

**REGULAR MEETING OF COUNCIL
AGENDA**

DATE: July 15, 2024
TIME: 4:30 p.m.
LOCATION: Council Chambers, Enderby City Hall

The public may attend this meeting in person or by means of electronic facilities.

The City of Enderby uses Zoom for its electronic facilities and encourages those who are unfamiliar with the application to test it in advance; for technical support, please contact Zoom.

The access codes for this meeting are:

*Meeting ID: 850 6988 3322
Passcode: 034291*

If you would like to attend this meeting by means of electronic facilities and do not have a computer or mobile phone capable of using Zoom, please let us know and we can provide you with a number that you can call in from a regular telephone.

When applicable, public hearing materials are available for inspection at www.cityofenderby.com/hearings/

1. LAND ACKNOWLEDGEMENT

We respectfully acknowledge that we are on the traditional and unceded territory of the Secwepemc.

2. APPROVAL OF AGENDA

THAT the July 15, 2024 Council Meeting agenda be approved as circulated.

3. ADOPTION OF MINUTES

3.1 Meeting Minutes of June 17, 2024

THAT the June 17, 2024 Council Meeting minutes be adopted as circulated.

Page 4

4. DEVELOPMENT MATTERS AND RELATED BYLAWS

4.1 Housing Agreement Authorization Bylaw No. 1797, 2024 – 704 Cliff Avenue

Memo prepared by Planner dated July 3, 2024

THAT Council gives three readings to Housing Agreement Authorization Bylaw No. 1797, 2024;

Page 12

AND THAT the Corporate Officer be authorized to file in the land title office a notice that the property legally described as LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN EPP115678, and located at 704 Cliff Avenue, Enderby BC is subject to the attached Housing Agreement;

AND FURTHER THAT the Corporate Officer be authorized to register a Section 219 Covenant (Housing Agreement) on the title of the property legally described

as LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN EPP115678, and located at 704 Cliff Avenue, Enderby BC.

- 4.2 Consideration of North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022 for Acceptance Page 25

Memo prepared by Planner dated July 8, 2024

THAT Council receives and files the attached correspondence from the Regional District of North Okanagan dated May 29, 2024;

AND THAT Council reviews North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022 in the context of the City of Enderby Official Community Plan Bylaw No. 1549, 2014 and any other matters it considers relevant;

AND THAT Council accepts North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022 and directs Staff to send correspondence to the Regional District of North Okanagan Board of Directors advising of the City of Enderby's acceptance.

5. CONTINUING BUSINESS AND BUSINESS ARISING FROM COMMITTEES AND DELEGATIONS

6. BYLAWS

- 6.1 Water and Sprinkling Regulation Bylaw Amendment Page 42
THAT Council adopts the City of Enderby Water and Sprinkling Regulation Bylaw No. 1468, 2010 Amendment Bylaw No. 1794, 2024.

- 6.2 Three Readings to Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013 Amendment Bylaw No. 1795, 2024 and Bylaw Notice Enforcement Bylaw No. 1581, 2015 Amendment Bylaw No. 1796, 2024 Page 46
Memo prepared by Planner dated June 28, 2024
THAT Council gives three readings to Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013 Amendment Bylaw No. 1795, 2024;

AND THAT Council gives three readings to Bylaw Notice Enforcement Bylaw No. 1581, 2015 Amendment Bylaw No. 1796, 2024.

7. REPORTS

- 7.1 Mayor and Council Reports

- 7.2 Area F Director Report

- 7.3 Chief Administrative Officer Report

- 7.3.1 Council Inquiries

- 7.4 RDNO Building Permit Report – June 2024 Page 51
THAT the RDNO Building Permit Report – June 2024 be received and filed.

8. NEW BUSINESS

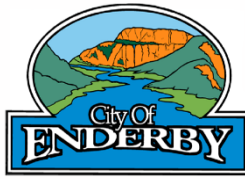
- 8.1 2024-2034 Community Works Fund Agreement Page 52

Memo prepared by Chief Financial Officer dated June 27, 2024
THAT Council authorizes the Mayor and Corporate Officer to execute the 2024-2034 Community Works Fund Agreement on behalf of the City of Enderby.

- 8.2 Community Futures North Okanagan – Rural Community Immigration Pilot Funding Page 78
Memo prepared by Chief Financial Officer dated July 5, 2024
That Council provides an annual grant to Community Futures North Okanagan of \$2,250 from 2025 to 2027 for the Rural Community Immigration Pilot program.
- 8.3 Local Government Climate Action Program – 2024 Public Reporting Page 90
Memo prepared by Planner dated July 8, 2024
THAT Council supports the draft responses to the Local Government Climate Action Program 2024 Survey attached to this memorandum as Schedule 'A'.
- 8.4 License of Occupation with Slim Jim's Diner Page 111
Memo prepared by Chief Administrative Officer dated July 8, 2024
THAT Council authorizes the Corporate Officer to execute the attached license of occupation with Slim Jim's Diner.
- 8.5 Request to Occupy Travel Trailer for Residential Purposes at 133 West Enderby Road Page 119
Memo prepared by Planner dated July 12, 2024
THAT Council does not support the request from Danielle Smith to permit the occupancy of a travel trailer at 133 West Enderby Road for residential purposes.

9. PUBLIC QUESTION PERIOD

10. ADJOURNMENT



THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held on Monday, June 17, 2024 at 4:30 p.m. in Council Chambers.

Present: Mayor Huck Galbraith
Councillor Tundra Baird
Councillor Roxanne Davyduke
Councillor David Ramey
Councillor Brian Schreiner
Councillor Shawn Shishido
Councillor Sarah Yerhoff

Staff: Chief Administrative Officer – Tate Bengtson
Chief Financial Officer – Jennifer Bellamy
Planner – Kurt Inglis
Clerk-Secretary – Andraya Holmes

Other: Press and Public

LAND ACKNOWLEDGEMENT

We respectfully acknowledge that we are on the traditional and unceded territory of the Secwepemc.

APPROVAL OF AGENDA

Moved by Councillor Baird, seconded by Councillor Davyduke
“THAT the June 17, 2024 Council Meeting agenda be approved as circulated.”

CARRIED

ADOPTION OF MINUTES

Meeting Minutes of June 3, 2024

Moved by Councillor Schreiner, seconded by Councillor Yerhoff
“THAT the June 3, 2024 Council Meeting minutes be adopted as circulated.”

CARRIED

Revised Meeting Minutes of May 6, 2024

Moved by Councillor Baird, seconded by Councillor Yerhoff
“THAT the revised May 6, 2024 Council Meeting minutes be adopted as circulated.”

CARRIED

Revised Public Hearing Report of May 6, 2024

Moved by Councillor Schreiner, seconded by Councillor Yerhoff
“*THAT the revised May 6, 2024 Public Hearing Report be adopted as circulated.*”

CARRIED

DELEGATIONS

Okanagan Regional Library CEO Danielle Hubbard and Enderby Community Librarian, Dawn Wierzbicki

Ms. Hubbard introduced herself and presented the goals of the Okanagan Regional Library as well as an overview of the structure of the organization.

The goals of the Okanagan Regional Library include:

- Cultivate learning, literacy, creativity, and imagination.
- Offer a welcoming, inclusive space to gather, and connect.
- Embrace local heritage, and culture.
- Develop and nurture community partnerships.
- Strive for organizational and service excellence.

Explained that a council member from each member community makes up the Library Board and that the organization is 80% municipally funded. The library has a floating collection of materials that can be returned to and borrowed from any branch, and are transported by truck between branches as necessary.

Ms. Wierzbicki gave an overview of some of the programming available at the Enderby branch including paint nights, murder mystery nights, and teen nights.

Highlighted that the Enderby Library participates in Interagency meetings, participates in the Christmas celebrations by hosting the gingerbread house contest, and has public internet stations available. Also reported that as of July, the Enderby Library will be open on Thursdays.

DEVELOPMENT MATTERS AND RELATED BYLAWS

Development Variance Permit #0069-24-DVP-END

The Mayor invited representations from the Public.

There were no representations from the Public.

There were no written submissions.

Moved by Councillor Shishido, seconded by Councillor Schreiner
“*THAT Council authorizes the issuance of a Development Variance Permit for the property legally described as PARCEL A (BEING A CONSOLIDATION OF LOTS 5 AND 6, SEE CB833629) DISTRICT LOT 150 BLOCK 6 KAMLOOPS DIVISION YALE DISTRICT PLAN 211B, and located at 603 Knight Avenue, Enderby BC., to permit a variance to Section 602.10.d of the City of Enderby Zoning Bylaw No. 1550, 2014 by reducing the minimum rear yard setback for a single family dwelling from 6 m (19.68 feet) to 3.4 m (11.15 feet).*”

CARRIED

Temporary Use Permit #0006-21-TUP-END Renewal

Councillor Baird asked if the owner has plans for this lot at the end of the extension.

Chief Administrative Officer responded that the owner has expressed that they would like to either legalize the current use, or build something permanent, but that they are hoping to have more clarity on the future alignment of the highway before deciding.

Moved by Councillor Shishido, seconded by Councillor Baird

“THAT Council authorizes the renewal of Temporary Use Permit 0006-21-TUP-END for the property legally described as Lot 3, Block 11, District Lot 150, Kamloops (formerly Osoyoos) Division Yale District, Plan 211A and located at 803 Vernon Street to permit a retail sales/food service business to operate out of a temporary building, and to use a shipping container for storage purposes, for an additional three-year period, subject to the following conditions:

- a) *Throughout the duration of the Temporary Use Permit, the applicant must provide adequate dust control measures for the subject property and adjacent parcels also owned by the applicant that are implicated in the proposed use;*
- b) *Throughout the duration of the Temporary Use Permit, the applicant must remove particulate matter tracked onto Vernon Street from the subject property or adjacent parcels also owned by the applicant that are implicated in the proposed use;*
- c) *Throughout the duration of the Temporary Use Permit, the applicant must provide sufficient on-site garbage and recycling receptacles which are well-maintained;*
- d) *The dimensions and siting of the temporary building and parking spaces shall be in general accordance with the attached Schedule ‘A’;*
- e) *With regards to the use of a shipping container for storage purposes:*
 - i. *Only one shipping container is permitted on the subject property;*
 - ii. *The use, siting and sizing of the shipping container must adhere to all relevant City of Enderby health and safety specifications;*
 - iii. *The use, siting and sizing of the shipping container must adhere to the regulations expressed in the Zoning Bylaw, as if it were a permitted use, unless otherwise varied (except for the provision of screening);*
 - iv. *The siting and sizing of the shipping container shall be in general accordance with the attached Schedule ‘A’, except that to the extent of a conflict between Schedule ‘A’ and the Zoning regulations or health and safety specifications for shipping containers, the Zoning regulations and health and safety specifications shall prevail;*
 - v. *The exterior of the shipping container shall be complimentary to the aesthetics of the site and surrounding neighbourhood.*

The Temporary Use Permit shall expire three years from the date the Permit is renewed.”

CARRIED

CONTINUING BUSINESS AND BUSINESS ARISING FROM COMMITTEES AND DELEGATIONS

Councillor Ramey declared a conflict of interest because of his involvement in the repairs of the Legion building and recused himself from the meeting at 4:53 p.m.

The Royal Canadian Legion #98 – Partnering Agreement

Rene Verwey and Lindsay Gowan thanked Council for their support of the Legion and reported that work has begun on the building.

Moved by Councillor Baird, seconded by Councillor Davyduke
“THAT Council, having considered the public representation made at its regular meeting of June 3, 2024, authorizes Staff to execute a partnering agreement between The Royal Canadian Legion #98 and the City of Enderby to provide assistance valued at \$25,000 to The Royal Canadian Legion #98 through the Community Enhancement Fund.”

CARRIED

Councillor Ramey returned to the meeting at 4:59 p.m.

BYLAWS

Implementation of Small-Scale Multi-Unit Housing Legislation – City of Enderby Zoning Bylaw No. 1550, 2014 Amendment Bylaw No. 1793, 2024

Councillor Ramey stated that he does not like that the proposed bylaw removes the requirement for one of the registered owners to reside on the property in order to rent an attached or detached secondary suite.

The Planner responded that there is a sound basis to argue that this requirement frustrates the intent of the new Provincial housing legislation and that it could be challenged. Also noted that even before this change to the zoning bylaw, it is likely that the requirement would have been unenforceable.

Councillor Shishido expressed agreement with Councillor Ramey’s concerns and explained that he does not agree with increasing density.

Councillor Schreiner noted that he is in support of more housing in the community.

Councillor Baird asked what would happen if this bylaw was not adopted by Council.

Chief Administrative Officer explained that if Council does not adopt the bylaw by the deadline given, the Province will make the changes on the City’s behalf and that they will likely be more aggressive changes than are proposed in this bylaw.

Moved by Councillor Ramey, seconded by Councillor Schreiner
“THAT Council considers the Provincial Manual & Site Standards – Small Scale, Multi-Unit Housing;

AND THAT Council gives three readings and adopts the City of Enderby Zoning Bylaw No. 1550, 2014 Amendment Bylaw No. 1793, 2024.”

CARRIED

OPPOSED Councillor Ramey
 Councillor Shishido

Water and Sprinkling Regulation Bylaw Amendment

Moved by Councillor Baird, seconded by Councillor Ramey

“THAT Council gives three readings to City of Enderby Water and Sprinkling Regulation Bylaw No. 1468, 2010 Amendment Bylaw No. 1794, 2024.”

CARRIED

REPORTS

Mayor and Council Reports

Councillor Shishido

Attended an Enderby & District Museum Society meeting. Reported that Bob Cowan will have a booth set up at the Enderby Farmers Market selling the History of Enderby books.

Attended the Splatsin Tsm7aksaltn Society fundraiser with Mayor Galbraith.

Councillor Davyduke

Reported that things are going well at the Harvest Hut so far this year.

Attended an Enderby & District Community Resource Centre board meeting and noted that their programs have been well received by the community.

Reported that there are some free family swims coming up at the Enderby pool.

Councillor Yerhoff

Attended a senior’s fair in Vernon.

Reported that there is a concern with foul balls from ball diamond 1 hitting the playground equipment at Riverside Park.

Councillor Schreiner

Will be attending the National Indigenous Peoples Day event at Splatsin Centre on Friday.

Councillor Ramey

Reported that the Arts Centre and the Courtyard Gallery have parted ways.

Reported concerns about the groundskeeping at the Interior Health building on George Street.

Councillor Baird

Attended a golf tournament fundraiser for Camp Mackenzie.

Reported that St. Andrews Church may be closing and that there will be information sessions held on Wednesday the 19th and the 21st of June from 10 a.m. to 11 a.m..

Reported that there is a new art installation at the Cardiff Miller Art Gallery.

Reported that the pride installation at the Arts Centre is great and that they had a beading table outside at the Farmers Market last week that saw lots of traffic.

Reported that stone planter work is ongoing at Cenotaph Park and looks great.

Mayor Galbraith

Thanked Councillor Yerhoff for filling in as Chair of the last Council meeting.

Attended the Splatsin Tsm7aksaltn Society fundraiser and reported that it was a great event.

Attended the A.L. Fortune graduation ceremony.

Attended the walk for dog guides hosted by the Enderby Lions Club.

Chief Administrative Officer

Thanked the Parks and Recreation team for their quick work to minimize downtime and reopen the pool following a water quality incident the week before last.

Reported that Public Works has completed removal of the boxwoods at Cenotaph Park. The stone mason is now doing site preparation. The first pour for the footings was completed this morning.

A temporary patch was placed over the water break excavation area on Knight Avenue and George Street last week. This is not a complete repair, but it is intended to remain until the fall when the area can be dug out to the full depth required to rebuild the gravel base.

The general contractor milled Russell Avenue today. Staff met last week with the owners of Vetter Plaza to discuss how best to coordinate for access to their parking area. A detour has been announced for the next three days as the contractor excavates near George Street for sanitary and storm sewer.

The Canada Day event page on the City website is now public.

The gardening contractor will start adding fresh mulch to many of the garden beds over the course of this month.

The sign has now been posted at Cornerstone Garden acknowledging the hard volunteer work of the Garden Club. Thanked both the Club and Planner for coordinating the sign installation, and Public Works for the work involved in actually getting it installed. The tops of the posts will be cut down and made more aesthetic in the near future.

Councillor Shishido reported that the heritage signs along the riverwalk need some attention and that the nameplates by the stairs in Riverside Park are showing signs of wear.

Chief Administrator responded that Public Works will inspect the signs and nameplates and address accordingly.

Councillor Davyduke reported that one of the 50km/hr signs on the south end of town is obscured by branches. Staff will review the sign for visibility.

Councillor Baird asked about parking downtown when the lot behind City Hall is closed and noted a concern about sightlines at the Maud Street parking lot.

Chief Administrative Officer will meet with Councillor Baird on site to review the concern at the Maud Street parking lot.

Councillor Baird noted that there continues to be an issue of drivers not stopping heading east at the intersection of Cliff and Belvedere and requested that a flasher be added to the stop sign. Chief Administrative Officer will inquire to the Rail Trail owners about the supplier for the flashers that were added to two of the stop signs on the Belvedere Street approach to Brickyard Road and Howard Avenue.

Annual Municipal Report 2023

Meeting on Annual Municipal Report 2023

There were no submissions or representations from the public.

Consideration and Acceptance of the Annual Municipal Report 2023

Moved by Councillor Baird, seconded by Councillor Yerhoff
“THAT Council considers the public input received;

AND THAT Council Approves the 2023 Annual Report.”

CARRIED

City of Enderby Wastewater System Annual Report 2023

Moved by Councillor Shishido, seconded by Councillor Davyduke
“THAT Council receives and files the City of Enderby Wastewater System Annual Report 2023.”

CARRIED

RDNO Building Permit Report – May 2024

Moved by Councillor Schreiner, seconded by Councillor Ramey
“THAT the RDNO Building Permit Report – May 2024 be received and filed.”

CARRIED

PUBLIC QUESTION PERIOD

There were no questions from the public.

CLOSED MEETING RESOLUTION

Moved by Councillor Baird, seconded by Councillor Shishido
“THAT pursuant to Section 92 of the Community Charter, the regular meeting convene In-Camera to deal with matters deemed closed to the public in accordance with Section 90 (1) (a) and Section 90 (2) (b) of the Community Charter.”

CARRIED

ADJOURNMENT

Moved by Councillor Ramey, seconded by Councillor Davyduke
“THAT the regular meeting of June 17, 2024 adjourn at 7:55 p.m.”

CARRIED

MAYOR

CORPORATE OFFICER

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner
Date: July 3, 2024
Subject: Housing Agreement Authorization Bylaw No. 1797, 2024 – 704 Cliff Avenue

RECOMMENDATION

THAT Council gives three readings to Housing Agreement Authorization Bylaw No. 1797, 2024;

AND THAT the Corporate Officer be authorized to file in the land title office a notice that the property legally described as LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN EPP115678, and located at 704 Cliff Avenue, Enderby BC is subject to the attached Housing Agreement;

AND FURTHER THAT the Corporate Officer be authorized to register a Section 219 Covenant (Housing Agreement) on the title of the property legally described as LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN EPP115678, and located at 704 Cliff Avenue, Enderby BC.

BACKGROUND

In early 2024, the owner of 704 Cliff Avenue requested a series of variances as part of a proposed mixed-use development on the property consisting of a two-storey commercial building and a two-storey residential four-plex. The variance request to reduce the minimum number of off-street parking spaces from 11 to 9 was authorized subject to the owner registering a Housing Agreement by Covenant on the title of the property, satisfactory to the City, which requires that the parking demands associated with the residential portion of the development are contained on-site and which shall be a material term of any tenancy agreement. A Housing Agreement is a tool used by local governments to preserve the use of a property for affordable housing or special needs housing purposes, and it may include terms and conditions agreed to by the local government and the owner regarding the occupancy of the dwelling units identified in the agreement.

Attached is the proposed Housing Agreement for 704 Cliff Avenue is structured to manage the parking demands of the development. The key terms of the attached Housing Agreement are as follows:

- No commercial vehicles, motorhomes, oversized vehicles, or trailers are permitted to be parked on the subject property;
- The vehicles of tenants and visitors are not permitted to be parked on a street; and

- Tenancy Agreements must: i) indicate that no commercial vehicles, motorhomes, oversized vehicles, or trailers are permitted to be parked on the subject property, ii) indicate that tenant and visitor vehicles must be parked on the subject property and not on a street, and iii) designate the tenant's parking spaces.

Given that the Housing Agreement is registered on title as a Covenant under Section 219 of the *Land Title Act*, the Corporate Officer must be authorized to execute the instrument. Once the Covenant/Housing Agreement has been registered on title, Staff will proceed with issuing the Development Variance Permit for the subject property. It should be noted that an occupancy restriction has been placed as a condition on the Building Permit for 704 Cliff Avenue, which has allowed them to begin construction in advance of the issuance of the Development Variance Permit to reduce the minimum number of off-street parking spaces; following the registration of the Covenant/Housing Agreement, the Development Variance Permit will be registered and the occupancy restriction lifted.

Respectfully Submitted,



Kurt Inglis
Planner

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1797

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

NOW THEREFORE Council of the City of Enderby, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the "City of Enderby Housing Agreement Authorization Bylaw No. 1797, 2024".
2. Council hereby authorizes the City of Enderby to enter into a Housing Agreement for the property legally described as LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN EPP115678, and located at 704 Cliff Avenue, Enderby BC, a true copy of which is attached to and forms part of this bylaw as Schedule "A".
3. The Mayor and Corporate Officer are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

READ a FIRST time this day of , 2024.

READ a SECOND time this day of , 2024.

READ a THIRD time this day of , 2024.

ADOPTED this day of , 2024.

MAYOR

CORPORATE OFFICER

PART 2 • TERMS OF INSTRUMENT

HOUSING AGREEMENT AND SECTION 219 COVENANT
(Section 483 of the *Local Government Act* and Section 219 of the *Land Title Act*)

THIS AGREEMENT made this ___ day of June, 2024

BETWEEN:

CITY OF ENDERBY
619 Cliff Avenue
Box 400 Enderby, British Columbia
VOE 1V0
(the "**City**")

OF THE FIRST PART

AND:

CHAMPLAIN HOLDINGS LTD.

(the "**Owner**")

OF THE SECOND PART

WHEREAS:

A. The City may, under Section 483 of the *Local Government Act*, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in Section 483(2) of the *Local Government Act*,

B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on land;

C. The Owner is the registered owner in fee simple of the parcel described as:

Legal Description: Lot 1 District Lot 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE
DISTRICT PLAN EPP115678

PID: 031-940-846

Civic Address: 704 Cliff Ave., Enderby, BC VOE 1V0
(the "**Lands**");

D. The Owner has applied to the City to develop one (1) commercial building and one (1) residential four-plex on the Lands;

E. It is a condition on the approval of Development Variance Permit 0067-24-DVP-END to the Owner's Lands that it is to be granted subject to the Owner entering into this covenant and Housing Agreement with the City.

F. The Owner and the City wish to enter into this Agreement to provide for affordable and rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under Section 483 of the *Local Government Act* and a covenant under Section 219 of the *Land Title Act*;

G. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and the Owner covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

i. In this Agreement, unless otherwise defined, words have the same meanings as in the Zoning Bylaw, and the following words have the following meanings:

- a) "**Agreement**" means this agreement and includes all recitals, instruments, schedules, and amendments thereto;
- b) "**Commercial Vehicle**" means any type of motor vehicle that is larger than 5.5m (18.04ft.) long, and 2.95m (9.68ft.) wide, and that by its type of construction and equipment is designed for, and capable of transporting goods or paying passengers;
- c) "**Dwelling Unit**" means one (1) or more rooms used for the residential accommodation of only one (1) family when such room or rooms contain or provide for sleeping, sanitary, and no more than one (1) set of cooking facilities;
- d) "**LTO**" means Kamloops Land Title Office or its successor;
- e) "**Motorhome**" means a type of self-propelled recreation vehicle which offers living accommodation combined with a vehicle engine;
- f) "**Oversized Vehicle**" means any Vehicle that is larger than 5.5m (18.04ft.) long, and 2.95m

(9.68ft.) wide;

- g) "**Parking Space**" means a space designated for parking located on the Lands, which space will not be less than 5.5m (18.04ft.) long, and 2.95m (9.68ft.) wide;
 - h) "**Street**" means any highway, roadway, sidewalk, boulevard, place or right of way which the public is ordinarily entitled or may be permitted to use for the passage of vehicles or pedestrians and includes a structure located in any of those areas;
 - i) "**Tenant**" means a tenant under a Tenancy Agreement;
 - j) "**Tenancy Agreement**" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit;
 - k) "**Trailer**" means an unpowered vehicle towed by a powered vehicle, commonly used for the transportation of people, goods or materials;
 - l) "**Vehicle**" means a device in, or by which, a Tenant or Visitor is or may be transported or drawn on a highway, except a device designed to be moved by human power;
 - m) "**Visitor**" means any guest, visitor or invitee of a Tenant; and
 - n) "**Zoning Bylaw**" means the City of Enderby Zoning Bylaw No. 1550, 2014, as amended from time to time.
- ii. In this Agreement:
- a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the corresponding numbered or lettered article, section or Schedule of this Agreement;
 - d) If a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - e) the word "enactment" has the meaning given in the Interpretation Act on the reference date of this Agreement;
 - f) reference to any enactment includes any regulations, orders or directives made under the

authority of that enactment;

- g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- h) the provisions of Section 25 of the Interpretation Act with respect to the calculation of time apply;
- i) all provisions are to be interpreted as always speaking;
- j) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers;
- k) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- l) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement must be performed, made or exercised acting reasonably.

2. TERMS

- i. The Owner covenants and agrees as follows:
 - a) the Lands must be used only in accordance with this Agreement;
 - b) no Commercial Vehicles, Motorhomes, Oversized Vehicles or Trailers may be parked on the Lands;
 - c) the Lands must have signage clearly identifying Tenant Parking Spaces;
 - d) all Vehicles of a Tenant must be parked on the Lands;
 - e) no Vehicle of a Tenant may be parked on a Street;
 - f) all Vehicles of a Tenant parked on the Lands must be parked in either a designated Tenant Parking Space or a designated Visitor Parking Space;
 - g) at all times the Lands must have at least nine (9) Parking Spaces;
 - h) all Tenancy Agreements must include language:
 - a. indicating all Vehicles must be parked on the Lands consistent with the Owner's

covenants in section 2.i. of this Housing Agreement;

- b. indicating no Vehicle of a Tenant may be parked on a Street; and
- c. designating the Tenant's Parking Space on the Lands.

3. TRANSFER RESTRICTIONS

- i. The Owner and the City hereby covenant and agree that the Owner must not sell or transfer, or agree to sell or transfer, any interest in the Lands or any building thereupon, other than a full interest in the fee simple title to a purchaser that agrees to assume the terms and conditions of this Agreement. This section does not restrict the Owner from granting easements, rights of way and similar interests in land subject to this Housing Agreement and Section 219 Covenant having priority over such interests.

4. NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- i. The Owner acknowledges and agrees that:
 - a) this Agreement constitutes both a covenant under Section 219 of the Land Title Act and a housing agreement entered into under Section 483 of the Local Government Act,
 - b) notice of this Agreement shall be registered in the LTO by the City at the cost of the Owner in accordance with Section 483 of the Local Government Act, and
 - c) this Agreement shall be binding on all persons who acquire an interest in the Lands after registration of this notice, and unless discharged in accordance with this Agreement, run with and bind the Lands in perpetuity.

5. COMPLIANCE WITH AGREEMENT

- i. The Owner hereby irrevocably authorizes the City to make such inquiries as it considers reasonably necessary in order to confirm that the Owner is complying with this Agreement.
- ii. The Owner agrees that it will provide to the City a report in writing, to the reasonable satisfaction of the City, describing compliance with this Agreement.

6. ENFORCEMENT AND WAIVER

- i. Nothing contained or implied herein shall prejudice or affect the rights and powers of the

City in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

- ii. The parties agree that the City is not obligated to inspect the lands or to otherwise ensure compliance with this Agreement, nor is the City obligated to remedy any default of this Agreement. A failure by the City to enforce this Agreement shall not constitute a waiver of any of the City's rights herein.
- iii. Notwithstanding any provision to the contrary in this Agreement, if the Owner is in default of its obligations in this Agreement then the City may, by written notice to the Owner, require such default to be corrected within thirty (30) days after receipt of such notice; and
- iv. if within the thirty (30) days after receipt of such notice the default has not been corrected or reasonable steps to correct the default have not been taken, the City, without limiting any other right it might have, may pursue a remedy consistent with the provisions described in Section 6 (v) and (vi) below.
- v. No remedy under this Agreement is deemed to be exclusive but will, where possible, be cumulative with all other remedies available at law or in equity.
- vi. The Owner covenants and agrees that, in addition to any remedies that are available under this Agreement or at law, the City is entitled to all equitable remedies, including specific performance, injunction and declarative relief to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

7. TERM

- i. Subject to discharge provisions in Section 8, this Agreement shall be in perpetuity.
- ii. If this Agreement is discharged in accordance with Section 8 (i) or Section 11 (i) (c), both parties shall execute the discharge for filing in the LTO.

8. DISCHARGE OR AMENDMENT

- i. This Agreement shall be discharged, amended or affected only by an instrument duly executed by both the Owner and the City. A unilateral discharge is the right of the City under Section 11 (i) (c).
- ii. Pursuant to Section 483 (4) of the *Local Government Act*, this Agreement may be amended only by a bylaw adopted with the consent of the Owner.

9. INDEMNITY AND RELEASE

- i. The Owner hereby releases and indemnifies and saves harmless the City from all loss, damage, costs (including without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation, any and all claims of third parties (and including personal injury, death or damage occurring in or on the Lands), which the City may suffer, incur or be put to arising directly or indirectly out of or in connection with this Agreement, including:
 - a) any breach by the Owner of any covenant or agreement contained in or related to this Agreement;
 - b) the exercise of discretion by any City employee or official for any matter relating to this Agreement;
 - c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Dwelling Units;
 - d) the exercise by the City of any of its rights under this Agreement or an enactment; and/or
 - e) the City withholding any demolition, building or occupancy agreement in accordance with the terms of this Agreement.
- ii. Indemnity and release shall survive the termination of this Agreement.

10. BINDING AND BINDING EFFECT

- i. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, administrators and permitted assignees.
- ii. Once a notice of this Agreement is filed in the LTO, the Agreement and, if applicable, any amendment to it, is binding on all persons who acquire an interest in the land affected by the Agreement, including all amendments thereto.

11. AGREEMENT FOR BENEFIT OF CITY ONLY

- i. The Owner and the City agree that:
 - a) this Agreement is entered into only for the benefit of the City;
 - b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Land or the building or any portion thereof, including any Dwelling Units; and
 - c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

12. NO COMPENSATION

- i. The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in interest or title which at any time results directly or indirectly from the operation of this Agreement.

13. NO PUBLIC LAW DUTY

- i. Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

14. NOTICE

- i. Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

15. SEVERABILITY

- i. If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

16. SOLE AGREEMENT

- i. This Agreement, and any documents signed by the Owner contemplated by this Agreement, represents the whole agreement between the City and the Owner, and there are no warranties, representations, conditions or collateral agreements made by the City or the Owner except as set forth in this Agreement.

17. COVENANT RUNS WITH THE LAND

- i. This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

18. PRIORITY

- i. The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be noted and registered against title to the Lands in priority to all financial charges and financial encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title on the Lands.

19. LIMITATION ON OWNER'S OBLIGATIONS

- i. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

20. NO JOINT VENTURE

- i. Nothing in this Agreement constitutes the Owner as the agent, joint venturer, or partner of the City or gives the Owner any authority to bind the City in any way.

21. JOINT AND SEVERAL

- i. If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

22. APPLICABLE LAW

- i. Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict, except that the Owner shall be responsible for ensuring that every Tenancy Agreement fairly reflects the material terms of this Agreement.

23. FURTHER ACTS

- i. The Owner shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

24. DEED AND CONTRACT

- i. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C and Form D to which this Agreement is attached and which forms part of this Agreement.

PRIORITY AGREEMENT

Staying Power Asset Management Corporation (the "Chargeholder") being the holder of Mortgage No. CB1123495 and Assignment of Rents No. CB1123496 (referred to as the "First Charge").

The Chargeholder, in consideration of the premises and the sum of ONE (\$1.00) DOLLAR now paid to the Chargeholder by the Transferee, hereby approves of and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the First Charge in the same manner and to the same effect as if it had been dated and registered prior to the First Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner
Date: July 8, 2024
Subject: Consideration of North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022 for Acceptance

RECOMMENDATION

THAT Council receives and files the attached correspondence from the Regional District of North Okanagan dated May 29, 2024;

AND THAT Council reviews North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022 in the context of the City of Enderby Official Community Plan Bylaw No. 1549, 2014 and any other matters it considers relevant;

AND THAT Council accepts North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022 and directs Staff to send correspondence to the Regional District of North Okanagan Board of Directors advising of the City of Enderby's acceptance.

BACKGROUND

The Regional District of the North Okanagan (RDNO) adopted the North Okanagan Regional Growth Strategy (RGS) on September 21, 2011. The purpose of an RGS is to promote human settlement that is socially, economically and environmentally sustainable and makes efficient use of public facilities and services, land and other resources.

The RDNO has initiated an update to the RGS to review its Regional Growth Strategy Designation Maps. These maps were established in 2008-2011 and reflect municipal and electoral area Official Community Plan designations during the development of the RDNO's RGS; the designation maps are intended to guide the future growth and development of the region while preventing urban sprawl; the maps have not been revised since the RGS was adopted, despite significant growth in the region over the last thirteen years. As part of the development of the City's Official Community Plan (OCP) in 2014, the Regional Growth Strategy Designation Map for the City of Enderby was embedded as Schedule 'E'.

North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022 has been developed in order to amend the RGS to include nine new Regional Growth Strategy Designation Maps for the member municipalities and electoral areas. Pursuant to section 436(3) of the *Local Government Act*, the RDNO is forwarding Bylaw No. 2923, 2022 to the City of Enderby for consideration and acceptance.

Pursuant to Section 436(4) of the *Local Government Act*, upon receipt of Bylaw No. 2923, 2022 the City must:

- a. Review Bylaw No. 2923, 2022 in the context of any Official Community Plans, both those that are current and those in preparation, and in the context of any other matters that affect its jurisdiction; and
- b. Within 60 days of receipt of the referral, either:
 - i. Accept Bylaw No. 2923, 2022; or
 - ii. Respond, by resolution, to the Regional District of North Okanagan Board of Directors indicating specifically the sections or policies of Bylaw No. 2923, 2022 that the City will not accept and the reasons for its objection.

Staff have reviewed North Okanagan Regional Growth Strategy Bylaw No. 2923, 2022 and can confirm that there are no changes to the Regional Growth Strategy Designation Map for the City of Enderby, aside from the inclusion of a new 'Employment Lands' designation; this 'Employment Lands' designation is intended to designate vacant or underutilized lands that have been identified in the Regional Employment Lands Action Plan or other Land Use plans for clusters of business and economic uses and activities. It should be noted that all of the parcels on the proposed Regional Growth Strategy Designation Map for the City of Enderby which have an 'Employment Lands' designation are already designated for commercial development in the City's OCP, except for the lands along the northern stretch of Brickyard Road which are designated in the OCP for residential development. Although these parcels are designated in the OCP for residential development, they have recently developed to an industrial land use consistent with their General Industrial (I.2) zoning designation. Given that this area has developed to an industrial land base, Staff will be proposing to amend the OCP future land use designations of these properties from residential to industrial, as part of the OCP update planned for 2025 to bring it into compliance with the recent Provincial housing legislation.

Consistent with Section 436(4) of the *Local Government Act*, it is recommended that Council reviews Bylaw No. 2923, 2022 in the context of the City of Enderby Official Community Plan Bylaw No. 1549, 2014 and any other matters it considers relevant, and accepts the Bylaw. It is Staff's opinion that the City's Official Community Plan is the only matter that is relevant to Council's consideration of the proposed North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022. Subject to its acceptance, Staff will send correspondence to the Regional District of North Okanagan Board of Directors advising of the City of Enderby's acceptance of Bylaw No. 2923, 2022. If a resolution is not brought forward by the end of the 60-day acceptance period, the City is deemed to have accepted the Bylaw in accordance with Section 436 of the *Local Government Act*. Should Council choose not to accept some or all of Bylaw No. 2923, 2022, a resolution process would be triggered in order to settle the objections and enable the acceptance of the Bylaw.

Lastly, Staff note that once the City initiates an update to Official Community Plan Bylaw No. 1549, 2014 in 2025, Staff will update the *Schedule "E" - City of Enderby Regional Growth Strategy Designations Map* to reflect the new 'Employment Lands' designation.

Respectfully Submitted,



Kurt Inglis
Planner



REGIONAL DISTRICT NORTH OKANAGAN

MEMBER MUNICIPALITIES:

CITY OF ARMSTRONG VILLAGE OF LUMBY
CITY OF ENDERBY CITY OF VERNON
DISTRICT OF COLDSTREAM TOWNSHIP OF SPALLUMCHEEN

ELECTORAL AREAS:

"B" – SWAN LAKE "E" – CHERRYVILLE
"C" – BX DISTRICT "F" – ENDERBY (RURAL)
"D" – LUMBY (RURAL)

OFFICE OF: PLANNING DEPARTMENT

OUR FILE No.: 3045.01.02

May 29, 2024

- City of Armstrong
- District of Coldstream
- City of Enderby
- Village of Lumby
- Okanagan Indian Band
- Township of Spallumcheen
- Splotsin
- City of Vernon
- Electoral Area Advisory Committee
- Regional District of Central Okanagan
- Columbia Shuswap Regional District
- Thompson Nicola Regional District
- Regional District of Kootenay Boundary
- Regional District of Central Kootenay

Re: Submission of the North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022 for Acceptance by Affected Local Governments

On May 22, 2024, a Public Hearing was held for Regional Growth Strategy Amendment Bylaw No. 2923, 2022. Following the Public Hearing, the Board of Directors passed a resolution to forward Bylaw No. 2923 to the Member Municipalities and adjacent Regional Districts for acceptance.

Pursuant to section 436(3) of the *Local Government Act*, Regional Growth Strategy Amendment Bylaw No. 2923, 2022 is being forwarded to your local government for consideration and acceptance.

Under the provisions of the *Local Government Act*, affected local governments, which include member municipalities and adjacent Regional Districts, have 60 days from the receipt of this letter in which to consider acceptance of Bylaw No. 2923. The acceptance period will begin on June 1, 2024 and conclude on August 29, 2024. At the conclusion of the 60 day period, staff will report to the Board of Directors on the status of acceptance, and if appropriate, whether Bylaw No. 2923 may be considered for Third Reading and Adoption.

Each affected local government is requested to respond to the Regional Growth Strategy Amendment Bylaw No. 2923, 2022 by resolution. For information, section 436(4) of the *Local Government Act* states that upon receipt of the Regional Growth Strategy Bylaw No. 2923, 2022, each affected local government must:

- a) Review the North Okanagan Regional Growth Strategy Amendment Bylaw No. 2923, 2022, in the context of any Official Community Plans, both those that are current and those in preparation, and in the context of any other matters that affect its jurisdiction; and

- b) Within 60 days of receipt of the referral, affected local governments either:
- i. Accept Bylaw No. 2923, 2022; or
 - ii. Respond, by resolution, to the Regional District of North Okanagan Board of Directors indicating specifically the sections or policies of Bylaw No. 2923, 2022, that your local government will not accept.

If a resolution is not brought forward at the end of the 60-day acceptance period, then in accordance with section 436 of the *Local Government Act*, an affected local government is deemed to have accepted the Regional Growth Strategy.

Background

As part of the Regional Growth Strategy (RGS) 5-year review, initiated in May 2015, the Board committed to reviewing the Regional Growth Strategy Designation Maps. These maps were established in 2008-2011 and reflect municipal and electoral area Official Community Plan designations during the development of the RDNO's RGS. The designation maps are intended to guide the future growth and development of the region while preventing urban sprawl and have not been revised since adopted despite significant growth in the region over the last thirteen years.

RGS Boundary Review Criteria was developed to assist in assessing lands for future growth. These criteria included a number of considerations, including whether services are nearby/available, what are the supporting RGS & OCP policies, soil classification & ALR Status were taken into consideration along with the general context (is the proposed parcel adjacent to a growth or future growth area, would the proposed amendment signal that the UCB is not stable), and the demonstrated need for the proposed use. Parcels were identified by member municipalities and electoral areas and assessed against the RGS Boundary Review Criteria. Upon completion of this technical review, the proposed mapping amendments identified approximately 600 parcels for Future Growth within the City of Armstrong (5), Township of Spallumcheen (60), and Electoral Areas B & C above Swan Lake (535) where sewer service is expected to be installed within the next 0-10 year timeframe.

Two new designations have been established: Employment Lands (366 parcels with this new designation) and Employment Lands Agriculture (5 parcels). The definitions of each designation found within the Regional Growth Strategy Designation Maps are as follows:
Growth Areas- are serviced by water and sewer infrastructure and are defined by the Rural Protection Boundary.

Future Growth Areas are areas identified in Official Community Plans or strategic planning initiatives for the future development of residential, commercial, or industrial uses. They are not currently serviced but are anticipated to have both community water and sewer in a 10-20-year timeframe. Once they are fully serviced, they become Growth Areas during the next update.

Rural Protection Areas - are areas that will not have access to water and sewer infrastructure, consist of large lot sizes, and are associated with rural uses and the agricultural land reserve.

Employment Lands - are vacant or underutilized lands that have been identified in the Regional Employment Lands Action Plan or other Land Use plans for clusters of business and economic uses and activities.

Employment Lands - Agriculture- are areas that have been identified for agricultural businesses that strengthen food security and opportunities to provide locally grown and processed food.

From: Planning Department
Subject: Regional Growth Strategy Amendment Bylaw No. 2923, 2022

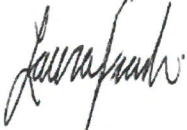
File No.: 3045.01.02
Dated: May 29, 2024
Page 3 of 3

Attached is Regional Growth Strategy Amendment Bylaw No. 2923, 2022 including nine new Regional Growth Strategy maps, attached as Schedule B for consideration of acceptance.

For additional context, please find below a link to the current RDNO Regional Growth Strategy.
https://www.rdno.ca/sites/default/files/2021-04/BL_2500_C.pdf

Please direct any questions to the undersigned, Laura Frank, Regional Planning Projects Manager, at (250) 550-3768 or laura.frank@rdno.ca.

Sincerely,



Laura Frank, MCIP, RPP
Regional Planning Projects Manager

Encl: Bylaw 2923, 2022

REGIONAL DISTRICT OF NORTH OKANAGAN

BYLAW No. 2923

A bylaw to amend the Regional District of North Okanagan Regional Growth Strategy Bylaw No. 2500, 2011

WHEREAS the *Local Government Act* provides that a regional board may develop, adopt, implement, monitor and review a regional growth strategy under part 13 of the Act;

AND WHEREAS the Board of Directors gave written notice of the initiation of a 5-Year Review to affected local governments and the Minister of Community, Sport and Cultural Development on May 13, 2015;

NOW THEREFORE, the Board of the Regional District of North Okanagan in open meeting assembled, hereby **ENACTS AS FOLLOWS**:

CITATION

1. This Bylaw may be cited as "**Regional Growth Strategy Amendment Bylaw No. 2923, 2022**".

AMENDMENTS

2. That Schedule "A" attached to and forming part of Regional Growth Strategy Bylaw No. 2500, 2011 be amended as follows:
 - a. By adding the bold text, in the first sentence in Section 1. Urban Containment and Rural Protection, Regional Growth Strategy Designations, as follows:

The Rural Protection Area Map (Schedule 'B') identifies **Employment Lands, Employment Lands – Agriculture**, Growth Areas, Future Growth Areas and Rural Protection Areas.

- b. By adding the following definitions after the first paragraph in Section 1. Urban Containment and Rural Protection, Regional Growth Strategy Designations, as follows:

EMPLOYMENT LANDS: are vacant or underutilized lands that have been identified in the Regional Employment Lands Action plan or other Land Use Plans for clusters of business and economic uses and activities. It was determined there are few vacant employment lands within the region with a limited diversity of uses in each community. Employment lands are intended to accommodate a number of uses, including, but not limited to, institutional, manufacturing, processing and industrial activities.

EMPLOYMENT LANDS – AGRICULTURE: are areas that have been identified for agricultural businesses that strengthen food security and opportunities to provide locally grown and processed food. The North Okanagan is home to a rich agricultural history, and as the region's agricultural communities continue to grow, innovation and new opportunities for farmers must be considered to achieve a Regenerative Agricultural Network by bringing together natural systems of production with agri-technologies that enhance production, resulting in new jobs and increased localized food system. If these lands are located within the Agricultural Land Reserve, any proposed uses would need to conform with the ALC regulations and or seek approval from the Commission.

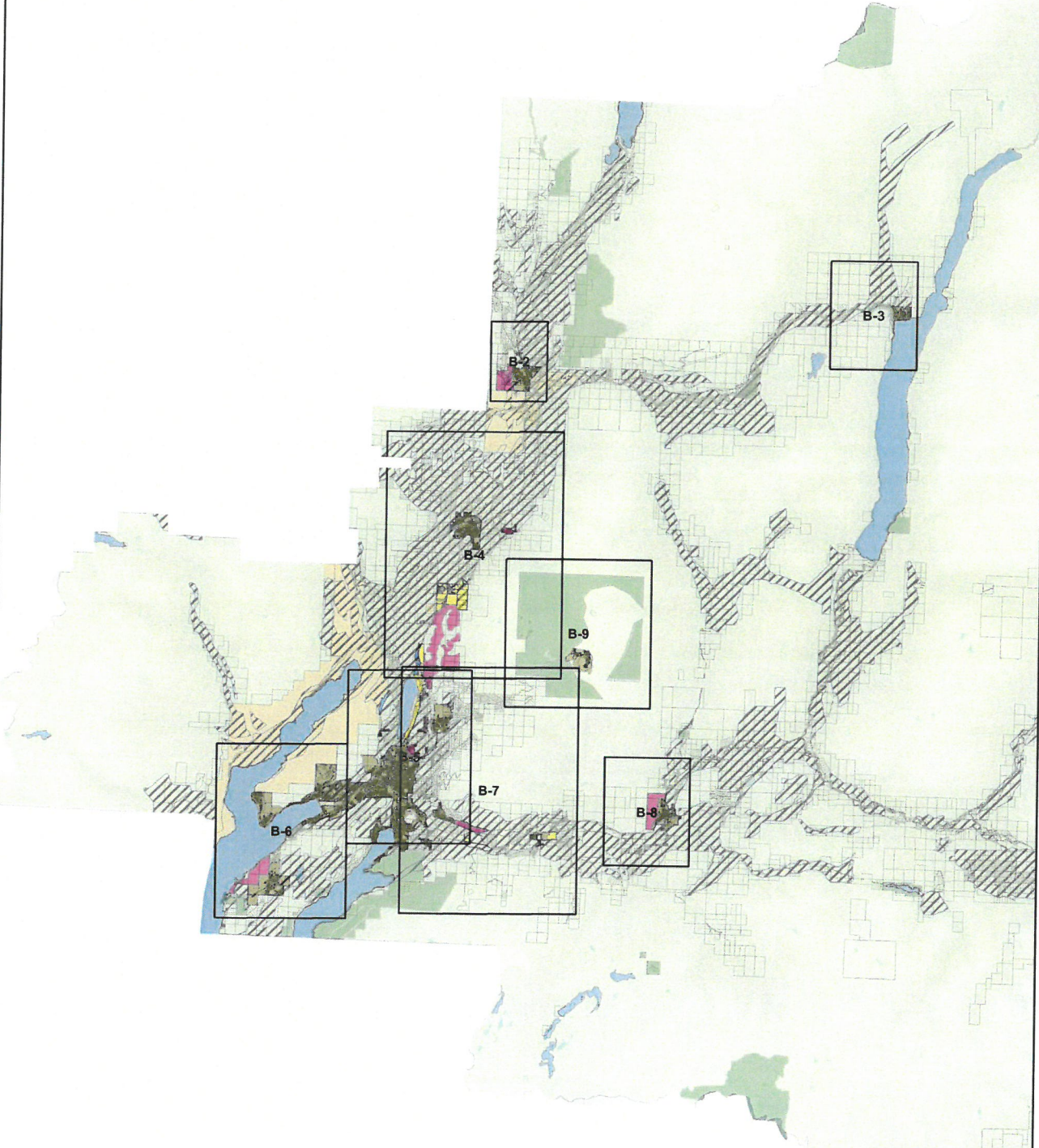
- c. By removing the map image at the end of Section 1. Urban Containment and Rural Protection, Regional Growth Strategy Designations.

- d. That the Table of Contents be updated accordingly.
- 3. That Schedule "B" Regional Growth Strategy Maps, attached to and forming part of Bylaw No. 2500 be deleted and replaced with Schedule "B" attached to and forming part of Bylaw No. 2923.

Read a First Time	this	16th	day of	March, 2022
Read a Second Time, as amended	this	20th	day of	March, 2024
Advertised on	this	13th	day of	May, 2024
	this	14th	day of	May, 2024
Public Hearing held	this	22nd	day of	May, 2024
Read a Third Time	this		day of	, 2024
ADOPTED	this		day of	, 2024

Chair

Deputy Corporate Officer



Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.



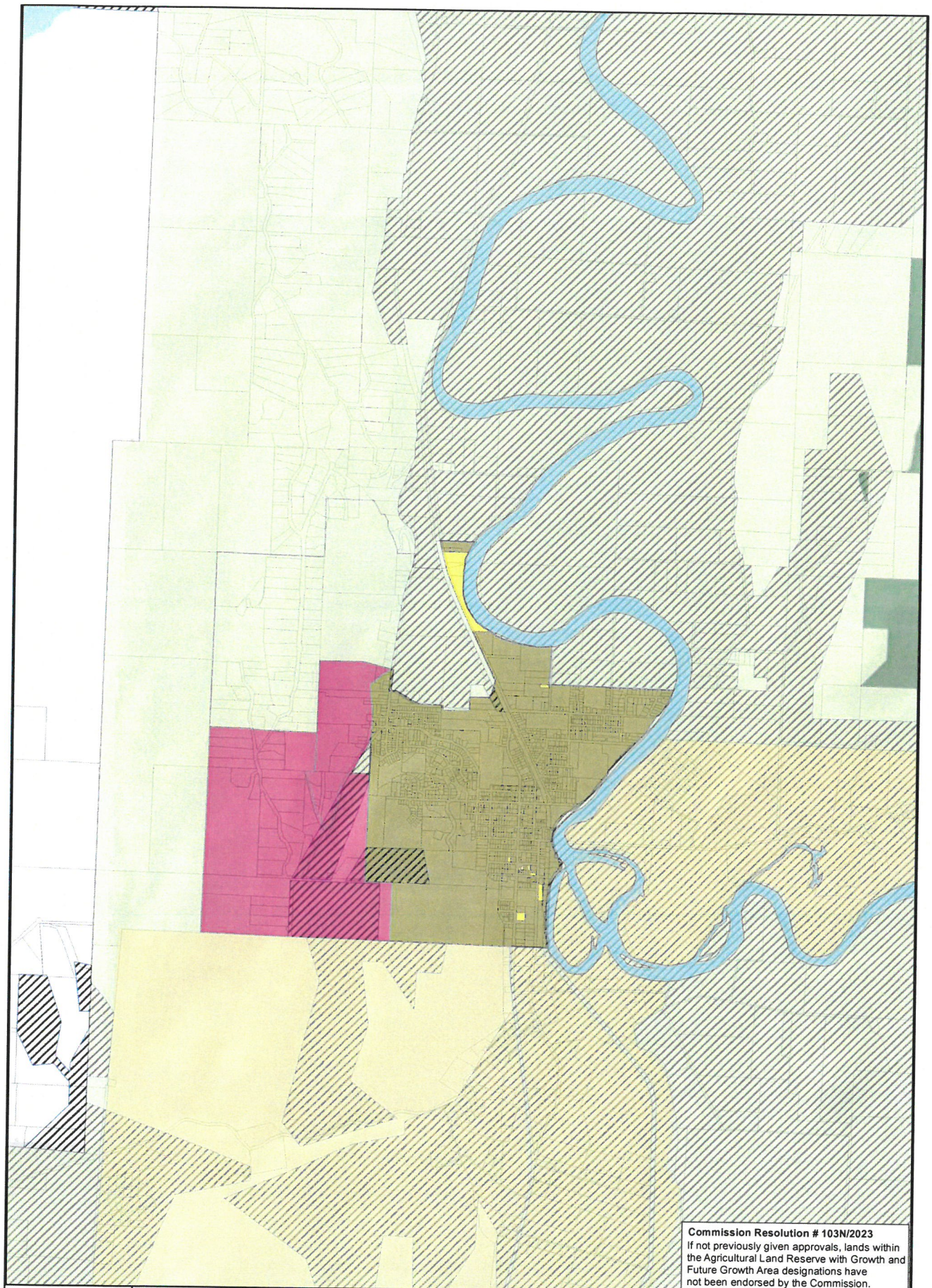
MAP B-1: Regional District of North Okanagan
 Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923,2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the
"Regional Growth Strategy Amendment Bylaw No. 2923,2022"

Dated at Coldstream, B.C. this _____ day of _____, 2024

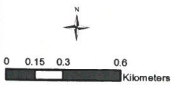
 Corporate Officer



- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes



Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.



MAP B-2: City of Enderby
 Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923,2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the
 "Regional Growth Strategy Amendment Bylaw No. 2923,2022"

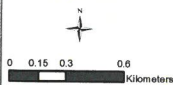
Dated at Coldstream, B.C. this _____ day of _____, 2024

Corporate Officer

- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes



Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.



MAP B-3: Kingfisher (Electoral Area 'F')
 Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923,2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the
"Regional Growth Strategy Amendment Bylaw No. 2923,2022"

Dated at Coldstream, B.C. this _____ day of _____, 2024

Corporate Officer

- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes



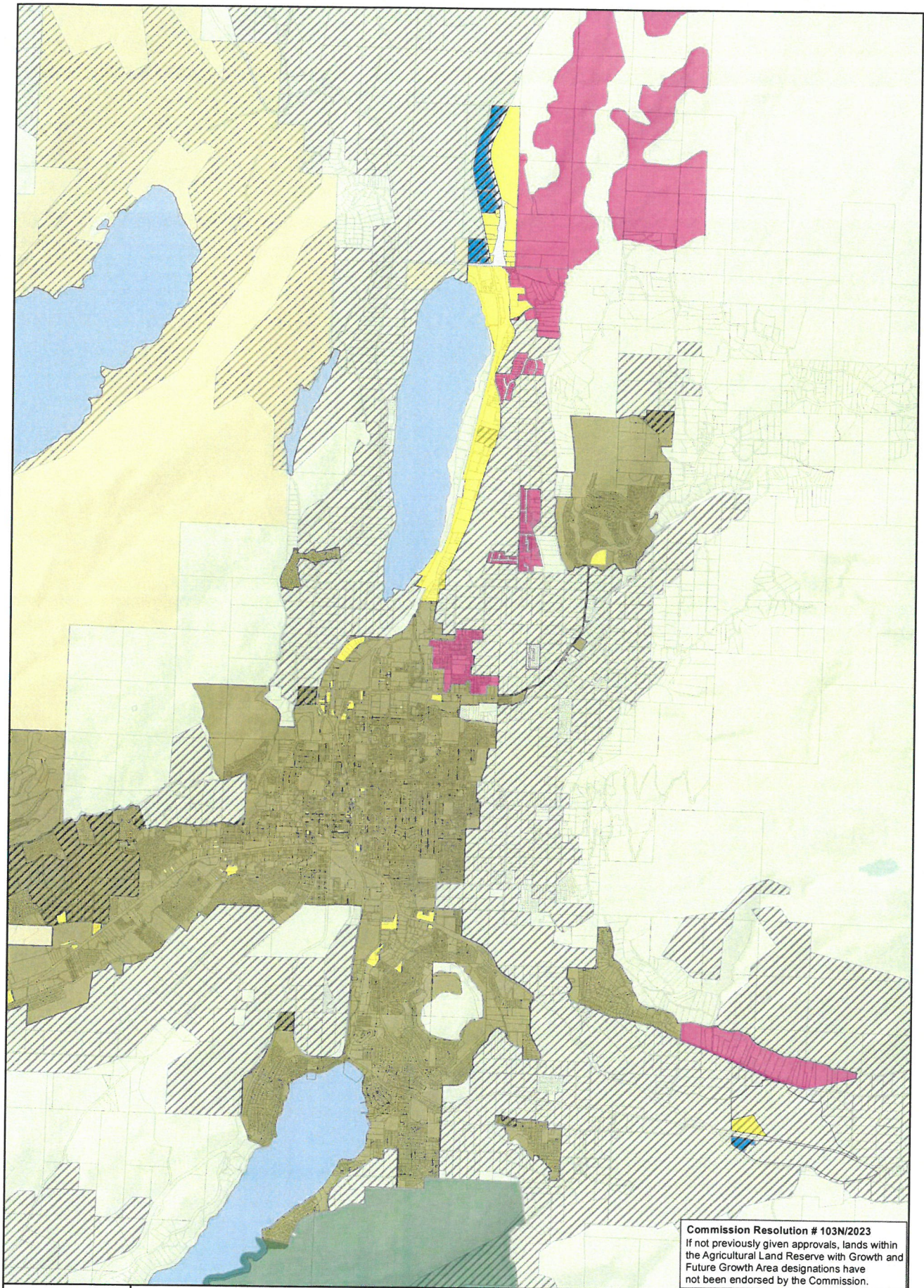
Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.

REGIONAL DISTRICT NORTH OKANAGAN
 One Region. One Future.

MAP B-4: City of Armstrong/Township of Spallumcheen
 Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923,2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the "Regional Growth Strategy Amendment Bylaw No. 2923,2022"
 Dated at Coldstream, B.C. this _____ day of _____, 2024

 Corporate Officer

- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes



Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.

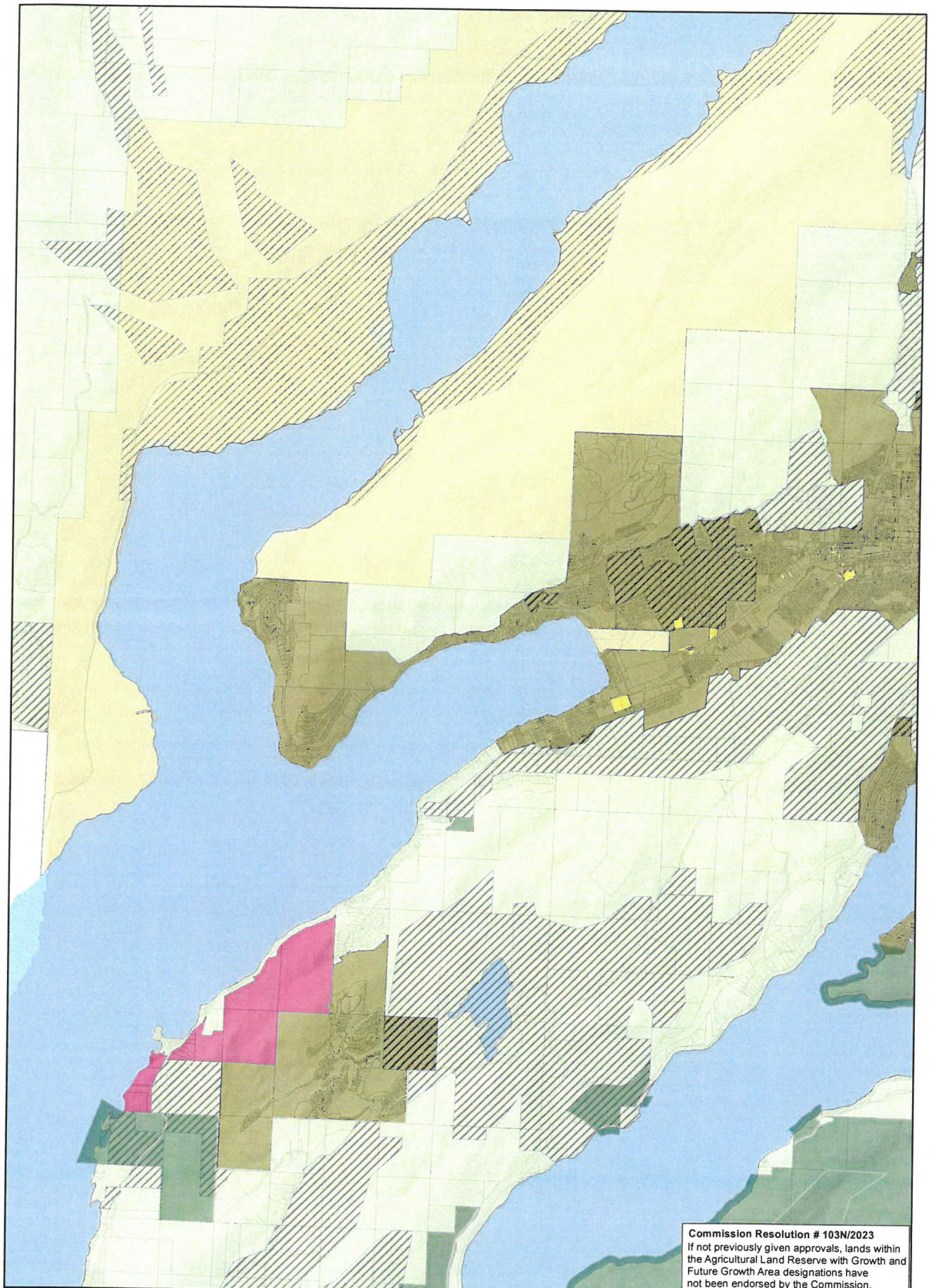


MAP B-5: East Vernon
 Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923,2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the
"Regional Growth Strategy Amendment Bylaw No. 2923,2022"

Dated at Coldstream, B.C. this _____ day of _____, 2024

Corporate Officer

- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes



Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.



MAP B-6: West Vernon

Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923,2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the
"Regional Growth Strategy Amendment Bylaw No. 2923,2022"

Dated at Coldstream, B.C. this _____ day of _____, 2024

 Corporate Officer

- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes



Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.

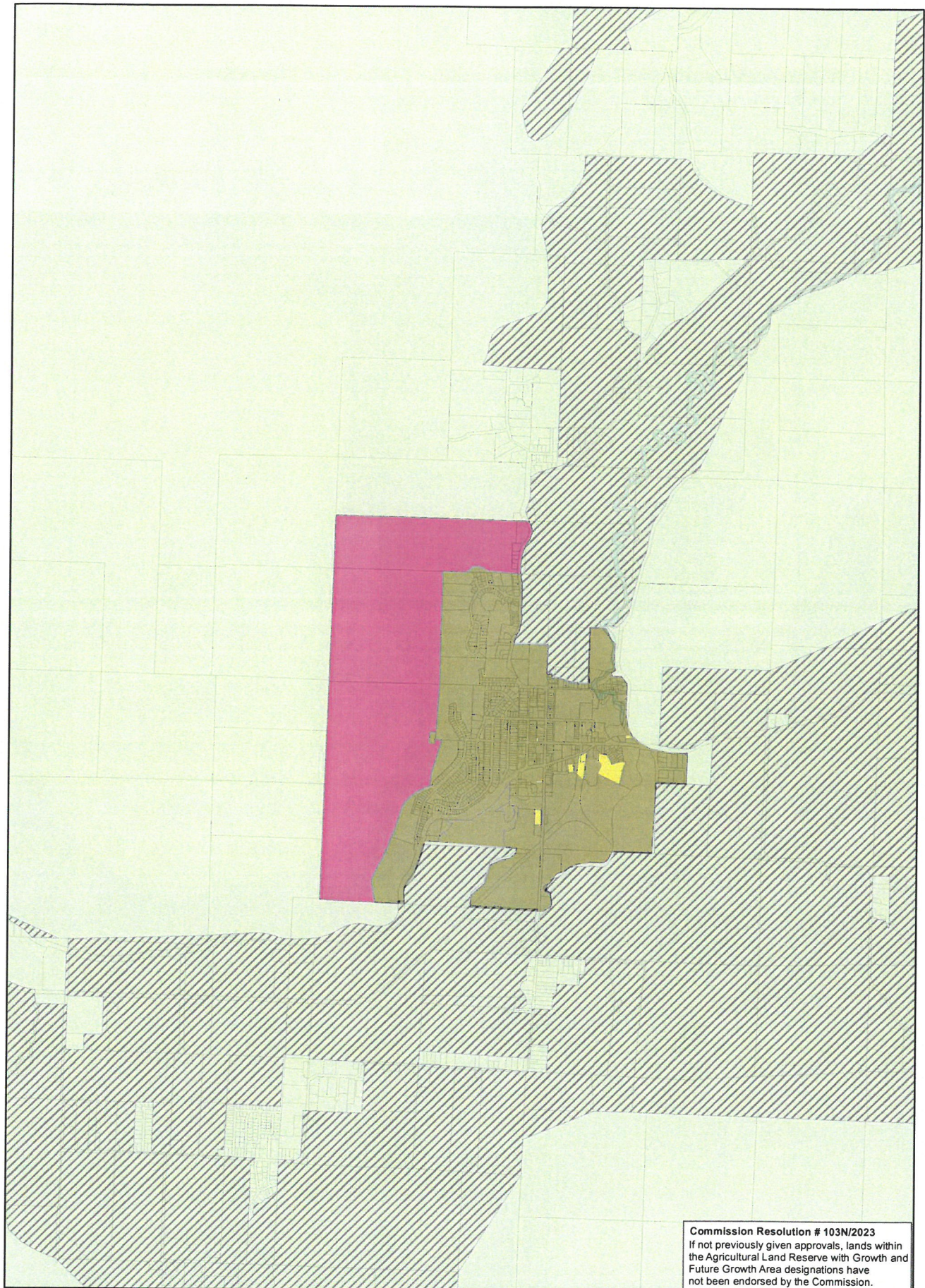
REGIONAL DISTRICT
 NORTH OKANAGAN
 One region. One future.

0 0.5 1 2
 Kilometers

MAP B-7: District of Coldstream
 Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923, 2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the
"Regional Growth Strategy Amendment Bylaw No. 2923, 2022"
 Dated at Coldstream, B.C. this _____ day of _____, 2024

 Corporate Officer

- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes



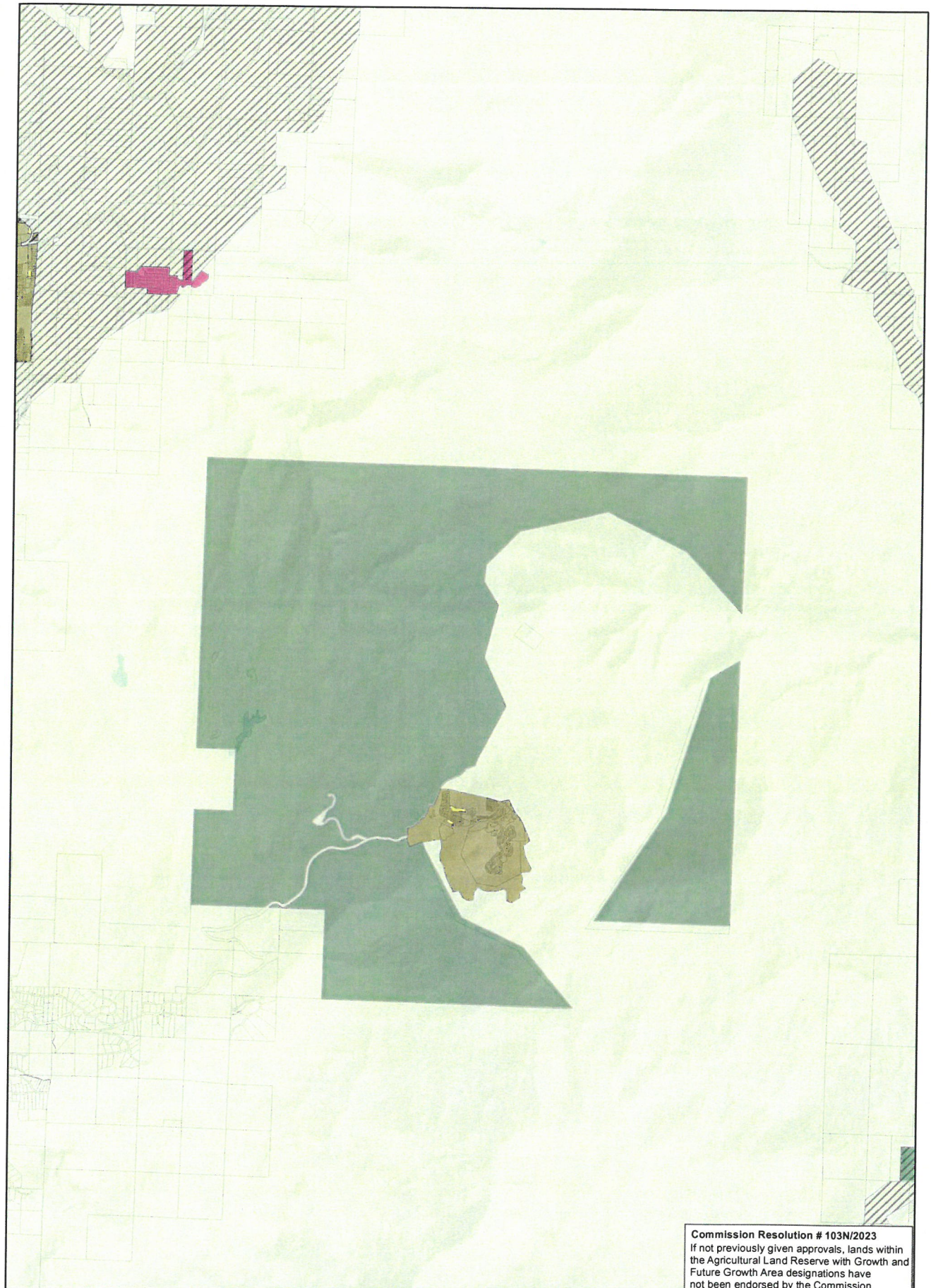
Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.

REGIONAL DISTRICT NORTH OKANAGAN
 One Region One Future

MAP B-8: Village of Lumby
 Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923,2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the
"Regional Growth Strategy Amendment Bylaw No. 2923,2022"
 Dated at Coldstream, B.C. this _____ day of _____, 2024

 Corporate Officer

- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes



Commission Resolution # 103N/2023
 If not previously given approvals, lands within the Agricultural Land Reserve with Growth and Future Growth Area designations have not been endorsed by the Commission.



MAP B-9: Silver Star (Electoral Area 'C')
 Schedule "B" to accompany the Regional Growth Strategy Amendment Bylaw No. 2923,2022
 I hereby certify this to be a true and correct copy of Schedule "B" attached to and forming part of the
"Regional Growth Strategy Amendment Bylaw No. 2923,2022"

Dated at Coldstream, B.C. this _____ day of _____, 2024

Corporate Officer _____

- Employment Lands
- Employment Lands - Agriculture
- Future Growth Area
- Growth Area
- Rural Protection Area
- Agricultural Land Reserve
- First Nations Lands
- Provincial Protected Areas
- Lakes

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1794, 2024

A BYLAW TO AMEND WATER & SPRINKLING REGULATION BYLAW NO. 1468

WHEREAS Council of the City of Enderby has adopted “City of Enderby Water and Sprinkling Regulation Bylaw No. 1468, 2010”;

NOW THEREFORE Council of the City of Enderby, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the “City of Enderby Water and Sprinkling Regulation Bylaw No. 1468, 2010 Amendment Bylaw No. 1794, 2024”.

2. Section 3.04 is amended by replacing the definitions of “Building Code”, “Building Inspector”, “Director”, “meter”, “Plumbing Code”, and “Treasurer” with the following:

“**Building Code**” means the version of the BC Building Code that is currently in effect, and includes errata, revisions, and technical bulletins thereto.

“**Building Inspector**” means a qualified building official as defined in the BC Building Act who is authorized to act on behalf of the City of Enderby.

“**Director**” means the Director of Engineering and Public Works or their authorized representative.

“**meter**” means an apparatus or device used for measuring and reporting the volume of water passing through it, and may be used interchangeably with “water meter”.

“**Plumbing Code**” means the version of the BC Plumbing Code that is currently in effect, and includes errata, revisions, and technical bulletins thereto.

“**Treasurer**” means the Chief Financial Officer of the City of Enderby or their authorized representative.

3. Section 3.04 is amended by removing the definitions of “Professional Engineer” and “Subdivision Bylaw”.

4. Section 3.04 is amended by replacing the final paragraph as follows:

Unless otherwise defined herein, all words or expressions used in this bylaw shall have the same meaning assigned to them as like words or expressions contained in the *Assessment Act*, RSBC 1996 c 20, *Building Act*, SBC 2015 c 2, *Community Charter*, SBC 2003, c 26, *Interpretation Act* RSBC 1996 c 238, *Local Government Act*, RSBC 2015 c 1, the BC Building, Plumbing, and Fire Codes, and the City of Enderby Zoning Bylaw No. 1550, 2014.

5. Section 7.11(b) is replaced as follows:

- (b) Fails to respond to the City's attempts to contact the owner to arrange an appointment to have the water meter installed, or to inspect a meter that has already been installed, or
- 6. Section 7.11 is amended by adding "At the City's sole discretion, in the alternative, it may impose a non-metered user fee on the property." to the end of the section.
- 7. Section 7.14 is amended by replacing "current Provincial Plumbing code" with "Plumbing Code".
- 8. Section 7.25 is replaced with [Intentionally left blank].
- 9. Section 7.27 is replaced with [Intentionally left blank].
- 10. Section 7.28 b) is replaced as follows:
 - b) When it is determined that a reduction should be made, the amount paid by the consumer shall be determined by taking an average of historical readings for a comparable period for the same property, as determined by the Director.
- 11. Section 7.30 is replaced as follows:

The City shall maintain and repair all meters when rendered unserviceable through fair wear and tear, and shall renew them if necessary, provided however that where replacement or repairs of any meter is rendered necessary by the act, neglect or carelessness of the Owner or occupant of any premises, any expense caused to the City shall be charged against and collected from the Owner of such.
- 12. Section 8.03 is replaced as follows:

A consumer to whom notice has been given under this section shall correct the connection or cross-connection by installing an approved backflow prevention assembly in accordance with the current editions of the AWWA Cross Connection Control Manual and CSA-B64.10.
- 13. Section 9.02 is removed in its entirety.
- 14. Section 9.03 is renumbered to Section 9.02.
- 15. Section 9.04 is renumbered to Section 9.03 and is replaced as follows:

The Council may at any time introduce regulations restricting the use of water for sprinkling or any other purpose. Upon receiving due notice of such restriction, no person shall use water for the purposes forbidden by, or in excess of the limits imposed by such restriction. Notice of the regulations shall be given by media publication. Council may introduce a staged system of regulations for which the designation of such stages is delegated to the Director, for which the Director

shall provide public notification through local media in advance of a change to the designated stage.

16. Section 9.04 is added as follows:

Council delegates to the Director the issuance of permits exempting a consumer from a regulation, provided the consumer can demonstrate that there is no practical solution to comply with the regulations despite best efforts. A decision of the Director may be reconsidered by Council upon written request. A request for reconsideration must be in writing and describe the grounds upon which the request is being made. Upon receipt of a request, the Corporate Officer shall place it on a Council agenda and Council may confirm, set aside or alter the decision at it deems appropriate.

17. The first paragraph of Section 9.05 is replaced as follows:

In the event that no regulations have been introduced pursuant to section 9.04, no person shall:

18. Section 9.10 is replaced as follows:

Authority for the use of water from a hydrant in the water system may be obtained on written approval of the Director and subject to the payment of the prescribed charges as outlined in the Fees and Charges bylaw. The City shall, in its sole discretion, retain the deposit or a portion thereof for water usage and/or damage to the hydrant or standpipe.

19. Section 9.11 b) is replaced as follows:

b) The insurance required under Subsection a) shall be kept in force at all times while the water vendor is in business and the water vendor shall supply the City with copies of the policy renewals as they are issued. The policy shall include a clause requiring the insurer to notify the City prior to cancellation of the insurance.

20. Section 9.11 e) is replaced as follows:

e) The maximum volume of water supplied to a premise by the City which may be resold in any calendar year shall be set in the water vendor's agreement.

21. Section 9.12 a) is replaced as follows:

a) Be subject to all the requirements and regulations of this Bylaw.

22. Section 10.02 is amended by removing “, subject to the consent of the CAO,”.

23. Section 10.04 d) is amended by replacing “the approval of Council” with “approval”.

24. Section 11.01 is amended by removing "or Occupant".

25. Section 11.05 is renumbered to Section 11.04.
26. Section 12.03 is removed in its entirety.
27. Appendix "A" is removed in its entirety.

READ a FIRST time this 17th day of June, 2024.

READ a SECOND time 17th day of June, 2024.

READ a THIRD time 17th day of June, 2024.

ADOPTED this day of , 2024.

MAYOR

CORPORATE OFFICER

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner
Date: June 28, 2024
Subject: Three Readings to Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013 Amendment Bylaw No. 1795, 2024 and Bylaw Notice Enforcement Bylaw No. 1581, 2015 Amendment Bylaw No. 1796, 2024

RECOMMENDATION

THAT Council gives three readings to Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013 Amendment Bylaw No. 1795, 2024;

AND THAT Council gives three readings to Bylaw Notice Enforcement Bylaw No. 1581, 2015 Amendment Bylaw No. 1796, 2024.

BACKGROUND

At its regular meeting of May 6, 2024, Council adopted a new Water Conservation and Drought Management Framework. A subsequent amendment to the City of Enderby Water and Sprinkling Regulation Bylaw was advanced to Council at its regular meeting of June 17, 2024 where it received three readings.

Staff are now advancing corollary amendments to the City's Municipal Ticketing Information Bylaw and Bylaw Notice Enforcement Bylaw which will allow the City to issue penalties in cases where prohibited water consumption is taking place in contravention of the new Water Conservation and Drought Management Framework. Staff are recommending that Council give three readings to the amendment bylaws.

Respectfully Submitted,



Kurt Inglis
Planner

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1795, 2024

A BYLAW TO AMEND THE MUNICIPAL TICKETING INFORMATION (MTI) SYSTEM BYLAW
NO. 1518, 2013

WHEREAS Council of the City of Enderby has adopted “City of Enderby Municipal Ticketing Information System Bylaw No. 1518, 2013”;

AND WHEREAS Council wishes to amend Schedule “2” in accordance with the City of Enderby Water and Sprinkling Regulation Bylaw No. 1468, 2010;

NOW THEREFORE Council of the City of Enderby, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the “City of Enderby Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013 Amendment Bylaw No. 1795, 2024”.
3. Schedule “2” attached hereto is hereby established and forms part of City of Enderby Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013.

Read a FIRST TIME this day of , 2024.

Read a SECOND TIME this day of , 2024.

Read a THIRD TIME this day of , 2024.

ADOPTED this day of , 2024.

MAYOR

CORPORATE OFFICER

SCHEDULE "2"

WATER AND SPRINKLING REGULATION BYLAW NO. 1468, 2010

	SECTION	FINE \$	Fine if Pd within 30 days \$
Interference with the water system	4.04 a)	500.	250.
Make or terminate a service connection	4.04 b)	750.	375.
Tamper with the water system	4.04 c), 9.09	750.	375.
Unauthorized water services	6.01, 7.13, 7.22	750.	375.
Failure to notify the City that a meter has stopped working, is leaking, or other irregularities	7.07, 7.19	100.	50.
Tampering or interfering with a water meter	7.08	500.	250.
Cross-connection	8.01	200.	100.
Failure to test backflow preventer	8.05	100.	50.
Prohibited water use during Stage 1 watering restrictions	9.03	100.	50.
Prohibited water use during Stage 2 watering restrictions	9.03	200.	100.
Prohibited water use during Stage 3 watering restrictions	9.03	300.	150.
Prohibited water use during Stage 4 watering restrictions	9.03	500.	250.
Prohibited water use	9.05	100.	50.
Obstruct the Director	8.06, 9.08	750.	375.
Unauthorized sale of water	9.11	500.	250.

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1796, 2024

A BYLAW TO AMEND THE BYLAW NOTICE ENFORCEMENT BYLAW NO. 1581, 2015

WHEREAS Council of the City of Enderby has adopted “Bylaw Notice Enforcement Bylaw No. 1581, 2015”;

AND WHEREAS Council wishes to amend Schedule "A" in accordance with the City of Enderby Water and Sprinkling Regulation Bylaw No. 1468, 2010.

NOW THEREFORE Council of the City of Enderby, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the “City of Enderby Bylaw Notice Enforcement Bylaw No. 1581, 2015 Amendment Bylaw No. 1796, 2024”.
2. Schedule “A” of City of Enderby Bylaw Notice Enforcement Bylaw No. 1581, 2015 is hereby amended to include the following:

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
WATER AND SPRINKLING REGULATION BYLAW						
1468	4.04 a)	Interference with the water system	\$500	\$250	\$500	YES
1468	4.04 b)	Make or terminate a service connection	\$500	\$375	\$500	YES
1468	4.04 c), 9.09	Tamper with the water system	\$500	\$375	\$500	YES
1468	6.01, 7.13, 7.22	Unauthorized water services	\$500	\$375	\$500	YES

1468	7.07, 7.19	Failure to notify the City that a meter has stopped working, is leaking, or other irregularities	\$100	\$50	\$110	YES
1468	7.08	Tampering or interfering with a water meter	\$500	\$250	\$500	YES
1468	8.01	Cross-connection	\$200	\$100	\$50	YES
1468	8.05	Failure to test backflow preventer	\$100	\$50	\$110	YES
1468	9.03	Prohibited water use during Stage 1 watering restrictions	\$100	\$50	\$110	YES
1468	9.03	Prohibited water use during Stage 2 watering restrictions	\$200	\$100	\$110	YES
1468	9.03	Prohibited water use during Stage 3 watering restrictions	\$300	\$150	\$330	YES
1468	9.03	Prohibited water use during Stage 4 watering restrictions	\$500	\$250	\$500	YES
1468	9.05	Prohibited water use	\$100	\$50	\$110	YES
1468	8.06, 9.08	Obstruct the Director	\$500	\$375	\$500	NO
1468	9.11	Unauthorized sale of water	\$500	\$250	\$500	YES

Read a FIRST TIME this day of , 2024.

Read a SECOND TIME this day of , 2024.

Read a THIRD TIME this day of , 2024.

ADOPTED this day of , 2024.

MAYOR

CORPORATE OFFICER

RDNO Building Permits Issued Comparison for Year/Month - Summary

Area: CITY OF ENDERBY

Category: BUILDING PERMITS

Year: 2024 **Month:** 06

Folder Type	2024 / 06		2023 / 06		2024 to 06		2023 to 06		
	Permits Issued	Res. Units Created	Permits Issued	Res. Units Created	Permits Issued	Res. Units Created	Permits Issued	Res. Units Created	
ACCESSORY BUILDING	0	0	0	0	0	0	0	0	
AGRICULTURAL BUILDING	0	0	0	0	0	0	0	0	
COMMERCIAL BUILDING	0	0	0	0	0	0	0	0	
DEMOLITION	0	0	0	0	0	0	0	0	
END - ACCESSORY BUILDING	0	0	0	0	0	0	0	0	
END - COMMERCIAL BUILDING	1	0	0	0	2	1	1	0	
END - DEMOLITION	0	0	1	0	2	0	1	0	
END - INDUSTRIAL BUILDING	0	0	0	0	0	0	0	0	
END - INSTITUTIONAL	1	0	0	0	1	0	0	0	
END - MANUFACTURED HOME	0	0	0	0	1	1	0	0	
END - MODULAR HOME	0	0	0	0	0	0	0	0	
END - MULTI FAMILY DWELLING	0	0	0	0	2	4	0	0	
END - PLUMBING	0	0	0	0	0	0	1	0	
END - RETAINING WALL	0	0	0	0	0	0	3	0	
END - SFD W/SUITE	0	0	0	0	2	3	1	2	
END - SIGN	1	0	0	0	1	0	2	0	
END - SINGLE FAMILY DWELLING	3	1	0	0	5	3	6	3	
INDUSTRIAL BUILDING	0	0	0	0	0	0	0	0	
INSTITUTIONAL	0	0	0	0	0	0	0	0	
MANUFACTURED HOME	0	0	0	0	0	0	0	0	
MODULAR HOME	0	0	0	0	0	0	0	0	
MULTI FAMILY DWELLING	0	0	0	0	0	0	0	0	
OLD PIMS PERMITS	0	0	0	0	0	0	0	0	
PLUMBING	0	0	0	0	0	0	0	0	
POOL	0	0	0	0	0	0	0	0	
RETAINING WALL	0	0	0	0	0	0	0	0	
SIGN	0	0	0	0	0	0	0	0	
SINGLE FAMILY DWELLING	0	0	0	0	0	0	0	0	
SOLID FUEL BURNING APPLIANC	0	0	0	0	0	0	0	0	
Report Totals	6	1	648,022	0	18	12	3,369,022	5	1,902,659

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Tate Bengtson, CAO
From: Jennifer Bellamy, CFO
Date: June 27, 2024
Subject: 2024-2034 Community Works Fund Agreement

RECOMMENDATION

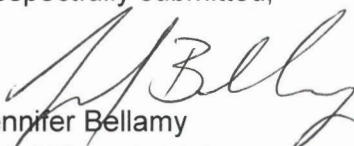
THAT Council authorizes the Mayor and Corporate Officer to execute the 2024-2034 Community Works Fund Agreement on behalf of the City of Enderby.

BACKGROUND

Under the Community Works Fund Agreement, the City receives annual funding for investment in local infrastructure. In 2023, the City received \$196,918 through this agreement and the much needed funding has been used for road renewal projects. In order to continue to receive the funding, the City is required to sign the new 2024-2034 agreement with UBCM. The estimated funding schedule is set every five years. The City is estimated to receive \$201,288 each year from 2024 through to 2026 and increases to \$209,340 for the remaining two years.

Attached is the new funding agreement. Once the agreement is signed, the City will receive its first installment of its annual funding.

Respectfully submitted,


Jennifer Bellamy
Chief Financial Officer

June 21, 2024

Tate Bengtson
Chief Administrative Officer
City of Enderby
Box 400
Enderby, BC V0E 1V0

SENT VIA E-MAIL: tbengtson@cityofenderby.com

Dear Tate Bengtson:

RE: 2024-2034 CANADA COMMUNITY-BUILDING FUND AGREEMENT

Please find enclosed the 2024-2034 Community Works Fund Agreement between the City of Enderby and the Union of BC Municipalities. As part of the renewed Canada Community-Building Fund Agreement, the CWF will continue to provide dedicated and predictable funds to each local government in British Columbia for investments in local infrastructure and capacity-building priorities.

In order to receive your first CWF payment for the 2024/25 funding year, please review the Agreement, sign, and return to ccbf@ubcm.ca.

Once we have received the Agreement, we will return an executed version for your records.

Please also include a Council resolution authorizing the Mayor and Corporate Officer to sign on behalf of your local government.

We have provided a program guide, an information sheet, and estimated funding for the first five years of the program on our UBCM CCBF [website](#).

If you have any questions, please email us at ccbf@ubcm.ca or call us at 250-356-5134.

Sincerely,



Brant Felker
Manager, CCBF Program Services

2024-2034 COMMUNITY WORKS FUND AGREEMENT

under the

**ADMINISTRATIVE AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

This Agreement made as of _____, 202__,

BETWEEN:

City of Enderby (the Local Government)

AND

The **UNION OF BRITISH COLUMBIA MUNICIPALITIES** (UBCM) as continued by section 2 of the *Union of British Columbia Municipalities Act RSBC 2006, c.1*, as represented by the President (the "UBCM")

1. PURPOSE

The purpose of this Community Works Fund Agreement is to set out the roles and responsibilities of the Local Government and UBCM related to any Community Works Fund funds that may be delivered to the Local Government by UBCM.

2. SCHEDULES

The following annexes and schedules, originating in whole or part from the Agreement, are attached to and form part of this Community Works Fund Agreement:

- Schedule A: Ultimate Recipient Requirements
- Schedule B: Eligible Project Categories
- Schedule C: Eligible and Ineligible Expenditures
- Schedule D: Program Reporting
- Schedule E: Communications Protocol
- Schedule F: Asset Management
- Schedule G: Housing Report

3. ROLE OF UBCM

3.1 UBCM has, pursuant to the Agreement, agreed with Canada and British Columbia to:

- a) receive CCBF funding from Canada and allocate funds so received from Canada pursuant to the Agreement, including allocating Community Works Funds to the Local Government to be spent on Eligible Projects and Eligible Expenditures in accordance with the terms and conditions of this Community Works Fund Agreement;
- b) report to Canada and British Columbia, including Annual Reports and Outcome Reports, as required by the Agreement; and

- c) fulfill other roles and responsibilities as set out in the Agreement.

4. CONTRIBUTION PROVISIONS

- 4.1 Over the term of this Community Works Fund Agreement, UBCM will pay the Local Government its annual allocation within 30 days of receipt of such funds from Canada.
- 4.2 Payments under section 4.1 are subject to UBCM receiving sufficient CCBF funds from Canada, and Local Government compliance with this Community Works Fund Agreement and any other Funding Agreement under the Prior Agreement.
- 4.3 Annual allocation is based on a formula set out in section 1.1 of Annex B of the Agreement. In the first year of this Community Works Fund Agreement, the Local Government will receive \$100,644, in two equal instalments which, subject to section 4.2, are expected to be delivered in the month following July 15 and between November 15, 2024 and March 31, 2025.
- 4.4 Annual allocation to the Local Government for all subsequent years under this Community Works Fund Agreement continue to be based on the funding formula set out in the Agreement, but are subject to change by UBCM from the amount set out in section 1.1 of Annex B of the Agreement due to such circumstances as local government boundary changes and new Local Government incorporations, changes in Census populations and changes in amounts that may be received by UBCM from Canada.
- 4.5 Timing of payments in subsequent years under this Community Works Fund Agreement to the Local Government by UBCM are subject to change due to any changes in timing of payments to UBCM by Canada.

5. USE OF FUNDS BY LOCAL GOVERNMENT

- 5.1 Any CCBF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government must be used by the Local Government in accordance with this Community Works Fund Agreement, including specifically Section 6. (Commitments of the Local Government).
- 5.2 Any CCBF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government will be treated as federal funds with respect to other federal infrastructure programs.

6. COMMITMENTS OF THE LOCAL GOVERNMENT

- 6.1 The Local Government shall:
 - a) Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
 - b) Comply with all requirements outlined in Schedule D (Program Reporting), Schedule E (Communications Protocol) and Schedule G (Housing Report).

- c) Continue to strengthen the development and implementation of asset management best practices over the course of the Agreement, in accordance with Schedule F.
- d) Invest, in a distinct account, Community Works Fund funding it receives from UBCM in advance of it paying Eligible Expenditures.
- e) With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on International Trade and applicable international trade agreements, and all other applicable laws.
- f) Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within (5) years of the date of completion of the Eligible Project.
- g) Allow Canada and UBCM reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of CWF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
- h) Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada and UBCM. Keep proper and accurate accounts and records relevant to the CWF program for a period of at least six (6) years after the termination of this Administrative Agreement.
- i) Ensure your actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Local Government, or between Canada and a Third-Party.
- j) Ensure that the Local Government do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
- k) Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from CCBF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
- l) Ensure that the Local Government will not, at any time, hold the Government of Canada, British Columbia, or UBCM, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Local Government, Third Parties or any other person or entity may suffer in relation to any matter related to CCBF funding or an Eligible Project and that the Local Government will, at all times, compensate the Government of Canada, British Columbia, or UBCM, its officers, servants, employees, and agents for any claims or losses of any kind that any of the Local Government may suffer in relation to any matter related to CCBF funding or an Eligible Project.
- m) Agree that any CCBF funding received will be treated as federal funds for the purpose of other federal infrastructure programs.
- n) Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement, will extend beyond such

expiration or termination.

7. TERM

This Community Works Fund Agreement will be effective as of April 1, 2024 and will be in effect until March 31, 2034 unless the Parties agree to renew it. In the event where this Community Works Fund Agreement is not renewed, any CCBF funding and Unspent Funds, and any interest earned thereon held by the Local Government, that have not been expended on Eligible Projects or other expenditures authorized by this Community Works Fund Agreement as of March 31, 2034 will nevertheless continue to be subject to this Community Works Fund Agreement until such time as may be determined by the Parties.

8. SURVIVAL

The rights and obligations, set out in Sections 5.1, 5.2 and 6.1 will survive the expiry or early termination of this Community Works Fund Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Community Works Fund Agreement.

9. AMENDMENT

The Local Government acknowledges that the Agreement may from time to time be amended by agreement of Canada, British Columbia and UBCM and if and whenever such amendments to the Agreement are made, the Local Government agrees that UBCM may require this Community Works Fund Agreement to be amended to reflect, at the sole discretion of UBCM, the amendments made to the Agreement. Where UBCM requires this Community Works Fund Agreement to be so amended, it will provide to the Local Government notice in writing of the amendments it requires. Such amendments shall from part of this Community Works Fund Agreement and be binding on the Local Government and UBCM thirty (30) days after such notice, unless before then the Local Government elects in writing to give written notice of termination of this Community Works Fund Agreement to UBCM.

10. WAIVER

No provision of this Community Works Fund Agreement shall be deemed to be waived by UBCM, unless waived in writing with express reference to the waived provisions and no excusing, condoning or earlier waiver of any default by the Local Government shall be operative as a waiver, or in any way limit the rights and remedies of UBCM or Canada.

11. NO ASSIGNMENT

This Community Works Fund Agreement is not assignable by the Local Government and the Local Government shall not assign, pledge, or otherwise transfer any entitlement to allocation of funds under this Community Works Fund Agreement to any person and shall upon receipt of any allocation of funds hereunder pay and expend such funds thereafter only in accordance with the terms of this Community Works Fund Agreement.

12. NOTICE

Any notice, information or document provided for under this Community Works Fund Agreement must be in writing and will be effectively given if delivered or sent by mail, postage or other charges prepaid, or by email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed.

Any notice to UBCM will be addressed to:

Executive Director

525 Government Street

Victoria, British Columbia

V8V 0A8

Email: ccbf@ubcm.ca

Any notice to the Local Government will be addressed to:

The Corporate Officer at the place designated as the Local Government office.

SIGNATURES

This Community Works Fund Agreement has been executed on behalf of the Local Government by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

City of Enderby

UNION OF BC MUNICIPALITIES

Original signed by:

Original signed by:

Mayor

Corporate Officer

Corporate Officer

General Manager, Victoria Operations

Signed by City of Enderby on the _____ day of _____, 202__.

The Community Works Fund Agreement have been executed by UBCM on the _____ day of _____, 202__.

Schedule A – Definitions

“Affordable Housing” means a dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income. The household income is defined as 80% or less of the Area Median Household Income (AMHI) for the metropolitan area or rural region of the Ultimate Recipient.

“Administrative Agreement or Agreement” means the 2024-2034 Administrative Agreement on the Canada Community-Building Fund in British Columbia and UBCM.

“Asset Management” means an integrated process, bringing together skills, expertise, and activities of people; with information about a community’s physical and natural assets; and finances; so that informed decisions can be made, supporting Sustainable Service Delivery.

“Canada Community-Building Fund” (CCBF) means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Chief Financial Officer” means in the case of a municipality, the officer assigned financial administration responsibility under S. 149 of the *Community Charter*, and in the case of a Regional District, the officer assigned financial administration responsibility under S. 199 of the *Local Government Act*, R.S.B.C. 1996, c.323.

“Community Works Fund” means the fund provided from the Canada Community-Building Fund to be dispersed to local governments based on a percentage of the per capita allocation for local spending priorities in accordance with the terms and conditions set out in the Agreement.

“Community Works Fund Agreement” means this Agreement made between UBCM and Local Government.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Core Housing Need” means a household living in an unsuitable, inadequate or unaffordable dwelling and cannot afford alternative housing in their community.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“Funding Agreement” means an agreement between British Columbia and UBCM and an Ultimate Recipient setting out the terms and conditions of the CCBF funding to be provided to the Ultimate Recipient, containing, at a minimum, the elements in Schedule A (Ultimate Recipient Requirements).

“Gender Based Analysis Plus” (GBA Plus or GBA+) is an analytical process that provides a rigorous method for the assessment of systemic inequalities, as well as a means to assess how diverse groups of women, men, and gender diverse people may experience policies, programs and initiatives. The “plus” in GBA Plus acknowledges that GBA Plus is not just about differences between biological (sexes) and socio-cultural (genders). GBA Plus considers many other identity factors such as race, ethnicity, religion, age, and mental or physical disability, and how the interaction between these factors influences the way we might experience government policies and initiatives. Conducting a GBA Plus analysis involves considering all intersecting identity factors as part of GBA Plus, not only sex and gender. GBA+ is a priority for the Government of Canada.

“Housing Needs Assessment” means a report informed by data and research describing the current and future housing needs of a municipality or community according to guidance provided by Canada.

“Housing Report” means the duly completed housing report to be prepared and delivered by British Columbia and UBCM to Canada annually by September 30, as described in Schedule G (Housing Report).

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly or privately owned tangible capital assets, or natural assets, in British Columbia primarily for public use or benefit.

“Local Government” means a municipality as defined in the *Community Charter* [SBC 2003] Chapter 26, a regional district as defined in the *Local Government Act* [RSBC 1996] Chapter 323, and the City of Vancouver as continued under the *Vancouver Charter* [SBC 1953] Chapter 55.

“Oversight Committee” means the committee established to monitor the overall implementation of this Administrative Agreement as outlined in section 7 (Oversight Committee) of this Administrative Agreement.

“Party” means Canada, British Columbia or UBCM when referred to individually and collectively referred to as “Parties”.

“Previous Agreements” means any agreements between Canada, British Columbia and UBCM for the purposes of administering the Gas Tax Fund or Canada Community-Building Fund (CCBF).

“Prior Community Works Fund Agreement” means the 2014-2024 Community Works Fund Agreement between this Local Government and the UBCM.

Third Party” means any person or legal entity, other than Canada, British Columbia and UBCM or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Sustainable Service Delivery” means ensuring that current community service needs, and how those services are delivered (in a socially, economically and environmentally responsible

manner), do not compromise the ability of future generations to meet their own needs. Sound asset management practices support Sustainable Service Delivery by considering community priorities, informed by an understanding of the trade-offs between the available resources and the desired services.

“Ultimate Recipient” means this Local Government

- (i) a Local Government or its agent (including its wholly owned corporation);
- (ii) a non-local government entity, including Indigenous recipients, non-governmental and not-for-profit organizations, on the condition that the Local Government(s) has (have) indicated support for the project through a formal resolution of its (their) council(s) or board(s) and that the entity receiving funds delivers a service typical of local government.
- (iii) TransLink, BC Transit, and Islands Trust

“Unspent Funds” means funds that have not been spent towards an Eligible Project or eligible costs in accordance with this Agreement or the Previous Agreements prior to the effective date of this Agreement.

SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories (as defined in the current program terms and conditions):

1. Local roads and bridges – roads, bridges and active transportation infrastructure
2. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean
3. Short-line rail – railway related infrastructure for carriage of passengers or freight
4. Regional and local airports – airport-related infrastructure (excludes the National Airport System)
5. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities
6. Public transit – infrastructure which supports a shared passenger transport system which is

available for public use

7. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems
8. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems
9. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage
10. Community energy systems – infrastructure that generates or increases the efficient usage of energy
11. Brownfield Redevelopment - remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other category under the Canada Community-Building Fund, and/or;
 - the construction of local government public parks and publicly-owned social housing.
12. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League))
13. Recreational Infrastructure – recreational facilities or networks
14. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage
15. Tourism Infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes
16. Resilience – Infrastructure and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters and extreme weather events.
17. Fire halls – fire halls and fire station infrastructure – including fire trucks
18. Capacity building - includes investments related to strengthening the ability of municipalities to develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments and housing planning, and/or asset management plans, related to strengthening the ability of recipients to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C - Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renewal and rehabilitation of infrastructure and any related debt financing charges specifically identified with that asset;
- b) for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. studies, strategies, or systems related to housing or land use, including Housing Needs Assessments;
 - iii. training directly related to asset management planning; and
 - iv. long-term infrastructure plans.
- c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and,
- c) the arrangement is approved in advance and in writing by UBCM.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;
 - ii. regional and local airports;
 - iii. short-line rail;

- iv. short-sea shipping;
 - v. disaster mitigation;
 - vi. broadband connectivity;
 - vii. brownfield redevelopment;
 - viii. cultural infrastructure;
 - ix. tourism infrastructure;
 - x. sport infrastructure; and
 - xi. recreational infrastructure.
- c) Fire Hall project expenditures incurred before April 1, 2021;
 - d) Fire Truck purchases as stand-alone expenditures and expenditures under the Resilience Infrastructure category before April 1, 2024;
 - e) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
 - f) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
 - g) purchase of land or any interest therein, and related costs;
 - h) legal fees;
 - i) routine repair or maintenance costs; and
 - j) costs associated with healthcare infrastructure or assets.

SCHEDULE D - Program Reporting

Ultimate Recipient Reporting

Ultimate Recipient requirements for program reporting under the CWF consist of the submission of an Annual Expenditure Report, and an outcomes report, which will be submitted to UBCM for review and acceptance. The reporting year is from January 1 to December 31. In addition to overall program reporting, specific asset management reporting and housing reporting obligations are described in Schedule F and G.

1. Ultimate Recipient Annual Expenditure Report

The Ultimate Recipient will provide UBCM an Annual Expenditure Report by June 1 of each year for the prior calendar year reporting which will include the following elements: unique project identifier, project title, project description, investment category, project start date, project end date, geo-location, total project cost, CCBF funding spent, closing balance, output indicator, and where applicable, a housing indicator and an outcomes indicator. A reporting template will be provided by UBCM.

The Annual Expenditure Report may also include a communications and signage report, and confirmation by the Ultimate Recipient's CFO that expenditures are eligible use of funds in accordance with the terms and conditions of this Agreement.

2. Audited Financial Report

The Ultimate Recipient must submit an Audited Financial Statement to British Columbia in order to receive funds in each reporting year.

2.1 Independent Audit or Audit Based Attestation:

UBCM will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by UBCM, as to:

- a) the accuracy of the information submitted in the Financial Report Table; and
- b) that CCBF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

2.2 Ultimate Recipient audit:

UBCM and Canada may perform an audit or of an Ultimate Recipient annually.

3. Housing Report

By September of 30 each year British Columbia and UBCM will provide to Canada a report on housing as outlined in Schedule G (Housing Report).

4. Outcomes Report

By March 31 of each year, British Columbia and UBCM will provide to Canada an outcomes report that will outline the following program benefits:

- a) beneficial impacts on communities of completed Eligible Projects, supported by specific outcomes examples in communities;
- b) the impact of CCBF as a predictable source of funding;
- c) progress made on improving Local Government planning and asset management, including development or update of Housing Needs Assessments; and
- d) a description of how CCBF funding has alleviated housing pressures tied to infrastructure gaps and contributed to housing supply and affordability outcomes (further details on this requirement may be found in Schedule G – Housing Report).

The outcomes report will present a narrative on how each program benefit is being met. A template and guidance document will be provided by Canada.

SCHEDULE E – Communications Protocol

In support of transparency and accountability of the CCBF, the following communications protocol will apply to all communications activities undertaken regarding any CCBF funding and will apply to the Parties and Ultimate Recipients. Communicating to Canadians on the use of CCBF funding is clearly linked with our joint accountability to Canadians. Compliance with this protocol will inform the timing and flow of any CCBF funding and is critical to meeting our joint commitment to transparency.

1. Purpose

- 1.1 The Communications Protocol applies to all communications activities related to any CCBF funding, including annual allocations and the identification and communication of projects under this Administrative Agreement. Communications activities may include, but are not limited to: public or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2 Through collaboration, Canada, British Columbia and UBCM agree to work to ensure consistency in the communications activities meant for the public. This will include the importance of managing the delivery of communications activities based on the principle of transparent and open discussion.
- 1.3 Failure by British Columbia, UBCM or its Ultimate Recipient to adhere to this communication protocol may affect the timing and flow of any CCBF funding that may be transferred by Canada.

2. Joint communications approach

- a. British Columbia and UBCM agree to work in collaboration with Canada to develop a joint communications approach to ensure visibility for the program, the provision of upfront project information and planned communications activities throughout the year.

Canada will provide a “Communications Approach” template to be completed by British Columbia and UBCM. This approach will then be reviewed and approved by Canada as well as British Columbia and UBCM.

This joint communications approach will have the objective of ensuring that proactive communications activities are undertaken each year to communicate the annual allocations and key projects, as identified in the communications approach, located in both large and small communities by using a wide range of communications tools to ensure local visibility.

To accomplish this, Canada, British Columbia and UBCM agree to establish a communications subcommittee that will meet biannually. This committee will review and approve a communications plan at the beginning of each year.

- b. Canada, British Columbia and UBCM will work together on the initial annual joint communications approach, which will be finalized and approved by Canada's Co-Chair and British Columbia and UBCM agree that achievements under the joint communications approaches will be reported to the

Oversight Committee once a year.

- c. Through the communications subcommittee, British Columbia and UBCM agree to assess, with Canada, the effectiveness of communications approaches on an annual basis and, as required, update and modify the joint communications approach, as required. Any modifications will be brought to Canada's Co-Chair, British Columbia's Co-Chair and UBCM's Co-Chair, as appropriate for approval.
- d. If informed of a communications opportunity (ex. milestone event, news release) by an Ultimate Recipient, Canada, British Columbia and UBCM agree to share information promptly and coordinate participation in alignment with section 4.3, 4.5 and 5.2 of this communications protocol.
- e. Canada, British Columbia and UBCM agree to ensure the timely sharing of information, products (ex. news releases, media advisories), and approvals in support of communications delivery.

3. Inform Canada on allocation and intended use of CCBF funding for communications planning purposes

- 3.1 British Columbia and UBCM to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada, British Columbia and UBCM will each agree, in this joint communications approach, on the date this information will be provided. Through the creation of a sub-committee, Canada, British Columbia and UBCM will be required to enact a communications approach that will be assessed bi-annually through the sub-committee mechanism.

In this agreement the information will include, at a minimum:

- Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; expected project outcomes including housing (if applicable); federal contribution; anticipated start date; anticipated end date; and a status indicator: not started, underway, completed.

Canada will link to the UBCM's CCBF website where this information will be accessible to the general public.

- 3.2 British Columbia and UBCM agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada.
- 3.3 Canada, British Columbia and UBCM each agree that their joint communications approach will ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements (see 4.2 for full definition) for Eligible Projects.

4. Announcements and media events for Eligible Projects

- 4.1 At Canada's request, Canada, British Columbia and UBCM agree to coordinate an announcement regarding annual allocations of CCBF funding.

- 4.2 Media events and announcements include, but are not limited to: news conferences, public announcements, and the issuing of news releases to communicate funding of projects or key milestones (e.g. ground breaking ceremonies, completions).
- 4.3 Key milestones events and announcements (such as ground breaking ceremonies and grand openings) may also be marked by media events and announcements, news releases, or through other communications activities. Ultimate recipients, Canada, British Columbia and UBCM will have equal visibility through quotes and will follow the [Table of Precedence for Canada](#).
- 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of British Columbia and UBCM, as appropriate, Canada and the Ultimate Recipient.
- 4.5 The requester of a media event or an announcement will provide at least 15 working days' notice to other parties of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. British Columbia and UBCM, and, as appropriate, Canada and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. If communications is proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days' notice and 5 working days with the draft news release to secure approvals and confirm the federal representative's quote.
- 4.6 For media events, each participant will choose its own designated representative. UBCM and Ultimate Recipients are responsible for coordinating all onsite logistics.
- 4.7 British Columbia and UBCM shall not unreasonably delay the announcement of opportunities identified in annual communications plans that have been pre-approved in advance.
- 4.8 The conduct of all joint media events, announcements for project funding, and supporting communications materials (ex. News releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 4.9 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of the parties.
- 4.10 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 4.11 Canada, British Columbia and UBCM and Ultimate Recipients agree to ensure equal visibility in all communications activities.

5. Program communications

- 4.1 Canada, British Columbia, UBCM and Ultimate Recipients may include messaging in their own communications products and activities with regard to the CCBF.

- 4.2 The party undertaking these activities will recognize the funding of all contributors.
- 4.3 The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. Such as intake launches) will follow the [Table of Precedence for Canada](#).
- 4.4 Canada, British Columbia and UBCM agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the CCBF prepared by Canada, British Columbia and UBCM or Ultimate Recipients, or, if web-based, from linking to it.
- 4.5 Notwithstanding Section 4 of Schedule E (Communications Protocol), Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

6. Operational communications

- 6.1 British Columbia, UBCM or the Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- 6.2 Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable.
- 6.3 British Columbia, UBCM and the Ultimate Recipient will share information as available with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada, British Columbia and UBCM will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

7. Communicating success stories

- 7.1 British Columbia and UBCM to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including, but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. Advertising campaigns

- 8.1 Canada, British Columbia, UBCM or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects. However, such a campaign must respect the provisions of this Administrative Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

9. Digital Communications, Websites and webpages

- 9.1 Where British Columbia and UBCM produce social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant Infrastructure Canada official social media account.
- 9.2 Where a website or webpage is created to promote or communicate progress on an Eligible Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, “This project is funded in part by the Government of Canada” or “This project is funded by the Government of Canada”, as applicable. The Canada wordmark or digital sign must link to Canada’s website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada’s website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

10. Project signage

- 10.1 Unless otherwise approved by Canada, British Columbia, UBCM or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 10.2 Where British Columbia, UBCM or an Ultimate Recipient decides to install a sign, a permanent plaque or other suitable marker recognizing their contribution with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 10.3 British Columbia, UBCM or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 10.4 British Columbia and UBCM to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approaches.

11. Communication Costs

- 11.1 The eligibility of costs related to communication activities that provide public information on this Administrative Agreement will be subject to Schedule C (Eligible and Ineligible Expenditures).

SCHEDULE F – Asset Management

Canada, British Columbia and UBCM agree that the measures contained in the Previous Agreements to create and foster a culture of asset management planning were effective in increasing the capacity of the diverse range of Ultimate Recipients in British Columbia and UBCM to enhance their community's sustainability.

Under the previous Agreement (2014-2024), local governments in BC demonstrated a commitment to improving asset management practices within their respective communities. As awareness and knowledge has grown, asset management practices and culture has matured. However, as noted in the *2022 Status of Asset Management in BC Report*, while moving in the right direction, there remains significant gaps and priority areas where local governments need to improve if they are to realize the full benefits of asset management.

Using the results from the *2022 Status of Asset Management in BC Report* as a guide, the Oversight Committee will develop and approve Asset Management Commitments, over the duration of this Agreement for ultimate recipients, consistent with the Asset Management for Sustainable Service Delivery: A BC Framework. Asset Management BC will be asked to provide expertise and input where appropriate.

All Ultimate Recipients will be required to meet the Asset Management Commitments. Asset Management Commitments may vary depending on whether the Ultimate Recipient is; a Local Government, a non-local government entity, Translink, and/or BC Transit. Asset Management Commitments will focus on strengthening asset management capacity over the term of the Agreement while continuing to recognize the varying capacities of Ultimate Recipients and the range of ongoing asset management activities.

The Oversight Committee will consider Asset Management Commitments under the following areas;

- Reporting on continuous improvement of Asset Management practices over the duration of the Agreement, including reporting through the Ministry of Municipal Affairs Local Government Data Entry (LGDE) System,
- Development and implementation of Long-term Financial Plans
- Ongoing Asset Management education and training, and
- Implementing asset management performance measurement.

SCHEDULE G – Housing Report

1. Housing Needs Assessments

- 1.1 By March 31, 2025, or as otherwise agreed upon by Canada and British Columbia, municipalities with a 2021 Census population of 30,000 or more are required to complete and make available to Canada a Housing Needs Assessment (HNA) prepared in accordance with provincial legislation and additional details provided, as agreed to by Canada and British Columbia, which together align with the information requirements, spirit and intent of the federal Housing Needs Assessment template and the guidance document.
- 1.2 HNAs should be used by British Columbia and UBCM in preparing the Project-Level Housing Report and the Housing Narrative in the CCBF Outcomes Report in order to identify housing pressures related to infrastructure. HNAs should also be used by municipalities to prioritize infrastructure projects that support increased housing supply where it makes sense to do so.
- 1.3 HNAs must be made publicly available on the municipal website and municipalities are to provide links to the page where the HNAs are posted to Canada for all Ultimate Recipients in their jurisdiction that have a 2021 Census population of 30,000 or more.
- 1.4 A separate HNA Guidance Document has been provided by Canada.

2. Project-Level Housing Report

By September 30 of each year, starting in 2025, British Columbia and UBCM will provide Canada a Housing Report in an electronic format deemed acceptable by Canada consisting of the following:

2.1 Methodology

British Columbia and UBCM will provide a description of the process used to collect data and information presented in the Housing Report. The methodology section should include the following information:

- Scope of the report and related rationale.
- Reporting process used to collect data from Ultimate Recipients.
- Identification of baseline data and other data sets used for the purposes of the report and which data has been excluded.
- How performance indicators were assessed in British Columbia.

2.2 Municipalities Identified for Project-Level Reporting

Criteria for Project-Level Reporting

Municipalities with a population of 30,000 or more, outside of the Metro Vancouver Region, that have housing pressures that can be addressed through closing infrastructure gaps or building capacity where it makes sense to do so, must:

- be included in Table 1 (below); and,
- provide project-level data on housing requirements to British Columbia and UBCM, for inclusion in the Housing Report that will be submitted by British Columbia and UBCM to Canada.

HNA and project-level reporting requirements can also be applied to other municipalities as agreed to by Canada, British Columbia and UBCM. Municipalities that do not meet these criteria may additionally be included at the discretion of British Columbia and UBCM, but are not required by Canada to include project-level data in the annual Housing Report.

British Columbia and UBCM will be expected to summarize project-level information from the municipalities identified by the above criteria to report to Canada annually.

The following table (**Table 1**) is to be used as a template to identify municipalities required to provide project-level reporting and to identify housing pressures related to infrastructure needs. Housing pressures should be consistent with needs and pressures identified by Ultimate Recipients in their HNAs. British Columbia and UBCM will provide an aggregate of this table to Canada in their annual Housing Report.

Ultimate Recipient	Project Level Reporting Criteria	Key Infrastructure-Related Housing Pressures
<i>Name of the municipality</i>	<i>Identify which criteria as noted above applies</i>	<i>Identify key housing gaps and needs that are related to infrastructure</i>

Table 1: Ultimate Recipients Identified for Project Level Reporting

2.3 Project-Level Housing Outcomes

For municipalities required to provide project-level reporting, British Columbia and UBCM are required to collect project-level data on housing outcomes and to complete the table below (Table 2) on an annual basis.

Table 2 is intended to link the housing pressures identified in Table 1 and in HNAs with outcomes supported by CCBF projects that can help Ultimate Recipients to address their specific housing pressures. More specifically, Table 2 is to be completed by Ultimate Recipients outlined in Section 1.2. It will include a subset of the projects from the above project list and this subset represents projects with housing outcomes.

Project ID	Ultimate Recipient	Project Title	Project Description	Investment Category	Housing Outcomes and Indicators
<i>As provided in program reporting (Schedule D)</i>	<i>As provided in Table 1</i>	<i>As provided in program reporting (Schedule D)</i>	<i>Provide a brief description of the project</i>	<i>Indicate which CCBF category the project falls under</i>	<i>Identify key housing outcomes and indicators (section 2.3) that will be used to measure success.</i>

Table 2: Project-Level Reporting on Housing Outcomes

2.3.1 Housing Outcome Indicators

For each of the projects listed in Table 2, British Columbia and UBCM shall report on the following core indicators, as relevant to each investment category.

- # of housing units supported or preserved; and
- # of affordable housing units supported or preserved.

Units enabled is a measure of increased capacity for potential housing development as a result of the infrastructure investment made and, in some cases, where CCBF funding contributed directly to housing development (e.g., building social housing as part of brownfield remediation category, may include new units directly supported by CCBF funding).

3. Housing Narrative in the CCBF Outcomes Report

By March 31st each year, starting in 2026, British Columbia and UBCM shall provide Canada with a narrative report on program-level housing outcomes. This narrative report will be aligned with and incorporated into the annual CCBF Outcomes Report.

The housing narrative should outline how CCBF has supported housing supply and affordability pressures within British Columbia and UBCM's jurisdiction, over the reporting period, and measures taken between British Columbia, UBCM and Ultimate Recipients to improve housing supply and improve housing affordability for Canadians. It should also align with identified needs within Ultimate Recipients Housing Needs Assessments once they have been developed.

Further, British Columbia and UBCM must include in their Outcomes Report a narrative assessment of measures they have taken to improve housing outcomes through CCBF funded infrastructure projects. This should include:

- How Ultimate Recipients have prioritized specific infrastructure investments, where it made sense to do so, that support an increased supply of housing (e.g., upgrading pipes to support densification rather than sprawl, or remediating a brownfield site that could then be used for affordable housing);
- How Ultimate Recipients are utilizing CCBF funding to build local capacity for sound land use and development planning (e.g., through the capacity building category).
- Any measures taken to preserve and/or increase supply and mix of affordable housing (e.g., minimizing displacement, making land available for non-market housing, minimum affordability requirements for private developers); and

This housing narrative must also include responses to the following questions:

- How many or what percentage of projects from the total CCBF project list contribute to an increase in housing supply and how many housing units were supported or preserved (as outlined in 2.3.1)?
- What percentage of total housing units supported or preserved are affordable?
- How many communities have published a new Housing Needs Assessment or an updated one within the last 5 years?

For further information and details on the housing narrative portion of the Outcomes Report please refer to the Housing Report Template and Guidance document.

4. Assessment of the Housing Reports and Compliance

4.1 Assessment of Housing Reports

Both the project-level housing report and the housing narrative on program-level housing outcomes will be assessed against the Government of Canada's Evaluation Framework as well as HNAs.

4.2 Compliance

Failure by British Columbia, UBCM or its Ultimate Recipient to adhere to this Schedule may affect the timing and flow of any CCBF funding that may be transferred by Canada. Repeated or sustained failures to comply with the terms of this Schedule could result in downward adjustment of allocations for British Columbia, UBCM or Ultimate Recipient for future Infrastructure Canada programs.

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Tate Bengtson, CAO
From: Jennifer Bellamy, CFO
Date: July 5, 2024
Subject: Community Futures North Okanagan – Rural Community Immigration Pilot Funding

RECOMMENDATION

THAT Council provides an annual grant to Community Futures North Okanagan of \$2,250 from 2025 to 2027 for the Rural Community Immigration Pilot program.

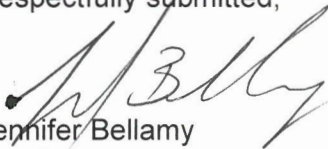
BACKGROUND

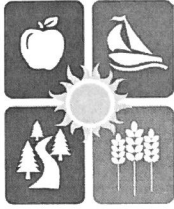
Attached is a request from Community Futures North Okanagan (through the RDNO), to provide funding to the Rural Community Immigration Pilot program.

At the time of writing this memo, the City of Vernon along with the Electoral Areas have all approved the funding request. The remaining jurisdictions will be considering the requests at their next meetings of Council.

The funding request will require a 0.1% increase to property taxation. If CFNO is not successful application for the program, the funds will not be provided.

Respectfully submitted,


Jennifer Bellamy
Chief Financial Officer



REGIONAL DISTRICT NORTH OKANAGAN

MEMBER MUNICIPALITIES:

CITY OF ARMSTRONG

CITY OF ENDERBY

DISTRICT OF COLDSTREAM

VILLAGE OF LUMBY

CITY OF VERNON

TOWNSHIP OF SPALLUMCHEEN

ELECTORAL AREAS:

"B" – SWAN LAKE

"C" – BX DISTRICT

"D" – LUMBY (RURAL)

"E" – CHERRYVILLE

"F" – ENDERBY (RURAL)

OFFICE OF: ADMINISTRATION

OUR FILE No.: 3045.01.02

June 20, 2024

Dawn Low, Chief Administrative Officer
City of Armstrong
dlow@cityofarmstrong.bc.ca

Keri-Ann Austin, Chief Administrative Officer
District of Coldstream
kaustin@coldstream.ca

Tate Bengtson, Chief Administrative Officer
City of Enderby
tbengtson@cityofenderby.com

Tom Kadla, Chief Administrative Officer
Village of Lumby
tomk@lumby.ca

Doug Allin, Chief Administrative Officer
Township of Spallumcheen
doug.allin@spallumcheentwp.bc.ca

Patti Bridal, Chief Administrative Officer
City of Vernon
pbridal@vernon.ca

Director Bob Fleming, Chair
Electoral Area Advisory Committee

Re: Community Futures North Okanagan: Funding Request - Rural Community Immigration Pilot

At the June 19, 2024, Board of Directors meeting, the Board received a presentation and funding request from Community Futures North Okanagan (CFNO) relating to their application for the Rural Community Immigration Pilot (RCIP) program. CFNO identified there is a critical workforce shortage in the region with just a 52% workforce participation rate. It was noted that we are unable to replace our workforce domestically, and due to an aging workforce, there has been a steady decline in the labour force participation rate.

For the past three years, Community Futures ran the Rural & Northern Immigration Pilot with funding from both the provincial and federal governments. The purpose of that program was to create a pathway for rural economic immigration and to assess if it would lead to the retention of skilled foreign workers. This program was extremely successful, with an 87% retention rate, with over 500 businesses supported in acquiring skilled workers and over 1000 newcomers (skilled workers) recommended for residency within the North Okanagan region. The priority sectors have included healthcare, trades & construction, manufacturing, agriculture, accommodation/food services, childcare & education and professional services.

The federal government is launching a second pilot project that is very similar to the RNIP program. Recommendations are through community-based decision-making; there is flexibility in setting priority sectors, and there is mandatory employer support and training. Only 15 communities in Canada will be approved to run these programs, with approximately 200 skilled worker recommendations for each year within the region for a minimum of three years. Unfortunately, there is no senior government funding provided to administer this initiative.

Regional District of North Okanagan
9848 Aberdeen Road
Coldstream, BC
V1B 2K9

Toll Free: 1.855.650.3700
Phone: 250.550.3700
Fax: 250.550.3701
Web: www.rdno.ca
E-Mail: info@rdno.ca

After considering the request, the Board of Directors passed the following resolution:

That a letter of support be provided to Community Futures in favour of their application to the Rural Community Immigration Pilot Program; and further,

That a letter be sent to member municipalities and electoral areas to ask that they contribute financially towards funding the Rural Community Immigration Pilot Program.

Community Futures has proposed a funding formula based on population, with the exception of the City of Vernon, where they are recommending a 60% contribution due to the higher number of businesses served within the city by the program. In the original presentation, the funding amounts were not accurate for everyone except the City of Vernon. The total for the other communities was meant to equal \$35,000, but was only \$17,500. The cost to run the program annually is \$126,400. The funding contribution by community is identified below and would be for a three-year commitment commencing in 2025 through to 2028 (Sept-Sept).

Please note that each municipality would be contributing through their own municipal budget and the funds would be sent directly to CFNO, this is not a part of an RDNO service or tax requisition. The RDNO will be taking the request for funding regarding the EA portion to the Electoral Area Advisory Committee for their consideration under the Electoral Area only Rural Economic Development Service.

Figure 1. Financial Contributions to the Rural Community Immigration Pilot Program¹

Community	Annual	Total Over 3 Years
Armstrong	\$3,950	\$11,850
Enderby	\$2,250	\$6,750
Vernon	\$80,000	\$240,000
Coldstream	\$8,300	\$24,900
Spallumcheen	\$3,950	\$11,850
Lumby	\$1,525	\$4,575
Electoral Area B	\$5,125	\$15,375
Electoral Area C	\$3,350	\$10,050
Electoral Area D	\$2,175	\$6,525
Electoral Area E	\$800	\$2,400
Electoral Area F	\$3,575	\$10,725
Community Futures	\$11,400	\$34,200
TOTAL	\$126,400	\$379,200

Attached to this letter is a copy of the PowerPoint presentation given to the Board of Directors by Community Futures North Okanagan with corrections made to the funding by community slide. A recording of the CFNO presentation is available upon request.

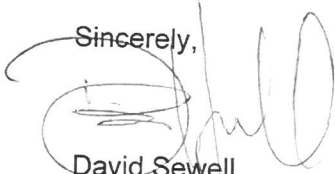
¹ The jurisdiction split for the remaining \$35,000 is based on the 2021 Canada Census population.

From: Administration
Subject: Funding Request: Community Futures

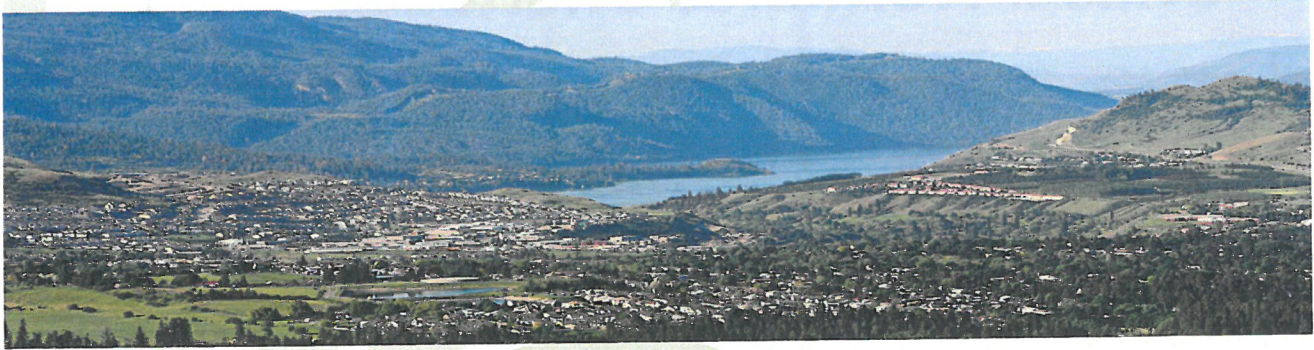
Dated: June 20, 2024
Page 3 of 3

If you have any questions, please contact Leigha Horsfield, Community Futures North Okanagan, directly at leighah@futuresbc.com or 250-545-2215 x 256. Please advise Community Futures directly of your council's decision.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Sewell', with a large, stylized flourish extending to the left.

David Sewell
Chief Administrative Officer
/lf



www.futuresbc.com

Growing communities one idea at a time.

Community Futures North Okanagan

Workforce - Current Situation

Unemployment Rate = 6.2%

Workforce Participation = 52%

Highest Regional Demographic
Growth = Aged 65+

Critical Workforce Shortages

- Healthcare
- Trades & Construction
- Manufacturing
- Agriculture
- Accommodation/Food Services
- Childcare & Education
- Professional Services

Growing communities one idea at a time.

3



**RURAL & NORTHERN
IMMIGRATION PILOT**
rnipnorthokanaganshuswap.ca

Community Futures North Okanagan

Purpose: *Create a pathway for rural economic immigration to assess if it will lead to retention of skilled foreign workers*

Newcomers Recommended for Residency = 1,034

Newcomers and Accompanying Family = 2,068

Businesses Supported = 507

Growing communities one idea at a time.

4

Did it Work?

87% retention rate

Growing communities one idea at a time.

5

Community Futures North Okanagan

Housing

- **Employers**
- **Friends & Family**
- **VDICSS**

**Note: Many applicants are already in
community with housing secured when they
apply**

Growing communities one idea at a time.

6

Workforce Gaps

Jobs Filled

- Healthcare & Social Service – 100
- Trades & Construction – 98
- Manufacturing – 100
- Agriculture – 12
- Accommodation/Food Services – 328
- Childcare & Education - 113
- Professional Services – 48
- Transportation – 19
- Retail Trade - 125

Growing communities one idea at a time.

7

Regional Workforce Gains

Total RNIP Approvals = 1,034

(185 – Shuswap Region/Lake Country)

- Vernon = 670
- Enderby = 15
- Armstrong & Spallumcheen = 115
- Coldstream = 40
- Lumby/Cherryville = 12

Growing communities one idea at a time.

8

Regional Workforce Gains

Kal Tire	Armstrong Bakery
Fortunes Landing	Hytech Kohler
Predator Ridge	Veg Pro
Rapid Span	Brentwell Construction
Maven Lane Childcare Centre	Sparking Hill Resort
Enderby Inn	Log Barn
Circle K Lumby	Romei Plummer LLC
Interior Health	Interior Home Care Services
Kindale Developmental Association	Thompson & Sons Construction
Maax Bath	Bridge Educational Society
Rennie Equipment	Twin Creeks Motel
Birch Lodge	Woodtone
Castle Cheese	No Meat Factory
Lavington Market	Dueto Construction
Rapid Span	Silverstar Mountain Resort

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9

Rural Community Immigration Pilot

- Very similar format
 - Community-based decision making
 - Flexibility in setting priority sectors
 - Employer supports and training
- Fall start
- 15 communities in Canada (4 French speaking communities)
- 200 recommendations each year for a minimum of three years
- No funding provided

Growing communities one idea at a time.

10

Budget & Funding Requests

RCIP Cash Flow Forecast - Sep 2024 to Aug 2025		
Annual Contribution:		NOTES
City of Vernon	\$80,000	Three Year Contributuion = \$240,000
RDNO	\$35,000	Three Year Contribution = \$105,000
CFNO	\$11,400	Three Year Contribution = \$34,200
Total Contributions	\$126,400	
Expenses:		
Staffing Costs – Wages, Benefits, MERCS, etc.	\$30,000	0.5 FTE
Contractor	\$85,000	FTE contract
Travel	\$600	Estimated travel
Marketing & Promotion	\$480	
Technology	\$4,400	North Star HR/Adobe/Prezi
Administration	\$5,920	Finance, processing and filing
Total Expenses	\$126,400	
TOTAL	\$0	

11

Costs by Community

Community		Annual	Total Over 3 Years
Armstrong	5%	\$3,950	\$5,250
Enderby	3%	\$2,250	\$3,150
Vernon	50%	\$80,000	\$240,000
Coldstream	13%	\$8,300	\$13,650
Spallumcheen	6%	\$3,950	\$6,300
Lumby	2%	\$1,525	\$2,100
EA B	6%	\$5,125	\$6,300
EA C	6%	\$3,350	\$6,300
EA D	3%	\$2,175	\$3,150
EA E	1%	\$800	\$1,050
EA F	5%	\$3,575	\$5,250

Note: Community percentages are based on population

The Future of Our Workforce

- Cannot replace our workforce domestically
- Aging workforce leads to a decline in the labour force participation rates
- Need for services grow as our population ages
- Technology will help but is not the answer
- Embrace a diverse workforce

Growing communities one idea at a time.

13

Request

A resolution of support for Community Futures' to submit this application to for the Rural Community Immigration Pilot and that each community contribute financially to support the Pilot which brings and retains skilled workers in the region.

Growing communities one idea at a time.

14

Thank You

Questions?



Growing communities one idea at a time.

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner
Date: July 8, 2024
Subject: Local Government Climate Action Program – 2024 Public Reporting

RECOMMENDATION

THAT Council supports the draft responses to the *Local Government Climate Action Program 2024 Survey* attached to this memorandum as Schedule 'A'.

BACKGROUND

The Local Government Climate Action Program (LGCAP) is a provincial program that is intended to provide predictable, annual, and long-term funding for local governments and Modern Treaty Nations to take climate action aligned with provincial and local climate objectives. This program has replaced the previous Climate Action Revenue Incentive Program (CARIP).

As part of the program, funding recipients are required to report on their actions.

To be eligible for the 2024 LGCAP funding, the City is required to:

1. Be a signatory to the B.C. Climate Action Charter;
2. Measure and report on corporate greenhouse gas (GHG) emissions;
3. Report on projects linked to one or more objectives from the CleanBC Roadmap to 2030 and/or Climate Preparedness and Adaptation Strategy (CPAS);
4. Complete the *Local Government Climate Action Program Survey*;
5. Have the Chief Financial Officer, or equivalent position, sign the attestation form (at the end of the survey) to confirm all funds were, or will be, used towards climate action; and
6. Post a completed PDF version of the program survey and attestation form publicly.

Staff are advancing the draft responses to the *Local Government Climate Action Program 2024 Survey* to Council for review. Should Council support the draft responses, Staff will proceed with completing items #4-6 above and the City will then be eligible for the 2024 LGCAP funding in the amount of \$64,082. These funds are to be used for eligible projects that are aligned with the CleanBC Roadmap to 2030 and/or the Climate Preparedness and Adaptation Strategy. Examples of eligible projects under the program include capital works that strengthen climate resiliency, projects that provide active transportation and projects that improve energy efficiency.

Respectfully Submitted,



Kurt Inglis
Planner

LGCAP 2024

The Survey

Question 1 a): How many staff in full time equivalents (FTEs) are dedicated to working specifically on climate action?*

If a staff member is a climate action coordinator and works 100% on climate-related issues, add 1.0.

0

Question 1 b): How many staff in full time equivalents (FTEs) are dedicated to working on climate action in other departments such as transportation or engineering?*

For example: Can include staff in engineering, emergency management, transportation, waste management, etc. related to climate work but whose primary role is not working on climate action.

If a staff member works approximately 25% (please estimate) on climate-related issues, add 0.25. Working on climate-related issues does not need to be written into the staff member's job description to be counted here.

0.15

Question 2 a): Does your local government or Nation have a community-wide climate action plan or other guiding document(s)? *

Yes

No

Please select the type of plan(s) from the list.*

In the textbox, indicate the date the plan was adopted/approved in format YYYY-MM. If you don't remember the month, you can enter "01" for January.

Integrated climate plan (addressing mitigation, adaptation and/or energy use)

Integrated climate plan (addressing mitigation and adaptation)

Integrated climate plan (addressing mitigation and energy)

Integrated climate plan (addressing adaptation and energy)

Standalone mitigation plan

Standalone adaptation plan

Standalone energy-related plan

Don't know

Please include a link to the document or webpage if available.

If not, please select one or more options from the list.*

No, but we are currently undertaking one and it will be completed in the next two years.

No, we are not intending to undertake one due to lack of financial capacity.

No, we are not intending to undertake one due to lack of expertise or technical capacity.

Question 2 b): Does your local government or Nation have a corporate climate action plan or other guiding document(s)? *

Yes

No

Please select the type of plan(s) from the list.*

In the textbox, indicate the date the plan was adopted/approved in format YYYY-MM. If you don't remember the month, you can enter "01" for January.

- Integrated climate plan (addressing mitigation, adaptation and/or energy use)
- Integrated climate plan (addressing mitigation and adaptation)
- Integrated climate plan (addressing mitigation and energy)
- Integrated climate plan (addressing adaptation and energy)
- Standalone mitigation plan
- Standalone adaptation plan
- Standalone energy-related plan
- Don't know

Please include a link to the document or webpage if available.

If not, please select one or more options from the list.*

- No, but we are currently undertaking one and it will be completed in the next two years.
- No, we are not intending to undertake one due to lack of financial capacity.
- No, we are not intending to undertake one due to lack of expertise or technical capacity.

Question 3: Has your local government or Nation declared a climate emergency?*

- Yes
- No

Question 4: Please select up to 3 challenges impeding the advancement of climate action in your community.*

- Lack of jurisdiction.
- Lack of staff capacity or expertise.
- Lack of financial resources.
- Lack of data or information.
- Lack of provincial or federal government support or collaboration.
- Competing priorities.
- Other.

Optional: Is local political support a challenge your local government faces that is impeding climate action?

- Yes
- No

Question 5: For the 2023 calendar year, has your local government or Nation measured and reported associated traditional services GHG emissions?*

- Yes
- No
- No, but for a past year. (Please enter most recent year completed: YYYY)

If your local government or Nation measured 2023 traditional services GHG emissions, please report the GHG emissions from services delivered directly by your local government (in tonnes of carbon dioxide equivalent) from scope 1 and 2 sources.*

211.1

Other.

If your local government or Nation is measuring community-wide emissions, please report the protocol(s) being used to measure emissions.*

Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories (GPC).

GCoM Common Reporting Framework (CRF).

2006 IPCC Guidelines for National Greenhouse Gas Inventories.

U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI USA).

Regional specific methodology (CEEI).

Jurisdiction specific methodology.

Other.

If not, please select all that apply from the list.*

No, community GHG emissions were not reported because the 2023 Provincial Community Energy and Emissions Inventory data has not been released.

No, we do not measure and report community-wide emissions data due to lack of financial capacity.

No, we do not measure and report community-wide emissions data due to lack of staff and technical capacity.

No, we do not measure and report community-wide emissions annually. (Please indicate most recent year completed: YYYY)

If not, has your community or Nation measured and reported community-wide emissions in the past?*

Yes

No

When was the last year your community or Nation reported its community-wide emissions and what is the interval for reporting (ex. 2022, every 5 years)?*

Please report your community-wide transportation sector emissions in tonnes of CO₂e for the most recent year available.*

Please report your community-wide buildings sector emissions in tonnes of CO₂e for the most recent year available.*

Please report your community-wide solid waste sector emissions in tonnes of CO₂e for the most recent year available.*

If your local government or Nation measured your community-wide emissions, please report the protocol(s) you used to measure emissions.*

Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories (GPC).

GCoM Common Reporting Framework (CRF).

2006 IPCC Guidelines for National Greenhouse Gas Inventories.

U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI USA).

Regional specific methodology (CEEI).

Jurisdiction specific methodology.

Other.

When was the last year your community or Nation reported its community-wide emissions and what is the interval for reporting (ex. 2022, every 5 years)?*

Please report your community-wide transportation sector emissions in tonnes of CO₂e for the most recent year available.*

Please report your community-wide buildings sector emissions in tonnes of CO2e for the most recent year available.*

Please report your community-wide solid waste sector emissions in tonnes of CO2e for the most recent year available.*

For the 2023 calendar year, did your community use raw data from the Community Energy and Emissions Inventory initiative to calculate community-wide emissions?*

- Yes
- No
- Not sure

Question 7: Currently, the Province's legislated GHG emission reduction targets are 40% by 2030, 60% by 2040 and 80% by 2050, relative to 2007. Please state your local government or Nation's target(s).*

Please enter "0" if no targets or baseline are established for the years given in the table.

	Reduction Percentage (format: e.g., 40)	Baseline Year (format: e.g., 2007)
2030		
2040	13	2007
2050		

If your local government or Nation's targets don't conform to the target years noted above, please enter them here.

Format e.g.: target 2035 50% baseline 2010, target 2060 70% baseline 2010, ...

Question 8: Does your local government or Nation have net-zero or carbon-neutral emissions target(s)?*

Please select all that apply.

- Yes: Community-wide net-zero target (Net-zero refers to a jurisdiction or organization achieving a balance between greenhouse gas emissions produced and removed from the atmosphere (e.g. planting trees or using carbon capture technologies))
- Yes: Corporate carbon neutrality (Carbon neutral refers to an organization reducing emissions as much as practicable and then offsetting the remainder by purchasing offsets or other similar mechanisms)
- Yes: Corporate net-zero target (Net-zero refers to a jurisdiction or organization achieving a balance between greenhouse gas emissions produced and removed from the atmosphere (e.g. planting trees or using carbon capture technologies))
- No

Question 9: Please select up to three supporting indicators that would be most valuable to your local government or Nation to advance climate action (these indicators were previously reported through the Community Energy and Emissions Inventory initiative).*

- Housing type: Private dwellings by structural type
- Floor area: Average floor area by building category and era
- Residential density: Population and dwelling units per "net" land area
- Commute by mode: Employed labour force by mode of commute
- Greenspace: Land area that is parks and protected greenspace
- Walk score: Proximity to services
- Proximity to transit: Persons, dwelling units and employment within walking distance of a "quality" transit stop/line
- Other

Optional: Please provide any further comments you wish to share on community-wide emissions measurement and reporting here.

Question 10: Please indicate all climate initiatives your local government or Nation had in-progress, ongoing or completed in the 2023 calendar year related to the buildings sector. This should not be limited to what your LGCAP funding supported.*

- Corporate
- Community

Not applicable

Corporate buildings policies, programs and actions.*

- Highest efficiency standards for new space and water heating equipment.
- BC Energy Step Code adoption (Step 3 or higher).
- Zero Carbon Step Code adoption.
- Efficiency upgrades/retrofits.
- Requirement to use mass timber in buildings construction.
- Requirement to measure embodied carbon.
- Other.

Please enter the step for part 3 buildings (Energy Step Code).

Optional

3

Please enter the step for part 9 buildings (Energy Step Code).

Optional

2

Please enter the step for part 3 buildings (Zero Carbon Step Code).

Optional

Please enter the step for part 9 buildings (Zero Carbon Step Code).

Optional

Community-wide buildings policies, programs and actions.*

- Topping up Provincial energy efficiency incentive programs.
- Highest efficiency standards for new space and water heating equipment.
- BC Energy Step Code adoption (Step 3 or higher).
- Zero Carbon Step Code adoption.
- Requirement to use mass timber in buildings construction.
- Requirement to measure embodied carbon.
- Other.

Please enter the step for part 3 buildings (Energy Step Code).

Optional

Please enter the step for part 9 buildings (Energy Step Code).

Optional

Please enter the step for part 3 buildings (Zero Carbon Step Code).

Optional

Please enter the step for part 9 buildings (Zero Carbon Step Code).

Optional

Please enter the step for part 3 buildings (Zero Carbon Step Code).

Optional

Please enter the step for part 9 buildings (Zero Carbon Step Code).

Optional

Please highlight a community project(s) that was in-progress, ongoing or completed in the 2023 calendar year related to buildings. Please enter NA if your community reported no buildings initiatives ongoing, completed or in-progress for 2023.*

1) *Efficiency upgrades to City Hall.* 2) *Continued to heat the City's Public Works building and dog pound through the use of a biomass heating system.*

Question 11: Please indicate all climate initiatives your local government or Nation had in-progress, ongoing or completed in the 2023 calendar year related to the transportation sector. This should not be limited to what your LGCAP funding supported.*

- Corporate
- Community
- Not applicable

Corporate transportation policies, programs and actions.*

- Programs to increase high-occupancy (2 or more people) vehicle trips (i.e. carpooling).
- Established personal (passenger) transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for active transportation and zero-emission vehicles.
- Established commercial transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for energy efficient commercial transportation and zero-emission vehicles.
- Implemented zero-emission vehicle first procurement policy for all local government on and off-road vehicles purchases.
- Implemented a zero-emission vehicle preference or requirement for contracted work from a service provider.
- Active transportation infrastructure investments.
- Active transportation education and encouragement programs.
- Expanded micromobility access, bylaws and/or infrastructure (e.g. introduced or expanded bike/e-bike/e-scooter sharing programs, built new bike/scooter lanes, updated bylaws for use of bikes/scooters).
- Installation of secure bike parking (i.e. bike valet).
- Electric vehicle charging studies/planning.
- Electric vehicle charging infrastructure investments.
- Required new and/or existing gasoline and card lock fuel stations to include zero-emission vehicle infrastructure development.
- Not applicable.
- Other.

Community-wide transportation policies, programs and actions.*

- Programs to increase high-occupancy (2 or more people) vehicle trips (i.e. carpooling).
- Improving or expanding public transportation.
- Mode shift targets for passenger and/or commercial transportation (shifting from private vehicles to sustainable modes like walking, cycling and public transit) in Official Community Plan, Regional Growth Strategy or other guiding documents.
- Established personal (passenger) transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for active transportation and zero-emission vehicles.
- Established commercial transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for energy efficient commercial transportation and zero-emission vehicles.
- Bylaws updated to prioritize energy efficient transportation hierarchy (i.e. pedestrians first).
- Revising existing bylaws or implementing new ones to support active transportation.
- Active transportation planning.
- Active transportation infrastructure investments.

- Active transportation education and encouragement programs.
- Expanded micromobility access, bylaws and/or infrastructure (e.g. introduced or expanded bike/e-bike/e-scooter sharing programs, built new bike/scooter lanes, updated bylaws for use of bikes/scooters).
- Bylaws that reduce or eliminate off street parking requirements.
- Implement pedestrian plazas, car-free streets (temporary or permanent) or limited-access automobile streets.
- Installation of public secure bike parking (i.e. bike valet).
- Neighbourhood or community-wide speed limit reductions.
- Electric vehicle charging studies/planning.
- Mandatory EV infrastructure in new construction.
- Established electric vehicle charging ready bylaws.
- Electric vehicle charging infrastructure investments.
- Streamlined hydrogen fueling station permitting process.
- Required new and/or existing gasoline and card lock fuel stations to include zero-emission vehicle infrastructure development.
- Required green roads certification for any new or significantly modified existing roads.
- Not applicable.
- Other.

Please highlight a community project(s) that was in-progress or completed in the 2023 calendar year related to transportation. Please enter NA if your community reported no transportation initiatives ongoing, completed or in-progress for 2023.*

Completed the construction of a key connectivity trail that was identified in the City's Official Community Plan and Active Transportation Plan.

Question 12: Please indicate all climate initiatives your local government or Nation had in-progress, ongoing or completed in the 2023 calendar year related to community-wide and corporate action. This should not be limited to what your LGCAP funding supported.*

- Corporate
- Community
- Not applicable

Corporate climate policies, programs and actions*

- Circular economy or zero waste strategy.
- Sustainable procurement policy.
- Renewable energy investments (e.g. district energy, waste heat recovery, biomass).
- Green/blue carbon sequestration.
- Compliance carbon offset projects.
- Voluntary carbon offset projects.
- Not applicable.
- Other.

Continued to include 'Proximity of Service' as a key scoring criteria when evaluating proposals/tenders.

Community-wide climate policies, programs and actions.*

- Complete, compact communities
- Organics diversion
- Circular economy or zero waste strategy
- Renewable energy investments (e.g. district energy, waste heat recovery, biomass)
- Green/blue carbon sequestration
- Not applicable

Other

Complete, Compact Communities - Please select all that apply.*

See Complete Communities Guide and Program for supports advancing identified community goals through the creation of more complete, compact and energy efficient communities.

- Rezoning
- Smaller lots
- Density bonuses
- Secondary suites and laneway homes
- Infill development
- Urban containment boundaries
- Official Community Plans
- Regional Growth Strategies
- Community Development Plans

Please highlight a community project(s) that was in-progress, ongoing or completed in the 2023 calendar year related to community-wide or corporate action. Please enter NA if your community reported no community-wide or corporate initiatives ongoing, completed or in-progress for 2023.*

Developed pre-approved building plans for secondary dwellings that can be purchased by the public at an affordable price.

Question 13: Please indicate all initiatives your local government or Nation had completed, ongoing or in-progress in the 2023 calendar year to adapt to and build resilience to climate impacts. This should not be limited to what your LGCAP funding supported.*

- Corporate
- Community
- Not applicable

Corporate resilience and adaptation policies, programs and actions.*

- Undertaking or completing a risk assessment at the asset or project level.
- Undertaking or completing a Hazard Risk Vulnerability Analysis (HRVA) at the asset or project level.
- Addressing current and future climate risks through plans, adaptation measure implementation, programs, service delivery, asset management and/or other functions.
- Collaboration with other communities on resilience planning/initiatives.
- Monitoring climate risks or impacts (floods, wildfire, etc.).
- Providing training (adaptation and mitigation skills).
- Creation of policy/procedures to affect change (climate considerations into decision-making processes).
- Creating data systems to support climate action.
- Utilizing natural assets/nature-based solutions.
- Developing emergency/hazard response plans.
- Not applicable.
- Other.

Community-wide resilience and adaptation policies, programs and actions.*

- Undertaking or completing a risk assessment at the community level.
- Undertaking or completing a Hazard Risk Vulnerability Analysis (HRVA) at the community level.
- Addressing current and future climate risks through plans, adaptation measure implementation, programs, service delivery, asset management and/or other functions.
- Collaboration with other communities on resilience planning/initiatives.

- Hydroclimatological data collection.
- Monitoring climate risks or impacts (floods, wildfire, etc.).
- Public engagement on climate risks and actions.
- Providing training (adaptation and mitigation skills).
- Creation of policy/procedures to affect change (climate considerations into decision-making processes).
- Creating data systems to support climate action.
- Utilizing natural assets/nature-based solutions.
- Developing emergency/hazard response plans.
- Not applicable.
- Other.

Please highlight one or more climate adaptation project(s) that were completed, ongoing or in-progress in the 2023 calendar year to reduce risk and increase resilience. Please enter NA if your community reported no community-wide or corporate initiatives ongoing, completed or in-progress for 2023.*

Please note that highlights for resilience actions may be shared with the Ministry of Emergency Management and Climate Readiness (EMCR) for them to use on ClimateReadyBC as part of their work on sharing info on climate resilience in BC. EMCR may follow up for more details if needed.

The City of Enderby undertook an extreme heat assessment, mapping and response planning process. The purpose of the planning process was to develop a Heat Response Plan to provide decision making guidance to the City of Enderby staff when planning, preparing, and responding to extreme heat events.

Question 14 a): Has a climate risk and vulnerability or similar assessment been undertaken for your local government or Nation?*

Please select all that apply. In the textbox, please provide the link to the public assessment if available.

- Yes at the community level
- Yes at the asset or project level
- No

If not, please select one or more options from the list.*

- No, but we are currently undertaking one and it will be complete in the next two years.
- No, we are not intending to undertake due to lack of financial capacity.
- No, we are not intending to undertake due to lack of staff and technical capacity.
- No, we are waiting for direction from the Provincial Government before undertaking an assessment.

Question 14 b): Are you integrating climate risk into asset management, budgeting and climate action plans?*

- Yes, in asset management
- Yes, in budgeting
- Yes, in climate action plans
- No

Question 15: What are the most significant climate hazards and impacts faced by your jurisdiction and what is the timeframe of their expected impact on your community? *

For each selection, please indicate if the timeframe of their expected impact is short, medium, long or not sure. (short [current/by 2025]; medium [2026-2050]; long [beyond 2050])

- Extreme heat and heat stress
short
- Extreme cold, snow and ice
- Water shortages
- Wildfire

short

- Wildfire smoke
- Overland flooding
short
- Coastal flooding, storm surge events and/or other coastal hazards
- Wind, rain, and other storm events
- Ecological impacts (examples of ecological impacts include biodiversity loss and erosion)
- Cultural impacts (examples of cultural impacts include threats to identities, languages, and livelihoods)
- Human health impacts
- Power outages
- Not applicable/no hazards
- Not sure
- Other

Question 16: What information do you need to know to be able to plan effectively for the future of your community, with respect to the hazards and impacts identified in Question 15? Please select one or more of what you consider the most valuable types of information for planning.*

- Local knowledge
- Localized climate modelling and projected scenarios
- Assessment of potential community impacts
- Assessment of community vulnerabilities
- Risk assessment of hazards
- Mapping of climate change impacts and hazards
- Demographic information
- Projected development
- Adaptation planning information
- Technical expertise to implement solutions
- Community/stakeholder engagement and support
- Information on partnership opportunities
- Examples of actions taken by other communities
- Not sure
- Other

Optional: What resilience indicators are of most value to your local government or Nation?

Question 17: Based on the hazards and impacts you indicated as most significant in Question 15, which groups are most vulnerable to the impacts of those climate hazards and impacts?*

- Low-income households
- Indigenous Peoples
- Racialized communities
- Newcomers to Canada (immigrants and refugees)

- People experiencing homelessness
- Seniors
- Women and girls
- Persons with disabilities
- LGBTQIA2S+: Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, Asexual, Two-Spirit, and additional sexual orientations and gender identities
- People living alone/isolated
- Not sure
- Other

Question 18: Of the hazards and impacts identified in Question 15, please specify the associated adaptation measures completed or in-progress in the 2023 calendar year, if any.*

If entering a hazard under "Other", please also write the hazard in the "Adaption measure" textbox.

Hazard	Adaptation measure
Extreme heat and heat stress	<i>Completed an extreme heat assessment, mapping and response planning process</i>
Extreme cold, snow and ice Water shortages	
Wildfire	<i>Continued to implement the local FireSmart program.</i>
Wildfire smoke	
Overland flooding	<i>Continued to implement floodplain regulations related to building siting when located in floodplain.</i>
Coastal flooding, storm surge events and/or other coastal hazards	
Wind, rain, and other storm events	
Ecological impacts	
Human health impacts	
Cultural impacts	
Power outages	
Other	

Question 19: How does your local government or Nation ensure equitable access to and distribution of climate action opportunities and benefits?*

Please select all that apply.

- By collecting and analyzing disaggregated and/or spatial data on the impacts of climate policy and change.
- By engaging with equity seeking groups/frontline communities most impacted by climate policy and change.
- By designing and implementing climate actions that remove barriers to participation in planning and programs faced by equity seeking groups/frontline communities most impacted by climate change.
- There are no specific measures in place to ensure equitable access to and distribution of opportunities and benefits.
- Not sure how to integrate equity into our climate action work.
- Not sure if equity is being integrated into our climate action work.

Optional: Please highlight a climate initiative completed or in-progress in the 2023 calendar year that promotes equity and inclusion.

Completed an extreme heat assessment, mapping and response planning process which included direct engagement with a range of stakeholders, including vulnerable populations.

Question 20: What did/will your local government or Nation spend its LGCAP funding on for year two of the Program (2023)? Please select all that apply and indicate the total dollar value associated with each initiative.

For LGCAP 2023 funding, The Corporation of the City of Enderby received 64082. Please ensure the amount(s) entered for Question 20 equal this amount in total.*

- Corporate
- Community
- Funds on hold
53143

Corporate Initiatives

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Staffing
- Energy study
- Climate study
- Traditional services emissions reporting
- Asset management
- Climate finance planning
- Leveraging funds from other sources/ grant stacking
- Buildings initiatives
- Transportation initiatives
- Community-wide initiatives
- Resilience and adaptation initiatives
- Other

Corporate buildings policies, programs and actions.*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Highest efficiency standards for new space and water heating equipment.
- BC Energy Step Code adoption (Step 3 or higher).
- Zero Carbon Step Code adoption.
- Efficiency upgrades/retrofits.
10939
- Requirement to use mass timber in buildings construction.
- Requirement to measure embodied carbon.
- Other.

Corporate transportation policies, programs and actions.*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Programs to increase high-occupancy (2 or more people) vehicle trips (i.e. carpooling).
- Established personal (passenger) transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for active transportation and zero-emission vehicles.
- Established commercial transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for energy efficient commercial transportation and zero-emission vehicles.
- Implemented zero-emission vehicle first procurement policy for all local government on and off-road vehicles purchases.
- Implemented a zero-emission vehicle preference or requirement for contracted work from a service provider.
- Active transportation infrastructure investments.
- Active transportation education and encouragement programs.
- Expanded micromobility access, bylaws and/or infrastructure (e.g. introduced or expanded bike/e-bike/e-scooter sharing programs, built new bike/scooter lanes, updated bylaws for use of bikes/scooters).
- Installation of secure bike parking (i.e. bike valet).
- Electric vehicle charging studies/planning.
- Electric vehicle charging infrastructure investments.
- Required new and/or existing gasoline and card lock fuel stations to include zero-emission vehicle infrastructure development.
- Other.

Corporate climate policies, programs and actions*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Circular economy or zero waste strategy.
- Sustainable procurement policy.
- Renewable energy investments (e.g. district energy, waste heat recovery, biomass).
- Green/blue carbon sequestration.
- Compliance carbon offset projects.
- Voluntary carbon offset projects.
- Other.

Corporate resilience and adaptation policies, programs and actions.*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Undertaking or completing a risk assessment at the asset or project level.

- Undertaking or completing a Hazard Risk Vulnerability Analysis (HRVA) at the asset or project level.
- Addressing current and future climate risks through plans, adaptation measure implementation, programs, service delivery, asset management and/or other functions.
- Collaboration with other communities on resilience planning/initiatives.
- Monitoring climate risks or impacts (floods, wildfire, etc.).
- Providing training (adaptation and mitigation skills).
- Creation of policy/procedures to affect change (climate considerations into decision-making processes).
- Creating data systems to support climate action.
- Utilizing natural assets/nature-based solutions.
- Developing emergency/hazard response plans.
- Other.

Community Initiatives

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Climate engagement
- Climate study
- Energy study
- Asset management
- Buildings initiatives
- Transportation initiatives
- Community-wide initiatives
- Resilience and adaptation initiatives
- Topping up programs/incentives
- Other

Community-wide buildings policies, programs and actions.*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Topping up Provincial energy efficiency incentive programs.
- Highest efficiency standards for new space and water heating equipment.
- BC Energy Step Code adoption (Step 3 or higher).
- Zero Carbon Step Code adoption.

Requirement to use mass timber in buildings construction.

Requirement to measure embodied carbon.

Other.

Community-wide transportation policies, programs and actions.*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

Programs to increase high-occupancy (2 or more people) vehicle trips (i.e. carpooling).

Improving or expanding public transportation.

Mode shift targets for passenger and/or commercial transportation (shifting from private vehicles to sustainable modes like walking, cycling and public transit) in Official Community Plan, Regional Growth Strategy or other guiding documents.

Established personal (passenger) transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for active transportation and zero-emission vehicles.

Established commercial transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for energy efficient commercial transportation and zero-emission vehicles.

Bylaws updated to prioritize energy efficient transportation hierarchy (i.e. pedestrians first).

Revising existing bylaws or implementing new ones to support active transportation.

Active transportation planning.

Active transportation infrastructure investments.

Active transportation education and encouragement programs.

Expanded micromobility access, bylaws and/or infrastructure (e.g. introduced or expanded bike/e-bike/e-scooter sharing programs, built new bike/scooter lanes, updated bylaws for use of bikes/scooters).

Bylaws that reduce or eliminate off street parking requirements.

Implement pedestrian plazas, car-free streets (temporary or permanent) or limited-access automobile streets.

Installation of public secure bike parking (i.e. bike valet).

Neighbourhood or community-wide speed limit reductions.

Electric vehicle charging studies/planning.

Mandatory EV infrastructure in new construction.

Established electric vehicle charging ready bylaws.

Electric vehicle charging infrastructure investments.

- Streamlined hydrogen fueling station permitting process.
- Required new and/or existing gasoline and card lock fuel stations to include zero-emission vehicle infrastructure development.
- Required green roads certification for any new or significantly modified existing roads.
- Other.

Community-wide climate policies, programs and actions.*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Complete, compact communities
- Organics diversion
- Circular economy or zero waste strategy
- Renewable energy investments (e.g. district energy, waste heat recovery, biomass)
- Green/blue carbon sequestration
- Other

Complete, compact communities.*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Rezoning
- Smaller lots
- Density bonuses
- Secondary suites and laneway homes
- Infill development
- Urban containment boundaries
- Official Community Plans
- Regional Growth Strategies
- Community Development Plans
- Other

Community-wide resilience and adaptation policies, programs and actions.*

Textbox format: no dollar sign and up to two decimal points (i.e. 2500 or 657.25).

If selecting "Other", please write both the item and the amount of funding in the textbox.

- Undertaking or completing a risk assessment at the community level.

- Undertaking or completing a Hazard Risk Vulnerability Analysis (HRVA) at the community level.
- Addressing current and future climate risks through plans, adaptation measure implementation, programs, service delivery, asset management and/or other functions.
- Collaboration with other communities on resilience planning/initiatives.
- Hydroclimatological data collection.
- Monitoring climate risks or impacts (floods, wildfire, etc.).
- Public engagement on climate risks and actions.
- Creation of policy/procedures to affect change (climate considerations into decision-making processes).
- Creating data systems to support climate action.
- Utilizing natural assets/nature-based solutions.
- Developing emergency/hazard response plans.
- Other.

Funds on hold - How will funds be allocated?

- Please indicate the project(s) funds have been allocated to.
53143
- No decision has been made.

Renewable Energy - What is the installed capacity (MW)?

Renewable Energy - What is the installed capacity (MW)?

Please highlight the initiative(s) your local government or Nation's LGCAP year two funding will support. *
Funds were used for efficiency upgrades to City Hall and the remainder put into reserves for 2024 projects.

Question 21 a): How much additional funding for climate action were you able to invest by leveraging your LGCAP funds? This could include matching grants as well as private investment.*

Format: no dollar sign and up to two decimal places

0

Question 21 b): Please list the funding programs leveraged and associated funders (i.e. Investing in Canada Infrastructure Program, Canada/Province).*

Please enter "NA" if no funds were leveraged.

0

Question 22: What is your internal decision criteria for spending LGCAP dollars?*

Whether the project contributes to meeting the goals under the CleanBC Roadmap or the Climate Preparedness and Adaptation Strategy

Question 23: Does your local government or Nation use a formal framework to apply a climate lens on infrastructure planning and decision-making?*

This could include the Provincial preliminary GHG assessment guidance, the Federal climate lens guidance, or another climate lens framework.

() Yes

(X) No

Question 24: What is the value in the Program's continuity for your community?

Optional

Please note on posting the survey publicly:

- All information from required questions must be included.
- Optional questions and responses can be omitted. The Province will use the information for internal purposes only.
- When posting the survey publicly, the design / format of the form can be changed.

Attested by (first name, last name)*

Professional title*

Local government or Modern Treaty Nation*

Date*

Attestor signature*

Please note: We did hear feedback to allow for file upload e-signatures and have looked into this. Unfortunately, uploaded files do not appear on the final report.

If you require a redo for the digitally-drawn signature, please click the trash can. If that doesn't work, please submit your survey then contact us at LGCAP@gov.bc.ca.

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: July 8, 2024
Subject: License of Occupation with Slim Jim's Diner

RECOMMENDATION

THAT Council authorizes the Corporate Officer to execute the attached license of occupation with Slim Jim's Diner.

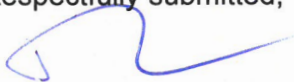
BACKGROUND

The restaurant that has historically occupied a portion of the building at 409 Cliff Avenue has an outdoor patio that is situated upon City property. The property in question is part of a highway dedication that includes the Riverwalk; the dedication outside of the Riverwalk is unconstructed. There is also a water main that runs under the patio.

Prior operators of the restaurant unit have all entered into a license of occupation to use this property as a patio for commercial food and beverage services. A license of occupation expresses the terms and conditions of use, including the expectations of the parties around kinds of permitted uses, liability, and cancellation.

As the operator of the restaurant unit has recently changed to Slim Jim's Diner, a new license of occupation is being advanced for Council's consideration.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

LICENSE OF OCCUPATION

BETWEEN:

THE CORPORATION OF THE CITY OF ENDERBY
619 Cliff Avenue, P. O. Box 400
Enderby, B. C. V0E 1V0

("the City")

AND: TAMMY PINCH, Owner
SLIM JIM'S DINER
PO BOX 39
ENDERBY BC, V0E 1V0

("the Licensee")

WHEREAS

- A. Under Section 35(11) of the *Community Charter*, the Council of the City may, by bylaw, or resolution, grant a license of occupation or an easement, or permit an encroachment, in respect of a highway;
- B. The Licensee wishes to use that portion of highway shown outlined on Schedule "A" (the "Land") for the purposes described herein;
- B. The City has agreed to grant a License of Occupation ("the License") over the Land;

NOW THEREFORE, in consideration of the promises and obligations herein, the parties agree as follows:

1. PURPOSE OF LICENSE

- 1.01 The City grants to the Licensee permission to enter on and use the Land for the purpose of commercial food and beverage service.

2. DURATION

- 2.01 The duration of the License shall be for an initial term of one (1) year commencing on the 16th day of December, 2023 and ending on the 16th day of December, 2024, unless cancelled in accordance with the terms of the License.
- 2.02 Following the initial term, the License may be renewed on a year-to-year basis by mutual agreement.

3. LICENSEE'S OBLIGATIONS

- 3.01 The Licensee shall:

- a) use and occupy the Land in accordance with the provisions of the License.
- b) pay and discharge when due, all applicable taxes, levies, fees, or charges now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon which the Licensee is liable to pay.
- c) observe, fulfill and comply promptly at their own expense with the requirements of every applicable statute, law, regulation or bylaw of any federal, provincial or municipal government, agency or authority or of any association of insurance underwriters or agents, and all notices, orders or direction in pursuance of same, whether served upon the Licensee or the City.
- d) keep the Land and improvements in a safe, clean and sanitary condition satisfactory to the City.
- e) not use, exercise, condone, carry on or permit the Land or any part thereof for any noxious, illegal, immoral or offensive trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the said term be done in or upon the Land or any part thereof which shall be or grow to the annoyance, nuisance, damage or disturbance of others.
- f) not commit or suffer any wilful or voluntary waste, spoil or destruction on the land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of others.
- g) not erect any buildings or structures, whether temporary or permanent, on the Land without the prior written approval of the City, with any such building or structure to be removed by the Licensee at their sole expense, upon demand of the City.
- h) permit the City, at any time, to enter upon the Land for the purposes of inspecting the works, and reconstructing, maintaining, repairing, inspecting, testing or removing any public works, utility or highway existing in the vicinity of the works. The City shall, in undertaking such activities, use reasonable efforts to minimize any disruption or damage to the business of the Licensee, except that it shall not be responsible for the costs of restoring, repairing, replacing, or relocating buildings or structures that may be on, under, or over the Land, whether or not permitted.
- i) not restrict the common law right of passage by the public over the Land, unless such restriction is exercised by the City.
- j) indemnify and save harmless the City and their officers, employees, elected officials, servants and agents from and against any and all liabilities, damages, losses, costs, expenses (including legal and litigation expenses) incurred in any actions, claims, suits and other proceedings in connection with or arising from:

- i) any breach or non-performance by the Licensee of any obligation contained herein;
 - ii) any loss or damage or injury to property or any loss or injury to any person, including death resulting at any time, occurring in or about the Lands and resulting from the negligence or wilful misconduct of the Licensee, its employees, members, agents or contractors;
 - iii) any other wrongful or dishonest act or neglect of the Licensee, its employees, members, agents or contractors in or about the Lands.

- k) on the expiration or at the earlier cancellation of the License:
 - i) to quit peaceably and deliver possession of the Land to the City.
 - ii) to remove all buildings, machinery, plant equipment and apparatus, encroachments, and all other improvements to or things fixed on, under, or above the Land, from the Land.
 - iii) to restore the surface of the Land to its original condition, and to the extent necessary, this obligation shall survive the expiration or cancellation of this License.

- l) obtain and maintain comprehensive general liability insurance on the Lands providing coverage for personal injury and property damage arising out of the existence and use of the Land and the works, in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence and on the terms satisfactory to the City, and agrees that the City shall at all times be named as additional insured in the policy of insurance. A copy of the current insurance policy shall be provided annually to the City by the insurer. The policy shall also contain a clause providing that the insurer will give the City 30 days prior written notice in the event of cancellation or material change. The City may, with ninety (90) days notice, request that the Licensee increase the insurance amount.

- m) indemnify, release, defend, and save harmless the City from all costs, claims, charges, or damages arising from the License.

- n) agree that no provision of the License and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, shall relieve the Licensee from liability to the City, whether such liability arises under the License, under the provisions of the *Local Government Act*, the *Community Charter* or otherwise.

- o) remain in good standing with WorksafeBC and provide coverage for all of its employees, and shall serve as the Prime Contractor for the Lands. The Licensee agrees to indemnify and save the City harmless from and against any and all claims, assessments or costs that they may incur as a result of the City being deemed to be the "Prime Contractor", pursuant to a finding or determination by WorkSafeBC.

4. ASSIGNMENT

- 4.01** The Licensee shall cause any purchaser or transferee of the property to assume the obligation of the Licensee to the Land.
- 4.02** Should the Land not be assigned to a purchaser or transferee, the License shall deemed to have been cancelled by the Licensee, who shall be responsible for all obligations specified in the License.

5. CANCELLATION

5.01 In the event that:

- a) the City requires the Land for its own use or, in its sole discretion, considers that it is in the public interest to cancel the License;
- b) the Licensee ceases to use the Land for the purposes permitted by the License,

the City may, on ninety (90) days written notice to the Licensee, cancel this License and the rights herein granted, in whole or in part.

5.02 In the event that the Licensee fails to observe or perform any of the obligations, agreements, provisions or conditions contained herein, and such failure continues for a period of thirty (30) days after the giving of written notice by the City to the Licensee of the nature of the failure, the City may cancel this License.

5.03 In the event that:

- a) the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an agreement with their creditors; or
- b) the City discovers that the Licensee, either in their application for this License or otherwise has misrepresented or withheld any fact material to the application

the City may, on ten (10) days written notice to the Licensee, cancel this License.

5.04 Unless stated otherwise in the License, thirty (30) days after the expiration or cancellation of the License, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the City and the City may remove them from the Land and the Licensee shall, on demand, compensate the City for all costs incurred by the City respecting their removal.

5.05 The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this License by the City under this or any other article of the License.

6. NOTICE

- 6.01** Where service of a notice or a document is required under the License, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to the City and the Licensee at the addresses specified for each on the first page of this License, and where service is by registered mail, the notice or document shall be conclusively deemed to have been served on the eighth (8th) day after its deposit in a Canada Post Office at any place in Canada.
- 6.02** Either party may, by notice in writing to the other, specify another address for service of notices under this License and where another address is specified under this section, notices shall be mailed to that address in accordance with this article.
- 6.03** Notwithstanding article 6.01, any written notice to be served or given by the City to the Licensee under this License shall be effectively given or served by posting the same in a conspicuous place on the Land.

7. MISCELLANEOUS

- 7.01** No term, condition, covenant or other provision herein shall be considered to have been waived by the City unless such waiver is expressed in writing by the City. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the City shall not be considered to waive or render unnecessary such consents or approvals of any subsequent similar act by the Licensee.
- 7.02** No remedy conferred upon or reserved to the City is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or existing at law, in equity, or by statute.
- 7.04** The terms and provisions of this License shall extend to, be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.
- 7.05** The Licensee acknowledges and agrees that this License does not give the Licensee a registerable interest in the Land and the Licensee will not register or attempt to register this or any related document or any notice or claim in respect of it in any land title office.
- 7.06** Notwithstanding anything to the contrary contained in the License, if either party is bona fide delayed or hindered in or prevented from the performance of any term, condition, covenant or act, by reason of an event of force majeure, that party shall be relieved from the fulfillment of such term, covenant or act during the period of such interruption and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

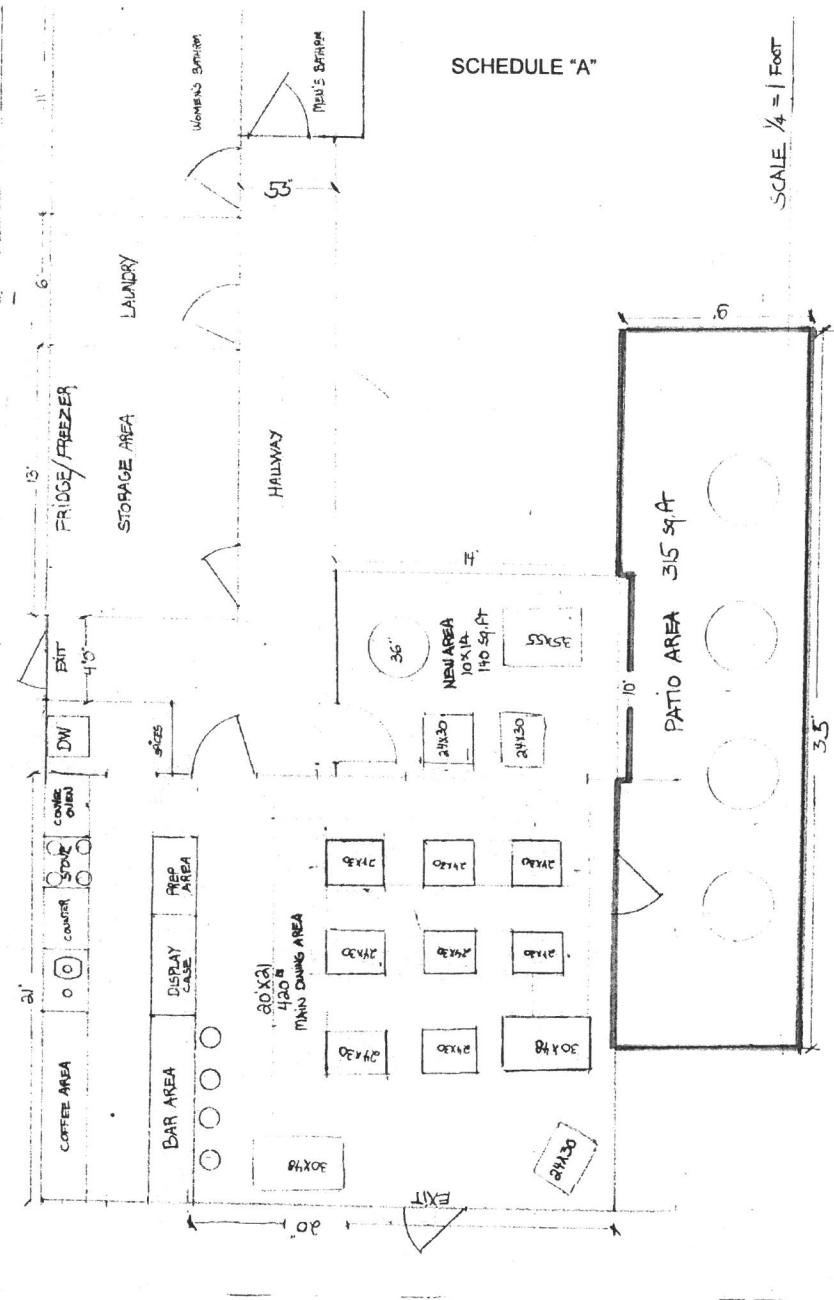
8. INTERPRETATION

- 8.01 Unless the context otherwise requires, the singular includes the plural and any pronoun includes a corporation.
- 8.02 The preamble and headings contained in the License are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- 8.03 If any section of this License or any part of a section is found to be illegal or unenforceable, that part or section shall be considered separate and severable and the remaining parts or section shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 8.04 Any schedule to the License is attached to and forms part of the License.

IN WITNESS WHEREOF, the parties hereby affixed their signatures on the day and year first above written.

)	
Witness)	Licensee
)	
)	
)	
Witness)	Corporate Officer, City of Enderby
)	

RIVER HOUSE BISTRO ENDERBY



SCHEDULE "A"

SCALE 1/4" = 1 FOOT

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner
Date: July 12, 2024
Subject: Request to Occupy Travel Trailer for Residential Purposes at 133 West Enderby Road

RECOMMENDATION

THAT Council does not support the request from Danielle Smith to permit the occupancy of a travel trailer at 133 West Enderby Road for residential purposes.

ALTERNATE RECOMMENDATION

THAT Council directs a deferral of enforcing the provisions of the City of Enderby Zoning Bylaw No. 1550, 2014 related to prohibiting the occupation of a travel trailer residential purposes, for 133 West Enderby Road, subject to the following conditions:

- The deferral of enforcement shall only apply to a single travel trailer on the property;
- The travel trailer must be sited in accordance with the Country Residential (C.R) zone's setback requirements for a single-family dwelling;
- The travel trailer shall only be occupied by the applicant and her immediate family, including partner;
- The applicant shall ensure that the occupation of the travel trailer does not result in any unreasonable impacts to adjacent properties;
- The applicant agrees that, should the City require them to discontinue the occupation of a travel trailer at 133 West Enderby Road, for failure to meet the conditions, or as a result of another bylaw contravention reasonably related to the occupation of a travel trailer at 133 West Enderby Road, the use will be discontinued immediately;
- The deferral of enforcement shall expire on March 30, 2025; and
- The applicant must acknowledge that failure to adhere to any of the above conditions will result in the discontinuance of enforcement deferral, at which point the City will take enforcement action to remedy the contravention of City of Enderby Zoning Bylaw No. 1550, 2014 related to prohibiting the occupation of a travel trailer for residential purposes, for 133 West Enderby Road.

BACKGROUND

In February of 2023, there was a house fire at 133 West Enderby Road which significantly damaged the building and resulted in the owner and her family being displaced until such time as the building was either repaired or replaced. In June of 2023, the City received a request from the owner, Danielle Smith, for permission to occupy a travel trailer for residential purposes on the property while the building was being repaired or replaced. Under the City of Enderby Zoning Bylaw No. 1550, 2014, the occupation of a travel trailer for residential purposes is not permitted.

Normally, requests for an unpermitted use to occur on a property must go through either a rezoning, zoning text amendment, or temporary use permit application process. However, given the demonstrated hardship being faced by Ms. Smith and her family, Council directed a deferral of enforcing the provisions of the City of Enderby Zoning Bylaw No. 1550, 2014 related to prohibiting the occupation of a travel trailer or RV for residential purposes, for 133 West Enderby Road, subject to the following conditions:

- The deferral of enforcement shall only apply to a single travel trailer or RV on the property;
- The travel trailer or RV must be sited in accordance with the Country Residential (C.R) zone's setback requirements for a single-family dwelling;
- The travel trailer or RV shall only be occupied by the applicant and her immediate family, including partner;
- The applicant shall ensure that the occupation of the travel trailer or RV does not result in any unreasonable impacts to adjacent properties;
- The applicant agrees that, should the City require them to discontinue the occupation of a travel trailer or RV at 133 West Enderby Road, for failure to meet the conditions, or as a result of another bylaw contravention reasonably related to the occupation of a travel trailer or RV at 133 West Enderby Road, the use will be discontinued immediately;
- The deferral of enforcement shall expire on:
 - January 18, 2024 if the applicant's insurer chooses to repair the existing structure; or
 - January 18, 2025 if the applicant's insurer chooses to rebuild the structure;
- The applicant acknowledges that failure to adhere to any of the above conditions will result in the discontinuance of enforcement deferral, at which point the City will take enforcement action to remedy the contravention of City of Enderby Zoning Bylaw No. 1550, 2014 related to prohibiting the occupation of a travel trailer or RV for residential purposes, for 133 West Enderby Road.

Council also authorized Staff to extend the deferral of the enforcement deadline by an additional 4 months, provided the insurance company submits a progress report and a revised date for completing construction. It should be noted that any request for a deferral beyond this would require a Council resolution, subject to Ms. Smith's insurer providing a progress report explaining the delays and providing a revised completion date.

Following the passing of the January 18, 2024 deadline, Staff reached out to Ms. Smith to discuss whether her insurance company had decided whether to repair or rebuild the damaged structure, as it would impact Council's deadline for the deferral of enforcement. Ms. Smith's partner, Kyle MacIntyre, confirmed on her behalf that their insurance company had not made a determination on whether to rebuild or repair the home and that they were no longer living on the property. Mr. MacIntyre advised Staff that they had no intentions of re-occupying the trailer for residential purposes. Staff advised that if they wished to return living in the trailer on the property in the future, it would need to be in accordance with the previously specified terms and conditions; specifically, their insurance provider would need to provide either:

- i. Confirmation that they were intending to rebuild the structure, in which case the residential occupancy of the trailer could continue until January 18, 2025; or
- ii. A progress report and a revised date for completing construction, so that Staff could consider a 4 month extension to the January 18, 2024 deadline, consistent with Council's policy direction.

Since Ms. Smith and her family began to occupy a trailer on the property in the summer of 2023, the City has received numerous bylaw complaints regarding nuisance and unsightliness (overgrown vegetation, wood debris deposited into boulevard and ditch, garbage scattered throughout the property, excessive noise); the most recent unsightliness issue took 2.5 months to resolve and a significant amount of Staff and bylaw enforcement resources. In addition, there have been two incidents where Ms. Smith has verbally assaulted the City's Bylaw Enforcement Officer and a Staff member. The RCMP have reported that there have been 6 RCMP service calls to the property throughout 2023 and 2024. Furthermore, Staff have received reports that Ms. Smith and Mr. MacIntyre have reoccupied the trailer for residential purposes, which is not permitted given that they have not satisfied items i or ii above. When the City's Bylaw Enforcement Officer engaged with them, Mr. MacIntyre and Ms. Smith affirmed that they were not residing in the trailer and that they had alternate living arrangements. The Bylaw Enforcement Officer has performed a series of spot checks over the past several months to try and determine whether the trailer is being occupied, with limited success. However, Mr. MacIntyre has recently confirmed in a telephone conversation with Staff that he and Ms. Smith *are* in fact occupying the trailer for residential purposes while they attempt to repair the damaged home in order to make it habitable. Ms. Smith is now seeking permission from Council for the residential use of the trailer to continue into the future, with the written request being attached to this memorandum as Schedule 'A'.

Over the past 12 months, the amount of Staff and bylaw resources expended in response to this property have been immense. Given the on-going nuisance issues associated with the property, coupled with the fact that Ms. Smith has not complied with the terms and conditions of Council's original deferral of enforcement, Staff are recommending that Council not support Ms. Smith's request to permit the occupancy of a trailer at 133 West Enderby Road for residential purposes. Alternatively, should Council wish to direct a deferral of enforcement, it is recommended that it be subject to the same terms and conditions as the previous deferral of enforcement, with the deferral to expire on March 30, 2025.

Separate from this matter, Staff note that given that there have been more than three nuisance service calls to the property within a 12 month period, Staff are in the process of placing the property on a nuisance abatement schedule in accordance with the City's Good Neighbour Bylaw. Placing a property on a nuisance abatement schedule allows the City to charge an 'excessive nuisance abatement fee' to the property owner every time there is a nuisance service call that results in bylaw enforcement, RCMP or the fire department responding to the property. In order for a property to be removed from the nuisance abatement schedule, there must be a 12 month period where there are no nuisance service calls to the property.

Respectfully Submitted,



Kurt Inglis
Planner

Kurt Inglis

From: aholmes@cityofenderby.com
Sent: July 10, 2024 8:35 AM
To: Tate Bengtson; kinglis@cityofenderby.com
Subject: FW: Letter to City Counsel

From:
Sent: Tuesday, July 9, 2024 5:45 PM
To: info@cityofenderby.com
Subject: Letter to City Counsel

To City counsel of Enderby,

My name is Danielle Smith. My boyfriend, 2 daughters and I have been living in this home and I have been a home owner, farmer, and the owner/operator of Willowtree family childcare in Enderby for 8 years.

I had a house fire on February 26th, 2023. We lost everything! We made it out with the clothes on our back and didn't even have time to grab shoes. We lost 2 beloved pets in the fire. I lost my business and my daycare kids had to go elsewhere.

I had, what I thought was, the gold star insurance and I was told that my house would be rebuilt or repaired within 3-6 months. This has not been the case. My insurance claim is over one million dollars and my insurance company has not been acting in good faith. I have hired a lawyer who has stated the insurance company is trying to starve me out so that I would accept a low settlement, and they are suing my insurance company for damages they have caused by not having my home repaired as soon as the fire happened and for the mental stress they have caused.

Since the fire my mental health has declined severely and I have been dealing with P.T.S.D, depression and anxiety. My physical health has declined severely as well and I have been hospitalized 6 times for a rare and serious blood infection. My waist length hair has fallen out!

City counsel gave us permission last summer to stay in our 42ft 5th wheel on our property while we were waiting for our insurance to decide on the scope of work for my house. We were made to leave in January as my insurance company had still not made a decision. We stayed in various cheap hotels for a few months then we lived in our vehicle.

We can not afford rental prices as I still pay \$3000 per month for my mortgage.

We are homeless!! I pay \$3000 per month for a home I can't live in! My children moved in with their dad! I have literally lost everything!

We received notice that there were complaints about the condition of the property and the city of Enderby fined me \$100. I was living in Sicamous dealing with serious health issues at the time.

We were fortunate that our neighbor and friend _____ organized some help through his church to help us clean up the property. No one else in this town offered help! Certainly not anyone from the City counsel!!

We have now been given the green light to start the repairs on my house. We have been on our property working on cleaning things up. We had our home vandalized and stuff stolen out of our burnt down home. We have done our best to mitigate our losses but now we have bylaw saying we can't live in our 5th wheel again on the property due to people complaining we are living in our 5th wheel on our property.

We have spoken to our neighbors and suspect someone has an issue with us personally and is making complaints. However, I have signatures of 6 of my surrounding neighbors stating that they have no problem with us on our property that I own, pay a mortgage for, and have paid property taxes for the past 7 years.

I intend on living in the 5th wheel on my property or moving a tiny house onto my property until my home is rebuilt. I will fight tooth and nail for my right to live on my property and have already spoken to my lawyer and the media. I am prepared to do whatever it takes.

I have been through enough loss and trauma to last 10 life times! I will not allow anyone to take anything else away from me!

I am asking City counsel to once again give permission to not enforce the bylaw regarding my living in my 5th wheel. This was not an intentional decision and the fire was not my fault! I live on 6 acres and zoned CR. I believe I have the right to live on my property while I rebuild my home, and implore city counsel to understand the situation that I am facing.

We will be attending the counsel meeting on Monday and look forward to meeting with you.

Sincerely,

Danielle Smith and Kyle MacIntyre

Sent from my Samsung Galaxy smartphone.