or lands the District wishes to acquire in the future. These uses include beaches, playing fields, passive or natural parks, trails, public boat launches, rodeo grounds, cemeteries and publicly or privately-owned golf courses."

Policy 7.3.4.8 notes the District will *"Identify and pursue public park dedications where existing park development has the potential to preserve, complement, or link together sensitive ecosystems. In addition, ensure that recreational access into sensitive ecosystems will not compromise the habitat and ecological function of these areas."*

Zoning

The zoning bylaw describes the purpose of the Preservation and Protection zone:

"To provide a zone to protect land areas in the community that have significant environmental value, are endangered natural habitat or are undevelopable due to topographical or environmental constraints. Lands must be designated as Environmentally Sensitive Development Permit Areas or High Hazard Development Permit Areas under the District's Official Community Plan."

This area is in the District's Environmentally Sensitive Development Permit Area and has been identified through an environmental assessment as protected Lewis' Woodpecker habitat. The portion of the property adjacent to Trout Creek is also in the Watercourse Development Permit Area.

Circulation

This application will be circulated to neighbouring properties as required.

This application was also presented to the Advisory Planning Commission meeting held on February 26, 2016. After reviewing the application the Commission passed the following recommendation.

That the Advisory Planning Commission recommends support of the application as presented.

This application has been referred to MoTI as the property is within 800m of an intersection with a controlled access highway (Hwy 97).

Section 475 of the Local Government Act requires council to consider whether consultation on this OCP amendments are required with the RDOS, adjacent municipalities, first nations or other Provincial agencies or Federal agencies. Staff are suggesting the nature of this bylaw does not require consultation with these agencies. District staff are therefore satisfied that all appropriate consultation has taken place. The requirements of Section 475 - Consultation

during OCP development of the Local Government Act have therefore been fulfilled.

The proposed bylaw amendment has been forwarded to the Okanagan Skaha School District 67 for consultation. The requirements of Section 476 – Planning of School Facilities have therefore been fulfilled.

The proposed bylaw amendment has been considered in conjunction with the District of Summerland's financial plan and waste management plan. The requirements of Section 477 – Adoption procedures have therefore been fulfilled.

FINANCIAL IMPLICATIONS:

There are no financial implications with respect to these bylaws.

SUPPORTING DOCUMENTS:

1. Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street).
2. Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street).

CONCLUSION:

This newly dedicated parkland should be designated on the OCP and rezoned to reflect the sensitive environmental values in this area.

OPTIONS:

1. Move the motion as recommended by staff.
2. Refer back to staff for other options.

Respectfully Submitted,



Ian McIntosh
Director of Development Services

Approved for Agenda

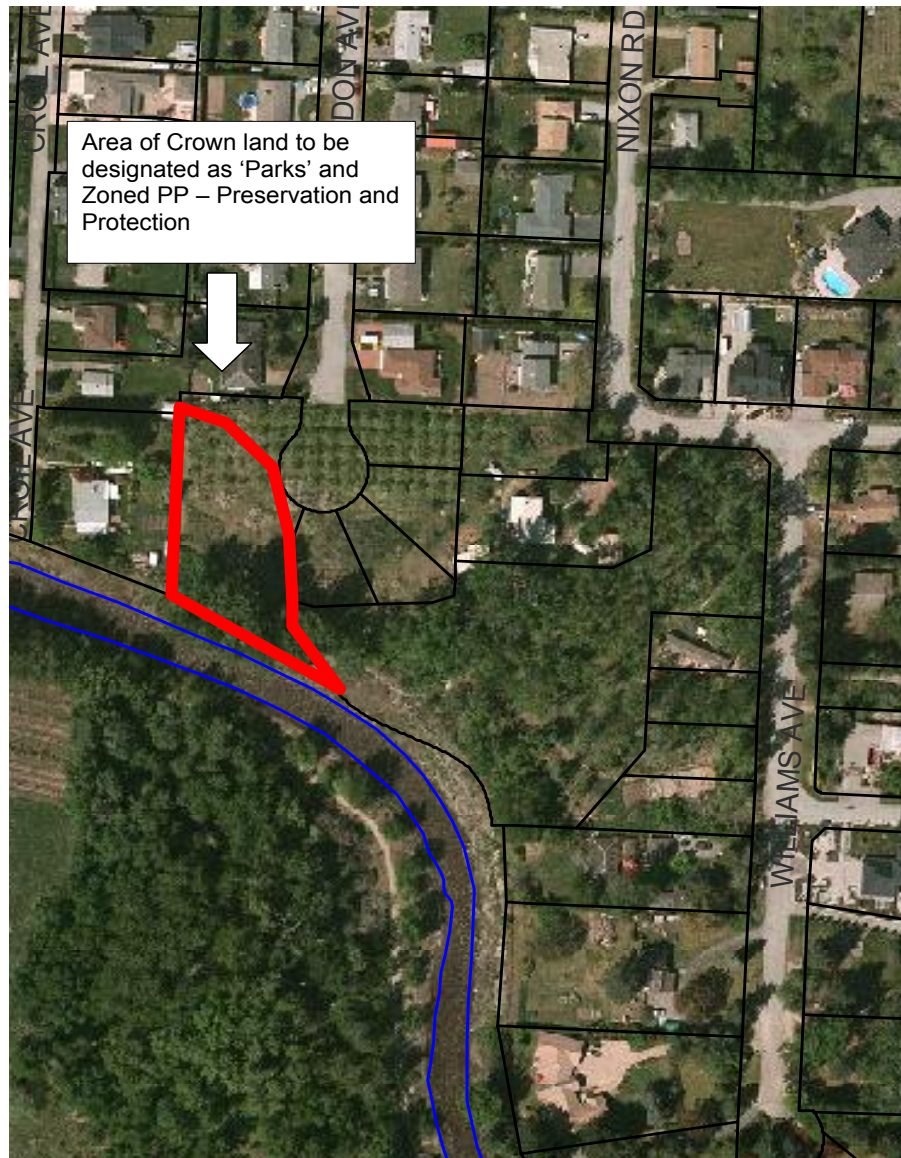


Linda Tynan, CAO

Schedule A – Map showing subject property



Schedule B – Crown Land



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THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2016-007

**A BYLAW TO AMEND 'ZONING BYLAW NUMBER 2000-450'
TO REZONE THE DEDICATED PARK (1109 STONOR STREET) FROM
RSD2-RESIDENTIAL LARGE LOT TO PP-PRESERVATION &
PROTECTION, AND TO ZONE THE SUMMERLAND EXPERIMENTAL
FARM ENTOMOLOGY STATION TO PP-PRESERVATION &
PROTECTION**

The Municipal Council of the Corporation of the District of Summerland, in open meeting assembled, enacts as follows:

1. THAT Schedule 'B' of District of Summerland Zoning Bylaw Number 2000-450 be amended by changing the zoning classification of the dedicated park as shown as PARK on Plan EPP51738 from RSD2-Residential Large Lot to PP-Preservation & Protection, as outlined on the attached map Schedule A.
2. THAT Schedule 'B' of District of Summerland Zoning Bylaw Number 2000-450 be amended by zoning the portion of DL 4702 ODYD, Except Plan KAP59863, Ex Pt DEC OIC 2876 & 1752 Summerland Experimental Farm Entomology Station MJR 62023 1987 Spectra to PP-Preservation & Protection, as outlined on the attached map Schedule A.
3. This bylaw may be cited as "Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street)".

Read a first time this 14th day of March, 2016.

Considered at a Public Hearing this ____ day of ____, 2016.

Read a second time this ____ day of ____, 2016.

Read a third time this ____ day of ____, 2016.

Approved pursuant to section 52(3) (a) of the Transportation Act this
___ day of ____, 2016.

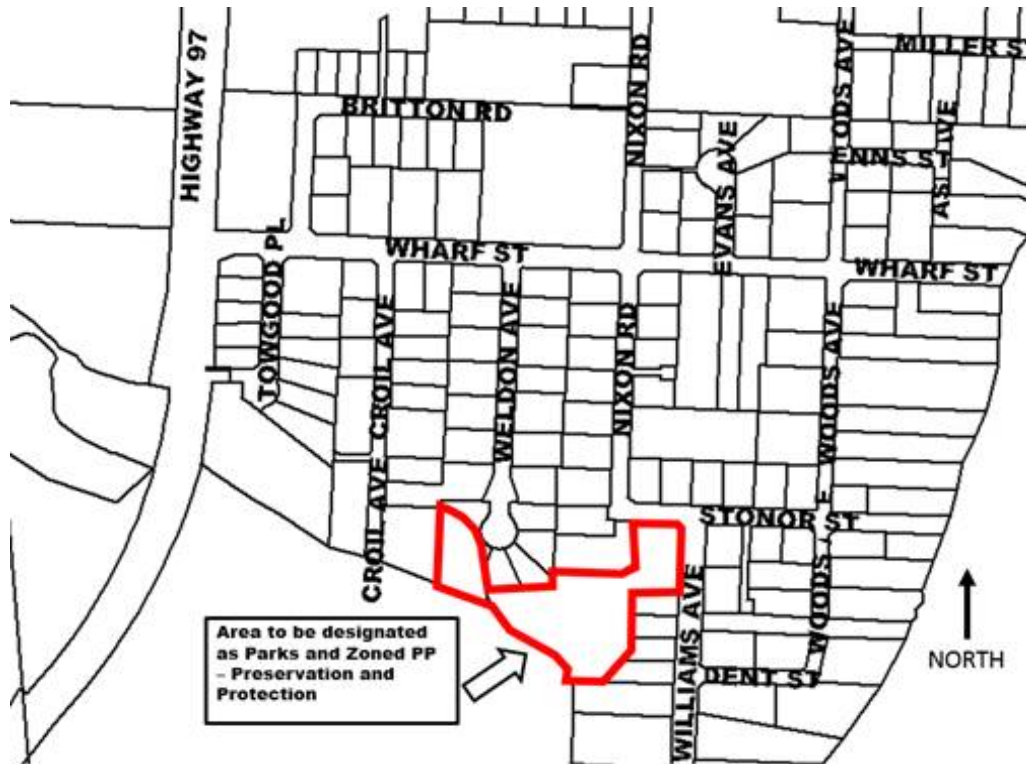
for Minister of Transportation and Infrastructure

Adopted by the Municipal Council of the Corporation of the District of Summerland this
___ day of ____, 2016.

Mayor

Corporate Officer

SCHEDULE 'A' TO BYLAW 2016-007





CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: March 14, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Ian McIntosh, Director of Development Services
SUBJECT: OCP amendment and Rezoning of dedicated park at 1109 Stonor
Street and portion of federal land

STAFF RECOMMENDATION:

That Council pass the following resolution(s):

1. *THAT "Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street)" be given first reading.*
2. *THAT "Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street)" be given first reading.*
3. *THAT a Public Hearing be set for March 29, 2016 for Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street), and Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street).*

PURPOSE:

To amend the OCP and zoning bylaws to designate and zone this newly dedicated parkland and portion of federal land to PP - Preservation & Protection.

BACKGROUND and DISCUSSION:

The property at 4816 Nixon Road was subdivided into 11 lots in October of 2015. A map showing this property is attached as schedule A. This subdivision included dedication of 1.0ha (2.5ac) of land as park due to environmental values. An environmental assessment was carried out during the subdivision process that identified Lewis' Woodpecker habitat in the area that requires protection.

Now that the subdivision plan has been registered, it is appropriate to amend the OCP and the zoning bylaw to reflect the land use of this parcel.

An orphan portion of crown land that used to be the Trout Creek bed has never been designated a land use, or zoned, since the creek was realigned. This

portion of land should also be designated park and zoned for preservation and protection.

OCP

The OCP includes the following with respect to the Parks designation.

"The parks designation includes publicly- or privately-owned lands or lands the District wishes to acquire in the future. These uses include beaches, playing fields, passive or natural parks, trails, public boat launches, rodeo grounds, cemeteries and publicly or privately-owned golf courses."

Policy 7.3.4.8 notes the District will *"Identify and pursue public park dedications where existing park development has the potential to preserve, complement, or link together sensitive ecosystems. In addition, ensure that recreational access into sensitive ecosystems will not compromise the habitat and ecological function of these areas."*

Zoning

The zoning bylaw describes the purpose of the Preservation and Protection zone:

"To provide a zone to protect land areas in the community that have significant environmental value, are endangered natural habitat or are undevelopable due to topographical or environmental constraints. Lands must be designated as Environmentally Sensitive Development Permit Areas or High Hazard Development Permit Areas under the District's Official Community Plan."

This area is in the District's Environmentally Sensitive Development Permit Area and has been identified through an environmental assessment as protected Lewis' Woodpecker habitat. The portion of the property adjacent to Trout Creek is also in the Watercourse Development Permit Area.

Circulation

This application will be circulated to neighbouring properties as required.

This application was also presented to the Advisory Planning Commission meeting held on February 26, 2016. After reviewing the application the Commission passed the following recommendation.

That the Advisory Planning Commission recommends support of the application as presented.

This application has been referred to MoTI as the property is within 800m of an intersection with a controlled access highway (Hwy 97).

Section 475 of the Local Government Act requires council to consider whether consultation on this OCP amendments are required with the RDOS, adjacent municipalities, first nations or other Provincial agencies or Federal agencies. Staff are suggesting the nature of this bylaw does not require consultation with these agencies. District staff are therefore satisfied that all appropriate consultation has taken place. The requirements of Section 475 - Consultation

during OCP development of the Local Government Act have therefore been fulfilled.

The proposed bylaw amendment has been forwarded to the Okanagan Skaha School District 67 for consultation. The requirements of Section 476 – Planning of School Facilities have therefore been fulfilled.

The proposed bylaw amendment has been considered in conjunction with the District of Summerland's financial plan and waste management plan. The requirements of Section 477 – Adoption procedures have therefore been fulfilled.

FINANCIAL IMPLICATIONS:

There are no financial implications with respect to these bylaws.

SUPPORTING DOCUMENTS:

1. Bylaw No. 2016-006, Amendment of Official Community Plan Bylaw No. 2014-002 (1109 Stonor Street).
2. Bylaw No. 2016-007, Amendment of Zoning Bylaw Number 2000-450 (1109 Stonor Street).

CONCLUSION:

This newly dedicated parkland should be designated on the OCP and rezoned to reflect the sensitive environmental values in this area.

OPTIONS:

1. Move the motion as recommended by staff.
2. Refer back to staff for other options.

Respectfully Submitted,



Ian McIntosh
Director of Development Services

Approved for Agenda

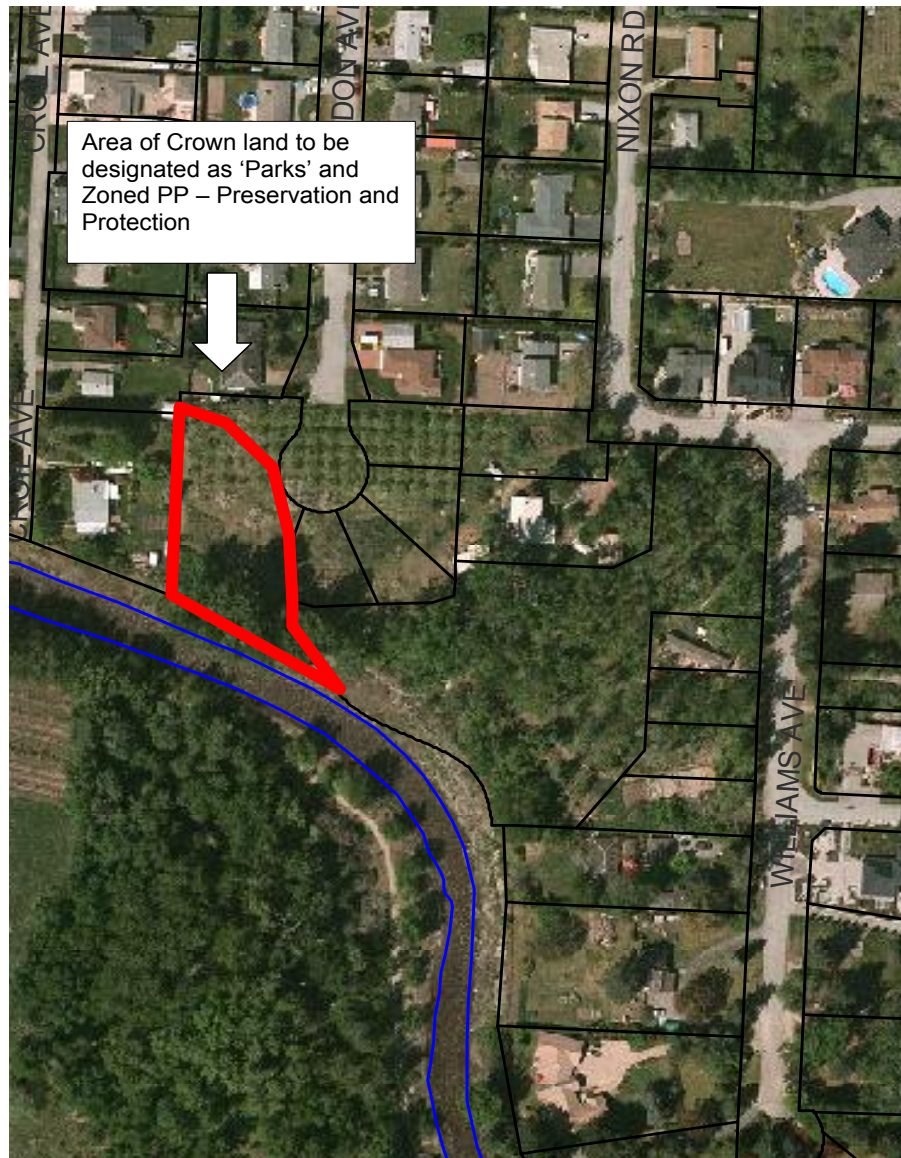


Linda Tynan, CAO

Schedule A – Map showing subject property



Schedule B – Crown Land



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THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: March 29, 2016
TO: Linda Tynan, Chief Administrative Officer
FROM: Jeremy Denegar, Director of Corporate Services
SUBJECT: Local Sanitary Sewer Service Area (5815 Highway 97)

STAFF RECOMMENDATION:

That Council pass the following resolutions:

1. *THAT "Local Sanitary Sewer Service Area (5815 Highway 97) Bylaw No. 2016-008" be introduced and read a first and second time, by title only.*
2. *THAT "Local Sanitary Sewer Service Area (5815 Highway 97) Bylaw No. 2016-008" be read a third time.*

PURPOSE:

To consider a bylaw to establish a local service area for the extension of the sanitary sewer system as petitioned by the property owner.

BACKGROUND and DISCUSSION:

This property has already been given preliminary approval for subdivision in alignment with the Official Community Plan and Zoning. Staff recommend establishing a local service area to provide sanitary sewer services to this parcel. This is a requirement of subdivision approval as the owner must install a sanitary sewer collection and disposal system that provides a sanitary sewer service to each lot in the subdivision.

A petition process for a local service area as outlined in Section 212 of the *Community Charter* was undertaken by the owner of the property located at 5815 Highway 97, shown on the map attached to the bylaw as Schedule A.

To be successful, a signed petition representing at least 50% of the parcels and 50% of the assessed values of the affected area must be received. The Corporate Officer has prepared a certified determination of the validity of the petition, which is attached to the bylaw as Schedule B.

LEGISLATION and POLICY:

The *Community Charter* states that Council must adopt a bylaw to establish a local service area, and may only do so if the service and its cost recovery methods have been proposed by petition in accordance with Section 212. This requirement has been met.

FINANCIAL IMPLICATIONS:

Beginning in 2016 and ending in 2023, the property owner will pay an annual parcel tax of \$3,800. If the parcel is subdivided in the future, as is currently planned, the annual

parcel tax will be prorated across all created lots as per section 218(3) of the Community Charter.

Upon connection to the sanitary sewer system, there will be a monthly charge to cover the costs of operating the service. This fee is applicable to all properties connected to the sewer system.

OPTIONS:

1. Move the motions as recommended by staff.
2. Refer back to staff for other options.

Respectfully Submitted



Jeremy Denegar
Director of Corporate Services

Approved for Agenda



Linda Tynan, CAO

THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2016-008

A Bylaw to Add a Local Sanitary Sewer Service Area (5815 Highway 97)

WHEREAS pursuant to the provisions of the *Community Charter*, the Council of the District of Summerland is empowered by bylaw to add a local sanitary sewer service area;

NOW THEREFORE the Council of the District of Summerland, in open meeting assembled enacts as follows:

1. The following specified area listed below form the new local sanitary sewer service area for 5815 Highway 97, shown outlined on the map attached hereto as Schedule 'A' and forming part of this bylaw, as follows:

PID: 010-727-671

LEGAL: Lot 13 DL 488 ODYD Plan 310, Except Plans 41476, KAP91223

2. The service and cost recovery methods have been proposed by petition in accordance with Section 212 of the *Community Charter*.
3. The Corporate Officer has provided a Certificate of Sufficiency certifying that the petition has been signed by the owners of the parcel that would be subject to the local sanitary sewer service area, attached as Schedule 'B' and forming part of this bylaw.
4. The service is the use of existing capacity in the sewer mains, lift stations and the wastewater treatment plant associated with the extension of sewer to the service area. The subject property is adjacent to the existing sewer service area.
5. The value of the use of existing capacity in the sewer mains, lift stations and the wastewater treatment plant is \$30,400.
6. All of the costs of the service are to be recovered by local service tax in the form of a parcel tax levied on the basis of a single amount for each parcel. The parcel tax per parcel is \$3,800 annually beginning in 2016 and ending in 2023 (8 years total) or a single lump sum payment of \$30,400 in 2016.
7. None of the costs of the service will be recovered by a general municipal tax.
8. Bylaw No. 2016-008 may be cited as "Local Sanitary Sewer Service Area (5815 Highway 97) Bylaw No. 2016-008".
9. This bylaw shall take effect immediately upon adoption.

Read a first time this ____ day of _____, 2016.

Read a second time this ____ day of _____, 2016.

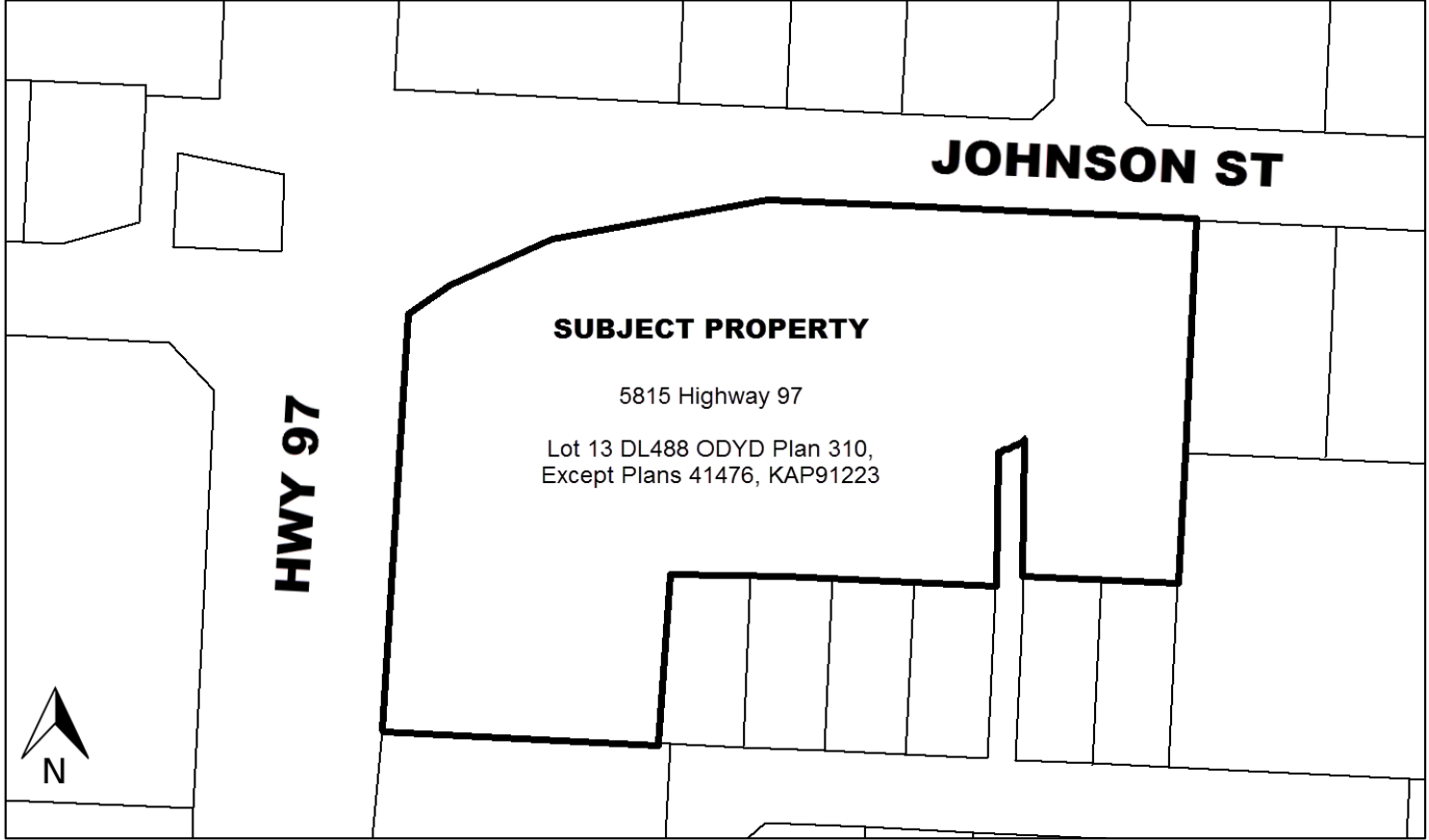
Read a third time this ____ day of _____, 2016.

Adopted by the Municipal Council of the Corporation of the District of Summerland this ____ day of _____, 2016.

Mayor

Corporate Officer

Schedule A



Schedule B



13211 Henry Ave, Box 159
Summerland BC V0H 1Z0
Phone: 250-494-6451 Fax: 250-494-1415
www.summerland.ca

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY that the petition received pursuant to Section 212 of the Community Charter to establish the 5815 Highway 97 Local Sanitary Sewer Service Area to be sufficient and valid for the proposed "Bylaw 2016-008 - A Bylaw to Add a Local Sanitary Sewer Service Area (5815 Highway 97)".

A certified determination is final and conclusive.

Dated this 15th day of March, 2016.

A handwritten signature in black ink, appearing to read "Jeremy Denegar", is written over a horizontal line.

Jeremy Denegar
Director of Corporate Services
District of Summerland