

Regional District of Okanagan-Similkameen

**SCHEDULE OF MEETINGS**

**THURSDAY, APRIL 7, 2016**

**RDOS BOARDROOM**

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9:00 am	-	9:30 am	Community Services Committee
9:30 am	-	9:45 am	Corporate Services Committee
9:45 am	-	10:00 am	Protective Services Committee
10:00 am	-	11:30 am	RDOS Regular Board
11:30 am			Lunch

*"Mark Pendergraft"*

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Mark Pendergraft  
RDOS Board Chair

Advance Notice of Meetings:

April 28	RDOS/OSRHD Board/Committee Meetings
May 5	RDOS Board/Committee Meetings
May 19	RDOS/OSRHD Board/Committee Meetings
June 2	RDOS Board/Committee Meetings
June 16	RDOS/OSRHD Board/Committee Meetings
July 7	RDOS Board/Committee Meetings



# REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Community Services Committee

Thursday, April 7, 2016

9:00 a.m.

## REGULAR AGENDA

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**A. APPROVAL OF AGENDA**

**RECOMMENDATION 1**

**THAT the Agenda for the Community Services Committee Meeting of April 7, 2016 be adopted.**

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**B. Parks and Recreation Commission Bylaw**

**1. Bylaw No. 2732**

**RECOMMENDATION 2**

**THAT the Board give 1<sup>st</sup> Reading to Bylaw 2732, 2016, a bylaw of the Regional District to establish a Terms of Reference for Parks and Recreation Commissions; and,**

**THAT Administration be authorized to consult with Parks and Recreation Commissions prior to returning the bylaw for 2<sup>nd</sup> Reading.**

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**C. ADJOURNMENT**

## ADMINISTRATIVE REPORT

**TO:** Community Services Committee  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Parks and Recreation Commission Bylaw



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### Administrative Recommendation:

THAT the Board give 1<sup>st</sup> Reading to Bylaw 2732, 2016, a bylaw of the Regional District to establish a Terms of Reference for Parks and Recreation Commissions; and,

THAT Administration be authorized to consult with Parks and Recreation Commissions prior to returning the bylaw for 2<sup>nd</sup> Reading.

### Purpose:

The Regional District has established a number of Services to purchase, construct, operate and maintain parks, facilities and recreation programs to citizens throughout our geographic area. We rely heavily on volunteers within the defined service areas to work with us to offer a local perspective on the planning and direction to provide the best service level for those residents paying for the service. Over time, the nature of the service has changed, staffing has evolved and the bylaw setting out the terms of reference for our commissions should be reviewed and updated to reflect the appropriate roles and responsibilities.

### Reference:

Draft Bylaw 2732, 2016

### Background:

A review of Parks and Recreation Commission Bylaws was first identified on the Corporate Business Plan in 2015. Initial consultation was conducted with the Parks and Recreation Commissions in June 2015, but we've been slow to bring the matter before the Board for discussion.

### Alternatives:

1. Adopt Bylaw 2732, 2016
2. Give Bylaw 2732, 2016 1<sup>st</sup> Reading and authorize Administration to consult with Commissions
3. Provide specific advice for amendments to Bylaw 2732, 2016 and refer the matter to a future meeting.

### Analysis:

Unless the ground rules are clearly established for all parties working on a common project, relationships can be unproductive, inefficient or volatile. A discussion on "who does what" taking into account the role of the Board, Area Director, Commission Members and staff would seem to be beneficial at this time.

It is the intent of this Bylaw that the primary role of our Parks and Recreation Commissions be a governance model, designed to empower Commissions to focus on the larger issues, to provide advice to the Board with clarity, to influence management's job without meddling, to evaluate the accomplishments of the commission and to truly reflect the service levels the ratepayers are interested

in paying for.

Within our current organization, the RDOS has Commissions at different ends of the policy/operational spectrum. We want our volunteers to be focussed on Policy Governance (ENDS) rather than focussing on organizational issues (MEANS). Policy Governance Commissions can assist with accomplishment of purpose, and only limit the staff's available means to those which do not violate the Commission's pre-stated standards of service.

For our Commissions, the Board should define the roles, its members, how the chair is appointed and other details the Commission may need to help it accomplish its job. Our stated intent in the draft bylaw is that our Commissions be "advisory" in nature and that they work on our behalf to interact with the local service area to ensure standards are set appropriately. It would be beneficial for the Board to understand the expectations of the local community served and advise on whether expectations have been met. It would be really beneficial to clarify the organizational communication process so the Commission clearly understands their role and staff understand their role so that conflict can be avoided.

**Communication Strategy:**

Meet with Commissions to review the proposed Terms of Reference.

## REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN BYLAW NO. 2732, 2016

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**A bylaw for the establishment of Parks and Recreation Commissions for the Regional District of Okanagan-Similkameen to provide advice to the Board regarding community parks and recreation services.**

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**WHEREAS** the Regional District of Okanagan Similkameen has established the following Services by Public Assent in accordance with Section 796 (1) of the Local Government Act:

- Cawston Parks and Recreation
- Okanagan Falls Parks and Recreation
- Kaleden Parks and Recreation
- Naramata Parks and Recreation
- West Bench Parks
- Lower Similkameen Recreation

**AND WHEREAS** this Bylaw does not apply to:

- The Oliver Parks & Recreation Society
- The Tulameen Recreation Society

**AND WHEREAS** the Regional District of Okanagan Similkameen has established the following commissions to advise on regional Parks and Recreation Programs:

- Bylaw 2270/04, being a bylaw of the Regional District to establish the Electoral “B” Parks and Recreation Commission.
- Bylaw 1555/97, being a bylaw of the Regional District to establish the Kaleden Parks & Recreation Commission for the Kaleden area in a portion of Electoral Area “D”.
- Bylaw No. 2253/04, being a bylaw of the Regional District to establish a joint parks and recreation commission for the Okanagan Falls area in a portion of Electoral Area “D”.
- Bylaw 2108/01, being a bylaw of the Regional District to establish the Electoral Area “E” Parks and Recreation Commission.
- Bylaw 1539/96, being a bylaw of the Regional District to establish the Electoral Area “F” Parks Commission.
- Bylaw No. 1649, 1996, A bylaw to establish a recreation commission for Electoral Area 'B', Electoral Area 'G' and the Village of Keremeos.

**AND WHEREAS** the Board of Directors of the Regional District of Okanagan-Similkameen wish to establish a Terms of Reference for Parks and Recreation Commissions;

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

**1. Citation**

This Bylaw shall be cited as the **“Parks and Recreation Commission Bylaw No. 2732, 2016”**.

**2. Interpretation Clause**

Wherever the singular or the masculine is used in this bylaw, it shall be considered as if the plural or the feminine has been used where the context of the bylaw so requires.

### 3. DEFINITIONS

In this bylaw:

**“Area Director”** means the person elected as the local Electoral Area Director, or his Alternate.

**“Board”** means the Board of Directors of the Regional District of Okanagan-Similkameen.

**“CAO”** means the Chief Administrative Officer appointed by the Board.

**“Commission”** means the Parks and Recreation Commission as appointed by the Board for a specific service.

**“MCS”** means the Manager of Community Services appointed by the CAO to fulfill the responsibilities of that function within the organizational structure, or his designate.

**“Regional District”** means the Corporation of the Regional District of Okanagan-Similkameen.

**“Service Area”** means the geographic boundaries of a specific Parks and Recreation Service.

### 3. ADMINISTRATION

The MCS shall administer this Bylaw and provide technical support to the Commissions.

### 4. COMMISSION ESTABLISHMENT

The Commissions identified shall be known by the name listed and be responsible for the committee operations within the Service Area established by separate bylaw.

### 5. MEMBERSHIP

5.1 Regional District Parks and Recreation Commissions shall be appointed by the Board as follows:

5.1.1 The Area Director shall be an ex-officio, non-voting Member

5.1.2 A minimum of 5 up to 11 members-at-large who are resident or ratepayers within the Service Area.

5.1.3 The Parks and Recreation Commission should be representative of the whole Service Area.

5.1.4 Regional District employees or contractors are ineligible to be Members of a Commission.

5.2 The Regional District shall place an invitation in a locally circulated established newspaper or publication in January of each year inviting those interested to apply to serve on a Commission.

5.3 The Area Director for a specific service area shall review all applications and recommend to the Board the names of candidates for appointment to a Commission.

- 5.4 In the event that insufficient nominations are received, upon recommendation of the Director, the Board in their unfettered discretion may appoint the appropriate number of members to the Commission.
- 5.5 The term of office of each member shall be for a period of two (2) years.
- 5.6 The terms of office shall be staggered such that half of the terms shall begin in even numbered years, and the other half of the terms shall begin in odd numbered years.
- 5.7 Any appointed member who is absent from two consecutive meetings of a Commission without leave of absence from the Commission, or without reason satisfactory to the Board, shall cease to be a member of the Commission. A member removed from his or her position pursuant to this section shall not be eligible for appointment to the Commission until the date that his or her term of office would have expired, but for such removal.
- 5.8 The Board, upon a vacancy arising from any cause, shall appoint a new member who shall serve for the unexpired portion of the term vacated, upon recommendation the Area Director.
- 5.9 If more than half of the appointed member positions are vacant at any one time, the Regional District shall follow the procedure outlined in sections 5.1, 5.2 and 5.3 of this Bylaw in order to appoint persons to fill those vacancies.
- 5.10 Any member appointed to the Commission pursuant to sections 5.7 and 5.8 of this Bylaw shall serve, and enjoy full rights and privileges of a member, for the duration of the term of office of the person originally holding the vacated member position.
- 5.11 Each retiring member of the Commission shall be eligible for reappointment.
- 5.12 No member of the Commission shall receive any remuneration for his/her service; however, members of the Commission shall be entitled to be reimbursed expenses in accordance with any applicable Regional District remuneration bylaw.

## **6. HOLDING OF MEETINGS - QUORUM, VOTING & CONDUCT**

- 6.1 The first meeting of each calendar year shall be the Annual General Meeting for the Commission.
- 6.2 The members of the Commission shall, at the Annual General Meeting, elect one member from among themselves to be Chair and, so long as duly appointed to the Commission by the Board of Directors, that person shall conduct the meetings of the Commission until the next Annual General Meeting. The Area Director shall Chair the Commission AGM until a Chair is elected.
- 6.3 If the Chair is absent from a meeting of the Commission, those members present at the meeting shall appoint an Acting Chair who shall fulfill the duties of the position at that meeting.

- 6.4 If at any time prior to the next Annual General Meeting, the Chair ceases to be a member or resigns as Chair, the remaining members of the Commission shall elect, at the next meeting of the Commission, a replacement Chair who shall serve in that capacity until the next Annual General Meeting.
- 6.5 The Commission may meet as required, but should structure its activities to meet at least 6 times per year. The Chair or any two members may summon a meeting of the Commission by giving at least two days' notice in writing to each member, stating the time, place and purpose for which the meeting being is called.
- 6.6 Meeting Agendas are set by the Commission Chair in consultation with the Area Director.
- 6.7 The Commission may operate without all positions being occupied. A quorum of the Commission shall consist of 4 members, each member having one (1) vote.
- 6.8 All questions before the Commission at the meeting shall be decided by a majority vote.
- 6.9 Except as otherwise provided in this Bylaw, the Commission shall conduct their meetings in accordance with the current Regional District Procedures Bylaw.
- 6.10 No act or other proceeding of the Commission shall be valid unless it is authorized by resolution at a meeting of the Commission or a resolution of the Board in accordance with section 8 of this bylaw.

## **7. ADMINISTRATION**

- 7.1 The minutes of the proceedings of all meetings of the Commission shall be recorded legibly and, without delay, a copy of said minutes shall be forwarded to the MCS for information and filing at the Regional District Corporate Office.
- 7.2 All records shall be kept in accordance with the Regional Districts records management policy and all records are subject to FOIPPA (Freedom of Information and Protection of Privacy Act) Legislation. All records must be provided to the FOI Head upon request. All commission members shall receive an orientation on RDOS records and FOI at the beginning of their term.
- 7.3 The Commission shall, before the 15th day of October in each calendar year, prepare a preliminary budget estimating expenditures and revenue during the next fiscal year, and shall submit it to the MCS for inclusion in the Consolidated Administrative Budget presented to the Board.
- 7.4 A preliminary budget submitted to the Board may be adopted in whole or in part, and the budget approved by the Board shall be the budget for the Commission for the next fiscal year.
- 7.5 All items of revenue and expenditure relating to the activities of the Commission shall be

accounted for in the books of account of the Regional District in accordance with the provisions of the *Local Government Act*.

## **8. AUTHORITIES, RESPONSIBILITIES AND DUTIES**

- 8.1 All Commissions shall be advisory to the Board and shall be authorized to make recommendations and provide advice to the Board on the organization and conduct of a parks and recreation program in accordance with the budget approved by the Board; including planning, development and implementation of parks and recreation services.
- 8.2 Commissions shall represent the public interest in the development of a strategic plan in order to establish a long term vision for parks and recreation services.
- 8.3 Commissions shall recommend rates and charges for recreation programs and for inclusion in the Regional District Fees and Charges Bylaw.
- 8.4 Commissions shall provide advice on operational rules and procedures regarding parks and recreation services.
- 8.5 Commissions shall advise on matters related to recreation bylaws, policies and regulations.
- 8.6 Commissions shall advise the Board on the acquisition or tenure of community park sites within the Service Area.
- 8.7 Commissions shall play a leadership role and should assist in communications between the Regional District and the public.
- 8.8 Commissions shall provide advice from a local service area perspective on the evaluation of new services to be offered;

## **9. RIGHTS OF THE BOARD**

The powers delegated to the Commission shall not extend to or include any of the powers of the Board which are exercised by bylaw only.

## **10. REPEAL**

**All previous commission bylaws (List all bylaw numbers?)**

**11. CITATION**

This bylaw may be cited for all purposes as the **“Regional District of Okanagan-Similkameen Parks and Recreation Commissions Establishment Bylaw No. 2732, 2016”**.

**READ A FIRST, SECOND AND THIRD TIME**

**ADOPTED BY AT LEAST 2/3 OF THE VOTES**

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Board Chair

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Corporate Officer



# REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

## Corporate Services Committee

Thursday, April 7, 2016

9:30 a.m.

## REGULAR AGENDA

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**A. APPROVAL OF AGENDA**

**RECOMMENDATION 1**

**That the Agenda for the Corporate Services Committee Meeting of April 7, 2016 be adopted.**

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**B. Annual Christmas Closure**

To close the office at 101 Martin Street annually on the three (3) working days between Christmas and New Year's.

**RECOMMENDATION 2**

**THAT the Board approves an annual closure of the RDOS office at 101 Martin Street for the three days between Christmas and New Year's.**

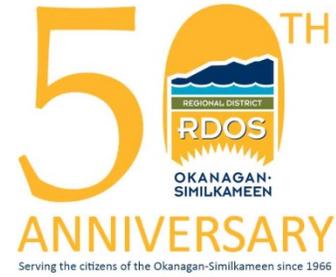
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**C. ADJOURNMENT**

## ADMINISTRATIVE REPORT

**TO:** Corporate Services Committee  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Annual Christmas Closure

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### **Administrative Recommendation:**

THAT the Board approves an annual closure of the RDOS office at 101 Martin Street for the three days between Christmas and New Year's.

### **Purpose:**

To close the office at 101 Martin Street annually on the three (3) working days between Christmas and New Year's. Operationally essential departments will continue to be staffed as required.

### **Reference:**

N/A

### **Business Plan Objective:**

Although not specific towards a Christmas-time closure, both of the following objectives strive towards health and wellness initiatives for staff. A Christmas closure allows all staff to take time off work during the holiday season when the demand for services is generally very slow.

Objective 1.2.2 – Implementing the 2016 Wellness Plan, and

Objective 1.3.1 – Implementing the 2016 Organizational Development Plan.

### **Background:**

The proposal to close the office at 101 Martin Street and allow staff to take vacation time during the 3 days between Christmas and New Year's is supported by both the Union and Management staff. Departments and/or facilities that must remain staffed due to operational necessity such as the Water, Wastewater, Landfills, Payroll department, etc. will staff according to the required needs.

Over the last two (2) years that the 101 Martin Street office has remained open during these 3 days, staff have reported that both the walk-in traffic and phone calls have been very minimal. As such, unless it is operationally essential or specific work is required during this timeframe, Staff is proposing that the office close and employees take vacation during this time.

In 2016, the Christmas closure dates would be as follows:

Monday, December 26 – Boxing Day Stat

Tuesday, December 27 – Christmas Day Stat

**Wednesday, December 28 – Closed**

**Thursday, December 29 – Closed**

**Friday, December 30 – Closed**

**Analysis:**

Other member municipalities that currently close on the three working days between Christmas and New Year's include:

Village of Keremeos

Town of Oliver

Town of Osoyoos

Town of Princeton

District of Summerland.

The City of Penticton has recently closed early on Christmas Eve and New Year's Eve but remain open on the 3 days between Christmas and New Year's Day with minimal staffing levels.

**Alternatives:**

The RDOS office remains open between Christmas and New Year's and is staffed accordingly in each department.

**Communication Strategy:**

If approved by the Board, RDOS Staff will be informed of the closure to allow them to make the appropriate vacation planning decisions.

New Staff will be informed upon hire.

The public will be advised by means of posting in a variety of places – the front door, website, etc. over the month of December.

**Respectfully submitted:**

*Marnie Manders*

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M. Manders, Manager of Human Resources





# REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

## Protective Services Committee

Thursday, April 7, 2016

9:45 a.m.

## REGULAR AGENDA

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### A. APPROVAL OF AGENDA

#### RECOMMENDATION 1

**THAT the Agenda for the Protective Services Committee Meeting of April 7, 2016 be adopted.**

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### B. Victim Services

1. Letter from Town of Osoyoos – March 15, 2016
2. Victim Services Agreement

To consider the request from the Town of Osoyoos for the Regional District to assume the administration of the Osoyoos Detachment Victim Service Program.

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### C. ADJOURNMENT

## ADMINISTRATIVE REPORT

**TO:** Protective Services Committee  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Victim Services – For Information Only



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### **Purpose:**

To consider the request from the Town of Osoyoos for the Regional District to assume the administration of the Osoyoos Detachment Victim Service Program.

### **Reference:**

Letter from Osoyoos – 15 March 2016  
Victim Services Agreement

### **Background:**

The Town of Osoyoos is currently under agreement with the Province of British Columbia to provide a Victim Service Program in the Osoyoos RCMP Detachment policing jurisdiction. The role of the Town is to supervise the victim service worker in the provision of the following services:

- Critical Incident Response
- Criminal Justice Information and Support
- Safety Planning
- Information and referrals
- Emotional and Practical Support

In return, the Town receives a payment from the Province to cover the majority of program costs, but not all.

### **Alternatives:**

1. Investigate a Regional Victim Services Program
2. Status Quo

### **Analysis:**

The term of the current agreement is 1 January 2016 to 31 March 2017. Total program costs are \$51,686.02 and total revenue is \$47,936.02; a difference of approximately \$4,000.00.

Regionally, a victim services program is offered in the following jurisdictions:

Osoyoos	- ½ employee
Oliver	- ½ employee
Penticton/Summerland	2 employees - 1 ½ employee
Keremeos	- ½ employee
Princeton	- ½ employee

The Princeton contract is administered by the Princeton and District Community Services Society and Keremeos is unaware of any administrative responsibility, so that contract may rest with the Lower Similkameen Community Services Society. At this point, only Osoyoos has expressed an interest in a Regional Service.

March 15, 2016

Mark Pendergraft, Chair  
Regional District of  
Okanagan Similkameen  
101 Martin Street  
Penticton, BC V2A 5J9

Dear Mr. Pendergraft:

**Re: Victim Services Program - Transfer Under Agreement with Province**  
**Our File: AI-315**

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The Town of Osoyoos has administered the Victim Services program on behalf of the Province since 2005. At that time the Town administered not only the Osoyoos program, but also the Oliver and Keremeos programs which include the RDOS areas.

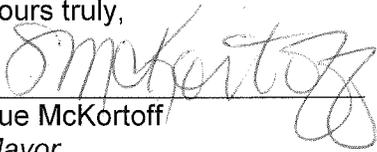
In 2008 the Town of Osoyoos advised the Village of Keremeos and the Town of Oliver that it would no longer administer the programs on their behalf. Since 2009 Osoyoos has only administered the Osoyoos Victim Services Program.

Throughout this period, the Town of Osoyoos has not received any administration fee from the Province, through its program funding, to administer the contract. This includes monitoring of the agreement, budgeting, accounts payable, and payroll for the Program Manager (who is under employment contract). Nor has the Town asked for or received any fees to administer this program from the RDOS. The Town also covers the Program Manager under its WorkSafe BC coverage and municipal liability insurance through MIABC.

The Council of the Town of Osoyoos is looking at removing itself entirely from the administration of the Victim Services Contract for the Province. It is not Council's wish to lose the program for the area so it is asking the RDOS to consider taking on the administration (with no administration costs being paid by the Town of Osoyoos in recognition of the 11+ years the Town has administered on behalf of the entire Area "A" and Town areas). If the RDOS is not willing to take over the administration of this contract it is likely that either the program will be eliminated for this area or would have to be taken over by a service group. In the end, if the Town is forced to continue to administer the program we will be looking for an administration fee to be paid by the RDOS to the Town.

The Town is committed to administering the contract until July 31, 2017. It is hoped that an agreement can be reached whereby the RDOS takes over the administration of the contract when it comes up for renewal in 2017.

Yours truly,

  
\_\_\_\_\_  
Sue McKortoff  
Mayor

JVV  
cc: Council  
Barry Romanko, CAO

**RECEIVED**  
Regional District

MAR 21 2016

101 Martin Street  
Penticton BC V2A 5J9

2016 03 15 ltr RDOS re administration of Victim Services Agreement.docx

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL**

**TRANSFER UNDER AGREEMENT**

THIS AGREEMENT dated for reference the **01st** day of **April, 2016**.

BETWEEN:

**Town of Osoyoos** (the "Contractor") with the following specified address and fax number:

PO Box 3010  
Osoyoos BC V0H 1V0  
Fax No.: 250-495-2400

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Solicitor General and Minister of Public Safety (the "Province") with the following specified address and fax number:

**Victim Services and Crime Prevention Division**  
Community Safety and Crime Prevention Branch  
Ministry of Public Safety and Solicitor General  
302 – 815 Hornby Street  
Vancouver, BC V6Z 2E6  
Fax No.: 604-660-1635

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

**SECTION 1 – DEFINITIONS**

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Contract Price" means the maximum amount specified in Schedule B;
- (b) "Services" means the services described in Schedule A;
- (c) "Term" means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement;
- (d) "Material" means all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases, records and materials (both printed and electronic, including but not limited to hard disk or other diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to the Contractor as a direct result of this Agreement, but does not include:

- i. Client Files or Personal Information which could reasonably be expected to reveal the identity of a client;
  - ii. Property owned by the Contractor
- (e) “Client” means a person receiving the Services provided by the Contractor;
- (f) “Client File” means a separate file created for each individual client to whom or on whose behalf the Contractor provides services under this Agreement, in order that the Contractor may retain Personal Information about that individual client either in electronic or in paper form;
- (g) “Personal Information” means recorded information about an identifiable person.
- (h) “Refund” means any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement;

## **SECTION 2 – SERVICES**

- 2.01 The Contractor must provide the Services in accordance with this Agreement.
- 2.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

## **SECTION 3 - PAYMENT**

- 3.01 If the Contractor complies with this Agreement, and the Province approves the Contractor’s budget (contained in Schedule F), the Province must pay to the Contractor, in the amount and manner, at the times and on the conditions set out in Schedule B.
- 3.02 The Province is not obliged to pay to the Contractor more than the “Maximum Amount” specified in Schedule B.
- 3.03 In order to receive the payments described in Schedule B, the Contractor must submit statements of account and reports in accordance with Section 9 of this Agreement.
- 3.04 The Province in its sole discretion may withhold all or a portion of any payment or payments otherwise due under Schedule B to recover any payments that were not made in compliance with Schedule F, herein, in a previous period.
- 3.05 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any lien or other third party claims that could arise in connection with the provision of the Services.
- 3.06 At the sole option of the Province, any portion of the Contract Price provided to the Contractor and not expended at the end of the Term shall be:
  - (a) returned by the Contractor to the Minister of Finance;
  - (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or

- (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.
- 3.07 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 3.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 3.09 Without limiting section 5.02, the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.
- 3.10 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

#### **SECTION 4 - REPRESENTATIONS AND WARRANTIES**

- 4.01 The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) it has the legal capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor, and this Agreement has been legally and properly executed by the Contractor and is legally binding upon and enforceable against it;
  - (b) all information, financial statements, documents and reports furnished or submitted by the Contractor in connection with this Agreement are true and correct;
  - (c) the Contractor is not in breach, and the provision of the Services contemplated herein will not constitute a breach by the Contractor, of any statute, bylaw or regulation, or, of its constating documents;
  - (d) if the Contractor is a society or corporation, it is registered and in good standing with the Corporate Registry of British Columbia; and if it is a sole proprietor or a partnership, it is registered with Corporate Registry of British Columbia; and
  - (e) the Contractor has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement.

- 4.02 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Contractor are material, are relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

#### **SECTION 5 – RELATIONSHIPS**

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or by any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor is an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Province may, from time to time, give reasonable instructions (in writing or otherwise) to the Contractor in relation to the carrying out of the Services, and the Contractor must comply with those instructions but unless otherwise specified by this Agreement, the Contractor may determine the manner in which the instructions are carried out.

#### **SECTION 6 - OBLIGATIONS OF THE CONTRACTOR**

- 6.01 The Contractor must:
- (a) carry out the Services described in Schedule A, and in accordance with the terms of this Agreement during the Term;
  - (b) unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement
  - (c) comply with all applicable laws;
  - (d) ensure that all persons employed or retained to perform the Services are competent to perform them and are properly trained, instructed, and supervised;
  - (e) ensure that volunteers, students, trainees, work placements are properly trained, instructed and supervised in assisting with the delivery of the Services, ensure that all persons connected in any way to the delivery of the Services, including, employees, subcontractors, volunteers, students, trainees and work placements, have provided a criminal record check, and that the results of that criminal record check indicate that the person is suitable for delivery of the Services, or assisting with the delivery of the Services;
  - (f) not do anything that would result in personnel hired by the Contractor or a subcontractor being considered as the Province's employees;
  - (g) notify the Province in writing immediately upon any change in personnel and any leave of absence of persons employed or retained to deliver the Services for any period greater than 30 days;
  - (h) obtain the prior written consent of the Province to change the scheduled hours of operation of the program as noted in Schedule F;
  - (i) establish and maintain intake and operational policies that are intended to provide for the safety and welfare of clients, the Contractor and their employees and volunteers;
  - (j) acknowledge the involvement of the Ministry of Public Safety and Solicitor General in funding the

services in all public communications related to the Services including press releases, published reports, brochures, radio and TV programs, and public meetings.

#### **SECTION 7 - SUBCONTRACTORS AND ASSIGNMENT**

- 7.01 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.
- 7.02 The Contractor must not subcontract any of its obligations under this Agreement other than to persons identified in Schedule F, without the prior written consent of the Province.
- 7.03 No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement or imposes upon the Province any obligation or liability arising from any such subcontract.
- 7.04 The Contractor must ensure that any person retained by the Contractor to perform obligations under this Agreement fully complies with this Agreement in performing the subcontracted obligations.

#### **SECTION 8 – RECORDS**

- 8.01 The Contractor must:
  - (a) establish and maintain accounting records and books of account, invoices, receipts and vouchers for all expenses incurred in connection with providing the Services in accordance with Canadian Generally Accepted Accounting Principles;
  - (b) establish and maintain time records and administrative records in connection with providing the Services in a form and manner as may be determined by the Province.
  - (c) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement and its Schedules, in a form and manner determined by the Province;
  - (d) subject to 8.02, provide to the Province, upon reasonable request, for contract monitoring and audit purposes, any documents or records relating to the Contractor's delivery of the Services; and
  - (e) permit the Province, for contract monitoring and audit purposes, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or used by the Contractor to keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any such documents and records.
- 8.02 At no time shall the Province have access to, or custody or control of, Client Files or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client and their family.
- 8.03 The Parties agree that the Province does not have control, for the purpose of the Freedom of Information and Protection of Privacy Act, of the records held by the Contractor.

#### **SECTION 9 – REPORTING**

- 9.01 The Contractor must, upon the Province's request, fully inform the Province of all work done by the Contractor or its subcontractor in connection with providing the Services.

9.02 The Contractor must submit monthly statistical reports to the Province in a form and manner determined by the Province, no later than the tenth (10<sup>th</sup>) working day of the month following the month which is being reported.

9.03 The Contractor must submit **quarterly** a Statement of Operations in the form and manner set out in **Schedule G** confirming all expenditures for the period at the following dates and times:

<b>For the Reporting Period</b>	<b>Due Date</b>
April 01, 2016 to June 30, 2016	On or before July 31, 2016
July 01, 2016 to September 30, 2016	On or before October 31, 2016
October 01, 2016 to December 31, 2016	On or before January 31, 2017
January 01, 2017 to March 31, 2017	On or before April 30, 2017
April 01, 2017 to July 31, 2017	On or before August 31, 2017

9.04 The Contractor must submit **semi-annually** a Descriptive Report in the form and manner set out in **Schedule H** confirming activities for the period at the following dates and time:

<b>For the Reporting Period</b>	<b>Due Date</b>
April 01, 2016 to September 30, 2016	On or before October 31, 2016
October 01, 2016 to March 31, 2017	On or before April 30, 2017
April 01, 2017 to July 31, 2017	On or before August 31, 2017

**SECTION 10 - STATEMENTS AND ACCOUNTING**

10.01 Where the Contractor is not a Health Authority, Municipality or Regional District, the Contractor must submit to the Province within three months of its fiscal year end:

- (a) where the Contract Price is less than \$100,000.00
  - (i) an annual set of financial statements that identifies the payments made by the Province under this Agreement; and
  - (ii) a report that shows the disbursement of the funds provided under this Agreement (either as a schedule to the annual financial statements or as a separate report).

Or

- (b) where the Contract Price is \$100,000 or over, an annual set of financial statements, with either an Audit or Review Engagement report, which identifies the payments made by the Province under this Agreement and the disbursement of these funds as a schedule to the annual financial statements.

- 10.02 Where the Contractor is a Health Authority, Municipality, or Regional District, it must, at a time and in a form and manner determined by the Province, provide the Province with an annual report that identifies the payments made by the Province under this Agreement and the disbursement of these funds for the Services.
- 10.03 The Contractor must keep and maintain separate administrative and financial records that pertain to the Services and must permit the Province to conduct, at any time with reasonable notice, and at the expense of the Province, an audit of these administrative and financial records.

#### **SECTION 11 - CONFLICT OF INTEREST**

- 11.01 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### **SECTION 12 – CONFIDENTIALITY**

- 12.01 The Province will not have access to, or custody or control of, client files relating to the Services or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client receiving Services, except where it is necessary for the Province to safeguard and facilitate a transfer of said client files, records or documents.
- 12.02 The exception referred to in 12.01 above does not apply if the Contractor does not have access to, or custody or control of the client files relating to the Services, or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client receiving Services.
- 12.03 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except, as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws.
- 12.04 Notwithstanding paragraph 12.03, the Contractor shall comply with all federal or provincial legislation requiring the disclosure of information.

#### **SECTION 13 – DEFAULT**

- 13.01 Any of the following events will constitute an Event of Default, whether any such event is voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative tribunal or government:
- (a) the Contractor fails to comply with any provision of this Agreement;
  - (b) any representation or warranty made by the Contractor in connection with this Agreement is untrue or incorrect;
  - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;
  - (d) a change occurs with respect to one or more of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to deliver the Services;

- (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
- (f) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (g) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made, by the Contractor;
- (h) a receiver or receiver-manager of any property of the Contractor is appointed; or
- (i) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof,
- (j) the Contractor ceases, in the Province's opinion, to carry on business or operations as a going concern.

#### **SECTION 14 – TERMINATION**

- 14.01 Notwithstanding any other provision of this Agreement, if an Event of Default occurs, then, and in addition to any other remedy or remedies available to the Province, the Province may, at its sole option, terminate this Agreement by the Minister giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such written notice is received or deemed received, pursuant to Section 14, by the Contractor and the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule B, for Services provided to the date of termination.
- 14.02 Notwithstanding any other provision of this Agreement the Province may, at its option and for any reason, terminate this Agreement by giving at least 30 days' written notice of termination to the Contractor and if such option is exercised the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive pursuant to "Schedule B", for Services provided to the date of termination.
- 14.03 Without limitation to 14.02, any of the following events, whether voluntary or involuntary, will constitute a termination:
- (a) Failure to provide the Services to the Province's satisfaction.
  - (b) The Contractor fails to notify the Province, with particulars that any of events previously noted has occurred or is occurring.

#### **SECTION 15 – NOTICES**

##### Delivery of notices

- 15.01 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 15.02 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given, will supersede for purposes of section 15.01 any previous address or fax number specified for the party giving the notice.

**SECTION 16 - NON-WAIVER**

- 16.01 No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing and signed by the Province.
- 16.02 The written waiver by the Province of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

**SECTION 17 - ENTIRE AGREEMENT**

- 17.01 No amendment or modification of this Agreement is effective unless it is in writing and signed by the parties.
- 17.02 This Agreement, including its Schedules, as well as any modifications or amendments to it constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

**SECTION 18 - SURVIVAL OF PROVISIONS**

- 18.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive indefinitely, despite any expiration or sooner termination of this Agreement.

**SECTION 19 - EVALUATION**

- 19.01 The Contractor must participate in any evaluation, review or inspection of the Services at the request of the Province.

**SECTION 20 – INDEMNITY**

- 20.01 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

## **SECTION 21 – INSURANCE**

- 21.01 The Contractor must comply with the Insurance Schedule attached as Schedule D.
- 21.02 The Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia.
- 21.03 It is the Contractors responsibility to ensure any required automobile insurance is in place. The Contractor shall provide, maintain, and pay for automobile insurance which it is required by law to carry or which it considers necessary to cover risks.

## **SECTION 22 – REFERENCES**

- 22.01 Every reference to the Province in this Agreement includes the Minister of Justice, the Deputy Solicitor General, the Assistant Deputy Minister, and the Executive Director of the Victim Services and Crime Prevention Division and any person designated by any of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

## **SECTION 23 – OWNERSHIP**

- 23.01 Any equipment, machinery or other property provided by the Province to the Contractor as a result of this Agreement will:
- (a) be the exclusive property of the Province;
  - (b) forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

## **SECTION 24 - MISCELLANEOUS**

- 24.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24.02 All references to paragraph numbers in this Agreement refer to paragraphs in this Agreement, and all references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 24.03 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 24.04 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 24.05 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 24.06 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

- 24.07 For the purpose of paragraphs 24.08 and 24.09, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 24.08 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 24.09 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and must use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.
- 24.10 Time and the uninterrupted provision of the Services are of the essence in this Agreement.
- 24.11 The Contractor must ensure that provision of services is uninterrupted and continuous. In the event that the Contractor is unable to provide the Services for any period greater than 30 days during the Term, the Contractor must immediately contact and inform the Province.
- 24.12 The Province reserves the right to engage other resources to provide the Services during any such periods referred to in paragraph 24.11 and make a claim for related costs to the Contractor. This provision does not include periods where demand exceeds Contractor capacity.
- 24.13 If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule attached hereto, then the provisions in the body of this Agreement will prevail.
- 24.14 Every reference to an act, whether or not defined, in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 24.15 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 24.16 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.
- 24.17 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 24.18 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.

**SECTION 25 – EXECUTION**

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 2016 <b>on behalf of the Contractor</b> by its authorized signing officer:</p> <p><b>Authorized Signing Officer:</b> (Chair of the Board if the Contractor is a Society)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p>	<p>SIGNED on the ____ day of _____, 2016 on behalf of the Province by its duly authorized representative:</p> <p><b>Duly Authorized Representative:</b></p> <p>_____</p> <p>Signature</p> <p>Taryn Walsh Executive Director Victim Services and Crime Prevention Division</p>
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**Schedule A – Police-Based – Sole Service**

**TERM:** The term of this Agreement commences on **April 1, 2016 and ends on July 31, 2017.**

**A.1 Service Area**

This victim service program will provide services to clients in the policing jurisdiction of the ***Okanagan (Osoyoos) RCMP Detachment.***

- ✦ In some cases, clients may request service from outside the service area and the victim service program may provide services in these cases.

**A.2 Type of Program**

This police-based victim service program is the sole provider of victim services in this service area.

**A.3 Service Clientele**

This police-based victim service program will provide the following services to the following clients:

	<b>Victims of crime<sup>1</sup> (other than family/ sexual violence)</b>	<b>Victims of trauma<sup>2</sup></b>	<b>Victims of family/ sexual violence<sup>3</sup></b>
<b>Critical Incident Response</b>	Yes	Yes	Yes
<b>Criminal Justice Information and Support</b>	Yes	N/A	Yes
<b>Safety Planning</b>	Yes	Yes	Yes
<b>Information and Referrals</b>	Yes	Yes	Yes
<b>Emotional and Practical Support</b>	Yes	Yes	Yes

**A.4 Service Deliverables**

Contractors are responsible for supervising victim service workers to provide the services described below. Contractors may prioritize service delivery based upon victim safety, victim vulnerability, type of crime and the seriousness of the incident.

**Critical Incident Response**

- ✦ Respond to call out from police to:
  - Provide initial incident defusing
  - Provide critical incident stabilization
  - Liaise between victim and emergency personnel
  
- ✦ Respond to hospital call out
  - Liaise between victim and hospital personnel
  
- ✦ Identify and address immediate emotional, safety, and logistical victim needs

<sup>1</sup> See A.6 - definition section

<sup>2</sup> See A.6 - definition section

<sup>3</sup> See A.6 - definition section

- Provide information regarding the immediate and post incident impacts of crime and trauma
- Provide information regarding next steps or actions to be undertaken by the police
- Coordinate with appropriate parties
- Provide response in accordance with contractor agency policies and procedures

### **Criminal Justice System - Information and Support**

- Provide information to victims about their rights under the Victims of Crime Act (VOCA)
- Obtain, provide and/or arrange for victims to receive case specific information which they may request under sections 6 and 7 VOCA.
- Provide information about the criminal justice system process, and roles of key parties
- Assist victims to engage with justice system personnel (e.g. police, Crown counsel)
- Arrange, facilitate and/or accompany victims to meetings with criminal justice system personnel (eg. police, Crown counsel, corrections staff)
- Support and prepare victims for the criminal court process, including:
  - Review with victims whether they may require testimonial accommodations
  - Initiate conversations with Crown counsel regarding victims' participation in the court process, including, if appropriate, exploration of testimonial accommodation
  - Prepare victim for possible emotional responses to court proceedings and/or testifying
  - Provide victim with court orientation by providing a courthouse tour, reviewing court room protocol, or providing public education materials. Note: Public education materials alone are generally not sufficient for court orientation unless they are the only option due to geography or workload.
- Provide victims with information regarding options for travel expenses to court and assist with facilitating these processes and arrangements
- Accompany victim to court and provide related emotional and practical assistance
- Provide information about and assistance with Victim Impact Statements
- Provide support to the victim upon conclusion of the case, ensuring victim is aware of and understands the outcome, and has access to necessary follow-up resources including registration for victim notification where appropriate and referral to other community supports where needed.

### **Safety Planning**

- Upon initial contact with victim, assess, identify and address victim's immediate and emergency safety needs
- Develop and continue to update safety plan with victim including coordination with community and criminal justice system partners where appropriate
- Provide general safety and crime prevention information and referrals to community resources

## **Practical and Emotional Support**

- ✦ Provide emotional support to assist victims to cope with the impacts of crime and trauma.
  - Assist victim with the completion of forms (ie. Crime Victim Assistance Program application, Victim Impact Statement, victim notification registration).
- ✦ Assist victim with accessing transportation services including, but not limited to hospital, court, police, transition house, and/or shelters.
- ✦ Assist victim with accessing shelter, financial assistance, and/or social services as required.
- ✦ Provide or facilitate other types of practical support and assistance as appropriate

## **Information and Referral**

- ✦ Provide referral information about Ministry of Public Safety and Solicitor General supports including:
  - Victim services
  - Victim Safety Unit
  - Crime Victim Assistance Program
  - Stopping the Violence Counselling
  - Children Who Witness Abuse Counselling
  - Outreach and Multicultural Outreach Services
- ✦ Provide referral information regarding:
  - Child Protection/MCFD
  - Social services
  - Health services
  - Counselling services
  - Housing services
  - Mental health services
  - Community resources
  - Crime prevention
  - Financial Benefits
  - Attorney General services, including family justice counsellors
  - Other resources as appropriate

## **Networking, Public Awareness and Education**

The following activities are provided depending upon the needs of the community and the program's client service requirements. These activities enhance service delivery to victims, reach out to potential victims and raise the profile of victim services within the community.

- ✦ Host and/or participate in victim-related events
- ✦ Provide public education and promote awareness regarding victims' issues
- ✦ Inform other community services about services available to victims of crime
- ✦ Develop and maintain a network with criminal justice system personnel including police, Crown counsel, court services, corrections, and sheriffs; and social service and other community agencies, including transition houses, hospitals, and family justice resources

## Provision of Services in Family Court Related Matters

Although, Victim Service Workers are not expected to provide detailed information on family law and/or family court processes, clients who are victims of family and sexual violence may require support through family law related matters. The following are examples of services that might be provided in a family court context:

- ✦ Providing emotional support to victims of crime in relation to family law issues/family court matters;
- ✦ Helping to obtain family law related protection orders or obtaining copies of existing protection orders;
- ✦ Helping to obtain information about the family court process;
- ✦ Providing referral to family court related resources such as Legal Aid, Duty Counsel and Family Justice Counsellors;
- ✦ Ensuring that safety plans are up to date and relevant to all settings including family court; and,
- ✦ Providing information on peace bonds and protection orders.

Court proceedings and the serving of court documents can be a time of heightened risk. Ensuring clients are safe at these times is critical and therefore safety planning is extremely important. If a victim service worker believes that a victim of crime would also benefit from emotional support during the family court process, then it may be appropriate for them to meet with the victim at court or arrange meetings before and/or after court to provide emotional support to the victim. Providing this type of support must be balanced with an agency's other competing service priorities.

### A.5 Services Not Provided

Contractors are responsible for ensuring that the following services are not provided by victim service workers:

- ✦ Counselling – Victim service workers do not provide counselling or refer to themselves as counsellors unless they are registered counsellors
- ✦ Crime scene clean-up
- ✦ Victim Service Workers do not provide assistance in drafting forms relating to family court, including affidavits; or assist in civil/family trial preparation; and do not serve legal documents or conduct legal advocacy at civil/family court
- ✦ Legal advice
- ✦ Mental health services
- ✦ Victim transportation without appropriate vehicle insurance

### A.6 DEFINITIONS

**Adult** – All persons 19 years and over.

**Child** – All persons under the age of 13 years

**Child and Youth Physical Abuse** – Any form of assault, as defined in the Criminal Code of Canada, committed against a child or youth by an adult in a position of trust or authority.

**Child and Youth Sexual Abuse** – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against a child or youth.

**Emotional Support** - validation of the victim's emotional/psychological reactions to the incident, acknowledging the victim's strengths, active listening, reflection, validation, predicting, and preparing

**Safety Planning** – Developing a plan with the victim to manage safety and reduce the risk of further victimization.

**Sexual Assault** – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against an adult.

**Trafficked Person** - controlling a person by means of coercion and fear for the purpose of exploitation; the exploitation can take many forms such as sexual exploitation, labour exploitation, and domestic servitude.

**Victims of crime** - Direct victims of and witnesses to criminal offences and immediate/ surviving family members of direct victims of criminal offences

**Victims of family/sexual violence**

- victims of violence in relationships (adult, youth, or child)
- victims of sexual assault
- victims of criminal harassment
- victims of child abuse/assault (both physical and sexual)
- adult survivors of childhood abuse (both physical and sexual)
- child witnesses of family violence

**Victims of trauma** - Direct victims of and witnesses to non-criminal traumatic events which involve the police or other first responders, including, but not limited to motor vehicle accidents and sudden death next of kin notifications; immediate/ surviving family members of direct victims of traumatic events

**Victim Service Worker** – Program coordinator, volunteer, student, trainee, and work placement who is employed or retained to provide victim services under this Agreement.

**Violence in Relationships** – violence in intimate relationships, including married, common law and dating relationships; same-sex or heterosexual relationships, whether the persons are living together at the time of the violence or not. It may include assault, sexual assault, criminal harassment and other crimes which occur within the context of that relationship (e.g. a victim of break and enter, mischief, and theft that was committed by a former intimate partner).

**Youth** – All persons aged thirteen to eighteen.

## Schedule B – Terms and Conditions of Payment

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1. The Contractor will be paid an amount not exceeding **\$47,936.02** in the aggregate (the “Contract Price”) for the Term of the Contract in the following manner:

The Province will pay the Contractor on **the 15<sup>th</sup>** of each specified period:

**Fiscal 2016 – 2017 (April 1, 2016 – March 31, 2017) - PBVS - \$35,892.27**

- On April 15, 2016, the sum of **\$8,973.07**;
- On July 15, 2016, the sum of **\$8,973.07**;
- On October 15, 2016, the sum of **\$8,973.07**;
- On January 15, 2017, the sum of **\$8,973.06**.

**Fiscal 2017 – 2018 (April 1, 2017 – July 31, 2017) - PBVS - \$12,043.75**

- On April 15, 2017, the sum of **\$9,032.81**;
- On July 15, 2017, the sum of **\$3,010.94**.

2. Pursuant to paragraph 3.10 (a) and (b) of the Agreement, the Contractor will apply any Refund received to the provision of the Services.

## Schedule C – Criminal Record Checks

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1. The Contractor will ensure that every employee, volunteer, student, trainee and work placement who will work with children, or have unsupervised access to children in the performance of the Services under this Agreement, undergoes a criminal record check to determine whether that individual has a criminal record or has an outstanding charge which indicates that the individual presents a risk to the potential safety of children who may come into contact with that individual, and:
  - (a) Ensure that every person involved with the provision of the Services under this Agreement is suitably qualified to be entrusted with the care and protection of children; and
  - (b) Maintain and make available to the Province upon request, documentation showing that the criminal record check requirement set out in this Schedule has been met.

## Schedule D – Insurance

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1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - i. include the Province as an additional insured,
    - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - iii. include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
  - a) be primary; and
  - b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## Schedule E – Additional Terms

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### 1. Documents

Upon the Province's request, the Contractor will provide the following:

- (a) Board of Directors – a current list of all directors, including contact information for each director
- (b) *Workers Compensation Act* – proof of workers compensation coverage under the Act
- (c) Job Descriptions
- (d) Other documents as requested by the Province

### 2. Community-Based and Police-Based Victim Service programs - PROTOCOL

- (a) A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2016.

### 3. Police-based programs operating in detachments/police departments

The Contractor will ensure that the detachment/department commander or designated police officer is requested to supervise the Program Manager in the day to day delivery of the Services;

The Contractor will encourage the police to make referrals to ensure the Program's fullest utilization; and

The Contractor will ensure that any persons delivering or assisting with the delivery of the Services have undertaken the security and liability screening recommended by the police department or detachment in the area where the Services are to be delivered.

**Schedule G – Quarterly Statement of Operations**

**Community-based or Police-based Victim Services**

**Contractor:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Program Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Fiscal 2016 – 2017**

Quarter 1: April 01 - June 30, 2016

Quarter 3: October 01 - December 31, 2016

Quarter 2: July 01 - September 30, 2016

Quarter 4: January 01 - March 31, 2017

**Fiscal 2017 – 2018**

April 01, 2017 – July 31, 2017

	1	2	3	4	5=(4-3)
Revenue	Current Quarter	Year to Date	Fiscal Year-End Forecast	Approved Budget	Variance
	Amount	Amount			
Provincial - Victim Services and Crime Prevention Division					
Expenditures	Current Quarter	Year to Date			
	Amount	Amount			
<b>Salaries and Benefits</b>					
<b>Total Salaries and Benefits</b>					
<b>Victim Service Program Delivery Expenditures</b>					
Facilities (i.e. Rent, utilities, maintenance)					
Resource Materials					

Program delivery related travel					
Volunteer Appreciation					
Office supplies					
Promotion / Outreach					
Telephone / Fax / Internet					
Cellular Phone					
Memberships					
Other (specify):					
<b>Total Victim Service Program Delivery Costs</b>					
<b>Administration Expenditures</b>					
Victim Service Staff Training, Development, and associated travel					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
<b>Total Administration Expenditures</b>					
<b>Total Expenditures</b>					
<b>Excess of revenues over expenditures</b>					

**Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.**

\_\_\_\_\_  
COMPLETED BY:

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
DATE:

**Executive Director / Signing Authority:**

\_\_\_\_\_  
COMPLETED BY:

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
DATE:

**Note:**

- Please complete a separate Quarterly Statement of Operations Report for each program type**
- Please e-mail a signed copy to [VSPContracts@gov.bc.ca](mailto:VSPContracts@gov.bc.ca) or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.**

**Schedule H – Semi-Annual Report**

---

**Contractor:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Reporting Period:**

**Fiscal 2016 – 2017**

April 01, 2016 – September 30, 2016

October 01, 2016 – March 31, 2017

**Fiscal 2017 – 2018**

April 01, 2017 – July 31, 2017

**Program Type:**

Police Based Victim Services

Community-Based Victim Services

Children Who Witness Abuse

Stopping the Violence Counselling

Outreach Services

Multicultural Outreach Services

Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:

- 
2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?

- 
- 
3. Provide any additional comments you may have:



**SCHEDULE F**

**APRIL 1, 2016 – JULY 31, 2017 PROGRAM APPLICATION**

**PART I**

**A. APPLICANT INFORMATION**

Legal Name of Organization:	TOWN OF OSOYOOS.		
Incorporation # (for Societies only):			
Street Address: (include City, Province, and Postal Code)	8707 MAIN STREET, OSOYOOS, BC, V0H 1V0		
Mailing Address: (if different from above):	PO Box 3010, OSOYOOS, BC, V0H 1V0		
Telephone:	250-495-6515 ✓	Fax:	250-495-2400 ✓
<b>Organization Contact</b>			
Executive Director	JANETTE VAN VIANEN DIRECTOR OF CORPORATE SERVICES.		
Mailing Address: (if different from above)			
E-mail Address:	jvv@osooyoos.ca		
Telephone:	250-495-4600 ✓	Fax:	250-495-2400 ✓
Chair of Board (or other Board Member)			
Mailing Address: (if different from above)			
E-mail Address:			
Telephone:		Fax:	

**B. APPLICANT ADMINISTRATIVE INFORMATION**

1. Do your organization's human resources policies and procedures comply with the:

- |   |     |                                     |    |                          |
|---|-----|-------------------------------------|----|--------------------------|
| Employment Standards Act of British Columbia? | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| British Columbia Human Rights Code?           | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| Worker's Compensation Act (under WorkSafe BC) | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

2. Are the staff in your organization unionized? Yes  No

If answered "Yes" to the above,

Specify which union: CUPE

3. Are your program staff exempt from the collective agreement? Yes  No

4. Is your organization part of the Community Social Services Employers Association of BC (CSSEA)?

Member

Associate Member

Non-member

### C. COMMERCIAL GENERAL LIABILITY INSURANCE

All contractors are required to have Commercial General Liability (CGL) insurance in accordance with the terms of the Transfer Under Agreement.

*The criteria for CGL include:*

1. *Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under the Agreement;*
2. *The Province must be included as an additional insured;*
3. *The policy must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and*
4. *The policy must include a cross liability clause*

A Certificate of Insurance will be included when you receive your contract. Please have your insurer complete and return to the Province as quickly as possible.

Attached for your reference is **Appendix A – Master Insurance Program**. The Appendix provides general information on the Master Insurance Program.

Please choose from **ONE** of the following options:

**Option A:** Your agency carries its own Commercial General Liability (CGL) coverage (as described above) that covers the programs and services you are applying to provide.

or

**Option B:** Your agency is requesting enrolment in the Province's Master Insurance Program.

**PART II PROGRAM INFORMATION**

**NOTE:** FOR EACH PROGRAM APPLIED FOR, A SEPARATE PROGRAM INFORMATION FORM MUST BE COMPLETED.

**A. Program Contact Information**

Program Type:	<input type="checkbox"/> CWWA	<input type="checkbox"/> STV	<input type="checkbox"/> OR
	<input type="checkbox"/> Multi OR	<input type="checkbox"/> CBVS	<input checked="" type="checkbox"/> PBVS
Street Address:	16 EAGLE COURT		
	<i>(Do not disclose physical address if program is located in a TH or SH.)</i>		
Mailing Address: (if different from above):	Box 960, OSOYOOS, BC, V0H 1V0		
Program Telephone:	250-495-4704 ✓	Program Fax:	250-495-7416
Program Coordinator:	TINA LOUISE WALLNER	Telephone:	250-498-9646
Program Coordinator E-mail:	Tinalouise.Wallner@ramp-grc.gc.ca		
Program Coordinator Address:	Box 960, OSOYOOS, BC, V0H 1V0		
Names of all additional paid program staff:			
	Name	Position	E-mail Address
	N/A		
↓ Police-based Victim Service Programs only ↓			
Police Department/ Detachment Liaison:	CPL JASON BAYDA		
Mailing Address:	Box 960, OSOYOOS, BC, V0H 1V0		
Telephone:	250-495-7236	Fax:	250-495-7829

E-mail Address: Jason.bayda@rcmp-grc.gc.ca

**B. Program Delivery**

This section pertains only to the "Victim Service Program" or "Violence Against Women Program" funded by Victim Services and Crime Prevention Division (the "Division"), Ministry of Justice. **DO NOT** include details of other programs your organization administers.

1. What are the scheduled hours of operation of the program? (E.g. Monday to Friday, 8:30 am to 4:30 pm)

Days: MONDAY & THURSDAY Hours: 8:00 - 4:00 PM

2. Indicate the base hourly wage paid for **each** of the program position(s):

Program Position	Base Hourly Wage
<u>PROGRAM COORDINATOR</u>	<u>24.01</u>

3. Indicate the number of hours per week and the base hourly wage paid for clinical supervision (if provided):

Position	Hours per week	Base Hourly Wage
	<u>2-3 / mo</u>	<u>15.80</u>

**FOR SOCIETIES ONLY:**

1. Attach a copy of your Society's current:
  - a) Annual report (If an annual report is not produced, attach a copy of the minutes from the last Annual General Meeting)

**Note the following when completing your April 1, 2016 – July 31, 2017 Budget Proposal:**

1. For each program applied for, a **separate** Budget Proposal must be completed.
2. Ministry guidelines require that **Police-based and Community-based Victim Service Programs** are to allocate **at least 80%** of provincial funding towards "Salaries and Benefits" for direct service delivery and direct supervision costs (Section 2A of the Budget Proposal).
3. For **Police-based Victim Service Programs** that are cost-shared with municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal" or "Regional District" is 20% of cash. "In kind" expenditures include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.
4. For **Violence Against Women Programs**, your budget should confirm that you are providing the number of hours as stated in your contract.
5. Your **Budget Proposal must be balanced and equal to the amount identified in your Program Application Cover Letter.**

## April 1, 2016 – July 31, 2017 BUDGET PROPOSAL

Your Budget Proposal should reflect the Province's costs of delivering a program.  
Incomplete Budget Proposals will cause a delay in the assessment of your application.

**Please Note: We are asking agencies to submit program budget proposals for the period April 1, 2016 through to July 31, 2017.**

Program Type:

CWWA     
  STV     
  OR     
  Multi OR     
  CBVS     
  PBVS

Program Location (e.g. Surrey): \_\_\_\_\_

### 1. PROGRAM REVENUES

SOURCE	CASH	IN-KIND	TOTAL
Ministry of Justice - VSCPD	47,936.02		47,936.02
Municipal Government			
Regional District			
Applicant Organization			
Other: (Please specify)			
<b>TOTAL PROGRAM REVENUES</b>			

**NOTE: Police-Based Victim Service Programs**

If the program is cost-shared with your municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal Government" or "Regional District" is 20% of cash. "In kind" expenditures include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.

### 2. PROGRAM EXPENDITURES

A. Salaries and Benefits (includes direct service delivery, direct supervision and clinical supervision costs only.)

**Note: Include receptionist position(s) under Administration "Administrative Support wages"**

POSITION(S) by Job Title:	SALARY	BENEFITS	TOTAL COST	FUNDED FROM VSCPD
1. PROGRAM COORDINATOR	30,866.02	8,600	39,466.02	39,466.02
2.				
3.				
4.				
5.				
6.				
<b>TOTAL SALARIES AND BENEFITS</b>	<b>30,866.02</b>	<b>8,600</b>	<b>39,466.02</b>	<b>39,466.02</b>

**B. PROGRAM DELIVERY** (Expenses directly related to the delivery of the program.)

EXPENSE	TOTAL COST	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	Ø	Ø
Resource Materials	BUDGET CUT	Ø
Program Delivery Related Travel	2,900	2,900
Volunteer Appreciation	Ø	Ø
Staff Training, Development, and Associated Travel	Ø	Ø
Office Supplies	370	370
Promotion / Outreach	BUDGET CUT	Ø
Telephone / Fax / Internet	Ø	Ø
Cellular Phone	2700	2700
Memberships (specify):	300	300
Program Delivery Supplies (specify):	Ø	Ø
Other (specify) CLINICAL SUPERVISION	2,200	2,200
<b>TOTAL PROGRAM DELIVERY COSTS</b>	<b>8,470 ✓</b>	<b>8,470 ✓</b>

**C. ADMINISTRATION** (Expenses indirectly related to the delivery of the program)

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	Ø	Ø
Management Wages	2,000	Ø
Administrative Support Wages	Ø	Ø
Bookkeeping / Audit	1,750	Ø
Other (specify)		Ø
<b>TOTAL ADMINISTRATION COSTS</b>	<b>3,750 ✓</b>	<b>Ø</b>

TOTAL PROGRAM EXPENDITURES

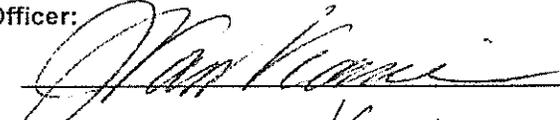
EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
A. Total Salaries and Benefits	39,466.02	39,466.02
B. Total Program Delivery Costs	8,470.00	8,470.00
C. Total Administration Costs	3,750.00	∅
TOTAL EXPENDITURES (A+B+C)	51,686.02	47,936.02

**SUBMITTED BY: AUTHORIZED SIGNING OFFICER FOR ORGANIZATION**

Please note that if the applicant is a Society, the signatures of at least **ONE Board** member is required

**As an authorized signing officer for the organization, I hereby certify that all the information contained on this application including all attachments is accurate and correct to the best of my knowledge:**

Authorized Signing Officer:

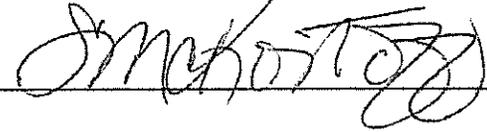
Signature: 

Name: JANETTE VAN KIENEW

Title: DIRECTOR OF CORPORATE SERVICES

Date: January 19, 2016

Board Member:

Signature: 

Name: SUZAN MCKORTOFF

Title: MAYOR

Date: 8 January 20, 2016

**FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY**

Approved By:

Program Manager: Wendy Potter

Signature: 

Date: Feb 9 2016

Comments / Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

## BOARD of DIRECTORS MEETING

Thursday, April 7, 2016

10:00 a.m.

## REGULAR AGENDA

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### A. APPROVAL OF AGENDA

**RECOMMENDATION 1** (Unweighted Corporate Vote – Simple Majority)

**THAT the Agenda for the RDOS Board Meeting of April 7, 2016 be adopted.**

#### 1. Consent Agenda – Corporate Issues

##### a. Planning and Development Committee – March 24, 2016

*THAT the Minutes of the March 24, 2016 Planning and Development Committee be received.*

##### b. Protective Services Committee – March 24, 2016

*THAT the Minutes of the March 24, 2016 Protective Services Committee be received.*

##### c. RDOS Regular Board Meeting – March 24, 2016

*THAT the minutes of the March 24, 2016 RDOS Regular Board meeting be adopted.*

**RECOMMENDATION 2** (Unweighted Corporate Vote – Simple Majority)

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

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### B. DEVELOPMENT SERVICES – Rural Land Use Matters

#### 1. Temporary Use Permit Application — L. & P. Riccio, 3055 Hayman Rd., Naramata, Electoral Area “E”

- a. Permit
- b. Responses Received

To allow for the operation of a short-term vacation rental use.

**RECOMMENDATION 3** (Unweighted Rural Vote – Simple Majority)

**THAT the Board of Directors approve Temporary Use Permit No. E2016.006-TUP.**

---

**2. Development Variance Permit Application — R. and M. Lesnoski, 513 Sunglo Drive, Electoral Area “F”**

- a. Permit
- b. Responses Received

To formalize the siting of an existing accessory building (garage/shop).

**RECOMMENDATION 4** (Unweighted Rural Vote – Simple Majority)

**THAT the Board of Directors approve Development Variance Permit No. F2016.009–DVP.**

---

**3. Consultant for Regional Growth Strategy Review – Phase 2**

To select a consultant for Phase 2 of the RGS Review

**RECOMMENDATION 5** (Weighted Participants Vote – Majority)

**THAT the review of the Sub-Regional Growth Strategy (RGS) be sole sourced to the Arlington Group/EcoPlan at a cost of \$45,000.**

---

**C. COMMUNITY SERVICES – Recreation Services**

**1. Kaleden Parks & Recreation Commission Appointments**

To re-appoint the members to the Commission.

**RECOMMENDATION 6** (Unweighted Corporate Vote – Simple Majority)

**THAT the Board rescind the appointment of Kim Denis from the Kaleden Parks & Recreation Commission;**

**AND THAT a letter is forwarded to Ms. Denis thanking her for her contribution to the Kaleden Parks & Recreation Commission;**

**AND THAT the Board re-appoint the following people as members of the Kaleden Parks & Recreation Commission for the periods indicated:**

<b>Name</b>	<b>Term</b>	<b>Expires</b>
Paul Chahil	2 years	March 31, 2018
Wendy Busch	2 years	March 31, 2018
Bruce Ramage	2 years	March 31, 2018
Jaynie Molloy	2 Years	March 31, 2018

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## 2. Similkameen Parks & Recreation Commission Appointment

To re-appoint a member to the Commission.

**RECOMMENDATION 7** (Unweighted Corporate Vote – Simple Majority)

**THAT the Board re-appoint Wendy Stewart as a member of the Similkameen Parks & Recreation Commission for a two-year term ending December 31, 2017;**

**AND THAT the Board rescind the appointment of Peggy Boucher and Jodie Carter from the Similkameen Parks & Recreation Commission;**

**AND THAT a letter is forwarded to Ms. Boucher and Ms. Carter thanking them for their contribution to the Similkameen Parks & Recreation Commission.**

---

## 3. KVR Grant Application - BikeBC Funding

To secure Provincial funding for the continued development of the KVR Trail between Kaleden and Penticton.

**RECOMMENDATION 8** (Unweighted Corporate Vote – Simple Majority)

**THAT the Board of Directors support the application to the BikeBC Funding Program for further development of the Skaha Lake KVR Trail.**

---

## D. COMMUNITY SERVICES – Rural Projects

### 1. Fairview Heritage Townsite Licence of Occupation - Renewal

To renew a License of Occupation for 30 years for a discovery centre.

**RECOMMENDATION 9** (Unweighted Corporate Vote – Simple Majority)

**THAT the Board of Directors renew the License of Occupation for heritage and ecological cultural discovery centre purposes over Lots 6-11 of Plan 7235 together with Lots 4 and 5 of Plan 5881 all of Section 12, Township 54, Osoyoos Division Yale District, containing 31.3 hectares, for a period of 30 years; and further,**

**THAT the Board authorize the Chair and Chief Administrative Officer to execute the License of Occupation.**

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## E. CAO REPORTS

### 1. Verbal Update

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**F. OTHER BUSINESS**

**1. Chair’s Report**

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**2. Directors Motions**

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**3. Board Members Verbal Update**

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**G. ADJOURNMENT**



**Minutes are in DRAFT form and are subject  
to change pending approval by Regional District Board**

## REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

### Planning and Development Committee

Thursday, March 24, 2016

9:00 am

## Minutes

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### MEMBERS PRESENT:

Chair M. Brydon, Electoral Area "F"	Director K. Kozakevich, Electoral Area "E"
Vice Chair G. Bush, Electoral Area "B"	Director H. Konanz, City of Penticton
Director F. Armitage, Town of Princeton	Director A. Martin, City of Penticton
Director M. Bauer, Village of Keremeos	Director S. McKortoff, Town of Osoyoos
Director T. Boot, District of Summerland	Director M. Pendergraft, Electoral Area "A"
Director E. Christensen, Electoral Area "G"	Director T. Schafer, Electoral Area "C"
Director L. Allison, Alt. Electoral Area "H"	Director J. Sentes, City of Penticton
Director R. Hovanes, Town of Oliver	Director T. Styffe, Alt. Electoral Area "D"
Director A. Jakubeit, City of Penticton	Director P. Waterman, District of Summerland

### MEMBERS ABSENT:

Director T. Siddon, Electoral Area "D"  
Director B. Coyne, Electoral Area "H"

### STAFF PRESENT:

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

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### A. APPROVAL OF AGENDA

#### **RECOMMENDATION 1**

#### **It was MOVED and SECONDED**

THAT the Agenda for the Planning and Development Committee Meeting of March 24, 2016 be adopted. - **CARRIED**

---

### B. Climate Leadership Plan Comments – for discussion

1. BC Climate Action Charter
2. CLT Power Point

The Manager of Development Services will compile comments into a report to be submitted to the Province.

---

### C. ADJOURNMENT

By consensus, the Planning and Development Committee meeting of March 24, 2016 adjourned at 9:25 a.m.

APPROVED:

CERTIFIED CORRECT:

\_\_\_\_\_  
M. Brydon  
Planning and Development Committee Chair

\_\_\_\_\_  
B. Newell  
Corporate Officer



**Minutes are in DRAFT form and are subject  
to change pending approval by Regional District Board**

## **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

### **Protective Services Committee**

Thursday, March 24, 2016

9:25 am

## **Minutes**

---

#### **MEMBERS PRESENT:**

Chair A. Jakubeit, City of Penticton  
Vice Chair T. Schafer, Electoral Area "C"  
Director F. Armitage, Town of Princeton  
Director M. Bauer, Village of Keremeos  
Director T. Boot, District of Summerland  
Director M. Brydon, Electoral Area "F"  
Director G. Bush, Electoral Area "B"  
Director E. Christensen, Electoral Area "G"  
Director L. Allison, Alt. Electoral Area "H"

Director R. Hovanes, Town of Oliver  
Director H. Konanz, City of Penticton  
Director K. Kozakevich, Electoral Area "E"  
Director A. Martin, City of Penticton  
Director S. McKortoff, Town of Osoyoos  
Director M. Pendergraft, Electoral Area "A"  
Director J. Sentes, City of Penticton  
Director T. Styffe, Alt. Electoral Area "D"  
Director P. Waterman, District of Summerland

#### **MEMBERS ABSENT:**

Director T. Siddon, Electoral Area "D"  
Director B. Coyne, Electoral Area "H"

#### **STAFF PRESENT:**

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

D. Kronebusch, Emergency Services Supervisor

---

#### **A. APPROVAL OF AGENDA**

##### **RECOMMENDATION 1**

##### **IT WAS MOVED AND SECONDED**

THAT the Agenda for the Protective Services Committee Meeting of March 24, 2016 be adopted. - **CARRIED**

---

#### **B. Modernization of the Emergency Program Act**

1. Town of Osoyoos Submission
2. Prepared and Resilient Discussion Paper

Administration will summarize the Committee's comments and submit to the Ministry.

---

#### **C. ADJOURNMENT**

By consensus, the Protective Services Committee meeting of March 24, 2016 adjourned at 9:57 a.m.

APPROVED:

CERTIFIED CORRECT:

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A. Jakubeit  
Protective Services Committee Chair

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B. Newell  
Chief Administrative Officer



**Minutes are in DRAFT form and are subject to change pending approval by Regional District Board**

## REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

### BOARD of DIRECTORS MEETING

Minutes of the Board Meeting of the Regional District of Okanagan-Similkameen (RDOS) Board of Directors held at 10:47 a.m. Thursday, March 24, 2016 in the Boardroom, 101 Martin Street, Penticton, British Columbia.

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#### MEMBERS PRESENT:

Chair M. Pendergraft, Electoral Area "A"  
Vice Chair A. Jakubeit, City of Penticton  
Director F. Armitage, Town of Princeton  
Director M. Bauer, Village of Keremeos  
Director T. Boot, District of Summerland  
Director M. Brydon, Electoral Area "F"  
Director G. Bush, Electoral Area "B"  
Director E. Christensen, Electoral Area "G"  
Director B. Coyne, Electoral Area "H"

Director R. Hovanes, Town of Oliver  
Director H. Konanz, City of Penticton  
Director K. Kozakevich, Electoral Area "E"  
Director A. Martin, City of Penticton  
Director S. McKortoff, Town of Osoyoos  
Director T. Schafer, Electoral Area "C"  
Director J. Sentes, City of Penticton  
Director T. Siddon, Electoral Area "D"  
Director P. Waterman, District of Summerland

#### MEMBERS ABSENT:

#### STAFF PRESENT:

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

S. Croteau, Manager of Finance  
R. Huston, Manager of Public Works

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#### A. APPROVAL OF AGENDA

##### **RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)**

##### **It was MOVED and SECONDED**

THAT the [Agenda](#) for the RDOS Board Meeting of March 24, 2016 be adopted as amended to include discussion on school closure and a discussion on the breakdown of communication regarding a downed repeater site. - **CARRIED**

#### 1. Consent Agenda – Corporate Issues

##### a. Corporate Services Committee – March 10, 2016

*THAT the Minutes of the March 10, 2016 Corporate Services Committee be received.*

##### b. Environment and Infrastructure Committee – March 10, 2016

*THAT the Minutes of the March 10, 2016 Environment and Infrastructure Committee be received.*

##### c. Planning and Development Committee – March 10, 2016

*THAT the Minutes of the March 10, 2016 Planning and Development Committee be received.*

- d. RDOS Regular Board Meeting – March 10, 2016  
*THAT the minutes of the March 10, 2016 RDOS Regular Board meeting be adopted.*

**RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)**

**It was MOVED and SECONDED**

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

---

**B. DEVELOPMENT SERVICES – Rural Land Use Matters**

1. Official Community Plan & Zoning Bylaw Amendment, Palomino Estates Ranch & Vineyard, Electoral Area “E”.
  - a. Bylaw No. 2458.09
  - b. Bylaw No. 2459.18
  - c. Responses

**RECOMMENDATION 3 (Unweighted Rural Vote – Simple Majority)**

**It was MOVED and SECONDED**

THAT Bylaw No. 2458.09, 2016, Electoral Area “E” Official Community Plan Amendment Bylaw and Bylaw No. 2459.18, 2016, Electoral Area “E” Zoning Amendment Bylaw be read a first and second time and proceed to a public hearing;

AND THAT the Board considers the process, as outlined in the report from the Chief Administrative Officer dated March 24, 2016, to be appropriate consultation for the purpose of Section 475 of the *Local Government Act*;

AND THAT, in accordance with Section 477 of the *Local Government Act*, the Board has considered Amendment Bylaw No. 2458.09, 2016, in conjunction with its Financial and applicable Waste Management Plans. - **CARRIED**

---

**RECOMMENDATION 4 (Unweighted Corporate Vote – Simple Majority)**

**It was MOVED and SECONDED**

THAT the holding of the public hearing be delegated to Director Kozakevich or delegate;

AND THAT staff schedule the date, time, and place of the public hearing in consultation with Director Kozakevich;

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

---

2. Development Variance Permit Application — 4035 1st Street, Electoral Area “E”.
  - a. Development Variance Permit

**RECOMMENDATION 5 (Unweighted Rural Vote – Simple Majority)**

**It was MOVED and SECONDED**

THAT the Board of Directors approve Development Variance Permit No. E2016.005–DVP. - **CARRIED**

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3. Development Variance Permit Application — 805 Vedette Drive, Electoral Area “F”.
  - a. Development Variance Permit

**RECOMMENDATION 6 (Unweighted Rural Vote – Simple Majority)**

**It was MOVED and SECONDED**

THAT the Regional Board defers making a decision and directs that the proposal be considered by the Electoral Area “F” Advisory Planning Commission (APC). - **CARRIED**

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**C. ENGINEERING SERVICES**

1. Apex Waste Transfer Station Design and Tendering Contract Award

**RECOMMENDATION 7 (Weighted Corporate Vote – Majority)**

**It was MOVED and SECONDED**

THAT the Board of Directors award the design and tendering work for the “Apex Waste Transfer Station” project to McElhanney Consulting Services Ltd. in the amount of \$82,666 plus applicable taxes; and,

THAT the Board of Directors authorizes the Chair and Chief Administrative Officer to execute a consulting services agreement with McElhanney Consulting Services Ltd.

**CARRIED**

---

2. Odour Modelling of Potential Private Compost Sites

**RECOMMENDATION 8 (Weighted Corporate Vote – Majority)**

**It was MOVED and SECONDED**

THAT the Board sole source the odour modelling of three (3) potential compost facility sites to Tetra Tech EBA for the amount of \$26,500 plus GST. - **CARRIED**

---

**D. COMMUNITY SERVICES – Protective Services**

1. Tulameen Fire Truck Acquisition
  - a. Request for Quotations

**RECOMMENDATION 9 (Weighted Corporate Vote – Majority)****It was MOVED and SECONDED**

THAT the Board of Directors award the purchase of a Fire Truck to Fort Gary Fire Trucks for \$319,856.17 (excluding GST); and further,

THAT the Board authorizes the Chair and Chief Administrative Officer to execute the purchase agreement. - **CARRIED**

---

**E. COMMUNITY SERVICES – Recreation Services**

1. Okanagan Falls Parks & Recreation Commission Rescinding Appointment

**RECOMMENDATION 10 (Unweighted Corporate Vote – Simple Majority)****It was MOVED and SECONDED**

THAT the Board rescind the appointment Ed Melenka from the Okanagan Falls Parks & Recreation Commission;

AND THAT a letter is forwarded to Mr. Melenka thanking him for his contribution to the Okanagan Falls Parks & Recreation Commission. - **CARRIED**

---

**F. FINANCE**

1. Area “H” Community Facilities Capital Reserve Expenditure Bylaw
  - a. Bylaw No. 2731, 2016

**RECOMMENDATION 11 (Weighted Corporate Vote – 2/3)****It was MOVED and SECONDED**

THAT Bylaw No. 2731, 2016, Electoral Area “H” Community Facilities Capital Reserve Fund Expenditure Bylaw be read a first, second and third time and be adopted. - **CARRIED**

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**G. OFFICE OF THE CAO**

1. Electoral Area “E” Parkland Acquisition Loan Authorization
  - a. Bylaw No. 2729, 2016

**RECOMMENDATION 12 (Weighted Corporate Vote – Majority)****It was MOVED and SECONDED**

THAT Electoral Area “E” Parkland Acquisition Loan Authorization Bylaw No. 2729, 2016 be read a first, second and third time and be forwarded to the Inspector of Municipalities for approval prior to elector approval; and further,

THAT the Board of Directors authorize that elector approval for the adoption of the bylaw be obtained through an Alternative Approval Process. - **CARRIED**

---

2. Land Purchase – School District 67
  - a. Offer to Purchase

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

THAT the Board of Directors authorize the purchase of the lands in Electoral Area “E”, legally described as:

- PID 012-195-278, Lot 4, Block 30, DL 210, SDYD, Plan 575
- PID 012-195-286, Lot 5, Block 30, DL 210, SDYD, Plan 575
- PID 012-195-308, Lot 6, Block 30, DL 210, SDYD, Plan 575

AND THAT the purchase amount of \$451,000.00 be authorized to be withdrawn from Reserve in the following manner:

- \$440,000 of Area E Parkland Acquisition Reserve, and
- \$11,000 of capital reserve funds.

**CARRIED**

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**H. CAO REPORTS**

1. Verbal Update
- 

**I. OTHER BUSINESS**

1. Chair’s Report
-

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2. School Closure

The Board of Directors discussed the possible creation of a service area to subsidize school costs. The Town of Osoyoos noted options in a letter to the Province which is posted on their website.

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3. Downed Repeater Site

Dale Kronebusch, Emergency Services Supervisor, advised the Board that a downed City of Penticton repeater site was replaced with a new one.

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4. Board Representation

- a. Municipal Finance Authority (MFA) - *Pendergraft*
  - b. Okanagan Basin Water Board (OBWB) – *McKortoff, Martin, Waterman*
    - i. OBWB Report – March 2016
  - c. Okanagan-Kootenay Sterile Insect Release Board (SIR) - *Bush*
  - d. Okanagan Regional Library (ORL) - *Kozakevich*
  - e. Okanagan Film Commission (OFC) - *Jakubeit*
  - f. Southern Interior Beetle Action Coalition (SIBAC) - *Armitage*
  - g. Southern Interior Municipal Employers Association (SIMEA) - *Kozakevich*
  - h. Southern Interior Local Government Association (SILGA) – *Konanz*
  - i. Starling Control - *Bush*
  - j. UBC Water Chair Advisory Committee – *Bauer*
  - k. Sustainable Rural Practices Committee - *McKortoff*
- 

5. Directors Motions

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6. Board Members Verbal Update

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**J. ADJOURNMENT**

By consensus, the meeting adjourned at 12:11 p.m.

APPROVED:

CERTIFIED CORRECT:

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M. Pendergraft  
RDOS Board Chair

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B. Newell  
Corporate Officer

**TO:** Board of Directors  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Temporary Use Permit Application — Electoral Area “E”



---

**Administrative Recommendation:**

**THAT the Board of Directors approve Temporary Use Permit No. E2016.006-TUP;**

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Purpose: To allow for the operation of a short-term vacation rental use.

Owners: Lucio & Patricia Riccio

Applicants: Patricia Riccio Folio: E-02120.001

Civic: 3055 Hayman Rd., Naramata Legal: Lot 1, Block 1, District Lot 209, SDYD, Plan 576

OCP: Low Density Residential (LR) Zoning: Small Holdings Four (SH4)

---

**Proposal:**

This application seeks approval for the operation of a short-term vacation rental use at the subject property which will be comprised of three (3) bedrooms within the existing single detached dwelling and three (3) on-site vehicle parking spaces. The applicant has indicated that they purchased the property on November 30, 2013 and had long-term renters living there until recently. The applicant is proposing to offer short-term vacation rentals for the period between May 1<sup>st</sup> and October 31<sup>st</sup>, 2016.

**Site Context:**

The subject parcel is approximately 4,761m<sup>2</sup> in area, is situated on the west side of Hayman Road and is bounded by Old Main Road along its rear boundary. Development on the property is seen to be comprised of a single detached dwelling and vineyard.

The surrounding pattern of development is characterised by similar low density residential parcels with vineyards.

**Background:**

The property was created by a subdivision deposited March, 1909. The single family dwelling on the property was constructed in 1995 and the applicant has indicated that there are approximately 1000 vines of Pinot Gris in their 7<sup>th</sup> year on the property.

Under the Electoral Area “E” Zoning Bylaw No. 2459, 2008, the property is currently zoned Small Holdings Four (SH4) which allows for “single detached dwellings” and “agriculture” as principal permitted uses, with a limited accommodation of commercial uses in the form of “home occupations”, “home industries”, “bed and breakfast operations”, and agri-tourism activities as permitted secondary uses.

---

Under the Electoral Area “E” Official Community Plan (OCP) Bylaw No. 2458, 2008, an objective of the Board in relation to residential areas is generally to maintain the character of an area, however, “the provision of paid accommodation for visitors through the short-term rental of residences provided that community and neighbourhood residential needs and other land use needs can be addressed” is also supported.

The property is shown as possessing a geological classification of “hazard of slumps and slides” wherein site specific engineering investigations are recommended where high density development is anticipated.

**Public Process:**

At its meeting of March 14, 2016, the Electoral Area “E” Advisory Planning Commission (APC) resolved to recommend to the RDOS Board that the proposed temporary use be approved until December 31, 2016.

Under Section 5.1.1 of the Regional District’s Development Procedures Bylaw No. 2500, 2011, the Board may require that a Public Information Meeting be held prior to the consideration of a TUP, “if it considers the proposal to be of a significant scale or nature warranting an additional opportunity for the public to access information and inquire about the proposal beyond that available through the regular application referral and public hearing process.”

In this instance, Administration notes that this property has not previously been the subject of a written complaint related to vacation rental uses and considers the direct notification of adjacent neighbours to be sufficient.

In accordance with Section 2.5 of Schedule ‘5’ of the Development Procedures Bylaw, this proposal has been referred to the external agencies listed at Attachment No. 2. To date, comments have been received from the Ministry of Forests, Lands and Natural Resource Operations and the Ministry of Transportation and Infrastructure, and are included as a separate item on the Agenda.

**Alternatives:**

1. THAT the Board of Directors deny Temporary Use Permit No. E2016.006-TUP; OR
2. THAT the Board of Directors defer consideration of Temporary Use Permit No. E2016.006-TUP subject to the completion of a Public Information Meeting to be organised by the applicant.

**Analysis:**

In assessing this proposal, Administration notes that the OCP Bylaw contains a number of criteria against which the Board will consider an application for a TUP related to a vacation rental use in a residential neighbourhood. These include:

- a) *capability of accommodating on-site domestic water and sewage disposal;*
- b) *mitigating measures such as screening and fencing;*
- c) *provision of adequate off-street parking;*
- d) *confirmation that the structure proposed for use as a vacation rental meets a minimum standard for health and safety; and*
- e) *benefits that such accommodation may provide to the community.*

In response, the applicant has stated “at the time we purchased the property, we had the septic tank inspected and cleaned and will be cleaning it again in the spring. We don’t expect there to be a septic system capacity issue given the home was initially constructed with the three bedrooms. Upon possession, we replaced the existing toilets with low-flow toilets and we also have low-flow shower heads in each of the shower tubs”.

The applicant’s site plan shows cedar hedges, which provide screening along the northern and eastern property lines. With respect to parking, the applicant has indicated “our home has more than adequate off-street parking to accommodate several vehicles. The attached garage is a two car garage and there is also sufficient room in front of the garage to easily park an additional three vehicles. The former owners usually had their trailer parked next to the landscaped slope and... had no problems parking two vehicles beside the trailer.”

A health and safety inspection has been scheduled through the RDOS Building Inspection Department and will be conducted by the second week of March. If any deficiencies are identified, they will be addressed prior to the application being considered by the Board.

With regard to the benefit to the community, the applicant has stated that:

*We have a joint vineyard together with our immediate neighbours at 3035 Hayman Road and they are aware that we are making this application. It is imperative that we maintain a very good relationship with the Madsen family as Dean looks after the vineyard when we are not there. Further along Hayman Road to the south is the home of Beat and Prudence Mahrer who own Ruby Blues Winery. Kettle Valley Winery is at the end of our Road. Again, we anticipate that these neighbours, as well as others, will be pleased to have tourists and prospective clients in the area to help support their businesses.*

Given that the OCP Bylaw supports vacation rental uses subject to the aforementioned criteria generally being satisfied, Administration is supportive of this proposal.

Under the Regional District’s “Vacation Rental Temporary Use Permit Policy”, a term limit not exceeding 18 months shall be applied to Temporary Use Permit being issued for a vacation rental use on land which has not been the subject of such an approved use previously (or which is being proposed by new owners of the land).

The intent of this Policy is to allow for a new vacation rental use to operate for one “season” in order to determine if such a use is inappropriate, incompatible or unviable at a particular location and, if so, to allow for the permit to lapse or not be renewed within a relatively short period. In this instance, Administration is recommending that the term of this TUP be to December 31, 2016.

**Respectfully submitted:**



S. Lightfoot, Planning Technician

**Endorsed by:**



D. Butler, Development Services Manager

Attachments: No. 1 – Agency Referral List  
No. 2 – Site Photo (Google Streetview)

Attachment No. 1 – Agency Referral List

Referrals have been sent to the following agencies as highlighted with a , prior to Board consideration of TUP No. E2016.006-TUP:

<input type="checkbox"/>	Agricultural Land Commission (ALC)	<input type="checkbox"/>	City of Penticton
<input checked="" type="checkbox"/>	Interior Health Authority (IHA)	<input type="checkbox"/>	District of Summerland
<input type="checkbox"/>	Ministry of Agriculture	<input type="checkbox"/>	Town of Oliver
<input type="checkbox"/>	Ministry of Community, Sport and Cultural Development	<input type="checkbox"/>	Town of Osoyoos
<input type="checkbox"/>	Ministry of Energy & Mines	<input type="checkbox"/>	Town of Princeton
<input checked="" type="checkbox"/>	Ministry of Environment	<input type="checkbox"/>	Village of Keremeos
<input type="checkbox"/>	Ministry of Forests, Lands & Natural Resource Operations	<input checked="" type="checkbox"/>	Okanagan Nation Alliance (ONA)
<input checked="" type="checkbox"/>	Archaeology Branch	<input checked="" type="checkbox"/>	Penticton Indian Band (PIB)
<input checked="" type="checkbox"/>	Ministry of Transportation and Infrastructure	<input type="checkbox"/>	Osoyoos Indian Band (OIB)
<input type="checkbox"/>	Integrated Land Management Bureau	<input type="checkbox"/>	Upper Similkameen Indian Bands (USIB)
<input type="checkbox"/>	BC Parks	<input type="checkbox"/>	Lower Similkameen Indian Bands (LSIB)
<input type="checkbox"/>	School District #53 (Okanagan Similkameen)	<input type="checkbox"/>	Environment Canada
<input type="checkbox"/>	School District #58 (Nicola Similkameen)	<input type="checkbox"/>	Fisheries and Oceans Canada
<input type="checkbox"/>	School District #67 (Okanagan Skaha)	<input checked="" type="checkbox"/>	Fortis

Attachment No. 2 – Site Photo (Google Streetview)





# TEMPORARY USE PERMIT

---

FILE NO.: E2016.006-TUP

TO: Lucio & Patricia Riccio

## GENERAL CONDITIONS

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

## APPLICABILITY

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

Legal Description: Lot 1, Block 1, District Lot 209, SDYD, Plan 576

Civic Address/location: 3055 Hayman Road, Naramata

Parcel Identifier (PID): 012-217-018 Folio: E-02120.001

## TEMPORARY USE

6. In accordance with Section 19.0 of the Electoral Area "E" Official Community Plan Bylaw No. 2458, 2008, the land specified in Section 5 may be used for a vacation rental use as defined in the Electoral Area "E" Zoning Bylaw, being the use of a residential dwelling unit for the accommodation of paying guests occupying the dwelling unit for a period of less than 30 days.

## **CONDITIONS OF TEMPORARY USE**

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

## **COVENANT REQUIREMENTS**

8. Not applicable.

## **SECURITY REQUIREMENTS**

9. Not applicable.

**EXPIRY OF PERMIT**

10. This Permit shall expire on the 31<sup>st</sup> day of December, 2016.

Authorising resolution passed by Regional Board on \_\_\_ day of \_\_\_\_\_, 2016.

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B. Newell, Chief Administrative Officer

# Regional District of Okanagan-Similkameen

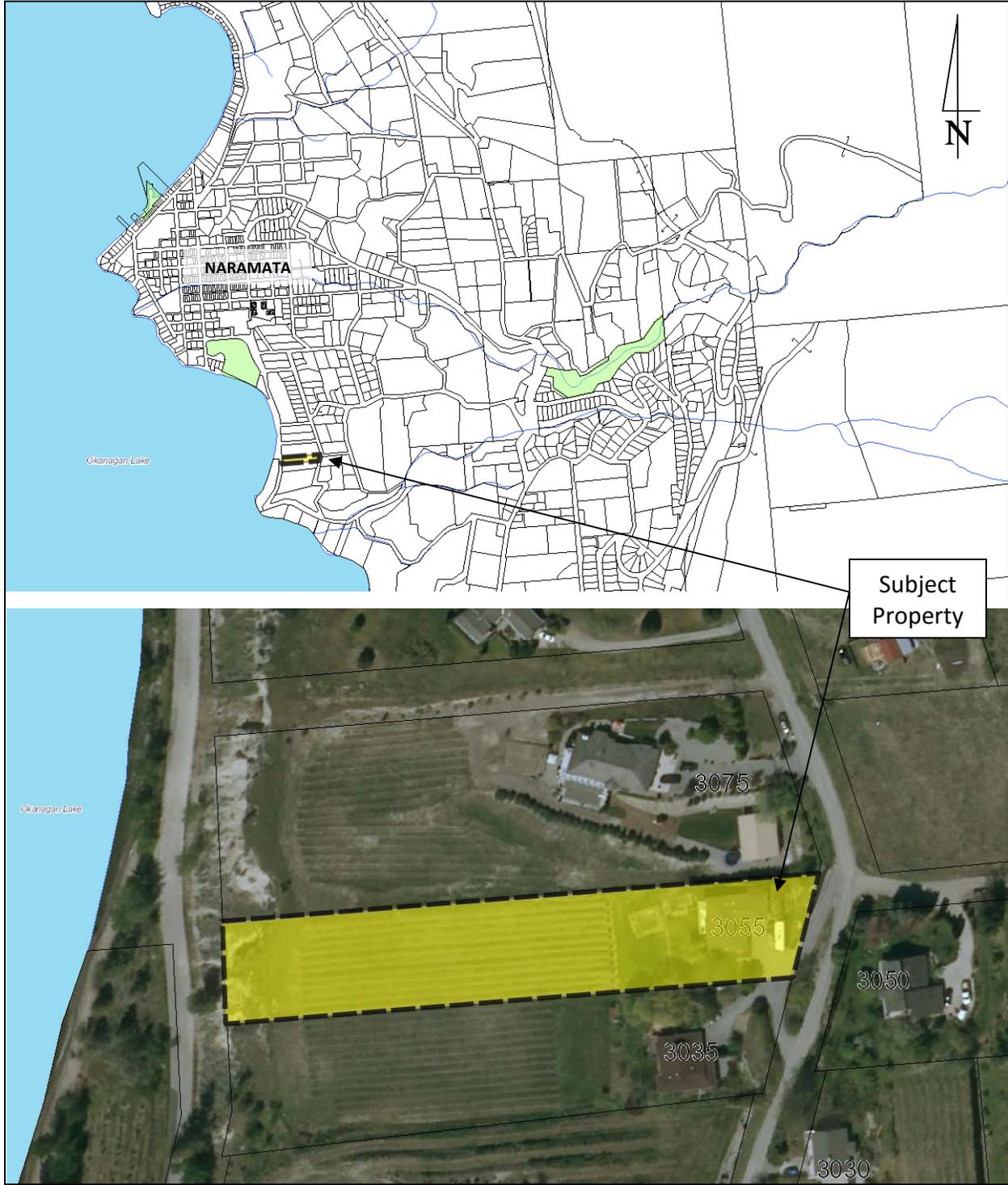
101 Martin St, Penticton, BC V2A 5J9  
Tel: (250) 492-0237 Fax (250) 492-0063



Temporary Use Permit

File No. E20160.006-TUP

## Schedule 'A'



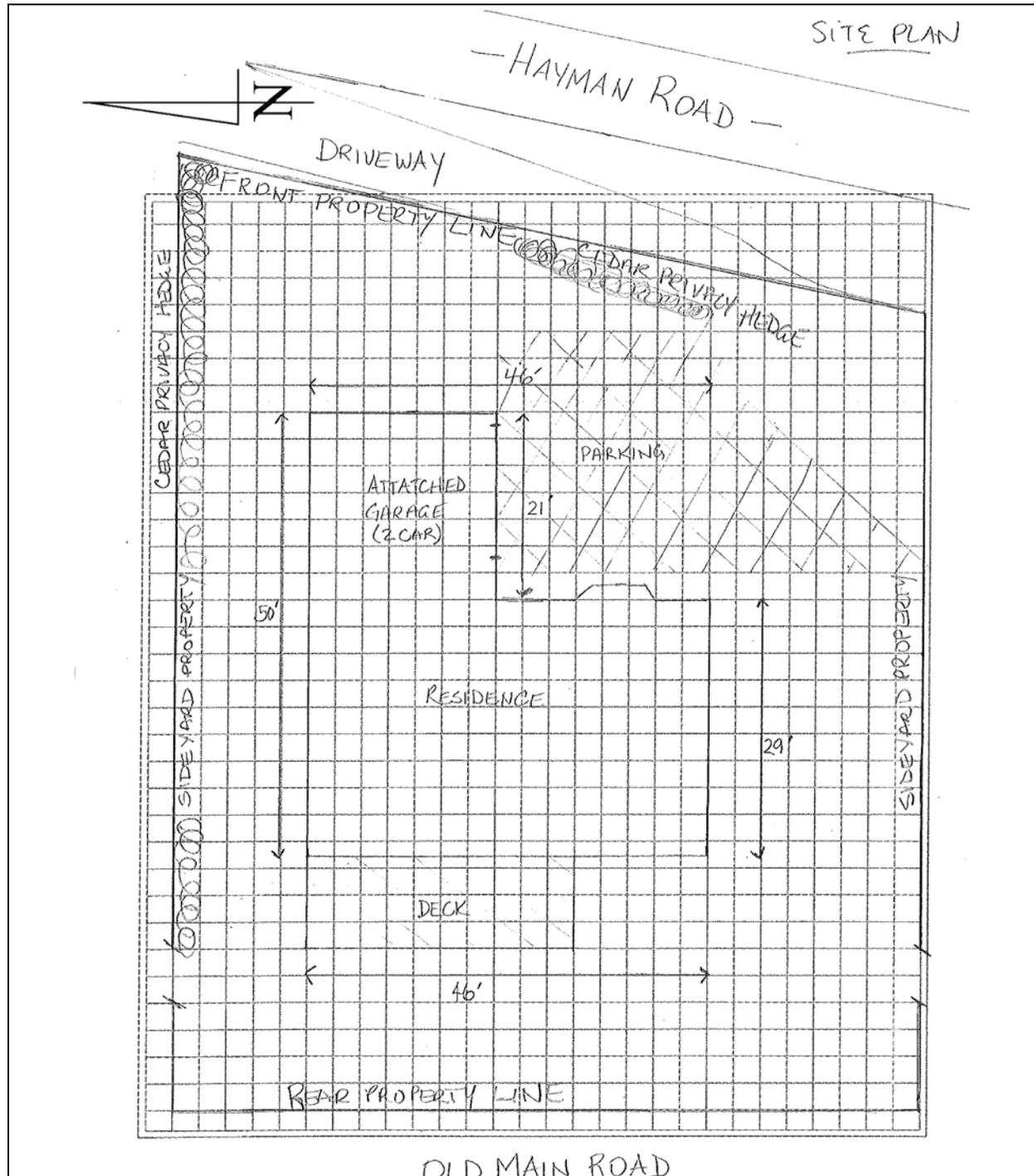
# Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC V2A 5J9  
Tel: (250) 492-0237 Fax (250) 492-0063

Temporary Use Permit

File No. E2016.006-TUP

Schedule 'B'



## Lauri Feindell

---

**From:** Referral Apps REG8 FLNR:EX <ReferralAppsREG8@gov.bc.ca>  
**Sent:** February 25, 2016 4:19 PM  
**To:** Lauri Feindell  
**Cc:** Susan Lightfoot  
**Subject:** RE: TUP Referral (E2016.006-TUP) (E02120.001)

Hi,

The Section Head, Grant Furness, with the Ecosystems Section of the Ministry of Forest Lands & Natural Resources has reviewed the above noted referral and has "No Concerns".

Thank you

Cathy Lacey  
Admin Support  
MOE/MFLNRO Penticton

---

**From:** Lauri Feindell [<mailto:lfeindell@rdos.bc.ca>]  
**Sent:** Tuesday, February 23, 2016 4:14 PM  
**To:** [HBE@interiorhealth.ca](mailto:HBE@interiorhealth.ca); Referral Apps REG8 FLNR:EX; Cooper, Diana FLNR:EX; [fbclands@fortisbc.com](mailto:fbclands@fortisbc.com); PIB Referrals ([referrals@pib.ca](mailto:referrals@pib.ca)); [onareception@syilx.org](mailto:onareception@syilx.org)  
**Cc:** Susan Lightfoot  
**Subject:** TUP Referral (E2016.006-TUP) (E02120.001)

Re: Temporary Use Permit - Referral  
Riccio, L. & P.  
Lot 1, Block 1, DL209, SDYD Plan 576  
3055 Hayman Road, Naramata

Please find attached a Referral for a Temporary Use Permit along with the related attachments. Please review and if you have any questions with respect to the above application, please do not hesitate to contact the planning technician, Susan Lightfoot at [slightfoot@rdos.bc.ca](mailto:slightfoot@rdos.bc.ca). Please reply by March 23, 2016.

Kind Regards,



Lauri Feindell • Planning Administrative Assistant  
Regional District of Okanagan-Similkameen  
101 Martin Street, Penticton, BC V2A 5J9  
p. 250.490.4107 • tf. 1.877.610.3737 • f. 250.492.0063  
[www.rdos.bc.ca](http://www.rdos.bc.ca) • [lfeindell@rdos.bc.ca](mailto:lfeindell@rdos.bc.ca)

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**Lauri Feindell**

---

**Subject:** FW: TUP Referral (E2016.006-TUP) (E02120.001)

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**From:** Bitte, Rob TRAN:EX [<mailto:Rob.Bitte@gov.bc.ca>]  
**Sent:** February 24, 2016 9:19 AM  
**To:** Susan Lightfoot  
**Cc:** Lauri Feindell  
**Subject:** RE: TUP Referral (E2016.006-TUP) (E02120.001)

Hi Susan,

Thank you for the email referral. This ministry's interests are unaffected.

Regards,

**ROB BITTE**

DISTRICT DEVELOPMENT TECHNICIAN  
BC MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE  
102 INDUSTRIAL PLACE PENTICTON V2A 7C8  
**T:** 250.490.2280 | **C:** 250.809.6886 | **F:** 250.490.2231

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## ADMINISTRATIVE REPORT

**TO:** Board of Directors  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Development Variance Permit Application — Electoral Area “F”



---

### Administrative Recommendation:

**THAT the Board of Directors approve Development Variance Permit No. F2016.009–DVP.**

---

Purpose: To formalize the siting of an existing accessory building (garage/shop).

Owners: Reb and Michelle Lesnoski      Agent: NA      Folio: F-07316.000

Civic: 513 Sunglo Drive      Legal: Lot 18, Plan 5817, District Lot 5076, ODYD

OCP: Small Holdings (SH)      Zone: Small Holdings Five (SH5)

Requested Variance: to vary the minimum front parcel line setback from 9.0 metres to 7.4 metres.

---

### Proposed Development:

This application proposes a variance to the provisions of Electoral Area “F” Zoning Bylaw No. 2461, 2008, in order to formalize the siting of an existing accessory building (garage/shop), which has a floor area of approximately 217 m<sup>2</sup>, specifically:

- to reduce the minimum front parcel line setback from 9.0 m to 7.4 m.

In support of the application the applicant has stated “the building was not placed within the setback provisions on the front. We hired a builder to do a job and he did not do it correctly. We are now requesting a variance to allow for this mistake”.

### Site Context:

The subject property is approximately 6477 m<sup>2</sup> in area and is situated at the corner of Sunglo Drive and Bing Drive, bordering the Penticton Indian Reserve to the south. The property contains a principal dwelling, the subject accessory building, two hay barns, and several outbuildings. The surrounding pattern of development is generally characterised as low density residential.

### Background:

Under the Electoral Area “F” Zoning Bylaw, the subject property is zoned Small Holdings Five (SH5) Zone, wherein accessory buildings and structures are permitted uses.

Building Permit No. 27284 was issued April 17, 2012 for the subject building and was subsequently extended. During the course of construction the building was inaccurately sited within the front setback. This DVP application attempts to resolve the issue.

### Public Process:

---

Adjacent property owners will have received notification of this application with written comments regarding the proposal being accepted until 12:00 noon on Thursday, March 31, 2016.

**Analysis:**

When assessing variance requests a number of factors are generally taken into account and these include the intent of the zoning; the presence of any potential limiting physical features on the subject property; established streetscape characteristics; and whether the proposed development will have a detrimental impact upon the amenity of the area and/or adjoining uses.

The intent behind the Zoning Bylaw's use of setbacks is varied; however, in the context of a residential front setback it is generally to provide a physical separation between the road and residential dwellings; to improve traffic and pedestrian safety; to maintain an attractive streetscape by ensuring a uniform building line and discouraging encroachments (which could adversely affect overshadowing and privacy on adjacent parcels); and providing opportunities for openness and landscaping.

In considering this proposal, the shop is seen to be accessory to the principle dwelling, which is consistent with zoning, and the use of the building is unlikely to result in a loss of amenity at adjacent properties.

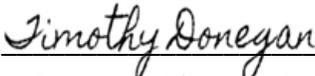
Streetscape characteristics may be affected; however, the building is already setback further from the front parcel line than five other buildings in the area (all principal dwellings within 55 metres of the subject property). Further, any effect on streetscape would likely have more to do with building size and design rather than the 0.99 metre encroachment into the setback\*.

\*The wall of the building encroaches the front setback 0.99 metres. The reason the variance request is not 8.01 metres is that variance requests are measured to outermost projections, which in this case is 7.4 metres to the roof overhang. Ordinarily, when variances are not required, roof overhangs are allowed to project up to 0.6 m into the setback.

**Alternatives:**

- .1 THAT the Regional Board deny Development Variance Permit No. F2016.009–DVP; or
- .2 THAT the Regional Board defers making a decision and directs that the proposal be considered by the Electoral Area "F" Advisory Planning Commission (APC).

**Respectfully submitted:**

  
\_\_\_\_\_  
T. Donegan, Planning Technician

**Endorsed by:**

  
\_\_\_\_\_  
D. Butler, Development Services Manager

Attachments:            No. 1 – Site Photos

Attachment No. 1 – Site Photos



# Development Variance Permit

FILE NO.: F2016.009-DVP

Owner: Reb and Michelle Lesnoski  
513 Sunglo Drive  
Penticton, BC V2A-8X7

## GENERAL CONDITIONS

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

## APPLICABILITY

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

Legal Description: Lot 18, Plan 5817, District Lot 5076, ODYD

Civic Address: 513 Sunglo Drive

Parcel Identifier (PID): 010-241-728 Folio: F-07316.000

## CONDITIONS OF DEVELOPMENT

6. The land specified in Section 5 may be developed in accordance with the following variances to the Electoral Area "F" Zoning Bylaw No. 2461, 2008, in the Regional District of Okanagan-Similkameen:

- a) The minimum front parcel line setback for an accessory building or structure, as prescribed at Section 10.8.7(b)(i), is varied :
- i) from: 9.0 metres
  - to: 7.4 metres, as measured from the outermost projection and as shown on Schedule 'B'.

**7. COVENANT REQUIREMENTS**

- a) Not Applicable

**8. SECURITY REQUIREMENTS**

- a) Not applicable

**9. EXPIRY OF PERMIT**

The development shall be carried out according to the following schedule:

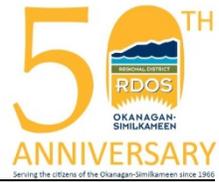
- (a) In accordance with Section 926 of the *Local Government Act* and subject to the terms of the permit, if the holder of this permit does not substantially start any construction with respect to which the permit was issued within two (2) years after the date it was issued, the permit lapses.
- (b) Lapsed permits cannot be renewed; however, an application for a new development permit can be submitted.

Authorising resolution passed by the Regional Board on \_\_\_\_\_, 2016.

\_\_\_\_\_  
B. Newell, Chief Administrative Officer

# Regional District of Okanagan-Similkameen

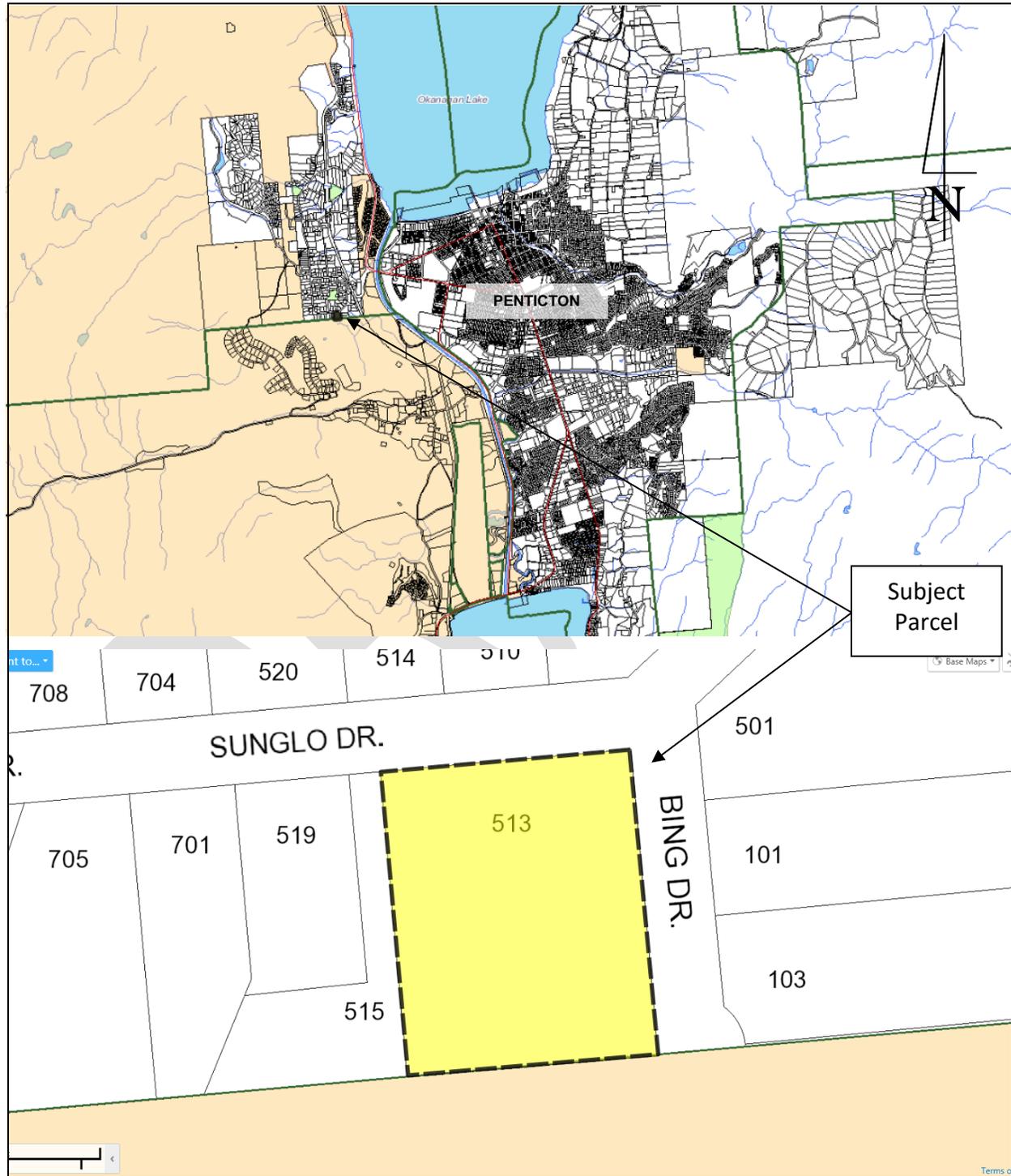
101 Martin St, Penticton, BC V2A 5J9  
Tel: (250) 492-0237 Fax (250) 492-0063



Development Variance Permit

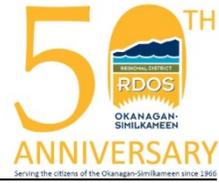
File No. F2016.009-DVP

Schedule 'A'



# Regional District of Okanagan-Similkameen

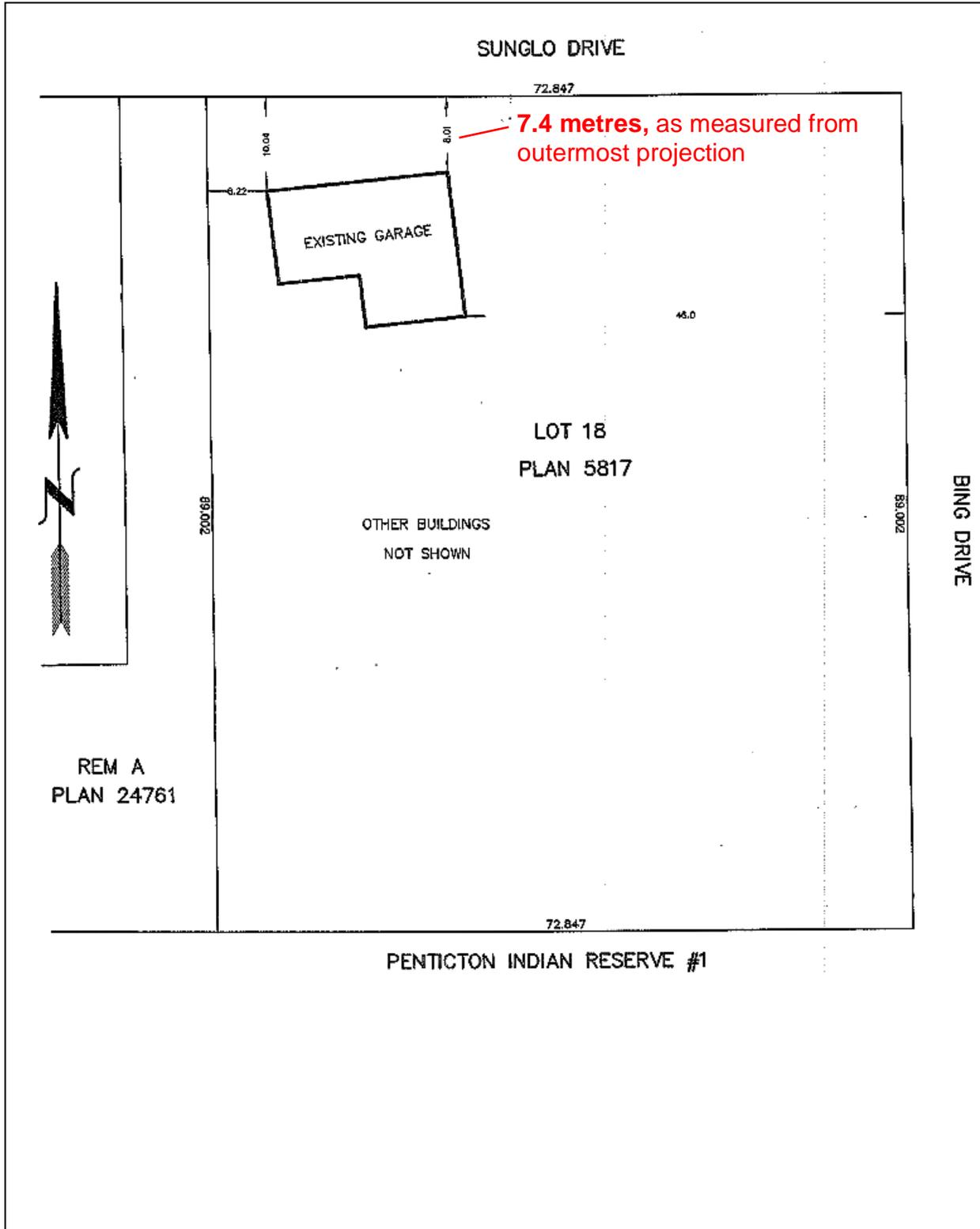
101 Martin St, Penticton, BC V2A 5J9  
Tel: (250) 492-0237 Fax (250) 492-0063



Development Variance Permit

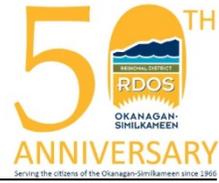
File No. F2016.009-DVP

Schedule 'B'



# Regional District of Okanagan-Similkameen

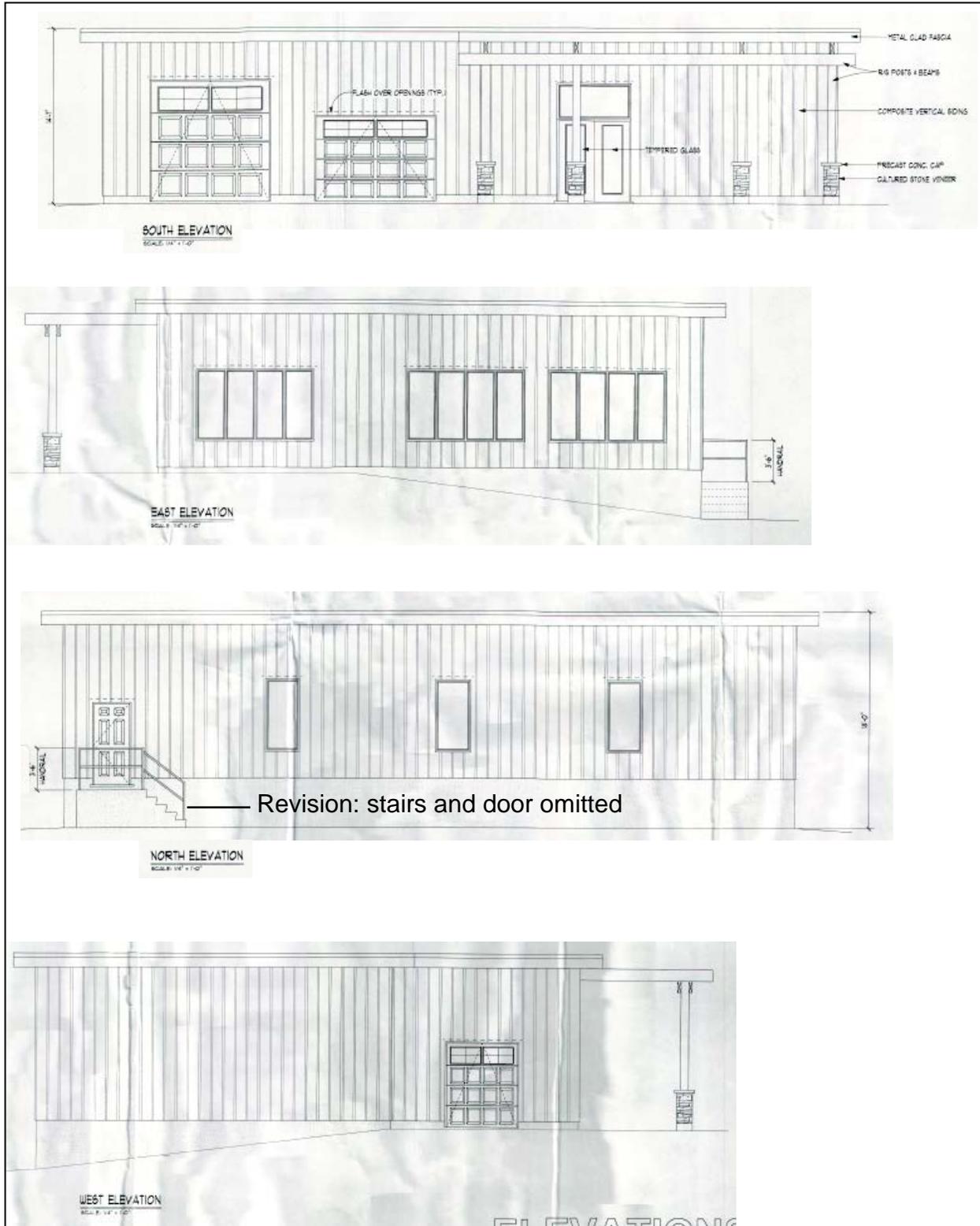
101 Martin St, Penticton, BC V2A 5J9  
Tel: (250) 492-0237 Fax (250) 492-0063



Development Variance Permit

File No. F2016.009-DVP

## Schedule 'C'





ALBUQUERQUE  
Technical District

Variance Permit Application 513 Sunglo Dr  
RDOS file: F2016.009-DVP

29

101 Martin Street  
Albuquerque, NM 87102-2509

My wife and I are writing to again voice our concerns over the building which was constructed at 513 Sunglo Dr. The difficulties which we have had with this neighbor and the concerns about the use of the structure have made it a concern for many of the residents in our area. As clearly stated earlier by Mr. Bryon July 11, 2013 detailed in the correspondences below that his assessment of the structure was that it " is a bit like a suicide bomber problem:" and that the building was " ...quite shocking" in our neighbourhood

I earlier wrote about our concerns about the scope and size of this structure included in the email exchange between Mr. Bryon as listed below. Now to find that an error in the setback has occurred is deeply troubling to my family and me. I question what Mr. and Ms. Lesnoski are planning to do and how they will proceed as a result of the error in their planning? He has paid little attention to the concerns of neighbours and approaches projects in a cavalier manner. I have found Mr. Lesnoski very confrontational in previous situations when issues arose. He approached me on the evening of March 28, 2016 on the street outside my house, he had berating and intimidating remarks followed by threats directed towards me about how he would proceed as a result of discussions of this issue with fellow neighbours. I feel concerned for my personal well-being and will not be interacting with Mr. Lesnoski in future.

I hope that the issue can be resolved and that it can maybe bring discussion about the type and size of structures which are placed in a rural /residential area like the West Bench.

Sincerely Alex Gardner and Rachel Clarkson

**From:** Gardner Clarkson [REDACTED]  
**Sent:** Wednesday, July 10, 2013 08:48 AM  
**To:** Michael Brydon; Gardner Clarkson [REDACTED]  
**Subject:** building code concerns

Mr. Brydon, I would like to write to voice my concern with regards to the codes governing building construction on the West Bench. I live at 514 Sunglo Dr. and have been witness to the construction of what I deem to be an industrial size and looking building at 513 Sunglo dr. This structure received the necessary building permits from the RDOS office; however I question whether the officials in this office have the ability under the present building code to make decisions that which will not adversely affect a neighbourhood.

The building which is now nearing completion has several issues which adversely affect the rural 'charm' of our neighbourhood.

First of all it is an immense structure; at approx. 2500 sq ft it is a commanding structure which is blight on the surrounding area. It does not follow any land contours, instead is built on a approx. 12 ft foundation and then has the garage built on top towering 25ft over the surrounding area.

The second issue is the placement of the structure. While it does follow the setback codes the building doesn't follow the land contours. As a result it has obscured the view for homes behind and it has given the neighbourhood an industrial feel as it towers above the surrounding neighbourhood.

Finally, the future use of this structure has been a concern. The owners of this property have casually spoken about having a garage to carry on their automotive business which is at present up for sale on Ellis St in Penticton. I understand that this is not allowed under the terms of residential living on the West Bench, but the owner in question has flouted rules and regulations about use of property in the past. He erected a stone barricade around his property on the road easement. He only stopped when the highways department intervened and he has not removed the rocks even though it contravenes the codes in place. When I spoke to RDOS employees in the planning department they detailed that a business of this sort was not allowed. They however told me that the onus would be on the neighbours to monitor the situation and advise the RDOS if infractions were any issue. One only has to look at the size and design of the addition of this garage to get an idea as to what the implications are based on the casual admissions of the homeowner.

I believe that the building codes must be tightened to make sure that neighbourhoods are not adversely impacted by construction. As issues like vacation rental housing come into play what is to stop motel like structures being erected? Buildings should need to follow land contours so that they have minimal impact on the surrounding area.

Finally the rural ambience should be taken into account so that industrial sized and looking additions do not adversely impact the surrounding area.

Sincerely, Alex Gardner

March 28, 2016

RDOS  
101 Martin Street  
Penticton, BC  
V2A 5J9

RECEIVED  
Regional District  
101 Martin Street  
Penticton BC V2A 5J9

Re: RDOS File: F2016.009-DVP  
Folio No.: F07316.000  
513 Sunglo Drive

Regarding the above DVP application, it must be noted that the applicant has frequently been in violation of RDOS by-laws since taking ownership of the property. Unfortunately, the RDOS has been reluctant at times to enforce the by-laws, and this has relevance to this application.

When the building in question was approved, how is it that the NE corner of the building was allowed to infringe on the setback requirements? No adjacent owners were notified of the proposed infringement, so we are left to conclude the original plans did not call for such an infringement; it was done by the owner after receiving a permit. Now, in a back-door attempt to get the building into compliance, a set of stairs is proposed which would have the effect of making the building compliant. These stairs could be placed at the NW corner, where a DVP would not be required. The objective seems to be to get the building approved, not a set of skinny stairs.

We are not in favour of granting this variance. It appears to be a manipulation of zoning by-laws, and is simply another attempt by this applicant to skirt the rules.

Further, we have reason to believe that commercial business is being conducted from this building, which is not permitted.

Sincerely,

  
/Jim/ Cavin  


  
Marcia Cavin

10/2  
Comments regarding 513 Sunjo Drive Variance Permit

I am, Jesse Conihar, owner 510 Sunjo Drive

Concerns I have regarding the Variance Application for 513 Sunjo Drive are

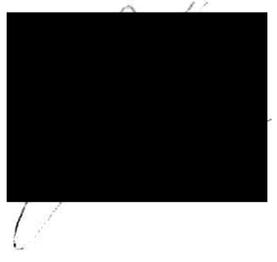
Primarily - that the structure will be used for business. There seems to be industrial type ventilation and any business that would need that should not be allowed in our neighbourhood

Secondly - I believe the structure was owner built, making them the general contractor, which may explain why the building was positioned incorrectly. Now if a legitimate general contractor made this mistake surely there would be some serious repercussions. I feel that whatever would have happened to a general contractor the same sort of penalties or course of action should be taken. An owner who choose to build their own structure can save a lot of money. So if something is done incorrectly they shouldn't be in a situation where they have done it wrong, save a bunch of money and have no negative consequences.

Thirdly - The position of the building does not bother me that much but does a variance mean other buildings can be built within the set back? That does not seem right.

(2 of 2)

A mistake was made and now ~~the~~ the lot  
actually get bigger with regard to allowable  
building locations?



Thank you

Jesse Conbear



RECEIVED  
Regional District

MAR 3 2015

101 Martin Street  
Penticton BC V2A 5J9

29 March 2016

W. M. Cutler



RECEIVED  
Regional District

101 Martin Street  
Penticton BC V2A 5J9

\* { RPOS File No. F216,009-DVP  
Folio No. F07316,000

The Board of Directors  
Regional District of Okanagan-Similkameen  
101 Martin St.  
Penticton, B. C.  
V2A 5J9

Directors, with respect:

My name is William M. Cutler. I am a retired airline pilot with over 26 years service with Jazz Aviation. I have studied Geological Engineering at the University of British Columbia, worked as a carpenter's apprentice in construction of all types, and sold real-estate. My family settled here in 1953 as part of the Veteran Land Affairs development program, to help build a superlative residential and agricultural neighborhood. They succeeded. And we must maintain that, even on the precipice of this unwarranted assault.

I thank the Board for the opportunity to bring to your attention the negative impacts of the recent developments on the property at 513 Sunglo Dr., by the new owners, Mr. Reb Lesnoski and Ms. Michelle Lesnoski.

Mr./Ms Lesnoski have been a serious disappointment to us as neighbors, to say the very least. They have presented to the neighborhood wood piles along their Sunglo Dr. frontage, and rock piles along the rest of Sunglo Dr. and the entirety of Bing Dr. Installation of these unapproved boulders has resulted in total destruction of the respective shoulders, disallowing safe parking for over 150 meters ~~of potential parking~~ along these roadways, and the imminent need to repair the undermined pavement surface as the edges crumble away.

(3)

They have brought us unwarranted and unnecessary noise and dust with their incessant use of their farm tractor to clean out two horse shelters; leaf blower to move piles of leaves to their northern frontage fence, only to dump them all over the fence onto Sunglo Dr. so that they may become someone else's responsibility. Their horses create more dust for us with the prevailing south winds than we have ever encountered in the previous 62 years here; even before the roads were paved.

---

And, just to round out the "new" ambience around here, their horses like to fling their free standing feed (apple) bins about the paddock, making more than sufficient noise to awaken me most mornings around 3<sup>00</sup> a.m. so that I might contemplate the peaceful and serene neighborhood we once had, for nearly 60 years.

When discussing these ongoing problems with Mr. Lesnoski, I can only conclude that he is totally unconcerned, has no intention of remedying anything, and has merely been paying me lip service equal to a diarrhetic male bovine.

Further, Mr. Lesnoski has declared to me that upon selling his automotive repair business in Pentrieton that this new "subject" building is going to house:

a) a music recording studio with over 2500 Watts of amplification power.

b) an automotive repair shop servicing cars of over 1000 horsepower, and...

c) that there will be adequate "sound insulation" installed for these, loudest possible endeavors being calculated for my future retirement years, and real estate investment here,

d) that there will be no problem with parking or extra traffic.

Thus far, the veracity of Mr. Lesnoski's verbal commitments has been well established; he has none. This avowed development of commercial/industrial businesses, and their ensuing proceeds, helps to explain why this over shadowing, monolithic, architecturally uninspiring, one-storey ~~multi-story~~ structure must be so very tall; to accommodate a vehicle overhead lifting device and a ~~sound~~ <sup>music</sup> studio.

Due to the height and real intended ~~use~~ purpose of this building, ~~that~~ it requires, at the very minimum, the properly mandated "setback" ~~and mandated~~ distance, if not more, to reduce the impending catastrophe occurring in our beloved neighborhood.

Since Mr. Lesnoski has taken liberties with not only common courtesy and respect among neighbors, but with the democratically and purposefully ~~regulation~~ developed building regulations, designed with fairness and forewarning for all, I feel I must petition the Board to absolute

not grant any variance whatsoever, in these circumstances.

Please, help us maintain this, therefore, lovely neighborhood as a place to live and raise young families, alongside we retirees, this legacy of many surviving Canadian Veterans of World War II, ~~some~~ <sup>many</sup> wounded, that has been left for all of us to enjoy peacefully.

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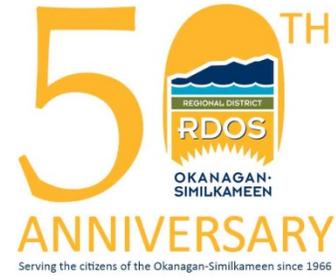
Yours truly,



## ADMINISTRATIVE REPORT

**TO:** Board of Directors  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Consultant for Regional Growth Strategy Review – Phase 2

---



### **Administrative Recommendation:**

**THAT the review of the Sub-Regional Growth Strategy (RGS) be sole sourced to the Arlington Group/EcoPlan at a cost of \$45,000.**

### **Purpose:**

Consultant selection for Phase 2 of the RGS Review.

### **Reference:**

South Okanagan Sub-Regional Growth Strategy, 2010

### **Business Plan Objective:**

RGS Review is a priority project in the 2016 Business Plan

### **Background:**

The RGS was adopted in 2010. The *Local Government Act* requires local governments to review their regional growth strategies at least once every 5 years. In 2015, a consultant team of Eco-Plan and the Arlington Group was engaged to conduct the preliminary review of the RGS (Phase 1). The review included:

- Assessment of RGS indicator data being tracked and updated population projections;
- Reviewed the status of RGS implementation projects;
- Carried out a detailed review of the existing 145 policies in the RGS
- Evaluated the overall RGS organization, layout and usability

The consultants concluded that there are significant opportunities to reorganize and improve the RGS without making significant policy changes through a minor amendment process.

At the December 17, 2015 Board meeting, the preliminary report was presented and received by the Board. Funding of \$50,000 was established for the Phase 2 RGS Update project in the RDOS 2016 Budget.

The Phase 2 project will involve several meetings with the RGS Steering Committee (planners from the RD and 4 municipalities), redrafting of the RGS document, revising and updating Performance Indicators and data collection, Board presentation and consultation/education program for the RGS.

**Analysis:**

Staff are recommending that the Phase 2 of the project be awarded, without a second proposal call, to EcoPlan and Arlington Group for a cost of \$45,000 for the following reasons:

- EcoPlan was the successful bidder on the 2015 Preliminary RGS Review project in 2015;
- They have already successfully completed the background work on the preliminary RGS review, on the policy analysis and assessment of RGS indicators and recommended an updating process (Phase 1);
- Financial efficiencies can occur as EcoPlan are the consultants for the Town of Oliver Community Plan review and travel costs can be pooled;
- EcoPlan is also working with the North Okanagan Regional District on their RGS monitoring and evaluation project that includes a partnership with Central Okanagan and Okanagan-Similkameen RDs to establish a valley wide framework for monitoring key indicators. Having the same consultant on the valley-wide indicator's project will give the RDOS more direct access to potential performance indicators (a problem with the current RGS monitoring system); and
- We are very satisfied with the consultant team's work on the Area D-1 Community Plan project and the Preliminary RGS review project.

**Alternatives:**

1. Award the Phase 2 RGS Review project to EcoPlan / Arlington group
2. Send the Phase 2 RGS Review project to a proposal call

**Respectfully submitted:**

*"Donna Butler"*

---

D. Butler, Development Services Manager

## ADMINISTRATIVE REPORT

**TO:** Board of Directors  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Kaleden Parks & Recreation Commission Appointments



---

### Administrative Recommendation:

**THAT the Board rescind the appointment of Kim Denis from the Kaleden Parks & Recreation Commission;**

**AND THAT a letter is forwarded to Ms. Denis thanking her for her contribution to the Kaleden Parks & Recreation Commission;**

**AND THAT the Board re-appoint the following people as members of the Kaleden Parks & Recreation Commission for the periods indicated:**

Name	Term	Expires
Paul Chahil	2 years	March 31, 2018
Wendy Busch	2 years	March 31, 2018
Bruce Ramage	2 years	March 31, 2018
Jaynie Molloy	2 Years	March 31, 2018

### Purpose:

It is the recommendation of the Kaleden Parks & Recreation Commission to re-appoint the members to the Commission. An invitation to submit names has been placed in the local newspaper inviting those interested in volunteering for the commission to apply for the vacant position.

### Reference:

Bylaw 1555,1997 Kaleden Parks & Recreation Commission Establishment Bylaw.

### Analysis:

As the Regional District Board appoints members to the Recreation Commission a resolution is required to rescind the appointment of members.

### Respectfully submitted:

*Justin Shuttleworth*

---

J. Shuttleworth, Park/Facilities Coordinator

## ADMINISTRATIVE REPORT

**TO:** Board of Directors  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Similkameen Parks & Recreation Commission Appointment



---

### Administrative Recommendation:

**THAT the Board re-appoint Wendy Stewart as members of the Similkameen Parks & Recreation Commission for a two-year term ending December 31, 2017;**

**AND THAT the Board rescind the appointment of Peggy Boucher and Jodie Carter from the Similkameen Parks & Recreation Commission;**

**AND THAT a letter is forwarded to Ms. Boucher and Ms. Carter thanking them for their contribution to the Similkameen Parks & Recreation Commission.**

The following members continue to serve Similkameen Parks & Recreation Commission.

Name	Expires
Charlene Cowling	December 31, 2016
Marnie Marven	December 31, 2016
Marie Todd	December 31, 2016

### Purpose:

It is the recommendation of the Similkameen Recreation Commission to re-appoint Wendy Stewart to the Commission. An invitation to submit names has been placed in the local newspaper inviting those interested in volunteering for the commission to apply for the vacant positions.

### Reference:

Bylaw 1649, 1996 Similkameen Recreation Commission Establishment Bylaw.

### Analysis:

As the Regional District Board appoints members to the Recreation Commission a resolution is required to rescind the appointment of members.

### Respectfully submitted:

*Justin Shuttleworth*

---

J. Shuttleworth, Park/Facilities Coordinator

## ADMINISTRATIVE REPORT

**TO:** Board of Directors  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** BikeBC Funding Grant – Skaha Lake KVR Trail



---

### Administrative Recommendation:

**THAT the Board of Directors support the application to the BikeBC Funding Program for further development of the Skaha Lake KVR Trail.**

### Purpose:

To secure Provincial funding for the continued development of the KVR Trail between Kaleden and Penticton in order to further promote active healthy living and economic and tourism development.

### Analysis:

The Provincial BikeBC grant program is available through the Ministry of Transportation and Infrastructure for projects that promote safe cycling opportunities for commuting, recreation and tourism. These goals match those of the RDOS Regional Trails Master Plan and the KVR Trail.

The RDOS through its Regional Trails Program is actively seeking funding opportunities to continue its development, construction and promotion of the KVR Trail. This section of KVR trail adjacent to Skaha Lake is a highly desired trail connector between Penticton and Kaleden. It is the northern entry point to the historic KVR “South Spur”. The South Spur ultimately leads to Okanagan Falls, Oliver and Osoyoos.

The northerly portion of this section of trail is currently owned by CP Rail and is under “Addition to Reserve” application by the Penticton Indian Band. Further approvals would be required prior to work on this section of trail, however, the portion through Kaleden which has been under dispute for the past few years may be resolved and ready for development.

### Financial:

This is a 50/50 grant program. Local funding for the project is to be provided using Electoral Area D Community Gas Tax funds and has been added to the RDOS 2016 Financial Plan.

### Alternatives:

**The Board of director could choose not to support the Bike BC Grant Application.**

### Respectfully submitted:

*Justin Shuttleworth*

---

J. Shuttleworth, Park/Facilities Coordinator

## ADMINISTRATIVE REPORT

**TO:** Board of Directors  
**FROM:** B. Newell, Chief Administrative Officer  
**DATE:** April 7, 2016  
**RE:** Fairview Heritage Townsite Licence of Occupation - Renewal



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### Administrative Recommendation:

**THAT the Board of Directors renew the License of Occupation for heritage and ecological cultural discovery centre purposes over Lots 6-11 of Plan 7235 together with Lots 4 and 5 of Plan 5881 all of Section 12, Township 54, Osoyoos Division Yale District, containing 31.3 hectares, for a period of 30 years; and further,**

**THAT the Board authorize the Chair and Chief Administrative Officer to execute the License of Occupation.**

### Purpose:

This will be the third renewal of this License of Occupation: the first term was for 2 years and the second was for 10 (current agreement expires on February 2, 2016). A renewal notice has been received from the Ministry of Forest, Lands and Natural Resource Operations and, should the Board decide to proceed, the Ministry will initiate consultation with interested parties. The RDOS has met with representatives from the Fairview Heritage Townsite Society who expressed a desire to continue to manage the site. Should the RDOS secure tenure over the former Fairview Townsite, another Sub License with the Society will be pursued.

### Reference:

**Business Plan Objective:** *(Tie to current RDOS Business Plan)*

### Background:

On April 17, 2003, the Corporate Board resolved to support the Oliver and District Community Economic Development Society and the Fairview Heritage Townsite Society's efforts for establishing the Fairview Townsite Project for a Heritage/Ecological Cultural Discovery Centre to enhance tourism and be consistent with the Okanagan Shuswap Land and Resource Management Plan (LRMP) recommendations for management of sensitive antelope brush ecosystems. Land and Water British Columbia provided the Regional District with a License of Occupation. The Regional District of Okanagan-Similkameen then entered into a Sub License Agreement with the Fairview Heritage Townsite Society solely for the purpose of a heritage and ecological cultural site.

**Analysis:**

**Alternatives:**

**Communication Strategy:** *(Outline the communications efforts being undertaken to ensure this initiative is communicated appropriately.)*

**Respectfully submitted:**



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L. Bourque, Rural Projects Coordinator