

**REGULAR MEETING OF COUNCIL
AGENDA**

DATE: December 6, 2021
TIME: 4:30 p.m.
LOCATION: Electronic Facilities, hosted at Council Chambers, Enderby City Hall

Please contact Enderby City Hall at 250-838-7230 or info@cityofenderby.com by **3:30 pm on the day of the meeting** to obtain access codes to attend the meeting electronically.

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

If you 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. APPROVAL OF AGENDA**
- 2. ADOPTION OF MINUTES**
 - 2.1. Meeting Minutes of November 15, 2021 Page 3
- 3. DELEGATIONS**
 - 3.1. Henry Bremer, President Verbal
Kamloops – Okanagan Dairy Association
- 4. PUBLIC HEARINGS**
 - 4.1. 0039-21-DVP-END (Smith) Verbal
- 5. DEVELOPMENT MATTERS**
 - 5.1. 0039-21-DVP-END (Smith) Page 8
Legal: Lot A Section 27 Township 18 Range 9 West of the 6th Meridian
Kamloops Division Yale District Plan 27274 Except Plan KAP59772
Address: 107 Timberlane Road
Applicant: Stephen and Shelley Smith
- 6. BYLAWS – 3 READINGS**
 - 6.1. City of Enderby Building Bylaw No. 1582, 2015 Amendment Bylaw No. 1734, 2021 Page 25
Building Bylaw Amendment for BC Energy Step Code Step 1 and Miscellany
Memo from Chief Administrative Officer dated November 30, 2021
- 7. REPORTS**
 - 7.1. RDNO Building Permit Report – October 2021 Page 30

8. NEW BUSINESS

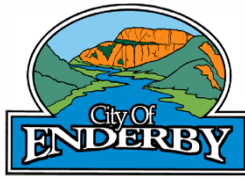
- 8.1 City of Enderby Development Corporation Annual Information Meeting 2021 Page 31
Memo from Chief Executive Officer dated November 23, 2021
- 8.2 Digital Billboard Sponsorship Application – Enderby and District Cancer Support Group Page 33
Memo from Planner and Deputy Corporate Officer
- 8.3 Regular Meeting Schedule for 2022 Page 34
Memo from Chief Administrative Officer dated November 22, 2022
- 8.4 Acting Mayor Schedule 2022 Page 37
Memo from Chief Administrative Officer dated November 22, 2021
- 8.5 RDNO Planning Services Agreement for 2022 – 24 Page 39
Memo from Chief Administrative Officer dated November 22, 2021

9. CORRESPONDENCE AND INFORMATION ITEMS

- 9.1 CleanBC Roadmap to 2030 Page 52
Letter from Ministry of Municipal Affairs dated October 29, 2021
- 9.2 Local Processing of Dairy Products Page 54
Correspondence from Lynda Megli dated November 19, 2021
- 9.3 Request for Clarification of Comments Regarding Housing Supply Challenge Page 55
Correspondence from UBCM dated November 16, 2021 with response from Minister
Responsible for Housing dated November 26, 2021

10. PUBLIC QUESTION PERIOD

11. ADJOURNMENT



THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held via video conference on Monday, November 15, 2021 at 4:30 p.m. in Council Chambers.

Present: Mayor Greg McCune
Councillor Tundra Baird
Councillor Brad Case
Councillor Roxanne Davyduke
Councillor Raquel Knust
Councillor Brian Schreiner
Councillor Shawn Shishido

Staff: Chief Administrative Officer – Tate Bengtson
Chief Financial Officer – Jennifer Bellamy
Planner and Deputy Corporate Officer – Kurt Inglis
Clerk-Secretary – Bettyann Kennedy

Other: Press and Public

APPROVAL OF AGENDA

Moved by Councillor Case, seconded by Councillor Baird
“THAT the November 1, 2021 Council Meeting agenda be approved as circulated.”

CARRIED

ADOPTION OF MINUTES

Meeting Minutes of November 1, 2021

Moved by Councillor Shishido, seconded by Councillor Knust
“THAT the November 1, 2021 Council Meeting minutes be approved as circulated.”

CARRIED

CONTINUING BUSINESS AND BUSINESS ARISING FROM COMMITTEES AND DELEGATIONS

None

REPORTS

Councillor Shishido

Enderby and District Community Resource Centre:

- Youth needs assessment being worked on
- Early years fair kits made
- 125 hanging baskets to be sold
- No photos with Santa this year
- Staff evaluations went well

Councillor Shishido queried about a childhood needs assessment that the city implemented some time ago. He also asked where the funding came from. The Chief Administrative Officer responded that funding came from the Province. He summarized the outcomes of the report and offered to follow up with Councillor Shishido after the meeting with an overview of the report, its recommendations, and the City's progress to date.

Councillor Davyduke

When the transit bus is parked on Mill Avenue, it is causing a backup of traffic turning off the highway.

The Chief Administrative Officer reported that there is a renewed effort to relocate the bus stop to Mill Avenue west of George Street, where there is more room for a proper pull-out. BC Transit has conducted a survey that appears to support this relocation. The pull-out would be purpose-built as part of the forthcoming redesign for that block of Mill Avenue, which staff are proposing to complete in 2022.

Councillor Knust

Attended a community Christmas planning meeting.

Highway 97A at Brickyard Road:

- There have been two recent accidents at Highway 97A and Brickyard Road. This is a dangerous intersection.
- The Chief Administrative Officer is looking into ICBC accident data. He noted that the rail trail could have a significant impact on the danger at this intersection and that he has been pushing the rail-trail technical group to consider this intersection with extreme care and caution.
- Mayor McCune feels that speed is also a factor. The speed limit should be reduced back to the formerly posted 90 km/hr.

Moved by Mayor McCune, seconded by Councillor Knust

“THAT Ministry of Transportation and Infrastructure review and revise the speed limit on the stretch of Highway 97A between the Highway 97B junction and the City of Enderby back to its former speed limit of 90 km/hr.”

CARRIED

Vaccine status in our community:

- Chief Administrative Officer has had preliminary talks with Interior Health to obtain some Enderby-specific engagement materials. They are looking at a “community champion”

model in the hopes of improving uptake. There is still some more work to get the materials to the point where community champions can be selected and briefed on the initiative.

- Councillor Schreiner observed that reporting of cases on a per capita basis is misleading as they are based on cases per 100,000 population. This gives the perception of a much higher case count in Enderby than is actually the case.

Councillor Case

Remembrance Day services were well organized and well attended. Councillor Davyduke attended the Splatsin service.

Councillor Schreiner

Regional District of North Okanagan Committee of the Whole meeting:

- Discussed the closure of the Armstrong/Spallumcheen landfill which will occur in 2024 or 2025.
- Conservation services conducted patrols on the river. Tickets were issued to both power boat operators and non-boat users.

Councillor Baird

- Attended the Splatsin Remembrance services on November 8.
- Will be attending an Okanagan Regional Library meeting on Wednesday.
- Holiday lights on feature tree in front of library being installed this week.
- Attended Remembrance Day services.
- Will be attending a Rail Trail Governance Advisory Committee meeting on Friday.
- Flooding at MV Beattie Elementary School parking lot appears to have been caused by a blockage in their drainage system. Staff are engaged with School District #83 and working to support them in finding a solution.
- Council is welcome to join Mr. and Mrs. Claus on their wagon trailer at Christmas parade. It will help limit contact with people. There will be no handing out of candy this year.
- City Hall festive lights will be lit on December 3.

Area F Director

Conservation patrols:

- 7 patrols were conducted in our area.
- On Shuswap River, 84% were non-compliant, mostly due to no life jackets.
- There were 20 tickets issued in addition to orders to shore and warnings.
- There were 3 deaths on the Shuswap River this year.
- The river is of great importance to Splatsin.

Sicamous is concerned over the handling of docks by upland owners adjacent to the rail-trail.

Chief Administrative Officer

Arena Restoration:

- Abatement taking place with clean up to be done after the ice season. There are logistical challenges that are being worked through.
- RFP's are being sought for a new concession operator and Zamboni sponsorship.

Holiday lights are now installed on City Hall. A demonstration can be arranged. Asked for assistance in determining the colours.

An updated phone system is being considered as the existing system is archaic and support for it is being phased out.

Discussed several measures to identify and measure unaccounted-for water.

There has been localized ponding in the area due to steady rains. Due to turbidity in the river, the water source has been switched over to the Shuswap Well.

NEW BUSINESS

Doctor Recruitment Request for Letter of Support

Correspondence from P. Vetter

Moved by Councillor Schreiner, seconded by Councillor Knust
“THAT a letter be forwarded to Patricia Vetter, stating that Council strongly encourages Interior Health Authority to prioritize its efforts to recruit and retain another doctor for the City of Enderby.”

CARRIED

The Area F Director stated that he will obtain a letter of support from RDNO also.

Audit 2021 Planning Report

Report from BDO Canada, LLP

Moved by Councillor Case, seconded by Councillor Baird
“THAT the Audit 2021 Planning Report be received and filed.”

CARRIED

Flood Mapping and Risk Assessment Report

Memorandum from Planner and Deputy Corporate Officer & Report from Interior Dams

Moved by Councillor Baird, seconded by Councillor Davyduke
“THAT Council receives and files the City of Enderby Flood Mapping and Risk Assessment Report by Interior Dams dated November 9, 2021;

AND THAT Council directs staff to report back with implementation measures to address the recommendations contained in the City of Enderby Flood Mapping and Risk Assessment Report.”

CARRIED

One-Year Extension of North Okanagan Mutual Aid Agreement

Memorandum from Chief Administrative Officer & Draft Agreement

Moved by Councillor Schreiner, seconded by Councillor Shishido

“THAT Council authorizes the Mayor and Corporate Officer to execute a one-year extension to the North Okanagan Mutual Aid Agreement for firefighting, substantially as presented.”

CARRIED

CORRESPONDENCE AND INFORMATION ITEMS

None

PUBLIC QUESTION PERIOD

Heather Black asked for details of the Christmas Parade. Councillor Baird responded that the parade will take place on December 3rd at 6:00. It is being marshalled by the arena and will proceed to the Visitor Information Centre.

ADJOURNMENT

Moved by Councillor Case, seconded by Councillor Baird

“THAT the regular meeting of November 15, 2021 adjourn at 5:28 p.m.”

CARRIED

MAYOR

CORPORATE OFFICER

**CITY OF ENDERBY
DEVELOPMENT VARIANCE PERMIT APPLICATION**

File No: 0039-21-DVP-END

November 30, 2021

APPLICANT: Stephen and Shelley Smith

OWNER(S): Stephen and Shelley Smith

LEGAL DESCRIPTION: LOT A SECTION 27 TOWNSHIP 18 RANGE 9 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 27274 EXCEPT PLAN KAP59772

PID #: 004-849-248

LOCATION: 107 Timberlane Road, Enderby BC

PROPERTY SIZE: 5.52 acres (2.23 hectares/22,300 square meters)

ZONING: Residential Single Family (R.1)

**O.C.P
DESIGNATION:** Residential Low Density

**PROPOSED
VARIANCES:** Vary Zoning Bylaw by reducing the minimum lot size for subdivision for parcels not connected to a community sewer system from 1 ha (2.471 acres) to 0.494 acres (2,000 m²); vary Subdivision Servicing and Development Bylaw by i) not requiring dedication and construction of Timberlane Road, ii) not requiring a connection to a community sanitary sewage system, iii) permitting an on-site sewage disposal system on a lot less than 2 hectares in size, iv) not requiring the design and construction of a storm drainage system, v) not requiring the provision of street lighting, and vi) not requiring the provision of underground wiring for power, telephone and cablevision.

RECOMMENDATION:

THAT Council authorizes the issuance of a Development Variance Permit for the property legally described as LOT A SECTION 27 TOWNSHIP 18 RANGE 9 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 27274 EXCEPT PLAN KAP59772 and located at 107 Timberlane Road, Enderby B.C. to permit a variance to Section 315 of City of Enderby Zoning Bylaw No. 1550, 2014 by reducing the minimum lot size for subdivision for parcels not connected to a community sewer system

from 1 ha (2.471 acres) to 0.494 acres (2,000 m²), and to permit variances to the following Sections of City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000:

- Section 2.0 of Schedule "A" by not requiring Timberlane Road to be dedicated a minimum of 9.0 m from the existing mean centreline of the road in accordance with the Local Road Standards;
- Section 4.0 of Schedule "A" and Schedule "B" by not requiring a connection to a community sanitary sewage system;
- Section 4.2.9 of Schedule "A" by permitting an on-site sewage disposal system on a lot less than 2 hectares in size;
- Section 6.0 of Schedule "A" and Schedule "B" by not requiring the provision of street lighting; and
- Section 7.0 of Schedule "A" and Schedule "B" by not requiring the provision of underground wiring for power, telephone and cablevision,

with the variances to Section 315 of the City of Enderby Zoning Bylaw No. 1550, 2014 and Section 4.0 of Schedule "A" and Schedule "B" and 4.2.9 of Schedule "A" of City of Enderby Subdivision Servicing and Development Bylaw being conditional upon the proposed lots being serviced via an approved sewerage system within the meaning of the *Sewerage System Regulation* and not a holding tank under Part 2 of the same regulation;

AND THAT Council NOT authorize the issuance of a Development Variance Permit to vary the following Sections of the City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000:

- Section 2.0 of Schedule "A" by not requiring the construction Timberlane Road to the centreline of the road in accordance with the Local Road Standards; and
- Section 5.0 of Schedule "A" and Schedule "B" by not requiring the design and construction of a storm drainage system.

BACKGROUND:

This report relates to Development Variance Permit Application for the property located at 107 Timberlane Road, Enderby BC. The applicant is proposing a six-lot subdivision and is seeking variances to the City of Enderby Zoning Bylaw No. 1550, 2014 and City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000 by, i) reducing the minimum lot size for subdivision for parcels not connected to a community sewer system from 1 ha (2.471 acres) to 0.494 acres (2,000 m²), ii) not requiring dedication and construction of Timberlane Road, iii) not requiring a connection to a community sanitary sewage system, iv) permitting an on-site sewage disposal system on a lot less than 2 hectares in size, v) not requiring the design and construction of a storm drainage system, vi) not requiring the provision of street lighting, and vii) not requiring the provision of underground wiring for power, telephone and cablevision.

Site Context

The 5.52 acre (2.23 hectare) subject property is located on the west side of Gunter Ellison Road, which is identified as a Municipal Major Collector Road in the Official Community Plan (OCP), and the eastern side of Timberlane Road. The property is located on a hillside with steep grades that run from west to east. A single-family dwelling is located along the southern property boundary, with a driveway access off of Timberlane Road. The southeastern portion of the property is located within the Agricultural Land Reserve (ALR), as shown in Figure 2 below. The property is adjacent to the City's community water system on Timberlane Road, but the community sanitary sewer system terminates on Gunter Ellison Road approximately 300 meters to the north of the subject property.

The property is zoned Residential Single Family (R.1) and is designated as *Residential Low Density* in the OCP. The properties to the west and north are zoned Country Residential (C.R) and are designated as *Country Residential* in the OCP. The properties to the east and south are located in Electoral Area 'F' of the Regional District of North Okanagan.

The following figure shows the zoning designations of the subject and surrounding properties:

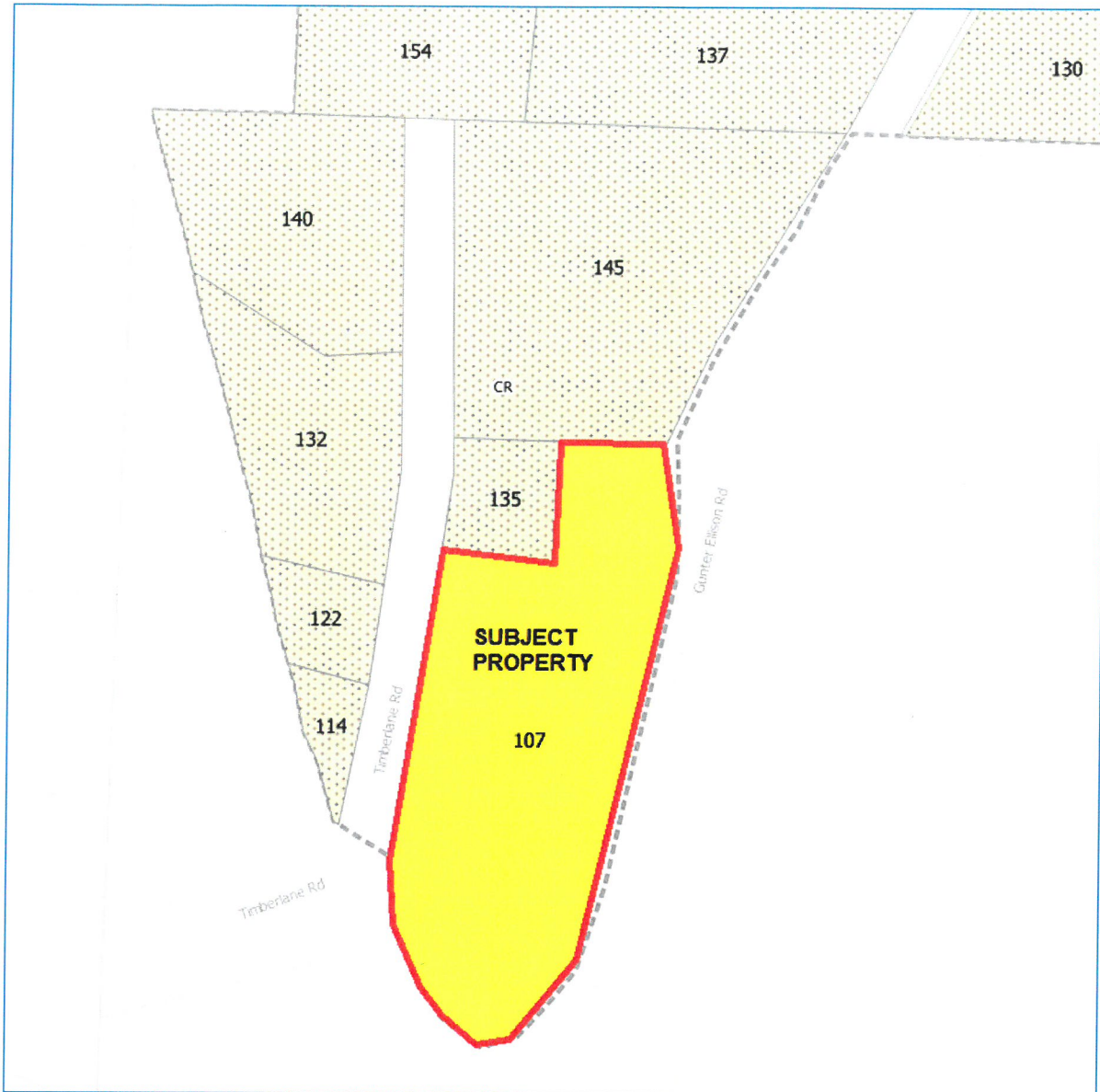


Figure 1: Zoning Map

Dotted: Country Residential (C.R)
Yellow: Residential Single Family (R.1)

The following orthophoto of the subject and surrounding properties was taken in 2011:



Figure 3: Orthophoto

****NOTE:** The property lines shown above are not an accurate representation of their true locations and are intended for display purposes only.

Development History / Proposal

In 2020, the applicant applied to change the subject property's OCP future land use designation from *Country Residential/Agricultural* to *Residential Low Density*, and to rezone the property from the *Country Residential (C.R)* zone to the *Residential Single Family (R.1)* zone; the intent of this application was to facilitate a six-lot subdivision of the subject property. Objective 9.3.f of the OCP states that Council will allow for phased development in Future Growth Areas provided that any new lots created are a minimum of 2,000 m², do not require new highway infrastructure, and are supported by sustainable alternate development standards relative to other infrastructure services. Given this, Council made approval of the rezoning subject to the applicant registering a Covenant on title which requires that any new lots created by subdivision of the subject property be a minimum of 2,000 m² (0.494 acres) in area, unless the properties are serviced by both community water and community sanitary sewer systems. This requirement was intended to ensure that the property develops in a phased manner, whereby any new lots created through subdivision would be larger in size until such time as access to both community water and community sanitary sewer systems is available, at which point an urban scale of development would be possible. The applicant satisfied this condition and the rezoning and change in OCP future land use designation has taken effect.

In 2021, the applicant applied to the Agricultural Land Commission (ALC) for an ALR subdivision to create six residential lots. The application was denied by the ALC given that the proposal would limit the Property's agricultural potential and that retaining the ALR portion of the property in its current size and configuration would retain a continuous ALR area for agricultural use in the long-term. The applicant has now submitted a revised subdivision application to the City of Enderby proposing a six-lot subdivision of the property, with the proposed new lots outside of the ALR boundaries, as shown on the attached Schedule 'A'. Given that the subdivision does not involve land within the ALR, no approval from the ALC is required. The proposed lots range in area from 0.494 acres to 2.42 acres.

The City of Enderby Zoning Bylaw requires the subdivision for parcels not connected to a community sewer system to have a minimum lot area of 1 ha (2.471 acres). Furthermore, the Subdivision Servicing and Development Bylaw requires that when subdividing a property, the applicant is required to: i) dedicate and construct the adjacent road to centreline (or provide cash-in-lieu), ii) connect the proposed lots to a community sanitary sewage systems, iii) only permit on-site sewage disposal systems on lots a minimum of 2 hectares in size, iv) design and construct a storm drainage system, and v) provide street lighting and underground wiring for power, telephone and cablevision. The applicant is seeking to have the proposed lots serviced via on-site septic systems in lieu of extending the community sanitary sewer system from the north, and is looking to maintain the adjacent Timberlane Road to its existing standard, and thus is seeking the following variances:

Zoning Bylaw

- Section 315 by reducing the minimum lot size for subdivision for parcels not connected to a community sewer system from 1 ha (2.471 acres) to 0.494 acres (2,000 m²).

Subdivision Servicing and Development Bylaw

- Section 2.0 of Schedule "A" by not requiring Timberlane Road to be dedicated a minimum of 9.0 m from the existing mean centreline of the road and not requiring the construction of Timberlane Road to the centreline of the road in accordance with the Local Road Standards;
- Section 4.0 of Schedule "A" and Schedule "B" by not requiring a connection to a community sanitary sewage system;
- Section 4.2.9 of Schedule "A" by permitting an on-site sewage disposal system on a lot less than 2 hectares in size;
- Section 5.0 of Schedule "A" and Schedule "B" by not requiring the design and construction of a storm drainage system.;
- Section 6.0 of Schedule "A" and Schedule "B" by not requiring the provision of street lighting; and
- Section 7.0 of Schedule "A" and Schedule "B" by not requiring the provision of underground wiring for power, telephone and cablevision.

It should be noted that the adjacent Gunter Ellison Road, and the portion of Timberlane Road that intersects with Gunter Ellison Road (which is actually named Woodpark Road), is outside of Enderby city limits and is under the jurisdiction of the Ministry of Transportation and Infrastructure; this is shown in Figure 4 below.

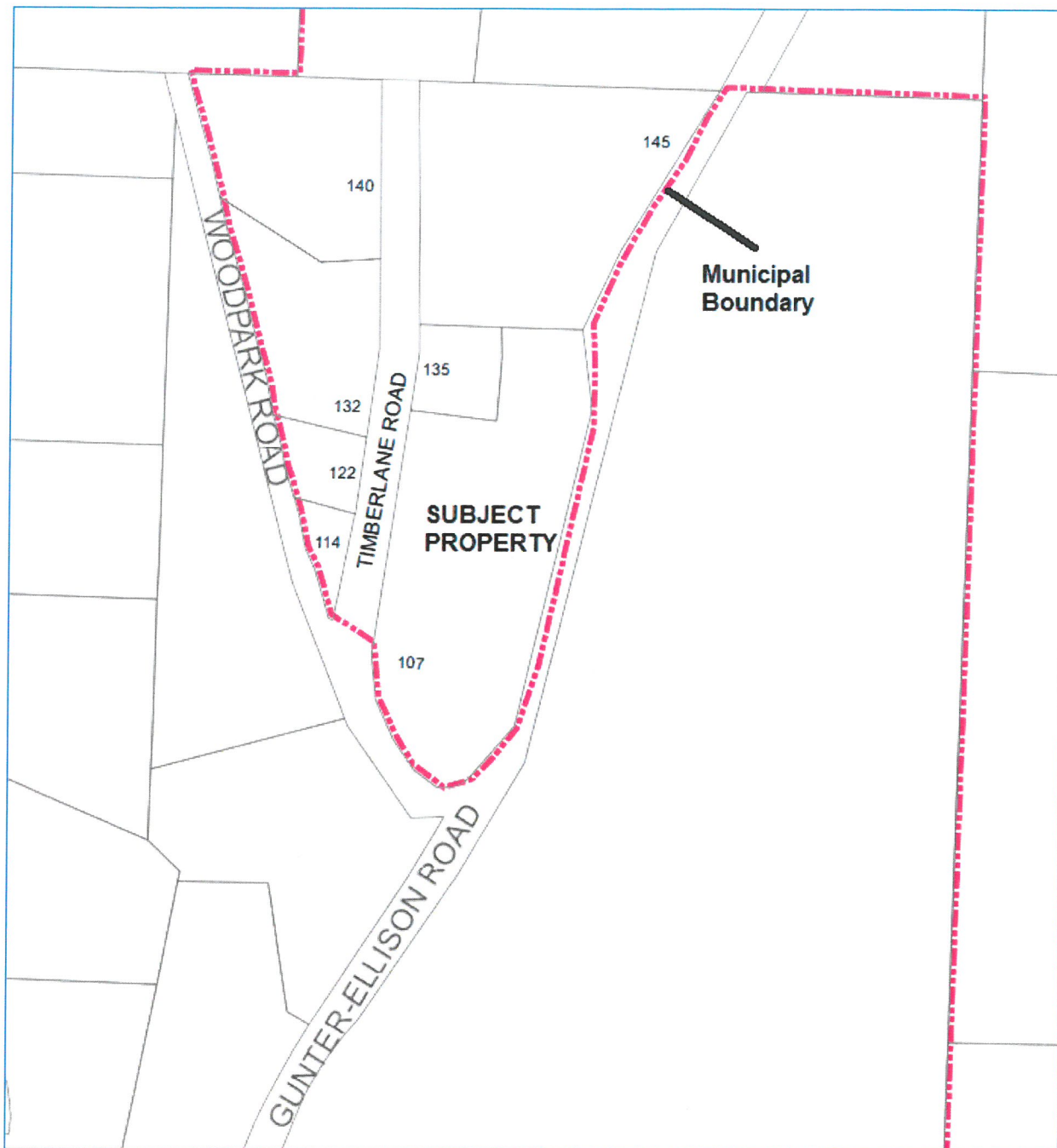


Figure 4: Road Jurisdictions

Given the above, the City of Enderby plays no role in requiring, and thus varying, the construction, dedication, or improvements to these Ministry-owned roads; however, Staff note that the Approving Officer has referred the subdivision application to Ministry Staff for comment.

ZONING BYLAW:

The subject property is zoned Residential Single Family (R.1) and uses permitted within this zone include:

- Accessory residential
- Restricted agriculture
- Single-family dwellings
- Secondary suites
- Bed and breakfasts
- Civic and public service use

Section 315 of the Zoning Bylaw states that the minimum lot size for subdivision is 1 ha (2.471 acres) for parcels not connected to a community sewer system.

SUBDIVISION SERVICING AND DEVELOPMENT BYLAW:

Section 2.0 of Schedule "A" of the Subdivision Servicing and Development Bylaw requires the dedication and construction of local roads adjacent to properties zoned Residential Single Family (R.1) in accordance with Design, Materials, and Installation standards outlined in Section 2.0 of Schedule "A" of the Bylaw. Sections 6.0 and 7.3 of Schedules "A" and "B" of the Subdivision Servicing and Development Bylaw require the provision of ornamental street lighting and underground wiring for power, telephone and cablevision for Single Family Residential (R.1) developments.

Section 4.0 of Schedule "A" and Schedule "B" of the Bylaw require properties zoned Residential Single Family (R.1) to be connected to a community sanitary sewage system, while Section 4.2.9 of Schedule "A" requires lots to be at least 2 hectares in size in order to be serviced via on-site sewage disposal systems.

OFFICIAL COMMUNITY PLAN:

Policies contained within the OCP which apply to this development include:

- Policy 3.3.c - Council recognizes that development of land has social impacts and will act through the approval process to minimize negative and maximize positive impacts.
- Policy 9.3.c - Council supports a phased approach to development including consideration of alternate servicing standards within Growth Areas and Future Growth Areas.
- Objective 9.3.f - Council will allow for phased development in Future Growth Areas such that any new lots created are a minimum of 2,000 m², do not require new highway infrastructure, and are supported by sustainable alternate development standards relative to other infrastructure services.
- Policy 20.3.g - Council will support innovative options that will assist in maintaining appropriate levels of infrastructure and service delivery in a fiscally responsible manner.

REFERRAL COMMENTS:

The application was referred to the following individuals/agencies:

- City of Enderby Public Works Manager;
- Fire Chief;
- Building Inspector; and
- Interior Health Authority.

The City of Enderby Public Works Manager provided the following comments:

With respect to the variance to the requirement to dedicate additional width on Timberlane, the dedication is significantly wider than the constructed road, which is already a reasonable width for a rural local road with this level of traffic. The City does not own Woodpark Road or Gunter-Ellison Road adjacent to the subject property, which would be outside of the scope for me to comment with respect to this specific variance.

I recommend not supporting the variance regarding constructing, or cash-in-lieu for constructing, the adjacent portion of Timberlane to centreline. This development will add traffic that will impact the road. It would be appropriate to collect cash-in-lieu towards a renewal of the full width of the constructed road in the future.

Provided the Interior Health Authority approves the application for on-site sewage disposal, I have no objection to varying the requirement to connect to the sanitary sewer system, provided the permit is for a sewerage system under Part 3 of the Sewerage System Regulation and not a holding tank under Part 2 of the same regulation. While the City has the authority to issue a permit for a holding tank, I am aware of a “dual jurisdiction” issue with the Interior Health Authority; as such, this particular variance should be made conditional upon an approved sewerage system within the meaning of the Sewerage System Regulation in order to eliminate the risk of permitted holding tanks, which invite significant problems.

Notwithstanding a variance not to connect to the sanitary sewer system, if and when a sanitary sewer main is extended such that it is adjacent to the subject property, the owner(s) would be responsible for the sanitary sewer frontage tax; furthermore, it is within a local government’s authority to require connection to the community system at an owner’s expense, regardless of whether they have an approved on-site sewerage system.

I do not support the variance not requiring the owner to design and construct a storm drainage system. The City’s bylaw dealing with works and services provides flexibility for rural areas and large holdings. It is not reasonable to use a variance to opt the owner out of their drainage and stormwater management requirements without a fuller understanding of what those requirements may be, and why the design and construction requirements specific to the property have reason to be varied.

Timberlane is a rural local road that does not have any street lighting at present. This is an area where street lighting is likely not merited and may do little more than add infrastructure and energy costs to the City while providing limited public benefit. It will also contribute to light pollution in a rural area with wildlife values. If representations from adjacent landowners

indicate that this kind of service is necessary or desirable for their street, those representations should be evaluated and balanced against the above considerations.

I am fine with the variance not to underground wires; this is suitable to and consistent with the existing service level on this street.

An Interior Health Authority representative provided the following comments:

I've reviewed the referral and have the following comments for your consideration:

- *We have no objections for the DVP for the variance to allow for onsite sewerage systems. If this application is approved and at the time of subdivision, Interior Health could do a further technical review for onsite sewerage servicing at that time and the City could send a referral back to HBE@interiorhealth.ca for a review of that subdivision application. This statement does not automatically confer IH support for the proposed subdivision. Additional information will be required at that time to be able to meaningfully comment on the sewerage servicing capability of the land and long term sustainability.*
- *We support maintaining the requirement for minimum road width – safety concerns, such as with a narrow road, can be a barrier to physical activity and active transportation for residents in this neighbourhood. As per the BC CDC Healthy Linkages Toolkit providing, “wide, safe shoulders along major routes where sidewalks or bike lanes are not feasible” is a planning intervention for active transportation safety concerns in both small and medium sized communities (P. 73). By maintaining this requirement for minimum road width, this can be supportive of current and future road safety for pedestrians/cyclists in addition to facilitating active transportation benefits in this neighbourhood.*
- *We support maintaining the requirement for storm drainage system – this is good for climate change adaptation and resilience to be able to protect against future weather events.*

PLANNING ANALYSIS:

Road Dedication

The City of Enderby Planner raises no objections to the applicant's request to vary Section 2.0 of Schedule “A” of the City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000 by not requiring Timberlane Road to be dedicated a minimum of 9.0 m from the existing mean centreline of the road, given that Timberlane Road already has a dedicated width of 20.1 m (66.0 feet) which exceeds the ‘local street’ standard of 18.0 m (59.1 feet).

On-site Sewage Disposal

The City of Enderby Planner raises no objections to the applicant's request to vary Section 4.0 of Schedule "A" and Schedule "B" and Section 4.2.9 of Schedule "A" of the City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000, by not requiring a connection to a community sanitary sewage system and permitting an on-site sewage disposal system on a lot less than 2 hectares in size, and to vary to Section 315 of City of Enderby Zoning Bylaw No. 1550, 2014 by reducing the minimum lot size for subdivision for parcels not connected to a community sewer system from 1 ha (2.471 acres) to 0.494 acres (2,000 m²), for the following reasons:

- A Covenant has been registered on the title of the subject property which requires that any new lots created by subdivision of the subject property be a minimum of 2,000 m² (0.494 acres) in area, unless the properties are serviced by both community water and community sanitary sewer systems; given this, on-site sewage disposal systems would only be permitted on lots equal to or greater than 2,000 m² (0.494 acres), which are of a rural scale where on-site sewage disposal is appropriate;
- Interior Health, which is the licensing entity for on-site sewage disposal systems, has stated that they have no objections to the proposed variance;
- The proposed variance is consistent with Objective 9.3.f of the OCP states that Council will allow for phased development in Future Growth Areas such that any new lots created are a minimum of 2,000 m², do not require new highway infrastructure, and are supported by sustainable alternate development standards relative to other infrastructure services;
- Avoiding a significant community sanitary sewer extension (~300 m) for a low intensity residential subdivision is consistent with the City's asset management objectives.

As stated by the City's Public Works Manager, there is a potential "dual jurisdiction" issue with the Interior Health Authority whereby both jurisdictions have the authority to permit for the use of a holding tank for sewage disposal, although the City of Enderby feels that this level of service would not be appropriate for this development. In order to address this issue, it is recommended that the issuance of the sewage disposal variances be conditional upon the proposed lots being serviced via an approved sewerage system within the meaning of the *Sewerage System Regulation* and not a holding tank under Part 2 of the same regulation.

Provision of Street Lighting and Underground Wiring

The City of Enderby Planner raises no objections to the applicant's request to vary Section 6.0 of Schedule "A" and Schedule "B" of the City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000 by not requiring the provision of street lighting for the following reasons:

- Timberlane Road is not currently serviced for street lighting, and the provision of street lighting is not necessary for a rural scale of development;

- The provision of street lighting would contribute to light pollution in a rural area with wildlife values;
- The provision of street lighting would add infrastructure and energy costs to the City, while providing limited public benefit; and
- Should this area develop to a more urban standard over time through future subdivisions, the provision of street lighting would be required at that time.

The City of Enderby Planner also raises no objections to the applicant's request to vary Section 7.0 of Schedule "A" and Schedule "B" of the City of Enderby Subdivision Servicing and Development Bylaw by not requiring the provision of underground wiring for power, telephone and cablevision as this is consistent with the existing service standard along Timberlane Road, which is an appropriate service level within a rural local road setting.

Construction to Centreline

The City of Enderby Planner has concerns with the applicant's request to vary Section 2.0 of Schedule "A" of the City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000 by not requiring the construction of Timberlane Road to the centreline of the road in accordance with the Local Road Standards, and recommends that Council NOT support the requested variance given that the proposed development will result in an increase in relative density along Timberlane Road (i.e. increasing number of lots from 7 to 11, which represents a 57% increase), thus increasing the amount of traffic and wear-and-tear to Timberlane Road; given this, Staff feel that it is appropriate for the applicant to contribute towards the construction of Timberlane Road to the centreline of the road, which would likely be collected as a cash-in-lieu payment that would be directed towards a future renewal of Timberlane Road.

Design and Construction of Storm Drainage System

The City of Enderby Planner has concerns with the applicant's request to vary Section 5.0 of Schedule "A" and Schedule "B" by not requiring the design and construction of a storm drainage system and recommends that Council NOT support the requested variance. Timberlane Road is serviced through an open ditch system along Gunter Ellison Road. As part of the subdivision process, the applicant would be required to engage an engineer to determine potential stormwater runoff impacts associated with the proposed development and determine the appropriate service level for managing these impacts; this engineering analysis would need to be reviewed by the City's engineer. This engineering analysis may or may not conclude that the existing open ditch storm drainage system is sufficient to manage the impacts. The issuance of a variance would remove the City's ability to require this engineering analysis, let alone construction in accordance with any potential recommendations, which could result in the proposed development exacerbating runoff impacts which the developer would not be responsible for managing.

SUMMARY

This report relates to a Development Variance Permit application for the property located at 107 Timberlane Road, Enderby BC. The applicant is proposing a six-lot subdivision and is seeking variances to the City of Enderby Zoning Bylaw No. 1550, 2014 and City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000 by, i) reducing the minimum lot size for subdivision for parcels not connected to a community sewer system from 1 ha (2.471 acres) to 0.494 acres (2,000 m²), ii) not requiring dedication and construction of Timberlane Road, iii) not requiring a connection to a community sanitary sewage system, iv) permitting an on-site sewage disposal system on a lot less than 2 hectares in size, v) not requiring the design and construction of a storm drainage system, vi) not requiring the provision of street lighting, and vii) not requiring the provision of underground wiring for power, telephone and cablevision.

The City of Enderby Planner is supportive of the majority of the variance requests, except for the requests not to construct Timberlane Road to centreline and not to require the design and construction of a storm drainage system.

Prepared By:



Kurt Inglis, MCIP, RPP
Planner and Deputy Corporate Officer

Reviewed By:



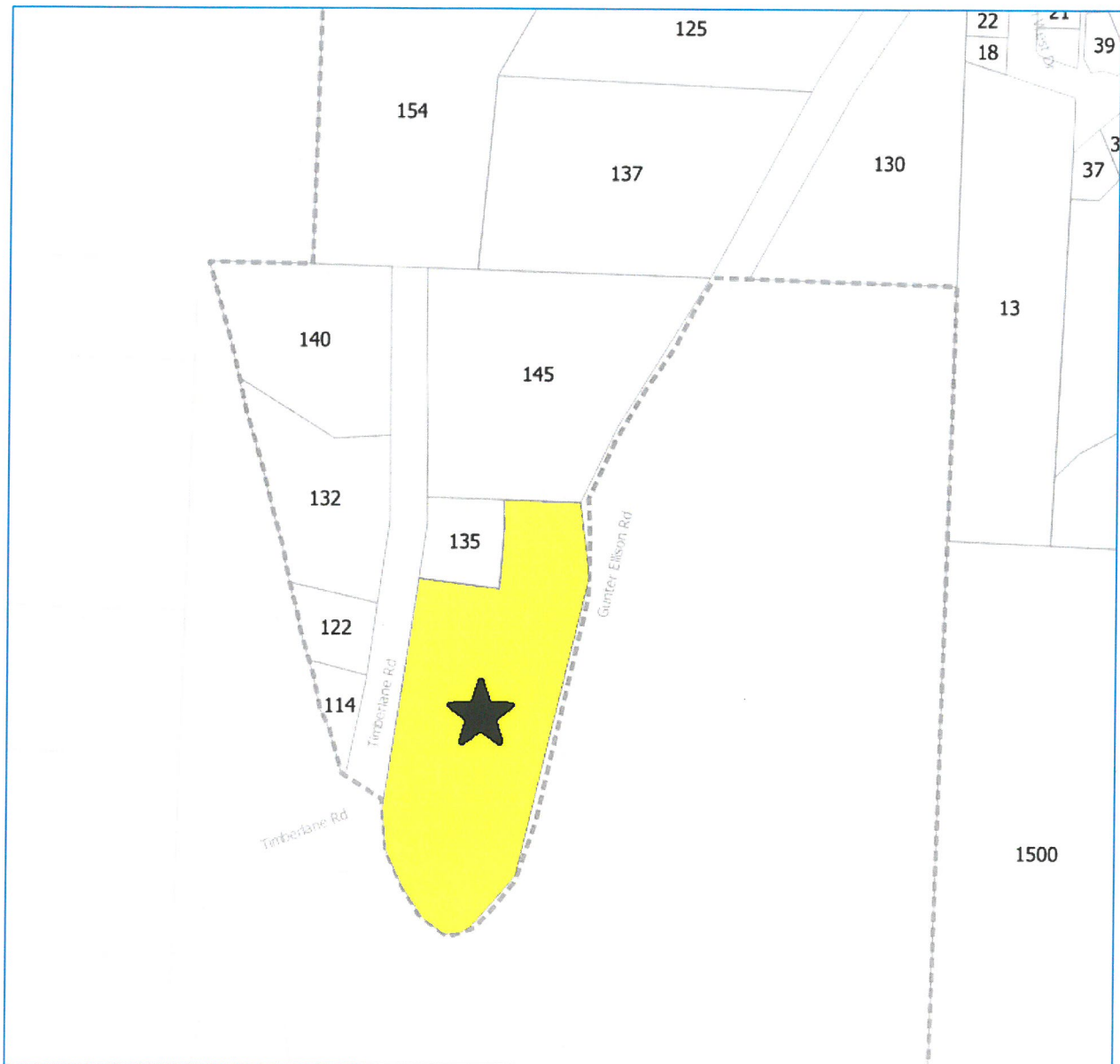
Tate Bengtson
Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY
DEVELOPMENT VARIANCE PERMIT APPLICATION
SUBJECT PROPERTY MAP

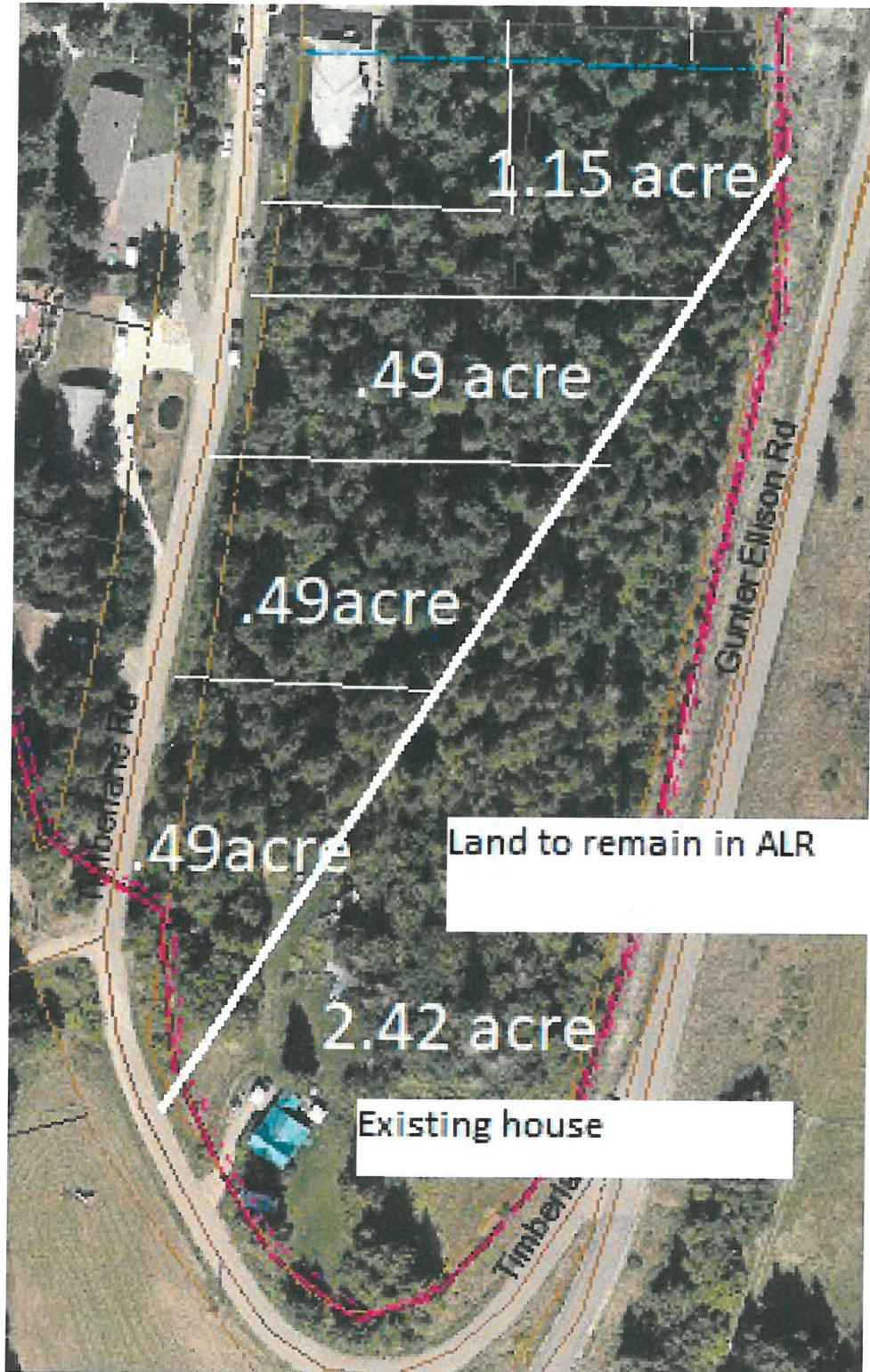
File: 0039-21-DVP-END (Smith)

Applicant: Stephen and Shelley Smith

Location: 107 Timberlane Road, Enderby BC



Schedule 'A' - Proposed Subdivision Plan



MEMO

To: Mayor and Council
From: Tate Bengtson, Chief Administrative Officer
Date: November 30, 2021
Subject: Building Bylaw Amendment for BC Energy Step Code Step 1 and Miscellany

RECOMMENDATION

THAT Council gives three readings to the City of Enderby Building Bylaw No. 1582, 2015 Amendment Bylaw No. 1734, 2021.

BACKGROUND

Attached to this memorandum is the City of Enderby Building Bylaw No. 1582, 2015 Amendment Bylaw No. 1734, 2021.

This bylaw authorizes the future implementation of Step 1 of the BC Energy Step Code, which is consistent with Council's direction given at its September 7, 2021 regular meeting. In this respect, the City's bylaw substantially harmonizes with the Regional District of North Okanagan's building bylaw.

The amendment bylaw also deals with several miscellaneous items, including:

- 1) Renumbering a previous bylaw amendment to address a duplicate number in its title.
- 2) Changing the definition of "Construction Value" to give a Building Official discretion to require, at the owner's expense, an independent certification of a building's value when there is a discrepancy between the standard calculation methodology and an executed construction contract. The value of the proposed building informs the calculation for the cost of obtaining a permit. This is designed to address situations where an executed construction contract may not reflect a market-based valuation; currently, the bylaw lacks an unambiguous method to resolve this kind of dispute.
- 3) Giving a Building Official discretion to require, at the owner's expense, an independent qualified professional to certify the total costs of construction, which provides a mechanism to resolve differences when a building under construction undergoes changes not reflected in the original application (which may be non-substantive in terms of Building Code compliance but significant in terms of valuation), which may prompt a re-valuing of the building and a collection of the difference between the original and adjusted permit values. It is expected that this provision will only be used in circumstances where there is a substantial difference between the valuations of the

Building Official and the permit holder that cannot be resolved, in which case a mechanism to obtain an independent, expert, opinion will provide procedural clarity and fairness to the involved parties.

- 4) Correcting a reference in Section 805.2 that speaks to when fees will be returned for cancelled Building Permits where construction has not begun.
- 5) Changing certain provisions related to building permit renewals and extensions so as to provide more certainty to the industry and Building Officials, with an emphasis on flexibility to keep *active* permits from lapsing and closing loopholes related to reviving an *inactive* permit. The provisions are summarized as follows:
 - a. Clarifying that fees for renewing an expired building permit will only be based on the cost of work that remains to be completed.
 - b. Removing the ability for an expired permit to be reissued without paying building permit fees, which potentially entitles an owner to revive an inactive building permit at any time in the future at minimal cost, notwithstanding changes to the Building Code and other regulatory changes that would likely require the process to re-start in its entirety. The removal of this provision is consistent with other nearby jurisdictions.
 - c. Expanding the ability of a Building Official to use their discretion in extending an active Building Permit period for hardship reasons beyond the control of the owner, rather than limiting it to one period of one year. The amended provision is consistent with other nearby jurisdictions.
- 6) Adding an in-floor heating inspection, which is consistent with industry best practices and harmonizes with the RDNO's recent building bylaw amendment.
- 7) Updating the climatic values table to reflect more fully the Climatic Design Data of the BC Building Code that is relevant to the City of Enderby. The climatic values are based on Salmon Arm, which was recommended by Environment and Climate Change Canada as being appropriate for the City of Enderby; this is also consistent with the City of Enderby's internal practices.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1734

A BYLAW TO AMEND BUILDING BYLAW No. 1582, 2015

WHEREAS Council of the City of Enderby has adopted “City of Enderby Building Bylaw No. 1582, 2015”;

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

CITATION

1. This bylaw may be cited as the “City of Enderby Building Bylaw No. 1582, 2015 Amendment Bylaw No. 1734, 2021”.

RETITLING OF AMENDMENT BYLAW No. 1713

2. City of Enderby Building Bylaw No. 1582, 2015 Amendment Bylaw No. 1713, 2021 is hereby retitled to the “City of Enderby Building Bylaw No. 1582, 2015 Amendment Bylaw No. 1713A, 2020”.

AMENDMENTS

City of Enderby Building Bylaw No. 1582, 2015 is hereby amended as follows:

3. By adding the following Definitions to Section Two – Interpretation, in alphabetical order:
 - **BC ENERGY STEP CODE** means the requirements set out in Section 614 of this Bylaw and Division B, Part 9 and 10 of the Building Code;
 - **BUILDING ENERGY LABEL** means information about a building’s energy use, efficiency ratings, how the rating was calculated and where energy is consumed in the building which is posted in a location that is protected from moisture and damage;
 - **ENERGY ADVISOR** means a person who is registered as an energy advisor with Natural Resources Canada;
 - **GHG** means greenhouse gas, as defined by the Climate Change and Accountability Act.
4. By replacing the Definitions of “Building Code”, “Construction Value”, “Official Community Plan” and “Zoning Bylaw” in Section Two – Interpretation with the following:
 - **BUILDING CODE** means the British Columbia Building Code as adopted by the Minister responsible under Provincial legislation, as amended or re-enacted from time to time.
 - **CONSTRUCTION VALUE** means the total cost of a proposed building or structure determined by an estimated value of the building or structure established by the Building Official, or otherwise by the owner’s declared value

on the permit application, for which the Building Official may require proof in the form of an executed construction contract and, at the Building Official's discretion, a certificate of construction costs provided by an independent qualified professional registered to practice in British Columbia.

- **OFFICIAL COMMUNITY PLAN** means a bylaw adopted by the City pursuant to Section 472 of the Local Government Act.
- **ZONING BYLAW** means a bylaw adopted by the City pursuant to Section 479 of the Local Government Act.

5. By adding the following as Section 402.10:

10. may require the owner to retain an independent qualified professional to certify the total costs of construction prior to final inspection or any occupancy of the building and, if the certified total cost of construction exceeds the value used for the Building Permit fee, the difference will be recalculated and owing to the City as the extra value of construction.

6. By adding the following as Section 613:

613 ENERGY CONSERVATION AND GHG EMISSION REDUCTION

1. In relation to the conservation of energy and the reduction of greenhouse gas emissions, the City incorporates by reference the British Columbia Energy Step Code in accordance with subsections 2 and 3.
2. All new Buildings regulated by Part 9 or Part 3 of the Building Code must be designed and constructed to meet the minimum performance requirements specified in Step One of the BC Energy Step Code for any permit application received on or after January 3, 2022.
3. All construction that is subject to subsection 2 must include a Building Energy Label posted prior to issuance of an occupancy permit.
4. Any Energy Advisor providing the required documentation set out in the BC Energy Step Code must provide evidence to the Building Official that they are an Energy Advisor registered and in good standing with Natural Resources Canada.

7. By replacing Section 805.2 as follows:

2. Except as provided in Section 802.2, no fees shall be returned where a Building Permit has expired.

8. By replacing Section 807.1 as follows:

1. Where a Building Permit has expired and the owner wishes to have the permit reissued, the owner must submit a new application, including a new Application Fee, including all documents and permits as prescribed in Sections Six and Seven of this Bylaw. The fee for a permit to complete work previously authorized by a permit which has expired shall be based on the cost of work remaining to be completed.

9. By deleting Section 807.2 and renumbering the remainder of the section.

10. By replacing Section 807.4 as follows:

4. Where construction has not commenced or has been discontinued due to adverse weather, strikes, material or labour shortages or similar hardship beyond the owner's control, a Building Official may extend the valid Building Permit period upon any terms and conditions specified by the Building Official.
10. By adding the following as Section 903.2.f.1:
- f.1 "Infloor Heating Inspection" after completion of under slab preparation, but before pouring of concrete topping or slab.
11. By replacing the table in Schedule "A" – Climate Values as follows:

Elev., m	Design Temperature (°C)				Degree Days Below 18°C	15 Min. Rain, mm	One Day Rain, 1/50, mm	Ann. Rain, mm	Moist. Index	Ann. Tot. Ppn., mm	Driving Rain Wind Pressure s, Pa, 1/5	Ground Snow Load kPa		Hourly Wind Pressures	
	January		July 2.5%									S _S	S _R	1/10 kPa	1/50 kPa
	2.5%	1%	Dry	Wet											
425	-19	-24	-33	21	3650	13	48	400	0.47	525	80	3.5	0.1	0.30	0.39

READ a FIRST time this ___ day of _____, 2021.

READ a SECOND time this ___ day of _____, 2021.

READ a THIRD time this ___ day of _____, 2021.

ADOPTED this ___ day of _____, 2021.

MAYOR

CORPORATE OFFICER

RDNO Building Permits Issued Comparison for Year/Month - Summary

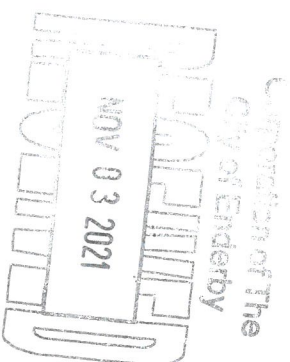
Area: **CITY OF ENDERBY**

Category: **BUILDING PERMITS**

Year: **2021** Month: **10**

AGENDA

Folder Type	2021 / 10		2020 / 10		2021 to 10		2020 to 10		Building Value	
	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	0	
AGRICULTURAL BUILDING	0	0	0	0	0	0	0	0	0	
COMMERCIAL BUILDING	0	0	0	0	0	0	0	0	0	
DEMOLITION	0	0	0	0	0	0	0	0	0	
END - ACCESSORY BUILDING	2	0	0	0	6	0	2	0	29,200	
END - COMMERCIAL BUILDING	0	64,000	0	0	2	0	4	1	680,000	
END - DEMOLITION	1	0	0	0	2	0	1	0	0	
END - INDUSTRIAL BUILDING	0	0	0	0	1	0	0	0	0	
END - MANUFACTURED HOME	0	0	0	0	1	0	1	0	0	
END - MODULAR HOME	0	0	0	0	1	0	1	1	423,000	
END - MULTI FAMILY DWELLING	0	0	0	0	3	0	12	4	210,000	
END - PLUMBING	0	0	0	0	0	0	0	0	0	
END - SIGN	0	0	0	0	0	0	0	1	0	
END - SINGLE FAMILY DWELLING	0	0	1	0	15	14	5,814,898	12	15,000	
INDUSTRIAL BUILDING	0	0	0	0	0	0	0	0	1,651,400	
MANUFACTURED HOME	0	0	0	0	0	0	0	0	0	
MODULAR HOME	0	0	0	0	0	0	0	0	0	
MULTI FAMILY DWELLING	0	0	0	0	0	0	0	0	0	
OLD PIMS PERMITS	0	0	0	0	0	0	0	0	0	
PLUMBING	0	0	0	0	0	0	0	0	0	
POOL	0	0	0	0	0	0	0	0	0	
RETAINING WALL	0	0	0	0	0	0	0	0	0	
SIGN	0	0	0	0	0	0	0	0	0	
SINGLE FAMILY DWELLING	0	0	0	0	0	0	0	0	0	
SOLID FUEL BURNING APPLIANC	0	0	0	0	0	0	0	0	0	
Report Totals	3	0	2	0	30	28	9,726,599	22	15	3,008,600



THE CITY OF ENDERBY DEVELOPMENT CORPORATION

AGENDA

MEMO

To: Mayor and Council
From: Tate Bengtson, Chief Executive Officer
Date: November 23, 2021
Subject: City of Enderby Development Corporation Annual Information Meeting 2021

RECOMMENDATION

THAT Council, in its capacity as the sole shareholder of the City of Enderby Development Corporation, resolves:

1. THAT, in accordance with Article 10.2 of the City of Enderby Development Corporation's Articles of Incorporation, the shareholder consents to the business to be transacted at the annual general meeting, such that it is deemed to be held by this resolution and on the date of this resolution.
2. AND THAT the annual reference date for the City of Enderby Development Corporation is December 6, 2021.
3. AND THAT, in accordance with Article 10.3 of the City of Enderby Development Corporation's Articles of Incorporation, and in lieu of the annual general meeting, an annual information meeting is hereby held on December 6, 2021 with notice given in substantially the same form as that required for the City of Enderby.
4. AND THAT, as there were no financial transactions for the City of Enderby Development Corporation for the fiscal year ended December 31, 2020 and the City of Enderby Development Corporation has no assets, liabilities and equity:
 - a) The appointment of auditors for the City of Enderby Development Corporation is waived in accordance with section 200 of the Business Corporations Act; and
 - b) The production and publication of financial statements for the City of Enderby Development Corporation is waived in accordance with section 203(2) of the Business Corporations Act.
5. AND THAT that the following persons, each of whom has consented in writing to act as a director, are appointed as directors of the City of Enderby Development Corporation, to

hold office in the manner specified until the next annual general meeting of the City of Enderby Development Corporation or until their successors are appointed, subject to Article 14.6 of the City of Enderby Development Corporation's Articles of Incorporation:

Tate Bengtson (Chief Executive Officer)
Jennifer Bellamy (Chief Financial Officer)

6. AND FURTHER THAT all lawful acts, contracts, appointments, and payments of money by the directors of the City of Enderby Development Corporation, if any, since the last annual reference period, which coincides with the date of the recognition of the City of Enderby Development Corporation, and which have previously been disclosed to the shareholder, are hereby adopted, ratified, and confirmed.

BACKGROUND

The City of Enderby formed the City of Enderby Development Corporation in 2019 ("the Company"), with the approval of the Province's Inspector of Municipalities. The intent of the Company is to pursue economic and social development for the community, as well as generate non-tax revenue streams.

Due to pandemic-related constraints impacting capacity, appointing a full slate of directors has been deferred. Two directors are appointed and hold office as Chief Executive Officer and Chief Financial Officer; the directors of the Company are not sufficient to meet quorum and are limited to activities related to maintaining the Company's corporate status, calling a meeting for the purposes of enabling the shareholder to elect or appoint directors to fill vacancies, and managing or supervising the business and affairs of the Company, if any.

Pursuant to section 182(1) of the Business Corporations Act, the Company must hold an annual general meeting at least once in each calendar year and not more than 15 months after the annual reference date for the preceding calendar year. The Company's Articles of Incorporation provide that an annual general meeting may be waived if an annual information meeting is held.

Pursuant to section 200 of the Business Corporations Act, directors are relieved from the obligation to produce financial statements if there is a unanimous resolution of the shareholders.

Similarly, pursuant to section 203(2) of the Business Corporations Act, a unanimous resolution of the shareholders waives the requirement to appoint an auditor for one financial year.

The above resolution is intended to complete the annual obligations of the Company. This approach minimizes costs until an opportunity arises for the Company to engage in business, at which point it will need to fund its expenses from its own revenues or receive assistance pursuant to its partnering agreement.

Respectfully submitted,



Tate Bengtson
Chief Executive Officer

THE CORPORATION OF THE CITY OF ENDERBY



MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: November 19, 2021
Subject: Digital Billboard Sponsorship Application – Enderby & District Cancer Support Group

RECOMMENDATION

THAT Council authorizes a digital billboard sponsorship for the Enderby & District Cancer Support Group valued at \$8,400 in-kind.

BACKGROUND

The Enderby & District Cancer Support Group has submitted a Digital Billboard Sponsorship Application and is requesting an in-kind sponsorship valued at \$8,400 (12 weeks of advertising) for messaging related to a monthly support group meetings.

The Enderby & District Cancer Support Group is a not-for-profit group and therefore qualifies for a digital billboard sponsorship from Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Kurt Inglis".

Kurt Inglis
Planner and Deputy Corporate Officer

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: November 22, 2021
Subject: Regular Meeting Schedule for 2022

RECOMMENDATION

THAT Council approves the Notice of 2022 Regular Council Meetings schedule;

AND THAT Council directs staff to make the schedule available to the public by posting it at the Public Notice Posting Place as defined in the City of Enderby Council Procedure Bylaw No. 1732, 2021 and giving notice of its availability in accordance with section 127(1) of the *Community Charter*.

BACKGROUND

Every year, Council must approve a schedule of its regular meetings and give notice to the public of that approval by means of local media and the City's Public Notice Posting Place. The requirements are outlined in section 127(1) of the *Community Charter* and section 6 of the City of Enderby Council Procedure Bylaw No. 1732, 2021 ("the Council Procedure Bylaw").

The schedule was determined on the basis of the below provisions from section 5 of the Council Procedure Bylaw:

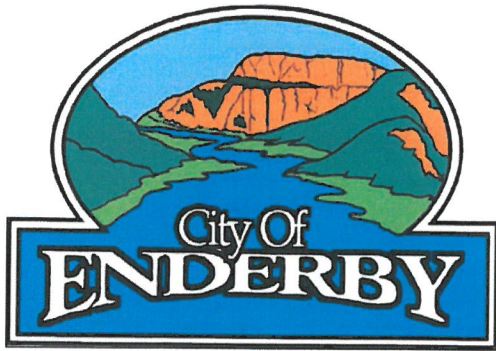
- (2) Regular Council meetings must:
 - (a) be held on the first and third Monday of each month during February, March, April, May, June, September, October, November and December;
 - (b) be held on the third Monday of January, July and August;
 - (c) begin at 4:30 p.m.;
 - (d) be adjourned at 7:00 p.m. on the day scheduled for the meeting unless Council resolves to proceed beyond that time in accordance with this Bylaw;
 - (e) when such meeting falls on a statutory holiday, be held on the next day City Hall is open which is not a statutory holiday; and
 - (f) only be held on the first Monday of the month in October of a general election year.

Attached is the City's Notice of 2022 Regular Council Meetings.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer



619 Cliff Avenue
Enderby, BC
VOE 1V0

Phone: 250-838-7230

Fax: 250-838-6007

Email: info@cityofenderby.com

Website: www.cityofenderby.com

NOTICE OF 2022 REGULAR COUNCIL MEETINGS

Regular Council Meetings are held at 4:30 p.m. on the dates specified below.

Meetings are held in the City of Enderby Council Chambers located at 619 Cliff Avenue, Enderby BC and may be conducted by electronic or other communication facilities in accordance with section 5 of the City of Enderby Procedure Bylaw No. 1732, 2021.

January 17
February 7
February 22 (Tuesday; Family Day)
March 7
March 21
April 4
April 19 (Tuesday; Easter Monday)
May 2
May 16
June 6
June 20

July 18
August 15
September 6 (Tuesday; Labour Day)
September 19
October 3
No meeting on October 17 due to election
November 7
November 21
December 5
December 19

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: November 22, 2021
Subject: Acting Mayor Schedule 2022

RECOMMENDATION

THAT Council adopts the Acting Mayor Schedule for 2022;

AND THAT Council designates the following rolling order of succession for Acting Mayors:

- Councillor Case
- Councillor Baird
- Councillor Knust
- Councillor Davyduke
- Councillor Schreiner
- Councillor Shishido

BACKGROUND

Section 130 of the Community Charter requires that Council designate an Acting Mayor from amongst its members. The Acting Mayor role is designated on a rotating basis for short-term absences pursuant to section 10(1) of the City of Enderby Council Procedure Bylaw No. 1732, 2021. The Acting Mayor is responsible for acting in the place of the Mayor when the Mayor is absent or unable to act, or when the office of Mayor is vacant.

The below Acting Mayor schedule is proposed for discussion, which is the same as the 2021 schedule; Councillors may add or remove themselves from any of the below when this matter comes before Council during the meeting.

Council should note that there is a local government election in October 2022, and the inaugural meeting of the new Council will be the first Monday in November 2022; however, in accordance with section 119 of the *Community Charter*, in the event that there is a delay in the taking of office for some or all of the new Council, or if the number of incoming Councillors is less than a quorum, transitional measures provide for the continuation of some or all of the previous Council. On that basis, an Acting Mayor from the current Council has been designated for November and December in the unlikely event that transitional measures are triggered to maintain continuity of the offices. If the transitional measures are not triggered, the term will end

immediately before the inaugural meeting and Acting Mayors will be designated from the new Council.

Period	Councillor
January	Schreiner
February	Shishido
March	Knust
April	Baird
May	Case
June 1-15	Knust
June 16-30	Davyduke
July 1-15	Shishido
July 16-31	Case
August 1-15	Davyduke
August 16-31	Shishido
September 1-15	Case
September 16-30	Knust
October	Schreiner
November	Davyduke
December	Baird

In the event of a declaration of a state of local emergency being required, it must be issued by the order of the Mayor or the resolution of Council. Typically, such declarations are issued by order of the Mayor given the urgency.

Staff are proposing that Council continue the practice of designating a “rolling” order of succession for the Acting Mayor role based on the length of tenure of the elected official and then alphabetically by last name, as follows:

- Councillor Case
- Councillor Baird
- Councillor Knust
- Councillor Davyduke
- Councillor Schreiner
- Councillor Shishido

Under the “rolling” provision, for example, if Councillor Schreiner is the designated Acting Mayor but is unable or unavailable to perform that role, Councillor Shishido would be the next in the order of succession and would assume the Acting Mayor role, then Councillor Case, and so on.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY

AGENDA

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: November 22, 2021
Subject: RDNO Planning Services Agreement for 2022-24

RECOMMENDATION

THAT Council authorizes the Corporate Officer to execute the RDNO Planning Services Agreement for 2022-24 substantially as presented.

BACKGROUND

Attached to this memorandum is the RDNO Planning Services Agreement for 2022-24. The City of Enderby has an ongoing relationship with RDNO for a variety of planning functions, including approving officer for subdivisions, baseline mapping for GIS, and property information management services, in addition to special projects for which the department's expertise supports the City's internal planning function.

The only change to the agreement is an update to the rate schedule. Staff are satisfied with the quality of service provided by the RDNO and recommend executing the agreement substantially as presented.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

REGIONAL DISTRICT OF NORTH OKANAGAN
MUNICIPAL PLANNING SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2021

BETWEEN:

CITY OF ENDERBY
619 Cliff Avenue
Enderby, BC V0E 1V0

(the "Municipality")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NORTH OKANAGAN, a duly incorporated regional district by letters patent under the provisions of the *Local Government Act* of British Columbia having an office at 9848 Aberdeen Road, Coldstream, BC V1B 2K9

(the "Regional District")

OF THE SECOND PART

WHEREAS in accordance with the *Local Government Act*, the District provides local government services in accordance with respective Letters Patent and specific Service Establishment Bylaws.

AND WHEREAS the Municipality acknowledges that notwithstanding they have opted out of Local Government Act Part 14 Services and the Municipality desires to retain the Regional District to provide planning services;

AND WHEREAS the Parties having obtained the consent of the Electoral Area Directors have agreed that the Regional District will provide such services on a contract basis as part of its local government planning and development service, on the terms and conditions set out herein as detailed below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises, the services performed by the Regional District for the Municipality and the payments by the Municipality, the Parties agree as follows:

1. APPOINTMENT

1.01 The Municipality retains the Regional District to provide general planning and development services (the "Services") and the Regional District agrees to be retained to carry out the Services described herein and as set out in Schedule "A" and specifically in accordance with the Municipality's Bylaws and Policies as amended from time to time.

2. TERM

2.01 This Agreement shall be in force for the period of time commencing on January 1, 2022, and terminating three years from that date on December 31, 2024 (the "Term"), subject to Section 14.05.

2.02 The Agreement may be renewed or amended upon mutually acceptable terms.

3. SERVICES AND RESPONSIBILITIES

3.01 The Regional District shall perform the Services for the Municipality as specified and outlined in Schedule “A” and specifically in accordance with the Municipality’s Bylaws and Policies as amended from time to time.

3.02 Whenever the Municipality proposes to amend its land use or procedural bylaws and when such amendment may affect the Services, it shall provide notice to the Regional District and an opportunity to make representations to the Municipality regarding any impact on the provision of Services hereunder. The parties shall act reasonably and co-operate in negotiating an amendment to this Agreement, to reflect any changes.

3.03 In providing the Services the Regional District shall:

- (a) ensure that it employs personnel qualified to perform the duties and functions for the Services pursuant to Schedule “A”;
- (b) be fully responsible for salary, benefits and obligations to its personnel as its employees and the Municipality shall not in any way be responsible for the said employees; and
- (c) ensure that it complies with the *Worker’s Compensation Act* in any and all other legislation applicable to its employees in providing the Services.

3.04 In receiving these services from the Regional District, the Municipality acknowledges and accepts that the same Services are being provided through a similar agreement and staff resources shared by two other municipal jurisdictions.

3.05 It is further acknowledged and accepted that the Regional District will, within the framework of the available resources and constraints, known to the contracted municipalities, undertake best efforts to deliver a high quality service in a timely manner, specifically the same as or better than in the past (generally 6-8 weeks). This reflects the intent to provide reasonable efforts to keep the same time period to process applications in the Electoral Areas.

3.06 It is however acknowledged and accepted that even with best efforts there will be times when, due to circumstances beyond the Regional District’s control, such as staff turnover, illness and vacation it may not be possible to achieve the commonly accepted turn around times in the provision of Services herein referred to. In anticipation of such circumstances, the Regional District will provide the Municipality with reasonable notice and information on the potential impacts to service delivery.

3.07 Notwithstanding the above,

- (a) Each of the five Electoral Areas and two Municipalities will, if requested, have one available (on deck) spot within the front eight applications in the queue. Applications within the top eight will be dealt with on a first come first serve basis; or
- (b) an application may be moved to the front of the queue with agreement from the other Service participants.

RESOURCING

- 4.01** The Regional District agrees that it shall employ and assign appropriate professional and technical staff at the discretion of the General Manager, Planning and Building to ensure that the provision of Services to the Municipality and all other municipalities which participate in this service are met in accordance with this agreement. The Regional District acknowledges that staff must be familiar with all current and future Municipal Bylaws and Land Use Procedures to fulfill the obligations under the contract.
- 4.02** The Services shall include the provision of all base line mapping. For purposes of this agreement, base line mapping shall include regular mapping needed to support planning work such as the cadastral base, zoning, Official Community Plans, but does not include extended GIS servicing including municipal asset management.
- 4.03** The Municipality shall be obligated to meet annually with the Regional District and other participating municipalities to co-operate with all such other contracting parties regarding the request for allocation of hours and advising the Regional District no later than September each year of anticipated service requirements for the next succeeding year. The requested minimum hours allocated for each year should be equal to or be greater than 110 hours per year. Change beyond 25% or less than 100 hours is subject to approval by the Electoral Area Advisory Committee.
- 4.04** In attempting to provide the servicing needs of the Municipality and other contracting municipalities, while all reasonable efforts will be undertaken to maintain service levels as outlined in Sections 3.05 and 3.06 of this agreement it is understood and accepted that there will be times of high activity and demand when the system capacity requires prioritization of requests for service. After consultation with the contracting municipalities, it is understood and accepted that preference will not be given to one community over another, rather Services shall be provided on a first come first served basis with the exception noted within Section 3.07 of this agreement.
- 4.05** It is also acknowledged and accepted by the parties that during non peak or low demand times, in order to utilize the budgeted and paid for hours, planning staff committed to the service may have capacity to work on smaller projects or project management given to them by the contracting jurisdictions as time permits relative to higher priorities as determined by the contracting municipality and as approved by the General Manager, Planning and Building. The contracting jurisdiction, working cooperatively with the Regional District will make best efforts to ensure all contracted hours for Services are effectively delivered over a yearly basis. It is further recognized and accepted that allocation of such time to special projects must generally be accommodated over the course of a full year as it is recognized that it is unlikely that there would be sufficient system capacity to try to undertake and complete a significant special project late in the year to the exclusion of higher priority work or current work of other contracting municipalities.
- 4.06** The Regional District is prepared on the written instruction of contracting parties, when demand is down in one jurisdiction to reallocate time from that jurisdiction to another jurisdiction requesting it, to utilize the total annual complement of service hours. Any financial arrangements between jurisdictions for such reallocation will not involve the Regional District, rather they will receive written authorization from the parties agreeing to the reallocation at least one billing cycle in advance of when the reallocation is required,

as any premium hours charged as a result of one jurisdiction running out of regular hours will not be reversed.

- 4.07** With respect to specific staff undertaking the work for the Municipality, while best efforts will be made to utilize the appropriately qualified and most cost effective staff member to undertake tasks to maintain general budget parameters, it is understood and accepted that from time to time due to staffing constraints identified above, more senior staff may have to work on projects and the Municipality will be responsible for paying higher hourly rates for those persons. Conversely if junior staff is qualified to and undertakes a project, the charge to the Municipality will reflect the lower wage rate.
- 4.08** It is understood and accepted that the budget is prepared on the basis of agreed to assumptions of workload by various classification of staff having defined hourly rates. It is recognized however that due to factors such as annual vacation, sick time and staff turn over, actual allocation of individuals with a specific classification will vary from budget and the actual amount billed will be based on the rate structure of the individual working on the project. The Regional District will however undertake best efforts to follow agreed to budget plans and to inform the municipality of any significant variance from anticipated levels.
- 4.09** The parties agree that if additional hours are required in any year for the subscribed Services or if hours are required for Services not subscribed to that the same can be provided by prior written approval subject to availability and Regional District approval at the discretion of the Electoral Area Directors and the General Manager, Planning and Building, at a premium cost of base price plus 20%.
- 4.10** It is understood that projected annual staff resourcing and revenues need to be aligned within each calendar year. Subject to Section 4.01, budgeted hours that are unused as of year end will expire. If staff resources were not available, the parties will negotiate the amount of hours that may be carried over and/or not charged for.

5. PAYMENT

- 5.01** The Municipality agrees to pay to the Regional District the full amount of the agreed to budget by the end of the year on a monthly basis prior thereto, the municipality will pay to the RDNO in full payment and reimbursement for providing the Services, including applicable taxes, the fees as set out in the fee schedule attached as Schedule “B” (the “Fee”) and the Regional District will accept the same as full payment and reimbursement for providing the Services.
- 5.02** The parties shall act reasonably and co-operate in the preparation and submission of annual budgets with appropriate timelines including any capital requirements.
- 5.03** Each calendar year commencing January 1 the fee shall be amended to reflect the impact of wage and benefit rate adjustments for each wage classification for the Regional District.
- 5.04** The Regional District shall submit invoices for fees in accordance with Schedule “B” attached hereto on a timely basis for processing and the Municipality shall promptly and in any event within 30 days remit to the Regional District payment in respect of such accounts.

6. RECORDS / REPORTS

- 6.01** In connection with the provision of the Services, the Regional District will:
- (a) establish and maintain a system of records in a form satisfactory to the Municipality;
 - (b) upon request of the Municipality, fully inform the Municipality of the work done and to be done by the Regional District in connection with the provision of the Services; and
 - (c) permit the Municipality at all reasonable times to inspect, review and copy all drawings, reports, documents and material, whether complete or otherwise, that have been produced, developed, received or acquired by the Regional District as a result of this Agreement.
- 6.02** The Municipality agrees that the Regional District may, in order to co-ordinate Planning Services to other contracting parties, provide to all such other contracting parties at periodic intervals a summary or condensed reports of Services, including break down of Services, provided by the Regional District to **all** the contracting Municipalities.

7. COMMUNICATIONS

- 7.01** The reporting protocol under this Agreement shall require planning staff to report through the Municipality's Chief Administrative Officer for day to day operational matters related to the provisions of the Services in the Municipality. The first point of contact will be the Deputy Planning Manager and the second will be the General Manager, Planning and Building. The Regional District's contract administrator hereunder shall be the General Manager, Planning and Building.

8. INDEPENDENT CONTRACTOR

- 8.01** The Regional District will be an independent contractor and not the servant, employee or agent of the Municipality.
- 8.02** The Regional District will not in any manner whatsoever commit or purport to commit the Municipality to any third party agreements or to the payment of any money except pursuant to this Agreement.
- 8.03** The Regional District will supply all labour, materials and approvals necessary to provide the Services at its own expense.
- 8.04** The Regional District will comply with all applicable municipal, provincial and federal laws.

9. CONFIDENTIALITY

- 9.01** The Regional District will at all times treat as confidential, all information or material supplied to or obtained by the Regional District as a result of this Agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Municipality, subject always to the *Freedom of Information and Protection of Privacy Act*, except as provided in Section 6.02.

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.01** The Regional District will not without the prior written consent of the Municipality:
- (a) assign, either directly or indirectly, this Agreement or any right of the Regional District under this Agreement; or
 - (b) sub-contract any obligation of the Regional District under this Agreement.
- 10.02** No sub-contract entered into by the Regional District will relieve the Regional District from any of its obligations under this Agreement or impose any obligation or liability upon the Municipality to any such sub-contractor.
- 10.03** This Agreement will be binding upon the Municipality and its successors and assigns and the Regional District, its successors and permitted assigns.

11. CONFLICT OF INTEREST

- 11.1** The Regional District will not, during the Term, perform Services for or provide advice to any person, firm or corporation where the performance of the Services or provision of the advice may, in the reasonable opinion of the Municipality, give rise to a conflict of interest, provided that the parties recognize that the Regional District will provide Planning Services to other member municipalities and in its rural areas that may impact the Municipality.

12. INDEMNIFICATION

- 12.01** The Regional District will indemnify and save harmless the Municipality, its officials, employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Municipality may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Regional District or of any agent, employee, officer, director or sub-contractor of the Regional District pursuant to the provision of Services under this Agreement, excepting always liability arising out of the independent negligent acts of the Municipality.
- 12.02** The Municipality will indemnify and save harmless the Regional District, its officials, employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Regional District may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Municipality or of any agent, employee, officer, director or sub-contractor of the Municipality pursuant to the provision of Services under this Agreement, excepting always liability arising out of the independent negligent acts of the Regional District.

13. INSURANCE

- 13.01** The Regional District will obtain, maintain and pay for during the Term the following insurance:
- (a) Comprehensive General Liability in the amount of \$5,000,000; and
 - (b) Automobile Insurance (owned and non-owned) in the amount of \$5,000,000.

14. TERMINATION

- 14.01** Subject to Sections 14.02 and 14.03 of this Agreement, if the Regional District fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Municipality, the Municipality at its option, may terminate this Agreement by giving written notice of termination to the Regional District and when such option is exercised, the Municipality will be under no further obligation to the Regional District except to pay to the Regional District such Fees as incurred by the Regional District to the date the notice is given to the Regional District.
- 14.02** Despite Section 14.01, the termination remedy shall not be exercised by the Municipality unless it provides three months written notice to the Regional District of the allegation of non-performance and the Regional District fails, within such three months, to resolve or address any problems which have been addressed.
- 14.03** Where the Agreement is terminated for non-performance hereunder, it shall be subject to mediation and dispute resolution as set out in Section 17.05 of this Agreement.
- 14.04** Notwithstanding any other provision of this Agreement, either party may terminate the Agreement at any time in accordance with Section 14.05 upon written notice delivered to the parties at the addresses shown in Section 16 of this Agreement, or at such shorter time and in such a manner as may be mutually agreed upon by the parties.
- 14.05** Both the Regional District and the Municipality may provide notice on or before September 30 of any calendar year of termination pursuant to the preceding section for the calendar year commencing 15 months from the said September 30th, provided that in the event of such termination not related to non-performance, the parties shall act reasonably and co-operate to reduce or eliminate where possible any inconvenience to the parties or additional costs which may result from such termination.
- 14.06** Where this Agreement is terminated or concludes, the indemnification provisions shall survive the conclusion or earlier termination and the Municipality shall remain liable to pay the Regional District the Fees for all Services performed up to the said termination date.
- 14.07** The Municipality agrees that by March 31, 2023, the Regional District is advised of the intention whether or not to continue in a consistent manner with respect to the Regional District providing Planning Services for the said Municipality. The Regional District agrees to advise the municipalities by this date of its intention to continue to provide the Services, including subdivision approvals.

15. WAIVER

- 15.01** A waiver of any provision or breach by either party of this Agreement will be effective only if it is in writing and signed by the other party and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

16. NOTICES

- 16.01** Any notice or, payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received, if delivered personally on the date of such personal delivery or if mailed, on the third business day after mailing in British Columbia by pre-paid post addressed to the Regional District:

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

And if to the Municipality:

CITY OF ENDERBY
619 Cliff Avenue
Enderby, BC V0E 1V0

- 16.02** Either party may, from time to time, advise the other by notice in writing of any change of address, and after the giving of such notice the address specified will be conclusively deemed to be the address of the party giving such notice.

17. MISCELLANEOUS

- 17.01** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 17.02** No amendment or modification to this Agreement will become effective until after it has been reduced to writing and executed by the parties.
- 17.03** Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 17.04** This Agreement shall be governed by the laws of the Province of British Columbia.
- 17.05** All disputes arising out of or in connection with this Agreement will be referred to the senior appointed officials of the two parties to attempt to seek a resolution. In the event of a failure to agree, such unresolved disputes shall be finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre (the "Centre") and:
- (a) the appointing authority will be the Centre; and
 - (b) the case will be administered by the Centre in accordance with its "procedures or cases under the BCICAC Rules".

IN WITNESS WHEREOF the parties have executed this Agreement this day _____ of _____, 2021.

CITY OF ENDERBY
Authorized Signatory:

Signature

Date

Print Name

Title

REGIONAL DISTRICT OF NORTH OKANAGAN
Authorized Signatory:

Signature

Date

Print Name

Title

SCHEDULE “A”

DESCRIPTION OF SERVICES

The Services hereunder shall be based on providing a dedicated number of hours of staffing time by the Regional District to the Municipality.

Services are set and shall be paid for at the annually agreed to number of total hours of service per year.

The Services shall be broken down into the following classifications:

- (a) Inquiries (including Subdivision)
- (b) Applications (including Subdivision)
- (c) Project Management
- (d) Baseline Mapping/PIMS
- (e) Legal matters relating to Planning

The parties agree that in order to allow some flexibility to accommodate vacation or sick time for Regional District planning staff, that there may be a requirement for some flexibility in provision of hours based on classification.

The parties agree that if additional hours are required in any year for the subscribed Services, or if hours are required for Services not subscribed to, that the same can be provided by prior written approval subject to availability and Regional District approval at the discretion of the Electoral Area Directors and the General Manager, Planning and Building, at a premium cost of base price plus 20%.

Such Services shall include:

1. APPLICATIONS, INQUIRIES AND MINOR LAND USE BYLAW AMENDMENTS

The Services in connection with such application shall include purely Planning Services and shall not include engineering servicing standards, or public works.

2. SUBDIVISION – APPROVING OFFICER AND/OR SUBDIVISION SUPPORT

3. DIRECT MUNICIPAL SUPPORT INCLUDING ADVERTISEMENT & NOTICES

The Regional District will prepare advertisements, notices and letters required for adjacent land owner notification, unless otherwise specified by the Municipality.

4. MUNICIPAL OFFICE TIME/COUNCIL MEETINGS

The services shall include provision of a staff person to attend meetings at the request of the Chief Administrative Officer of the Municipality, which time shall be included in the hours provided hereunder.

5. PROJECT MANAGEMENT

The Regional District will provide project management only for the Municipality; however, it is understood that there may be capacity for smaller requested projects to be completed (example: OCP amendments, Zoning Bylaw Text Amendments, Housekeeping amendments, or responses to emerging planning issues). The rate of pay for projects will not differ from the regular hourly rate.

Special Project management shall include major planning projects such as rewriting of official community plans, zoning bylaws and related projects, as may be agreed to.

6. LITIGATION/BYLAWS ENFORCEMENT

The Services shall include time spent on litigation or bylaw enforcement matters as they pertain to the Services provided herein.

7. LEGAL MATTERS

The Regional District will pay for costs associated with legal matters where an employee has acted in bad faith or has been grossly negligent; otherwise it is understood that the Municipality is responsible for all costs associated with legal matters with respect to land use applications, including subdivision applications. Any legal costs, such as obtaining legal opinions, are the responsibility of the Municipality must be approved by the Municipal Corporate Officer and/or Chief Administrative Officer.

SCHEDULE “B”

PAYMENTS and FEE SCHEDULE

2022 Rate Schedule

Position	\$ per hour
General Manager, Planning and Building	\$151
Deputy Planning Manager	\$123
Regional Planning Projects Manager	\$115
Planner II	\$109
Planner I	\$97
Planning and Development Officer	\$97
Planning and Building Assistant	\$86
Executive Assistant	\$91
GIS Technologist	\$97
GIS Technician	\$93
GIS Technical Assistant	\$86

CATEGORIES

- (a) Inquiries (including Subdivision)
- (b) Applications (including Subdivision)
- (c) Project Management
- (d) Baseline Mapping/Tempest
- (e) Legal matters relating to Planning

NOTES:

Rates shall be adjusted as of January 1 each year to reflect the impact of wage and benefit rate adjustments in the Regional District in each position.



AGENDA

October 29, 2021

Ref: 268537

Mayors and Regional District Chairs of British Columbia

Dear Mayors and Chairs:

I am pleased to announce that the Province of British Columbia recently launched the CleanBC Roadmap to 2030. Building on actions in our 2018 CleanBC plan, the Roadmap to 2030 is a stronger, more ambitious climate plan to reach our 2030 emissions reductions targets and build a strong, low-carbon economy.

The Roadmap to 2030 includes actions across eight pathways including: low-carbon energy; transportation; buildings; communities; industry; agriculture, aquaculture and fisheries; forest bioeconomy; and negative emissions technologies. Highlights of the Roadmap include:

- New requirements to make all new buildings net-zero emissions by 2030
- A nation leading adoption of zero-emission vehicles with 90 percent ZEVs by 2030 and 100 percent by 2035
- An accelerated shift towards active transportation and public transit
- A commitment to increase the price on carbon pollution to meet or exceed the federal benchmark, with supports for people and businesses
- Requirements for new industry projects to have enforceable plans to reach net-zero emissions by 2050
- Stronger regulations that will nearly eliminate industrial methane emissions by 2035
- Increased clean fuel and energy efficiency requirements
- A Clean Transportation Action Plan will support emission reductions by focusing on efficiency-first transportation options

Local governments across B.C. have consistently shown leadership and commitment to taking action on climate change. Continuing the partnership between local governments and the province is key to achieving our shared goals. The Roadmap to 2030 highlights the prominent role that communities have in reaching those goals and commits to establishing a new program in 2022 to support local government climate actions through flexible, predictable funding.

.../2

The expanded climate actions in the Roadmap to 2030 will accelerate our transition to a net-zero future and ensure we meet B.C.'s legislated greenhouse gas target of 40 percent below 2007 levels by 2030. To learn more and to read the CleanBC Roadmap to 2030, please visit: www.cleanbc.gov.bc.ca and read the [news release](#).

I would also like to share with you the [2021 Climate Change Accountability Report](#). The report includes detailed information on CleanBC progress over the 2020-2021 period to reduce carbon pollution, prepare for climate impacts and create low-carbon economic opportunities for people across B.C. It also includes emissions data for the 2019 reporting year.

Sincerely,



Josie Osborne
Minister

pc: Chief Administrative Officers

----- Forwarded message -----

From: **Lynda Megli** < >

Date: Fri, Nov 19, 2021 at 9:54 PM

Subject: Need for provincial interior dairy processing facility highlighted by flood crisis in lower mainland.

To: <tundrabaird@gmail.com>, <denis.delisle@rdno.ca>, <Greg.Kyllo.MLA@leg.bc.ca>

AGENDA

Attention City of Enderby Mayor and Council,

The recent catastrophic flooding events in southern B.C. have highlighted a serious deficiency in an area of the food supply chain. This is the breakdown of milk transport to the single major dairy processing facility located in the lower mainland. As you are aware, dairy farmers in the interior of the province are being forced to dump their milk into their manure disposal pits until further notice. You are also aware that the major highways connecting the lower mainland to the rest of the province will not be repaired for a significant period of time. What will be done to stop this horrific waste and re-establish dairy processing, getting products back to consumers, and why are we in this situation to begin with? Centralization of dairy processing has not only resulted in a break in food supplies, but also cost local jobs when regional plants were closed. Steps must be taken immediately towards a return to local processing facilities.

The events of the past couple years are teaching us that when it comes to critical products such as food, it is extremely important to keep the means of production and processing local, to ensure continuity of supply in the event of regional disasters. Changes must be made to secure regional food sources, so that in the event of emergencies or catastrophic conditions, entire food supply chains are not wiped out, like what is happening now. In ensuring regional food production and processing, one area can support another during a time of critical need. This policy should govern all food production and essential services.

Sincerely,
Lynda Megli

November 16, 2021

The Honourable David Eby
Attorney General and Minister Responsible for Housing
PO BOX 9044
STN PROV GOVT
Victoria BC V8W 9E2

Dear Minister Eby:

RE: Presentation to Housing Central

I am writing to seek clarification on your statement at the Housing Central conference on November 15, that the Province "could withhold funding for programs if a municipality refuses to work on the supply challenge."

In particular, I am requesting clarification for our members on what constitutes refusing "to work on the supply challenge", and what funding could be withheld.

I would note that the vast majority of local governments are working with the Province to support development of attainable housing, often financially supporting such developments through land contributions, DCC exemptions and waivers and more, all while constrained by a narrow tax base. Local governments large and small, across the province, are well aware of the affordability crisis, and at this time, over 90% have undertaken work to complete housing needs reports.

UBCM and local governments also continue to participate in the Development Approvals Process Review, recognizing the potential for efficiencies in development approvals amongst all parties including local governments, the development industry and the Province. Moreover, we have worked closely with the Province to address the housing crisis through the implementation of a suite of measures identified in Homes for BC, a plan for affordability that was informed by our own housing strategy released in 2018¹.

We are concerned that the punitive approach suggested by your comments would erode local government autonomy as established in legislation. The *Community Charter* confirms that municipalities and their Councils are an order of government within their jurisdiction that is "democratically elected, autonomous, responsible and accountable" and must operate under strict statutory conditions associated with public consultation and public interest. Furthermore, the *Local Government Act* grants local governments the powers and flexibility required to respond to the needs of their communities within that mandate.

¹ <https://www.ubcm.ca/sites/default/files/2021-08/UBCM%20Housing%20Strategy.pdf>

We look forward your response and to continuing dialogue in support of a collaborative approach towards addressing the affordability crisis.

Sincerely,

A handwritten signature in black ink, appearing to read "LA Roodenburg". The signature is written in a cursive, flowing style.

Councillor Laurey-Anne Roodenburg
UBCM President

cc: Hon. Josie Osborne, Minister of Municipal Affairs



BRITISH
COLUMBIA

VIA EMAIL

Ref. 622937

November 26, 2021

Councillor Laurey-Anne Roodenburg, President
Union of BC Municipalities
60 – 10551 Shellbridge Way
Richmond BC V6X 2W9
Email: jvanloon@ubcm.ca

Dear Councillor Laurey-Anne Roodenburg:

Thank you for your correspondence of November 16, 2021, requesting clarification about my comments at the 2021 Housing Central conference.

I cannot respond directly to your request for clarification because your request is based on a misquote published in a recent article in the Vancouver Sun. I am more than happy to clarify what I did say.

During a Q&A, I was asked to discuss the Province's preferred approach to supporting municipalities to develop much-needed housing supply. I stated, "What we would like to do is have community plans that reflect population growth and zoning to match that, and that we incentivize communities to do that through various supports. And for communities that do not do that, they will not have access to provincial funding for various programs". As you can see, my response focuses on incentives and collaboration. There is no mention of withholding funding for local governments who choose not to increase housing supply, only reference to not benefiting from any possible incentives that relate to increased housing supply.

The Province does not have a housing supply incentive program outside the BuildingBC and HousingHub programs; we will be exploring how we can collaborate with the federal government on their forthcoming supply incentive program (referred to as the Housing Accelerator Fund by the Liberal Party of Canada) for the benefit of local governments and British Columbians.

.../2

Ministry of
Attorney General

Office of the
Attorney General

Mailing Address:
PO Box 9044 Stn Prov Govt
Victoria BC V8W 9E2
Email: AG.Minister@gov.bc.ca
website: www.gov.bc.ca/ag

Telephone: 250-387-1866
Facsimile: 250-387-6411

Councillor Laurey-Anne Roodenburg, President
Page 2

I appreciate you reaching out to seek clarity in the spirit of collaboration. We can only come to solutions together, working in partnership to get housing built and improve the lives of British Columbians. I have asked staff to forward the full transcript of my remarks at the conference to you for your reference.

Yours truly,

A handwritten signature in black ink, appearing to be 'D. Eby', written in a cursive style.

David Eby, QC
Attorney General and
Minister Responsible for Housing