

Regional District of Okanagan-Similkameen

SCHEDULE OF MEETINGS

**THURSDAY, JUNE 4, 2015
RDOS BOARDROOM**

9:00 am	-	10:30 am	Community Services Committee
10:30 am	-	12:30 pm	Corporate Services Committee
12:30 pm	-	1:00 pm	Lunch
1:00 pm	-	3:30 pm	RDOS Regular Board Meeting

"Mark Pendergraft"

Mark Pendergraft
RDOS Board Chair

Advance Notice of Meetings:

June 18	RDOS/OSRHD Board/Committee Meetings
July 2	RDOS Board/Committee Meetings
July 16	RDOS/OSRHD Board/Committee Meetings
August 6	RDOS Board/Committee Meetings
August 20	RDOS/OSRHD Board/Committee Meetings
September 3	RDOS Board/Committee Meetings
September 17	RDOS/OSRHD Board/Committee Meetings

June 4, 2015



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Community Services Committee

Thursday, June 4, 2015

9:00 a.m.

AGENDA

A. APPROVAL OF AGENDA

B. Closed Session [*Community Charter* Section 90(1)(j)]

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

That in accordance with Section 90(1)(j) of the *Community Charter*, the Committee close the meeting to the public on the basis of information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under Section 21 of the *Freedom of Information and Protection of Privacy Act*.

C. Heritage Presentation

1. Granite Creek
 - a. Statement of Significance for the Granite Creek Town Site and Cemetery
 - b. Map
 - c. Letter from Granite Creek Preservation Society
 2. Haynes Ranch
-

D. Transit Advisory Committee

E. ADJOURNMENT

Statement of Significance for the Granite Creek Town Site and Cemetery



Community
Services

DESCRIPTION OF THE HISTORIC PLACE:

The Granite Creek Town Site is a ghost town located 1.1 km southeast of Coalmont on the northwest side of Granite Creek, just upstream of where it flows into the Tulameen River. It is positioned on Lot 781, Blocks A-F including the road allowances. The area between Blocks E and F and Granite Creek, and the Cemetery which sits on Lot 731 are also to be included. Lots 781 and 731 are Crown Land.

The Town Site consists of a cleared, grassy bench overlooking Granite Creek with a few scattered remains of log buildings, dirt roads and a commemorative cairn. The Granite Creek Cemetery, with numerous fenced plots and headstones, is located on a higher, mostly treed bench, overlooking the Granite Creek Town Site.

HERITAGE VALUES

The Granite Creek Town Site is valued because it is the oldest town in the area, as well as being the location of a major placer gold rush in 1885. The discovery of gold at Granite

Creek redirected interest in the area from fur trading to mining. Built by miners searching for gold, the town is a testament to early British Columbia mining history. Two thousand people participated in the gold rush at Granite Creek and it was the third largest centre of population in the province at that time. A cairn erected in 1958 is located in the eastern portion of the town and indicates the historical significance of the site.

This historic place is a symbol of the tenacity of early placer miners who carved from the wilderness a town far from civilized society. The small physical dimensions of the town are extraordinary given that thousands of prospectors were drawn to the area.

The Granite Creek Town Site is notable for its significant Chinese presence. A Chinese section in the northeastern portion of the town illustrates their segregation from the other miners.

The outstanding determination of the early prospectors is evident in the fact that the Granite Creek Town Site remained active until approximately



Character-Defining Elements:

The character-defining elements of the Granite Creek Town Site and Cemetery include:

- The ruins of approximately six crude log buildings
- Wagon roads built and used by prospectors and pack teams
- The Town Site's unique location on a distinctive bench overlooking Granite Creek
- Depressions in the Chinese section of the Cemetery from exhumed graves
- Headstone of Foxcrowle Percival Cook

above: "Plaque" Photo courtesy Princeton and District Museum and Archives



Granite Creek After Fire (bef. 1912)
Photo courtesy Princeton and District Museum and Archives

Regional Heritage Update:

The RDOS Board will be embarking upon a Regional Heritage Strategic Plan as one of its core objectives for 2013. The RDOS is currently drafting the Request for Proposals and hope to award the contract to a Heritage Specialist by late summer.

Role of The Heritage Strategy:

To provide a clearly articulated vision that conveys where the strategic plan will take the region in five to ten years. To provide input into corporate work plans and budgets through performance measures.

The consultant will provide the following services/deliverables:

- Compile and analyze existing information regarding physical and cultural heritage resources within the Regional District;
- Design and implement a public consultation process to solicit community input regarding heritage values in the area;
- Assess the level of support throughout the various communities of the Regional District for enhanced protection of those heritage resources;
- Develop options and recommend strategies for implementing a regional heritage conservation service;
- Outline the financial implications associated with the various options; and;
- Deliver Final Heritage Strategic Plan which will provide recommendations and direction to the future growth of a Regional Heritage Program in addition to related policy.

1918 even after a fire gutted the town in 1907. The ruins of reconstructed buildings are scattered throughout the Town Site. It is interesting to note that these ruins include those of F.P. Cook's second store which he rebuilt after a faulty stove pipe in his first store accidentally started the 1907 fire.

This valuable historic place represents an important moment in the continuum of the mining industry of the area. Gold mining in the area brought with it the discovery of platinum and later coal. Subsequently, the discovery of coal precipitated the development of the towns of Blakeburn (now a ghost town), Coalmont and Tulameen.

The Granite Creek Town Site remains as a monument to the pioneer prospectors who discovered and opened up the area. The surrounding natural landscape contributes significantly to the heritage character of this historic place. Historic value lies in the roads in the Granite Creek Town Site which are the original wagon roads built in 1885.

It is notable that the Granite Creek Cemetery overlooking the Granite Creek Town Site is the final resting place for many of the pioneers. It evokes a sense of peace and exemplifies their desire to remain, and forever watch over, the town they built. The massive headstone of F.P. Cook epitomizes the shopkeeper's wealth and standing in the community.

The Chinese section, which lies to the south of the main portion of the cemetery, reflects the segregation of the Chinese, even in death. It is notable that depressions in the ground are evidence of the practice of exhuming graves and returning the remains to China.

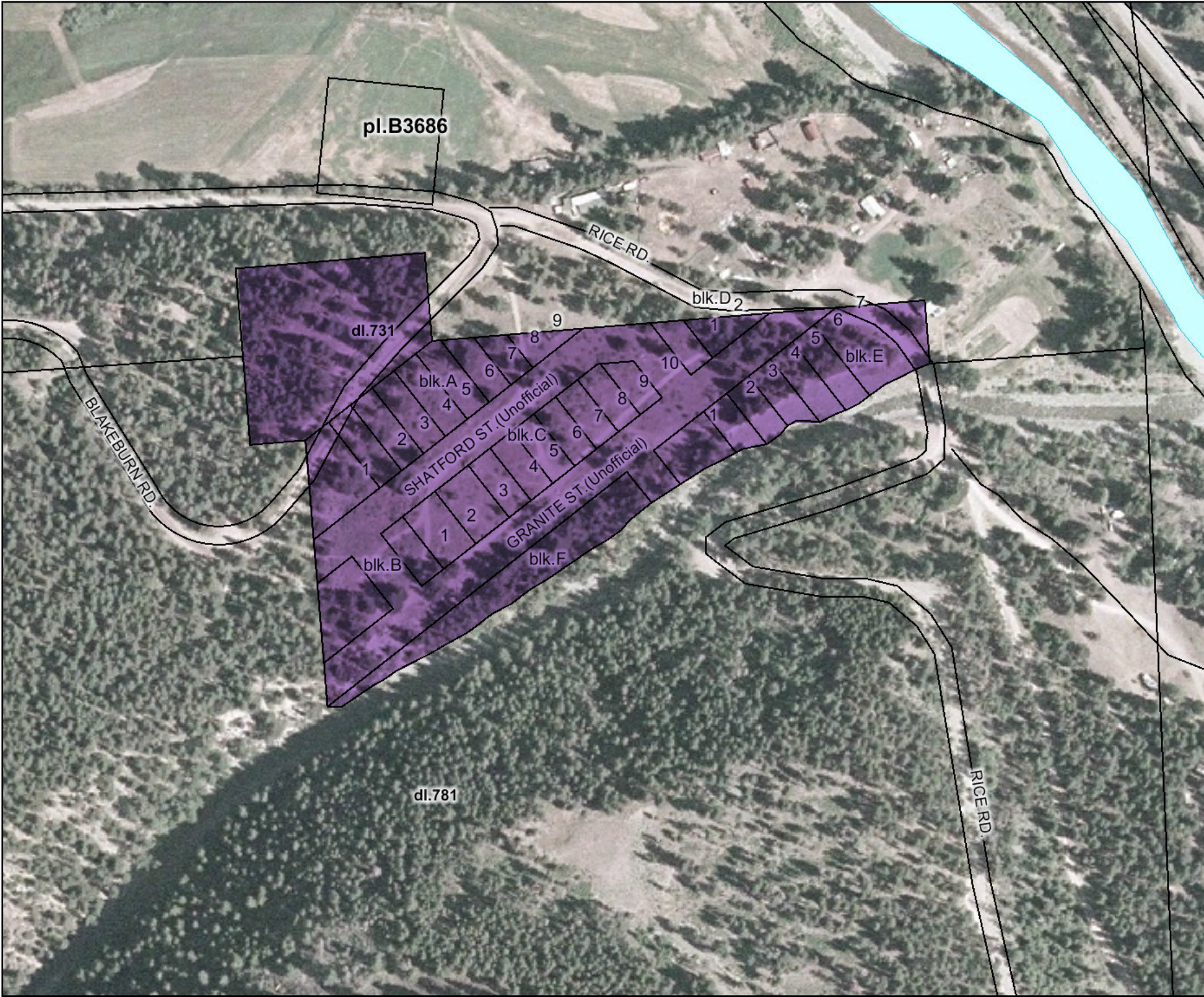
Sources:

"White Gold and Black Diamonds – The History of Granite Creek and Coalmont", by Diane Sterne, 2011

"Princeton Mining Records", Books 1 and 2 (1883 to 1886)



"Cemetery 2008A" Photo courtesy Bob Sterne, Coalmont



RDOS BASE MAP

Legend:

- BCGS Grid
- Major Highways
- ROAD_LINES
- Parcels
- Lakes
- Indian Reserve
- Parks
 - Provincial Park
 - Protected Area
 - Regional Park
 - Ecological Reserve
- RDOS Boundary



This is a consolidated map compiled from representational data to be used for convenience only and has no legal sanction. The Regional District of Okanagan-Similkameen makes no warranty to the correctness or accuracy of the information on this map.



Scale: 1:2,698



June 28, 2013



**Granite Creek Preservation Society
P.O. Box 956
Princeton, B.C.
V0X 1W0**

April 28, 2015

The Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC
V2A 5J9

Dear Sir/Madam:

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

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

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

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

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

once famous Granite Creek. In order to do this, however, a License of Occupation will be required. We are asking the RDOS if you would pursue this for us so that we can continue our work at the site.

Thank you for your assistance. If you have any questions, please do not hesitate to contact me.

Sincerely,

George Elliot
Chairman
Granite Creek Preservation Society

Site Name:
Haynes Ranch

Physical Address:

RDOSCHR008

DESCRIPTION OF SITE:

The Haynes Ranch consists of a 1 ½ story farmhouse, a “two piece” bunkhouse and a 2 story gambrel-roofed barn and landscape consistent with a working ranch. The three decaying wooden buildings are located on the north and south side of Road 22 at the junction of Black Sage Road.

HERITAGE VALUE OF SITE:

The Haynes Ranch is valued as an iconic landmark at the northern border of Area A. The rustic buildings are a romantic snapshot of a lost era, one of cattle barons, vast estates, empire builders who straddled the Colonial Empire conquest of lands to the post settlement era of pre 1920's British Columbia.

Cattle ranching on a grand scale consumed the southern valleys of the Okanagan and Similkameen from the 1860's to 1920. Mr. Valentine Haynes was a noted cattle rancher who contributed in various ways to the pioneer development of the area by: running a pack horse supply train to Camp McKinney and during the Fairview phase of Colonization; and was a foreman the South Okanagan Lands Company for Cattle ranch. The Haynes Ranch is not only a reminder of the pioneering Haynes family but also serves as a link between the viewer and the earliest permanent Colonial settlement of the South Okanagan.

Valentine (Val) Haynes, son of Judge Haynes married Elizabeth Runnels who was of Syilx background. The aboriginal people of the region were an important part of the vast cattle ranches of British Columbia. From the ranchers of the Cariboo, to those of Haynes, Lowe, Richter and Ellis of the Okanagan, the employment of the native population was of economic and social reality.

By 1918, hundreds of 10 to 40 plot of land were created to be sold for orchard lots. Sold and producing fruit for which the Okanagan is famous for. By 1920, the breakup of the vast cattle ranches in the Okanagan was complete. Cattle ranching now became a secondary industry, existing now only in the higher back valleys of White Lake, McLean Creek, Marron and Willowbrook.

CHARACTER DEFINING ELEMENTS:

Key elements that define the heritage character of Hayne's Ranch include its:

Ranchland:

- location near an oxbow at the junction of Road 22 and Black Sage road
- The pastoral quality of the property, including its quiet environment
- layout of vernacular ranch buildings

The Ranch house (date unknown) ~1880-90 (lumber)

- Formal architectural qualities such as: wood frame construction, brick chimneys, fieldstone Foundation and fieldstone root cellar
- Patina of age
- relationship to the barns and the property
- Patina of age

The Bunkhouse (date unknown)

- Two piece construction
- Fieldstone and concrete footing
- Patina of age

Barn (date unknown) ~1916

- Formal architectural qualities such as: gambrel-roof, shingle roof over 12" wide wood slats, wood frame windows and doors and fieldstone and concrete footing
- Relationship to the ranch house and bunkhouse and to the property
- Patina of age



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Corporate Services Committee

Thursday, June 4, 2015

10:30 a.m.

AGENDA

A. APPROVAL OF AGENDA

B. Regional Economic Development Service Establishment

1. Draft Bylaw No. 2695
2. February 19, 2015 Report to Committee

RECOMMENDATION 1

THAT the Corporate Services Committee recommend that the Board of Directors consider adoption of a proposed Regional Economic Development Service Establishment Bylaw as provided in the draft attached to the report of June 4, 2015.

C. Policy Review:

1. Directors Mobile Computer
2. Information Systems Use and Social Media
3. Electronic Mobile Communication Device
4. Personal Device Usage Agreement

RECOMMENDATION 2

THAT the Corporate Services Committee recommend that Board of Directors endorse the proposed changes to the Information Systems Use and Social Media Policy, Directors Mobile Computer Policy, Electronic Mobile Communications Policy and the Personal Device Agreement as presented to the Corporate Services Committee on June 4, 2015.

D. Performance Management Plan

1. Performance Planning Worksheet

RECOMMENDATION 3

THAT the Board adopt the Corporate Performance Management Rating Worksheet as presented.

E. ADJOURNMENT

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Regional Economic Development Service



Administrative Recommendation:

THAT the Corporate Services Committee recommend that the Board of Directors adopt a Regional Economic Development Service Establishment Bylaw as attached to the report of June 4, 2015.

Reference:

February 19, 2015 Report to Community Services Committee (attached)

History:

At the February 5, 2015 Board meeting, administration was asked to investigate and report on the feasibility of a Regional Economic Development service. Interest in regional economic development is focused on establishing a placeholder for support to the Film Commission and other partnerships that the Board may determine from time-to-time.

A Regional Economic Development Service may be re-established if all member municipalities and Electoral Areas agree to participate.

Alternatives:

1. Status Quo
2. Create a sub-regional service

The February 19th report listed a rationale for a regional service, as follows:

- Encourages a regional vision and approach to economic development;
- Enables the development and implementation of regional economic development planning; and
- Enables the funding for regional economic development resources.
- There is currently no mechanism for the Regional District to partner on a regional program, project or activity, although we have funded the film commission from General Government, and we did raise funds for an economic development reserve that has been used to fund economic-development related activity. A Service would legitimize the Board's participation in similar events or activities that may come along from time-to-time.

Analysis:

In the past three budget cycles, the Board of Directors has funded organizations, as listed below, through an informal grant-in aid process or out of an Economic Development reserve fund which was established in 2013. That reserve fund is exhausted and a new Regional Grant in-Aid policy is under

discussion, which limits the number of times an organization may apply for grants. The establishment of a Regional Economic Development Service would allow the Board to provide ongoing funding support to those organizations which would be identified as economic development related.

GRANTS	2014	2013	2012
AGIUR LAKE CAMP SOCIETY		35,440	
COMMUNITY FOUNDATION SOUTH OKANAGAN SIMILKAMEEN;	15,000		
CRITTERAID		1,300	1,300
OKANAGAN COLLEGE FOUNDATION		100,000	100,000
OKANAGAN FILM COMMISSION;	30,000	30,000	24,000
OKANAGAN INTERNATIONAL CHILDREN'S FESTIVAL;	5,000		5,000
OKANAGAN SIMILKAMEEN CONSERVATION ALLIANCE; - MEADOWLARK FESTIVAL;	2,000	2,000	2,000
OKANAGAN SIMILKAMEEN HEALTH LIVING COALITION	15,000		
OKANAGAN SIMILKAMEEN HEALTHY LIVING FAIR SOCIETY;	5,000	5,000	5,000
PENTICTON TRIATHLON RACE SOCIETY;001027;2014 GOLD SPONSORSHIP;2014 GOLD SPONSORSHIP	12,000		
SOUTHERN INTERIOR LOCAL GOVERNMENT ASSOC.;2014-30;SILGA CONVENTION SILVER SPONSORSHIP	3,000		
SPCA		9,000	9,000
TOTAL	87,000	182,740	146,300

Respectfully submitted:

"Christy Malden"

C. Malden, Manager of Legislative Services

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2695, 2015

A bylaw to establish and operate the promotion of economic development as a regional service in the Regional District of Okanagan-Similkameen.

WHEREAS the Board of Directors (the “Board”) of the Regional District of Okanagan-Similkameen (the “Regional District”) may adopt a bylaw to establish and operate the promotion of economic development as a service;

AND WHEREAS for a proposed municipal participating area that is all of a municipality, approval of the electors under section 801(2) (a) of the *Local Government Act* may be given under section 801.4;

AND WHEREAS the Councils of the Regional District’s member municipalities have, under section 801.4 (2) of the *Local Government Act*, consented on behalf of the electors to adopting this bylaw and notified the Board of the Regional District of its consent;

AND WHEREAS for a proposed electoral participating area, a board may authorize approval under section 801(2) (a) of the *Local Government Act* to be given under section 801.5 if, in the case of an establishing bylaw for a service referred to in section 800.1 (2), the proposed participating area for the service includes all of the electoral area and the service can be established without borrowing;

AND WHEREAS the Directors for the Regional District’s electoral areas have, under section 801.5 (2) of the *Local Government Act*, consented in writing on behalf of the electors in the proposed electoral participating areas to adopting this bylaw;

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

1. ESTABLISHMENT OF THE SERVICE

- 1.1 The promotion of economic development, including without limitation the promotion of tourism and grants for the promotion of economic development, is established as the Regional District Economic Development Service (the “service”).
- 1.2 The Board may operate the service in the Regional District of Okanagan-Similkameen Economic Development Service Area (the “service area”) and, without limitation, enter into a contract with a third party to implement the service.

2 SERVICE AREA

- 2.1 The service area comprises of the Town of Princeton, Town of Osoyoos, Town of Oliver, Village of Keremeos, District of Summerland, City of Penticton, Electoral Area “A”, “B”, “C”, “D”, “E”, “F”, “G” and “H”.

3 PARTICIPATING AREAS

- 3.1 Participating areas for the service are the Town of Princeton, Town of Osoyoos, Town of Oliver, Village of Keremeos, District of Summerland, City of Penticton, Electoral Area “A”, “B”, “C”, “D”, “E”, “F”, “G” and “H”.

4 **METHODS OF COST RECOVERY**

- 4.1 In the municipal participating areas, the annual costs of the service are to be recovered by a requisition under section 805 of the *Local Government Act*.
- 4.2 The amount requisitioned from each municipal participating area must be collected by a property value tax imposed in accordance with section 805.1 of the *Local Government Act* on the basis of the net taxable value of land and improvements.
- 4.3 In the electoral participating areas, the annual costs of the service are to be recovered by a requisition under section 806 of the *Local Government Act*.
- 4.4 The amount requisitioned from each electoral participating area must be collected by a property value tax imposed in accordance with section 806.1 of the *Local Government Act* on the basis of the net taxable value of land and improvements.

5 **APPORTIONMENT**

- 5.1 The annual costs of the service must be apportioned among the participating areas on the basis of the converted value of land and improvements in the service area.

6 **MAXIMUM AMOUNT**

- 6.1 The maximum amount that may be requisitioned annually for the service is \$100,000.00.

7 **CITATION**

- 8.1 This bylaw may be cited as the Regional District of Okanagan-Similkameen Regional Economic Development Service Establishment Bylaw No. 2695, 2015.

READ A FIRST, SECOND, AND THIRD TIME on ,.

MUNICIPAL CONSENT OBTAINED on ,.

ELECTORAL AREA DIRECTOR CONSENT OBTAINED on ,.

APPROVED BY THE INSPECTOR OF MUNICIPALITIES on ,.

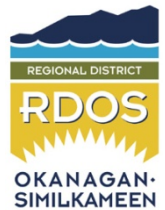
ADOPTED on ,

Board Chair

Corporate Officer

FILED WITH THE INSPECTOR OF MUNICIPALITIES on

ADMINISTRATIVE REPORT



TO: Community Services Committee
FROM: Bill Newell, CAO
DATE: 19 February 2015
RE: Regional Economic Development Service – For Information Only

ISSUE:

At their meeting of 5 February 2015, the Board of Directors requested a discussion paper on the creation of a Regional Economic Development Service. The intent of the Service would be to seek public assent for the raising and expenditure of funds on economic development related programs, projects or activities, such as the grant towards the Film Commission; and,

Further, that administration bring forward the Grant-in-Aid Policy and a terms of reference for the creation of a Regional Economic Development Service.

HISTORY:

The Regional District of Okanagan Similkameen has adopted the 2015 – 2019 Strategic Plan. Goal 3.2 provides that the Board will pursue Economic Sustainability, which would include the development of policy to provide guidance in sustaining and supporting economic diversity, maintaining and attracting a dynamic mix of businesses, establishing baseline data to monitor trends over time and encouraging the development of a regional economic development plan. Only through achieving economic sustainability can the Regional District achieve the other two pillars of community sustainability, being social and environmental.

Regional Districts are a federation of local government jurisdictions within a defined geographic area. Within the boundaries of the Regional District of Okanagan Similkameen, there is a significant interest in economic development and tourism at a local, sub-regional and regional level. The Board identified the investigation of a Regional Economic Development Strategy as a corporate priority in the 2013 Business Plan and a workshop exploring the possibilities were facilitated in cooperation with the Ministry of Jobs. We completed a Regional Tourism Strategy in 2014 with the support of Destination BC. There are several economic development programs in the Regional District, but for the most part, each operates in isolation, while some services remain dormant.

Current Economic Development Services

Local/ Sub-Regional

Town of Osoyoos/ Area A (Bylaw 1166)
Town of Oliver/ Area C (Bylaw 1978)
Electoral Area D (Bylaw 2447)
City of Penticton
District of Summerland
Keremeos; Areas B, G & H (Bylaw 2361)

Other Players

ECONOMIC DEVELOPMENT BROADLY DEFINED:

Economic development has been defined as “the process by which a community creates, retains, and reinvests wealth and improves the quality of life”. Economic development, in the main part, has focussed on the recruitment of industrial employers to a region. Research has shown that business retention and expansion, small business and entrepreneurial development, tourism and employee attraction are more representative of a strong local or regional economy.

The ultimate goal of economic development is to improve the quality of life for the people who live in a community or region by facilitating prosperity. Quality of life is an important site selection criterion for many employers. Companies are attracted to, and want to stay in, communities that are good places to live, work, and conduct business. Educational opportunities, access to medical care, diverse recreational opportunities, community infrastructure and amenities that contribute to quality of life are integral components of economic development.

THE ECONOMIC DEVELOPMENT SERVICE

The creation of a (Sub) Regional Economic Development service may be undertaken under section 796(1) of the *Local Government Act*. The Board of Directors, on 17 July 2003, did establish a Regional Economic Development Service. Bylaw 2196, being a bylaw of the Regional District of Okanagan Similkameen, provided the authority to promote economic development, including without limitation the promotion of tourism and grants for the promotion of economic development. The maximum annual amount to be requisitioned was \$100,000.00 and the Bylaw expired on December 31, 2003.

A Regional Economic Development Service could be re-established if all member municipalities and Electoral Areas agree to participate. Previous experience, however, would seem to indicate a lack of support for creating and financing a regional economic development service.

Although it is considered “best practice” to provide economic development services regionally, there are a variety of factors that make implementation a challenge in jurisdictions throughout British Columbia. Some of these include:

- Perceived lack of local benefits from individual participants in regional economic development.
- Loss of control and decision making on economic development matters at the local level.
- Lack of a shared and unified vision for regional economic development; and, perhaps
- Mistrust amongst funding partners.

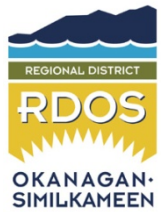
Advantages

- A (sub) regional vision and approach to economic development;
- The ability to develop and implement a (sub) regional economic development plan; and
- Ability to fund dedicated staff and financial economic development resources.

Disadvantages

- The Regional District has not historically been able to provide an acceptable regional or sub-regional governance model for an economic development service;
- A regional economic development service establishment bylaw would be required. All participants would have to agree on a single regional vision and approach to economic development that benefits all participating communities and electoral areas.

- There is currently no mechanism for the Regional District to partner on a regional program, project or activity, although we have funded the film commission from General Government, and we did put a lump sum into an economic development reserve that has been used to fund economic-development related activity.



TERMS OF REFERENCE:

As the region, country and globe continues to grapple with economic challenges, the question is raised as to what we can do at the local level from an economic development perspective. What can we do to assist the existing and growing business base with enhancement related activities and programs which address needs and challenges, attract new investment in the form of human and business capital into an expensive marketplace, and thirdly what larger policy and infrastructure issues must be addressed to allow the region to meet its economic potential. This in essence is what economic development is and where the regional focus would need to be established.

1. Identify where gaps exist within current or desired service levels and how different approaches to regional economic development could fill those gaps.
2. Identify where there may be redundancies or where overlaps may exist in service delivery levels within their jurisdictions and how this may be addressed using a regional economic development perspective.
3. Identify where regional synergies may be created if different, more regional economic development perspectives were employed.
4. Identify how access to programs, education or other resources on a regional basis could help their current client base
5. Receive input, from a local and regional perspective, on the following functional areas or business development issues:
 - a. employee training or retraining,
 - b. management training,
 - c. financing,
 - d. market research,
 - e. educational resources,
 - f. public agency access
 - g. dealing with “red tape” or regulatory requirements.

ADMINISTRATIVE REPORT



TO: Corporate Services Committee

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Board Policy Review

Administrative Recommendation:

THAT the Corporate Services Committee recommend that Board of Directors endorse the proposed changes to the Information Systems Use and Social Media Policy, Directors Mobile Computer Policy, Electronic Mobile Communications Policy and the Personal Device Agreement as presented to the Corporate Services Committee on June 4, 2015; and further,

THAT Policy P1070.00.01 Directors Laptop and Policy P1070.00.02 Directors Laptop-Software, Hardware & Support, be rescinded.

Reference:

[Regional District of Okanagan-Similkameen Policy Manual](#)

P1070-00.01 Directors' Laptop Policy

P1070-00.02 Directors' Laptop – Software, Hardware & Support Policy

Electronic Mobile Communication Device Policy

History:

Goal 4.4 of the RDOS Business Plan is to develop a responsive, transparent, effective organization. One of the objectives of this goal is achieved by developing policy framework and reviewing current RDOS policy.

Analysis:

Administration recognizes the need to develop clear policies and as such has committed to implement a process to ensure the timely review and update of Board policies.

In order to achieve this objective, administration will bring forward several policies for review at each Corporate Services meeting and establish future review dates. It is expected that this process will complete in the first quarter of 2016.

The intention is to create relevant, transparent policies which are easy for the public to access and that the Board can be confident basing decisions on.

The Board may access the RDOS Board Policy manual at the referenced hyperlink to view the current

policies and track progress of amendments as they occur.

The policies contained within this report include:

- **Information Systems Use and Social Media Policy**
 - o States what users can and cannot do on computers (including smart phones).
 - o Includes sections on security, FOI requirements, Cloud computing, social media services RDOS will provide and guidelines for using social media.
- **Directors Mobile Computer Policy.**
 - o This policy rescinds existing policies P1070-00.01 Directors' Laptop Computer Policy and P1070-00.02 Directors' Laptop – Software, Hardware and Support Policy.
 - o Specific for Directors' tablets and smart phones.
 - o Includes sections on ownership of computers and how Directors can purchase computers at the end of their term, software provided, support and maintenance of the devices.
- **Electronic Mobile Communications Policy.**
 - o The amendment of the 2012 policy.
 - o Specific for mobile phones.
 - o Includes sections on who is eligible for mobile phones, compensation for personal use and travel costs.
 - o The major change this year is adding a section specific for bringing your own device (BYOD).
- **Personal Device Usage Agreement.**
 - o Agreement users have to sign if they want their personal device to access RDOS IT services (like email).
 - o Confirms user agrees to conditions of bringing their own device including security and FOI requirements.

Respectfully submitted:

"Christy Malden"

C. Malden, Manager of Legislative Services

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

POLICY: Directors Mobile Computer

AUTHORITY: Board Resolution No. _____ dated _____.

AMENDED: Board Resolution No. _____ dated _____.

(replaces Board Policy 3.1.1 Directors' Laptop Computer and 3.1.2 Directors' Laptop – Software, Hardware & Support)

POLICY STATEMENT

The use of computers and IT (Information Technology) related devices are essential for elected officials to do their job effectively. The Regional District is responsible for paying all business related costs for these devices. To maintain credibility and trust of our citizens, it is important these devices are issued, used and disposed of in a fair and cost effective manner.

PURPOSE

To provide guidance to elected officials on the use of Mobile Computers issued by the Regional District and to define ownership of these devices.

DEFINITIONS

"Mobile Computer" means a laptop, tablet, mobile or "smart" phone and ancillary devices (including but not limited to printers, photocopiers, dock station, monitors).

RESPONSIBILITIES

1. The Board of Directors shall:
 - a. Make such revisions, additions or deletions to the Policy as may be required.
 - b. Investigate allegations and inquiries relating to inappropriate conduct by elected officials take appropriate action.
2. The Chief Administrative Officer shall:
 - a. Recommend such revisions, additions or deletions to the Policy as may be required by law.
3. Information Services Department
 - a. Purchase devices.
 - b. Provide primary level help desk support.
 - c. Assign fair market value of the mobile computer device when a device becomes available and if an Elected Official wishes to purchase it.
4. Users Responsibilities
 - a. Comply with this policy.
 - b. Follow the computer use guidelines as stated in this and the Information Systems Use and Social Media Policy

PROCEDURES

1. Issuance

Mobile Computers are issued to the Board Chair and Rural Directors to facilitate access to electronic agendas, word processing, email and mobile voice communications. A departing Director has the option of returning the Mobile Computer to the RDOS or of purchasing it outright at the end of their term.

2. Ownership

Mobile Computers issued to Directors remain the property of the RDOS, unless ownership is transferred by way of purchase to the individual Directors. Mobile Computers are subject to the requirements of the *Freedom of Information and Protection of Privacy Act*. Access to the devices may be requested by the Head of FOI at any time.

3. Useful Life of Mobile Computers/Replacement Cycle

Mobile Computers will be replaced after successful completion of their replacement cycle unless otherwise necessary.

4. Maintenance of Mobile Computers

The RDOS's IS Department will perform all required maintenance of Directors' Mobile Computers.

5. Software/Hardware Upgrades and Additions

- a. All Mobile Computers issued will include a standard software package the contents of which will be determined by RDOS IS staff.
- b. Directors wanting to install additional software and/or hardware are to do so at their own risk and expense.
- c. RDOS IS staff should be consulted prior to installation of additional software to ensure compatibility and to explain any concerns regarding personal software on a corporate device.
- d. RDOS staff will not be specifically available to install or support these additional packages.

6. Non-corporate Computers

Use of personal or non-corporate computer equipment for RDOS work is discouraged. If required however, the computer use guidelines as stated in the Information Systems Use and Social Media Policy must be followed (this includes but is not limited to all guidelines regarding security and access to device for *Freedom of Information and Protection of Privacy Act* requests).

7. Insurance

Mobile Computers will be insured by the RDOS within its property insurance policy.

8. Option to Purchase

Directors will have the option to purchase the Mobile Computer issued to them at the end of their term or the end of the expected life of the device. The amount paid by the Director to purchase the Mobile Computer will be set by IS Staff (determined by looking at the market value of a comparable device in similar condition).

RELATED POLICIES

Information Systems Use and Social Media Policy

Electronic Mobile Communication Device Policy

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

POLICY: Information Systems Use and Social Media Policy

AUTHORITY: Board Resolution No. _____ dated _____.

AMENDED: Board Resolution No. _____ dated _____.

(replaces 'CAO Policy' 1310-00.01 Information Systems Use Policy)

POLICY STATEMENT

The use of computers and social media in both a personal and professional setting is now, and will more so become critical to the success of the Regional District of Okanagan-Similkameen (RDOS). To maintain the credibility and trust of our citizens, it is important that our employees, volunteers and elected officials be accountable for maintaining high standards of ethical conduct in their use of company property.

PURPOSE

1. To establish corporate practice and provide guidance around acceptable and appropriate usage of:
 - o computers owned by the RDOS and provided to employees, volunteers and elected officials for work purposes; and,
 - o work related Social Media
2. To set out the means to correct unethical conduct;

DEFINITIONS

"Computer" is defined as Computer hardware and ancillary devices (including but not limited to desktop and laptop workstations, mobile or "smart" phones, tablet computers, PDA's, and portable USB Flash drives photocopiers, printers, fax machines and the telephone system) as well as the software and data contained on them.

"Information Systems" include (but are not limited to) Computers, network infrastructure, servers, internet, remote access, corporate software (including but not limited to email, Electronic Document Management Software, Financial and GIS) and databases.

"Social Media" is defined as any group of internet based applications that allow the creation and exchange of user-generated content (including but not limited to Facebook and Twitter).

"Illegal activity" is an act committed in violation of the law (including but not limited to downloading copyright or pirated songs or videos and hacking into other computer systems).

RESPONSIBILITIES

1. The Board of Directors shall:
 - a. make such revisions, additions or deletions to the Policy as may be required.
 - b. investigate allegations and inquiries relating to unethical conduct by elected officials and the CAO and take appropriate action.

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2. The Chief Administrative Officer shall:
 - a. make such revisions, additions or deletions to the Policy as may be required by law.
 - b. investigate allegations and inquiries relating to unethical conduct by employees and volunteers and take appropriate action.
 - c. ensure the administrative controls referred to in the Code of Conduct are in place.
 3. Information Services Department shall:
 - a. maintain overall security and integrity of the Information Systems.
 4. Managers shall:
 - a. ensure that each employee in their Department is familiar with this policy.
 5. User's shall:
 - a. comply with this policy and any related procedural documents that may be issued.
 - b. not use the Information Systems for an activity that could expose the RDOS, themselves, or colleagues to potential criminal, ethical or any legal proceedings.
 - c. take reasonable steps to not compromise the performance and/or affect the integrity of the Information Systems.
 - d. follow security measures and restrictions that are in place.
 - e. report to the Information Services Department if something potentially negative happens, or anything suspicious is noticed in regards to the Information Systems.

PROCEDURES

This Procedure is broken down into four specific areas:

1. General Computer use guidelines for employees and Elected Officials on RDOS Computers.
2. RDOS Social Media internal operational guidelines.
3. Internal guidelines for public interaction with Social Media sites and key components to keep in mind.
4. General guidelines and summary.

1. *General Computer Use Guidelines for Employees, Volunteers and Elected Officials on RDOS Computers.*

- 1.1 The RDOS recognizes there are times when company Computers may be used (i.e. email, web surfing, use of audio/visual programs/software, Social Media sites, phones) for personal use. However using Computers for personal use must not affect the productivity, disrupt the system and/or harm the RDOS's reputation.
- 1.2 All Computers are to have a login password set and a Computer lockout after a period of idle activity.
- 1.3 Login information is to be protected and not shared with anyone.
- 1.4 Report lost/stolen Computers to the Information Services Department as soon as possible.
- 1.5 Downloading of large personal use programs/files/software is monitored by IS Department for bandwidth usage and security issues, and subsequent information may be brought to the users attention, or their respective supervisor. Users unsure of bandwidth allocation/usage for specific downloads/programs should consult the IS Department beforehand.
- 1.6 Downloading and/or viewing illegal material or participating in illegal activity on RDOS Computers is not permitted. Illegal activity conducted on RDOS Computers and/or portable/handheld devices will be dealt with through respective legal and labour relations means.
- 1.7 Downloading and/or viewing of pornographic material on the internet, or through email, is not permitted, and

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- any user caught downloading/viewing pornographic material will face disciplinary action.
- 1.8 Installation of non-work-related programs/software or “apps” should be approved by the IS Department. Installed non work-related programs/software is subject to removal by IS Department.
- 1.9 Do not intentionally expose the Information Systems to viruses, spyware or other security threats. Make every effort to avoid risky websites, programs, emails, attachments, etc. If you are not sure what something is, please consult the IS Department.
- 1.10 If there is a need for data to be taken out of the corporate environment or work related personal/non-public data to be stored on a RDOS portable storage device (including but not limited to USB flash drives, SD cards, USB hard drives), then the RDOS portable storage device must be encrypted with appropriate password protection.
- 1.11 Use of RDOS Computers for private enterprise is not permitted unless authorized by the CAO.
- 1.12 Use of cloud servers outside Canada (including but are not limited to Dropbox, iCloud, Google Drive, SkyDrive) is discouraged. Downloading of documents/files from these sites is permitted but any outgoing documents/files should be managed on the RDOS cloud file share (i.e., ownCloud) or the RDOS FTP (File Transfer Protocol) site. Please contact the IS Department if you are unsure on how you should be using cloud services.
- 1.13 If a user requests to connect their personal device to the corporate e-mail system, and such action is approved by their department manager and the IS Department, the user must sign the Personal Device Usage Agreement.
- 1.14 Some corporate web based applications including but not limited to OWA (Outlook Web Access), RDP (Remote Desktop Protocol) and EDMS (Electronic Document Management System) allow downloading of documents to local computers outside the RDOS network. Any downloading of documents should only be done on a temporary basis and corporate documents are not to be stored on remote personal computers.

2 *RDOS Social Media Internal Operational Guidelines.*

- 2.1 The RDOS has approved Social Media accounts (example: Facebook, Twitter, YouTube) which are operated internally by staff designated by the CAO or a CAO-approved designate. Any new Social Media sites must be approved by the CAO.
- 2.2 The RDOS’s Social Media sites are public forums and platforms for information release which can include the following: utilities advisories, emergency services, public hearings, bylaw announcements, information releases, photos, maps, reports and any other information deemed pertinent and approved for public viewing by designated staff.
- 2.3 Until there is a dedicated resource to monitor Social Media sites, the ability for the public to add posts, general requests or comments to the RDOS Social Media sites will be disabled whenever possible.

3. *Internal Guidelines for Public Interaction With Social Media Sites and Key Components to Keep In Mind.*

- 3.1 RDOS users are not recommended to directly link their personal Social Media site profile to the RDOS’s approved Social Media sites, unless they feel confident about their knowledge of the specific Social Media platform. Linking a personal site to an employer’s site forms a professional connection via Social Media, thus an exchange of information may also take place and staff should take a proactive approach and educate themselves about applicable privacy settings beforehand.
- 3.2 Users are not permitted to use company email as login accounts for personal Social Media sites.
- 3.3 Users are required to comply with the code of conduct when answering questions or posting/linking information to other Social Media sites on RDOS related business.

4. *General guidelines and summary*

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- 4.1 Users should be aware that RDOS Computers can be monitored internally, and made public through a *Freedom of Information and Protection of Privacy Act* request. Access to these devices may be requested by the Head of FOI at any time.
 - 4.2 Collection of personal information through monitoring applications will be in accordance with *Freedom of Information and Protection of Privacy Act* legislation.
 - 4.3 The RDOS reserves the right to recover costs due to inappropriate use of company property which includes Computers and Portable Devices.
 - 4.4 Users assume responsibility and risk by using personally owned devices in the corporate environment.

RELATED POLICIES

Electronic Mobile Communication Device Policy

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

POLICY: Electronic Mobile Communication Device Policy

AUTHORITY: Board Resolution No. B216/12A dated June 7, 2012.

POLICY STATEMENT

The Regional District provides electronic communication devices and services such as cell phones, smartphones and data cards for Regional District business use to employees and elected officials who require them for work as designated by their Department manager. The Regional District is responsible for paying for all business related costs of these devices. To maintain credibility and the trust of our citizens, it is important these devices are assigned, used and paid for in an efficient, fair and cost effective manner.

PURPOSE

To provide the terms by which employees and elected officials with assigned Regional District electronic communication devices and services are to operate and to ensure that these devices are managed and used cost effectively, safely and appropriately.

RESPONSIBILITIES

1. The Board of Directors shall:
 - a. Make such revisions, additions or deletions to the Policy as may be required.
 - b. Investigate allegations and inquiries relating to inappropriate conduct by elected officials and the CAO and take appropriate action.
2. The Chief Administrative Officer shall:
 - a. Make such revisions, additions or deletions to the Policy as may be required by law.
 - b. Investigate allegations and inquiries relating to inappropriate conduct by employees and volunteers and take appropriate action.
3. IS Responsibilities
 - i) Ensuring the accuracy of supplier billings
 - ii) Ensuring that the most cost effective plans are being utilized for each device
 - iii) Providing a report highlighting individual bills where there are usage concerns/questions. Focus will be on, but not limited to, bills where excessive costs beyond normal plan costs or obvious personal use costs were incurred
 - iv) Provide primary level Help Desk support for devices
 - v) Assist with the selection of supplier and device type for new/replacement devices
 - vi) Selection of and adjustment to the most appropriate plan
4. Finance Responsibilities
 - i) Ensuring the timely payment of supplier billings
5. Managers Responsibilities
 - i) Ensuring that there is justification for each new device and service and continuing justification for existing devices and services (see 1 Eligibility)

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- ii) Ensuring that each employee with a Regional District communication device is familiar with this policy
 - iii) Review and follow up of items on individual bills where there are usage concerns/questions
 - iv) Ensuring that employees reimburse the Regional District for reimbursable costs
 - v) Ensure that IS has up-to-date and accurate information regarding device owners name and charge to account number
 - vi) Notification to IS if there is a change in device owners employment status
 - vii) Notification and return of device to IS when no longer required. Departments will be responsible for any early cancellation charges relating to the device

6. Users Responsibilities

- i) Complying with this policy and any related procedural documents that may be issued
- ii) Lost, stolen or damaged devices reported to IS Department immediately
- iii) Regular reimbursement to the Regional District for all reimbursable costs (see Reimbursable Costs)
- iv) Showing due care for the devices in their possession
- v) Will act in accordance with the RDOS Communication Devices and Safe Driving Administrative Directive regarding the use of such devices while operating powered vehicles or equipment
- vi) Inform IS Department of potential usage changes (i.e. significant change in text, voice data usage and/or roaming).

PROCEDURES

1. Eligibility - An employee of the Regional District whose manager/supervisor has deemed it a work necessity. Criteria may include but not be limited to (at discretion of manager or higher level senior official).
 - a) Board Chair and Rural Directors
 - b) Job related safety
 - c) Emergency or on-call contact requirements
 - d) Device used to monitor critical equipment
 - e) Considerable time spent out of office with requirement to communicate with staff and/or public
 - f) Improved customer service
 - g) Operational efficiency

Eligibility justification from the manager must be provided in the form of an email to the Manager of IS along with the employee's name, charge to account number, confirmation that the employee is familiar with this policy, type of device required (cell phone vs smart phone), intended use of device and any special considerations/uses that may affect the model of phone or type of plan selected for the device.

2. Electronic Communication Device. A list of approved devices is available from the IS Department.
3. Bring Your Own Device (BYOD). If a staff member requests to use their personal device to connect to the corporate email system, and such action is approved by the department manager and the IS Department, then the following steps are required:
 - a. The user must agree to a Personal Device Usage Agreement.
 - b. Devices that do not have current operating system patch levels will not be accepted for connection.
 - c. It is expected that a user who has been provided with this benefit may also have the data features turned on outside of their scheduled work day. The user will not be expected to respond to work-related emails, calendar, text, etc. unless the user is on call or stand-by or overtime has been approved by the user's supervisor.
 - d. Corporate practices and policies related to computer and mobile phone use including the Information Systems Usage and Social Media Policy apply to the employee's personal phone. This includes but is not limited to the following:

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- i. Users should be aware that Regional District related content on personal devices can be made public through a *Freedom of Information and Protection of Privacy Act* request and in compliance with this legislation. Access to these devices may be requested by the Head of FOI at any time.
 - ii. The agreement would allow the IS Department to control the device and allow remote wipe of it in the event that it is lost/stolen. This will remove all of the user's content.
 - iii. Users must comply with security guidelines as stated in the Information Systems Use and Social Media Policy.
 - e. Support
 - i. The IS Department will assist employee's in configuring basic connectivity.
 - ii. The IS Department will install any necessary software to enforce security standards.
 - iii. These devices will only be supported by the IS Department on a "best effort" level.
 - f. Stipend.
 - i. The user is entitled to financial compensation, if the Manager determines a business requirement for a smart phone for electronic communication services (such as voice, email, contacts, and calendar).
 - ii. The stipend rate for the use of a personal device will be determined annually by the IS and Finance Department. The rate will be 75% of the cost to provide a standard device on the RDOS's plan.
 - 4. Non policy information – Additional information re vendor plans, travel options/considerations, usage guidelines, billing access is available from the Systems Administrator.
 - 5. Personal Use
 - a. In recognition of the need most users have to take care of occasional personal matters. Reasonable personal use of devices is allowed during business hours provided that it does not interfere with Regional District business.
 - b. Regional District cell phones and smartphones may be used for personal use outside of business hours (see section below)
 - c. Vendor plans provide for usage and services with limits at a fixed cost which is covered by the District. The Finance and IS Manager will determine appropriate monthly cost dependent on position. Any usage and/or services over these limits that are deemed to be personal use are reimbursable costs. Reimbursable costs are to be paid to the District by the user on a regular basis (see reimbursable costs).
 - 6. Travel
 - a. Voice (long distance in Canada plus roaming outside of Canada) and texting (outside of Canada) costs are only paid by the Regional District when;
 - i. The calls or text messages are work related
 - ii. If traveling see options for travel packs/bundles from IS Department
 - b. Data roaming costs for smartphones and data cards are only paid by the Regional District when;
 - i. There is a need (managers discretion) to remain in contact with work via email
 - ii. If traveling see options for travel packs/bundles from the IS Department
 - iii. Only reasonable roaming costs will be covered by the Regional District.
 - 7. Reimbursable Costs
 - a. Department managers are responsible for ensuring that their employees reimburse the Regional District regularly (minimum quarterly) for all reimbursable costs. Monthly billing review will identify possible potential significant personal use. Employee will be provided with a copy of the bill to reimburse or justify any extra usage.
 - b. Users are responsible for reimbursing the Regional District for their reimbursable costs regularly (at a minimum annually for the previous 12 month period)

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8. Device Use and Freedom of Information –Device use guidelines as stated in the Information Systems Use and Social Media Policy must be followed. This includes, but is not limited to, all guidelines regarding security and access to the device for *Freedom of Information and Protection of Privacy Act* requests.
 9. Non-compliance with this Policy – Failure to comply with any portion of this policy or any future amendments could result in revocation of the District issued cell phone, smartphone or data card and/or disciplinary actions ranging from oral or written reprimands up to and including termination or legal action.

RELATED POLICIES

Information Systems Use and Social Media Policy

PERSONAL DEVICE USAGE AGREEMENT

In order to ensure the security of the Regional District of Okanagan-Similkameen (RDOS) data network / resources, **all individuals connecting non-RDOS managed devices to the RDOS network are required to read the following terms and conditions, and sign the attached Personal Device Usage Agreement.** The agreement is to be approved by the IS Department prior to connecting to the RDOS network.

TERMS AND CONDITIONS: The User agrees to the following:

1. Report all security related issues to the Information Services Department immediately.
2. Must not connect any unapproved hardware devices to the network (e.g. printers, hubs, routers, etc.).
3. Report lost or stolen devices to IS Department as soon as possible.
4. RDOS related content on personal devices can be made public through a *Freedom of Information and Protection of Privacy Act* request. Access to these devices may be requested by the Head of FOI at any time.
5. Only approved devices – upon review of the signed Agreement – will be allowed to connect to the RDOS network. As technology changes at a rapid pace, please contact the IS Department to verify that your device is acceptable.
6. The device must have current vendor patches applied to all installed software.
7. The device must be password protected to unlock/use the device.
8. The device must automatically lock after a period of inactivity.
9. Device encryption must be enabled.
10. The IS Department will have access to the device as required to install and maintain any necessary software to enforce security standards.
11. The IS Department may control the device and remotely wipe it in the event that it is lost/stolen. This will remove all of the user's content.
12. The RDOS will not be liable for accidental damage to these devices that may occur during its operation or during a security investigation.
13. These devices will only be supported by the IS Department on a “best effort” level. Employees choosing to use these devices are expected to provide an advanced level of self-support.



PERSONAL DEVICE USAGE AGREEMENT

This agreement must be approved by the IS Department before any network connections are made. **Individuals signing this agreement must read, understand, and comply with all of the terms on the previous page. Failure to do so will remove your right to use the RDOS network.**

I have read the RDOS Personal Device Usage Agreement Terms and Conditions, and the Computer and Portable Device Usage and Social Media Policy. I understand its contents and agree to comply with its provisions.

Full Name: _____ Contact No.: _____
Device Type: _____ Model: _____
Serial No. _____

Please indicate the service(s) you require:

- ☐ RDOS Email
☐ Other (please provide name of application): _____

Device Owner (signature) _____ *Date*

Authorizing Manager (signature) _____ *Print Name* _____ *Date*

IS Department (signature) _____ *Print Name* _____ *Date*

TO BE COMPLETED BY THE IS DEPARTMENT

This agreement is **in effect** as of : _____
Date

This agreement is **void** as of : _____
Date

ADMINISTRATIVE REPORT



TO: Corporate Services Committee

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Performance Management

Administrative Recommendation:

1. **THAT the Board adopt the Corporate Performance Management Rating Worksheet as presented.**

Reference:

- Corporate Performance Management Worksheet as presented.

Business Plan Objective:

Goal 4.1 To execute a well-defined strategic planning cycle and process;

Objective 4.1.1 By maintaining, evaluating and executing the Strategic Planning and Enterprise Risk Management Programs.

History:

The Regional District has a robust Strategic Planning Process and it's designed for the Board to measures progress against the annual Corporate Business Plan. To this point, there has been no quantitative measurement associated with the Business Plan. Qualitative quarterly reports are submitted to the Corporate Services Committee and a final report is prepared at the end of each calendar year. Management accountability for achieving the objectives set out in the Business Plan by the Board is activity-based and somewhat subjective.

The 2015 Business Plan contemplates a revision to the Performance Planning and Review process and, since the organizational framework of the Regional District is based on the Board/ CAO Relationship, a policy has been developed that establishes a formal review process by the Board on the CAO and then a requirement for the CAO to cascade that evaluation process throughout the organization.

Alternatives:

1. Revise the points recommended for the 2015 Business Plan to better reflect Board priorities.

Analysis:

The Policy anticipates that the Board would choose to incent the accomplishment of the Business Plan Objectives and hold the CAO responsible for doing so. The draft policy reflects a CAO performance evaluation process weighted accordingly; 80% of the evaluation being focused on the Business Plan and the remaining 20% related to personal performance based on the evaluation of the CAO by the Board.

2015 Performance Planning Worksheet

KSD 1 –HIGH PERFORMING ORGANIZATION (15 Points) (3 Goals/ 6 Objectives)			
Goal 1.1 To be an effective, fiscally responsible organization			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
5	1.1.1 By providing the Board with accurate, current financial information.	0	• Managers review department financial statements monthly
		1	• The Board receives a variance report quarterly
		1	• Receipt of an unqualified independent audit
		3	• Successfully meet budget at year-end
1	1.1.2 By implementing the 2015 Phase of the internal communications program.	0	• Sustainable inter-departmental high-performing communications committee
		1	• Implementation of the 2015 phase of the Communications Plan
3	1.1.3 By renovating the corporate office	0	• Business Case supported by Budget Committee
		3	• Design and construct the Office Renovation Plan in 2015
1	1.1.4 By implementing the 2015 phase of the Electronic Data Management System (EDMS) program	1	• Load all water connection data, demolition permits, community services documents, 911 Telecommunications Upgrade documents and Parks Commission documents.

Goal 1.2 - To be a healthy and safe organization			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
3	1.2.1 By implementing the 2015 phase of the health and safety strategy	1	• networking with Fire Departments and Parks /Recreation Commissions
		1	• Completion of the 2015 Worksafe Plan
		1	• Training for RDOS staff

KSD 1 –HIGH PERFORMING ORGANIZATION			
Goal 1.3 - To cultivate an organizational climate where innovation, customer focus, responsiveness and employee effectiveness are valued.			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
2	1.3.1 By implementing the 2015 Organizational Development Plan		• Organize and Implement the 2015 Staff Business Meeting
		1	• Investigate the Lean Cultural Change Program, if approved
		1	• Re-invent the High-Performance and Innovation Committee

KSD 2 – TO OTIMIZE THE CUSTOMER EXPERIENCE (15 Points) (4 Goals/ 5 Objectives)			
Goal 2.1 To implement a customer satisfaction program			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
2	2.1.1 By implementing the 2015 phase of the customer satisfaction program	2	• Provide a quarterly report to the Board on progress against this objective.

Goal 2.2 To foster dynamic and effective community relationships			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
5	2.2.1: By implementing a Community Initiatives Program (Electoral Area Engagement)	5	• Organize at least one meeting in each electoral area.
		0	• Measure progress in 2016 Citizen Survey

KSD 2 – TO OPTIMIZE THE CUSTOMER EXPERIENCE			
Goal 2.3 By introducing key communication documents to the Board and implement the 2015 phase			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
3	2.3.1: By introducing key communication documents to the Board and implement the 2015 phase	1	• Develop and present a communications policy to the Board
		1	• Develop a Communications Plan
		1	• Develop Design Guidelines to present a professional corporate image to our citizens
2	2.3.2 By improving access to Regional District Bylaws and Policies	1	• Post all consolidated bylaws and policies to the RDOS Website
		1	• Obtain feedback from citizens on ease of access

Goal 2.4 To meet public needs through the development and implementation of key services.			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
3	2.4.1: By identifying services required by RDOS citizens and implementing the 2015 phase.	1	• Review and revise the Service Inventory
		1	• Update non-compliant bylaws
		1	• Conduct a benchmarking exercise with similar regional districts to determine gaps in service

KSD 3 – TO BUILD A SUSTAINABLE COMMUNITY (55 Points) (3 Goals/ 22 Objectives)			
Goal 3.1: to develop a socially sustainable community (20)			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
4	3.1.1: By defining regional and community parks and create a development strategy.	1	• Review all original Parks Establishment Bylaws to ensure compliance
		2	• Inventory and map all park assets
		1	• Develop a community service governance model for the regional district, based on benchmarks with other Regional Districts
		0	• Initiate a standardization protocol for all Parks & Recreation commissions
1	3.1.2: By participating in the Healthy Communities Program	0	• Maintain membership on the OSHCC Board of Directors
		1	• Maintain membership on the OSHCC Operations Committee
		0	• Assist with presentation to Budget Committee for operational funds
5	3.1.3 By initiating a Regional Heritage Program	1	• Present the Heritage Plan to the Board
		1	• Initiate and implement a Regional Heritage Service
		2	• Establish a Regional Heritage Committee
		1	• Develop and implement an education and marketing program to promote heritage in the Region
4	3.1.4 By implementing the 2015 phase of the 911 Emergency Telecommunications Engineering Project	0	• Procure and commence installation of 911 infrastructure
		2	• Conduct a live test on the improved system
		0	• Initiate an RFP to manage the maintenance schedule for the new radio system
		2	• Convert to the new system by the end of 2015

3	3.1.5: By creating a Regional Transit Service	0	• Receive the final report from BC Transit on a Regional Service
		1	• Develop a governance structure for a regional transit service
		2	• Initiate a Regional Transit Service Establishment process
2	3.1.6 By developing and constructing a Pedestrian Corridor up Lakehill Road in Kaleden	1	• Construct the trail up Lakehill Road by the end Of 2015
		1	• Ensure that storm drainage and landscaping are appropriate for the project
1	3.1.7: By developing an Area A and C Trail Development Plan	0	• Develop a plan to extend the KVR Trail in Electoral Areas “A” and “C”.
		1	• Obtain tenure on the identified extensions to the South Spur
		0	• Implement a robust public consultation program
		0	• Initiate the preliminary engineering for construction of the trail

KSD 3 – TO BUILD A SUSTAINABLE COMMUNITY			
Goal 3.2 To develop an Economically Sustainable Community (5 Points)			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
3	3.2.1 By investigating the benefit of acquiring the Penticton Regional Airport and the formation of an Airport Authority	1	<ul style="list-style-type: none"> • Enter into discussions with Transport Canada on the future of the Penticton Regional Airport and keep the Board informed.
		2	<ul style="list-style-type: none"> • Obtain information and conduct a due diligence to determine options
2	3.2.2 By updating the Naramata Water System Development Cost Charge Bylaw	0	<ul style="list-style-type: none"> • Review the existing Naramata Water System DCC Bylaw
		1	<ul style="list-style-type: none"> • Identify system upgrades required for growth
		0	<ul style="list-style-type: none"> • Develop a draft bylaw for presentation to the Naramata Water Advisory Commission
		0	<ul style="list-style-type: none"> • Submit a draft bylaw to the Province for consideration
		1	<ul style="list-style-type: none"> • Submit a bylaw to the Board for consideration

KSD 3 – TO BUILD A SUSTAINABLE COMMUNITY			
Goal 3.3 To develop an environmentally sustainable community (30 Points)			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
2	3.3.1: By implementing the 2015 phase of the Corporate Climate Action Plan	0	• File CARIP and Smartool Reports with the Province
		1	• Implement the energy efficiencies identified in the Corporate Climate Action Plan adopted by the Board in 2014
		1	• Research and apply for grants
		0	• Report to the Board on a quarterly basis
2	3.3.2: By implementing the ESDP recommendations from the “Keeping Nature in our Future” strategy.	0	• Prepare OCP amendments to entrench the “Keeping Nature in our Future” recommendations adopted in 2014 in legislation
		1	• Conduct public consultation in all Electoral Areas
		1	• Adopt OCP amendments by the end of 2015
2	3.3.3: By commencing the Electoral Area “D-1” official community plan review	0	• Conduct background research to commence the review and update of the D-1 OCP.
		0	• Conduct the environmental scan to develop a list of issues to address in the process
		2	• Conduct a public consultation process
3	3.3.4: By developing an Area Structure Plan for Gallagher Lake.	0	Conduct background research to commence the development of the ASP for Gallagher Lake
		0	Conduct the environmental scan to develop a list of issues to address in the process
		2	Conduct a public consultation process
		1	Present the Bylaw to the Board for consideration by the end of 2015.

1	3.3.5:By developing a consolidated Okanagan Valley Zoning Bylaw.	0	<ul style="list-style-type: none"> Review existing Okanagan Valley Zoning Bylaws and identify inconsistent policies and practices
		0	<ul style="list-style-type: none"> Develop a draft amending bylaw to provide for consistency of application
		1	<ul style="list-style-type: none"> Present the draft amending bylaw to the Board
1	3.3.6 By commencing the Electoral Area “F” official community plan review	0	<ul style="list-style-type: none"> Conduct background research to commence the review and update of the Area F OCP.
		0	<ul style="list-style-type: none"> Establish an Area F OCP Review Committee
		1	<ul style="list-style-type: none"> Conduct the environmental scan to develop a list of issues to address in the process
3	3.3.7:By conducting the regulatory 5-Year Regional Growth Strategy Review	1	<ul style="list-style-type: none"> Identify indicators to base the regulatory review of the sub-regional growth strategy
		1	<ul style="list-style-type: none"> Acquire benchmark data and prepare a report for the Board
		1	<ul style="list-style-type: none"> Conduct issue identification process
3	3.3.8:By investigating the development of a regional conservation fund	0	<ul style="list-style-type: none"> Develop and implement a public information program
		0	<ul style="list-style-type: none"> Research details to support the development of a Conservation Fund
		1	<ul style="list-style-type: none"> Develop the fund concept
		1	<ul style="list-style-type: none"> Assess public opinion
		1	<ul style="list-style-type: none"> Submit a report to the Board for consideration during the 2016 Budget Process
3	3.3.9:By undertaking Phase II of the Similkameen Valley Watershed Strategy	1	<ul style="list-style-type: none"> Conduct public consultation on Phase II
		1	<ul style="list-style-type: none"> Work with LSIB to develop a historical and cultural perspective of the importance of water in the Similkameen Valley
		1	<ul style="list-style-type: none"> Complete the Phase II Report
		0	<ul style="list-style-type: none"> Commence Phase III, which focusses on agricultural

4	3.3.10: By completing the Faulder Water System Upgrade	1	• Complete the detail design for the new well and the uranium extraction system
		2	• Construct the new pumping, treatment and distribution system
		1	• Organize an opening ceremony
3	3.3.11: By implementing the 2015 phase of the Solid Waste Management Plan	1	• Complete the Organics Siting Study
		1	• Review the curbside collection contract
		1	• Review the Campbell Mountain Landfill Gas Capture Plan
3	3.3.12: By initiating the process to bring Kaleden and Skaha Estates into the Okanagan Falls Waste Water Treatment System	1	• Complete the detail design of a sewerage collection system for Kaleden and Skaha Estates
		2	• Obtain public assent to establish a Service to attach to the Okanagan Falls Wastewater Treatment Plant

KSD 4 – TO PROVIDE GOVERNANCE & OVERSIGHT IN A REPRESENTATIVE DEMOCRACY (15 Points) (4 Goals/ Objectives)			
Goal 4.1 To execute a well-defined strategic planning cycle and process (5)			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
5	4.1.1: By maintaining, evaluating and executing the Strategic Planning and Enterprise Risk Management Programs.	1	• Report quarterly on progress against the 2015 Business Plan and Risk Register
		1	• Development of the 2016-2020 Strategic Plan
		1	• Development of the 2016 Corporate Business Plan
		1	• Development of the 2016 Corporate Action Plan
		1	• Review and update the Enterprise Risk Management Register

KSD 4 – TO PROVIDE GOVERNANCE & OVERSIGHT IN A REPRESENTATIVE DEMOCRACY				
Goal 4.2 To encourage all member municipalities, electoral areas and Indian Bands to work together (4)				
	Corporate Objectives		Performance Indicators	
0	4.2.1: By organizing regional and sub-regional Community to Community meetings in 2015.	0	• Continue to advocate with the Upper Similkameen Indian Band to become a Member of the Joint Council and Steering Committee	
		0	• Apply for grants to host two C2C meetings in 2015	
3	4.2.2: By implementing the terms of the First Nations Protocol Agreement	1	• Retain professional facilitators to assist with the organization and implementation of the workshops	
		1	• Continue to organize regular joint council and steering committee meetings to promote good relations in the Regional District	
		1	• Implement the 2015 actions identified in the Joint Council Action Plan	
1	4.2.3: By investigating opportunities for mutual cooperation among member municipalities	0	• Continue to promote RDOS Enterprise Units to provide assistance to Member municipalities	
		0	• Re-engage Regional CAO meetings in 2015	
		1	• Investigate partnership opportunities to leverage operational efficiencies	

KSD 4 – TO PROVIDE GOVERNANCE & OVERSIGHT IN A REPRESENTATIVE DEMOCRACY				
Goal 4.3 To promote Board and Chair Effectiveness (2)				
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators	
2	4.3.1: To assist the Board to operate in an effective manner	1	• Develop a Board Self-Evaluation Policy and Tool for discussion	
		0	• Conduct a survey at year-end	
		1	• Evaluate survey results and discuss with the Board	
		0	• Develop action plan if required	

KSD 4 – TO PROVIDE GOVERNANCE & OVERSIGHT IN A REPRESENTATIVE DEMOCRACY			
4.4 To develop a responsive, transparent, effective organization (4)			
Pts.	Corporate Objectives	Sub Pts.	Performance Indicators
4	4.4.1: By developing policy framework and reviewing policy	1	<ul style="list-style-type: none"> Review current RDOS Policies and develop a consolidated index
		0	<ul style="list-style-type: none"> Develop a Plan for review of all Board policies and implement the 2015 phase
		1	<ul style="list-style-type: none"> Bring revised policies to the Board for discussion
		1	<ul style="list-style-type: none"> Benchmark with other high-performing local governments to determine gaps in policy
		1	<ul style="list-style-type: none"> Develop a standard operating procedure manual



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BOARD of DIRECTORS MEETING

Thursday, June 4, 2015

1:00 p.m.

REGULAR AGENDA

A. APPROVAL OF AGENDA

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

That the Agenda for the RDOS Board Meeting of June 4, 2015 be adopted.

1. Consent Agenda – Corporate Issues

a. Corporate Services Committee – May 21, 2015

THAT the Minutes of the May 21, 2015 Corporate Services Committee be received.

b. Environment and Infrastructure Committee – May 21, 2015

THAT the Minutes of the May 21, 2015 Environment and Infrastructure Committee be received.

c. Planning and Development Committee – May 21, 2015

THAT the Minutes of the May 21, 2015 Planning and Development Committee be received.

THAT the Board of Directors resolves to initiate an amendment bylaw to the Electoral Area "D-1" Official Community Plan and the Electoral Area "D-1" Zoning Bylaws to amend Resort Mixed Use (RMU) zone and designations on a number of properties to Residential Medium Density (MR) and a new Residential Multiple Family zoning.

d. RDOS Regular Board Meeting – May 21, 2015

THAT the minutes of the May 21, 2015 RDOS Regular Board meeting be adopted.

RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)

That the Consent Agenda – Corporate Issues be adopted.

B. DELEGATIONS

1. Penticton BC Winter Games

Tim Broesche and Edgar Yost, Friends of the Games

Mr. Broesche and Mr. Yost will address the Board regarding the Penticton 2016 BC Winter Games.

C. DEVELOPMENT SERVICES – Rural Land Use Matters**1. Official Community Plan and Zoning Bylaw Amendment – Electoral Area “C” Parkbridge Lifestyle Communities Inc, 8487 Highway 97**

- a. Bylaw No. 2452.14, 2015
- b. Bylaw No. 2453.24, 2015
- c. Responses Received

To adjust the zone boundary between the CT4 and RSM1 zoned parts of the property and to introduce cabins as a permitted form of campground use.

RECOMMENDATION 3 (Unweighted Participant Vote – Simple Majority)

THAT Bylaw No. 2452.14, 2015, Electoral Area “C” Official Community Plan Amendment Bylaw and Bylaw No. 2453.24, 2015, Electoral Area “C” 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 June 4, 2015, to be appropriate consultation for the purpose of Section 879 of the *Local Government Act*;

AND THAT, in accordance with Section 882 of the *Local Government Act*, the Board has considered Amendment Bylaw No. 2452.14, 2015, in conjunction with its Financial and applicable Waste Management Plans;

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

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

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

2. Land Use Contract Termination / OCP & Zoning Bylaw Amendment — Electoral Area “E”, 2800 Aikens Loop

- a. Bylaw No. 2458.08
- b. Bylaw No. 2459.15
- c. Public Hearing Report – June 4, 2015
- d. Responses Received

To terminate Land Use Contract No. LU-2-E (being Bylaw No. 407) from the the property at 2800 Aikens Loop (being Lot A, Plan KAP27210, District Lot 209, SDYD) and to designate and zone the property under the Electoral Area “E” OCP and Zoning Bylaws.

RECOMMENDATION 4 (Unweighted Corporate Vote – Simple Majority)
THAT the public hearing report be received.

RECOMMENDATION 5 (Unweighted Participant Vote – 2/3 Majority)
THAT Bylaw No. 2458.08, 2015, Electoral Area “E” Official Community Plan Amendment Bylaw and Bylaw No. 2459.15, 2015, Electoral Area “E” Zoning Amendment Bylaw be read a third time and adopted.

3. Development Procedures Bylaw Amendment

a. Bylaw No. 2500.05

To introduce an application requirement that vacation rental TUP proposals be accompanied by a Health and Safety Inspection and that TUP applications be referred to Advisory Planning Commissions (APCs) prior to Board consideration in order to facilitate the convening of Public Information Meetings.

RECOMMENDATION 6 (Unweighted Participant Vote – Simple Majority)
THAT Bylaw No. 2500.05, 2015, Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw be adopted.

D. COMMUNITY SERVICES – Rural Projects

1. License of Occupation – Granite Creek Townsite

- a. **Statement of Significance**
- b. **Application Area Map**
- c. **Request from Granite Creek Preservation Society**

To secure a License of Occupation to facilitate improvements and maintenance of the site by the Granite Creek Preservation Society

RECOMMENDATION 7 (Unweighted Corporate Vote – Simple Majority)
THAT the Board of Directors make application to the Province of British Columbia for a License of Occupation over the former Granite Creek townsite, legally described as Lot 781, Blocks A–F and Lot 731, on behalf of the Granite Creek Preservation Society, for a period of 30 year.

2. Heritage Register Boundary adjustment for Haynes Barn listing

- a. **Revised Statement of Significance**
- b. **Map**

To expand the boundaries of the historical site to more accurately reflect the historic use of working ranch as a whole.

RECOMMENDATION 8 (Unweighted Corporate Vote – Simple Majority)

THAT the Board of Directors approve the adjustment of the Haynes Barn heritage register listing to include the buildings on the south side of Road 22.

3. Frank Venables Theatre – Lease and Operating Agreement

- a. **Frank Venables Theater Lease**
- b. **Frank Venables Theater operating agreement**

To allow the Oliver Community Theater Society to operate the Frank Venables Theater.

RECOMMENDATION 9 (Unweighted Corporate Vote – Simple Majority)

THAT the Board of Directors authorize the Chair and Chief Administrative Officer to execute the Frank Venables Theatre Lease between the Regional District of Okanagan-Similkameen and School District 53 and,

THAT the Board of Directors authorize the Chair and Chief Administrative Officer to execute the Frank Venables Theatre Operating Agreement between the Regional District of Okanagan-Similkameen and the Oliver Community Theatre Society.

E. FINANCE**1. Statement of Financial Information – Year Ended December 31, 2014**

- a. **Report**

RECOMMENDATION 10 (Unweighted Corporate Vote – Simple Majority)

THAT the Board of Directors approve the Regional District of Okanagan-Similkameen Statement of Financial Information for the year ended December 31, 2014 pursuant to the Financial Information Act Financial Information Regulation Schedule 1, subsection 9(2).

2. Osoyoos Museum Debt Reserve Fund Expenditure Bylaw

- a. **Bylaw No. 2693, 2015**
- b. **Osoyoos Museum Funding Request Letter**

The purpose of the bylaw is to remove funds from the capital reserve

RECOMMENDATION 11 (Unweighted Corporate Vote – 2/3 Majority)

THAT Bylaw 2693, 2015 Osoyoos Museum Debt Reserve Fund Expenditure Bylaw be read a first, second and third time and adopted.

3. Grant Policies

- a. **Community Works Gas Tax Funding Policy**
- b. **Electoral Area Community Grant in Aid Policy**
 - i. **Electoral Area Community Grant in Aid Application Form**
 - ii. **Electoral Area Community Grants – Community Grant Guidelines**
 - iii. **Electoral Area Community Grants – Guidelines for Individual Electoral Area Directors**
- c. **Regional Grant in Aid Policy**
 - i. **Regional Grant in Aid Application Form**

RECOMMENDATION 12 (Unweighted Corporate Vote – Simple Majority)

THAT the Board of Directors adopt the Community Works Gas Tax Funding Policy attached to the Administrative Report dated June 4, 2015 from B. Newell; and,

THAT the Board of Directors rescind Policy No P1850-00.01 Electoral Area Grant in Aid and adopt the Electoral Area Community Grant in Aid Policy attached to the Administrative Report dated June 4, 2015 from B. Newell; and,

THAT the Board of Directors rescind Policy No P1850.02 Regional Grant in Aid Requests and adopt the Regional Grant in Aid Policy attached to the Administrative Report dated June 4, 2015 from B. Newell.

F. OFFICE OF THE CAO**1. Naramata Water System Back-up Power Loan Authorization Bylaw**

- a. **Bylaw No. 2696, 2015**

To allow for back-up power to the Naramata Water System

RECOMMENDATION 13 (Unweighted Corporate Vote – Simple Majority)

THAT Naramata Water System Back-Up Power Loan Authorization Bylaw No .2696, 2015 be read a first, second and third time and be forwarded to the Inspector of Municipalities for Ministry approval prior to electoral approval; and,

THAT the Board of Directors authorize that elector approval for the adoption of the bylaw be obtained through an alternative approval process.

2. Naramata Fire Truck Acquisition Loan Authorization Bylaw

a. Bylaw No. 2698, 2015

To purchase a new fire engine, increasing pumping capacity by 1250GPM.

RECOMMENDATION 14 (Unweighted Corporate Vote – Simple Majority)

THAT Naramata Fire Truck Acquisition Loan Authorization Bylaw No. 2698, 2015 be read a first, second and third time and be forwarded to the Inspector of Municipalities for Ministry approval prior to electoral approval; and,

THAT the Board of Directors authorize that elector approval for the adoption of the bylaw be obtained through an alternative approval process.

3. Electoral Area “C” Advisory Planning Commission Appointment

RECOMMENDATION 15 (Unweighted Corporate Vote – Simple Majority)

THAT the Board of Directors appoint Jessica Murphy as a member of the Electoral Area “C” Advisory Planning Commission for a term ending November 30, 2018.

G. CAO REPORTS

1. Verbal Update

H. OTHER BUSINESS

1. Chair’s Report

2. Directors Motions

3. Board Members Verbal Update

I. CLOSED SESSION

RECOMMENDATION 16 (Unweighted Corporate Vote – Simple Majority)

THAT in accordance with Section 90(1)(j) and (2)(b) of the *Community Charter*, the Board close the meeting to the public on the basis of information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act*; and, the consideration of information received and held in confidence relating to negotiations between the Regional District and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

J. ITEMS COMING OUT OF CLOSED SESSION COMMITTEE OF MAY 21, 2015

1. Planning and Development Committee of May 21, 2015
-

K. ADJOURNMENT



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

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Corporate Services Committee

Thursday, May 21, 2015

12:25 p.m.

Minutes

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 C. Rhodes, Alt. 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:

Director S. McKortoff, Town of Osoyoos

STAFF PRESENT:

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

S. Croteau, Manager of Finance

A. APPROVAL OF AGENDA

It was MOVED and SECONDED

THAT the agenda for the Corporate Services Committee Meeting of May 21, 2015 be adopted. - **CARRIED**

B. Community Works Gas Tax Funding Policy.

1. Policy

To introduce a policy providing guidance on the use of Community Works (CWF) Gas Tax Funding throughout the Regional District. The policy sets out that CWF funding will only be used for infrastructure projects owned or leased by the Regional District or a member municipality.

RECOMMENDATION 1

It was MOVED and SECONDED

THAT the Board of Directors adopt the Community Works Gas Tax Funding Policy attached to the May 21, 2015 report from the Chief Administrative Officer. - **CARRIED**

- C. **Electoral Area Community Grant in Aid Policy.**
1. **Policy**
 2. **Guidelines**
 3. **Guidelines for Individual Electoral Area Directors**
 4. **Application Form**
 5. **Old Version**

RECOMMENDATION 2

It was MOVED and SECONDED

THAT status quo with 'ensure an annual listing of all grant recipients is posted on the RDOS website by December 31 to be available for public review' be maintained. -

CARRIED

- D. **Regional Grant in Aid Policy.**
1. **Policy**
 2. **Application Form**

RECOMMENDATION 3

It was MOVED and SECONDED

THAT the Board of Directors adopt the Regional Grant in Aid Policy attached to the May 21, 2015 report from the Chief Administrative Officer; as amended to reflect one intake per year and to create a discretionary reserve for one time opportunities and,

THAT the Board of Directors rescind Policy No P1850.02 Regional Grant in Aid Requests.
- **CARRIED**

E. **ADJOURNMENT**

By consensus, the meeting adjourned at 2:16 p.m.

APPROVED:

CERTIFIED CORRECT:

M. Pendergraft
RDOS Board Chair

B. Newell
Corporate Officer



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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Environment and Infrastructure Committee

Thursday, May 21, 2015

10:47 a.m.

Minutes

MEMBERS PRESENT:

Chair T. Siddon, Electoral Area "D"
Vice Chair K. Kozakevich, Electoral Area "E"
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 A. Jakubeit, City of Penticton
Director H. Konanz, City of Penticton
Director A. Martin, City of Penticton
Director C. Rhodes, Alt. Town of Osoyoos
Director M. Pendergraft, Electoral Area "A"
Director T. Schafer, Electoral Area "C"
Director J. Sentes, City of Penticton
Director P. Waterman, District of Summerland

MEMBERS ABSENT:

Director S. McKortoff, Town of Osoyoos

STAFF PRESENT:

B. Newell, Chief Administrative Officer
C. Malden, Manager of Legislative Services
R. Huston, Manager of Public Works

C. Pilling, Engineering Technologist
Z. Kirk, Projects Coordinator

A. APPROVAL OF AGENDA

It was MOVED and SECONDED

THAT the agenda of the Environment and Infrastructure Committee meeting of May 21, 2015 be adopted. - **CARRIED**

B. RBC Blue Water Project Leadership Grant Successful Application - Okanagan Aquatic Invasive Species Prevention Program

The Committee was advised that the Royal Bank of Canada (RBC) awarded the RBC Blue Water Project Leadership Grant to the Regional District of Okanagan-Similkameen in support of the Okanagan Aquatic Invasive Species Prevention Program in the amount of \$100,000.

Shirley Yip, with RBC, Anna Warwick Sears with OBWB, Lisa Scott with OASSIS, and Barb Leslie and Jim Beck from Conservation Services were present for the presentation of the cheque to the Regional District Board Chair.

C. ADJOURNMENT

By consensus, the Environment and Infrastructure Committee meeting of May 21, 2015 adjourned at 11:39 a.m.

APPROVED:

CERTIFIED CORRECT:

T. Siddon
Environment and Infrastructure Committee Chair

B. Newell
Chief Administrative Officer



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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Planning and Development Committee

Thursday, May 21, 2015

9:00 a.m.

Minutes

MEMBERS PRESENT:

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

Director K. Kozakevich, Electoral Area "E"
Director H. Konanz, City of Penticton
Director A. Martin, City of Penticton
Director C. Rhodes, Alt. Town of Osoyoos
Director M. Pendergraft, Electoral Area "A"
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:

Director S. McKortoff, Town of Osoyoos

STAFF PRESENT:

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

D. Butler, Manager of Development Services
C. Garrish, Planning Supervisor

A. APPROVAL OF AGENDA

It was MOVED and SECONDED

THAT the agenda of the Planning and Development Committee meeting of May 21, 2015 be adopted. - **CARRIED**

B. Closed Session

It was MOVED and SECONDED

THAT in accordance with Section 90.(1)(g)&(i) of the *Community Charter*, the Committee close the meeting to the public on the basis of litigation or potential litigation affecting the Regional District; and, the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED

The meeting was closed to the public at 9:00 a.m.

The meeting was opened to the public at 10:40 a.m.

The meeting recessed at 10:40 a.m.

The meeting reconvened at 11:40 a.m.

Director Sentes was present when the meeting reconvened.

C. Land use amendment for RMU properties at Apex Mountain Resort**RECOMMENDATION 1****It was MOVED and SECONDED**

THAT the Board of Directors resolves to initiate an amendment bylaw to the Electoral Area "D-1" Official Community Plan and the Electoral Area "D-1" Zoning Bylaws to amend Resort Mixed Use (RMU) zone and designations on a number of properties to Residential Medium Density (MR) and a new Residential Multiple Family zoning.

CARRIED

D. ADJOURNMENT

By consensus, the Planning and Development Committee meeting of May 21, 2015 adjourned at 11:43 a.m.

APPROVED:

CERTIFIED CORRECT:

M. Brydon
Planning and Development Committee Chair

B. Newell
Corporate Officer



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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 1:30 pm Thursday, May 21, 2015 in the Boardroom, 101 Martin Street, Penticton, British Columbia.

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 C. Rhodes, Alt. 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:

Director S. McKortoff, Town of Osoyoos

STAFF PRESENT:

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

R. Huston, Manager of Public Works
D. Butler, Manager of Development Services

A. APPROVAL OF AGENDA

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

That the Agenda for the RDOS Board Meeting of May 21, 2015 be amended by adding Item E3 Similkameen Recreation Commission Appointment. - **CARRIED**

1. Consent Agenda – Corporate Issues

- a. Community Services Committee – May 7, 2015
THAT the Minutes of the May 7, 2015 Community Services Committee be received.
- b. Planning and Development Committee – May 7, 2015
THAT the Minutes of the May 7, 2015 Planning and Development Committee be received.

THAT the Board of Directors support amendments to Bylaw No. 2507, 2010, as presented to and amended at the Planning and Development Committee on May 7, 2015.
- c. Protective Services Committee – May 7, 2015

THAT the Minutes of the May 7, 2015 Protective Services Committee be received.

THAT the Board of Directors delegate to the CAO the appointment of an appropriate staff member to attend the June 1, 2015 consultation forum regarding the future of emergency communications across the province involving 9-1-1 and police communication centres.

- d. RDOS Regular Board Meeting – May 7, 2015

THAT the minutes of the May 7, 2015 RDOS Regular Board meeting be adopted.

RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)

It was MOVED and SECONDED

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

2. Consent Agenda – Development Services

- a. Development Variance Permit (DVP) Application – Electoral Area “H” – G. & C. LaPlante, 104 Lockie Road, Tulameen
- i. Permit
 - ii. Responses

To allow for the construction of an addition to the existing single detached dwelling.

THAT the Board of Directors approve Development Variance Permit No. H2014.139–DVP.

RECOMMENDATION 3 (Unweighted Participants Vote – Electoral Areas A-H)

It was MOVED and SECONDED

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

B. DEVELOPMENT SERVICES – Rural Land Use Matters

1. Electoral Area “A” Application Extension Request – S. Cooper, 8902 160th Avenue

To seek a 6 month extension in order to complete outstanding conditions related to the rezoning of the subject property.

RECOMMENDATION 4 (Unweighted Participant Vote – Electoral Areas A-H)

It was MOVED and SECONDED

THAT the Board of Directors resolves to extend the deadline for completion of the conditions contained in Board Resolution No. B327/14A of November 6, 2014, be extended six months (to November 21, 2015). - **CARRIED**

2. Development Procedures Bylaw Amendment**a. Bylaw No. 2500.05**

The purpose of these amendments are to introduce an application requirement that vacation rental TUP proposals be accompanied by a Health and Safety Inspection and that TUP applications be referred to Advisory Planning Commissions (APCs) prior to Board consideration in order to facilitate the convening of Public Information Meetings.

RECOMMENDATION 5 (Unweighted Participant Vote – Electoral Areas A-H)**It was MOVED and SECONDED**

THAT Bylaw No. 2500.05, 2015, Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw be read a first second and third time.

CARRIED

Opposed: Director Brydon

C. DEVELOPMENT SERVICES – Bylaw Enforcement**1. Bylaw Notice Enforcement Bylaw Amendment****a. Bylaw No. 2507.05**

To update each appendix within Schedule A of Bylaw No. 2507

RECOMMENDATION 6 (Unweighted Vote – Simple Majority)**It was MOVED and SECONDED**

THAT Bylaw No. 2507.05, 2015, Bylaw Notice Enforcement Amendment Bylaw, be read a first, second and third time and be adopted. - **CARRIED**

D. COMMUNITY SERVICES – Rural Projects**1. Area H Parkland Donation****a. October 16, 2014 Report to the Board****b. [Updated Map](#)**

To accept the offer of parkland donation.

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

THAT the Board of Directors accept the offer of parkland dedication in Coalmont, pending the results of the proposed environmental audit. - **CARRIED**

E. OFFICE OF THE CAO**1. Freedom of Information and Protection of Privacy Bylaw Amendment**

- a. Bylaw No. 2519.01
- b. Bylaw No. 2519 Marked-up version

To remove definition of “Commercial Applicant”, update position title of the Coordinator, add Fire Departments, remove Schedule A

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

THAT Bylaw No. 2519.01 be read a first, second and third time and be adopted. - **CARRIED**

2. Fees and Charges Bylaw Amendment

- a. Bylaw No. 2680.01
- b. Bylaw No. 2680.01 Marked-up version

To update Naramata Water System Fees, and to include FOI Request fees.

RECOMMENDATION 9 (Unweighted Corporate Vote – 2/3 Majority)**It was MOVED and SECONDED**

THAT Bylaw No. 2680.01 be read a first, second and third time and be adopted. - **CARRIED**

addendum

3. Similkameen Parks and Recreation Commission Appointment**RECOMMENDATION 10 (Unweighted Corporate Vote – Simple Majority)****It was MOVED and SECONDED**

THAT Wendy Stewart be appointed to the Similkameen Parks and Recreation Commission for the term ending December 31, 2015. - **CARRIED**

F. CAO REPORTS

- 1. Verbal Update
-

G. OTHER BUSINESS

- 1. Chair’s Report
-

2. Board Representation

- a. Municipal Finance Authority (MFA)
 - b. Okanagan Basin Water Board (OBWB)
 - c. Okanagan-Kootenay Sterile Insect Release Board (SIR)
 - d. Okanagan Regional Library (ORL)
 - e. Okanagan Film Commission (OFC)
 - f. Southern Interior Beetle Action Coalition (SIBAC)
 - g. Southern Interior Municipal Employers Association (SIMEA)
 - h. Southern Interior Local Government Association (SILGA)
 - i. Starling Control
 - j. UBC Water Chair Advisory Committee
-

3. Directors Motions

- a. Smart Meter Installation in Electoral Area “D” – Director Siddon

Director Siddon presented a petition regarding Smart Meters that he had received, containing 234 names.

Call for a Moratorium on “Smart” Meter Installation in RDOS Electoral Area ‘D’**It was MOVED and SECONDED**

Whereas over 60 municipalities, regional districts and First Nation governments in British Columbia, including the Regional District of Okanagan-Similkameen (2012) have now called for a “moratorium” on the mandatory installation of wireless “smart” utility meters in their communities until an opt-out option is made available;

And given that such wireless electricity meters (the Itron Open Way AM-17) are currently being installed throughout the Okanagan and Similkameen valleys by Corix Utilities on behalf of FortisBC, usually without securing any form of written consent from affected property owners;

And whereas the Itron meters that are presently being installed on privately owned residences are not UL approved or CSA certified, nor will FortisBC provide a letter of certification from a qualified professional engineer giving assurance that such meters do not constitute a risk to health and fire safety, as required by BC Safety Standards Act Section 21(4); raising doubt that such installations are legal, or that liability is accepted by either FortisBC or Corix;

And, given that the Heritage Hills/Lakeshore Highlands Resident’s Association unanimously adopted a motion in December of 2014 requesting the RDOS to pass a Resolution “opposing the installation of Smart Meters in Area ‘D’ of the Regional District”;

And whereas more than 230 residents living in several communities of the South Okanagan and Similkameen have in recent weeks signed a petition calling upon the

RDOS to decline approval for any installation of smart meters (which may violate building code requirements), until safety and human health risks have been clearly disproven by published scientific fact;

And recognizing that on May 7, 2015 the Canadian Medical Association Journal published a scathing condemnation of Health Canada's Safety Code 6 guidelines for non-ionizing radiation from wireless devices, including smart meters, warning that the microwave levels allowed in Canadian classrooms, residences and workplaces constitute a "disaster to public health";

And further noting that just last week, over 200 distinguished scientists and cancer specialists from 39 nations submitted an open Appeal to the United Nations, its Member states, and the World Health Organization, calling upon the WHO to consider reclassifying electromagnetic fields from wireless devices to Group 2A agents, as "probable carcinogens"; these experts call upon the WHO to take urgent measures to strengthen the International regulation of non-ionizing radiation, "to protect our children, ourselves and our ecosystems";

And finally, whereas the British Columbia Public Health Act gives ultimate responsibility for Health Protection to the Minister of Health and to BC's Chief Medical Health Officer, and under Sec. 83 (1), the Act requires that any local government must take action upon being made aware of any health hazard or health impediment within its jurisdiction, by reporting the health hazard to a Provincial Health Officer, and by taking actions or enforcing any Regulations as prescribed by Sec. 120(1) of the Public Health Act.

Therefore, by virtue of the aforestated facts, it is hereby resolved that the Regional District of Okanagan Similkameen does petition the Premier of British Columbia (the Hon. Christy Clark), the Minister of Health (the Hon. Terry Lake), and the Chief Medical Health Officer for BC (Dr. Perry Kendall) to acknowledge the real and rapidly increasing dangers of wireless radiation in all forms; and that the current exposure guidelines adhered to by the Province, namely Health Canada's Safety Code 6, are outdated and inappropriate, and do not adequately protect citizens of RDOS, or indeed all British Columbians, from serious chronic health effects resulting from long-term exposure to increasingly hazardous levels of wireless electromagnetic radiation.

And be it further resolved that in the interest of public safety, the Government of BC, through the BC Utilities Commission, be requested to order an immediate halt to mandatory installation of advanced (wireless) utility meters on all private residences within the jurisdiction of RDOS; and further, that all such meters recently installed within Electoral Area "D" of the Regional District be removed immediately, at full cost to FortisBC. - **CARRIED**

Opposed: Directors Bauer, Konanz, Jakubeit, Brydon, Rhodes

4. Board Members Verbal Update

H. ADJOURNMENT

By consensus, the meeting adjourned at 2:50 p.m.

APPROVED:

CERTIFIED CORRECT:

M. Pendergraft
RDOS Board Chair

B. Newell
Corporate Officer

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

TYPE: Official Community Plan and Zoning Bylaw Amendment — Electoral Area “C”

Administrative Recommendation:

THAT Bylaw No. 2452.14, 2015, Electoral Area “C” Official Community Plan Amendment Bylaw and Bylaw No. 2453.24, 2015, Electoral Area “C” 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 June 4, 2015, to be appropriate consultation for the purpose of Section 879 of the *Local Government Act*;

AND THAT, in accordance with Section 882 of the *Local Government Act*, the Board has considered Amendment Bylaw No. 2452.14, 2015, in conjunction with its Financial and applicable Waste Management Plans;

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

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

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

Purpose: To adjust the zone boundary between the CT4 and RSM1 zoned parts of the property and to introduce cabins as a permitted form of campground use.

Owners: Larry Bray Agent: Parkbridge Lifestyle Communities Inc. Folios: C-01149.000

Legal: Lot 3, Plan KAP3579, DL 28S, SDYD Civic: 8487 Highway 97

Zoning: part Tourist Commercial Four (CT4) and part Residential Manufactured Home Park (RSM1)

Proposed Zoning: part Tourist Commercial Four Site Specific (CT4s); and
part Residential Manufactured Home Park (RSM1)

Proposal:

This proposal is seeking to amend the zoning on part of the subject property in order to formalise the use of cabins as part of an existing campground operation and to adjust the zoning boundaries in order that they correspond to the boundaries of the campground use and adjacent manufactured home park use.

Specifically, it is being proposed to amend the land use designation under the Official Community Plan (OCP) Bylaw for an approximately 0.67 ha area from Commercial (C) to Low Density Residential (LR);

and to rezone this same area under the Zoning Bylaw from Tourist Commercial Four (Campground) (CT4) to Residential Manufactured Home Park (RSM1).

It is further proposed to amend the land use designation under the OCP Bylaw for an approximately 0.15 ha area from Low Density Residential (LR) to Commercial (C); and to rezone this same area under the Zoning Bylaw from RSM1 to Tourist Commercial Four (Campground) Site Specific (CT4s), and to also apply the site specific zoning to the remainder of the property currently zoned CT4.

The purpose of the site specific amendment is to introduce an amended definition of “campground” which will include a reference to “tourist cabins” being a permitted form of accommodation.

The applicant has stated that “Gallagher Lake Resort and Parkbridge Lifestyle Communities are planning, with approval, to build three camping cabins on existing and operating campsites. These cabins are 12’ x 12’, with a 12’ x 4’ deck. The cabins are not on foundations, rather on skids. They have power, and no sewerage services. Water is supplied to the site, though not serviced to the cabin.”

Site Context:

The subject property is situated on the east side of Highway 97 and is comprised of two parts (one of which adjoins Gallagher Lake), which are “hooked” across Gallagher Lake Road and represent a combined land area of approximately 12 ha.

The property currently comprises a manufactured home park (i.e. “Country Pines Retirement Park”) over a majority of the northern part of the parcel, and a “campground” (i.e. “Gallagher Lake Resort”) over the remainder of the parcel (including the whole of that part which adjoins Gallagher Lake).

The surrounding pattern of development is a mix of residential, agricultural, commercial and industrial uses, as well as provincial park and first nations band lands.

Background:

The subject property was originally created by subdivision in 1947, and further subdivided in 1969 when Gallagher Lake Road was created.

The establishment of the campground and manufactured home park predate the introduction of zoning in 1973, however, the extent of the manufactured home park has expanded over the years while the area zoned for commercial tourist purposes has correspondingly been reduced.

Under the Electoral Area “C” Zoning Bylaw No. 2453, 2008, the definition of “campground”, which is the only principal permitted use listed in the CT4 Zone, is not seen to provide for the use of cabins.

Under the Electoral Area “C” Official Community Plan (OCP) Bylaw No. 2452, 2008, the property is subject to an Environmentally Sensitive Development Permit (ESDP) Area and Watercourse Development Permit (WDP) Area designation.

In response to the ESDP designation, the applicant has submitted an assessment from a qualified environmental professional (QEP) which has determined that the proposed building site for the cabins is “absent of important habitat”, and therefore qualifies for an exemption under Section 17.2.7.7 of the ESDP Guidelines.

The applicant has also submitted a separate Campsite Permit application in accordance with the requirement of the Regional District's Campsite Bylaw No. 713, 1982. Subject to approval of this rezoning proposal, this Campsite Permit application will be addressed administratively.

Referrals:

Approval from the Ministry of Transportation and Infrastructure (MoTI) is required as the proposal is situated within 800 metres of a controlled area (i.e. Highway 97).

Pursuant to Section 881 of the *Local Government Act*, the Regional District must consult with the relevant School District when proposing to amend an OCP for an area that includes the whole or any part of that School District. In this instance, School District No. 53 has been made aware of the proposed amendment bylaw.

Pursuant to Section 882 of the *Local Government Act*, after first reading the Regional Board must consider the proposed OCP amendment in conjunction with Regional District's current financial and waste management plans. The proposed OCP amendment has been reviewed by the Public Works Department and Finance Department, and it has been determined that the proposed bylaw is consistent with RDOS's current waste management plan and financial plan.

Alternative:

THAT Bylaw No. 2452.14, 2015, Electoral Area "C" Official Community Plan Amendment Bylaw and Bylaw No. 2453.24, 2015, Electoral Area "C" Zoning Amendment Bylaw be denied.

Public Process:

At its meeting of May 19, 2015, the Electoral Area "C" Advisory Planning Commission (APC) failed to achieve a quorum.

Administration recommends that consideration by the APC as well as formal referral to the agencies listed at Attachment No. 1 should be considered appropriate consultation for the purpose of Section 879 of the *Local Government Act*, as the change in OCP designations involves an area less than 20 ha and the creation of less than 30 new parcels. As such, this process is seen to be sufficiently early and does not need to be further ongoing.

Comments have been received from the Interior Health Authority (IHA) and Fortis and these are included as a separate item on the Board Agenda.

Analysis:

In considering this proposal, Administration believes that the Regional District's zoning bylaws do not properly take account of small, un-serviced cabins as an increasingly common feature in campground operations and generally supports the introduction of these into the definition of "campgrounds".

To ensure, however, the campgrounds remain predominantly geared towards the accommodation of the *travelling* public in tents and recreational vehicles, Administration favours restricting the development of cabins to no more than 20% of all campsites within a campground, and to limit the floor area, height and services provided to these structures in order to discourage their potential use for year-round residential purposes (i.e. single storey structures with a floor area not exceeding 25 m²).

Similarly, Administration is also supportive of the proposed adjustment to the zoning boundaries found on the subject property in order to better reflect the extent of the campground and manufactured home park uses.

The Board is asked to be aware that Administration considers there to be a broader merit to this proposal and that consideration should be given to extending this to the whole of Electoral Area "C" as well as other Electoral Areas as part of the Zoning Bylaw Update project. In addition, and to avoid potential inconsistencies between bylaws, Administrations considers that the Regional District's Campsite Bylaw should be reviewed and updated in order to address cabin uses within a campground operation.

Respectfully submitted:



C. Garrish, Planning Supervisor

Endorsed by:



D. Butler, Development Services Manager

Attachments: No. 1 – Agency Referral List

No. 2 – Applicant's Site Plan

Attachment No. 1 – Agency Referral List

Referrals to be sent to the following agencies as highlighted with a ☒, prior to the Board considering first reading of Amendment Bylaw No. 2452.14, 2015, and No. 2453.24, 2015.

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

**PROPOSED SITE PLAN
SHOWING NEW CABINS**
GALLAGHER LAKE RESORT
OLIVER, B.C.

NOTE:
THERE ARE THREE WASHROOM BUILDINGS ON-SITE,
COMPRISING A TOTAL OF:
MENS: 5 STALLS, 2 URINALS, 7 SINKS & 5 SHOWERS
WOMENS: 6 TOILETS, 8 SINKS & 5 SHOWERS
LAUNDRY FACILITY IS LOCATED IN THE STORE BUILDING
AND CONSISTS OF: 6 WASHERS & 4 DRYERS

EXISTING WASHROOM BUILDING
LIQUID KITCHEN WASTE AND DISHWASHING FACILITY

RELOCATE EXISTING VOLLEYBALL COURT

EXISTING PLAYGROUND

NEW CABIN
SITE 122 AREA = 109 m²
SITE 123 AREA = 105 m²
SITE 124 AREA = 112 m²

EXIST MECH BLDG

COMMON DREWEAY

FENCE

40.66' [12.4] TO GARBAGE/RECYCLING AREA

2735' [224] TO FIRE HYDRANT LOCATED NEAR PARK

4.175' [114.3] TO FIRE HYDRANT LOCATED NEAR STORE

SCALE: 1"=20'

DATE: FEB 5/10

PROJECT No: 141463

PAGE No:

SHEET No: 1 OF 2

REVISION

DESIGN BY: MWM

DRAWN BY:

CHECKED BY:

DATE:

PROJECT No:

PAGE No:

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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2452.14, 2015

**A Bylaw to amend the Electoral Area “C”
Official Community Plan Bylaw No. 2452, 2008**

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

1. This Bylaw may be cited for all purposes as the “Electoral Area “C” Oliver Rural Official Community Plan Amendment Bylaw No. 2452.14, 2015.”
2. The Official Community Plan Bylaw Map, being Schedule ‘B’ of the Electoral Area “C” Official Community Plan Bylaw No. 2452, 2008, is amended by changing the land use designation on part of the land described as Lot 3, Plan KAP3579, District Lot 28S, SDYD, and shown shaded red on Schedule ‘X-2’, which forms part of this Bylaw, from Low Density Residential (LR) to Commercial (C).
3. The Official Community Plan Bylaw Map, being Schedule ‘B’ of the Electoral Area “C” Official Community Plan Bylaw No. 2452, 2008, is amended by changing the land use designation on part of the land described as Lot 3, Plan KAP3579, District Lot 28S, SDYD, and shown hatched blue on Schedule ‘X-2’, which forms part of this Bylaw, from Commercial (C) to Low Density Residential (LR).

READ A FIRST AND SECOND TIME this __ day of ____, 2015.

PUBLIC HEARING held on this __ day of ____, 2015.

READ A THIRD TIME this __ day of ____, 2015.

ADOPTED this __ day of ____, 2015.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

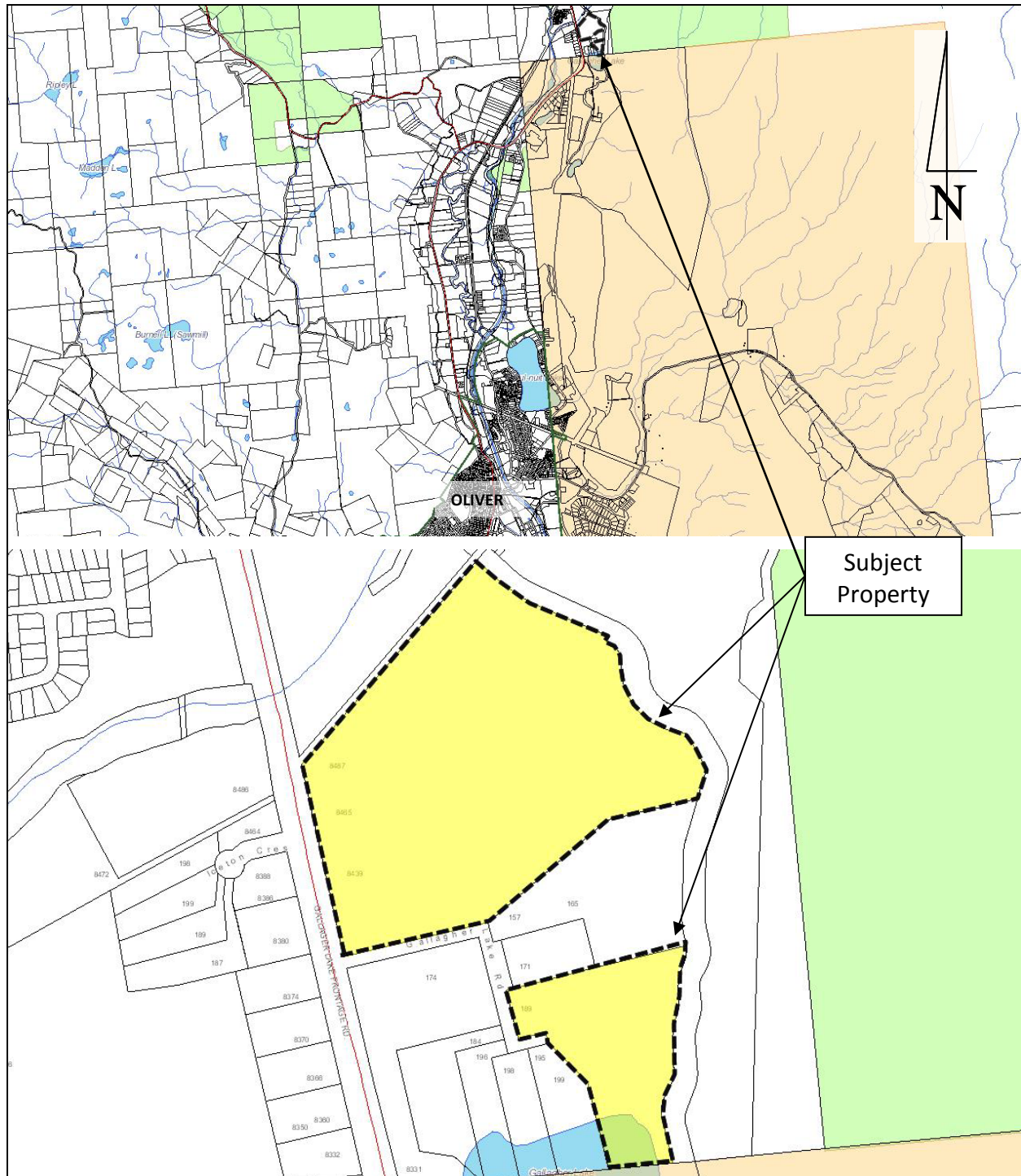
101 Martin St, Penticton, BC V2A 5J9
Tel: (250) 492-0237 Fax (250) 492-0063



Amendment Bylaw No. 2452.14, 2015

Project No: C2015-018-ZONE

Schedule 'X-1'



Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC V2A 5J9

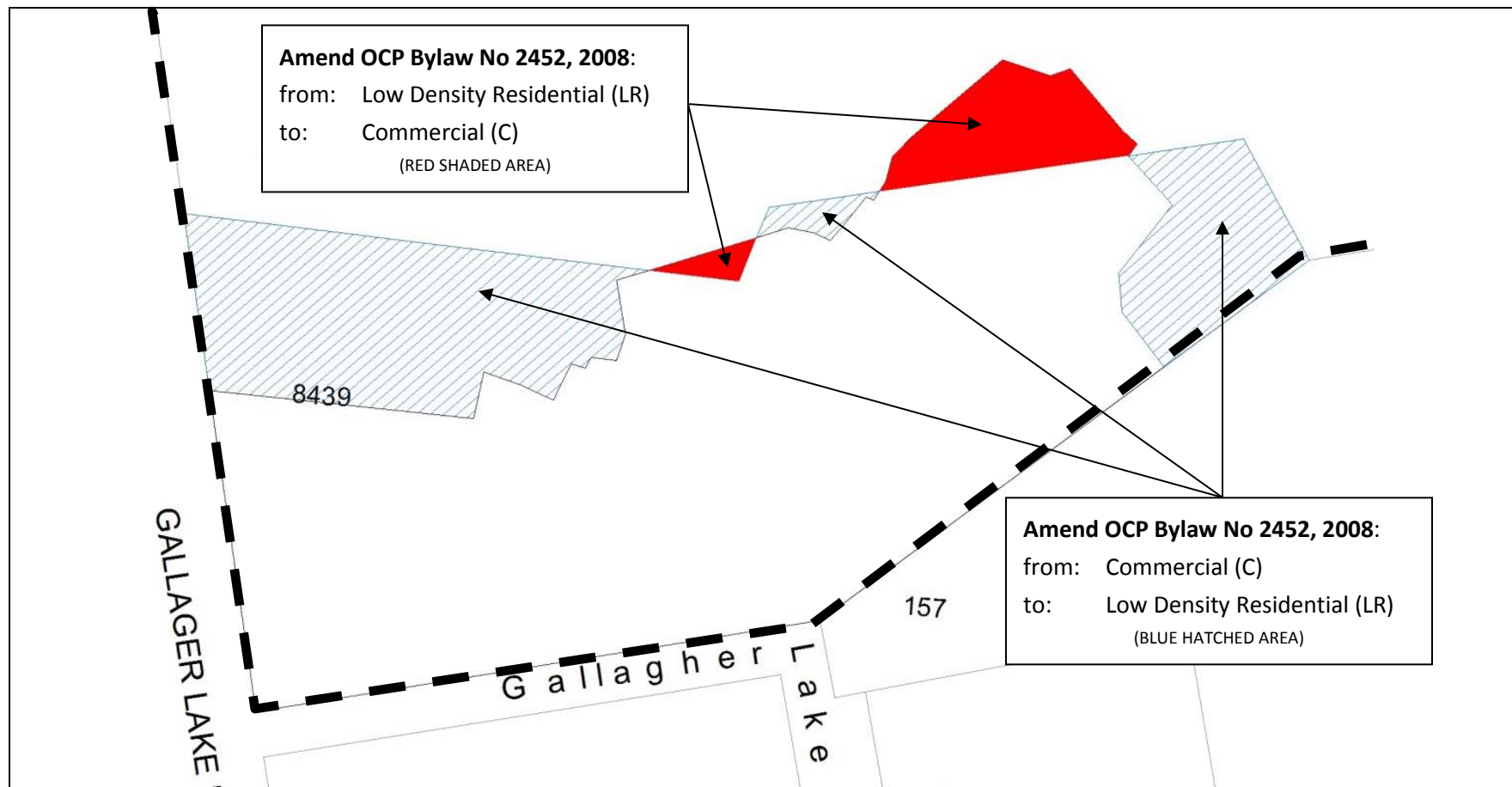
Tel: (250) 492-0237 Fax (250) 492-0063



Amendment Bylaw No. 2452.14, 2015

File No.: C2015.018-ZONE

Schedule 'X-2'



Amendment Bylaw No. 2452.14, 2015
(C2015.018-ZONE)

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2453.24, 2015

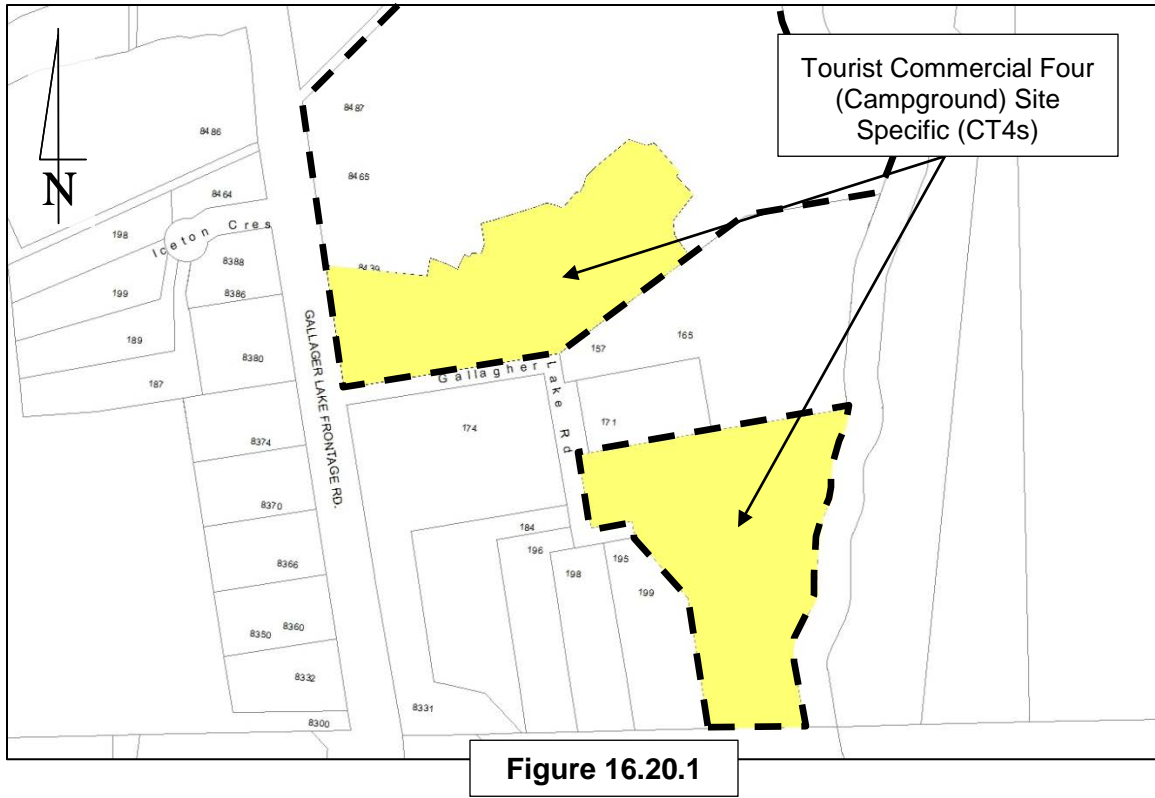
A Bylaw to amend the Electoral Area “C” Zoning Bylaw No. 2453, 2008

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

1. This Bylaw may be cited for all purposes as the “Electoral Area “C” Oliver Rural Zoning Amendment Bylaw No. 2453.24, 2015.”
2. The Official Zoning Map, being Schedule ‘2’ of the Electoral Area “C” Zoning Bylaw No. 2453, 2008, is amended by changing the land use designation on part of the land described as Lot 3, Plan KAP3579, District Lot 28S, SDYD, and shown hatched blue on Schedule ‘Y-2’, which forms part of this Bylaw, from Tourist Commercial Four (Campground) (CT4) to Residential Manufactured Home Park (RSM1).
3. The Official Zoning Map, being Schedule ‘2’ of the Electoral Area “C” Zoning Bylaw No. 2453, 2008, is amended by changing the land use designation on part of the land described as Lot 3, Plan KAP3579, District Lot 28S, SDYD, and shown shaded red on Schedule ‘Y-2’, which forms part of this Bylaw, from Residential Manufactured Home Park (RSM1) to Tourist Commercial Four (Campground) Site Specific (CT4s).
4. The Official Zoning Map, being Schedule ‘2’ of the Electoral Area “C” Zoning Bylaw No. 2453, 2008, is amended by changing the land use designation on part of the land described as Lot 3, Plan KAP3579, District Lot 28S, SDYD, and shown hatched green on Schedule ‘Y-2’, which forms part of this Bylaw, from Tourist Commercial

Four (Campground) (CT4) to Tourist Commercial Four (Campground) Site Specific (CT4s).

5. The Electoral Area “C” Zoning Bylaw No. 2453, 2008, is amended by amending subsection 16.20.1 under “Site Specific Tourist Commercial Four (Campground) (CT4s) Provisions”, to read as follows:
 - .1 In the case of part of the land described as Lot 3, Plan KAP3579, District Lot 28S, SDYD, and shown shaded yellow on Figure 16.20.1:
 - i) The following principal use and no other shall be permitted on the land:
 - a) “campground”, which is defined as meaning a parcel of land occupied and maintained for temporary accommodation (maximum 30 days) of the traveling public in tents, tourist cabins or recreation vehicles which are licensed for the current year and have been brought to the site by the traveler. Tourist cabins are to contain a maximum of one sleeping unit and are not to be provided with plumbing. May include an office as part of the permitted use but does not include hotels, manufactured homes, manufactured home parks, motels or park model trailers.
 - ii) Not more than 20% of all campsites within a campground shall be used for the placement of tourist cabins.
 - iii) Tourist cabins may not exceed 5.0 metres in height and may not have a gross floor area exceeding 25.0 m² including additions such as covered patios and covered or uncovered decks.



READ A FIRST AND SECOND TIME this __ day of ____, 2015.

PUBLIC HEARING held on this __ day of ____, 2015.

READ A THIRD TIME this __ day of ____, 2015.

I hereby certify the foregoing to be a true and correct copy of the “Electoral Area “C” Zoning Amendment Bylaw No. 2453.24, 2015” as read a Third time by the Regional Board on this __ day of ____, 2015.

Dated at Penticton, BC this __ day of ____, 2015.

Corporate Officer

Approved pursuant to Section 52(3) of the *Transportation Act* this __ day of ____, 2015.

For the Minister of Transportation & Infrastructure

ADOPTED this __ day of ____, 2015.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

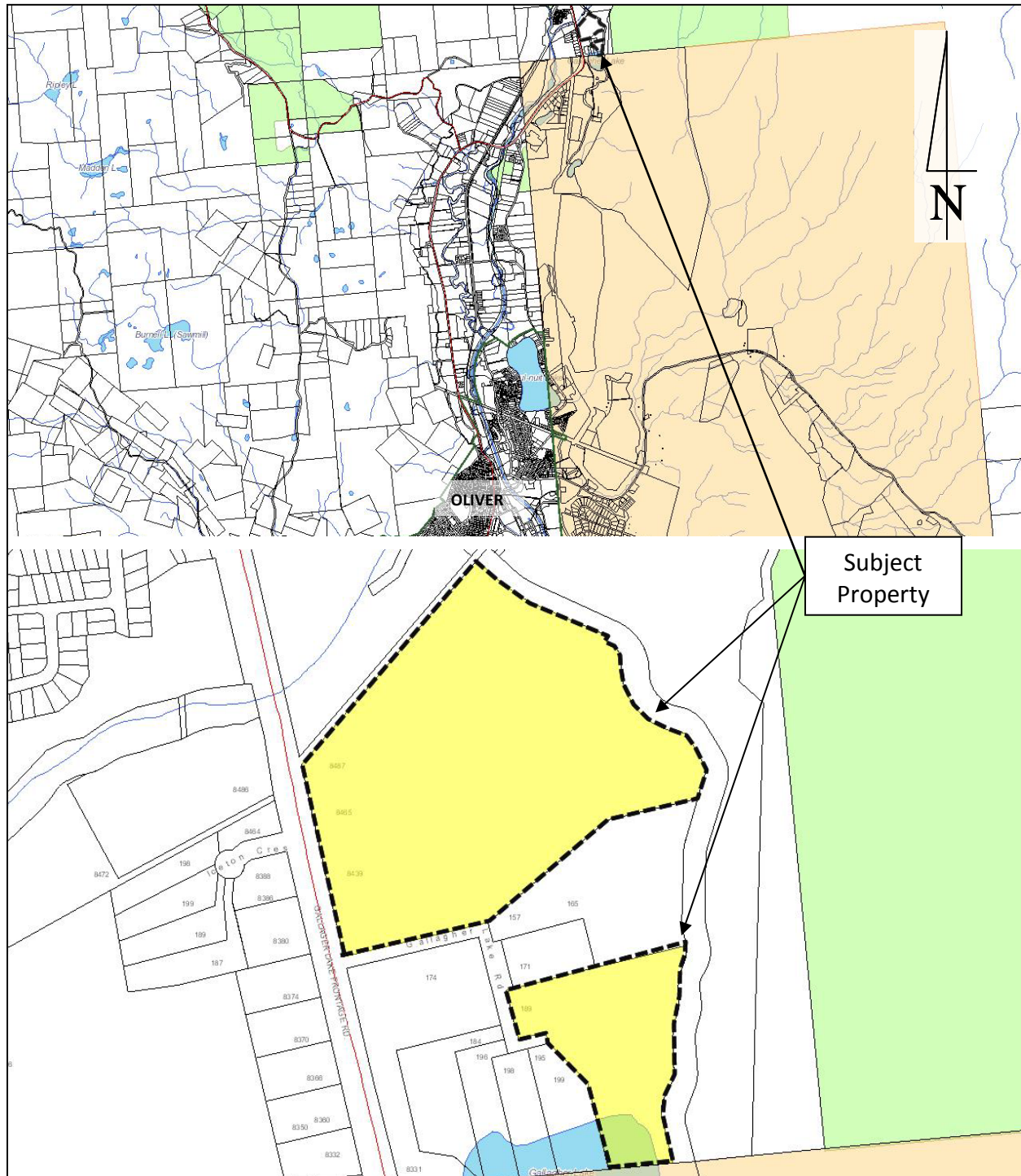
101 Martin St, Penticton, BC V2A 5J9
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Amendment Bylaw No. 2453.24, 2015

Project No: C2015-018-ZONE

Schedule 'Y-1'



Regional District of Okanagan-Similkameen

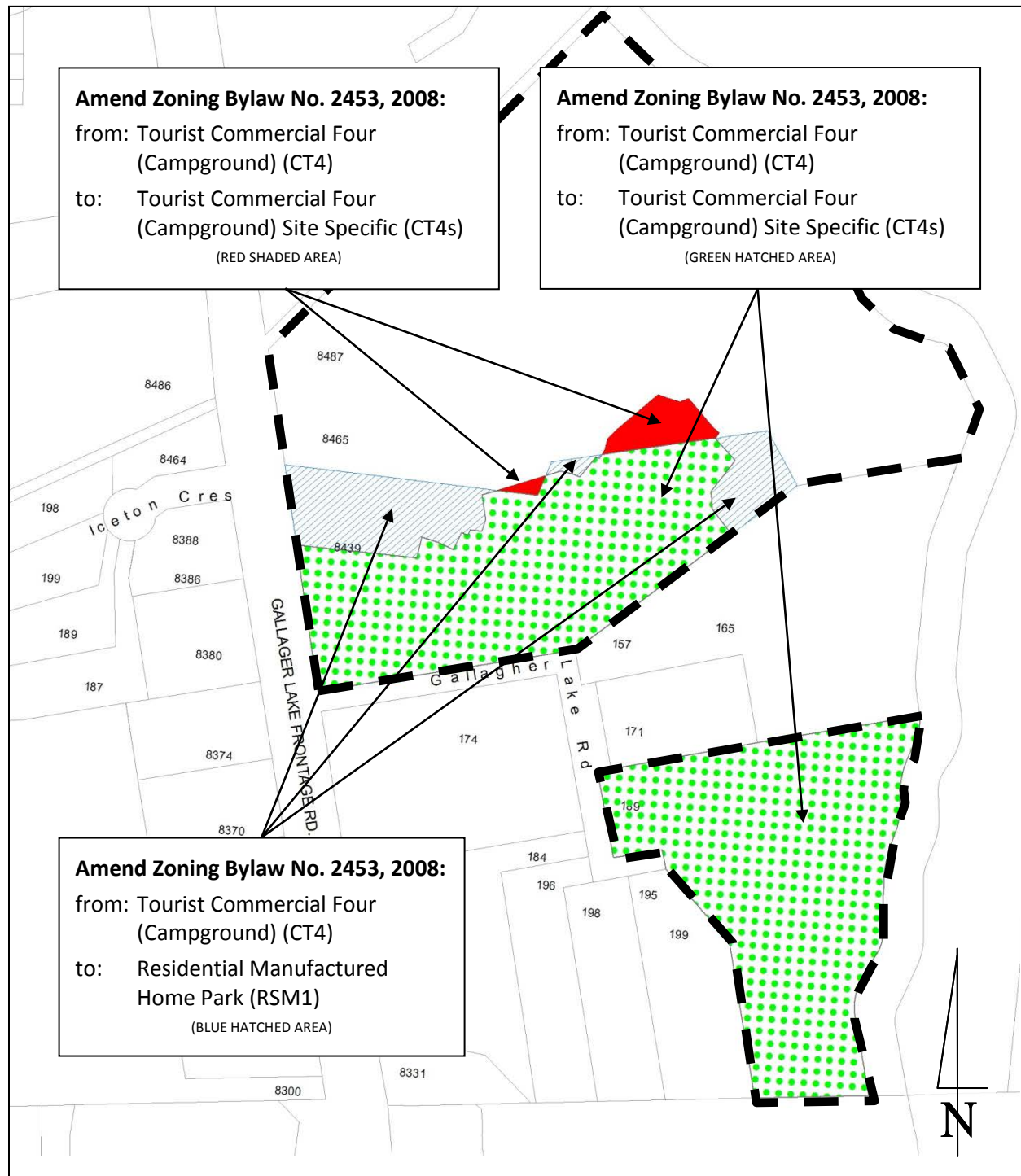
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Amendment Bylaw No. 2453.24, 2015

Project No: C2015-018-ZONE

Schedule 'Y-2'



Lauri Feindell

Subject: FW: Bylaw Referral - cabin use in a campground / zone boundary change (C2015.022-ZONE)

From: Collins, Martin J ALC:EX [<mailto:Martin.Collins@gov.bc.ca>]

Sent: April-27-15 11:02 AM

To: Lauri Feindell

Subject: RE: Bylaw Referral - cabin use in a campground / zone boundary change (C2015.022-ZONE)

No comments or objections – no ALR involved.

Martin Collins
Regional Planner
Agricultural Land Commission
#133 4940 Canada Way
Burnaby, BC, V5G 4K6
martin.collins@gov.bc.ca
604-660-7021



Lauri Feindell

From: Danielson, Steven <Steven.Danielson@fortisbc.com>
Sent: May-14-15 3:27 PM
To: Christopher Garrish; Planning
Cc: Mirsky, Nicholas
Subject: Highway 97, 8487 RDOS (C2015.022-Zone, C2015.018-Zone)

With respect to the above noted file,

There are primary distribution facilities within the boundary of the subject property. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.

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

Best Regards,

*Steven Danielson,
Contract Land Agent for:*

**Nicholas Mirsky, B.Comm., AACI, P.App.
Land Agent | Lands & Planning | FortisBC Inc.**

2850 Benvoulin Rd
Kelowna, BC V1W 2E3
Office: 250.469.8033
Mobile: 250.718.9398
Fax: 1.866.636.6171
nicholas.mirsky@fortisbc.com



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Lauri Feindell

Subject: FW: Bylaw Referral - cabin use in a campground / zone boundary change (C2015.022-ZONE)

From: Sandy Croteau

Sent: May-21-15 4:29 PM

To: Lauri Feindell

Subject: RE: Bylaw Referral - cabin use in a campground / zone boundary change (C2015.022-ZONE)

No concern

Sandy Croteau
250-490-4230



Lauri Feindell

Subject: FW: Bylaw Referral - cabin use in a campground / zone boundary change (C2015.022-ZONE)

From: Cameron Baughen
Sent: May-21-15 4:25 PM
To: Lauri Feindell; Sandy Croteau
Subject: RE: Bylaw Referral - cabin use in a campground / zone boundary change (C2015.022-ZONE)

Hi Lauri. This residential development has no connection with the Solid Waste Management Plan.

There may be an applicable Liquid Waste Management Plan for this area. Check with Darcy if you have any concerns.



Cameron Baughen • Solid Waste Management Coordinator
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, BC V2A 5J9
p. 250.490.4203 • tf. 1.877.610.3737 • f. 250.492.0063
www.rdos.bc.ca • cbaughen@rdos.bc.ca

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ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Land Use Contract Termination / OCP & Zoning Bylaw Amendment — Electoral Area “E”

Administrative Recommendation:

THAT Bylaw No. 2458.08, 2015, Electoral Area “E” Official Community Plan Amendment Bylaw and Bylaw No. 2459.15, 2015, Electoral Area “E” Zoning Amendment Bylaw be read a third time and adopted.

Purpose:

These amendment bylaws propose to terminate Land Use Contract No. LU-2-E (being Bylaw No. 407) from the the property at 2800 Aikens Loop (being Lot A, Plan KAP27210, District Lot 209, SDYD) and to designate and zone the property under the Electoral Area “E” OCP and Zoning Bylaws.

Site Context:

The subject property is approximately 2.04 ha in area and is situated on the east side of Aikens Loop approximately 2.5 kilometres (km) south of the Naramata Townsite. The property is seen to be comprised of a single detached dwelling and packing and sorting facility with the remained of the land base under agricultural production. The surrounding pattern of development is generally characterised by agricultural properties (in the Agricultural Land Reserve).

Background:

At its meeting of April 13, 2015, the Electoral Area “E” Advisory Planning Commission (APC) resolved to recommend to the RDOS Board that the subject development application be approved.

At its meeting of May 7, 2015, the Regional District Board approved first and second reading of Amendment Bylaw Nos. 2458.08 & 2459.16, 2015, and delegated the holding of a Public Hearing.

A Public Hearing was held on May 21, 2015, where no members of the public attended.

All comments received through the public process are compiled and included as a separate item on the Board Agenda.

Alternative:

THAT the Board of Directors rescind first and second reading of Bylaw No. 2458.08, 2015, Electoral Area “E” Official Community Plan Amendment Bylaw and Bylaw No. 2459.15, 2015, Electoral Area “E” Zoning Amendment Bylaw, and abandon the bylaws.

Analysis:

Administration considers that the principal challenge associated with the termination of a Land Use Contract is going to be the transition of a parcel into the zoning bylaw, given its use under the provisions of the LUC may be completely incongruous with available zonings.

In resolving this, two options are seen to be available to the Board and these include:

- recreating the provisions of the LUC in the form of a new zone; or
- applying an existing zone, which *may* result in the use of the land becoming lawfully non-conforming use under section 911 of the *Local Government Act*.

In this instance, Administration believes this question to be moot due to the reliance of LU-2-E on “the Electoral Area “E” Zoning Bylaw Number 122 of the Regional District, as amended from time to time [emphasis added]” when determining such things as the range of permitted uses, density and development controls (i.e. setbacks, building height, parcel coverage, etc.) that are to apply to the subject property.

Importantly, LU-2-E applied the Agricultural-Residential (A-R) Zone under to the subject property while also making special provision for “the processing, packing, storage and sale of agricultural produce, and the necessary buildings therefore, are permitted.”

The current iteration of the A-R Zone is the Agricultural One (AG1) Zone which was updated in 2006 to allow for the “processing, packing and storage of farm and off-farm products, including sales”.

Consequently, Administration considers LU-2-E to be redundant as it no longer bestows any special privileges upon the subject property not otherwise permitted by the AG1 Zone.

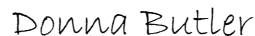
In place of LU-2-E, it is proposed to formally introduce the AG1 Zone as well as an OCP designation of Agriculture (AG). Of note, the property will not be subject to any Development Permit Area designations (i.e. watercourse or environmentally sensitive).

Respectfully submitted:



C. Garrish, Planning Supervisor

Endorsed by:



D. Butler, Development Services Manager

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2458.08, 2015

**A Bylaw to amend the Electoral Area “E”
Naramata Area Official Community Plan Bylaw No. 2458, 2008**

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

1. This Bylaw may be cited for all purposes as the “Electoral Area “E” Naramata Area Official Community Plan Amendment Bylaw No. 2458.08 2015.”
2. The Official Community Plan Bylaw Map, being Schedule ‘B’ of the Electoral Area “E” Official Community Plan No. 2458, 2008, is amended by introducing a land use designation for the land described as Lot A, Plan KAP27210, District Lot 209, SDYD, and shown shaded yellow on the attached Schedule ‘X-1’ (which forms part of this Bylaw) of Agriculture (AG).

READ A FIRST AND SECOND TIME this 7th day of May, 2015.

PUBLIC HEARING held this 21st day of May, 2015.

READ A THIRD TIME this __ day of ____, 2015.

ADOPTED this __ day of ____, 2015.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC V2A 5J9

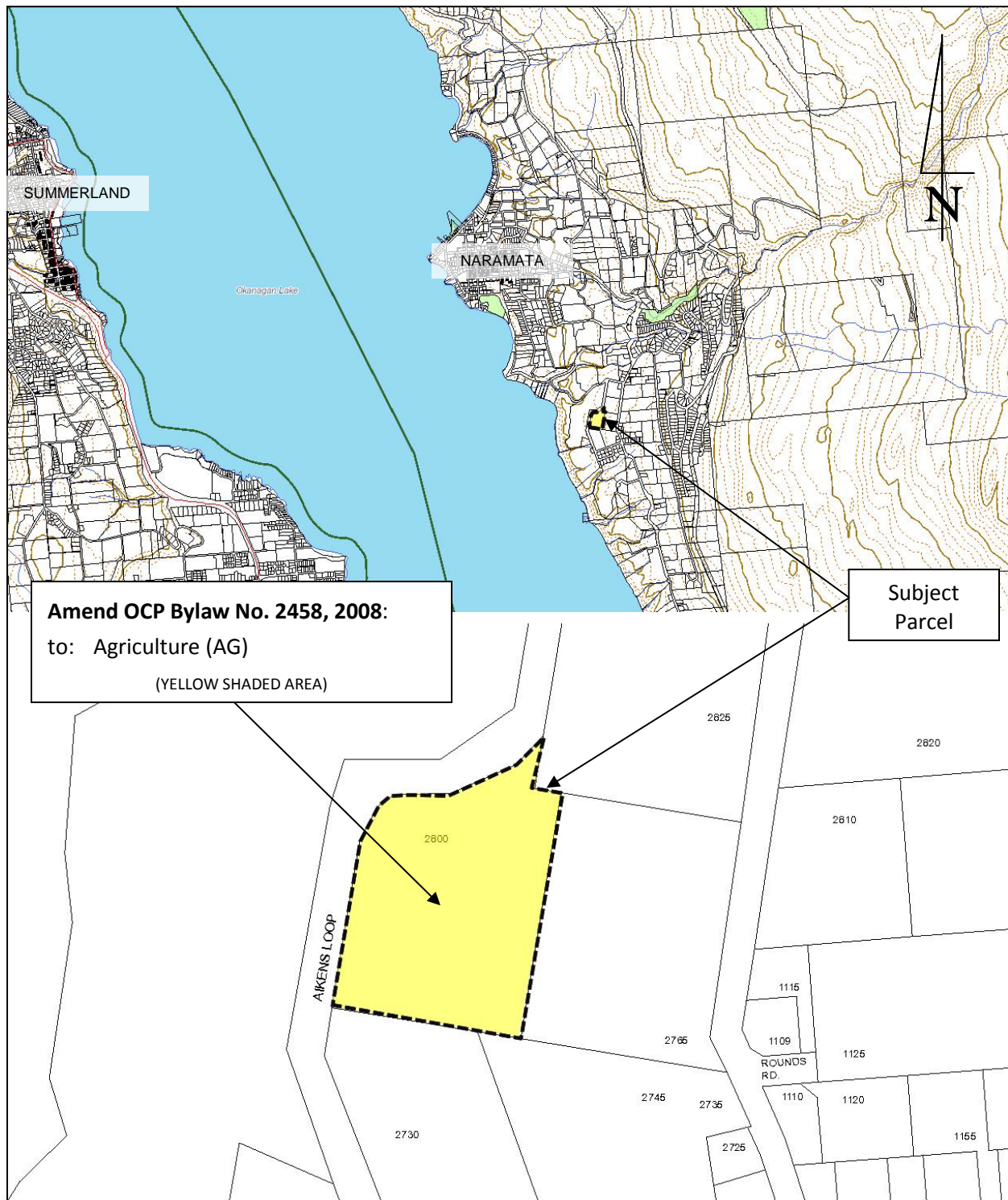
Tel: (250) 492-0237 Fax (250) 492-0063



Amendment Bylaw No. 2458.08, 2015

File No. E2014.143-ZONE

Schedule 'X-1'



Amend OCP Bylaw No. 2458, 2008:

to: Agriculture (AG)

(YELLOW SHADED AREA)

**Subject
Parcel**

Amendment Bylaw No. 2458.08, 2015
(E2014.143-ZONE)

Page 2 of 2

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2459.15, 2015

**A Bylaw to terminate Land Use Contract No. LU 2 E and to amend the Electoral Area
“E” Zoning Bylaw No. 2459, 2008**

WHEREAS pursuant to s. 914.2 of the *Local Government Act*, a local government may, by bylaw, terminate a land use contract that applies to land within the jurisdiction of the local government;

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

1. This Bylaw may be cited for all purposes as the “Electoral Area “E” Zoning Amendment Bylaw No. 2459.15, 2015.”
2. The Land Use Contract No. LU 2 E, registered in the Kamloops Land Title Office under charge number N64921 against title to the land described as Lot A, Plan KAP27210, District Lot 209, SDYD, and shown shaded yellow on the attached Schedule ‘Y-1’ (which forms part of this Bylaw), is terminated.
3. The land described as Lot A, Plan KAP27210, District Lot 209, SDYD, and shown shaded yellow on the attached Schedule ‘Y-1’ (which forms part of this Bylaw) is zoned Agriculture One (AG1) in Regional District Okanagan-Similkameen, Electoral Area “E” Zoning Bylaw No. 2459, 2008 and the Zoning Map, being Schedule ‘2’ of the Electoral Area “E” Zoning Bylaw No. 2459, 2008, is amended accordingly.
4. This Bylaw shall come into force on the day that is one year and one day after the date this Bylaw is adopted.

READ A FIRST AND SECOND TIME this 7th day of May, 2015.

PUBLIC HEARING held on this 21st day of May, 2015.

READ A THIRD TIME this __ day of ____, 2015.

ADOPTED this __ day of ____, 2015.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC V2A 5J9

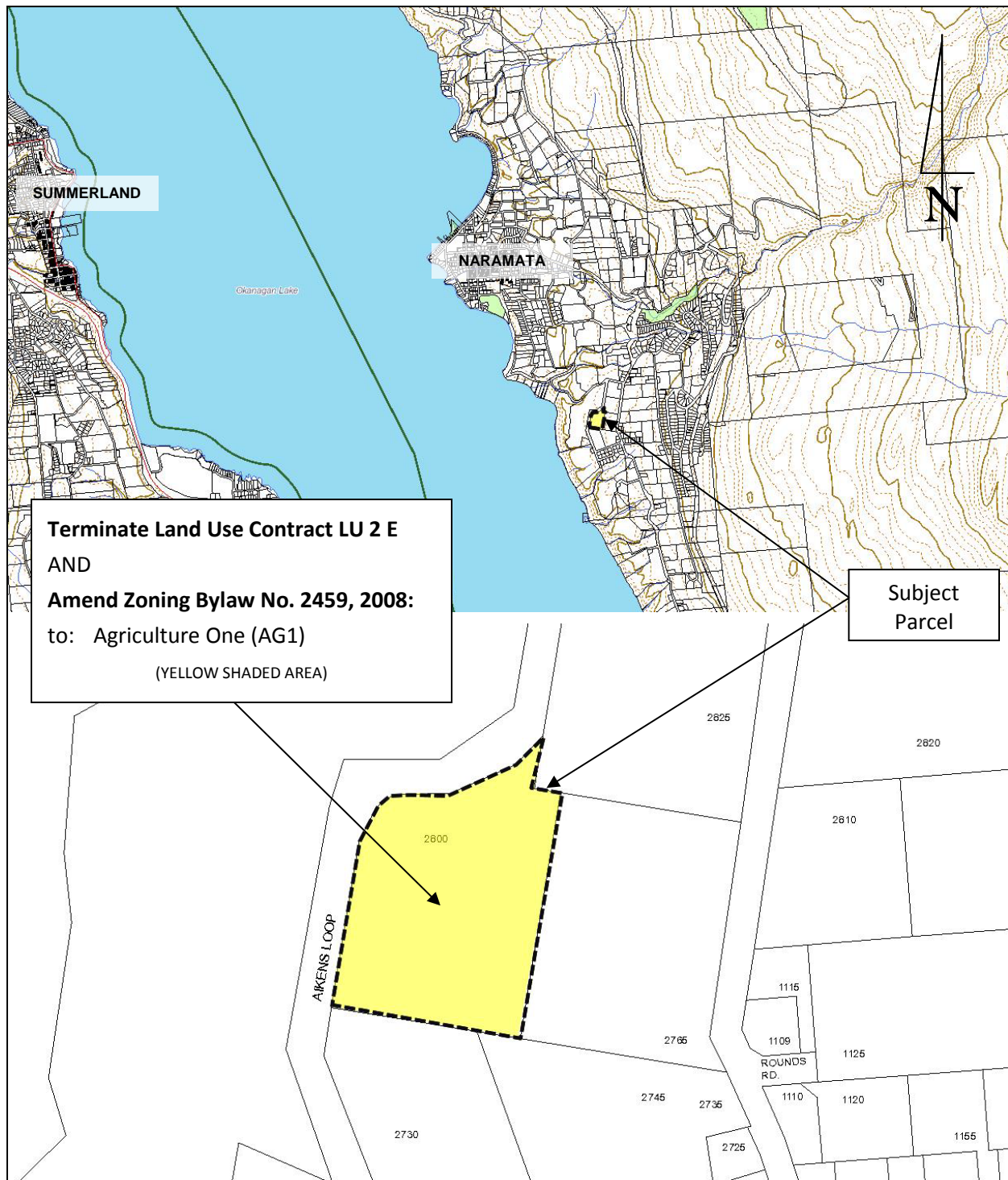
Tel: (250) 492-0237 Fax (250) 492-0063



Amendment Bylaw No. 2459.15, 2015

File No. E2014.143-ZONE

Schedule 'Y-1'



Amendment Bylaw No. 2459.15, 2015
(E2014.143-ZONE)

Page 3 of 3

PUBLIC HEARING REPORT



TO: Board of Directors

FROM: Chair Karla Kozakevich, Electoral Area “E”

DATE: May 21, 2015

RE: Public Hearing Report on Amendment Bylaw Nos. 2458.08 & 2459.15

Purpose of Amendment Bylaw:

The purpose of the amendment bylaw is to terminate Land Use Contract No. LU-2-E registered against title to the subject property in accordance with Section 914.2 of the *Local Government Act* and to amend the Naramata Area Official Community Plan Bylaw No. 2458, 2008, and the Regional District Okanagan-Similkameen Electoral Area “E” Zoning Bylaw No. 2459, 2008, to designate the subject property Agriculture (AG) and to zone the subject property Agriculture One (AG1).

Public Hearing Overview:

The Public Hearing for Amendment Bylaw Nos. 2458.08 & 2459.15, 2015

- convened on Thursday, May 21, 2015, at 7:00 pm, at the Naramata Church, located at 3740 3rd Street, Naramata, BC;

There were no (0) members of the public present.

Members of the Regional District Board present were:

- Chair Karla Kozakevich

Members of the Regional District staff present were:

- Christopher Garrish, Planning Supervisor
- Gillian Cramm, Recording Secretary

Chair Kozakevich called the Public Hearing to order at 7:00 pm at the Naramata Church, Naramata, BC.

The hearing was convened pursuant to Section 890 and 892 of the *Local Government Act* in order to consider Amendment Bylaw Nos. 2458.08 & 2459.15, 2015.

In accordance with subsections 1 and 2 of Section 892, the time and place of the public hearing was advertised in the May 8 and 13, 2015, editions of the Penticton Western News newspaper and My Naramata.

Copies of reports and correspondence received related to Amendment Bylaw Nos. 2458.08 & 2459.15, 2015, were available for viewing at the Regional District office during the required posting period.

Summary of Representations:

There were no written briefs submitted at the public hearing.

Chair Kozakevich called a first time for briefs and comments from the floor and noted that a binder is available which includes all written comments received to date and anyone wishing to review the comments could do so.

Chair Kozakevich asked if anyone wished to speak to the proposed bylaw.

Chair Kozakevich asked a second time if there was anyone who wished to speak further to the proposed bylaw.

Chair Kozakevich asked a third time if there was anyone who wished to speak further to the proposed bylaw and hearing none, declared the public hearing closed at **7:15** p.m.

Recorded by:

Gillian Cramm

Gillian Cramm
Recording Secretary

Confirmed:

Christopher Garrish
Planning Supervisor

Confirmed:

K. Kozakevich

Karla Kozakevich
Chair

Lauri Feindell

From: Danielson, Steven <Steven.Danielson@fortisbc.com>
Sent: February-11-15 4:39 PM
To: Planning
Cc: Mirsky, Nicholas
Subject: Aikens Loop, 2800 Naramata (E2014 143-Zone)
Categories: Zoning Bylaw amendments

With respect to the above noted file,

There are primary distribution facilities along Aikens Loop, terminating near the northwest corner of the subject property. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.

In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

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

Best Regards,

*Steven Danielson,
Contract Land Agent for:*

**Nicholas Mirsky, B.Comm., AACI, P.App.
Land Agent | Lands & Planning | FortisBC Inc.**

2850 Benvoulin Rd
Kelowna, BC V1W 2E3
Office: 250.469.8033
Mobile: 250.718.9398
Fax: 1.866.636.6171
nicholas.mirsky@fortisbc.com



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Lauri Feindell

From: Cooper, Diana FLNR:EX <Diana.Cooper@gov.bc.ca>
Sent: January-26-15 11:39 AM
To: Planning
Subject: RE: Bylaw Referral E2014.143-ZONE (Bylaw 2458.09 and 2459.15)

Hello Christopher,

Thank you for your referral regarding a Bylaw to terminate Land Use Contract No. LU 2 E and to amend the Electoral Area "E" Zoning Bylaw No. 2459, 2008 for the property at 2800 Aikens Loop, Naramata, BC, PID 004-854-144, L A DL 209 SIMILKAMEEN DIVISION YALE DISTRICT PL 27210. Provincial records indicate no known archaeological sites are recorded on the property. However, archaeological potential mapping for the area indicates that the property has potential to contain unknown archaeological sites.

Archaeological sites (both recorded and unrecorded) are protected under the *Heritage Conservation Act* and must not be altered or damaged without a permit from the Archaeology Branch. Given the potential to contain unknown archaeological sites, an Eligible Consulting Archaeologist (ECA) should be engaged prior to any land-altering activities to determine if development activities are likely to impact unknown archaeological sites. An Eligible Consulting Archaeologist is one who is able to hold a Provincial heritage permit that allows them to conduct archaeological studies. Ask an archaeologist if he or she can hold a permit, and contact the Archaeology Branch (250-953-3334) to verify an archaeologist's eligibility. Consulting archaeologists can be contacted through the BC Association of Professional Archaeologists (www.bcapa.ca) or through local directories.

If the archaeologist determines that development activities will not impact any archaeological deposits, then a site alteration permit is not required. I am informing you of this archaeological potential so proponents are aware of the potential risk for encountering a site if they choose to conduct any land-altering activities on the property. Proponents should contact an archaeologist prior to development to conduct an in-field assessment and/or detailed review of the property. However, the Archaeology Branch is not requiring the proponent conduct an archaeological study or obtain a permit prior to development of this property. In this instance it is a risk management decision for the proponent.

If any land-altering development is planned and proponents choose not to contact an archaeologist prior to development, owners and operators should be notified that if an archaeological site is encountered during development, activities **must** be halted and the Archaeology Branch contacted at 250-953-3334 for direction. If an archaeological site is encountered during development and the appropriate permits are not in place, proponents will be in contravention of the *Heritage Conservation Act* and face possible fines and likely experience development delays while the appropriate permits are obtained.

If you or project proponents have questions please visit the FAQ page at <http://www.for.gov.bc.ca/archaeology/faq.htm> and the Property Owners and Developers web page at http://www.for.gov.bc.ca/archaeology/property_owners_and_developers/index.htm.

Please review the screenshot of the property below (outlined in yellow). If this does not represent the property as described in the data request please contact me. The dark brown colour represents high archaeological potential.

Please feel free to contact me if you have any questions regarding my response above.

Kind regards,

Diana





Diana Cooper | Archaeologist/Archaeological Site Inventory Information and Data Administrator

Archaeology Branch | Ministry of Forests, Lands and Natural Resource Operations
Unit 3 - 1250 Quadra St, Victoria BC V8W 2K7 | PO Box 9816 Stn Prov Govt, Victoria BC V8W 9W3
Phone: 250-953-3343 | Fax: 250-953-3340 | Website: <http://www.for.gov.bc.ca/archaeology/>

RESPONSE SUMMARY

Bylaw Response: 2459.15 (Land Use Contract LU2E)

☐ Approval Recommended for
Reasons Outlined Below

X ☐ Interests Unaffected by Bylaw

☐ Approval Recommended Subject to
Conditions Below

☐ Approval Not Recommended
Due to Reasons Outlined Below

Should you have questions or concerns please call me at your convenience at 250
861-7229.

Signature: Carl Withler P.Ag.

Signed By: _____

Agency: Ministry of Agriculture

Title: Regional Agrologist.

Date: January 29th, 2015





February 6, 2015

File: 58000-20/103002
Your File: E2014.143-ZONE

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

Attention: Christopher Garrish

Re: Discharge of Land Use Contract LU 2 E and replace it with a designation under the current Electoral Area E land use bylaws, specifically, introduce a land use designation under the OCP Bylaw of Agriculture for Lot A, Plan KAP27210, DL 209, SDYD, located at 2800 Aikens Loop Naramata, B.C.

The Ecosystems Section of the Ministry of Forests, Lands and Natural Resource Operations (FLNRO) provides the following response to the above noted referral.

To ensure proposed activities are planned and carried out with minimal impacts to the environment and in compliance with all relevant legislation, the proponent and approving agency are advised to adhere to guidelines in the provincial best management practices (BMP's) document: Develop with Care: Environmental Guidelines for Urban & Rural Land Development (<http://www.env.gov.bc.ca/wld/BMP/bmpintro.html>) .

It is the proponent's responsibility to ensure their activities are in compliance with all relevant legislation.

If you have any other questions or require further information please feel free to contact me.

Yours truly,

Grant Furness
Ecosystems Section Head

GF/cl



Lauri Feindell

From: Beaupre, John <John.Beaupre@interiorhealth.ca>
Sent: February-25-15 3:14 PM
To: Planning
Subject: Land Use Contract LU 2 E - RDOS File: E2014.143-ZONE

Attention Christopher Garrish, MCIP RPP
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, BC
V2A 5J9

Dear Mr. Garrish:

Re: Discharge of Land Use Contract LU 2 E, Electoral Area "E" Zoning Amendment Bylaw No. 407, 1978
Lot A, Plan KAP27210, District Lot 209, SDYD (2800 Aikens Loop, Naramata)

Thank you for the opportunity to provide comment on the above referenced proposed Land Use Contract discharge and introduction of a land use designation under the Official Community Plan (OCP) Bylaw of Agriculture (AG) and a land use designation under the Zoning Bylaw of Agriculture One (AG1) for the subject property.

This offices interests are unaffected by the proposed LUC discharge, OCP land use designation of Agriculture (AG) and zoning designation of Agriculture One (AG1). Subsequently we have no concern or objection to the proposal as submitted.

Please contact me with any questions you may have.

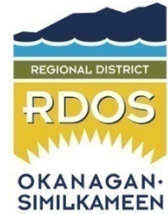
Thank you.

John C. Beaupre, C.P.H.I.(C)
Environmental Health Officer
Interior Health Authority
Penticton Health Protection
105 – 550 Carmi Avenue, Penticton, BC, V2A 3G6
Bus: (250) 770-5540
Direct: (250) 492-4000 Ext: 2744
Cell: (250) 809-7356
Fax: (250) 770-5541
Email: john.beaupre@interiorhealth.ca
Web: www.interiorhealth.ca

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ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Amendment Bylaw — Development Procedures Bylaw

Administrative Recommendation:

THAT Bylaw No. 2500.05, 2015, Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw be adopted.

Purpose:

The purpose of these amendments are to introduce an application requirement that vacation rental TUP proposals be accompanied by a Health and Safety Inspection and that TUP applications be referred to Advisory Planning Commissions (APCs) prior to Board consideration in order to facilitate the convening of Public Information Meetings.

Background:

At its meeting of March 20, 2014, the Regional District Board adopted Amendment Bylaw No. 2595, 2013, which introduced a number of new policy statements into the Okanagan Electoral Area Official Community Plan (OCP) Bylaws relating to vacation rental uses. This included:

- a preference for vacation rentals to be dealt with through TUPs;
- the criteria against which vacation rental permit applications would be assessed (i.e. the need to meet a minimum standard for health and safety); and
- potential permit conditions for vacation rentals (i.e. contact details for the property owner or manager).

In addition, and as a result of community feedback received on Amendment Bylaw No. 2595, it was understood that new applications and renewal requests for a vacation rental TUP would be expected to undertake Public Information Meetings prior to consideration by the Board.

This proposal was considered by the Planning and Development (P&D) Committee of the Board at its meeting of March 19, 2015, where it was resolved to support amendments related to health and safety inspection requirements and the referral of TUPs to Electoral Area Advisory Planning Commissions (APCs).

At its meeting of April 2, 2015, the Board considered Amendment Bylaw No. 2500.04, 2015, which would have given effect to this policy statement by amending the Development Procedures Bylaw to formally require the submission of a Health & Safety inspection as an application requirement for TUPs. In approving this amendment bylaw, the Board first resolved to amend it “by removing health and safety inspection and the associated fees.”

At its meeting of May 7, 2015, the P&D Committee resolved to not initiate an amendment to the Okanagan Electoral Area Official Community Plan (OCP) Bylaws in order to remove references to

health and safety inspections in order to remove a potential liability between this wording and the direction provided by the Board at its meeting of April 2, 2015.

At its meeting of May 21, 2015, the Board approved first, second and third readings of Amendment Bylaw No. 2500.05, 2015.

Alternative:

THAT the Board of Directors rescind first, second and third readings of Amendment Bylaw No. 2500.05, 2015, and abandon the bylaw.

Analysis:

Administration maintains its support for the amendment of the Development Procedures Bylaw in order to give effect to existing policy statements found within the Okanagan Electoral Area OCP Bylaws requiring a health and safety inspection be conducted to ensure that a dwelling unit being proposed for use as a vacation rental complies with certain Building Code requirements related to health and safety.

Respectfully submitted:



C. Garrish, Planning Supervisor

Endorsed by:



D. Butler, Development Services Manager

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2500.05, 2015

**A Bylaw to amend the Regional District of Okanagan-Similkameen
Development Procedures Bylaw 2500, 2011**

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

1. This Bylaw may be cited for all purposes as the "Regional District of Okanagan-Similkameen Development Procedures Amendment Bylaw No. 2500.05, 2015."
2. The "Regional District of Okanagan-Similkameen Development Procedures Bylaw No. 2500, 2011" is amended by:
 - (i) adding a new sub-Section 1.7 (Application Requirements) under Schedule 5.0 (Application for a Temporary Use Permit) to read as follows:
 - .7 Health and Safety Inspection
 - (a) confirmation from a Building Inspector, or other qualified individual that the proposed use of a building or structure meets minimum standards for health and safety.

READ A FIRST, SECOND AND THIRD TIME ON THE 21st day of May, 2015.

ADOPTED on the __ day of ____, 2015.

Board Chair

Corporate Officer

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: License of Occupation – Granite Creek Townsite

Administrative Recommendation:

THAT the Board of Directors make application to the Province of British Columbia for a License of Occupation over the former Granite Creek townsite, legally described as:
Lot 781, Blocks A–F and Lot 731, on behalf of the Granite Creek Preservation Society, for a period of 30 years.

Reference: (included at Committee of June 4, 2015)

Granite Creek Statement of Significance
Application Area Map
Request from Granite Creek Preservation Society

Business Plan Objective:

KSD #3 Goal 3.1: To Develop a Socially Sustainable Community

History:

Granite Creek was added to the Area “H” Heritage Register on May 16, 2013.

Alternatives:

That the Board not make application to the Province for a License of Occupation at this time.

Analysis:

This request comes from a local community group, the Granite Creek Preservation Society (GCPS), which was instrumental in establishing Granite Creek on the Area H Heritage Register. The purposes of the GCPS are:

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

The group wishes to apply for grant funding to install picnic tables and benches throughout the site, in addition to interpretive signage. However, since the site is owned by the Crown, a License of Occupation is required to do any improvements or maintenance. The GCPS would act as stewards of the site and would not require additional resources from the RDOS to maintain the site.

Grant funding is available to Granite Creek stewards for interpretive signage which would raise the level of awareness around the historical significance of Granite Creek.

Communication Strategy:

Should the Board secure the License of Occupation, it would primarily be communicated through the GCPS' website.

Respectfully submitted:

Lindsay Bourque

L. Bourque, Rural Projects Coordinator

Statement of Significance for the Granite Creek Town Site and Cemetery



Community
Services

DESCRIPTION OF THE HISTORIC PLACE:

The Granite Creek Town Site is a ghost town located 1.1 km southeast of Coalmont on the northwest side of Granite Creek, just upstream of where it flows into the Tulameen River. It is positioned on Lot 781, Blocks A-F including the road allowances. The area between Blocks E and F and Granite Creek, and the Cemetery which sits on Lot 731 are also to be included. Lots 781 and 731 are Crown Land.

The Town Site consists of a cleared, grassy bench overlooking Granite Creek with a few scattered remains of log buildings, dirt roads and a commemorative cairn. The Granite Creek Cemetery, with numerous fenced plots and headstones, is located on a higher, mostly treed bench, overlooking the Granite Creek Town Site.

HERITAGE VALUES

The Granite Creek Town Site is valued because it is the oldest town in the area, as well as being the location of a major placer gold rush in 1885. The discovery of gold at Granite

Creek redirected interest in the area from fur trading to mining. Built by miners searching for gold, the town is a testament to early British Columbia mining history. Two thousand people participated in the gold rush at Granite Creek and it was the third largest centre of population in the province at that time. A cairn erected in 1958 is located in the eastern portion of the town and indicates the historical significance of the site.

This historic place is a symbol of the tenacity of early placer miners who carved from the wilderness a town far from civilized society. The small physical dimensions of the town are extraordinary given that thousands of prospectors were drawn to the area.

The Granite Creek Town Site is notable for its significant Chinese presence. A Chinese section in the northeastern portion of the town illustrates their segregation from the other miners.

The outstanding determination of the early prospectors is evident in the fact that the Granite Creek Town Site remained active until approximately



Character-Defining Elements:

The character-defining elements of the Granite Creek Town Site and Cemetery include:

- The ruins of approximately six crude log buildings
- Wagon roads built and used by prospectors and pack teams
- The Town Site's unique location on a distinctive bench overlooking Granite Creek
- Depressions in the Chinese section of the Cemetery from exhumed graves
- Headstone of Foxcrowle Percival Cook

above: "Plaque" Photo courtesy Princeton and District Museum and Archives



Granite Creek After Fire (bef. 1912)
Photo courtesy Princeton and District Museum and Archives

Regional Heritage Update:

The RDOS Board will be embarking upon a Regional Heritage Strategic Plan as one of its core objectives for 2013. The RDOS is currently drafting the Request for Proposals and hope to award the contract to a Heritage Specialist by late summer.

Role of The Heritage Strategy:

To provide a clearly articulated vision that conveys where the strategic plan will take the region in five to ten years. To provide input into corporate work plans and budgets through performance measures.

The consultant will provide the following services/deliverables:

- Compile and analyze existing information regarding physical and cultural heritage resources within the Regional District;
- Design and implement a public consultation process to solicit community input regarding heritage values in the area;
- Assess the level of support throughout the various communities of the Regional District for enhanced protection of those heritage resources;
- Develop options and recommend strategies for implementing a regional heritage conservation service;
- Outline the financial implications associated with the various options; and;
- Deliver Final Heritage Strategic Plan which will provide recommendations and direction to the future growth of a Regional Heritage Program in addition to related policy.

1918 even after a fire gutted the town in 1907. The ruins of reconstructed buildings are scattered throughout the Town Site. It is interesting to note that these ruins include those of F.P. Cook's second store which he rebuilt after a faulty stove pipe in his first store accidentally started the 1907 fire.

This valuable historic place represents an important moment in the continuum of the mining industry of the area. Gold mining in the area brought with it the discovery of platinum and later coal. Subsequently, the discovery of coal precipitated the development of the towns of Blakeburn (now a ghost town), Coalmont and Tulameen.

The Granite Creek Town Site remains as a monument to the pioneer prospectors who discovered and opened up the area. The surrounding natural landscape contributes significantly to the heritage character of this historic place. Historic value lies in the roads in the Granite Creek Town Site which are the original wagon roads built in 1885.

It is notable that the Granite Creek Cemetery overlooking the Granite Creek Town Site is the final resting place for many of the pioneers. It evokes a sense of peace and exemplifies their desire to remain, and forever watch over, the town they built. The massive headstone of F.P. Cook epitomizes the shopkeeper's wealth and standing in the community.

The Chinese section, which lies to the south of the main portion of the cemetery, reflects the segregation of the Chinese, even in death. It is notable that depressions in the ground are evidence of the practice of exhuming graves and returning the remains to China.

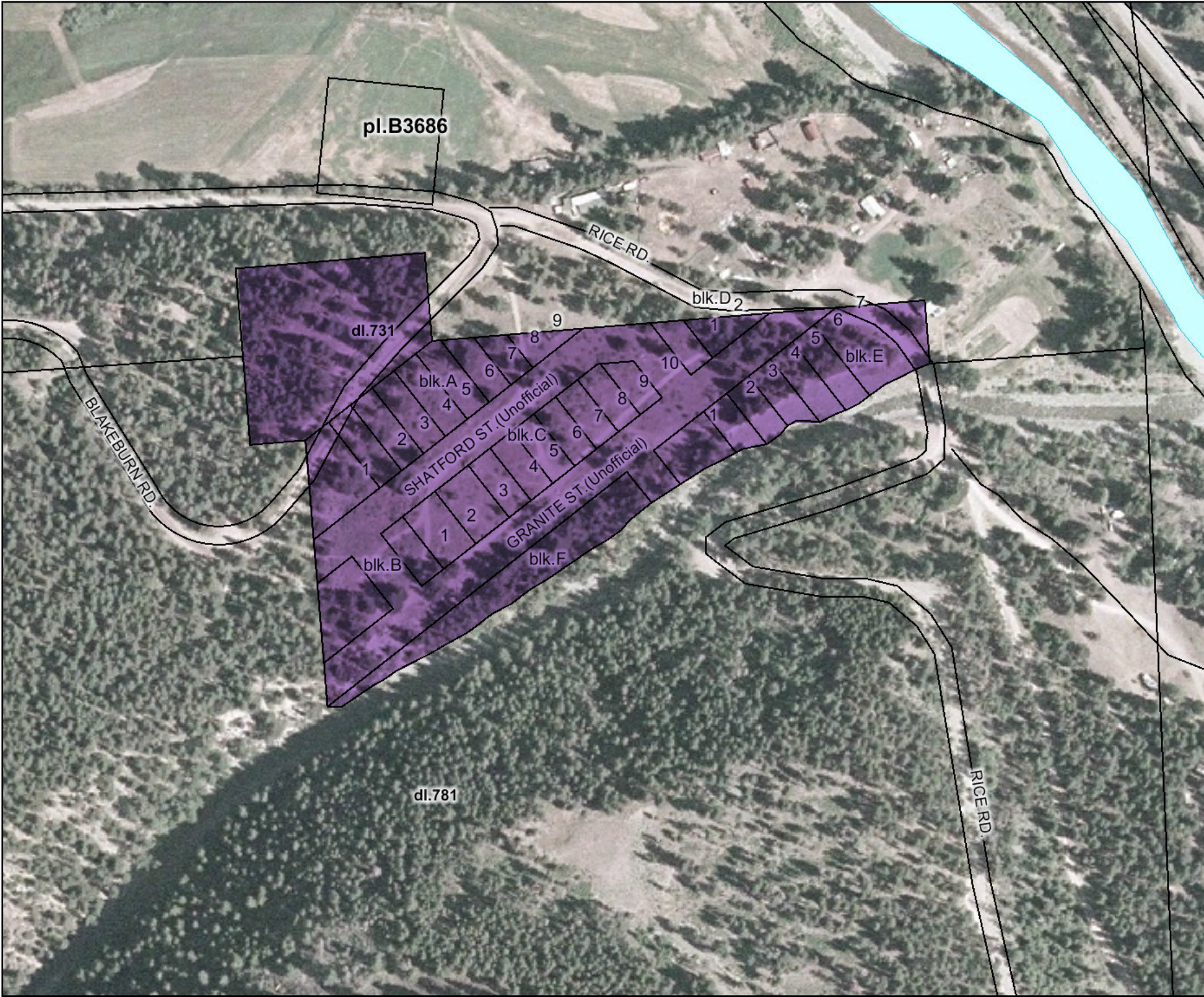
Sources:

"White Gold and Black Diamonds – The History of Granite Creek and Coalmont", by Diane Sterne, 2011

"Princeton Mining Records", Books 1 and 2 (1883 to 1886)



"Cemetery 2008A" Photo courtesy Bob Sterne, Coalmont



**RDOS
BASE MAP**

- Legend:**
- BCGS Grid
 - Major Highways
 - ROAD_LINES
 - Parcels
 - Lakes
 - Indian Reserve
 - Parks
 - Provincial Park
 - Protected Area
 - Regional Park
 - Ecological Reserve
 - RDOS Boundary



This is a consolidated map compiled from representational data to be used for convenience only and has no legal sanction. The Regional District of Okanagan-Similkameen makes no warranty to the correctness or accuracy of the information on this map.



Scale: 1:2,698



June 28, 2013



**Granite Creek Preservation Society
P.O. Box 956
Princeton, B.C.
V0X 1W0**

April 28, 2015

The Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC
V2A 5J9

Dear Sir/Madam:

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

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

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

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

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

once famous Granite Creek. In order to do this, however, a License of Occupation will be required. We are asking the RDOS if you would pursue this for us so that we can continue our work at the site.

Thank you for your assistance. If you have any questions, please do not hesitate to contact me.

Sincerely,

George Elliot
Chairman
Granite Creek Preservation Society

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Heritage Register Boundary adjustment for Haynes Barn listing

Administrative Recommendation:

THAT the Board of Directors approve the adjustment of the Haynes Barn heritage register listing to include the buildings on the south side of Road 22.

Reference: (provided at Committee June 4, 2015)

Revised Statement of Significance – Haynes Barn
Map

Business Plan Objective:

KSD #3 Goal 3.1: To Develop a Socially Sustainable Community

History:

The Haynes Barn at the junction of Road 22 and Black Sage Rd was added to the RDOS Heritage Register in 2008. More recently, an interest group has formed to help stabilize the buildings, which extends to the two buildings on the south side of Road 22. In order to be eligible for grants, the Statement of Significance (SoS) had to be amended to increase the boundary of the heritage site – the group commissioned a local historian to conduct the research and make the necessary additions to the SoS.

Alternatives:

That the Board not expand the boundaries of the Haynes Barn Heritage listing at this time.

Analysis:

Expanding the boundaries of the historical site, will more accurately reflect the historic use of a working ranch as a whole.

Respectfully submitted:

Lindsay Bourque

L. Bourque, Rural Projects Coordinator

Site Name:
Haynes Ranch

Physical Address:

RDOSCHR008

DESCRIPTION OF SITE:

The Haynes Ranch consists of a 1 ½ story farmhouse, a “two piece” bunkhouse and a 2 story gambrel-roofed barn and landscape consistent with a working ranch. The three decaying wooden buildings are located on the north and south side of Road 22 at the junction of Black Sage Road.

HERITAGE VALUE OF SITE:

The Haynes Ranch is valued as an iconic landmark at the northern border of Area A. The rustic buildings are a romantic snapshot of a lost era, one of cattle barons, vast estates, empire builders who straddled the Colonial Empire conquest of lands to the post settlement era of pre 1920's British Columbia.

Cattle ranching on a grand scale consumed the southern valleys of the Okanagan and Similkameen from the 1860's to 1920. Mr. Valentine Haynes was a noted cattle rancher who contributed in various ways to the pioneer development of the area by: running a pack horse supply train to Camp McKinney and during the Fairview phase of Colonization; and was a foreman the South Okanagan Lands Company for Cattle ranch. The Haynes Ranch is not only a reminder of the pioneering Haynes family but also serves as a link between the viewer and the earliest permanent Colonial settlement of the South Okanagan.

Valentine (Val) Haynes, son of Judge Haynes married Elizabeth Runnels who was of Syilx background. The aboriginal people of the region were an important part of the vast cattle ranches of British Columbia. From the ranchers of the Cariboo, to those of Haynes, Lowe, Richter and Ellis of the Okanagan, the employment of the native population was of economic and social reality.

By 1918, hundreds of 10 to 40 plot of land were created to be sold for orchard lots. Sold and producing fruit for which the Okanagan is famous for. By 1920, the breakup of the vast cattle ranches in the Okanagan was complete. Cattle ranching now became a secondary industry, existing now only in the higher back valleys of White Lake, McLean Creek, Marron and Willowbrook.

CHARACTER DEFINING ELEMENTS:

Key elements that define the heritage character of Hayne's Ranch include its:

Ranchland:

- location near an oxbow at the junction of Road 22 and Black Sage road
- The pastoral quality of the property, including its quiet environment
- layout of vernacular ranch buildings

The Ranch house (date unknown) ~1880-90 (lumber)

- Formal architectural qualities such as: wood frame construction, brick chimneys, fieldstone Foundation and fieldstone root cellar
- Patina of age
- relationship to the barns and the property
- Patina of age

The Bunkhouse (date unknown)

- Two piece construction
- Fieldstone and concrete footing
- Patina of age

Barn (date unknown) ~1916

- Formal architectural qualities such as: gambrel-roof, shingle roof over 12" wide wood slats, wood frame windows and doors and fieldstone and concrete footing
- Relationship to the ranch house and bunkhouse and to the property
- Patina of age



Haynes Ranch Statement of Significance Amendment

June 4, 2015

LEGEND

Road 22

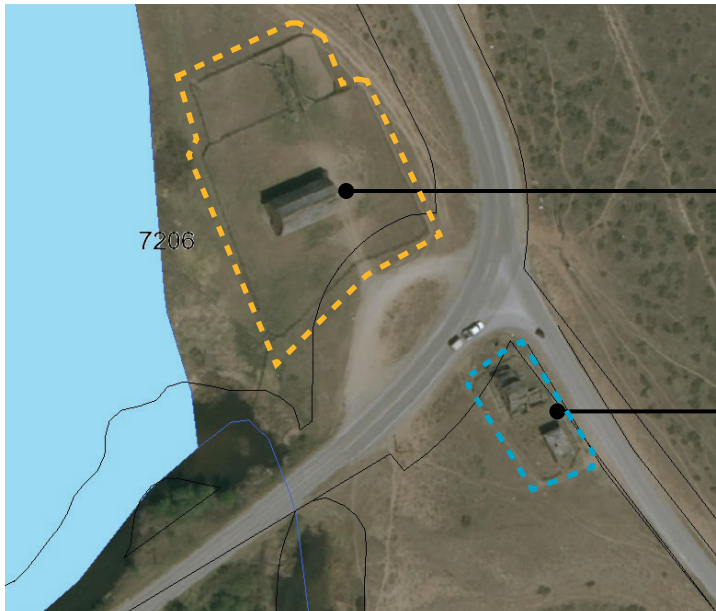
SOWMA

Barn

Bunk House and
Ranch House



Haynes Barn



Haynes Farm House and Bunk House

Existing Boundary

Proposed Addition

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Frank Venables Theatre – Lease and Operating Agreement

Administrative Recommendation:

THAT the Board of Directors authorize the Chair and Chief Administrative Officer to execute the Frank Venables Theatre Lease between the Regional District of Okanagan-Similkameen and School District 53 and,

THAT the Board of Directors authorize the Chair and Chief Administrative Officer to execute the Frank Venables Theatre Operating Agreement between the Regional District of Okanagan-Similkameen and the Oliver Community Theatre Society.

Reference:

Frank Venables Theatre lease
Frank Venables Theatre operating agreement

History:

In 2008, the Regional District of Okanagan-Similkameen (RDOS) and the Town of Oliver, in partnership with School District 53, initiated repairs to the Frank Venables Auditorium attached to the South Okanagan Secondary School in Oliver. Bylaw 2466 was created to establish a service for the purpose of providing a one-time grant for the capital upgrade (renovation), and Bylaw 2467 authorized the Regional District to borrow up to \$3.8M.

Subsequently, the auditorium was damaged significantly by fire and the bylaws were amended in 2011 to change the purpose of the service to a construction project rather than a repair project. The service established in Bylaw 2466 was for a one-time capital grant only, and did not provide for the ongoing operation of a service or the requisition of funds for the operation of a theatre. Therefore, a service was required to establish funding for the operation and administration of the facility.

At the May 8, 2014 RDOS Board meeting, the Board resolved to seek public assent through a referendum to be held in conjunction with the 2014 municipal elections to authorize the establishment of a Service to requisition funds for the ongoing operation of the newly constructed Frank Venables Theatre (FVT). The Board also directed that participating area approval of this bylaw be obtained for the entire proposed service area (Town of Oliver and Electoral Area C) by the approval of the electors.

On November 15, 2014, approval of the electorate was received through referendum for the adoption of Bylaw No. 2660 with 1364 in favour and 458 against. Bylaw 2660 allows for annual tax requisitioning of up to a maximum of the greater of \$160,000 or \$0.14 per \$1,000 net taxable value of land and improvements.

Analysis:

While the Venables Theatre is on lands owned by School District #53 and will be used by students of the South Okanagan Secondary School from time-to-time, this is a community theatre and the School District has no interest in operating it. It is their preference to lease the facility to the Regional District.

At its May 13th 2015 Board meeting, School District 53 endorsed the proposed Lease and Operating Agreement.

During the service establishment process, the Regional District and School District 53 commenced discussions with the newly formed Oliver Community Theater Society to establish governance, management and funding for the operation of the facility.

The RDOS does not have the capacity or in house expertise to manage or operate a community theater. The Oliver Theater Society provides for that expertise and oversight.

The Society was established by interested and qualified individuals within the community with the intended purpose of operating the FVT. The Society has been successfully operating the facility since 2014 under agreement with School District 53.

Oliver Community Theater Society founding Board of Directors are:

- Wendy Newman – President
- Carol Sheridan - Vice President
- Jack Frank - Secretary
- Midge Wyse - Treasurer
- Christine Rothwell - Member
- Bob Park - Member

Respectfully submitted:

M. Woods, Manager of Community Services

LEASE
of the
FRANK VENABLES THEATRE

Dated for reference the _____ day of _____, 2015

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**

AND

**REGIONAL DISTRICT OF
THE OKANAGAN SIMILKAMEEN**

FRANK VENABLES THEATRE LEASE

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THIS LEASE is made between The Board of Education of School District No. 53 (Okanagan Similkameen) (the “**Landlord**”) and the Tenant herein identified and constitutes a Lease between the Landlord and the Tenant (collectively, the “**Parties**” and individually, a “**Party**”) of the FRANK VENABLES THEATRE (the “**Premises**”) located in the building at 6140 Gala Street, Oliver, British Columbia on the lands described on Schedule A attached hereto (the “**Lands**”) on the terms and subject to the conditions hereinafter described.

ARTICLE 1 **BASIC LEASE TERMS**

1.1 Basic Lease Terms:

The following are certain basic lease terms which are hereby defined and form part of this Lease:

- (1) **Date of this Lease:** ♦
- (2) **Landlord:** The Board of Education of School District No. 53 (Okanagan Similkameen);
- (3) **Address of Landlord:** 6161 Okanagan Street, Oliver, British Columbia, V0H 1T0;
- (4) **Tenant:** Regional District of Okanagan-Similkameen;
- (5) **Address of Tenant:** 101 Martin Street, Penticton, British Columbia, V2A 5J9;
- (6) **Tenant’s Trade Name and Style:** FRANK VENABLES THEATRE;
- (7) **Lease Term:** TEN YEARS LESS A DAY, subject to earlier termination or extension as provided herein;
- (8) **Commencement Date:** ♦
- (9) **Fixturing Period (if any):** not applicable;
- (10) **Premises:** that portion of the building at 6140 Gala Street, Oliver, B.C., described in Schedule A attached hereto;
- (11) **Permitted Use of the Premises:** operation of a theatre, in accordance with the terms of a Theatre Operating Agreement in such form as may be agreed between the Landlord, the Tenant and one or more other parties, in such form and subject to such amendment or replacement agreement as may be approved by the Landlord and the Tenant from time to time;
- (12) **Prepaid Rent:** \$10.00 for the initial Term, payable in advance on the Commencement Date.

ARTICLE 2 **PREMISES AND TERM**

2.1 Demise of Premises:

In consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases the Premises to the Tenant and the Tenant hereby accepts such demise and lease, to have and to hold from the Commencement Date and upon the terms and conditions specified in this Lease.

2.2 Area of Premises:

The Landlord and the Tenant acknowledge and agree that the rental for the Premises is not based on the area of the Premises and is therefore not subject to adjustment during the Term as a result of any measurement or remeasurement.

2.3 Surrender at End of Term:

The Tenant shall, at the expiration or sooner determination of the Term or any renewal, peaceably surrender and yield up to the Landlord the Premises with the appurtenances and all fixtures or erections which at any time during the Term or any renewal shall be made therein or thereon in good and substantial repair and condition, and shall deliver to the Landlord all keys to the Premises which the Tenant has in its possession.

2.4 Overholding:

If at the expiration of the Term the Tenant shall hold over with the consent of the Landlord, then the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only at a rental per month equal to two times the Prepaid Rent amount, payable monthly in advance on the first day of each month and shall be subject to all other terms and conditions of this Lease.

2.5 License for Access and Parking:

The Tenant and the Tenant's employees, contractors and invitees shall have a non-exclusive right of access, in common with the Landlord and the Landlord's employees, contractors and invitees, over those portions of the Lands that are reasonably required by the Tenant and the Tenant's employees, contractors and invitees to access the Premises, provided always that the exercise of such access shall not in any way interfere with the quiet enjoyment of the Buildings and the Lands by the Landlord and the Landlord's employees, contractors and invitees. The Landlord may from time to time stipulate access limits, routes and parking areas for the use of the Tenant and the Tenant's employees, contractors and invitees, and the Tenant shall ensure that its employees, contractors and invitees respect those stipulations.

ARTICLE 3
RENT

3.1 Rent:

The Tenant shall pay to the Landlord, or as the Landlord may in writing direct, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, on the days and at the times herein specified during each year of the Term, the aggregate of the following sums (herein collectively called the "**Rent**"):

- (a) the Prepaid Rent specified in section 1.1(12); and
- (b) all additional rent or payments as provided in this Lease.

3.2 Rent Payments:

The payment of the Rent shall be made to the Landlord by the Tenant at the Landlord's designated office or at such other place as the Landlord may from time to time designate in writing. The Tenant will, at the request of the Landlord, forthwith deliver to the Landlord postdated cheques for the monthly instalments of the Expenses and Taxes in accordance with the reasonable forward estimates thereof made by the Landlord and shall be adjusted at the end of each Lease Year as provided in section 7.2.

3.3 Interest On Overdue Rent:

Interest on any monies due to the Landlord under this Lease shall be paid by the Tenant and shall accrue at a rate which is the aggregate of three percent per annum plus the "Prime Interest Rate" (as herein defined), such rate of interest to be calculated and compounded monthly, not in advance from the due date for payment of such monies. For the purposes of this Lease, the term "Prime Interest Rate" shall mean the rate of interest per annum (regardless of how or when calculated) designated from time to time by the Canadian Imperial Bank of Commerce (herein called the "Bank") as being the prime commercial lending rate (now commonly known as the Bank's "Prime Rate") charged by the Bank for demand loans in Canadian funds made at the main branch of the Bank in Vancouver, British Columbia (and if at any time there is more than one prime commercial lending rate of the Bank then the Prime Interest Rate shall be the highest prime commercial lending rate of the Bank). If the Prime Interest Rate changes, and so often as the same occurs at any time until the monies owing hereunder have been paid in full, the rate of interest charged under this Lease shall change on the same day and in the same amount as the Prime Interest Rate changed. It is further understood and agreed that there shall be no reduction in the Prime Interest Rate in the event that the Prime Interest Rate is calculated by the Bank on a basis other than a monthly basis as provided in this Lease.

3.4 Evidence of Payments:

The Tenant shall produce to the Landlord from time to time at the request of the Landlord satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

3.5 Additional Rent:

All sums payable by the Tenant to the Landlord under this Lease and all sums paid or expenses incurred hereunder by the Landlord which ought to have been paid or incurred by the Tenant, or for which the Landlord is entitled to reimbursement from the Tenant, and any interest owing to the Landlord hereunder may be recovered by the Landlord as additional rent by any and all remedies available to it for the recovery of rent in arrears.

ARTICLE 4 **GENERAL COVENANTS**

4.1 Covenants of Landlord:

The Landlord covenants with the Tenant that, subject to any provisions of the Lease to the contrary, the Tenant shall and may peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, and the Landlord shall observe and perform all the covenants and provisions of this Lease on its part to be observed and performed.

4.2 Covenants of Tenant:

The Tenant covenants to pay rent and to observe and perform all the covenants and provisions of this Lease on its part to be observed and performed.

ARTICLE 5 **BUSINESS AND USE**

5.1 Permitted Use:

The Tenant shall not use the Premises nor allow the Premises to be used for any purpose other than that provided in section 1.1(11).

5.2 Required and Prohibited Conduct:

The Tenant shall occupy the Premises from and after the date of commencement of the Term. The Tenant shall conduct continuously and actively the business or activity set out in section 1.1(11) hereof (and no other business or activity) in the whole of the Premises. In the conduct of the Tenant's business and activity at the Premises, the Tenant shall:

- (a) abide by all applicable laws, regulations and orders of authorities having jurisdiction;
- (b) not conduct or permit any auction, bulk sale, liquidation sale, "going out of business" sale, fire sale, bankruptcy sale, or warehouse sale; and
- (c) not conduct or permit any sale or business which, for any reason, would, in the Landlord's opinion, tend to negatively affect the reputation of the Landlord.

5.3 No Nuisance:

The Tenant shall not at any time use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof any noxious, noisome or offensive act, trade, business, occupation or calling. No act, matter or thing whatsoever shall at any time during the Term be done in or upon the Premises or any part thereof which shall or may be or grow to become an annoyance, nuisance, damage or disturbance to or of any of the other occupiers of the Lands or of any lands or properties in the vicinity of the Lands.

5.4 Compliance with Laws:

The Tenant shall comply promptly at its own expense with all laws, by-laws, ordinances, regulations, requirements and recommendations which may be applicable to the Tenant or to the manner of use of the Premises, of any and all federal, provincial, civic, municipal and other authorities or association of insurance underwriters or agents and all notices in pursuance of same and whether served upon the Landlord or the Tenant. The Tenant shall obtain all approvals or permits necessary for its use or occupation of the Premises and for any work to be done on the Premises. The Landlord makes no representation or warranty that the uses allowed by this Lease are permitted by such laws, ordinances, regulations, requirements and recommendations.

5.5 Signs:

The Tenant shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, flag, banner, lettering or direction on any part of the Lands, the outside of the Buildings or on the interior or exterior of any glass, or inside the Premises in such a position as to be visible from the outside of the Premises or in any corridor, hallway, entrance or other publicly visible part of the Premises, without the prior written approval of the Landlord. The Landlord may prescribe a uniform pattern for identification signs to be placed on the outside of the Premises. The Tenant shall only display the Canadian flag on the Lands in accordance with the protocols prescribed by the government of Canada, and the Tenant shall only display the flag of British Columbia on the Lands in accordance with the protocols prescribed by the government of British Columbia.

5.6 Business Name:

The business to be carried on in the Premises from time to time shall be carried on under the Tenant's trade name and style set out in section 1.1(6), or such other trade name and style as may from time to time be approved by the Landlord in writing, and not otherwise.

ARTICLE 6
TAXES

6.1 Taxes Payable by Tenant:

Except as may be expressly agreed in writing between the Parties, the Tenant shall pay when due any property taxes that become payable in respect of the Premises as a result of the Tenant's use of the Premises. The Tenant shall pay when due all goods and services taxes or value added taxes or similar taxes or government charges that may be imposed or assessed in connection with this Lease, including penalties for late payment thereof. The Tenant shall pay when due all business or other taxes (if any) from time to time levied in respect of the Tenant's use or occupancy of the Premises, including penalties for late payment thereof. The Tenant shall pay when due all business licence fees and all other taxes and charges (if any) levied or assessed in respect of the use or occupancy of the Premises by the Tenant or the equipment, machinery, or fixtures brought therein or belonging to the Tenant, or to anyone occupying the Premises with the Tenant's consent, including penalties for late payment thereof.

ARTICLE 7
EXPENSES AND TAXES

7.1 Utilities:

Except as may be expressly agreed in writing between the Parties, which agreement may include one or more other parties, the Tenant shall pay for, and discharge all rates and charges for all services and utilities whatsoever supplied to or used in connection with the Premises, including without limitation, water, gas, heat, air-conditioning, electricity, telephone, internet and any other utilities or equipment used in respect of the Premises.

7.2 Net Lease:

The Tenant acknowledges and agrees that it is intended that this Lease shall be a completely carefree net lease for the Landlord except as shall be otherwise specifically provided in this Lease or in a separate written agreement between the Parties, which agreement may include one or more other parties. The Landlord shall not be responsible during the Term or any renewal for any taxes, costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises. Except as shall be otherwise provided in the specific provisions contained in this Lease or in a separate written agreement between the Parties, which agreement may include one or more other parties, the Tenant shall pay all charges, impositions and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant.

ARTICLE 8
HEATING, VENTILATING AND AIR-CONDITIONING

8.1 Tenant's Covenants Respecting Heating and Cooling:

The Tenant will take such action as the Landlord may from time to time require for the purpose of energy conservation. The Tenant covenants that any portion of the heating, ventilating and air conditioning system in, and for the exclusive use of, the Premises shall be kept in good repair and operating order and shall be maintain any design criteria therefor as established by the Landlord from time to time. The Tenant shall operate all such portions of the heating, ventilating and air conditioning system to the satisfaction of the Landlord and as specified by the Landlord to give remote indication of the efficiency of such equipment. The Tenant covenants that it will maintain the temperature in the Premises at a reasonable standard of comfort at all times when the Premises are open for business.

ARTICLE 9
MAINTENANCE, REPAIRS AND ALTERATIONS

9.1 Care and Repair of Premises:

Except as expressly provided herein or otherwise agreed in writing by the Landlord, the Tenant shall at all times during the Term and any renewal at its own cost repair and maintain in a first class, clean and lawful condition, the Premises including appurtenances, fixtures, doors, frames, glass, walls, floors, ceilings, sprinklers, plumbing including the free flow of the sewer and all equipment and fixtures now or hereafter installed in the Premises, such repairs and maintenance to be executed as necessary, or as reasonably required by the Landlord. The Landlord's contractors alone shall execute work on mechanical systems and the Tenant shall reimburse the Landlord for the cost of such works as and when required by the Landlord. The Landlord shall at its own cost repair and maintain any shared heating, ventilation and air conditioning systems, provided that the Tenant shall be liable for the cost to repair or maintain any systems serving only the Premises, and the cost to repair any damage to any shared system caused by the Tenant or any of the Tenant's invitees, licensees, agents or servants.

9.2 Inspection for Repairs:

The Landlord and its agents shall have the right at all reasonable times during the Term and any renewals, to enter the Premises to examine the condition thereof. The Tenant shall make all repairs and perform all maintenance which the Landlord may require by notice in writing.

9.3 Alterations:

Without the prior written consent of the Landlord, the Tenant shall not make any changes, alterations, additions, repairs, improvements or decorations to the Premises. The Tenant shall submit to the Landlord detailed plans and specifications for any such work or installation when applying for consent. The Landlord reserves the right to recover from the Tenant the cost of having its architects or engineers examine such plans and specifications. The Landlord may require that any or all work to be done, or materials to be supplied hereunder shall be done or supplied by the Landlord's contractors or workers or by contractors or workers engaged by the Tenant but first approved by the Landlord. The Landlord may require that any or all work be done by workers having a union membership or union affiliation acceptable to the Landlord. In any event, any and all work to be done or materials to be supplied hereunder shall be at the sole cost and expense of the Tenant and shall be done and supplied and paid for in the manner and according to such terms and conditions, if any, as the Landlord may prescribe. Any connections of apparatus to the electrical system other than a connection to an existing base receptacle or any connection of apparatus to the plumbing lines shall be deemed to be an alteration within the meaning of this section. All changes, alterations, additions, repairs, improvements and decorations will comply with all statutes, regulations or by-laws of any municipal, provincial, federal or other authority. The Tenant will obtain all permits or approvals necessary for all changes, alterations, additions, repairs, improvements and decorations.

9.4 Landlord's Right to Inspect and Display Sign:

Any person or persons may inspect the Premises and all parts thereof at all reasonable times on producing a written order to that effect signed by the Landlord or its agents. The Landlord shall have the right during the last three months of the Term to place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are for rent. The Tenant will not remove, alter or obscure such notice or permit the same to be removed, altered or obscured.

9.5 Liens:

The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Premises. The Tenant will not suffer or permit any liens to exist or to be filed against the Buildings or the Lands. The Tenant shall forthwith discharge any liens at any time filed against and keep the Lands and the Buildings free from liens. In the event that the Tenant fails to do so, the Landlord may, but shall be under no obligation to, pay into Court the amount required to obtain a discharge of any such lien in the name of the Tenant. Any amount so paid together with all disbursements and costs in respect of such proceedings on a solicitor and his own client basis shall be forthwith due and payable by the Tenant to the Landlord as additional rent. The Tenant shall allow the Landlord to post and keep posted on the Premises any notices that the Landlord may desire to post under the provisions of the Builders Lien Act of British Columbia or other similar legislation.

9.6 Overloading Services:

The Tenant shall not install any equipment that will exceed or overload the capacity of any utility or service facilities. If, in the opinion of the Landlord, any equipment installed by the Tenant shall require additional utility service facilities, the same shall be installed at the Tenant's expense in accordance with plans and specifications to be approved in writing by the Landlord.

9.7 Cleaning on Termination:

The Tenant will not upon expiration or sooner determination of this Lease leave upon the Premises any rubbish or waste material. The Tenant will leave the Premises in a clean and tidy condition.

9.8 Removal of Fixtures:

All fixtures, changes, alterations, additions, repairs, improvements and decorations made to or installed in the Premises other than unattached moveable trade fixtures, shall become the property of the Landlord on such making or installation. The Tenant shall not remove or carry away from the Premises any plumbing, heating, air conditioning or ventilating plant or equipment or other Building services. The Landlord shall have the right upon the termination of this Lease by effluxion of time or otherwise to require the Tenant to remove any installations, alterations, additions, partitions and fixtures or anything in the nature of leasehold improvements made or installed by the Tenant or by the Landlord on behalf of the Tenant and to make good any damage caused to the Premises by such removal.

9.9 Damage to Building by Tenant:

The Tenant shall reimburse the Landlord for costs incurred by the Landlord in making good any damage caused to the Building or any part thereof including the furnishings and amenities thereof as a result of the negligence or wilful act of the Tenant, its invitees, licensees, agents, servants or other persons from time to time in or about the Premises.

9.10 Damage or Destruction of Premises or Buildings:

The Landlord is insured under the British Columbia Schools Protection Program (the "SPP"), a self-insurance program administered by the Risk Management Branch of the British Columbia Ministry of Finance in conjunction with the British Columbia Ministry of Education (collectively, the "Province"). The Tenant acknowledges that, under the SPP, the Province reserves discretion regarding funding for building repairs or replacement. The following provisions apply in respect of the damage or destruction of the Premises or all or part of the Buildings:

- (a) If the Premises shall be destroyed or damaged by reason of any cause, then the Landlord agrees to request under the SPP, within thirty days after the happening of such destruction or damage, that the Province provide capital funding for the repair or replacement of the Premises, provided always that the Landlord shall not be liable to the Tenant if the Province elects not to fund such repair or replacement. If in response to such a request the Landlord receives funding from the Province under the SPP and authority to apply such funds to the repair or replacement of the Premises, then the Landlord shall apply those funds as so authorized.
- (b) If the Premises shall be destroyed or damaged by reason of any cause, and the Landlord has not within ninety days after the happening of such destruction or damage received written notice that the Province will fund the repair or replacement of the Premises under the SPP, or if after receiving such notice the Landlord is advised that the Province will not provide funding, then the Landlord may terminate this Lease upon thirty days written notice to the Tenant. The Tenant shall thereupon immediately surrender the Premises and this Lease to the Landlord and rent shall be apportioned to the date of such destruction or damage (subject to the payment of Rent and any other amounts payable under the Lease from the date of such destruction or damage to the date of such surrender in the same proportion that the part of the Area of the Premises fit for use and occupancy by the Tenant during such period is of the total Area of the Premises).
- (c) If all or any portion of the Buildings or the Premises shall be destroyed or damaged by reason of any cause to such an extent that either (i) in the Landlord's reasonable opinion (to be given promptly, if the Tenant so requests) it is unable to be repaired, restored or rebuilt within a period of 60 days after the happening of such destruction or damage, or (ii) the estimated cost (as estimated by the Landlord) of repairing, restoring or rebuilding it shall exceed the capital funding available to the Landlord under the SPP for that purpose, or (iii) it is impractical to rebuild or restore the Buildings or such rebuilding or restoration would not comply with the then existing applicable laws, or by-laws, ordinances, regulations and requirements of any governmental authority, then the Landlord may terminate this Lease upon thirty days written notice. The Tenant shall thereupon immediately surrender the Premises and this Lease to the Landlord and rent shall be apportioned to the date of such termination.
- (d) If the Premises are destroyed or damaged by reason of any cause and this Lease shall not have been terminated, then the Landlord shall with reasonable diligence repair the Premises, except such work as may have been done by the Tenant or for which the Tenant is required to maintain and repair, all of which shall be repaired by the Tenant. The Tenant shall restore all improvements, fixtures, furnishings, and decorations so that the Premises shall be suitable for the proper operation of its business. If as a result of any destruction or damage to the Premises which the Landlord is obligated to repair under this section, and which is not the fault of the Tenant and does not consist of merely an interruption of or interference with any utility, service or access, the Premises are rendered in whole or in part unfit for use and occupancy by the Tenant, then during the period following the occurrence of such destruction or damage and ending upon the date when both the repairs to the Premises which the Landlord is obligated to make as aforesaid are completed sufficiently to enable the Tenant to commence its repairs and the Tenant has been allowed a reasonable period of time which is sufficient for the completion by it of the repairs it is obligated to make as aforesaid with due diligence, Rent and all other amounts which shall become due and payable hereunder by the Tenant to the Landlord shall from time to time abate in the same proportion that the part of the Area of the Premises from time to time rendered unfit for such use or occupancy by reason of such destruction or damage is of the Area of the Premises. Nothing herein shall obligate the Landlord to rebuild the Buildings or the Premises in its existing or in any other form. The Landlord may make such changes, alterations, modifications, adaptations or extensions to the Buildings or the Premises as the Landlord shall see fit, in its unfettered discretion.

9.11 Examination of Premises:

The Tenant will examine the Premises and the Buildings before taking possession under this Lease. Such taking of possession will be, in the absence of agreement in writing to the contrary, conclusive evidence as against the Tenant that at the time thereof the Premises and the Buildings were in good order and satisfactory condition, acceptable to the Tenant. No promise of the Landlord to alter, remodel or improve the Premises or the Buildings and no representation respecting the condition of the Premises or the Buildings have been made by the Landlord except as may be expressly stated herein.

9.12 Landlord's Projects and Rights to Do Work:

Notwithstanding anything herein to the contrary, the Landlord shall have the right at all times and from time to time, to:

- (a) make structural changes to the Buildings, expand and add new Buildings;
- (b) make minor changes in the size or configuration of the Premises;
- (c) expand, reduce or alter in any manner whatsoever the parking facilities;
- (d) relocate or rearrange parking areas and other improvements from those existing at the commencement of the Term;
- (e) use, install, maintain and repair pipes, wires, ducts or other installations in, under or through the Premises for or in connection with the supply of any services to the Premises or any other premises in the Buildings, such services to include, without limiting the generality of the foregoing, gas, electricity, water, sanitation, telephone, heating, air-conditioning and ventilation;
- (f) make changes and additions to the pipes, conduits and ducts or other structural and non-structural installations in the Premises and Buildings where desirable to serve the Premises or the Buildings or to facilitate expansion or alteration of the Buildings or the construction of new Buildings, (including, without limitation, the construction and erection of columns and support facilities) but shall not unreasonably interfere with the use and enjoyment of the Premises beyond the extent necessary for such changes, additions and installations, and shall make good any damage to the Premises arising in the course of such changes and additions;
- (g) interrupt or suspend the supply of electricity, water or other utilities and services when necessary and until the said additions, improvements, installations or repairs shall have been completed; and
- (h) temporarily obstruct or close off any Buildings or any parts thereof for the purpose of maintenance, repair or construction or for any purpose specified above.

Without limiting the generality of the foregoing, the Tenant acknowledges that the Tenant shall not have any right to object to nor any right to any claim of damages or any reduction or abatement in Rent in respect of any exercise of the Landlord's rights under this section. The exercise by the Landlord of its rights set forth in this section shall not be deemed to be a constructive or actual eviction of the Tenant, nor a breach of any covenant of quiet enjoyment or other covenant contained in this Lease.

9.13 Notice of Accidents and Defects:

The Tenant shall give the Landlord prompt written notice of any damage to or defect in the heating, ventilating or air-conditioning system, water pipes, gas pipes, telephone lines, electric lighting and wiring and other mechanical, electrical and utility systems and apparatus in the Premises.

ARTICLE 10
INSURANCE AND LIABILITY

10.1 Tenant Insurance:

The Tenant shall at its expense, provide and maintain in force during the Term and any renewal thereof:

- (a) public liability insurance in an amount not less than \$5,000,000 per occurrence, or such greater amount as the Landlord may reasonably require from time to time, provided that the Landlord shall not require the amount of such insurance to be increased more than once during any year of the Term; and
- (b) such other liability insurance as the Landlord may consider necessary or prudent.

All insurance shall be effected upon terms and conditions satisfactory to the Landlord and evidence of insurance coverage shall be delivered to the Landlord. All policies of insurance to be effected by the Tenant shall have the following provisions or characteristics:

- (e) any loss shall be payable to the Landlord and the Tenant as their interests may appear notwithstanding any act or neglect of the Tenant which might otherwise result in the forfeiture of such policies or any of them;
- (f) they shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured;
- (g) all policies of Public Liability insurance shall be written to cover the Landlord and the Tenant and shall provide that each person, firm or corporation insured under such policy or policies shall be insured in the same manner and to the same extent as if individual policies had been issued to each;
- (h) all policies shall contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord and against those for whom the Landlord is in law responsible, whether any such loss or damage is caused by the act, omission or negligence of the Landlord or by those for whom the Landlord is in law responsible; and
- (i) all policies shall contain an undertaking by the insurers to notify the Landlord in writing not less than ninety days prior to any material change, cancellation or other termination thereof.

If the Tenant does not provide or maintain in force such insurance, the Landlord may take out the necessary insurance and pay the premium therefor. The Tenant shall pay to the Landlord as additional rental the amount of such premium immediately on demand. If both the Landlord and the Tenant have claims to be indemnified under any such insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

10.2 Acts Conflicting with Insurance:

The Tenant shall not do or permit to be done any act or thing which might render void or voidable or conflict with the requirements of any policy of insurance, including any regulations of fire insurance underwriters applicable to such policy, whereby the Premises or the Buildings or the Lands are insured or which may cause any increase in premium to be paid in respect of any such policy. In the event that any policy is cancelled or threatened to be cancelled by reason of any act or omission of the Tenant, the Landlord shall, in addition to any other remedies under this Lease or otherwise available to the Landlord, have the right at its option to terminate this Lease forthwith by giving notice of termination to the Tenant. In the event that the premium to be paid in respect of any such policy is increased by any act or omission of the Tenant, including the use of the Premises for the purposes for which they are

leased in this Lease, the Tenant shall immediately pay to the Landlord the amount by which the premium shall be so increased.

10.3 Indemnity to Landlord:

The Tenant shall indemnify and save harmless the Landlord and its trustees, officers, agents, employees and contractors of and from any and all liabilities, damages, costs, expenses (including legal fees and disbursements on a solicitor and his own client basis), claims, suits or actions arising out of:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Tenant to be fulfilled, kept, observed and performed;
- (b) any damage to property while the property is in or about the Premises; and
- (c) any injury to any licensee, invitee, agent or employee of the Tenant, or any other person for whom the Tenant is in law responsible, including death resulting at any time therefrom, and any damage to any property of such person, occurring in or about the Premises or on the Lands;

This indemnity shall survive the expiry or sooner determination of this Lease.

10.4 Interruption of Utilities:

In no event shall the Landlord be liable to the Tenant or any third party for any liability or damages arising from the interruption or failure of any utility or service supplied to or used in connection with the Premises, and the Tenant shall indemnify and save harmless the Landlord from any such liability or damages.

10.5 Unavoidable Failures or Delays:

Whenever and to the extent that a Party shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation hereunder by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board of any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby or by reason of any other cause beyond its control whether of the foregoing character or not, that Party shall be relieved from the fulfillment of such obligation and the other Party shall not be entitled to compensation for any loss, damage, inconvenience, nuisance or discomfort thereby occasioned. There shall be no deduction from the Rent by reason of any such failure or cause. This provision shall not operate to excuse or permit a delay or failure to pay any amount when due.

10.6 Landlord Not Responsible for Injuries, Loss, or Damage:

The Landlord shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Tenant or to other occupants of the Premises or to their respective invitees, licensees, agents, servants or other persons from time to time attending at the Premises while such person or property is in or about the Lands or the Buildings or any areaways, parking areas, lawns, sidewalks, steps, truckways, platforms, corridors, stairways, elevators or escalators in connection therewith, including without limiting the foregoing, any loss of or damage to any such property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the Lands or the Buildings or any adjacent or neighbouring lands or premises or from any other place or quarter or for any loss of or damage caused by or attributable to the condition or arrangements of any electric or other wiring or for any damage caused by smoke or anything done or omitted to be done by any other tenant of premises in the Buildings or for any other loss whatsoever with respect to the Premises or any business carried on therein, except only to the extent directly caused by the negligence or contractual default of the Landlord.

10.7 No Liability for Indirect Damages:

Under no circumstances shall the Landlord be liable for indirect or consequential damages or damages for personal discomfort or illness by reason of the non-performance or partial performance of any covenants of the Landlord contained in this Lease.

ARTICLE 11
REMEDIES OF LANDLORD FOR DEFAULT

11.1 Right to Perform:

In the event that the Tenant shall fail to observe or perform any of the obligations of the Tenant under this Lease the Landlord may from time to time at its discretion perform or cause to be performed any of such obligations or any part thereof. For such purpose the Landlord may do such things as may be required and may enter upon the Premises to do such things. All expenses incurred and expenditures made by or on behalf of the Landlord shall be forthwith paid by the Tenant to the Landlord. If the Tenant fails to pay the same the Landlord may add the same to the Rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears. If the Landlord commences or completes, or causes to be commenced or completed, the performance of any of such covenants or obligations or any part thereof, the Landlord shall not be obligated to complete or cause to be completed such performance or be later obligated to act in like manner. In addition to the costs and expenses incurred by the Landlord, the Tenant shall pay to the Landlord an administration charge equal to fifteen percent of the expenses and disbursements made or incurred by the Landlord.

11.2 Right to Distrain:

If the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it deems necessary for the purpose and for gaining admission to the Premises without being liable for any action in respect thereof or for any loss or damage occasioned thereby. The Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith. The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress. Notwithstanding any such statute, none of the goods and chattels of the Tenant on the Premises at any time during the Term or any renewals shall be exempt from levy by distress for Rent in arrears. If any of the goods or chattels of the Tenant are removed from the Premises, the Landlord shall have the right to follow the goods and chattels and exert against the goods and chattels all rights which the Landlord would have had if the goods and chattels remained on the Premises.

11.3 Re-Entry on Default:

In the event of the breach, non-observance or non-performance of any covenant, agreement, stipulation, proviso, condition, rule or regulation herein contained on the part of the Tenant to be kept, performed or observed and if any such breach, non-observance or non-performance shall continue for five days after written notice thereof to the Tenant by the Landlord, or notwithstanding the foregoing, if any payments of Rent or any part thereof, whether the same are demanded or not, are not paid when they become due or in case the Premises shall be vacated or become vacated or remain unoccupied for five days or if, without the written consent of the Landlord, the Premises shall be used by any person other than the Tenant, the Tenant's permitted assigns or permitted sublessees or for any purpose other than that for which the same were let, or if the Tenant has at any time made any misrepresentation to the Landlord or if the Tenant breaches or is in default under any other agreement with the Landlord, then and in any such case the Landlord in addition to any other remedy now or hereafter provided may re-enter and take possession immediately of the Premises or any part thereof in the name of the whole by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom. The Landlord may use such force and assistance in making such removal as the Landlord may deem advisable to recover at once full and exclusive possession of the Premises. Such re-entry shall not operate as a waiver or satisfaction in full or in part of any right,

claim or demand arising out of or connected with any breach, non-observance or non-performance of any covenant or agreement on the part of the Tenant to be kept, observed or performed. The Term shall, at the option of the Landlord, forthwith become forfeited and determined, but the Tenant shall remain liable under this Lease.

11.4 Sale and Reletting:

On the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease the Landlord, in addition to all other rights, shall have the right to enter the Premises as an agent of the Tenant either by force or otherwise, without being liable for any prosecution therefor and to relet the Premises as the agent of the Tenant, and to receive the Rent therefor, and as agent of the Tenant to take possession of any goods, chattels, furniture or other property on the Premises and to sell the same at public or private sale without notice and to apply the proceeds of such sale and any rent derived from reletting the Premises, after deducting its costs of conducting such sale and its costs of reletting (including any costs necessary to repair or clean the Premises or to perform any work for the purpose of reletting), on account of the Rent owing under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

11.5 Termination:

On the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord in addition to all other rights, shall have the right to determine forthwith this Lease and the Term or any renewal by giving notice in writing addressed to the Tenant of its intention to do so, and thereupon Rent shall be computed, apportioned and paid in full to the date of such determination of this Lease, and any other payments for which the Tenant is liable under this Lease shall be paid and the Tenant shall forthwith deliver up possession of the Premises to the Landlord and the Landlord may re-enter and take possession of the same.

11.6 Landlord's Expenses Enforcing Lease:

If it shall be necessary for the Landlord to retain the services of a solicitor or any other proper person for the purpose of assisting the Landlord in enforcing any of its rights hereunder in the event of default on the part of the Tenant, the Landlord shall be entitled to collect from the Tenant the cost of all such services, including all necessary court proceedings at trial and on appeal on a solicitor and own client basis as if the same were rent in arrears.

11.7 No Waivers:

The remedies of the Landlord under this Lease are cumulative and not alternative. The exercise or non-exercise by the Landlord of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained or the acceptance of any monies owing to the Landlord hereunder, shall not be deemed to be a waiver of or to alter, affect or prejudice such right or remedy, or any other right or remedy to which the Landlord may be lawfully entitled for the same default or breach. Any waiver by the Landlord of the strict observance, performance or compliance by the Tenant of or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Landlord to the Tenant shall not be deemed to be a waiver of any subsequent default or breach by the Landlord nor entitle the Tenant to any similar subsequent indulgence.

11.8 Dispute Resolution:

If there is any dispute regarding the interpretation, the performance, breach or negotiation, of this Lease, any Party may give notice of dispute to the other Party and the following procedures will be used in sequence to seek a resolution, subject to the Parties agreeing in writing to omit or substitute procedures as they see fit:

- (a) representatives of each Party having authority to settle the dispute must meet within 10 days after the notice of dispute is given and must attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of the Parties;

- (b) if the dispute is not settled by the designated representatives within 10 days after the notice of the dispute is given, the dispute must be referred to the Superintendent of the Landlord and the Chief Administrative Officer of the Tenant, or the respective successors in function to those positions, for resolution, and these officers must meet promptly after the dispute is referred to them and must attempt in good faith, and using reasonable efforts to resolve the matter equitably to the satisfaction of the Parties;
- (c) if the officers in subparagraph (b) cannot resolve the dispute within 20 days after it is referred to them, the dispute must be referred to the board of trustees of the Landlord and the council of the Tenant for resolution through negotiations between them, which must be carried out in good faith, and using reasonable efforts to resolve the matter equitably to the satisfaction of the Parties;
- (d) if the board of trustees of the Landlord and the council of the Tenant cannot resolve the dispute within 30 days after it is referred to them, then the Parties shall share the cost of a moderator or mediator and continue to try to resolve the dispute with the intent of achieving a mediated resolution; and
- (e) if a mediated resolution is not achieved within 30 days after it is referred to mediation, then the dispute must be referred to arbitration by a single arbitrator appointed and acting under the *Arbitration Act* (British Columbia), and the costs of the arbitration will be equally shared by the Parties.

ARTICLE 12

ASSIGNMENTS, TRANSFERS AND OTHER ENCUMBRANCES

12.1 Assignment or Subletting:

The Landlord and the Tenant propose to enter into the Theatre Operating Agreement with the Oliver Community Theatre Society (the "Theatre Operator"). The Tenant shall not otherwise transfer, assign, sell or mortgage any of its estate, interest or rights under this Lease, nor sublease the whole or any part of the Premises, nor grant any concession, franchise or license or right of occupancy, within or with respect to the Premises to any person, (any transfer, assignment, sale, mortgage, sublease, grant of concession, franchise, licence or right of occupancy is herein called a "Disposition"), without in any case the prior written consent of the Landlord, which consent the Landlord may not unreasonably withhold. This prohibition shall be construed to include a prohibition against any assignments or subletting by operation of law. If the Tenant is a body corporate, then the sale, transfer or other disposition of the shares or securities of the Tenant or the Theatre Operator or any other event which alters the control or the direct or indirect ownership of the Tenant shall be deemed an assignment of this Lease and subject to the consent of the Landlord as above. In addition, the Tenant shall not permit any business to be operated in or from the Premises by any concessionaire, franchisee, licensee or any other person without the prior written consent of the Landlord first had and obtained. If the Landlord consents to a Disposition such consent shall be subject to the following conditions:

- (a) the annual Rent under the Lease shall be the greater of the Prepaid Rent and the then current market rent as determined by the Landlord in its discretion;
- (b) the Tenant shall cause any assignee, subtenant, concessionaire, franchisee, licensee or occupant to promptly execute an agreement in writing with the Landlord, in such form and content as the Landlord may require, agreeing to be bound by the terms and conditions contained in this Lease, as if such assignee, subtenant, concessionaire, franchisee, licensee or occupant had originally executed this Lease as the Tenant; and

- (c) any Disposition shall contain a covenant against any further Disposition without the consent of the Landlord and that any sublessee or assignee will not enter into a further Disposition, and if it does so, it and the Tenant will be in breach of the terms of this Lease.

Whenever the Tenant requests the Landlord's consent to a Disposition, the Tenant shall submit to the Landlord, concurrently therewith, the name of the proposed assignee, subtenant or other person and, if required by the Landlord, the most recent financial statements of the proposed assignee, subtenant or other person and such further information as to the nature of its business and its financial responsibility and standing as the Landlord may reasonably require. Notwithstanding any consent being given by the Landlord and any Disposition being effected, the original Tenant hereunder shall remain bound to the Landlord for the fulfillment and performance of all the terms, conditions, covenants and agreements herein contained. No consent by the Landlord shall constitute a waiver of the necessity for such consent to any subsequent Disposition. If the Tenant requests that the Landlord consent to a Disposition, the Tenant shall forthwith pay to the Landlord as additional rent, the Landlord's reasonable legal fees, disbursements and expenses in connection therewith and an administrative charge of \$400. The Tenant shall not in any way advertise that the Premises are available for lease or sublease, without the prior written approval of the Landlord.

12.2 Landlord Rights on Disposition:

In the event that the Tenant gives notice to the Landlord requesting consent to a Disposition, the Landlord shall have the right to give notice to the Tenant within fifteen days after the date on which the Landlord receives the request for consent from the Tenant, to elect to cancel this Lease in preference to the giving of such consent. In the event that the Landlord elects to cancel this Lease as aforesaid, the Tenant shall notify the Landlord in writing within fifteen days thereafter of the Tenant's intention either to refrain from such Disposition or to accept the cancellation of this Lease. Should the Tenant fail to deliver such notice to the Landlord within such period of fifteen days, this Lease will thereby be terminated upon the expiration of the said fifteen day period and the Tenant will deliver up vacant possession of the Premises on such date of termination. If the Tenant advises the Landlord within such fifteen day period that it intends to refrain from such Disposition, then the Landlord's election to cancel this Lease as aforesaid shall become null and void.

12.3 Subordination:

This Lease is and shall be subject, subordinate and postponed to all easements, easement and indemnity agreements, rights of way, covenants, restrictive covenants, equitable charges or similar charges (herein collectively called the "Development Charges") which may now or hereafter charge or affect the Lands or such leases and the parcels of leasehold land thereby demised and to all renewals, modifications, consolidations, replacements and extensions of such Development Charges, to the intent that, without execution of any document other than this Lease, such Development Charges and all renewals, modifications, consolidations, replacements and extensions thereof shall have priority over this Lease notwithstanding the respective dates of execution or registration thereof and notwithstanding the provisions of this paragraph which follow. Without limiting the generality of the foregoing, the Tenant agrees to execute promptly any document in confirmation of such subordination, postponement and priority that the Landlord may request. The Tenant hereby irrevocably constitutes and appoints the Landlord the agent and attorney of the Tenant for the purpose of executing any such document and of making application in the name of the Tenant at any time and from time to time to register postponements of this Lease in favour of any such Development Charges or any renewal, modification, consolidation, replacement or extension of any such Development Charges in order to give effect to the foregoing provisions.

12.4 Estoppel Certificates:

The Tenant will at any time and from time to time upon no less than five business days prior notice execute and deliver to the Landlord or a prospective purchaser of the Lands or the whole or any portion of the Landlord's interest in the Lands, a statement in writing confirming the terms of this Lease, certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the modifications and that the same is in full force and effect as modified), the amount of the Rent then being paid hereunder, the dates to which Rent and other charges hereunder

have been paid, that the Landlord and the Tenant have complied with all terms of this Lease (or, if not, specifying the default), that the Premises are acceptable to the Tenant, that there are no outstanding set-offs or equities disclosed or undisclosed as between the Landlord and the Tenant, the amount of any Rent prepaid by the Tenant to the Landlord, that all the Landlord's work has been completed and accepted by the Tenant, and any other matters pertaining to this Lease in respect of which the Landlord may desire certification. The Tenant hereby irrevocably constitutes and appoints the Landlord the agent and attorney of the Tenant for the purpose of executing and delivering such certificate or certificates for and on behalf of the Tenant.

12.5 Assignment by Landlord:

In the event of the sale or lease by the Landlord of the Lands or a portion thereof containing the Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser, the tenant under such lease or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations.

ARTICLE 13 **INTERPRETATION AND MISCELLANEOUS**

13.1 Definitions:

In this Lease the following words shall have the following meanings:

- (a) **"Buildings"** means the buildings currently situate on the Lands as altered, expanded or reduced from time to time, together with such additional buildings as may at any time hereafter be added to the Lands;
- (b) **"Expenses"** shall mean and include all expenses in connection with the operation and maintenance of the Buildings and Lands and without restricting the generality of the foregoing shall include repairs and replacement to and maintenance of the operation of the Buildings, fuel and operating expenses incurred in providing hot and cold water, and in heating, ventilating and air-conditioning, elevator service, electric power and all other utilities supplied to the Premises, the costs of painting and otherwise maintaining the interior and exterior of the Buildings, the costs of snow removal, landscape maintenance, repaving, refuse removal, the costs of repairing and maintaining the roof of each Building, all insurance expenses and premiums paid or incurred by the Landlord for insurance against physical loss or damage to the Buildings, the boiler, pressure vessels, air-conditioning equipment and other equipment in the Buildings, public liability insurance effected by the Landlord, loss of rental income, third party liability coverage and all other forms of insurance as the Landlord may effect from time to time in respect of the Buildings. Expenses shall include all goods and services taxes or value added taxes or similar taxes or charges which may be imposed or assessed in respect of any of the foregoing and any capital taxes which may in the future apply to the Buildings; provided however that Expenses shall not include interest on debt, capital retirement of debt or income taxes of the Landlord;
- (c) **"Expenses and Taxes"** shall mean the aggregate of the Expenses and the Taxes;
- (d) **"Landlord"** means the Landlord specified in section 1.1(2) and its successors and assigns;
- (e) **"Lands"** shall mean the lands described in Schedule A;

- (f) **“Lease Year”** shall mean a twelve month period commencing on the first day of January in any calendar year and ending on the last day of December in that calendar year provided that the first Lease Year shall commence on the date of commencement of the Term and end on the last day of December next following and the last Lease Year shall commence on the first day of January of the calendar year during which the Term expires and end upon the expiry of the Term;
- (g) **“Premises”** means the premises described in Schedule A;
- (h) **“Prepaid Rent”** means the Prepaid Rent specified in section 1.1(12);
- (i) **“Taxes”** means the aggregate of all taxes, local improvements or similar rates, duties, assessments or charges, municipal realty taxes, water taxes, school taxes, local improvement taxes, special area levies and any other taxes, rates, duties, assessments both general or special and any rate, duty, assessment, charge or tax levied, charged or assessed in lieu thereof, now or at any time hereafter levied or imposed upon or in respect of the Lands or Buildings or any part thereof by any governmental authority whether federal, provincial, municipal or otherwise, together with all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by the Landlord in good faith contesting or appealing any such taxes, levies, rates, assessments or charges levied in lieu thereof, any expenses incurred by the Landlord in obtaining or attempting to obtain a reduction thereof;
- (j) **“Tenant”** means the person, firm or corporation specified in section 1.1(4) and except where the context is inconsistent therewith, also includes, if the Tenant is a firm or corporation, its successors and permitted assigns, and if the Tenant is a person, his or her heirs, executors, administrators and permitted assigns;
- (k) **“Term”** means the term of this Lease, which shall commence upon the date specified in section 1.1(8), and shall expire on the expiry of the period of time specified in section 1.1(7).

13.2 No Representation By Landlord:

There is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodelling or decorating of or installation of equipment or fixtures in the Premises or the Building except such, if any, as is expressly set forth in this Lease. This Lease constitutes the entire agreement between the Landlord and Tenant relating to the subject matter hereof. This Lease may be amended only by an agreement in writing signed by the Parties. Neither Party is bound by any representations, warranties, promises, agreements or inducements not embodied herein, all of which, if any, are superseded by this Lease.

13.3 Notices:

Any notice, demand, request, consent or objection (herein collectively called the “Notices”) required or contemplated to be given or made by any provision of this Lease shall be given or made in writing and either delivered personally or sent by registered mail, postage prepaid, addressed to the Landlord at the address specified in section 1.1(3) or to the Tenant at the address specified in section 1.1(5) or such other address in British Columbia as the Landlord or the Tenant may from time to time advise in writing. The Notices shall be deemed to have been received, if delivered personally, upon delivery and if mailed, forty-eight hours after the mailing thereof in a Post Office in the Greater Vancouver area of British Columbia, provided that if mailed and there is between the time of mailing and the actual receipt of the Notices, a mail strike, slow down or other labour dispute which might affect delivery of the Notices then such Notices shall only be effective if actually delivered. If in this Lease two or more persons are named as the Tenant, the Notices shall be deemed given to all such persons by giving the Notices to any one of such persons.

13.4 No Changes or Waivers:

No assent or consent to changes in or waiver of any of the provisions of this Lease in spirit or letter shall be deemed or taken as made unless the same be done in writing and attached to or endorsed hereon by the Secretary-Treasurer of the Landlord. Any other employees, agents and representatives of the Landlord, unless specifically authorized in writing by the Landlord, are not authorized to amend this Lease and any such unauthorized alterations, amendments or qualifications shall be null and void.

13.5 No Agents:

As part of the consideration for the granting of this Lease, the Tenant represents and warrants to the Landlord that no broker or agent engaged by the Tenant has received or is to receive any commission, finder's fee or other consideration for negotiating or consummating this Lease.

13.6 Heading:

The headings and marginal notes in this Lease no part of this Lease and shall be deemed to have been inserted for convenience of reference only.

13.7 Expropriation:

If the whole of the Premises shall be acquired or condemned by an authority having the power for such acquisition or condemnation then the Term and any renewal shall cease from the date of entry by such authority. If only a portion of the Buildings or the Lands shall be so acquired or condemned this Lease shall cease and terminate at the Landlord's option. In either event, however, and whether all or only a portion of the shall be so acquired or condemned, nothing herein contained shall prevent the Landlord or the Tenant or both from recovering damages from such authority for the value of their respective interests or for such other damages and expenses allowed by law.

13.8 No Registration:

The Landlord shall not be obligated to deliver this Lease in a form that is registrable under the *Land Title Act* of British Columbia. The Tenant agrees not to apply for registration of this Lease, or any interest therein, in the Land Title Office.

13.9 Interpretation:

This Lease shall enure to the benefit of and be binding upon the Parties, the successors and assigns of the Landlord, and the heirs, administrators, executors, successors and permitted assigns of the Tenant. Wherever the singular or masculine or neuter is used in this Lease, the same shall be deemed to include the plural or the feminine, or body politic or corporate and the respective heirs, executors, administrators, successors and assigns or permitted assigns of the Parties, and each of them where the context so requires. This Lease shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Lease shall be construed as covenants and agreements as though the words imparting such covenants and agreements were included in each separate paragraph or article. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from this Lease and the remaining provisions and conditions shall remain in force and be binding upon the Parties as though the illegal or unenforceable provision or provisions or conditions had never been included in this Lease.

13.10 No Partnership or Agency:

Nothing contained in this Lease nor any of the acts of the Parties shall be deemed to create any relationship of partnership or agency, nor any other relationship between the Parties other than the relationship of Landlord and Tenant.

Time shall be of the essence of this Lease.

14.1 Renewal:

IN WITNESS WHEREOF the Parties have executed this Lease on the day and year set forth above.

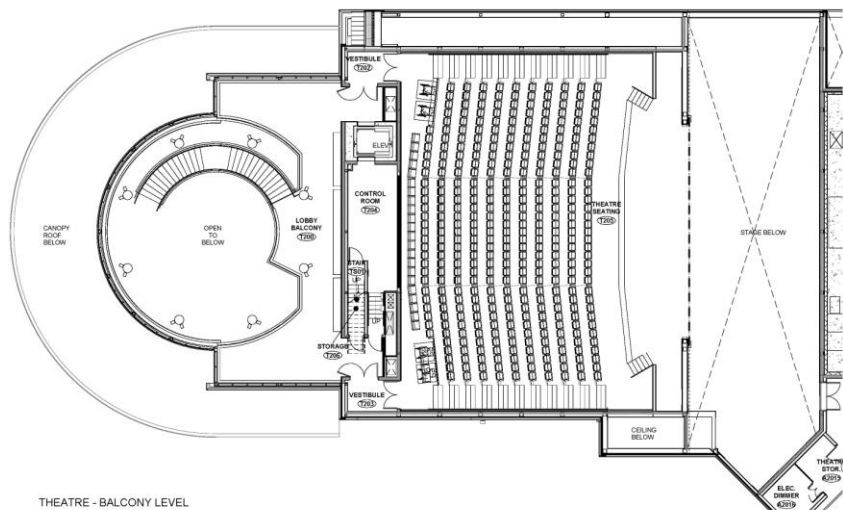
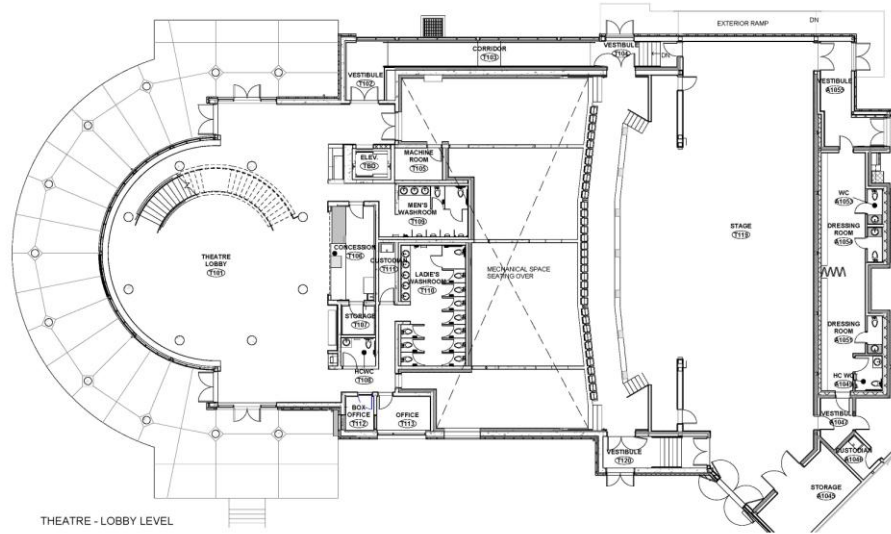
Duly executed and delivered on behalf of)
REGIONAL DISTRICT OF OKANAGAN-)
SIMILKAMEEN by its duly authorized signatory:)
))
_____))
Name: _____))
Title: _____)

SCHEDULE A

Premises

THE AREA SHOWN OUTLINED IN BOLD ON THE ATTACHED DRAWING, BEING A PORTION OF THE BUILDING LOCATED ON THE LANDS HAVING THE FOLLOWING LEGAL DESCRIPTION:

PARCEL IDENTIFIER: 010-562-401 BLOCK 32 DISTRICT LOT 2450S
SIMILKAMEEN DIVISION YALE DISTRICT PLAN 4297



FRANK VENABLES THEATRE
THEATRE OPERATING AGREEMENT

(this “**Agreement**”) dated for reference the ____ day of _____, 2015,

BETWEEN:

OLIVER COMMUNITY THEATRE SOCIETY

having an office at 6100 Gala Street, Oliver, BC V0H 1T0

(“**Theatre Operator**”)

AND:

REGIONAL DISTRICT OF THE OKANAGAN SIMILKAMEEN

having an office at 101 Martin Street, Penticton, British Columbia V2A 5J9

(“**RDOS**”)

AND:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

having an office at 6161 Okanagan Street, Oliver, British Columbia V0H 1T0

(“**SD53**”)

WHEREAS:

- A. SD53 is the legal and beneficial owner of the Frank Venables Theatre (the “**Theatre**”) located in the building at 6100 Gala Street, Oliver British Columbia as more particularly described in Schedule A attached hereto;
- B. SD53 is the legal and beneficial owner of Specialized Theatre Equipment (defined below);
- C. SD53 has leased the Theatre to RDOS pursuant to the terms of a lease dated for reference the __ day of _____, 2015 (the “**Lease**”); and
- D. The Theatre Operator, RDOS and SD53 (collectively, the “**Parties**” and individually, a “**Party**”) wish to enter into this Agreement to document their respective rights and obligations with respect to the operation of the Theatre.

WITNESSES THAT in consideration of the mutual promises, conditions, covenants and agreements set forth herein, the Parties agree as follows:

PART I – ADMINISTRATION

1. Interpretation

In this Agreement:

“Booking Block” means a single block of booked and contracted time of a set number of hours in duration for a single rehearsal or performance in the Theatre;

“Capital Reserve Fund” means a fund owned and administered by SD53 for future capital improvements, repairs, replacements, capital equipment and Specialized Theatre Equipment purchases for the Theatre, and insurance deductibles for the Theatre, in accordance with the terms of this Agreement;

“Joint Use Advisory Committee” means the Joint Use Advisory Committee to be established pursuant to this Agreement, comprised of the Superintendent of SD53 and the Chief Administrative Officer of RDOS, or their designates from time to time;

“SOSS” means the Southern Okanagan Secondary School;

“Specialized Theatre Equipment” includes all fittings, furnishings, apparatus installed or permanently stored in the Theatre, fixed and portable seating, theatre lighting fixtures, rigging and controls, audio and video equipment including access catwalks and control rooms located in the Theatre, including but not limited to the equipment described in Schedule B attached hereto;

“Theatre Technician” means a qualified person who has been approved by the Theatre Operator to access and operate Specialized Theatre Equipment;

“Town” means the Town of Oliver; and

“User Group” means any person, corporation, society or other group (including SOSS, SD53 and the Theatre Operator using the Theatre for its own benefit) that makes use of the Theatre from time to time.

2. Term and Termination

(a) Except as provided herein, the term of this Agreement shall begin on _____, 2015 and shall continue for 5 years less two days thereafter (the **“Term”**).

(b) The Theatre Operator may terminate this agreement due to cancellation of funding or lack of available funding authority from RDOS. Written confirmation of the intention to terminate must be given by the Theatre Operator to the other Parties at least three months prior to the effective date of termination.

- (c) Notwithstanding anything herein to the contrary, the Joint Use Advisory Committee may terminate this Agreement for whatever reason, on one (1) year's prior written notice to the Theatre Operator and in such event, each of the Parties will be unconditionally released from any of their respective obligations herein, save and except for those obligations which are outstanding as of the said date of termination and SD53 and RDOS shall not be liable to compensate the Theatre Operator for any damages, costs or losses resulting from the exercise of this right of termination.
- (d) The Parties shall commence discussions one year prior to the scheduled termination date of this Agreement, concerning potential renewal of this Agreement for a further term. The Theatre Operator has no right of renewal.
- (e) Notwithstanding anything herein to the contrary or any agreement by the Parties to renew, this Agreement shall automatically terminate on the date of termination of the Lease and in such event, each of the Parties will be unconditionally released of any of their respective obligations herein, save and except for those obligations which are outstanding as of the said date of termination and SD53 and RDOS shall not be liable to compensate the Theatre Operator for any damages, costs or losses resulting as a result of the said termination.

PART II – ENGAGEMENT, OPERATION AND MAINTENANCE

3. Role and Responsibilities of Theatre Operator

SD53 and RDOS hereby engage the Theatre Operator to promote, manage, operate, upkeep and market the Theatre during the Term on the terms and conditions set forth herein, and the Theatre Operator hereby accepts such engagement. The Theatre Operator shall perform and fulfil such services that are appropriate or necessary to operate, upkeep, and maintain, manage, market and promote the Theatre in a manner consistent with other similar facilities, and with the requirements contained in this Agreement. Without limitation, the operation and management of the Theatre by the Theatre Operator shall include the performance of the following specific duties by the Theatre Operator, subject always to the direction and approval of the Joint Use Advisory Committee:

- (a) Engage sufficient personnel (either paid or volunteer) to:
 - (i) schedule, confirm and contract rentals and other bookings and activities in the Theatre, including, but not limited to:
 - (ii) establish booking procedures and standard form rental contracts and policies regarding insurance, alcohol licensing, etc.;
 - (iii) execute and enforce all rental contracts with User Groups;
 - (iv) collect all rental charges and fees for events in the Theatre; and

- (v) provide rental liaison with prospective User Groups;
- (b) Market and promote the Theatre to potential renters and audiences, including but not limited to establishing and carrying out marketing campaigns for rentals, engaging local audiences, and developing volunteers and donors;
- (c) Supervise and assist User Groups while using the Theatre's lobby, concession, box office, stage and theatre equipment, including:
 - (i) Arranging for access to User Groups and potential User Groups; and
 - (ii) Supervising house management and establish, engage and train volunteers to assist as ticket takers, ushers, marketing and technical interns;
- (d) Maintain a roster of trained Theatre Technicians qualified in the operation, care, maintenance and troubleshooting of Specialized Theatre Equipment to ensure that the use of Specialized Theatre Equipment is assisted and supervised by a qualified Theatre Technician;
- (e) Maintain Theatre furnishings, lobby, concession, box office and Specialized Theatre Equipment, including:
 - (i) reporting any malfunction or damage to Specialized Theatre Equipment and facilitating through the Joint Use Advisory Committee the timely repair or replacement of such Specialized Theatre Equipment; and
 - (ii) arranging for custodial care and regular cleaning of the Theatre in accordance with the terms of the Lease;
- (f) Operate the Theatre in a manner consistent with industry standards for a theatre of this size and character and consistent with any approved marketing plan or business plan proposed by the Theatre Operator and approved by the Joint Use Advisory Committee;
- (g) Maintain the Specialized Theatre Equipment necessary for the provisions of events at the Theatre;
- (h) On or before September 1 of each year, commencing September 1, 2015, submit to the Joint Use Advisory Committee for review and recommendation to the RDOS, as presented or with amendments, a budget for the operation of the Theatre for the fiscal year commencing July 1 of the following year;
- (i) Upon the said approval of the budget, to operate in a manner that does not create significant variance from the approved budget;
- (j) Maintain and provide the Joint Use Advisory Committee with full access to accurate and up-to-date financial records and reports regarding rentals, income and expenses of the operations of the Theatre; and

- (k) Such other duties as the Joint Use Advisory Committee may reasonably require from time to time consistent with the use and operation of a Theatre.
4. Maximum Use and Benefit Objective
The Parties agree that a principal goal of the Theatre is to balance the objective of providing the community the benefits of arts engagement through maximizing use of the Theatre by audiences and User Groups with the need to generate earned revenues from rentals and other fees and charges.
5. Booking in Advance
The Parties agree that no User Group may use the Theatre without booking each use in advance through the Theatre Operator.
6. SD53 Bookings
The Parties agree that SD53 will maintain a special category of theatre rental and use which includes priority booking access (with a time limit) and a limited number of Bookings Blocks for both rehearsal and performance at no charge. These special conditions are outlined in Schedule C – Facility Rental Guidelines and Booking Policy. These conditions may only be revised or updated with the unanimous approval of the Joint Use Advisory Committee.
7. Solicitation
The Theatre Operator may solicit and receive operating revenues from any or all of the following sources:
- (a) earned income including from rental fees; fees for service; technician fees; concession income; box office income and ticket charges; merchandise charges;
 - (b) additional charges/surcharges levied on audience members other than those attending SD53 events for which an admission is not charged;
 - (c) donations, grants and contributions from individuals, foundations, NGOs, corporations, governments and others; and
 - (d) any other revenue sources approved by the Joint Use Advisory Committee.
- The Theatre Operator may not use the name or trade-mark of any other Party in any marketing material or other communication without the express prior written approval of that Party. The Theatre Operator shall not offer any donor, contributor or sponsor any ongoing recognition, naming rights or other ongoing benefit except as may be expressly approved in advance by the Joint Use Advisory Committee.

8. Ownership of Specialized Theatre Equipment

The Theatre Operator may solicit funding for Specialized Theatre Equipment, provided however, that any additional Specialized Theatre Equipment acquired by the Theatre Operator during the term of this Agreement shall be deemed owned by SD53.

9. Joint Use Advisory Committee

Any decision of the Joint Use Advisory Committee will be by consensus. Each member of the Joint Use Advisory Committee has discretion to act in the best interests of the Party he or she represents, and is responsible for obtaining such authority from that Party as the member needs. The Joint Use Advisory Committee's responsibilities shall include, but not be limited to, the following:

- (a) act in an advisory capacity to the Parties;
- (b) oversee this Agreement and the annual appraisal of the Theatre Operator;
- (c) review and approve, initially and in respect of any updates or changes proposed by the Theatre Operator, the following:
 - (i) Facility Rental Guidelines and Booking Policy pursuant to Schedule C;
 - (ii) Rental fees, charges, surcharges, adjustments and rate structures for users of the Theatre;
 - (iii) Standard form rental contracts, policies, and insurance requirements; and
 - (iv) Minimum skills and training requirements for the Theatre Technicians;
- (d) review annually questions with respect to the Capital Reserve Fund from the Theatre Operator, SOSS and the public; and
- (e) review and provide recommendations to the Parties regarding any proposed permanent Theatre naming sponsorship or physical acknowledgements (such as plaques, permanent signs or banners) to recognize a financial or in-kind donation or contribution. Any such sponsorship, donation or contribution may only be accepted after the express written approval of the Parties.

10. SD53 Contributions to Repairs and Maintenance

Notwithstanding the terms of the Lease, SD53 will provide the following at its own cost:

- (a) parking lot, sidewalk and landscaping maintenance and repair and snow removal;
- (b) annual custodial service including carpet cleaning, high level dust removal and window cleaning;
- (c) utilities used in connection with the Theatre including, without limitation, water, gas, heat, air-conditioning, electricity, telephone and internet;

- (d) repair of mechanical and building components to SD53's standards, subject to availability of funds in the Capital Reserve Fund; and
- (e) repair and maintenance of Specialized Theatre Equipment, subject to availability of funds in the Capital Reserve Fund.

PART III – FINANCIAL ARRANGEMENTS

11. RDOS Operating Contribution

Subject to annual budget approval by the RDOS Board of Directors and paragraph 12, RDOS will provide an operating subsidy to the Theatre Operator to assist in funding operating costs and maintenance (other than the components referenced in paragraph 10) that are not covered by rental fees and other revenues generated by the Theatre Operator.

12. RDOS Funding Mechanism

Subject to statutory requirements, the joint funding to be provided under paragraph 11 shall be a joint, local service fee established by RDOS under Part 24, Division 4.1 of the *Local Government Act*, with the Town and Electoral Area C of RDOS being specified as the participating areas for the said services.

13. Budget Review

In each year of this Agreement, the Joint Use Advisory Committee will review and specifically make non-binding recommendations regarding contributions and tax requisition amounts contained in the upcoming draft budget of the Theatre Operator. The Theatre Operator and the Joint Use Advisory Committee shall thereafter, but prior to October 15 of each year, submit their draft budget and their recommendations, respectively, to the RDOS for approval.

14. Capital Reserve Fund

SD53 shall establish and maintain a Capital Reserve Fund for future improvements to the Theatre. The initial contribution to the Capital Reserve Fund will consist of any remaining community donations that were received through the Adopt-a-Seat fundraising campaign and have not already been spent on or allocated to the purchase of Specialized Theatre Equipment or other Theatre expenses. SD53 shall accept additions to the Capital Reserve Fund from designated donations or grants, or from transfers from the Parties. SD53 may invest funds contained in the Capital Reserve Fund and shall accumulate all interest earned from such investments in the Capital Reserve Fund. While this Agreement is in effect, expenditures may only be made out of the Capital Reserve Fund with the recommendation of the Joint Use Advisory Committee. Upon termination of this Agreement, unless otherwise agreed in writing by SD53 and RDOS, SD53 shall pay 50% of any funds remaining in the Capital Reserve Fund to RDOS for use in the discretion of RDOS, and SD53 shall be free to use the remainder in its discretion.

15. Contributions

The Theatre Operator shall, from time to time, contribute to the Capital Reserve Fund any donations, grants or revenue it receives for capital purposes or any operational surpluses that have been accumulated in excess of its needs for current operations and reasonable operating reserves as budgeted and approved by the RDOS.

16. Capital Funding Shortfalls

If the Joint Use Advisory Committee identifies a capital improvement for which there are insufficient funds in the Capital Reserve Fund and recommends that the Parties contribute additional funds to the Capital Reserve Fund, and if SD53 and the RDOS each agree in writing, in their respective absolute discretion, to contribute such additional funds, then unless otherwise agreed in writing by the Parties, such contributions shall be made in proportion to the number of Booking Blocks or portions thereof, over the preceding five years or less if this Agreement is less than five years old at the time, as follows:

- (a) SD53's share of funding shall be equal to the total number of Booking Blocks or portions thereof, used by SD53 and its member schools, divided by the total of all Booking Blocks; and
- (b) RDOS's share of funding shall be equal to the total number of Booking Blocks or portions thereof, of User Groups other than SD53 and its member schools, divided by the total of all Booking Blocks.

PART IV – LEGAL AND OTHER

17. Liability Insurance

The Theatre Operator shall maintain, at the cost of the Theatre Operator, comprehensive general liability insurance in the amount of not less than \$5,000,000.00 against claims for personal injury, property damage and death arising out of the use or occupation of the Theatre. Such insurance shall name SD53 and RDOS as additional insured. Such policies of insurance must contain terms, conditions and deductibles satisfactory to SD53 and RDOS acting reasonably.

18. Property Damage Insurance

SD53 is insured under the British Columbia Schools Protection Program (the "SPP"), a self-insurance program administered by the Risk Management Branch of the British Columbia Ministry of Finance in conjunction with the British Columbia Ministry of Education (collectively, the "Province").

The Theatre Operator and RDOS acknowledge that, under the SPP, the Province reserves discretion regarding funding for building repairs or replacement. If the Theatre is destroyed or damaged, then SD53 agrees to request under the SPP, within thirty days

after occurrence of such destruction or damage, that the Province provide capital funding for the repair or replacement of the Theatre, provided always that SD53 shall not be liable to the Theatre Operator or RDOS if the Province elects not to fund such repair or replacement. If in response to such a request SD53 receives funding from the Province under the SPP and authority to apply such funds to the repair or replacement of the Theatre, then SD53 shall apply those funds as so authorized.

19. Insurance Certificates

The Theatre Operator shall provide a certificate of insurance to the other Parties prior to the Commencement Date.

20. Indemnity

The Theatre Operator shall indemnify, defend and hold harmless SD53 and RDOS and their respective elected officials, officers, employees and agents (collectively the “**Indemnity**”) from and against:

- (a) any and all claims, suits, lawsuits, injuries, damages, liabilities and expenses (including, without limitation, reasonable legal fees and expenses on a solicitor-client basis) and costs of investigation (whether or not litigation occurs), (collectively, the “**Losses**”), occasioned in connection with, or arising, or alleged to rise from, wholly or in part, any breach by the Theatre Operator of any representation, warranty, covenant or agreement contained herein; and
- (b) any and all Losses occasioned in connection with, arising or alleged to arise from, wholly or in part,
 - (i) any act or omission or violations of any applicable law, rule, regulation or order, of or by the Theatre Operator, or any of its agents, owners, officers, directors, members, managers, representatives, suppliers, employees, servants, players, guests, invitees, participants or performers; or
 - (ii) the Theatre Operator’s exercise of the privileges herein granted, except to the extent any such Losses were caused by the negligence of the Party seeking indemnity, or its employees or agents.

It is the intent of this indemnity provision that it shall apply, without limitation, to any claims by employees of the Theatre Operator or any third party against SD53 or RDOS. The indemnification herein will survive any termination or expiration of this Agreement.

21. Unavoidable Delay

Except as otherwise expressly provided, if any whenever to the extent that a Party shall be prevented, delayed or restricted in the fulfilment of any of their respective obligations hereunder by reason of fire, flood, earthquake or other act of God, civil commotion, war like operation, invasion, rebellion, hostilities, sabotage, strike, or work stoppages or being

unable to obtain any material, service, utility, or labor required to fulfil such obligation, or by reason of any statute, law, or regulation of or inability to obtain any permission from any governmental authority having lawful jurisdiction, preventing, delaying, restricting such fulfillment, or by reason of other unavoidable occurrence, that the time for fulfillment of such obligations shall be extended during the period in which the said circumstance operates to prevent, delay, or restrict the fulfillment thereof, the other Parties shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

22. Signing Authority

Each of the Parties represents to the other Parties that it has obtained all required authority from its respective governing body to enter into this Agreement and to carry out the actions contemplated herein.

23. Communications

Unless otherwise expressly provided in this Agreement, any notice or other communication which is or may be required to be given under this Agreement must be in writing and either delivered or sent by facsimile or e-mail transmission, addressed as follows or to such other address, facsimile number or e-mail address of which notice has been given as provided in this Agreement:

to Theatre Operator:

Oliver Community Theatre Society
6100 Gala Street
PO Box 1680
Oliver, BC V0H 1T0
Attention: President
E-mail Address: _____

to SD53: The Board of Education of School District 53 (Okanagan Similkameen)
6161 Okanagan Street
PO Box 1770
Oliver, BC V0H 1T0
Attention: Superintendent
Facsimile number 250-485-0909

to RDOS: Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A
Attention: Corporate Officer
Facsimile number: 250-492-0063

24. Delivery of Notice

Any notice or other communication which is delivered shall be deemed given on the next business day after delivery. Any notice or other communication which is sent by facsimile or e-mail transmission shall be deemed given on the next business day following the day on which it was transmitted. If a Party changes its address or contact information, or both, it must properly give notice of its new address or contact information, or both, to the other Parties.

25. Dispute Resolution

If there is any dispute regarding the interpretation, the performance, breach or negotiation, of this Agreement, any Party may give notice of dispute to the other Parties. In the event of a dispute the following procedures will be used in sequence to seek a resolution; provided however that by unanimous consent, the Parties may by agreement in writing omit or substitute procedures as they see fit:

- (a) a representative of each Party having authority to settle the dispute must meet with representatives of the other Parties within 10 days after the notice of dispute is given and must attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of all Parties;
- (b) if the dispute is not settled by the designated representatives within 10 days after the notice of the dispute is given, the dispute must be referred to the President of the Theatre Operator, the Superintendent of SD53 and the Chief Administrative Officer of RDOS, or the respective successors in function to those positions, for resolution, and these officers must meet promptly after the dispute is referred to them and must attempt in good faith, and using reasonable efforts to resolve the matter equitably to the satisfaction of all Parties;
- (c) if the officers in subparagraph (b) cannot resolve the dispute within 20 days after it is referred to them, the dispute must be referred to the boards of the Theatre Operator and SD53 and the council of RDOS for resolution through negotiations between them, which must be carried out in good faith, and using reasonable efforts to resolve the matter equitably to the satisfaction of all Parties;
- (d) If the boards of the Theatre Operator and SD53 and the council of RDOS cannot resolve the dispute within 30 days after it is referred to them, the Parties shall share the cost of a moderator or mediator and continue to try to resolve the dispute with the intent of achieving a mediated resolution; and
- (e) if a mediated resolution is not achieved within 30 days after it is referred to mediation, then the dispute must be referred to arbitration by a single arbitrator appointed and acting under the *Arbitration Act* (British Columbia). The costs of the arbitration will be equally shared by the Parties.

PART V - GENERAL

26. The Parties will execute and deliver all such further documents and assurances and to do and perform all such other acts and things as may be reasonably required to carry out the terms and conditions of this Agreement according to its true intent and meaning.
27. If any part of this Agreement is declared or held to be invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Agreement had been executed without the invalid portion.
28. This Agreement is to be construed according to the laws of the Province of British Columbia.
29. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the Parties so require.
30. The headings herein are intended solely for convenience of the Parties only, and no heading will be considered to affect the meaning or interpretation of any of the Agreement
31. All schedules attached to this Agreement are considered to be part of this Agreement.
32. The Theatre Operator covenants it will comply with all applicable laws, including, without limiting the generality of the foregoing, Federal and Provincial legislative enactments, zoning and building bylaws and any other government or municipal regulations with respect to the operation of the Theatre, and all applicable police, fire and sanitary regulations imposed by any Federal, Provincial or Municipal authorities, and all applicable bylaws, regulations and policies of RDOS and of SD53.
33. Any waiver by the Joint Use Advisory Committee of any breach of any term, covenant or condition of this Agreement by the Theatre Operator, shall not be deemed to be a waiver of any subsequent default by the Theatre Operator. Failure by the Joint Use Advisory Committee to take any action with respect to any breach of any term, covenant or condition of this Agreement by the Theatre Operator shall not be deemed to be a waiver of such term, covenant or condition.
34. The Theatre Operator shall not have the right to assign, sublicense, subcontract, mortgage, pledge or otherwise transfer this Agreement or any of the Theatre Operator's rights and obligations herein without the prior written consent of the Joint Use Advisory Committee, which consent may be arbitrarily withheld.

The corporate seal of the **REGIONAL DISTRICT
OF OKANAGAN SIMILKAMEEN** was hereunto
affixed in the presence of:

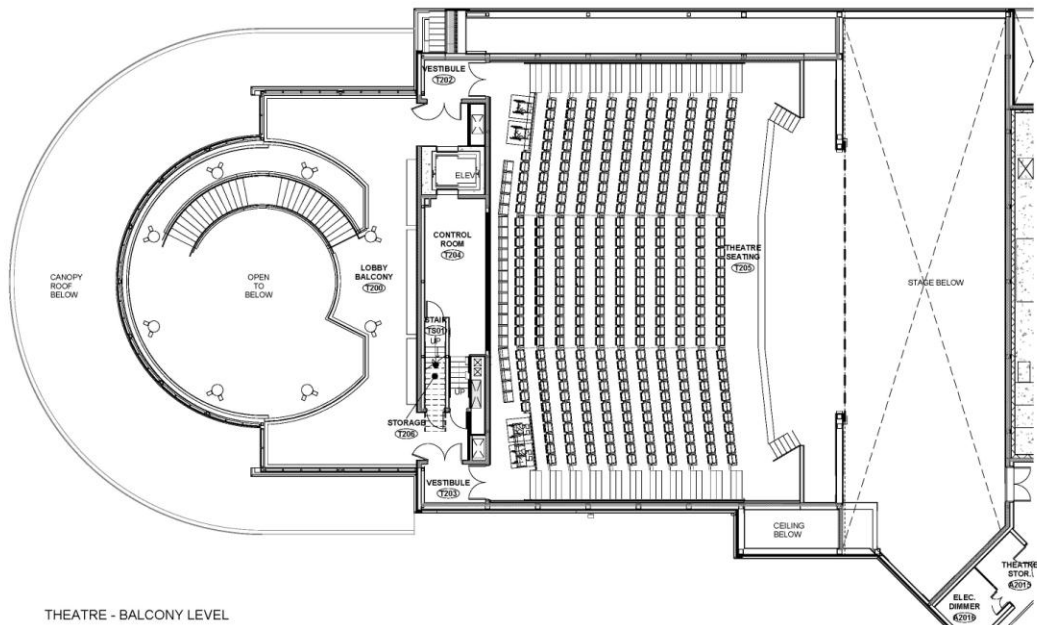
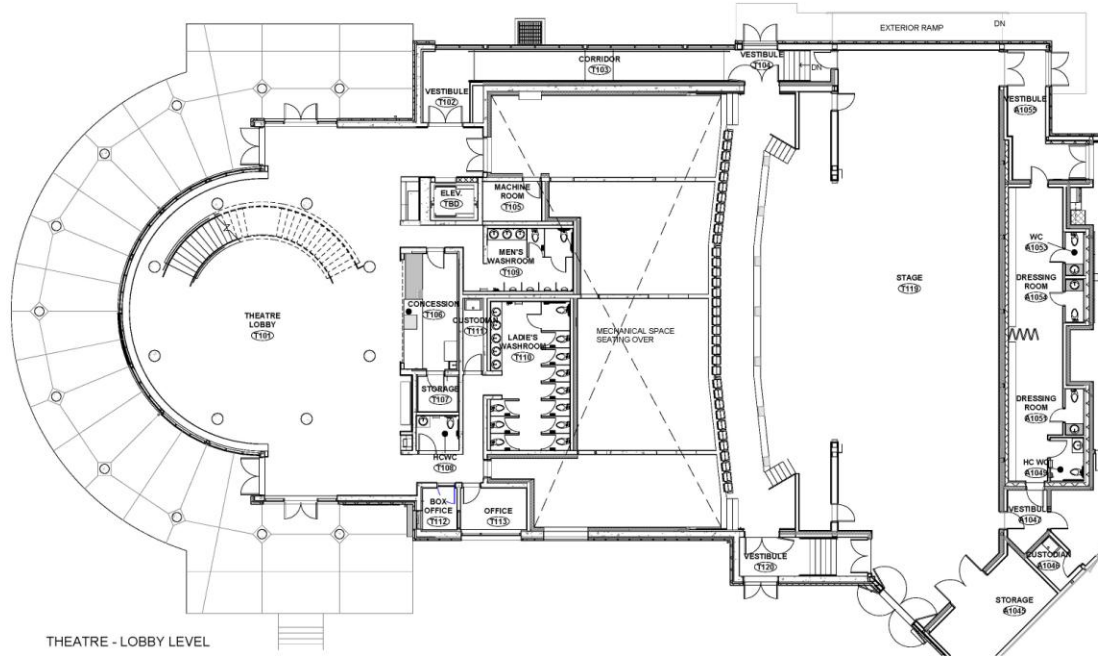
Authorized Signatory

Authorized Signatory

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seal

SCHEDULE A THEATRE FLOOR PLAN



SCHEDULE B
LIST OF SPECIALIZED THEATRE EQUIPMENT

Lighting System

ETC ION1000 Lighting Control Console

ETC FADW 2x20 Fader Wing

15 x Selador Vivid 11" LED Back Lighting

24 x Selador Vivid 11" LED Cvc Lighting

4 x Mac 350

58 x ETC S4 Lustr+ (Lens tube listed below)

-10 x 19° FOH2

-10 x 15° - 30° FOH 3

-10 x 15° - 30° FOH 4

-28 x 26°

2 x LDR Canto 1200 MSD/MSR Follow Spot

Audio System

Mixer - Yamaha CL1

Speakers:

Left & Right Array: Meyer UPQ-1P

Centre Array: 2 x Meyer UPJ-1P

Subs (flown above the lip of the stage): Meyer 600 HP

Stage Monitors 4 x QSC KW112

Microphones:

6 x Shure Beta 58

4 x Sennheiser EW152G3 (Wireless)

1 x MX412C Lecturn Mic

3 x Shure SM57

1 x Shure Beta 52

2 x Shure SM94

10 Mic stands with Boom

6 Straight mic stands

6 Table Top Mic stands

Communication

1 x Clearcom IF4WF – Paging Interface

1 x Clearcom RM-704 4 CH Remote station (Portable stage manager's rack)

1 x Clearcom GM-9 Gooseneck Mic

10 x Clearcom RS-701 - 1 CH Belt Pack

2 x RS-702 - 2 CH Belt pack

11 x Clearcom CC-95

2 x Clearcom CC-26K

Paging / Program Sound

Paging and program sound to dressing rooms, corridors and lounges.

Video System

1 x Barco RLM-W12 Video Projector w/ 2.17-2.9:1 Lens

Additional Stage Equipment

Yamaha G3 grand piano – owned by the South Okanagan Concert Society

6 Wenger musician chairs

4 Wenger ensemble stools

8 Manhasset music stands

Lectern – Mid-Atlantic with microphone

SCHEDULE C FACILITY RENTAL GUIDELINES AND BOOKING POLICY

Following is the policy and guidelines document for renting the Theatre in 2014. This document, along with rental rates and rental contracts, will be reviewed and updated annually as directed or approved by the Joint Use Advisory Committee.

Frank Venables Theatre Booking Policies and Rental Guidelines

The Frank Venables Theatre is operated by the Oliver Community Theatre Society (the “**Theatre Operator**”) under contract with the tenant of the Theatre, Area C of the Regional District of Okanagan-Similkameen (“**RDOS**”), and the owner of the Theatre, The Board of Education of School District No. 53 (Okanagan Similkameen)(“**SD53**”).

Rental categories for theatre rates

Rental rates, charges and access to booking varies depending on the type of User Group:

1. **SD 53** - the School District or its individual schools booking events and activities primarily for SD53 students and their invited audience members.
2. **Children and Youth** – Young people’s groups, other schools including music or dance instructors booking events and activities primarily for students.
3. **Local Groups** – organizations operating within the boundaries of the Town of Oliver, Area C of RDOS, and the School District of Okanagan-Similkameen, including non-profit organizations, groups or associations operating primarily within the boundaries established above.
4. **Other Organizations and Commercial** - groups operating primarily outside the local boundaries established above or presenting commercial events, or both.

Rental rates and charges are set annually and may include special rates for equipment, merchandising, piano rental, etc. The charges may also include a surcharge for each audience member attending an event in the Theatre, other than SD 53 events for which an admission is not charged.

Booking Policies and Procedures

The following policies and procedures cover access to booking the Frank Venables Theatre for User Groups:

1. All theatre use must be Booked in Advance

No User Group may enter or use the Frank Venables Theatre without booking each use in advance through the Theatre Operator.

2. Booking or Rental Blocks

Standard rental booking blocks are five hours long. User groups can choose a daily rate or book morning, afternoon or evening blocks between the hours of 7am and 12midnight. Additional charges are made for bookings which take place before or after those hours.

3. Booking Year for the Theatre

Bookings will be taken based on a Booking Year beginning September 1 of each year.

4. Priority Access to Booking

Priority Access to booking dates in the Theatre is offered only to SD53 and those local arts groups who use the theatre regularly.

- a. SD53 may place their hold on dates at least 14 months in advance of the start of each booking year. (As example, SD53 places their holds before June 30, 2014 for the booking year beginning September 2015.)
- b. Local arts groups who regularly use the Theatre may place their holds on dates at least 12 months in advance of each booking year, but not 14 months or more in advance, starting after the SD53 hold priority period. (As example, these user groups place their holds between July 1 and September 1, 2014 for the booking year beginning September 2015.)
- c. Following the deadlines for priority booking access, the above User Groups having priority may request additional dates but will select their dates in competition with all other User Groups. Unless a User Group has already submitted a rental contract and paid a deposit, a competing SD53 request will take priority.
- d. All dates held by User Groups through priority booking access are subject to the same booking process and procedures as outlined below.

5. Booking Process and Procedures

a. Requests for Dates

Requests for dates in the Theatre may be made by any User Group at any time, but requests by User Groups other than SD53 cannot be guaranteed, held or confirmed until after the deadlines have passed for priority access bookings.

b. Tentative Holds

Following the deadlines for priority bookings, any User Group may place a hold on available dates in the theatre. Tentative holds which are not confirmed by submission of a rental contract and payment of a deposit prior to a SD53 request and at least four months in advance of the dates being held may be cancelled.

c. Second Holds

If two User Groups are both interested in the same dates, but neither is yet ready to confirm, a second (in line) tentative hold may be placed on the date.

d. Challenging a Hold

Any User Group may challenge any hold requested by another User Group (other than SD53) on a particular date. If this occurs, then the User Group that requested the hold has up to seven days after notification to confirm its booking of the Theatre by submitting the rental contract and deposit.

e. Confirmed Booking

A booking is confirmed when a User Group returns a completed and signed rental contract along with the deposit for the dates they have on hold.

f. Cancelling a Confirmed Booking

If a User Group (other than SD53) cancels a confirmed booking less than 90 days but more than sixty days prior to the first booked date, then the User Group forfeits the rental deposit. If the cancellation occurs 60 days or less prior to the first booked date, then the User Group (other than SD53) will be charged the full rental rate for the confirmed dates.

6. Contact information

All User Groups requesting dates or placing holds on the theatre must ensure that the Theatre Operator has accurate and up-to-date contact information for the User Group. One individual from the User Group must be assigned to act as liaison with the Theatre Operator. The Theatre Operator will ensure that any changes to the status of a booking request or hold is conveyed to the designated liaison in a timely fashion.

7. Right of Refusal

The Theatre Operator reserves the right to refuse any booking if, in the good faith opinion of any of the Theatre Operator, SD53, or RDOS, the booking could be unlawful, offensive, inappropriate or unsuitable for a community theatre located in a public school, or has the potential to cause harm to the facility, or to specialized theatre equipment, or to the reputation of the Theatre Operator, SD53, or RDOS.

8. Contracts must be signed and complete by Theatre users

All User Groups must sign and submit completed theatre rental contracts in the form required by the Theatre Operator prior to using the Frank Venables Theatre.

9. Rental Deposits

A deposit, representing half the contracted rental charges, must be received by the Theatre Operator with the completed rental contract to confirm a booking of the Theatre or lobby.

10. Payment of Rental Rates, Damage Deposit and all other charges

Payment in full for the rental rates, damage deposit, equipment rental, the estimate of technician charges and all other charges as outlined in the rental contract must be received at least two weeks before the date of the first confirmed booking date.

11. User group Insurance

Event insurance must be secured by the User Group for all events booked into the Theatre. All User Groups other than SD53 must provide proof of insurance at least one week prior to the event.

12. Booking the Lobby only

Requests for dates to rent the Lobby may be made by any User Group at any time, but may not be guaranteed or confirmed until four months prior to the requested date.

Rental Guidelines

All user groups must agree to the following rental guidelines when using the Frank Venables Theatre.

1. Theatre Technicians

No User Group may use any of the theatre equipment without a qualified theatre technician on site. All User Groups must arrange through the Theatre Operator for the services of theatre technicians who will be charged to the User Groups at the established hourly rates.

2. Theatre rentals for rehearsal or set-up/take down

The services of a Theatre staff member responsible for opening up the Theatre for the renter and securing the venue at the end of the rental block. No custodial services are included and any custodial services deemed necessary by the Theatre staff will be charged to the User Group.

3. Theatre rentals for Performances

In addition to the above services, performance bookings include a House Manager, volunteer ushers and ticket takers and basic custodial services in the lobby and seating areas (additional custodial services charged to the User Group.)

Currently the following services are **not** included in the rental rates:

- a. Concession operations
- b. Promotion and Ticket sales

Renters must arrange for their own volunteers or staff for these services.

4. Catering and liquor license

Food or drink may only be served in the lobby area. Food and drink are never permitted in the theatre. Renters must ensure a Special Occasion License and insurance as well as a Serving it Right license be held by everyone handling or serving alcohol. An additional Damage Deposit may apply.

Special conditions and rates for use by SD53

The special user group category for SD53 includes the following provisions:

1. Each booking year SD53 is entitled to the following bookings with no rental rate being charged:
 - a. A maximum of 14 Booking Blocks for rehearsals and performances by or for SOSS students
 - b. A maximum of 12 Booking Blocks for rehearsal and performances by or for students from any SD53 school
 - c. A maximum of 2 Booking Blocks for Graduation related events for SOSS students.
 - d. Any additional SD53 bookings will be charged at the current rate for Local Arts Groups
 - e. "Last minute" opportunities for SOSS assemblies or for teaching purposes related to drama, band or choir may be booked up to one month in advance, There will be no charge or contract for these requests and SOSS will remain flexible with dates and times in the event that a paying User Group needs a specific block of time.
2. Students using the Theatre must be supervised by their SD53 teachers at all times.
3. SD53 will comply with the Theatre Technician requirements in the Rental Guidelines. If SD53's supervising staff does not include a qualified Theatre Technician, then they must arrange through the Theatre Operator for those services which will be charged at the current posted hourly rates.
4. SD53 shall reimburse the Theatre Operator for all actual additional custodial costs incurred arising from any SD53 booking with no rental rate as described above.
5. Should the Theatre Operator impose a Seat Surcharge as part of its rental rate structure, such seat surcharges shall be collected by SD53 and submitted to the Theatre Operator for all SD53 events that the public is invited to attend and charged an admission.
6. SD53 will adhere to all Theatre Booking procedures regarding holds, challenges, confirmations and cancellations, except that if a confirmed booking is cancelled, SD53 shall not pay the Theatre Operator for lost revenue. SD53 shall make every reasonable effort to ensure that bookings are made responsibly and any cancellations that are required are communicated to the Theatre Operator without delay.

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: 2014 Statement of Financial Information

Administrative Recommendation:

THAT the Board of Directors approve the Regional District of Okanagan-Similkameen Statement of Financial Information for the year ended December 31, 2014 pursuant to the Financial Information Act Financial Information Regulation Schedule 1, subsection 9(2).

Reference

2014 Statement of Financial Information

History:

Local governments are required to file the Statement of Financial Information (SOFI) annually. The SOFI consists of four core financial statements and schedules for employee remuneration and for payments to suppliers for goods and services provided to the organization.

Analysis:

Components of the SOFI Report include:

1. Schedule of Guarantee and Indemnity Agreements – There were no agreements of this nature for the RDOS in 2014
2. Schedule of Remuneration and Expenses – There is a threshold of \$75,000 per year before expenses, for listing staff. All directors are required to be listed.
3. Statement of Severance Agreements – The RDOS had no severance agreements in 2014
4. Schedule of Payments to Suppliers of Goods and Services – There is a threshold of \$25,000 before suppliers are listed individually.

Respectfully submitted:

"Sandy Croteau"

S. Croteau, Finance Manager

REGIONAL DISTRICT OKANAGAN-SIMILKAMEEN

STATEMENT OF FINANCIAL INFORMATION (SOFI)

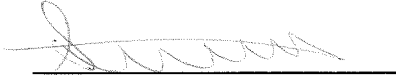
FOR THE YEAR ENDED DECEMBER 31, 2014

REGIONAL DISTRICT OKANAGAN-SIMILKAMEEN

SCHEDULE OF GUARANTEE AND INDEMNITY AGREEMENTS

A Schedule of Guarantees and Indemnity payments has not been prepared because the Regional District Okanagan-Similkameen has not given any guarantees or indemnities under the Guarantees and Indemnities Regulation.

Approved by:



Manager of Finance

Prepared under the Financial Information Regulation, Schedule 1, subsection 5(1)

REGIONAL DISTRICT OKANAGAN-SIMILKAMEEN

SCHEDULE SHOWING THE REMUNERATION AND EXPENSES PAID TO OR ON BEHALF OF EACH EMPLOYEE FOR THE YEAR ENDED DECEMBER 31, 2014

1. Elected Officials, Employees appointed by Cabinet and Members of Board of Directors

NAME	POSITION	REMUNERATION	EXPENSE
ARMITAGE, FRANK	Director	11,790	2,452
BARKWILL, RICHARD	Director	162	
BAUER, MANFRED	Director	11,823	1,660
BOOT, TONI	Director	870	
BRYDON, MICHAEL	Director	26,493	1,036
BUSH, GEORGE D	Director	28,207	6,467
CHRISTENSEN, ELEFT	Director	1,908	299
COYNE, ROBERT	Director	2,290	398
CRUICKSHANK, LYNDI	Director	803	
DENNIS, ROBERT	Director	803	
DOERR, MAUREEN	Director	-	105
EGGERT, WILLIAM	Director	803	
GIBBENHUCK, PETER	Director	803	
HALLQUIST, BRUCE S	Director	8,584	210
HARKNESS, MARILYN	Director	876	244
HOPE, BRAD	Director	24,877	8,252
HOPKIN, WESLEY	Director	8,287	
HOVANES, RON	Director	10,914	945
JAKUBEIT, ANDREW	Director	14,135	279
KONANZ, HELENA	Director	5,125	
KOZAKEVICH, KARLA R	Director	30,253	3,927
LITKE, GERRY	Director	17,208	124
MARTIN, ANDRE	Director	870	
MARVEN, ERNEST	Director	1,387	114
MATTES, DAVID J	Director	584	94
MCKORTOFF, SUZAN	Director	926	133
PATTON, ALLAN	Director	26,339	9,112
PENDERGRAFT, MARK	Chairman	58,900	10,455
PERRINO, JANICE	Director	10,920	731
POTTER, DENIS	Director	1,095	73
RHODES, CECIL J	Director	3,374	824
ROBINSON, KATHLEEN	Director	876	
ROBSON, ORVILLE	Director	2,628	195
SCHAFER, TERRY	Director	2,290	
SENTES, JUDITH M	Director	11,295	
SIDDON, THOMAS	Director	26,582	3,775
STAPLES, ED	Director	803	
STYFFE, TOM	Director	2,161	1,507
WATERMAN, PETER	Director	1,089	55
WELLS, STEWART	Director	8,292	667
WOOD, ANGELIQUE	Director	28,126	9,806
TOTAL: Elected Officials		\$ 395,551	\$ 63,938

REGIONAL DISTRICT OKANAGAN-SIMILKAMEEN

STATEMENT OF SEVERANCE AGREEMENTS

There were no severance agreements under which payment was made between RDOS and its non-unionized employees during fiscal year 2014.

Approved by:

A handwritten signature in dark ink, appearing to read "B. H. Smith", is written over a horizontal line.

Chief Administrative Officer

Prepared under the Financial Information Regulation, Schedule 1, subsection 6(8)

REGIONAL DISTRICT OKANAGAN-SIMILKAMEEN

SCHEDULE SHOWING THE REMUNERATION AND EXPENSES PAID TO OR ON BEHALF OF EACH EMPLOYEE FOR THE YEAR ENDED DECEMBER 31, 2014

2. Other Employees (excluding those listed in Part 1 above)

NAME	POSITION	REGULAR REMUNERATION	EXPENSE
ANDERSON, STEPHEN	System Operator 3	76,766	170
BOUWMEESTER, TIM	Information Services Manager	89,661	778
BUTLER, DONNA	Development Services Manager	94,772	2,840
CARLSON, DAVID J.	Chief Water Distribution Operator	92,547	96
CROTEAU, SANDY	Finance Manager	94,097	2,338
EVANS-MACEWAN, NOELLE	Finance Supervisor	75,906	1,066
FRENCH, DOUG	Public Works Manager	104,693	559
GARRISH, CHRISTOPHER	Planning Supervisor	75,361	2,179
JMIOFF, WES	Building Official	78,814	975
KRONEBUSCH, DALE	Emergency Services Supervisor	80,398	3,631
MALDEN, CHRISTY	Deputy Corporate Officer	84,292	2,147
MANDERS, MARNIE	Human Resources Manager	79,635	1,705
MELO, JAMIE	System Operator 2	77,305	156
NEWELL, WILLIAM	Chief Administrative Officer	149,197	5,203
PALMER, ROBERT	Environmental Technician	79,749	483
PETRY, MARK	Building Official	77,776	1,772
WALTON, LAURA	Building Inspection Serv Supervisor	81,149	4,482
WOLF, ANTON	Building Official	77,476	2,429
WOODS, MARK	Community Services Manager	104,172	6,459
		\$ 1,673,763	\$ 39,468
Consolidated totals of other employees with remuneration and expenses of \$75,000 or less		3,688,989	63,197
TOTAL: Other Employees		\$ 5,362,752	\$ 102,666

3. Reconciliation

Total remuneration - Elected Officials, Employees appointed by Cabinet and Members of Board of Directors	\$ 395,551
Total Remuneration - Other Employees	\$ 5,362,752
Subtotal	\$ 5,758,304
Employer's cost of benefits	\$ 897,857
Taxable benefits included in remuneration and in employer cost	\$ (102,082)
Payroll expensed but not paid by RDOS:	\$ 360,434
Payroll related to OSRHD	\$ (24,852)
Taxable benefits included in suppliers & vendors	\$ (4,451)
Reconciling Items*	\$ 105,919
Total Wages and Benefits per Statement of Consolidated Revenues and Expenditures (Schedule 2)	\$ 6,991,128

*The Financial Statements are prepared on a consolidated basis using the accrual method of accounting, whereas the employee remuneration schedule is prepared on a calendar cash payment basis.

Approved by:



Manager of Finance

Prepared under the Financial Information Regulation, Schedule 1, subsection 6(2), (3), (4), (5) and (6)

REGIONAL DISTRICT OKANAGAN SIMILKAMEEN

SCHEDULE SHOWING PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES 2014

1. Alphabetical list of suppliers who received aggregate payments exceeding \$25,000

SUPPLIER NAME	AGGREGATE AMOUNT PAID TO SUPPLIER
0900212 BC LTD. DBA STERLING CONSULTING	30,015.56
3556514 CANADA LTD. - NORTERRA INC.	108,000.00
ACKLANDS - GRAINGER INC.	182,955.38
AECOM CANADA LIMITED	49,623.54
ANDREW SHERET LTD.	26,083.86
APLIN & MARTIN CONSULTANTS LTD	76,477.26
B&B WOOD GRINDING INC.	228,191.12
BARRY BEECROFT FUEL DIST. LTD.	40,100.08
BC GRAPEGROWERS ASSOCIATION	25,000.00
BC TRANSIT	80,156.00
BCGEU CONTROLLER	60,605.66
BEARFOOT RESOURCES LTD.	79,211.74
BFI CANADA - PENTICTON	1,094,462.66
BIGSTEELBOX CORPORATION	55,944.00
BLACK PRESS GROUP LTD.	39,300.87
BOYLE & COMPANY	26,272.59
BRANDT ENTERPRISES LTD.	28,053.83
CANADA SAFETY EQUIPMENT	26,038.07
CAPRI INSURANCE	37,897.00
CARO ANALYTICAL SERVICES	60,992.99
CITY OF KELOWNA	218,559.90
CITY OF PENTICTON	3,929,327.23
CORPORATE EXPRESS	35,748.90
COUNTERPOINT COMMUNICATIONS INC.	51,423.70
CUMMING CONSTRUCTION LTD.	111,437.74
DE JOINSON & ASSOCIATES	52,300.75
DIGITAL POSTAGE ON CALL	27,000.00
ECOPLAN INTERNATIONAL INC.	35,794.22
ESRI CANADA LIMITED	49,851.90
FOCUS CORPORATION	81,713.75
FORTIS BC - ELECTRICITY	151,657.75
FORTIS BC - ELECTRICITY (PAPs)	254,857.10
FORTIS BC - NATURAL GAS (PAPs)	48,512.00
G. LITTLE ELECTRIC LTD.	26,842.11
GILCHRIST & COMPANY	110,576.88
GRIZZLY EXCAVATING LTD.	964,888.84
GROUPHEALTH	311,893.92
GUILLEVIN INTERNATIONAL CO.	47,095.39
H & M EXCAVATING LTD.	462,921.15
INTERCITY RECYCLE LTD.	78,576.22
INTERIOR INSTRUMENT TECH SERVICES LTD.	51,651.38
INTERIOR ROOFING (2011) LTD.	93,077.10
JETCO LAWN CARE SERVICES	32,105.90
KIMCO CONTROLS LTD.	29,945.59
LAVIGNE CONTRACTING INC	132,882.83
LEZARD KEN	55,000.00
MARSHALL ENFORCEMENT SERVICES	52,194.91
MINISTER OF FINANCE - PROPERTY TAXATION BRANCH	35,093.16
MMM GROUP LIMITED	35,628.60
MONERIS MERCHANT SERVICES	42,260.12
MUNICIPAL FINANCE AUTHORITY OF BC - LEASING	70,487.29
MUNICIPAL INSURANCE ASSN OF BC	166,657.61
MUNICIPAL PENSION PLAN	681,143.14
MURRAY BUICK GMC PENTICTON	60,164.07
NARAMATA BENCHLAND PROPERTIES LTD	201,116.78

REGIONAL DISTRICT OKANAGAN SIMILKAMEEN

SCHEDULE SHOWING PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES 2014

1. Alphabetical list of suppliers who received aggregate payments exceeding \$25,000 (continued)

SUPPLIER NAME	AGGREGATE AMOUNT PAID TO SUPPLIER
NARAMATA EXCAVATING & CONTRACTING LTD.	33,699.95
NEWALTA CORPORATION	58,193.91
OKANAGAN AND SIMILKAMEEN INVASIVE SPECIES SOCIETY	48,300.00
OKANAGAN SIMILKAMEEN STEWARDSHIP SOCIETY	49,000.00
OLIVER & DISTRICT HERITAGE SOCIETY	123,195.00
OLIVER PARKS & RECREATION SOCIETY	974,473.58
OLIVER TOURISM ASSOCIATION	28,000.00
OMEGA COMMUNICATIONS LTD.	60,116.28
OPUS CONSULTING GROUP LTD	77,250.09
OSOYOOS MUSEUM SOCIETY	61,929.00
OSOYOOS TOWN OF	611,463.46
PACE COMPUTER RECYCLING & E-WASTE	32,836.56
PENTICTON & AREA COOPERATIVE ENTERPRISES	56,422.57
PENTICTON TOYOTA	36,083.04
PRIMARY ENGINEERING AND CONSTRUCTION	54,355.73
PRINCETON TOWN OF	323,424.79
PW TRENCHLESS CONSTRUCTION INC.	157,804.50
QUALITY MAINTENANCE	35,260.23
QUESTICA INC	57,750.00
RECEIVER GENERAL FOR CANADA	1,407,898.30
REGIONAL DISTRICT OF CENTRAL OKANAGAN	163,104.00
REGIONAL DISTRICT OKANAGAN-SIMILKAMEEN	240,610.19
RIVERSIDE ENERGY SYSTEMS	40,332.50
ROGERS	29,637.77
S.S.G. HOLDINGS	664,988.18
SCHOOL DISTRICT #53	770,275.16
SCHOOL DISTRICT NO. 67	43,015.18
SENKULMEN UTILITIES LTD.	97,323.83
SIMILKAMEEN COUNTRY DEVELOPMENT ASSOCIATION	33,000.00
SIMILKAMEEN VALLEY PLANNING SOCIETY	45,822.00
SIVAN ENTERPRISES	129,722.29
SMITHRITE DISPOSAL LTD.	30,387.00
SOFTLANDING NETWORK SOLUTIONS INC.	33,212.82
SOUTH OKANAGAN SECURITY SERVICES	31,796.63
SPERLING HANSEN ASSOCIATES INC	25,994.98
SUN-OKA VALLEY TRANSPORT	43,011.74
SUPERIOR SEPTIC SERVICES	61,554.08
TELUS COMMUNICATIONS (BC) INC.	93,431.81
TETRA TECH EBA INC.	103,648.12
THE UNIVERSITY OF BRITISH COLUMBIA	51,924.11
TRUE CONSULTING GROUP	74,579.00
TULAMEEN COMMUNITY CLUB	67,170.00
VALHALLA ENVIRONMENTAL CONSULTING INC.	124,751.33
WESTERN WATER ASSOCIATES LTD.	41,787.84
WHITE BRYN	73,400.36
WHITE KENNEDY CHARTERED ACCOUNTANTS	25,147.50
WILDSTONE ENVIRONMENTAL LTD.	662,656.64
WILDSTONE SPECIAL PROJECTS DIVISION LTD.	74,527.12
WOOD RONALD	27,576.00
WORKERS' COMP. BOARD OF B.C.	58,685.57
YOUNG ANDERSON BARRISTERS &	29,413.19
TOTAL OF AGGREGATE PAYMENTS EXCEEDING \$25,000 PAID TO SUPPLIERS	\$ 19,425,714

REGIONAL DISTRICT OKANAGAN SIMILKAMEEN

SCHEDULE SHOWING PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES 2014

2. Consolidated total paid to suppliers who received aggregate payments of \$25,000 or less

	\$ 2,862,612
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3. Total of payments to suppliers for grants and contributions exceeding \$25,000

SUPPLIER NAME	AGGREGATE AMOUNT PAID TO SUPPLIER
OKANAGAN FILM COMMISSION	\$ 30,000
OLIVER COMMUNITY THEATRE SOCIETY	\$ 25,000

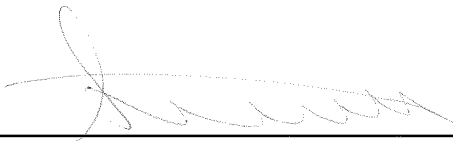
CONSOLIDATED TOTAL OF GRANTS EXCEEDING \$25,000	\$ 55,000
CONSOLIDATED TOTAL OF AGGREGATED GRANTS NOT EXCEEDING \$25,000	\$ 151,191
CONSOLIDATED TOTAL OF GRANTS	\$ 206,191
CONSOLIDATED TOTAL OF CONTRIBUTIONS EXCEEDING \$25,000	\$ -
CONSOLIDATED TOTAL OF AGGREGATED CONTRIBUTIONS NOT EXCEEDING \$25,000	\$ -
CONSOLIDATED TOTAL OF GRANTS & CONTRIBUTIONS	\$ 206,191

4. Reconciliation

TOTAL OF AGGREGATE PAYMENTS EXCEEDING \$25,000 PAID TO SUPPLIERS	\$ 19,425,714
CONSOLIDATED PAYMENTS OF \$25,000 OR LESS PAID TO SUPPLIERS	2,862,612
EMPLOYEE REMUNERATION EXPENSES (Salaries & Benefits)	5,758,304
CONSOLIDATED TOTAL OF GRANTS & CONTRIBUTIONS	206,191
REQUISITIONS TO OTHER BOARDS	2,405,456
AMORTIZATION EXPENSE	1,997,308
ADMINISTRATION CHARGES	23,248
EMPLOYEE PORTION OF PAYROLL DEDUCTIONS AND BENEFITS	(1,531,879)
UNION DUES PAID ON BEHALF OF EMPLOYEES	(60,606)
GST REBATES & ITC'S RECEIVED	(187,297)
AMOUNTS PAID ON BEHALF OF OTHER ORGANIZATIONS	(270,101)
TANGIBLE CAPITAL ASSET PURCHASES	(6,415,503)
INTEREST EXPENSE	698,009
RECONCILING ITEMS*	(284,766)
TOTAL EXPENDITURES PER STATEMENT OF CONSOLIDATED REVENUES AND EXPENDITURES (SCHEDULE 2)	<u>\$ 24,626,691</u>

*The Financial Statements are prepared on a consolidated basis using the accrual method of accounting, whereas the supplier payments schedule is prepared on a calendar cash payment basis.

Approved by:



Manager of Finance

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Bylaw 2693 Osoyoos Museum Debt Reserve Fund Expenditure Bylaw

Administrative Recommendation:

THAT Bylaw 2693, 2015 Osoyoos Museum Debt Reserve Fund Expenditure Bylaw be read a first, second and third time and adopted

Reference:

Osoyoos Museum Funding Request Letter dated April 24, 2015

History:

The Osoyoos Museum Letter of Understanding requires an expenditure bylaw from the Town of Osoyoos and a reserve expenditure bylaw from the RDOS Board to remove funds from the capital reserve.

Analysis:

This request was taken to the Town of Osoyoos Council meeting on May 19, 2015. The Town Council supports \$42,000 of expenditures at this time.

The motion from the Town of Osoyoos Council meeting minutes is as follows:

MOTION 75/15 Moved by Councillor Rhodes and seconded by Councillor King and resolved that Council approves the request for \$42,000 to fund the Osoyoos Museum Society projects as requested.

CARRIED

At the end of 2014, the reserve fund had a balance of approximately \$94,747. The 2015 budget includes \$50,000 for capital expenditures as well as budgeted transfers to the reserve of \$41,184.

Respectfully submitted:

"Sandy Croteau"

S. Croteau, Finance Manager

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2693, 2015

A bylaw to authorize the expenditure of monies from the Osoyoos Museum Debt Reserve fund for 2015 capital projects

WHEREAS Section 814(3) of the Local Government Act, R.S.B.C. 1996, c.323 and Section 189 of the Community Charter authorises the Board, by bylaw adopted by at least 2/3 of its members, to provide for the expenditure of any money in a reserve fund and interest earned on it;

AND WHEREAS the Osoyoos Museum Debt Reserve Fund has sufficient monies available for 2015 capital projects;

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

1 Citation

1.1 This bylaw may be cited as the 'Osoyoos Museum Debt Reserve Fund Expenditure Bylaw No 2693,2015'

The expenditure of \$42,000 from the Osoyoos Museum Debt Reserve Fund is hereby authorised for 2015 capital projects

READ A FIRST, SECOND, AND THIRD TIME this ____day of____, 20__

ADOPTED this ____ day of ____, 20__

RDOS Board Chair

Corporate Officer

OSOYOOS
& DISTRICT
MUSEUM
AND ARCHIVES

April 24, 2015

Ms Sandy Croteau
Manager of Finance
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9

RECEIVED
Regional District

APR 28 2015

101 Martin Street
Penticton BC V2A 5J9

Re: Request for Transfer from Reserve Fund to Osoyoos Museum Society

Dear Ms Croteau:

The Board of Directors of the Osoyoos Museum Society (OMS) approved a recommendation to request the transfer of \$42,000 from the Reserve Fund to the OMS to cover the following costs related to the development of the new museum in Osoyoos.

- | | |
|---|-----------------|
| 1. A new contract with Michale Lang to continue her work on behalf of the OMS in relation to grant writing, fundraising and the provision of essential curatorial service in relation to key grant applications. The total value of the contract is \$21,000 for the 2015 calendar year. This contract service builds on the work completed in the previous contract and includes, among other things, the submission of up to eight key grant and foundation applications over the course of the year as well as helping to guide the overall fundraising effort with a focus on individuals, groups, corporations and other potential sources of funding. (A copy of the contract is attached for information.) | \$21,000 |
| 2. A contract with David Jensen & Associates for the next phase of the Exhibit Design which will include setting the story line, designating the flow and placement of component exhibits, updating the model, identifying the fundraising components (in concert with M. Lang) , determining the design development criteria (i.e. fonts, colours, styles, formats) based on the Phase One Exhibit Design proposal (copy attached). The \$15,000 contract will be completed no later than December 31, 2015 and is inclusive of fees, disbursements and travel costs. | \$15,000 |
| 3. Revise and reprint fundraising campaign materials including the Case Statement and all supporting materials necessitated by the extension of the lease to Home Builders and the probable change in the possession date to January 1, 2020. | \$ 4,000 |
| 4. Proportion of cost associated with the acquisition of a lightly-used rolling metal storage system for photographs, print documents and other sensitive archival materials (replacement value established at \$12,000.) | \$ 2,000 |

Total Request: \$42,000

OSOYOOS MUSEUM SOCIETY

19 Park Place • Box 791 • Osoyoos, BC • V0H 1V0 • 250-495-2582 • info@osoyoosmuseum.ca

All work undertaken with monies transferred from the Capital Reserve Fund in 2014 was successfully completed on time and on budget including:

1. Working closely with the architect, the Design Development phase on the building was completed in early-January and resulted in an approved Phase One plan with a projected cost of \$1.8 million for building modifications and improvements;
2. A new storage display system was acquired for the Military Collection using a matching grant from the Museum Assistance Program (MAP) . The exhibit is now on display and ready for direct installation in the new museum;
3. The development and production of promotional materials for the fundraising campaign was completed. The materials were being used to support our fundraising efforts until the change in the possession date which now necessitates revising and reprinting all of the promotional materials.

We do not anticipate any further requests for transfer from the Capital Reserve Fund in 2015 at this point but provide assurance that if a further transfer request were to be made this year, we would stay within the "\$50,000 per year" guideline.

Thank you in advance for your continuing assistance and support.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Mat Hassen', written over a horizontal line.

Mat Hassen
President, Osoyoos Museum Society

c.c. Kara Burton
Museum Manager

MEMORANDUM OF AGREEMENT dated this 6 day of February 2015

BETWEEN: MICHALE LANG (herein – The Contractor)

Box 3926
Banff, Alberta
T1L 1E4

OSOYOOS MUSEUM SOCIETY
19 Park Place, Box 791
Osoyoos, AB
V0H 1V0

1. Preliminary Matters

- 1.1 This is a contract for services entered into by Osoyoos Museum Society and Michale Lang to undertake the duties of Fund Development Consultant, Grant Writer and Curator for Osoyoos Museum Society, as detailed in **Schedule A**. Work extending beyond the scope of work detailed in Schedule A will be negotiated between Osoyoos Museum Society and Michale Lang prior to undertaking.

2. Nature of Contract

- 2.1 This is an Agreement for the services of the Contractor as an independent contractor, and the Contractor shall not be entitled to any benefit of any nature whatsoever other than to payments which are expressly provided for herein.

3. Term of the Contract

- 3.1 This agreement comes into effect on the date signed and the services under this agreement shall be completely performed by Michale Lang to the satisfaction of Matthew Hassen or his designated representative may before that date agree to in writing. A timeline for the delivery of services will be provided in **Schedule B**.

4. Obligations of the Contractor

- 4.1 The Contractor shall provide all services and satisfy all duties set out in **Schedule A** attached hereto and forming part of this agreement.
- 4.2 The Client designates Matthew Hassen as Project Manager. The Contractor shall consult, advise and accept directions from the Project Manager, *or his designate*, in accordance with the provisions of this agreement throughout its term.
- a) Direction and approvals provided by the Project Manager will be the only source of direction from the Client.
- 4.3 Upon receipt of payment for each deliverable, all materials related to that deliverable of any nature whatsoever, whether completed or not, prepared by the Contractor pursuant to this contract are the property of the Client, shall remain in or be returned to the custody of the Client and shall not be used or retained by the Contractor in any way in the event of premature termination of this contract.

- 4.4 The Contractor shall keep all information, whether personal or confidential, acquired by the Contractor during the contract period and relating to the private business affairs of the Client as confidential and will not disclose that information to any person, firm or corporation other than the Client or authorized personnel, without the prior written consent of the Client.
5. Assignments of Subcontracts
- 5.1 Without the written consent of the Project Manager, or her designated representative, the Contractor shall not assign any benefit or delegate any responsibility arising out of this contract.
6. Indemnification
- 6.1 The Contractor shall indemnify and hold harmless the Client, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act of omission of the Contractor, its employees or agents, in the performance by the Contractor of its obligations under this agreement.
- 6.2 Such indemnification shall survive the termination of this agreement.
7. Payment
- 7.1 Provided that the Contractor's work has been approved by the Project Manager or his designate and the Contractor has complied with all the terms, conditions, and provisions of the agreement, the Contractor shall receive payment for each deliverable outlined in **Schedule C** within 30 days upon receipt of invoice.
- 7.2 Expenses related to the project must be pre-approved by the Project Manager and will be paid within 30 days of submission of receipts to the Client.
8. Termination
- 8.1 Either party may terminate this agreement for reasonable cause by giving the other party at least 15 (fifteen) days written notice containing the effective termination date therein. Upon such termination and subject to the provisions contained in Paragraph 6 herein, the Project Manager shall determine what amount, if any, is payable to the Contractor to the date of such termination pro rated upon the rates set out in **Schedule C**.
- 8.2 Notwithstanding the provisions of Paragraph 8.1 relating to reasonable cause, the Project Manager may upon 15 days written notice, terminate this agreement without cause by providing written notice as outlined in Paragraph 8.1, and the terms and provisions of Paragraph 8.1 relating to payment and the provision of a report shall apply.
9. Notice
- Any notice hereunder shall be effectively given if delivered personally or sent by registered or certified mail. Any notice so given shall be deemed to have been received at the time when in the ordinary course such letter shall have reached its destination. In the event of an actual or threatened postal strike or interruption, service shall be by personal delivery.
10. Copyright and Editing
- Copyright shall be held by the Client but made available to the author upon request. In the case of a reprint the copyright shall be renegotiated. No additional royalties shall be paid to the author.

The names and addresses of the authorized representatives of the parties are as follows:

a) For the Client:
Matthew Hassen
OSOYOOS MUSEUM SOCIETY
19 Park Place, Box 791
Osoyoos, AB
V0H 1V0

For the Contractor:
MICHALE LANG
Box 3926
Banff, Alberta
T1L 1E4

11. General

- 11.1 The parties upon mutual agreement may amend the terms of this agreement.
- 11.2 This agreement shall be interpreted and governed according to the laws of the Province and the forum for all disputes shall be the Courts of the Province of British Columbia.
- 11.3 The term "Contractor" shall be deemed to include employees, agents and permitted assigns of the Contractor.

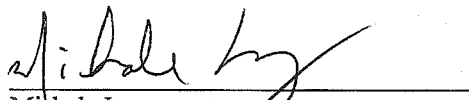
IN WITNESS WHEREOF the Parties have hereunto executed this agreement on the date first above written.

Per Client:



Matthew Hassen

Date: February 6, 2015

Per: Contractor


Michale Lang

Date: February 6, 2015


WITNESS

Date: Feb 6, 2015

Schedule A

- Provide consultation on all fund development activities
- Meet with all interested parties including the Executive Director, Board, staff who are involved in the project, and representatives of any existing funding agencies recommended by the Society (e.g. municipal funders) as required
- Review the budget of the project for which funding is sought and make recommendations to better present it to granting organizations and other potential funders
- Maintain updated comprehensive lists of potential grant opportunities through internet searches and making email and telephone inquiries with government agencies, foundations, and corporations
- Gather application forms noting deadlines for all provincial and federal granting programs related to capital projects
- Make a selection of grant programs and maintain a timetable for application
- Provide regular reports on research and analysis of granting agencies that identifies likely funding sources for capital projects
- Maintain a comprehensive list of foundations related to cultural institutions and contact the best foundation prospects for this project from across Canada and the U.S. Submit proposals as required. This and Canada Cultural Spaces will be the fund development priorities for 2015.
- Compile and write specific grant applications in accordance with each granting agency's requirements and following each granting agency's procedures using the case statement and the proposal template
- Maintain contact with granting agencies during their review of submitted grant applications in order to be able to supply additional supporting material will likely go beyond the timeframe of this contract.
- Manage the process of supplying progress reports when required by a granting organization that has funded a project or program will likely also go beyond the timeframe of this contract.
- Provide Curatorial expertise directly related to fund development.
- Provide Curatorial expertise related to collections management.
- Provide Curatorial advice on exhibits for future museum.
- Meet with Board as requested up to 4 times annually

Deliverables that may extend beyond the timeline of this contract:

Maintaining contact with granting agencies during their review of submitted grant applications in order to be able to supply additional supporting material will likely go beyond the timeframe of this contract.

Managing the process of supplying progress reports when required by a granting organization that has funded a project or program will likely also go beyond the timeframe of this contract.

Schedule B: Project Deliverables and Timeline - Start date February 4, 2015 – January 31, 2016 (see Note 1)

Deliverable	Date
Confirm contract	February 4, 2015
1. Provide Fund Development Consultation from signing of contract to January 31, 2015 30% of total time	February 1, 2015 – January 31, 2016
2. Curate and install military exhibit	February 4 – March 28, 2015
3. Provide Curatorial expertise directly related to fund development 30% of total time (see Note 2)	February 1, 2015 – January 31, 2016
4. Compile and write up to four grant applications in accordance with each granting agency's requirements and following each granting agency's procedures, acting upon approval of the Board of Directors. 30% of total time	February 1, 2015 – January 31, 2016
5. Compile and write up to four foundation applications in accordance with each foundation's requirements and following each foundation's procedures, acting upon approval of the Board of Directors.	February 1, 2015 – January 31, 2016
6. Write letter of appeal to membership	March 1 – 28, 2015
7. Maintain contact with granting agencies during their review of submitted grant applications in order to be able to supply additional supporting material (This deliverable may go beyond the timeframe of this contract). 10% of total time	February 1, 2015 – January 31, 2016
8. Provide completed report on all work.	February 1, 2015 – January 31, 2016
Meet with Board as agreed upon (travel up to four trips included in flat fee) (See Note 3)	February 1, 2015 – January 31, 2016
Completion	January 31, 2016

Schedule C: Fees (See also Note 4)

Date	Deliverable	Amount
February 1, 2015	Contract signing	\$ 5,000
June 30, 2015, 2015	Submission of maximum 4 proposals to Foundations	\$ 5,000
September 30, 2015	Submission of maximum 4 grant proposals	\$ 5,000
January 31, 2016	Upon submission of final report	\$ 5,000
	GST	\$ 1,000
TOTAL		\$21,000

NOTE 1: The timeline in **Schedule B** may change depending on grant deadlines. If some grant applications are due at any time throughout the contract, they should take priority over other deliverables. Changes to the timeline will be mutually agreed upon.

NOTE 2: Upon approval of the Board, the contractor will apply for grants that include curatorial work toward the future exhibitions. If we are successful in obtaining this funding, the contract will be amended to add curatorial work and fees as agreed upon by the Board of Directors and the Contractor.

NOTE 3: Travel Expenses for up to four trips to Osoyoos are included in the flat fee contract. If additional travel is required and approved by the OMS, it is understood that the cost of such travel is over and above the contract and will be reimbursed by the OMS. (One trip was completed in February, 2015.)

NOTE 4: Should the Client require work beyond the scope of this contract, additional hours will be billed at \$90.00 per hour.

Update on Exhibit Design

Osoyoos & District
Museum and Archives

Issued March 2015

D.JENSEN
& ASSOCIATES LTD.

1205 - 207 W. HASTINGS ST. / VANCOUVER
BRITISH COLUMBIA / CANADA / V6B 1H7
info@djensen.com / www.djensen.com

TELEPHONE: 604-687-8657

Background work

What we've done:

- met with stakeholders to discuss ideas for the future museum
- working with Boni Maddison Architects (BMA) established a program of requirements that meets current museum standards
- developed an exhibit approach and themes

What we've heard the community wants:

- a dynamic place with changing exhibits and programs relevant to the people of Osoyoos
- a place that encourages people to visit, and want to return
- a place that reflects the energy and warmth inherent in the people of this region
- has a 'people' focus and tells the wonderful local stories, past and present
- excites, energizes and unites community interests and activities
- ensures that the youth are represented
- ensures green and sustainable systems are incorporated into the design of the architecture and exhibitry

What we've designed:

- exhibits that are dynamic and memorable, yet are clearly rooted in Osoyoos
- an intriguing and inviting exhibit at the front of the building that introduces the visitor to the history of Osoyoos and is flexible/moveable to allow for a number of local events
- an exhibit approach that provides flexibility and changeability to ensure the museum stays current and offers something new for return visitors
- displays that incorporate contemporary exhibit techniques with artifacts and layering of information to suit all types of visitors
- wherever possible, make use of existing museum cases

What's next:

- community feedback on the proposed design and plans
- finalizing of conceptual design approach and exhibit design approach
- develop flexibility in the planning to ensure options for future development
- move from "Just imagine...." to "Making it a reality"

Community engagement

For the Osoyoos Museum to meet expectations on opening day and create a space that truly reflects the spirit of Osoyoos we need ongoing support and guidance from the people of Osoyoos.

There needs to be an opportunity for the community to participate in content and presentation development in order to encourage involvement by the people of Osoyoos in the Museum and its activities.

Current requirements

Since the initial pre-design and schematic design report was completed in November 2013, it has been determined that the original exhibit design budget needed to be significantly reduced to better reflect realistic fundraising targets.

\$500,000 has been established as the total available to cover all exhibit design costs to opening. This report therefore explores how we can retain the goals and objectives as outlined in our original report but, at the same time, significantly reduce total costs.

This report suggests modifications to the exhibit layout, designed to provide cost savings and also reflect new design directions proposed recently, as well as outline a new timeline, in keeping with current realities. However, this study, in essence, is very similar to the original reports submitted, based mainly on community input. There will be a need to go through an exhibit design development phase to finalize design ideas, content themes and fine tune costing. This report is seen as a bridge to connect the original vision with current financial realities and, at the same time, meet opening day expectations, plus ensure less funds will not compromise the original objectives.

The vision

The following layouts provide an overview of the concept suggested. The essence of the concept is very simple. It came about in part because of the beauty of the Osoyoos region. It was decided early on that the 'wow factor' in the presentation could easily be achieved if the exhibits reflected the exceptional beauty and diversity of this region. Another reason to highlight this exceptional environment was because there are many talented and experienced photographers and artists who have spent countless hours recording this beauty. It therefore, only made sense to present landscapes that inspire, as well as provide an appropriate backing to present the evolving history and cultures of Osoyoos.

The concept is to visualize the exhibit hall as the Osoyoos Valley. At the entry, visitors are on the edge of the lake with a land bridge leading them into the world of Osoyoos past and present. On the right, the lake extends to images of the mountains to the east. The back wall shows the view down to the Valley and on the left are images of the orchards and vineyards. Against these familiar landscapes, the many colourful stories of this region are presented. The layouts suggest some of the larger, more permanent artifacts and historic reproductions or tableau would be placed close to the wall leaving the centre of the room open to explore different changing stories over time. Each of the three major themes will have a brief chronological presentations so a visitor can quickly trace what happened over time on any given theme. This is intended to help put the temporary changing exhibits into context with the 'big picture'. In this way, visitors can get an overview and also appreciate what was happening to specific people at a specific moment in time.

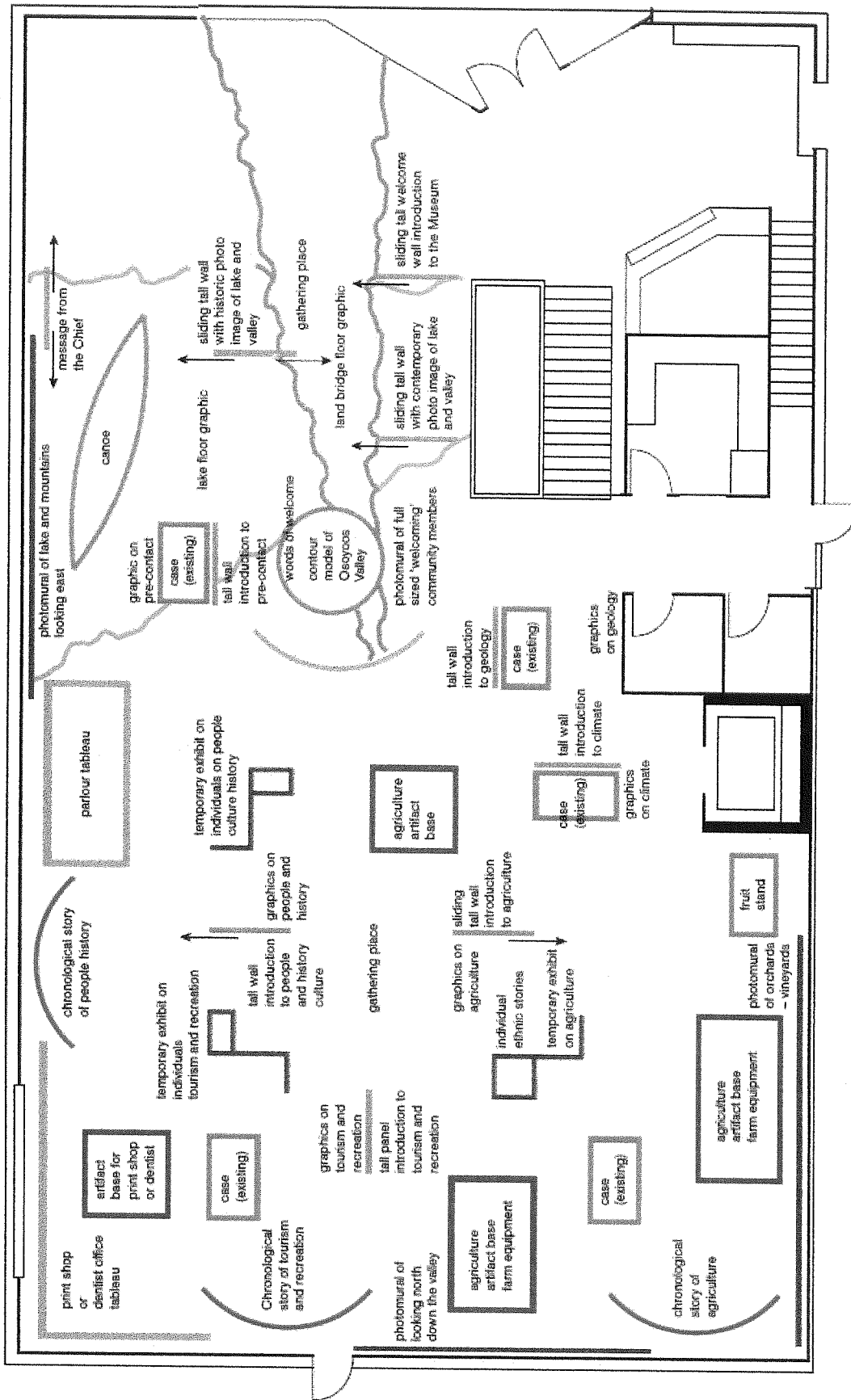
The visitor is encouraged to move from left to right (in the direction one reads) and proceed in a circle around the exhibit hall however people can naturally move in any direction they so choose through the exhibits and still appreciate the stories on exhibit.

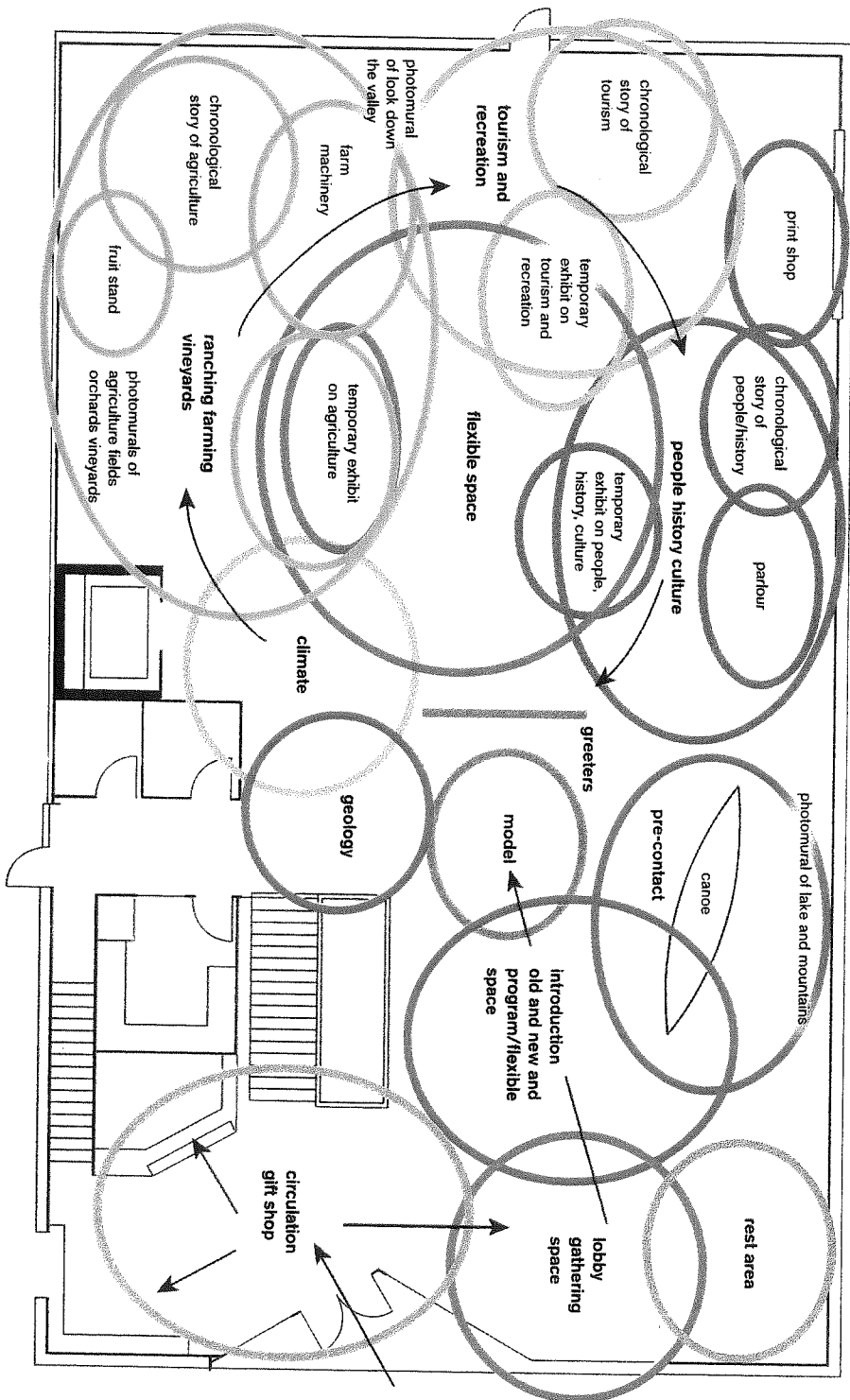
The three major themes being considered are:

- agriculture and the many different ethnic groups that came in waves over time
- the people, cultures and history of the town as it evolved into what it is today
- tourism and recreation, what draws people here and what draws them back, a rich history (natural and human history) that has always attracted people to this place

The First Nation story will be presented in each theme, integrated and integral to each story told. Other minor themes included geology and weather.

The entrance is the important first impression for visitors. The concept suggests not only impressive landscape images to attract people into the building but also presenting a path leading to images of community members standing to greet visitors as they enter the hall. A large model is also positioned to help orient visitors. A few written words will express a welcome and greeting from the Mayor and Chief. The entrance is also designed so graphics and exhibits can be moved out of the way on occasion to create open space for special performances, presentations and demonstrations. The concept for this Museum from the beginning has always placed a strong emphasis on programming with as much community participation and involvement as possible.





REVISED EXHIBIT BUDGETS FOR OSOYOOS MUSEUM

Based on Revised DJA Layouts Supplied Mar 2015

GRAPHIC COSTS

LOBBY

Lake image on floor	650 sqft @ \$25 per sqft	\$16,250.00	
Land-Bridge image on floor	120 sqft @ \$25 per sqft	\$3,000.00	
3 tall sliding panels - image both sides	600 sqft @ \$25 per sqft	\$15,000.00	
			<hr/>
			\$34,250.00

1st NATIONS

Wall mural	260 sqft @ \$25 per sqft	\$6,500.00	
3 tall sliding panels - image both sides	300 sqft @ \$25 per sqft	\$7,500.00	
			<hr/>
			\$14,000.00

WELCOME AREA

Model	8'-0" Circle	\$15,000.00	
Photo mural of welcoming figures	70 sqft @ \$25 per sqft	\$1,750.00	
Welcome quotes		\$1,000.00	
			<hr/>
			\$17,750.00

GEOLOGY

Tall panel - 2 sides	200 sqft @ \$25 per sqft	\$5,000.00	
Existing case interior graphic		\$500.00	
Graphic on existing wall	128 sqft @ \$25 per sqft	\$3,200.00	
			<hr/>
			\$8,700.00

CLIMATE

Tall panel - 2 sides	200 sqft @ \$25 per sqft	\$5,000.00	
Existing case interior graphic		\$500.00	
			<hr/>
			\$5,500.00

AGRICULTURE

Wall mural	300 sqft @ \$25 per sqft	\$7,500.00	
Chronological graphic	90 sqft @ \$25 per sqft	\$2,250.00	
Existing case interior graphics	2 @ \$500	\$1,000.00	
Tall panel - 2 sides	200 sqft @ \$25 per sqft	\$5,000.00	
Temporary magnet graphics	24 LnFt @ \$200 per LnFt	\$4,800.00	
Artifact bases	3 @ \$3000	\$9,000.00	
			<hr/>
			\$29,550.00

TOURISM & REC.

Tall panel - 2 sides	200 sqft @ \$25 per sqft	\$5,000.00	
Chronological story	90 sqft @ \$25 per ft	\$2,250.00	
Existing case interior graphic		\$500.00	
Magnet graphics	24 LnFt @ \$200 per LnFt	\$4,800.00	
Wall mural	240 sqft @ \$25 per sqft	\$6,000.00	
			\$18,550.00

PEOPLE & HISTORY

Tall panel - 2 sides	200 sqft @ \$25 per sqft	\$5,000.00	
Tableau		\$2,000.00	
Magnet graphics	24 LnFt @ \$200 per LnFt	\$4,800.00	
Chronological story	90 LnFt @ \$25 per ft	\$2,250.00	
			\$14,050.00

PRODUCTION MANAGEMENT, SHIPPING & INSTALLATION (Graphics)

Production management, scheduling, samples, pre-press, etc.		\$10,000.00	
Installation Disbursements		\$10,000.00	
Packing and shipping		\$8,000.00	
			\$28,000.00

TOTAL - GRAPHICS**\$170,350.00**

REVISED EXHIBIT BUDGETS FOR OSOYOOS MUSEUM

Based on Revised DJA Layouts Supplied Mar 2015

MILLWORK COSTS

LOBBY

Tall rolling panels	3 @ \$8000	\$24,000.00	
			\$24,000.00

1st NATIONS

Tall rolling panels	2 @ \$8000	\$16,000.00	
Refurbish existing case	1 @ \$500	\$500.00	
			\$16,500.00

WELCOME AREA

Model		\$15,000.00	
Chronological wall		\$6,000.00	
Overhead welcome graphic		\$1,000.00	
			\$22,000.00

GEOLOGY

Tall panel	1 @ \$8000	\$8,000.00	
Refurbish existing case	1 @ \$500	\$500.00	
			\$8,500.00

CLIMATE

Tall panel	1 @ \$8000	\$8,000.00	
Refurbish existing case	1 @ \$500	\$500.00	
			\$8,500.00

AGRICULTURE

Tall panels	2 @ \$8000	\$16,000.00	
Artifact bases	3 @ \$3000	\$9,000.00	
Temporary Exhibit System		\$16,000.00	
Chronological wall		\$6,000.00	
			\$47,000.00

TOURISM & REC.

Tall panel	1 @ \$8000	\$8,000.00	
Chronological wall		\$6,000.00	
Temporary Exhibit System		\$16,000.00	
Refurbish existing case	1 @ \$500	\$500.00	
			\$30,500.00

PEOPLE & HISTORY

Tall panel	1 @ \$8000	\$8,000.00	
Chronological wall		\$6,000.00	
Temporary Exhibit System		\$16,000.00	
Tableaus	2 @ \$2000	\$4,000.00	
			<hr/>
			\$34,000.00

PRODUCTION MANAGEMENT, SHIPPING AND INSTALLATION (Millwork)

Production management, scheduling, shop drawings, etc.		\$15,000.00	
Shipping & installation		\$20,000.00	
			<hr/>
			\$35,000.00

TOTAL - MILLWORK**\$226,000.00**

REVISED EXHIBIT BUDGETS FOR OSOYOOS MUSEUM

Based on Revised DJA Layouts Supplied Mar 2015

SUMMARY OF REVISED EXHIBIT BUDGETS

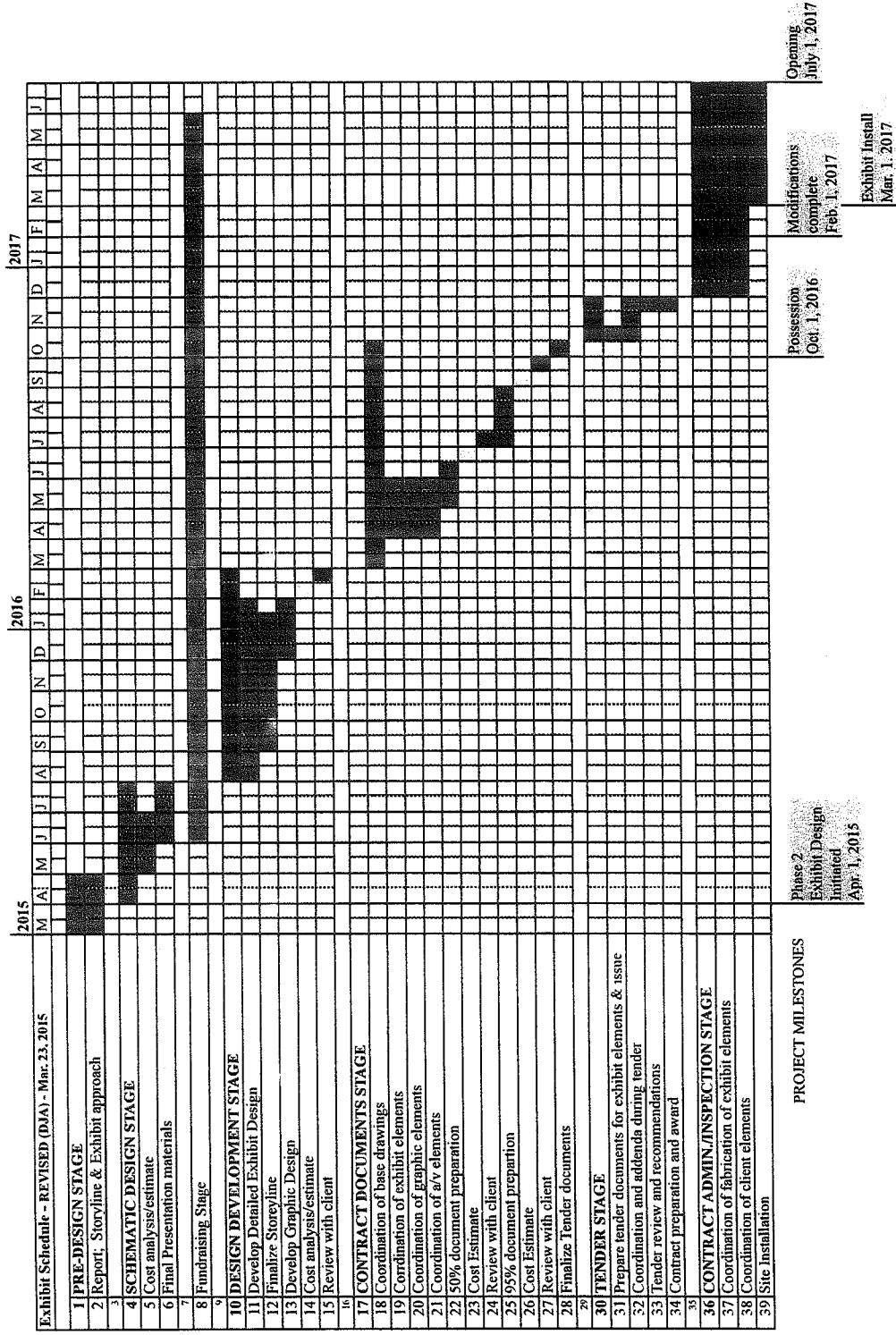
GRAPHICS (see detailed costs attached)	\$170,350.00	
MILLWORK (see detailed costs attached)	\$226,000.00	
PHOTO ACQUISITION	\$5,000.00	
CUSTOM PHOTOGRAPHY	\$10,000.00	
COMMISSIONED ARTWORK & ILLUSTRATIONS	\$10,000.00	
ARTIFACT LABELS	\$600.00	
LIGHTING (covered in base building)	n/a	
ADDITIONAL COSTS (by others) (Refer to BMA report p.64)	n/a	
TOTAL		\$421,950.00 *
SOFT COST ESTIMATE FOR EXHIBIT DESIGN / PREPARATION OF GRAPHICS / EXHIBIT DESIGN DEVELOPMENT / INSTALLATION SUPERVISION (15%)	\$63,292.50	
EXHIBIT DESIGN DISBURSEMENTS (Expenses, travel, accoms, etc.)	\$14,757.50	
TOTAL		\$78,050.00
EXHIBIT SUBTOTAL		<u>\$500,000.00</u>
CONTINGENCY - General (15%)		\$75,000.00
EXHIBIT TOTAL (Excluding Taxes)		<u><u>\$575,000.00</u></u>

NOTES:

* Does not include additional costs from BMA report (p.64).

Exhibit design schedule -- phase 2 (revised March 23, 2015 -- DJA)

The exhibit schedule runs in tandem with the building schedule to ensure proper coordination amongst disciplines. Research and exhibit development would be ongoing, as this is the primary responsibility of the museum.



April 13, 2015

Hi Mat,

Thank you for your request to provide you with a proposal for the next step in exhibit design development.

The last brief report we supplied on March 25 entitled "Update on Exhibit Design" outlined background work, current requirements and the vision, this report included a concept drawing and a preliminary drawing with all major themes identified and positioned within the exhibit hall. This report also included a revised exhibit budget and schedule.

It is our understanding this report was well received so it is our assumption the next steps of the exhibit design can build on the design directions provided in this report. In general, the vision in this report was to provide an exciting entrance with photo murals on the walls and floor depicting the beautiful local environment of Osoyoos. The entry exhibits are designed to draw visitors into the exhibit hall where they are greeted by life-sized photos of people from Osoyoos, there to welcome people into their world. Around this greeting are exhibits that touch on pre-contact, geology and climate. The main gallery contains 3 major themes, agriculture, tourism and history of people and culture. A visitor moves through these themes from left to right. The more permanent presentations are nearest the perimeter walls leaving the centre of the gallery for more temporary, changeable exhibits and programs on these 3 major themes.

As you might gather from the preliminary drawings, each of these major themes are comprised of a few basic exhibit components e.g., a curved chronological story wall, a temporary exhibit structure with changeable graphics, a few existing exhibit cases, tall moveable divider walls that introduce themes and receive graphics. There are also some moveable exhibit bases large enough to accommodate larger equipment and machinery. With this in mind, we suggest the next logical step in exhibit design development would be to begin to explore these exhibit components, what they look like, how they work together within the hall and also work out fabrication/installation costs in more detail.

This work would logically fit in the schedule under the 'Pre-design' and a portion of the 'Schematic design' stage, the deliverables would include an isometric of the exhibit hall with exhibit components placed, along with a proposed graphic treatment for each exhibit

component receiving graphics (these graphics cannot be 'project specific' because the storylines have not yet been developed, however the overall look and feel of the graphics can be provided for comments and reaction). The structures for each exhibit component will go through an exhibit development stage to better determine final design and resulting costs. It is assumed with this work complete we are in a better position to decide what we want to provide for opening, as well as what we can afford to provide (depending on available resources).

We understand this phase of the work is intended to significantly move this project forward. It is our intention to work closely with BMA to ensure exhibit design is in step with architectural development, at all times. We also understand there is a budget between \$10,000 and \$15,000 for this work. It is our intention to provided this next step for \$12,000 plus disbursements (not to exceed \$15,000 limit).

We hope this meets with your approval and we look forward to working with you and your team on the exciting work to come.

A handwritten signature in dark ink, appearing to be 'D. Jensen', written in a cursive style.

David Jensen

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Grant Policies

Administrative Recommendation:

THAT the Board of Directors adopt the Community Works Gas Tax Funding Policy attached hereto; and,

THAT the Board of Directors rescind Policy No P1850-00.01 Electoral Area Grant in Aid and adopt the Electoral Area Community Grant in Aid Policy attached in the administrative report dated June 4, 2015 from B. Newell; and,

THAT the Board of Directors rescind Policy No P1850.02 Regional Grant in Aid Requests and adopt the Regional Grant in Aid Policy attached in the administrative report dated June 4, 2015 from B. Newell.

Reference:

Electoral Area Community Grant in Aid Application Form
Electoral Area Community Grant Guidelines
Guidelines for Individual Electoral Area Directors for the Issuance of Community Grants
Regional Community Grant in Aid Application Form

History:

At the May 21, 2015 Corporate Services Committee meeting, the Board reviewed the above noted policies.

The Community Works Gas Tax Policy is a new policy that limits the use of RDOS Community Works Gas Tax funding to assets owned or leased by the RDOS or a member municipality. No modifications to the policy were requested by the Board.

Changes were requested to the Electoral Area Community Grant in Aid Policy and the Regional Grant in Aid Policy.

Analysis:

The Board's direction from the May 21 meeting was for the Electoral Area Community Grant in Aid Policy to remain status quo with the addition of a reporting requirement to the public. The attached policy complies with this direction. The policy and relevant application form have been updated to a new format but the essence of the former policy direction remains. No changes have been made to the intent of the original policy direction with the exception of the addition of a requirement for all grants issued to be reported publicly by December 31 annually.

For the Regional Grant in Aid Policy, the Board direction from the May 21 meeting was to remove the two intake approach and provide for some means of discretionary regional grant funding. The Regional Grant in Aid Policy attached, reflects that direction.

An amount for discretionary grant funding will be brought forward during the budget process for the Board's consideration and approval. Also, a definitive deadline for applications for regional grant in aid to be considered during the budget process will be established and published annually on our website. Grants received by the deadline, will be included in the upcoming annual budget process. Any grant requests received after that deadline would be brought forward separately, as they occur, for consideration by the Board for funding from the established discretionary grant funds.

Respectfully submitted:

"Sandy Croteau"

S. Croteau, Finance Manager

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

POLICY: Community Works Gas Tax Funding Policy

AUTHORITY: Board Resolution No. _____ dated _____.

AMENDED: Board Resolution No. _____ dated _____.

POLICY STATEMENT

Overseeing the effective use of Community Works Gas Tax funding to ensure compliance with the Community Works Fund (CWF) Agreement and meet the needs of Regional District services is a key responsibility of the Regional District

PURPOSE

To outline that CWF funding will only be used for infrastructure projects meeting the eligibility requirements of the CWF agreement that are owned or leased by the Regional District or a member municipality. Ensuring funds are only used for assets owned or leased by the RDOS or a member municipality will aid in the consistent, equitable and accountable use of Community Works Gas Tax funding across the Electoral Areas and ensure funding for existing Regional District services is not eroded.

DEFINITIONS

Community Works Fund Agreement means the 2014 to 2024 Community Works Fund Agreement signed between the Regional District and the Union of BC Municipalities (UBCM).

RESPONSIBILITIES

Boards of Directors shall:

1. Adopt the Community Works Gas Tax Funding Policy
2. Approve funding of CWF projects during the annual budget approval process or by reserve expenditure bylaw

Manager of Finance shall:

1. Confirm the infrastructure is owned or leased by either the RDOS or a member municipality
2. Bring funding requests to the Board in one of the following methods:
 - a) as part of the annual budget approval process
 - b) as a separate reserve expenditure bylaw if received after the annual budget has been approved
3. Report annually to the Board a summary of all CWF projects approved during the year
4. Ensure an annual summary of all CWF projects is posted on the RDOS website to be available to the public

PROCEDURES

In consultation with Electoral Area Directors, Community Works Gas Tax Funding projects are brought forward by managers during the annual budget process.

Finance will ensure the infrastructure project is owned or leased by the RDOS or member municipality.

Eligible CWF projects will be incorporated into the annual budget or, if received after budget approval, brought forward to the Board for approval as individual expenditure bylaws.

Annual reporting will be made to the Board on all projects receiving Community Works Gas Tax funding.

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

POLICY: Electoral Area Grant in Aid Policy

AUTHORITY: Board Resolution No. _____ dated _____.

AMENDED: Board Resolution No. _____ dated _____.

POLICY STATEMENT

This policy shall apply to all grant requests from organizations serving the Regional District but whose efforts are not regional in nature but benefit one or more individual Electoral Areas. Grants to organizations that demonstrate efforts of a regional nature, may be considered under the Regional Grant in Aid Program.

PURPOSE

To support the establishment and the operations of non-profit organizations serving the residents of the Regional District of Okanagan Similkameen

DEFINITIONS

Application form means the application attached as Appendix “A” for review and as amended from time to time

Organization means a registered non-profit organization or a Community organizations that has an established set of working rules/regulations and a bank account in the organization’s name

GENERAL

Organizations that are applying for a grant should demonstrate in their application that:

- Event or initiative fills a need in the community
- Use innovative approaches and techniques in addressing community issues
- Exercise coordination and cooperation with other groups to prevent duplication of projects, programs, services or events
- Seek funding from a variety of sources
- Apply a “user pay” philosophy, where applicable
- Have clearly defined their priorities and purpose in seeking funding

Grant recipients must:

- Provide a report detailing how the grant funds were spent within 12 months of receipt of funding. The report must include a financial accounting of how the funds were used
- If requested, provide the Regional District copies of receipts and/or satisfactory evidence regarding the disposition of grant funds

Exclusion

- Applications from individuals, industrial, commercial or business undertakings are not permitted

Reporting:

- A public report will be made available annually of all Electoral Area Grant recipients and funding amounts

RESPONSIBILITIES

Boards of Directors shall:

1. Approve the level of Electoral Area grant in aid funding annually during the annual budget process

Electoral Area Directors shall:

2. At their sole discretion, and up to the maximum funding approved in the annual budget, allocate funds to qualified applicants

Manager of Finance (or staff designate) shall:

1. Review applications to determine eligibility based on the criteria outlined in this policy.
2. Forward eligible applications to the appropriate Electoral Area Director for their review and consideration
3. Ensure an annual listing of all grant recipients is posted on the RDOS website for public review

PROCEDURES

Board approves an annual budget for Electoral Area Grant in Aid funding annually during the budget process

Applicants complete and submit application form by deadline date posted on RDOS Website

Qualifying applications are sent to the Electoral Area Director for consideration and allocation of funding

Unless specifically requested and approved by the Electoral Area Director, applicants approved will not receive funding before August 1

The following related documents are applicable:

- a) Electoral Area Community Grant Guidelines
- b) Electoral Area Community Grant Application
- c) Guidelines for Individual Electoral Area Directors for the Issuance of Community Grants



APPENDIX A

ELECTORAL AREA COMMUNITY GRANT IN AID APPLICATION FORM

****PLEASE READ THE ELECTORAL AREA COMMUNITY GRANTS GUIDELINES PRIOR TO SUBMITTING APPLICATION****

NAME OF ORGANIZATION		AMOUNT REQUESTED
MAILING ADDRESS		
POSTAL CODE	CONTACT PERSON (NAME AND TITLE)	
TELEPHONE NUMBER	EMAIL ADDRESS	

INFORMATION REGARDING THE APPLICANT ORGANIZATION:

IS YOUR ORGANIZATION A REGISTERED NOT FOR PROFIT SOCIETY IN BC? YES _____ NO _____

IF "YES" PROVIDE REGISTERED SOCIETY NUMBER _____

IF "NO" PROVIDE PROOF OF BANK ACCOUNT IN ORGANIZATION'S NAME (as an attachment to application)

HAS YOUR ORGANIZATION RECEIVED FUNDING FROM THE RDOS BEFORE? YES _____ NO _____

IF "YES"; WHEN _____ AND AMOUNT RECEIVED: \$ _____

DETAILS OF GRANT REQUEST

Please provide the following information in a brief narrative in the **following order**. (maximum 2 pages)

1. Project/Program Abstract

Brief summary of the proposed project/program including:

Total estimated costs;

The amount requested from the Regional District and how the funds will be used;

Other principal sources of support.

2. Project/Program Description

Specify project/program outcomes that you plan to achieve.

Who and how many will be served and why are you serving them? Why would they use your particular services? What geographic area does this project/program target?

How will you reach the population you plan to serve?

What strategies will be used to achieve the proposed outcomes?

How will you know if you have achieved the outcomes proposed?

3. Funding Considerations

Describe plans for obtaining other funding needed to carry out the project/program, including amounts requested of other funders and any volunteer labour and/or in-kind donations.

If the project/program is expected to continue beyond the grant period describe plans for ensuring continued funding after the grant period.

PLEASE CHECK ALL ELECTORAL AREAS THAT WILL BENEFIT FROM YOUR PROJECT/PROGRAM						
ELECTORAL AREA "A"		ELECTORAL AREA "B"		ELECTORAL AREA "C"		ELECTORAL AREA "D"
ELECTORAL AREA "E"		ELECTORAL AREA "F"		ELECTORAL AREA "G"		ELECTORAL AREA "H"

CHECKLIST - DOCUMENTS TO SUBMIT WITH YOUR APPLICATION

_____ Copy of Event or Initiative Budget – A detailed budget (see attached template) including costs, revenues and fees charged. Where possible please provide copies of cost estimates obtained

_____ Details of your Organization's structure (include Directors names and Phone numbers)

_____ For Community Organizations without a Registered Society number, proof of bank account in Organizations name

Please ensure you have answered all sections of this form and provided all the requested documents.

SIGNATURE	DATE
NAME (PLEASE PRINT)	TITLE

SUBMIT TO:

Regional District of Okanagan Similkameen
101 Martin Street
Penticton, BC V2A 5J9
Email: info@rdos.bc.ca
Attention: Finance Manager

FOR OFFICE USE ONLY

AMOUNT OF GRANT REQUESTED	\$
AMOUNT OF GRANT APPROVED (enter 0 if grant is denied)	\$
ELECTORAL AREA DIRECTOR SIGNATURE	

RDOS ELECTORAL AREA COMMUNITY GRANT IN AID BUDGET TEMPLATE	
Organization Name:	
For period	From _____ to _____.
REVENUE	
Grants (provide Names of grantors)	
from Government	
from Foundations	
from Corporations	
Earned Income (ie interest)	
Individual contributions.	
Fundraising events and product sales.	
Membership income	
Additional revenue (please specify)	
TOTAL INCOME	
EXPENSES	
Salaries and wages	
Consultant and professional fees (e.g. accounting, legal, etc.)	
Travel	
Equipment	
Supplies	
Advertising and printing	
Rent	
Utilities (ie electric, gas, telephone, cable)	
Other expenses (please specify)	
TOTAL EXPENSES	
IN KIND SUPPORT (PLEASE PROVIDE DETAILS)	

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN ELECTORAL AREA COMMUNITY GRANT GUIDELINES

These guidelines contain important information concerning the Regional District of Okanagan-Similkameen Electoral Area Community Grant applications forms. Please read these guidelines before completing the application.

Purpose of Grants

Electoral Area Community grants are intended to support the establishment and the operations of non-profit organizations serving the residents of the Regional District of Okanagan Similkameen

Eligible Organizations

- Non-profit societies registered pursuant to the Societies Act.
- Community organizations that have an established set of working rules and regulations and a bank account in the organization's name.

Ineligible Applicants

- Applications from individuals, industrial, commercial or business undertakings.

Criteria for Eligibility

Organizations that are applying for a community grant should demonstrate:

- Event or initiative fills a need in the community
- Use innovative approaches and techniques in addressing community issues
- Exercise coordination and cooperation with other groups to prevent duplication of projects, programs, services or events
- Seek funding from a variety of sources
- Apply a "user pay" philosophy, where applicable
- Have clearly defined their priorities and purpose in seeking funding

Grant recipients must

- Provide a report detailing how the grant funds were spent within 12 months of receipt of funding. The report must include a financial accounting of how the funds were spent
- If requested, provide the Regional District copies of receipts and/or satisfactory evidence regarding the disposition of grant funds

IMPORTANT

- Application deadlines are posted on the RDOS website
- Your organization is not guaranteed a community grant by virtue of meeting the criteria for eligibility.
- The receipt of a community grant in one year does not guarantee receipt of a community grant in a subsequent year.
- The Electoral Area Director retains full discretion with respect to whether community grants are allocated and the amounts of any grants that are allocated.
- If your organization is awarded a community grant, the earliest that funds may be allocated by is August 1st, unless specifically requested by the Electoral Area Director

Guidelines for Individual Electoral Area Directors for the Issuance of Community Grants

Who can receive a community grant?

The *Municipal Act* provides electoral area directors the ability to provide assistance for the purpose of benefiting the community or any aspect of the community. This would preclude the provision of assistance to an individual. However, the Regional Board could provide the money to a service club, who could in turn, create a fund to provide assistance to individuals who meet certain criteria.

Furthermore, the *Municipal Act* does not permit the provision of assistance to an industrial, commercial, or business undertaking. There are provisions within in the *Municipal Act* for this type of assistance, but the process will involve an assent process and the development of an agreement.

The Regional Board should establish the recipients of regional community grants before the adoption of the final budget, to ensure that the Regional Board can deal with all requests at the same time. If the requests are not dealt with within the final budget, the Regional Board will have to address each request after the adoption of the final budget on an individual basis. However, the Regional Board may, by bylaw, delegate authority to individual electoral area directors to allocated grants-in-aid after the adoption of the final budget on the condition that there are sufficient funds within the budget.

How much can I give?

The limit of the budgeted expenditure for providing assistance is the amount that would be obtained by a tax of \$0.10 per \$1,000 on the net taxable value of land and improvements in the regional district. However, the board may provide that assistance is to be apportioned among the municipalities or electoral areas benefiting from the assistance, but the total of all assistance for which a municipality or electoral area may be charged under this section must not exceed the limit.

Could I be in a conflict of interest?

Electoral area directors should always seek their own legal advice with respect to conflict of interest; however, the following should provide some direction:

“Although the *Watson* decision illustrates that the courts are not anxious to disqualify council members from voting on the basis of an affiliation with a service club or a religious group, Council members should exercise caution when dealing with matters involving their organizations. In particular, a Council member should withdraw from Council’s consideration of grants in aid to local organizations or local chapters of organizations in which they are a participant.

The factors which are likely to be taken into account in determining whether a councillor has a conflict involving a decision concerning an organization which they support include:

- (a) the degree of the Council member’s involvement in the organization (for example, if the member is one of the directors of the organization and therefore owes a duty of loyalty to the organization, a conflict of interest is inevitable.

- (b) the size of the organization (for example, an agreement with a national organization is less likely to create a conflict than an agreement with a local organization having only a few members)
- (c) the impact of the decision on the organization (decisions involving payments or the use of municipal land are usually more significant than matters such as proclamations).¹

¹ Anderson, G., "Councillor Conflict of Interest After King" Local Government Law Seminar (1999)

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

POLICY: Regional Grant in Aid Policy

AUTHORITY: Board Resolution No. _____ dated _____.

AMENDED: Board Resolution No. _____ dated _____.

POLICY STATEMENT

This policy shall apply to all grant requests from organizations serving the Regional District who demonstrate their efforts are regional in nature. Grants to organizations that do not demonstrate their efforts are regional in nature may be considered under Electoral Area Community Grants in Aid Program.

PURPOSE

To provide some financial assistance to organizations providing cultural, charitable, sporting, recreational or service activities that benefit the Regional District.

DEFINITIONS

Application form means the application attached as Appendix "A" for review and as amended from time to time

Organization means a registered non-profit organization

GENERAL

Grants will not be provided to subsidize activities that are the responsibility of senior levels of government

Preference will be given to those events or initiatives that have not received assistance from other local government funding

No organization will receive more than two Regional grants in a four year period

Annual maximum grant allocation to an organization will be \$ 50,000

To be considered for a grant under this policy applicants must demonstrate:

- Organization is locally based and their efforts are regional in nature
- Benefits of event or initiative are significant in at least three Electoral Areas and/or member municipalities
- Event or initiative fills a need in the community
- Support from sources other than local, provincial or federal governments
- Alignment with at least one of the Regional District's strategic goals as identified in the annual Strategic Plan

Grant funding is not permitted to be used for the following expenses:

- Remuneration including wages and consulting fees
- Capital improvements to rented or leased premises
- Operating or capital deficits
- Tax payments

Grant recipients must:

- Acknowledge the Regional District as a funding partner in any promotional materials about the event or initiative

-
- Provide a report on how the grant funds were spent within 12 months of receipt of funding. The report must include a financial accounting of how the funds were used as well as information on how the community benefited.
 - Return grant funding not spent within 12 months of receipt of funds

RESPONSIBILITIES

Boards of Directors shall:

1. At their sole discretion, evaluate and allocate Regional grant in aid funding annually during the annual budget process
2. At their sole discretion, consider Regional grant in aid funding requests during the year to be funded from discretionary regional grant in aid funds

Manager of Finance shall:

1. Review applications to determine eligibility based on the criteria outlined in this policy.
2. Bring eligible applications to the Board of Directors for consideration during the annual budget process
3. Bring forward a funding amount annually for discretionary regional grant in aid funds for consideration during the budget process
4. Ensure an annual listing of all grant recipients is posted on the RDOS website by December 31 to be available for public review

PROCEDURES

Applicants complete and submit application form by deadline posted on the RDOS website. Applications received after the deadline may be considered for funding from the discretionary regional grant in aid funds, if available

Board approves regional grant funding requests and establishes a level of funding for the discretionary grant reserve fund annually during the budget process.

Board approves discretionary regional grant funding requests as they arise throughout the year

Unless specifically requested by the applicant and approved by the Chief Administrative Officer, grant funding will not be distributed before August

All applicants will be notified in writing of the Board's decision regarding their applications.

The following related documents are applicable:
Regional Grant in Aid Application Form



APPENDIX "A"

REGIONAL GRANT IN AID APPLICATION FORM

NAME OF ORGANIZATION		AMOUNT REQUESTED
MAILING ADDRESS		
POSTAL CODE	CONTACT PERSON (NAME AND TITLE)	
TELEPHONE NUMBER	EMAIL ADDRESS	

INFORMATION REGARDING THE APPLICANT ORGANIZATION:

IS YOUR ORGANIZATION A REGISTERED NOT FOR PROFIT SOCIETY IN BC? YES _____ NO _____

IF YES PROVIDE REGISTERED SOCIETY NUMBER _____

HAS YOUR ORGANIZATION RECEIVED FUNDING FROM THE RDOS BEFORE? YES _____ NO _____

IF "YES" ; WHEN _____ AND AMOUNT RECEIVED: _____

DETAILS OF GRANT REQUEST

Please provide the following information in a brief narrative in the **following order**. (maximum 2 pages)

1. Project/Program Abstract

Brief summary of the proposed project/program including:

Total estimated costs;

The amount requested from the Regional District and how the funds will be used;

Other principal sources of support.

2. Project/Program Description

Specify project/program outcomes that you plan to achieve.

Who and how many will be served and why are you serving them? Why would they use your particular services? What geographic area does this project/program target? **Please indicate clearly how your project/program is considered regional in nature (Benefits of project/program are significant in at least three Electoral Areas and/or member municipalities**

How will you reach the population you plan to serve?

What strategies will be used to achieve the proposed outcomes?

How will you know if you have achieved the outcomes proposed?

3. Funding Considerations

Describe plans for obtaining other funding needed to carry out the project/program, including amounts requested of other funders and any volunteer labour and/or in-kind donations.

If the project/program is expected to continue beyond the grant period describe plans for ensuring continued funding after the grant period.

CHECKLIST - DOCUMENTS TO SUBMIT WITH YOUR APPLICATION

_____ Copy of Event or Initiative Budget – A detailed budget (see attached template) including costs, revenues and fees charged. Where possible please provide copies of cost estimates obtained

_____ Copy of Organization's last Financial Statement

_____ Details of your Organization's structure (include Directors names)

Please ensure you have answered all sections of this form and provided all the requested documents. Incomplete applications will not be considered. Application deadlines are March 15 and September 15

SIGNATURE	DATE
NAME (PLEASE PRINT)	TITLE

SUBMIT TO:

Regional District of Okanagan Similkameen
101 Martin Street
Penticton, BC V2A 5J9
Email: info@rdos.bc.ca
Attention: Finance Manager

RDOS REGIONAL GRANT IN AID BUDGET TEMPLATE	
Organization Name:	
For period	From _____ to _____.
REVENUE	
Grants (provide Names of grantors)	
from Government	
from Foundations	
from Corporations	
Earned Income (ie interest)	
Individual contributions.	
Fundraising events and product sales.	
Membership income	
Additional revenue (please specify)	
TOTAL INCOME	
EXPENSES	
Salaries and wages	
Consultant and professional fees (e.g. accounting, legal, etc.)	
Travel	
Equipment	
Supplies	
Advertising and printing	
Rent	
Utilities (ie electric, gas, telephone, cable)	
Other expenses (please specify)	
TOTAL EXPENSES	
IN KIND SUPPORT (PLEASE PROVIDE DETAILS)	

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 6, 2015

RE: Naramata Water System Back-up Power Loan Authorization Bylaw

Administrative Recommendation:

THAT Naramata Water System Back-Up Power Loan Authorization Bylaw No .2696, 2015 be read a first, second and third time and be forwarded to the Inspector of Municipalities for Ministry approval prior to electoral approval; and,

THAT the Board of Directors authorize that elector approval for the adoption of the bylaw be obtained through an alternative approval process.

Reference:

Naramata Water System Local Service Establishment Bylaw No. 1620, 1995

History:

In 1995, the Naramata community water utility was transferred to the Regional District and Bylaw 1620, 1995 was established for the supply, treatment, conveyance, storage and distribution of water in and for the community of Naramata, within a portion of Electoral Area "E". Since that time, the service area has grown significantly with multiple additional properties petitioning into the water utility system.

Analysis:

The Naramata Water System is owned and operated by the Regional District of Okanagan Similkameen (RDOS). Located in a rural service area, the water system customers consist primarily of residential and agricultural land users. The system relies on Okanagan Lake as the primary source of raw water to distribute potable water to local customers. Raw water is pumped to the McKay Road Water Treatment Plant (WTP) where it is disinfected and then either flows by gravity or is pumped into the distribution system. The existing network has limited storage and none of the facilities are equipped with backup power.

While power distribution in the area has improved since the transfer station upgrade on Lower Debeck Road, the Naramata Water System continues to be subject to relatively prolonged power outages. In 2013, the Naramata area experienced a 45 minute power outage during the peak demand season, which nearly emptied the system's water storage reservoirs. Without backup power, the system could have emptied the reservoir – resulting in significant risk such as loss of fire flow

capabilities or contamination of the distribution system due to low or negative system pressures. In response to these risks and pursuant to recommendations from the Fire Underwriter's Survey 2006 report, the RDOS intends to provide back-up power for the Naramata Water System to maintain service continuity.

Administration recommends that the debt servicing be recovered as part of the utility billing process, through user fees, as opposed to the creation of a parcel tax.

Interest at 4% over a 20 year term on \$1,000,000 would result in an annual debt servicing cost of \$75,361. The impact of the debt servicing for the basic water fee per water bill would be an increase of \$75.

Communications Strategy:

After Open Houses in the past several years in Naramata informing residents of the back-up power scenario, in 2015 the Director for Electoral Area "E" initiated a community-wide survey that asked 4 questions. These questions related to the direction of proceeding with back-up power for the water system and identifying the funding model to be contemplated. The results of the survey came back very encouraging with "yes" votes in the high 70%. It is anticipated that a backgrounder sheet will be developed to be included with the AAP webpage.

Respectfully submitted,

"Christy Malden"

C. Malden, Manager of Legislative Services

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2696 2015

A bylaw to authorize the long-term borrowing for the acquisition of back-up generator power for the community water utility within the Naramata Water System Service Area

WHEREAS pursuant to Section 819 of the Local Government Act and Section 179 of the Community Charter, the Regional District of Okanagan-Similkameen may, by loan authorization bylaw, borrow money for capital purposes;

AND WHEREAS the Board of the Regional District of Okanagan-Similkameen has established by Bylaw No.1620, 1995, a service for the purpose of supply, treatment, conveyance, storage and distribution of water in and for the community of Naramata within the Naramata Water System Local Service Area;

AND WHEREAS the authority to borrow under this bylaw expires five (5) years from the date on which this bylaw is adopted;

AND WHEREAS the Regional Board of the Regional District of Okanagan-Similkameen has obtained the approval of electors in accordance with the *Local Government Act*;

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

1. AUTHORIZATION OF PURCHASE

The Board of Directors is hereby empowered and authorized, under Bylaw No. 1620, 1995, to provide for the supply, treatment, conveyance, storage and distribution of water in the Naramata Water System Local Service Area and to do all things necessary in connection therewith and without limiting the generality of the foregoing:

2. LOAN AUTHORIZATION

- a) To borrow upon the credit of the Regional District a sum not more than one million dollars (\$1,000,000).
- b) To acquire and have installed all such materials as may be requisite or desirable for or in connection with back-up generator power for the community water utility.

3. TERM OF DEBENTURE

The maximum term for which debentures may be issued to secure debt created by this bylaw is twenty (20) years.

4. **CITATION**

This bylaw may be cited as Naramata Water System Back-Up Power Loan Authorization Bylaw No .2696, 2015

READ A FIRST, SECOND, AND THIRD TIME this xxx day of xxx, 2015

APPROVED by the Inspector of Municipalities this xxx day of xxx, 2015

RECEIVED APPROVED BY THE ELECTORS IN THE NARAMATA WATER SYSTEM LOCAL SERVICE AREA THROUGH ALTERNATIVE APPROVAL this xxx day of xxx, 2015

ADOPTED this xxx day of xxx, 2015

RDOS Board Chair

Corporate Officer

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 6, 2015

RE: Naramata Fire Truck Acquisition Loan Authorization Bylaw

Administrative Recommendation:

THAT Naramata Fire Truck Acquisition Loan Authorization Bylaw No. 2698, 2015 be read a first, second and third time and be forwarded to the Inspector of Municipalities for Ministry approval prior to electoral approval; and,

THAT the Board of Directors authorize that elector approval for the adoption of the bylaw be obtained through an alternative approval process.

Reference:

Naramata Fire Prevention and Suppression Local Service Establishment Bylaw No. 1619, 1995

History:

In 1995, Bylaw No. 1619 was established to facilitate the transfer of the Naramata fire protection service from Naramata Irrigation District and to enable the Regional District to also provide the services of fire prevention and suppression.

When Fire Departments become recognized as a bona fide fire service by the Fire Underwriters of Canada, residents may be entitled to fire insurance premiums discounts. These discounts are primarily based (but not limited to) factors like: available water supply for firefighting purposes, availability of trained staff and personnel, availability of reliable fire apparatus and its water pumping capacity. Naramata Fire Department has been maintaining a 3B – Semi-protected status for some time now.

Analysis:

In order for Naramata Fire Department to maintain their 3B Semi-protected status (for their area residences), they are required to replace their apparatuses every 20 years, while maintaining the ability of pumping 2000 gallons a minute when and if required. When a fire apparatus exceeds the 20 year mark, the certified pumping capacity is reduced by 50%. Currently Naramata's fire apparatuses are at a combined pumping capacity of 1875GPM. Included in this equation is a 1997 Tender that pumps at 650GPM. In 2 years' time this pump capacity (certified by Underwriters) will be reduce by 50 % bringing the total down to approx. 1500GPM. This new fire engine purchase will increase the pumping capacity by 1250GPM.

Interest at 4% over a 15 year term on \$400,000 would result in an annual debt servicing cost of \$36,730 which equates to \$.0816 per thousand of assessment.

Respectfully submitted,

"Christy Malden"

C. Malden, Manager of Legislative Services

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2698 2015

A bylaw to authorize the long-term borrowing for the acquisition of a Fire Truck for the Naramata Fire Prevention and Suppression Local Service Area

WHEREAS pursuant to Section 819 of the Local Government Act and Section 179 of the Community Charter, the Regional District of Okanagan-Similkameen may, by loan authorization bylaw, borrow money for capital purposes;

AND WHEREAS the Board of the Regional District of Okanagan-Similkameen has established by Bylaw No.1619, 1995, a service for the purpose of providing fire prevention and suppression services in and for the Naramata Fire Prevention and Suppression Local Service Area;

AND WHEREAS the authority to borrow under this bylaw expires five (5) years from the date on which this bylaw is adopted;

AND WHEREAS the Regional Board of the Regional District of Okanagan-Similkameen has obtained the approval of electors in accordance with the *Local Government Act*;

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

1. AUTHORIZATION OF PURCHASE

The Regional Board is hereby empowered and authorized, under Bylaw No. 1619, 1995, to provide fire prevention and suppression services in and for the Naramata Fire Prevention and Suppression Local Service Area and to do all things necessary in connection therewith and without limiting the generality of the foregoing:

2. LOAN AUTHORIZATION

- a) To borrow upon the credit of the Regional District a sum not more than four hundred thousand dollars (\$ 400,000).
- b) To acquire and have installed all such materials as may be requisite or desirable in connections with the purchase of a fire truck in and for the Naramata Fire Prevention and Suppression Local Service.

3. TERM OF DEBENTURE

The maximum term for which debentures may be issued to secure debt created by this bylaw is fifteen (15) years.

4. CITATION

This bylaw may be cited as Naramata Fire Truck Acquisition Loan Authorization Bylaw No .2698, 2015

READ A FIRST, SECOND, AND THIRD TIME this xxx day of xxx, 2015

APPROVED by the Inspector of Municipalities this xxx day of xxx, 2015

**RECEIVED APPROVED BY THE ELECTORS IN THE NARAMATA FIRE
PREVENTION AND SUPPRESSION LOCAL SERVICE AREA THROUGH
ALTERNATIVE APPROVAL** this xxx day of xxx, 2015

ADOPTED this xxx day of xxx, 2015

RDOS Board Chair

Corporate Officer

ADMINISTRATIVE REPORT



TO: Board of Directors
FROM: B. Newell, Chief Administrative Officer
DATE: May 21, 2015
RE: Electoral Area "C" Advisory Planning Commission Appointment

Administrative Recommendation:

THAT the Board of Directors appoint Jessica Murphy as a member of the Electoral Area "C" Advisory Planning Commission for a term ending November 30, 2018.

Analysis:

Bylaw 2339 provides for the creation of Advisory Planning Commissions for each of the Regional Districts electoral areas.

Section 3 of the Bylaw establishes that the role of the Commission is to provide recommendations to the Regional District on all matters referred to it by the Regional District or by its Electoral Area Director respecting land use, the preparation and adoption of an official community plan or a proposed bylaw and permits under Divisions 2, 7, 9 and 11 of Part 26 of the *Local Government Act*.

Section 4 of the Bylaw provides for the appointment of members, requiring the Board, by resolution, to appoint members to each Commission on the recommendation of the respective Electoral Area Director.

Commission appointments shall be made by the Board for terms which run concurrent with the Board term, and no term of appointment shall extend beyond term of the Electoral Area Director unless re-appointed by the Board.

On May 27, 2015, Director Schafer recommended Ms. Murphy for appointment to the Electoral Area "C" Advisory Planning Commission.

Respectfully submitted:

C. Malden, Manager of Legislative Services