



**REGIONAL DISTRICT OF CENTRAL OKANAGAN  
REGULAR BOARD MEETING  
AGENDA**

Monday, August 24, 2020

7:00 p.m.

Woodhaven Board Room  
1450 K.L.O. Road, Kelowna, BC

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**Pages**

**1. CALL TO ORDER**

Acknowledgement that this meeting is being held on the traditional territory of the syilx/Okanagan peoples.

**2. ADDITION OF LATE ITEMS**

**3. ADOPTION OF THE AGENDA**

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the agenda be adopted.

**4. ADOPTION OF MINUTES**

**4.1 Regional Board Meeting Minutes - July 27, 2020**

5 - 8

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Regional Board meeting minutes of July 27, 2020 be adopted.

**5. DELEGATION**

**5.1 Habitat Conservation Trust Foundation & Forest Enhancement Society of BC**

9 - 18

Dan Buffett (HCTF) and Steve Kozuki (FESBC) re: Updates on conservation and forest enhancement projects

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Habitat Conservation Trust Foundation & Forest Enhancement Society of BC presentation be received for information.

## **6. CORRESPONDENCE**

### **6.1 Sterile Insect Release Board Highlights - July 17, 2020**

19

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Sterile Insect Release Board meeting highlights of July 17, 2020 be received for information.

### **6.2 Okanagan Lake Level Management (Letter from the District of Peachland)**

20 - 22

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the August 14, 2020 letter from the District of Peachland regarding Okanagan Lake level management be received.

## **7. CORPORATE SERVICES**

### **7.1 2nd Quarter RDCO Services Highlights - Video (verbal)**

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the 2nd Quarter RDCO services highlights be received for information.

## **8. FINANCIAL SERVICES**

### **8.1 2019 Statement of Financial Information Disclosures**

23 - 34

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Board approve the 2019 Schedules required under the *Financial Information Act* and its regulations including:

- Schedule of Board Remuneration
- Schedule of Employee Remuneration
- Schedule of Payments to Suppliers
- Statement of Severance Agreements
- Schedule of Guarantee and Indemnity Agreements

## **9. COMMUNITY SERVICES**

955867 BC Ltd. c/o D. Garcha (owner/applicant), located at 4980 Trepanier Road, Central Okanagan West Electoral Area

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

**THAT** the Regional Board conditionally support Agricultural Land Commission Application A-20-02, applicant D. Garcha, to allow a non-farm use to occur within the Agricultural Land Reserve pursuant to Section 20.3 of the *Agricultural Land Commission Act*, on part of the following property: Lot 1, District Lots 911 and 1311, ODYD, Plan KAP48672;

**AND THAT** the Regional Board recommends the Agricultural Land Commission ensure:

- A professional agrologist is retained to monitor the orchard development process;
- A detailed site drainage, erosion, and sediment control plan is required to protect the sensitive nature of the Trepanier Creek gully and associated riparian area;
- Submission of a detailed dust mitigation plan;
- Submission of a trucking route plan ensuring safe traffic movements onto Trepanier Road;
- Removal of all fill located outside of the ALR portion of the parcel;
- All future soil and fill materials are restricted to and contained within the ALR portion of the property;
- Fencing is located only along the ALR boundary of the parcel; and,
- Consideration is given early in the approval process regarding future farm worker housing needs, buildings, site coverage, and residential footprints.

**AND FURTHER THAT** staff be directed to forward the subject application to the Agricultural Land Commission for consideration.

## 10. PARK SERVICES

### 10.1 Killiney Beach Community Park Provincial Foreshore Crown License of Occupation Renewal

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

**THAT** the Regional Board approves acquiring the Licence of Occupation for the term of 30 years from the Province of BC over all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot 186 of District Lot 2197, Osoyoos Division Yale District, Plan 11592 and Hodges Road, containing 4.25 hectares, more or less, for boat launch and public recreation purposes.

11. NEW BUSINESS
12. DIRECTOR ITEMS
13. ADJOURN



**Minutes of the *REGIONAL BOARD MEETING* of the Regional District of Central Okanagan held at the Regional District offices, 1450 KLO Road, Kelowna, B.C. on Monday, July 27, 2020**

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Directors: J. Baker (District of Lake Country)  
M. Bartyik (Central Okanagan East Electoral Area)  
C. Basran (City of Kelowna)  
W. Carson (Central Okanagan West Electoral Area)  
M. DeHart (City of Kelowna)  
C. Fortin (District of Peachland) *(attended electronically)*  
G. Given (City of Kelowna)  
C. Hodge (City of Kelowna) *(attended electronically)*  
S. Johnston (City of West Kelowna) *(attended electronically)*  
G. Milsom (City of West Kelowna) *(attended electronically)*  
B. Sieben (City of Kelowna)  
L. Stack (City of Kelowna) *(attended electronically)*  
L. Wooldridge (City of Kelowna) *(attended electronically)*

Absent: J. Coble (Westbank First Nation)

Staff: B. Reardon, Chief Administrative Officer  
T. Cashin, Director of Community Services  
J. Foster, Director of Communication & Information Services  
D. Komaik, Director of Engineering Services *(attended electronically)*  
M. Kopp, Director of Parks Services  
M. Rilkoﬀ, Director of Financial Services *(attended electronically)*  
M. Drouin, Manager-Corporate Services (recording secretary)

**1. CALL TO ORDER**

Chair Given called the meeting to order at 7:06 p.m.

The meeting is being held on the traditional territory of the syilx/Okanagan Peoples.

*Roll call was taken as some board members were in attendance electronically due to physically distancing for COVID-19 pandemic.*

**2. ADDITION OF LATE ITEMS**

There were no late items for the agenda.

**3. ADOPTION OF THE AGENDA**

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**#123/20      BAKER/BARTYIK**

THAT the agenda be adopted.

CARRIED Unanimously

**4.      ADOPTION OF MINUTES**

- 4.1      Regional Board Meeting Minutes – July 9, 2020 *(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**#124/20      BAKER/CARSON**

THAT the Regional Board meeting minutes of July 9, 2020 be adopted.

CARRIED Unanimously

**5.      CORRESPONDENCE**

- 5.1      Okanagan Basin Water Board Meeting Highlights *(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**#125/20      BAKER/CARSON**

THAT the Okanagan Basin Water Board meeting highlights of July 9, 2020 be received for information.

CARRIED Unanimously

*Director Sieben arrived at 7:11 p.m.*

**6.      FINANCIAL SERVICES**

- 6.1      Purchase Commitments > \$100,000 during 2Q 2020 *(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Staff report dated July 20, 2020 outlined the purchase commitments during the second quarter exceeding \$100,000.

**#126/20      BARTYIK/BAKER**

THAT the Regional Board, as per section 4.6 of the RDCO Purchasing Policy, receive for information the report dated July 20, 2020 on purchase commitments which exceeded \$100,000 made during the second quarter of 2020.

CARRIED Unanimously

## **7. COMMUNITY SERVICES**

- 7.1 Development Variance Permit (VP-20-02) for M. & L. Smith 9668 Houghton Road, Central Okanagan West Electoral Area (*Custom Vote - Electoral Areas - 1 Director, 1 Vote*)

Staff report outlined the application to allow a reduction of the minimum front yard setback and to allow an accessory building in the required front setback. Staff outlined the application. Referral agency comments and letters of support and opposition were highlighted.

It was noted that any road issue would need to be raised with the Ministry of Transportation and Infrastructure. The Ministry has advised they have no concerns with the proposal.

Chair asked if there is anyone in the gallery affected by the variance.

- The applicant L. Smith addressed the Board. The size of the garage structure is large however storage is required for boat and trailer. There will be no living quarters in the structure.

There were no further comments from the gallery.

### **#127/20 CARSON/BARTYIK**

THAT the Regional Board approve Development Variance Permit Application VP-20-02 to vary the following provisions of Zoning Bylaw No. 871 based on the site plan by Advanced Surveying Ltd:

- Section 3.17.5 by allowing one accessory building in the required front setback.
- Section 6.5.4 by allowing a reduction of the minimum front setback from 6.0 m (19.7 ft.) to 1.0 m (3.28 ft.) to permit one accessory building.

CARRIED Unanimously

## **8. PARK SERVICES**

- 8.1 License of Occupation Agreement - City of Kelowna Transit Stops at Mission Creek Regional Park (*All Directors - Weighted Vote - Simple Majority - LGA 210.2*)

Staff report dated July 9, 2020 outlined the request to approve a License of Occupation with the City of Kelowna for transit stops at Mission Creek Regional Park.

**#128/20      SIEBEN/BARTYIK**

THAT the Regional Board approves providing a 5-Year License of Occupation to the City of Kelowna for the renewal of an existing transit stop and construction and operation of 3 Transit/Shelters over 3 portions of Mission Creek Regional Park as identified in the attached license document along Springfield Road for a 5-Year term.

CARRIED Unanimously

**9.      NEW BUSINESS**

- 9.1      UBCM - Community Excellence Awards Application (*All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1*)

Staff report outlined the request for support of a UBCM Community Excellence Award application—category sustainability.

**#129/20      BAKER/BARTYIK**

THAT the Regional Board approves submitting an application under the Union of BC Municipalities – 2020 Community Excellence Awards under the category of Excellence in Sustainability for the Regional Floodplain Management Plan.

CARRIED Unanimously

**10.     DIRECTOR ITEMS**

- A question was raised regarding the pond off Hall Road. Staff provided an update on the work being completed.
- It was noted that West Kelowna Sheila Paynter, matriarch of the Paynter family, passed away this past week just past her 100<sup>th</sup> birthday.
- CAO provided a briefing on reopening of RDCO facilities to the public. Staff is encouraging citizens to continue virtual meetings and online services whenever possible.

**11.     ADJOURN**

There being no further business the meeting was adjourned at 7:47 p.m.

**CERTIFIED TO BE TRUE AND CORRECT**

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G. Given (Chair)

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Brian Reardon (Chief Administrative Officer)



# HCTF & FESBC IN CENTRAL OKANAGAN



# Who We Are:

- Habitat Conservation Trust Foundation
  - HCTF funds conservation projects and provides education about BC's freshwater fish and wildlife
  - Chief Executive Officer : Dan Buffett
- Forest Enhancement Society of BC
  - FESBC advances environmental and resource stewardship of B.C.'s forests
  - Executive Director: Steve Kozuki





# HCTF Background



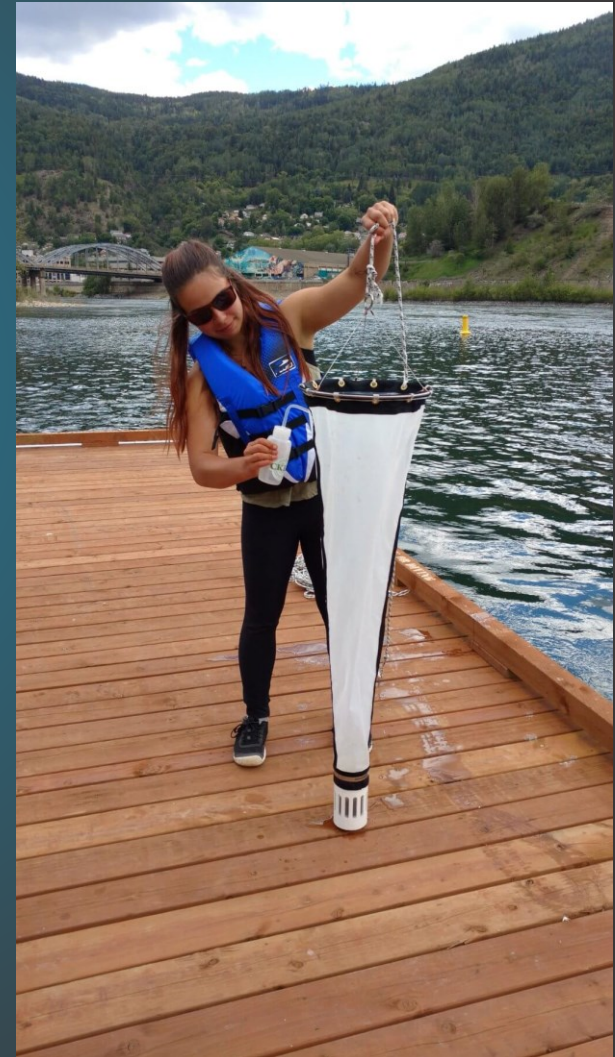
- A non-profit charitable Foundation
- Founded in 1981 by anglers, hunters, trappers and guide outfitters willing to pay a surcharge on licenses to improve conservation outcomes in BC
- More than **\$189 million** in grants for over **2980 projects**



# HCTF Projects & Education



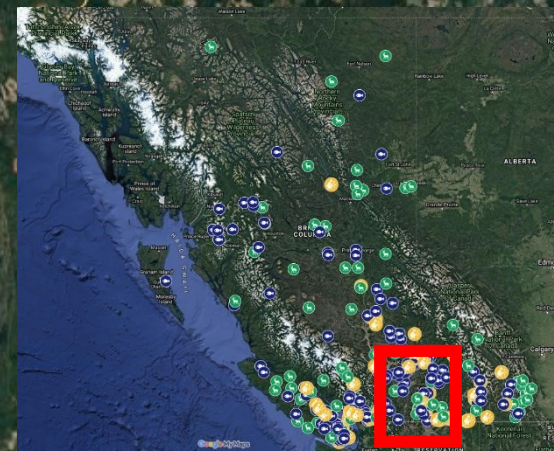
- \$9.2M in funding for 180 projects across BC in 2020-21
  - Okanagan Region: 15 projects, \$583,000
- Projects in Central Okanagan:
  - Rattlesnake Population Research
  - Okanagan Invasive Mussel Monitoring
  - Wildschools Program
  - Education Facilitators
  - 9 Go Grants (since 2015)







# HCTF Fish & Wildlife Projects (2020-21)





# FESBC Funding & Priorities



FESBC Purpose	Approved (\$ millions)	Number of Projects
Wildfire risk reduction	\$58	123
Stand rehabilitation	\$25	30
Wildlife habitat improvement	\$8	15
Fibre recovery	\$4	10
Forest carbon management	\$138	72
<b>TOTAL</b>	<b>\$233</b>	<b>250</b>

# FESBC Projects



- Most have multiple benefits: social, economic, environmental.
- Significant focus on climate change mitigation and wildfire risk reduction.

FESBC Projects	
Ntityix Resources LP	Trepanier and West Kelowna Wildfire Rehabilitation
Okanagan Nation Alliance	Syilx Stewardship in Fire Maintained Landscapes
Okanagan Shuswap District,FLNRORD,Ntityix Resources LP	Southeast Kelowna Landscape Level Fuel Break
Frontline Operations Group Inc	Black Mountain and Glenmore Ellison Improvement District Watershed Improvement

# FESBC / HCTF Partnership

- Partners since 2016
- Both organizations have a mandate to improve wildlife habitat
- Utilizes HCTF's well respected grant application and technical review process
- FESBC committed \$3 million for shared conservation objectives





# Co-Funded Projects

- Mule deer response to wildfire and habitat change
- Diversifying Mountain Pine Beetle Clearcuts for Small Mustelids
- Maintenance of Furbearers and Prey Species on Large Clearcut Openings





*QUESTIONS?*



[skozuki@fesbc.ca](mailto:skozuki@fesbc.ca)

[dan.buffett@hctf.ca](mailto:dan.buffett@hctf.ca)

[www.fesbc.ca](http://www.fesbc.ca)

[www.hctf.ca](http://www.hctf.ca)





## BOARD REPORT: July 17, 2020

1450 K.L.O. Road, Kelowna, BC, V1W 3Z4  
P: 250-469-6187, 1-800-363-6684  
[www.oksir.org](http://www.oksir.org)

### 2020 OKSIR Directors

Voting Directors  
**Shirley Fowler,**  
**2020 Chair**  
RDNO

**Amarjit Lalli,**  
**2020 Vice Chair**  
Fruit Grower, Central

**James Baker**  
RDCO

**George Bush**  
RDOS

**Dave Dobernigg**  
Fruit Grower, North

**Chad Eliason**  
CSR D

**Walter Makepeace**  
Fruit Grower, South,  
Organic

**Brad Sieben**  
RDCO

#### Non-voting Directors

**Dr. Susanna  
Acheampong**  
BC Ministry of  
Agriculture

**Taras Pojasok**  
Agriculture and  
Agri-food Canada

The next regular meeting of  
the OKSIR Board will be  
9:00 a.m. on **Friday,**  
**October 2, 2020** at RDCO.

### Working Group Meets to Review Value Tax Formula

A working group, comprised of one Regional District representative and one senior staff member (CAO or CFO) from each of the program's participating Regional Districts met on July 17, 2020, following the Board meeting. Local Government Consultant, Mr. Allan Neilson, *Neilson Strategies Inc.*, facilitated the session that reviewed options for modernizing the value tax apportionment formula. The results from the working group meeting will be brought to the next OKSIR Board meeting, Oct 2, 2020, for review.

### SIR Cashflow Management Approved by RD Partners

As operational program spending begins months in advance of when tax requisitions are received in August, the OKSIR program faced a cash flow timing challenge that is common among tax-funded organizations. The SIR Board requested resolutions of support from the program's Regional District partners to authorize, by bylaw, a cashflow management program that mirrors the revenue anticipation borrowing authority granted to local governments under the Local Government Act. Letters in support of this resolution have now been provided from each of our Regional District partners.

### 2020 Moth Sales to Washington Remain on Track

Sterile codling moth sales to Washington have resumed again this spring with M3 Consulting Group LLC, and have continued without interruption, despite Covid-19 related restrictions at the US border. Sales for the season are on track to meet the amounts budgeted for 2020, with this year's revenue estimated at over \$650k—by far the most significant non-tax revenue amount to date. The strong Washington market and continually increasing sales demands are promising indications for the potential of local program costs to be offset by the continued sales of excess sterile moths south of the border.

### Apple Acreage Decreases from 2019

The final taxable acreage for 2020 was presented to the Board. This year saw a decrease in apple acreage in the Okanagan and Similkameen valleys. The drop in acreage is attributed to the decreasing market value of apples, prompting growers to replace their orchards with higher value crops, including sweet cherries and grapes.



## *The Corporation of the District of Peachland*

5806 Beach Avenue  
Peachland, BC  
V0H 1X7

Phone: 250-767-2647  
Fax: 250-767-3433  
[www.peachland.ca](http://www.peachland.ca)

August 14, 2020

Gail Given, Chair  
Regional District of Central Okanagan  
1450 KLO Road  
Kelowna BC V1W 3Z4  
Via email: [gail.given@rdco.com](mailto:gail.given@rdco.com)

Sue McKortoff, Chair  
Okanagan Basin Water Board  
1450 KLO Road  
Kelowna BC V1W 3Z4  
Via email: [smckortoff@osoyoos.ca](mailto:smckortoff@osoyoos.ca)

Dear Chair Given and Chair McKortoff,

### Re: Okanagan Lake Level Management

Okanagan Lake flooding has become an annual occurrence of significant and unnecessary expense to Okanagan lakeside communities. A forty-five year-old model governs the lake level management. This model attempts to balance multiple factors such as fish flow needs, agricultural needs, tributary and lake edge erosion, infrastructure capacity and downstream commitments. The current "Full Pool" designation of 342.48 metres does not take into account the effects of population growth, climate change, or the problems inherent in an outdated flow management model.

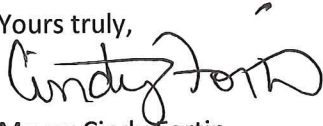
The management of lake levels is entirely within the jurisdiction of the Provincial Government Ministry of Forest, Lands and Natural Resource Operations. With this in mind, the District of Peachland seeks support from the Regional District of Central Okanagan (RDCO) and Okanagan Basin Water Board (OBWB) in lobbying the Province to re-evaluate the current lake level flow management practices. The District also requests the support of the RDCO and OBWB in urging the Provincial Government to take immediate action to update current flow management models and climate forecast methodology.

Pending completion of such studies, the District of Peachland would like consideration be given to setting "Full Pool" at a lower level in order to create a more realistic planning standard along with a more practical margin of error.



If you have any questions or wish to discuss further on how we can lobby the Province collectively, to re-evaluate the current lake level flow management practices, please contact me directly at 250-212-9416 or [mayorfortin@peachland.ca](mailto:mayorfortin@peachland.ca).

Yours truly,

A handwritten signature in black ink, appearing to read "Cindy Fortin". The signature is stylized with a large, looped "C" and a distinct "F".

Mayor Cindy Fortin  
District of Peachland

c. Peachland Council  
CAO, Joe Mitchell

## Mary Jane Drouin

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**From:** Philippa Harding <legislativeclerk@peachland.ca>  
**Sent:** Monday, August 17, 2020 8:19 AM  
**To:** Gail Given; s [REDACTED]  
**Cc:** Joe Mitchell  
**Subject:** Okanagan Lake Level Management Resolution  
**Attachments:** 2020-08-14 Okanagan Lake Level Request.pdf

CAUTION: This message was sent from outside the organization. Please do not click links, open attachments, or respond unless you recognize the source of this email and know the content is safe.

Good morning,

As per Council's request, below is the resolution passed on August 11, 2020 regarding the Okanagan Lake level management.

MOVED by Councillor Fielding, SECONDED by Councillor Condon:

RC-11/08/20-010 WHEREAS Flooding and/or the threat of Okanagan Lake flooding has become an annual occurrence of significant and unnecessary expense to Okanagan lakeside communities; and

The management of lake levels is entirely within the jurisdiction of the Provincial Government Ministry of Forest, Lands and Natural Resource Operations; and

Lake level management is governed by reliance on problematic climate forecast and a forty-five year-old model that attempts to balance multiple factors such as fish flow needs, agricultural needs, tributary and lake edge erosion, natural habitat, infrastructure capacity, downstream commitments, and flood risk to communities; and

The current standard for "Full Pool" designation (342.48 m.) does not take into account the effects of population growth, climate change, or the problems inherent in an outdated flow management model:

THEREFORE BE IT RESOLVED THAT:

1. Mayor Fortin write to the Chairs of Regional District of Central Okanagan (RDCO) and Okanagan Basin Water Board (OBWB), seeking their support in lobbying the Province to re-evaluate the current lake level flow management practices and request the support of the RDCO and OBWB in urging the Provincial Government to take immediate action to update current flow management models and climate forecast methodology; and
2. Pending completion of such studies request consideration of the lake level "Full Pool" being set lower, in order to create a more realistic planning standard and allowing for a more practical margin of error.

**CARRIED.**

For ease of reference I have also reattached the correspondence the motion is referring to.

Regards,



# Regional Board Report

**TO:** Regional Board

**FROM:** Marilyn Rilkoff  
Director of Financial Services

**DATE:** August 13, 2020

**SUBJECT:** 2019 Statement of Financial Information (SOFI) Disclosures

**Voting Entitlement:** All Directors – Unweighted Corporate Vote – Simple Majority – LGA 208.1

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**Purpose:** To comply with legislative requirements under the *Financial Information Act* and its regulations, the Statement of Financial Information Disclosures are presented. 2020 Provincial due dates for filing financial information have been extended from June 30<sup>th</sup> to August 31<sup>st</sup>, 2020 due to the COVID-19 Pandemic.

## Executive Summary:

The 2019 Statement of Financial Information (SOFI) schedules are submitted for approval as required under the *Financial Information Act* and its regulations. The Audited 2019 Financial Statements were previously approved by the Board on July 9, 2020, and are posted on the RDCO's website and are also available at the RDCO Office at 1450 KLO Road.

## RECOMMENDATION:

**THAT** the Board approve the 2019 Schedules required under the *Financial Information Act* and its regulations including:

- Schedule of Board Remuneration
- Schedule of Employee Remuneration
- Schedule of Payments to Suppliers
- Statement of Severance Agreements
- Schedule of Guarantee and Indemnity Agreements

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "M. Rilkoff", is written over a light blue horizontal line.

Marilyn Rilkoff  
Director of Financial Services

## Implications of Recommendation:

Strategic Plan & Financial: The 2019 – 2023 Financial Plan, Department Initiatives and Program Plans were approved in March 2019, with amendments throughout the year. Expenditures were made in accordance with the Financial Plan.

Legal/Statutory Authority:

- Expenditures were approved in the 2019 – 2023 Financial Plan Bylaw and Amendment Bylaws.
- Local Government Act
- Community Charter
- Financial Information Act
- Financial Information Regulation

## Background:

These Schedules form part of the Statement of Financial Information Package that is submitted to the Ministry of Community, Sport and Cultural Development under the *Financial Information Act*.

Remuneration Comparative Information from 2018 to 2019:

<u>Year</u>	<u># of Board Members &amp; Alternates Listed</u>	<u>Total Board Remuneration</u>	<u># of Employees Exceeding \$75,000 Remuneration</u>	<u>Total Remuneration for Employees Exceeding \$75,000</u>	<u>Total Remuneration – All Employees (Incl. empl.&gt;\$75k)</u>
2018	*22	\$250,536	30	\$3,231,420	\$8,744,207
2019	16	**\$287,090	35	\$3,764,776	\$9,230,346
<b>Difference</b>	<b>*-8</b>	<b>**\$36,554</b>	<b>***+5</b>	<b>***\$533,356</b>	<b>***\$486,139</b>

### Notes:

\* 2018 was an election year. There was a change in individuals occupying the positions.

\*\*In 2019 the 1/3 non-taxable portion of Board Remuneration was eliminated by the Canada Revenue Agency. A remuneration increase was approved to cover the increased tax and CPP costs due to the legislative changes.

\*\*\* Employee remuneration: The number of employees exceeding the \$75,000 threshold increased by 5.

Total Remuneration for unionized employees increased due to collective agreement lift of 1.5%.

Finance and Information Services Staff provide \$325k in recoverable services to the Okanagan Basin Water Board and OK Sterile Insect Release Corporations, and other services such as GIS to some regional partners.

Amounts over \$25,000 paid to suppliers for goods and services totaled \$14,780,704 in 2019, vs. \$19,929,082 in 2018. In 2018, there was significant spending on capital projects for the wastewater treatment plant outfall project, parks and water systems.

Normally, the Ministry deadline would require that this information be made public by June 30, 2020, however, due to the COVID-19 Pandemic, the deadline has been extended to August 31, 2020.

**Financial Considerations:**

Compliance with legislative requirements under the *Financial Information Act*. Part of the Financial Control System.

**External Implications:** None.

**Alternative Recommendation:** None

***Considerations not applicable to this report:***

- General
- Organizational
- Policy

**Attachment(s):**

- Schedule of Board Remuneration
- Schedule of Employee Remuneration
- Schedule of Payments to Suppliers
- Reconciliations
- Approvals
- Statement of Severance Agreements
- Schedule of Guarantee and Indemnity Agreements

## REGIONAL DISTRICT OF CENTRAL OKANAGAN

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### SCHEDULE OF REMUNERATION AND EXPENSES PAID TO OR ON BEHALF OF EACH BOARD MEMBER FOR THE YEAR 2019

#### ELECTED OFFICIALS (BOARD)

1. NAME	POSITION	REMUNERATION	EXPENSES
Baker, James	Board Member	18,552	696
Basran, Colin	Board Member	18,552	-
Bartyik, Mark	Alternate/Board Member	25,788	14,395
Carson, Wayne	Board Member	25,853	15,490
Dehart, Maxine	Board Member	18,552	-
De Jong, Richard	Board Member	411	-
Findlater, Doug	Board Member	631	76
Fortin, Cindy	Board Member	18,812	745
Given, Gail	Chair	47,878	1,703
Hodge, Charlie	Board Member	18,552	-
Johnston, Stephen	Board Member	18,552	-
Milsom, Gordon	Board Member	18,552	-
Sieben, Brad	Board Member	18,552	-
Singh, Mohini	Alternate	746	-
Stack, Luke	Board Member	18,552	-
Woolridge, Loyal	Board Member	18,552	-
<b>Total for Elected Officials</b>		<b>287,090</b>	<b>33,105</b>

## REGIONAL DISTRICT OF CENTRAL OKANAGAN

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### SCHEDULE OF REMUNERATION AND EXPENSES PAID TO OR ON BEHALF OF EACH EMPLOYEE FOR THE YEAR 2019

#### OTHER EMPLOYEES

#### EMPLOYEES EXCEEDING \$75,000 IN REMUNERATION

NAME	POSITION	REMUNERATION	EXPENSES
Ackerman, Bradley	Manager of Parks & Resource Operations	104,508	1,886
Bains, Manpreet	Senior Electrical Instrumentation Tech	81,494	2,348
Bohn, Ryan	Network & Systems Administrator	81,625	6
Bruneau, Richard	Manager of Information Services	119,348	3,088
Cashin, Todd	Director of Community Services	139,221	7,047
Darlington, Wayne	Manager of Parks Planning, Capital Projects & Visitor Services	105,499	1,182
Dorey, Shane	Public Works Utility Operator	77,027	1,429
Drouin, Mary Jane	Manager of Corporate Services	119,567	656
Dudzik, Danika	Senior Planner	75,417	6,770
Foster, Jodie	Director of Communications & Information Services	123,762	1,425
Griffiths, Corie	Director of Economic Development Commission & Bylaw Services	142,582	12,315
Guiltenane, Gerard	Crime Stoppers Coordinator	77,584	1,840
Hailstone, John	Building Inspector	75,293	857
Hanson, Murray	Parks Senior Operator/Construction & Park Facility Supervisor	81,877	501
Henderson, Andrea	Manager of Human Resources	123,113	411
Hewko, Jayce	Fleet Mechanic	75,868	1,761
Hodson, Isabella	Supervisor of Community Relations and Visitor Services	92,977	3,212
Kopp, Murray	Director of Parks Services	143,247	9,902
Komaika, David	Director of Engineering Services	152,390	2,261
Kotscherofski, Ross	Manager of Fire Services	100,602	9,108
Lambrecht, Angela	Water & Wastewater Process Technologist	88,336	2,675
Mah, Sandra	Park Planner	75,438	648
Mallory, Krista	Business Development Coordinator	75,293	5,906
Mazda, Bryan	Treatment Plant Operator Level III	91,689	2,566
Meersma, Peter	Public Works Utility Operator	89,965	1,569
Merenick, Diane	Chief Bylaw Enforcement Officer	95,262	2,705
Reardon, Brian	Chief Administrative Office/Director of Corporate Services	251,529	5,048
Rilkoff, Marilyn	Director of Financial Services/Deputy CAO	175,913	3,768
Sauter, Donna	Accounting Analyst	82,692	2,599
Smith, Bruce	Communications/Intergovernmental Affairs Officer	100,484	4,567
Teschner, Carol	Manager of Financial Services	147,367	6,521
Trottier, Kevin	Senior Utility Operator	102,347	2,621
Walsh, Christene	Manager of Police & Community Support Services	117,681	4,905
Wannop, Andrew	Treatment Plant Operator Level II	78,233	2,403
Wyman, Michael	Supervisor of Utilities Services	99,547	5,642
<b>* Employees over \$75,000</b>		<b>3,764,776</b>	<b>122,148</b>
<b>Other Employee Salaries Paid</b>		<b>5,465,570</b>	<b>175,225</b>
<b>Total Employee Salaries Paid</b>		<b>9,230,346</b>	<b>297,373</b>

#### Notes:

\* 35 staff over \$75k in 2019 vs 30 staff in 2018

## REGIONAL DISTRICT OF CENTRAL OKANAGAN

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### SCHEDULE OF REMUNERATION AND EXPENSES PAID TO OR ON BEHALF OF EACH EMPLOYEE FOR THE YEAR 2019

#### 3. RECONCILIATION OF EMPLOYEE REMUNERATION

Elected Officials	287,090
Employees	9,230,346
<b>Total Remuneration</b>	<b>9,517,436</b>

#### Reconciling Items

Municipal Pension Plan	702,660
Receiver General	469,540
Great West Life Assurance	397,524
Workers Compensation	298,423
Employer Health Tax	188,111
Medical Services Plan	73,988
Miscellaneous - Year End Accrual change, Other Adj. & Payroll Benefits	208,989
<b>Total</b>	<b>11,856,671</b>

**Total per Statement of Revenue and Expenditures** **11,856,671**

**Variance** **0**

Prepared pursuant to the Financial Information Regulation, Schedule 1, Section 6(2), (3), (4), (5), and (6).



# REGIONAL DISTRICT OF CENTRAL OKANAGAN

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## SCHEDULE OF PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES - 2019

### 1. List of suppliers who received payments exceeding \$25,000

1150188 BC LTD (DBA THE KELOWNA RENOVATION)	77,775.94
1564877 ALBERTA LTD.	357,600.53
FOR LESS DISPOSAL INC	27,210.57
5POINT OPERATIONS INC	33,324.00
ACRES ENTERPRISES LTD	469,847.99
ADVANCED RESEARCH AND DEVELOPMENT CANADA LTD	198,707.04
AECOM CANADA LTD.	60,370.62
ARC RIDGE LTD	82,486.70
ARISE CONTRACTING INC.	126,070.48
ASAHI CONTRACTING LTD	43,685.45
ASPHALT VALLEY SERVICES LTD.	25,709.25
BC HYDRO	429,825.14
BDO CANADA LLP	31,395.00
BELL MOBILITY INC.	70,895.95
BENCH SITE DESIGN INC.	53,461.48
B.G. MACDONALD SERVICES LTD.	82,619.25
BIOMAXX WASTEWATER SOLUTIONS INC.	37,685.97
BLACK PRESS GROUP LTD.	49,270.70
BLUEPOINT CONSTRUCTION LTD	29,939.24
BRAUN VICTORIA (TORY)	53,838.40
BURTON MARINE PILE DRIVING INC.	37,831.50
CABIN FORESTRY SERVICES LTD.	507,481.61
CAPRI INSURANCE - CL	393,498.00
CARO ANALYTICAL SERVICES	27,472.72
CASTANET MEDIA LTD.	26,250.00
CDW CANADA INC	58,255.62
CITYSPACES CONSULTING LTD.	43,204.38
CITY OF KELOWNA	3,329,740.08
COMMUNITY RECREATIONAL INITIATIVES SOCIETY	35,000.04
CUMMING CONSTRUCTION LTD	95,842.56
CITY OF WEST KELOWNA	103,962.86
DELL CANADA INC.	94,793.42
DUKA ENVIRONMENTAL SERVICES LTD	167,060.31
DISTRICT OF LAKE COUNTRY	366,653.51
E-COMM EMERGENCY COMMUNICATIONS FOR	1,069,078.52
ENVIRO WORLD CORPORATION	28,252.35
ENVIRONMENTAL 360 SOLUTIONS LTD	320,902.79
EPS ELECTRIC LTD	36,558.20
ESRI CANADA LTD	49,007.35
FEDERATION OF CANADIAN MUNICIPALITIES	31,796.60
FORTISBC - ELECTRICITY	139,235.59
FORTIS BC - NATURAL GAS	69,091.60
FORD HALL COMPANY INC.	28,867.01
FP TELESET - FRANCO TYP-POSTALIA CANADA	41,843.73
FRED SURRIDGE LTD.	29,170.56
GLOBAL PAYMENTS	66,108.67
GREEN ROOTS PLAY EQUIPMENT INC	73,500.00
GREENSTEP SOLUTIONS INC.	47,533.59
Sub Total	9,659,712.87

## REGIONAL DISTRICT OF CENTRAL OKANAGAN

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### SCHEDULE OF PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES - 2019 Cont'd.

Subtotal Carryforward	9,659,713
GUILLEVIN INTERNATIONAL CIE/CO	190,916.90
INTERIOR TURF EQUIPMENT LTD.	40,215.84
INTERCONTINENTAL TRUCK BODY (BC) INC	191,576.00
INTERIOR PORTABLE RENTALS LTD	40,116.30
IT BLUEPRINT SOLUTIONS CONSULTING INC	73,268.61
KATIM ENTERPRISES LTD	192,229.01
KELOWNA HONDA POWERHOUSE	35,373.61
KIMCO CONTROLS LTD	38,337.59
LEADER MYRNA STARK	45,509.91
LORWAL GOLF & TURF SOLUTIONS INC.	28,022.47
MATICHUK HOLDINGS LTD (DBA THE BATTERY DOCTORS)	219,585.98
MDB INSIGHT INC.	85,884.13
METRO MOTORS LTD.	68,940.48
MIKE VAIL TRUCKING LTD	645,199.16
MINISTER OF FINANCE - POLICE SERVICES DIVISION	47,523.66
MUNICIPAL MEDIA INC	30,967.13
O.K. ENVIRONMENTAL WASTE SYSTEMS LTD.	281,032.83
OMEGA COMMUNICATIONS LTD	122,493.58
PETRO-CANADA SUPERPASS	132,775.72
PLAN B CONTRACTORS INC	86,587.30
PLANET CLEAN KELOWNA	55,680.18
RAMTECH ENVIRONMENTAL PRODUCTS	33,684.54
SUCK IT UP ENVIRONMENTAL LTD	170,375.64
RICOH CANADA INC.	52,906.47
RITE-WAY FENCING (2000) INC.	188,632.38
R&L CONSTRUCTION LTD	253,538.95
ROCKY MOUNTAIN PHOENIX	103,095.59
RUNNALLS DENBY BC LAND SURVEYORS	43,440.50
SCHWING BIOSET INC.	48,670.45
SCV CONTRACTORS CORPORATION	47,948.82
SIERRA LANDSCAPING LTD	113,066.17
SOCIOLOGICA TECHNOLOGY LTD.	73,437.00
SPARTAN CONTROLS LTD	54,164.46
SU CASA SUSTAINABLE LANDSCAPING LTD.	27,308.10
TAKAI ADVISORY GROUP INC.	31,043.46
TELUS COMMUNICATIONS (B.C.) INC.	67,298.67
TELUS COMMUNICATIONS INC C/O TELUS SERVICES INC.	82,578.26
THE DISTRICT OF PEACHLAND	40,332.96
THE INTERIOR PURCHASING OFFICE INC.	138,191.94
THOMPSON OKANAGAN TOURISM ASSOCIATION	30,663.66
TOMAU HOLDINGS LTD	34,353.84
URBAN SYSTEMS LTD	63,756.11
VADIM COMPUTER MGMT GROUP	121,910.78
VWR INTERNATIONAL CO.	32,491.34
WASTE CONNECTIONS CANADA INC	115,420.00
WASTE 'N WATER TECH LTD.	34,554.73
WASTE MANAGEMENT OF CANADA CORP	252,531.01
WATERHOUSE ENVIRONMENTAL SERVICES	121,162.96
WESCO DISTRIBUTION-CANADA LP	35,536.93
YOUNG ANDERSON BARRISTERS & SOLICITORS	56,659.00
TOTAL	<b>14,780,704</b>

# REGIONAL DISTRICT OF CENTRAL OKANAGAN

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## SCHEDULE OF PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES - 2019

<b>2</b>	<b>Consolidated total paid to suppliers who received aggregate payment of \$25,000 or less</b>		<b>3,007,388</b>
<b>3</b>	<b>Total of payments to suppliers for grants and contributions exceeding \$25,000</b>		
	Grants exceeding \$25,000:		
	B.C. SPCA	92,000	
	Central Okanagan Community Gardens Society	27,171	
	Friends of Fintry	39,000	
	Okanagan Film Commission	<u>150,000</u>	
	Consolidated total of grants exceeding \$25,000		308,171
	Contributions exceeding \$25,000:		
	City of West Kelowna	43,579	
	District of Lake Country	55,000	
	Okanagan Basin Water Board	2,361,950	
	Okanagan-Kootenay Sterile Insect Release Board	1,476,527	
	Okanagan Regional Library District	<u>312,460</u>	
	Consolidated total of contributions exceeding \$25,000		<u>4,249,516</u>
	<b>Consolidated total of all grants and contributions exceeding \$25,000</b>		<b>4,557,687</b>
<b>4</b>	<b>Reconciliation</b>		
	<b>Total per Statement of Revenue and Expenditures</b>		
	Expenditure by Object from Financial Statements	51,880,456	
	Wages & Benefits	(11,856,671)	
	Board Expenses	(33,105)	
	Employee Expenses	(297,373)	
	Amortization	(3,931,605)	
	Fiscal Services	(19,147,525)	
	Other Items (landfill liability, insurance reserve, etc.)	<u>633,066</u>	
	Net for reconciliation		<u><b>17,247,243</b></u>
	Total of payments exceeding \$25,000 (Note: both capital & operating)		14,780,704
	Total of payments \$25,000 or less		3,007,388
	Total of grants and contributions exceeding \$25,000		4,557,687
	Reconciling items:		
	2018 payables		(4,295,715)
	2019 payables		4,187,531
	2018 prepaids		432,133
	2019 prepaids		(520,345)
	Capital Additions		(3,741,562)
	Variance made up of refunds, government remittances and items that do not get expensed.		<u>(1,160,578)</u>
	<b>Total</b>		<u><b>17,247,243</b></u>
	<b>Total per Statement of Revenue and Expenditures</b>		<b>17,247,243</b>
	<b>Variance</b>		<b>0</b>

**REGIONAL DISTRICT OF CENTRAL OKANAGAN  
STATEMENTS OF FINANCIAL INFORMATION**

Page 7

**APPROVAL**

The undersigned, as authorized by the Financial Information Regulation, Schedule 1, subsection 9(2), approves all the statements and schedules included in this Statement of Financial Information, produced under the Financial Information Act.



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Marilyn Rilkoff, CPA CMA  
Director of Financial Services  
20-Jul-20

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on behalf of the RDCO Board  
Gail Given,  
RDCO Board Chair  
27-Jul-20

Prepared pursuant to the Financial Information Regulation, Schedule 1, Section 9

**REGIONAL DISTRICT OF CENTRAL OKANAGAN  
STATEMENTS OF FINANCIAL INFORMATION**

Page 8

**STATEMENT OF SEVERANCE AGREEMENTS MADE DURING THE FISCAL YEAR 2019**

There were no severance agreements between the Regional District of Central Okanagan and its non-unionized employees during fiscal year 2019.

Prepared under the Financial Information Regulation, Schedule 1, subsection 6(7).

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

**REGIONAL DISTRICT OF CENTRAL OKANAGAN  
STATEMENTS OF FINANCIAL INFORMATION**

Page 9

**SCHEDULE OF GUARANTEES AND INDEMNITIES AT DECEMBER 31, 2019**

The Regional District of Central Okanagan has not given any guarantees or indemnities under the Guarantees and Indemnities Regulation.

Prepared pursuant to the Financial Information Regulation, Schedule 1, Section 5



# Regional Board Report

**TO:** Regional Board

**FROM:** Todd Cashin  
Director of Community Services

**DATE:** August 24, 2020

**SUBJECT:** Agricultural Land Commission Application (A-20-02)  
955867 BC Ltd. c/o D. Garcha (owner/applicant)  
4980 Trepanier Road, Central Okanagan West Electoral Area

**Voting Entitlement:** *All Directors – Unweighted Corporate Vote – Simple Majority - LGA 208.1*

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**Purpose:** To obtain Agricultural Land Commission approval for the unauthorized placement of fill and proposed fill placement activities.

## **Executive Summary:**

The applicant is proposing a cherry orchard at the subject property on lands within the Agricultural Land Reserve. Under the current application, the applicant is requesting approval for the existing unauthorized placement of fill as well as additional proposed fill activities.

The Agricultural Land Commission has required that the owner submit a non-farm use application prior to any additional soil or fill placement activities. Concerns regarding the fill placement were initially raised by neighbouring residents within the community. Additional concerns have been raised regarding increased truck traffic, dust mitigation, agricultural runoff and drainage, and potential impacts to Trepanier Creek.

## **RECOMMENDATION:**

**THAT** the Regional Board conditionally support Agricultural Land Commission Application A-20-02, applicant D. Garcha, to allow a non-farm use to occur within the Agricultural Land Reserve pursuant to Section 20.3 of the *Agricultural Land Commission Act*, on part of the following property: Lot 1, District Lots 911 and 1311, ODYD, Plan KAP48672;

**AND THAT** the Regional Board recommends the Agricultural Land Commission ensure:

- A professional agrologist is retained to monitor the orchard development process;
- A detailed site drainage, erosion, and sediment control plan is required to protect the sensitive nature of the Trepanier Creek gully and associated riparian area;
- Submission of a detailed dust mitigation plan;

- Submission of a trucking route plan ensuring safe traffic movements onto Trepanier Road;
- Removal of all fill located outside of the ALR portion of the parcel;
- All future soil and fill materials are restricted to and contained within the ALR portion of the property;
- Fencing is located only along the ALR boundary of the parcel; and,
- Consideration is given early in the approval process regarding future farm worker housing needs, buildings, site coverage, and residential footprints.

**AND FURTHER THAT** staff be directed to forward the subject application to the Agricultural Land Commission for consideration.

Respectfully Submitted:



Todd Cashin  
Director of Community Services

Approved for Board's Consideration



M. Rilko, Deputy CAO

*Prepared by: Brittany Lange, Environmental Planner*

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### Implications of Recommendation:

Policy:	Conditional Support of the Agricultural Land Reserve non-farm use application complies with: <ul style="list-style-type: none"> <li>• Regional Growth Strategy Bylaw No. 1336</li> <li>• Brent Road / Trepanier Official Community Plan Bylaw No. 1303</li> </ul>
Legal/Statutory Authority:	Conditional Support of the Agricultural Land Reserve non-farm use application complies with: <ul style="list-style-type: none"> <li>• Section 20.3 and 34.4 of the <i>Agricultural Land Commission Act</i></li> <li>• Section 35 of the Agricultural Land Reserve Use Regulation</li> </ul>

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### History:

The subject property is located partially within the Agricultural Land Reserve (ALR) where land uses are regulated by the Provincial Agricultural Land Commission (ALC).

The parcel remains vacant following the 2012 Trepanier/Peachland wildfire, and is surrounded by ALR land and rural residential to the west, Crown land and Trepanier Creek to the south, and the District of Peachland jurisdictional boundaries directly to the east.

The Regional District has reviewed a previous application to the ALC regarding the subject property to exclude the parcel from the ALR (File: A-13-01). This application was not supported by the Regional Board and subsequently not approved by the ALC. Furthermore, the RDCO has received land use applications pertaining to rezoning in order to facilitate the subdivision of the non-ALR portion of the parcel (File: Z17/07).



The rezoning application was subsequently withdrawn and the applicant has since applied for a 2-lot subdivision, currently in process through the Ministry of Transportation and Infrastructure. It is RDCO staffs understanding that the preliminary subdivision layout was originally approved by the ALC in 1993.

As per the October 23, 2013 agrologist report submitted with the application, the last remnants of agriculture were grape vines that were removed sometime in the 1980's. A house and farm building existed on the subject property until they were destroyed in the Peachland wildfire in 2012.

While it is evident that the Trepanier wildfire of 2012 damaged a significant portion of the property, the agrologist report provided by the applicant appears to conclude that crops can be grown on the land under good management conditions.

### **Background:**

In October 2019, RDCO staff received complaints that several truckloads of fill were being placed on the subject property and causing disturbance within the community. As such, RDCO staff notified the Agricultural Land Commission (ALC) of the unauthorized placement of fill.

During a site visit in November 2019, RDCO and ALC staff met with the property owner to discuss possible solutions. Subsequently, the ALC advised the property owner of three options to remedy the situation (see attached ALC letter dated December 10, 2019).

In March of 2020, the applicant submitted a Notice of Intent (NOI) to place fill on land (ALC File No. 60681). This application was subsequently refused by the ALC on June 23, 2020 due to the substantial amount of fill already placed on the property. The ALC advised that NOI approval could not be given retroactively, as such, the owner was advised to submit a non-farm use application for soil or fill placement (see attached ALC letter dated June 23, 2020).

### **Proposal:**

The property owner rationalizes that approximately 50,000m<sup>3</sup> of fill is needed to improve the agricultural capability of the land. Fill is proposed to a maximum depth of 5 metres and will be placed over a one and a half year time period. Furthermore, the applicant has purchased and intends to plant approximately 7,000 cherry trees at the subject property.

### **ALR Use Regulation:**

The *Agricultural Land Commission Act* (ALCA) and its regulations govern fill placement or soil or aggregate removal within the ALR. Though many concepts contained in the ALCA and its regulations are unchanged from the past, there have been significant changes in relation to fill placement, soil removal, and aggregate removal as of February 22, 2019.

Anyone who intends to place fill on land in the ALR or to remove soil or aggregate from land in the ALR must comply with the ALCA and its regulations.

It is RDCO staffs understanding that the proposal does not meet the ALCA, as such authorization from the Province is required for the proposed soil or fill placement activities.

### **Brent Road / Trepanier Official Community Plan Bylaw No. 1303:**

- Objective No. 2: Support the development, improvement, and expansion of agricultural activities.

- Objective No. 3: Support the preservation of the agricultural land base.
- Policy No. 7: Support the Agricultural Land Commission in maintaining the integrity of suitable agricultural land.

### **Regional Growth Strategy Bylaw No. 1336:**

The Central Okanagan has strong agricultural roots and this sector has been important in defining the region and its growth pattern. With changes in population, pressures of development, increased climate impacts, water pressures, and more focus on local food production for sustainability, these changes have raised more awareness on food systems from cultivating and planting to consumption to the compost heap, and back again.

Today, food policies appear on the agenda of dozens of municipal governments across North America and beyond. Future planning can help ensure food systems are adequately addressed in growth management decisions. The RGS goal of 'Our Food' is to support a regional food system that is healthy, resilient and sustainable. Further, the following policies are applicable:

- Policy No. 3.2.5.7: Protect the supply of agricultural land and promote agricultural viability.

### **Site Context:**

It is noted that the lower approximate one-third portion of the property in proximity to Trepanier Creek is not within the ALR. The property is located within the Brent Road / Trepanier Official Community Plan and is affected by Sensitive Terrestrial, Wildfire, and Hillside Development Permit (DP) Areas.

### **Additional Information:**

<b>Owners/Applicants:</b>	955867 BC Ltd. (Devinder Garcha, Harpreet Nagara, and Iqbal Saran) c/o D. Garcha
<b>Legal Description:</b>	Lot 1, District Lots 911 and 1311, ODYD, Plan KAP48672
<b>Address:</b>	4980 Trepanier Road
<b>Lot Size:</b>	+/- 12.8 ha (31.7 acres)
<b>Zoning:</b>	A1 Agricultural
<b>OCP Designation:</b>	Agriculture
<b>Water Purveyor:</b>	Trepanier Ditch Water Users Community
<b>Existing Use:</b>	Vacant
<b>Surrounding Uses:</b>	<b>North:</b> Trepanier Road / Rural Residential <b>South:</b> Crown land / Trepanier Creek <b>East:</b> District of Peachland / Rural Residential <b>West:</b> Crown land / Rural Residential / Star Place Park
<b>A.L.R.:</b>	Partially within the A.L.R. (approx. 22 acres)
<b>Fire Protection:</b>	Not within a fire protection area

### **RDCO TECHNICAL COMMENTS:**

**Agricultural Advisory Commission** recommends support for the application as presented with the condition that an agrologist monitors the fill placement process.

**Advisory Planning Commission** recommends support for the application as presented.

**Environmental Advisory Commission** recommends conditional support for the application with the following conditions:

- Requirement of an erosion and sediment control plan to prevent agricultural runoff and potential impacts to Trepanier Creek;
- Requirement of a detailed drainage plan that includes surface water flows and proposed catchments;
- Clarification on the amount of fill required to level the property and what the proposed final grades will be; and,
- All soil or fill materials must be approved by a professional agrologist prior to the materials being placed on the property.

**Parks Services** staff advise that Star Park, an RDCO Central Okanagan West Community park, is located directly west of the subject property. Furthermore, the Trepanier Creek Greenway Regional Park is located on the west bank of Trepanier Creek, approximately 90 metres southwest of the subject property.

Parks Services staff further note that existing drainage on the property follows the natural topography heading over the top of bank and down towards Trepanier Creek. Given this, the natural drainage channel should be left undisturbed by the placement of fill materials and future irrigation of the cherry orchard.

**Environmental Services** staff advise that there is a current subdivision application in process for the subject property (MOTI File: 2018-02515 / RDCO File: 18/5569). The Regional District requires an Environmental Impact Assessment and Development Permit approval before the subdivision application can move forward.

### **AGENCY REFERRAL COMMENTS:**

**District of Peachland** Council responded to the RDCO ALC referral application with the following recommendations:

- That the ALC require the applicant to submit a trucking route plan that specifies all truck traffic be directed entirely and strictly outside the District of Peachland;
- That the ALC require a detailed dust mitigation plan as a condition prior to any additional soil deposition; and,
- That a sediment and erosion control plan be required to prevent potential environmental impacts on Trepanier Creek.

**Westbank First Nation** has requested a 45-day extension to provide comments to the Agricultural Land Commission for their consideration. Furthermore, Westbank First Nation staff advised that the referral would be submitted to Chief and Council for review on August 24, 2020.

**Ministry of Agriculture** staff provides the following comments for consideration:

- The parcel is located within the Agricultural Land Reserve (ALR), a provincial zone in which agriculture is recognized as a priority use; where farming is encouraged, and non-agricultural uses are restricted.
- The Agrology Report indicated that the level of stoniness makes the land difficult to work and that, while stone removal has taken place in the past to improve the site for agriculture, further stone removal needs to take place to make the farm more workable.
- The addition of organic matter would enhance water holding capacity and soil fertility.
- The placement of large amounts of fill as a method of addressing stoniness issues, soil fertility or water holding capacity is not a common management practice in developing cherry orchards.

**Ministry of Transportation and Infrastructure** staff received a 2-lot subdivision application for the subject property in May 2018 and preliminary approval was granted December 2018. An extension request was received in December 2019 and the current expiry date is December 2020.

**Ministry of Forests, Lands, Natural Resources, and Rural Development – Archaeology Branch** advises that modelling for the area indicates a high potential for previously unidentified archaeological sites to exist on the property. As such, Provincial Archaeology Branch staff strongly recommend the applicant engage an eligible consulting archaeologist prior to any land-altering activities

**Ministry of Forests, Lands, Natural Resources, and Rural Development – Ecosystems Branch** advises that according to records for the area, critical habitat exists for Great Basin Gophersnake and Western Rattlesnake at the subject property. As such, the property has high conservation ranking and Ecosystems staff are recommending the application for soil placement not be approved.

**Ministry of Forests, Lands, Natural Resources, and Rural Development – Okanagan / Shuswap Lands Branch** advises that any fill placement on or beyond the present natural boundary of Trepanier Creek requires a *Water Sustainability Act* application to remove the fill.

**Interior Health Authority** advises noted that without information on the composition of the fill material, it is difficult to do a thorough risk assessment for potential human health impacts through water, soil, or air. A search through available databases did not show drinking water wells, recreation, or other public uses nearby that would indicate a direct impact to public health.

**BC Hydro** advises that there are overhead works in this area which may be affected by the proposed development as well as the provision of appropriate land rights were required. The applicant is requested to contact BC Hydro to make arrangements for this.

**Unaffected Agencies** include District of Lake Country, City of West Kelowna, Shaw Cable, Telus, and FortisBC.

**Unaffected RDCO Departments** include Fire Services and Inspection Services.

### **Financial Considerations:**

As per the Agricultural Land Commission Fee Schedule, the Regional District of Central Okanagan has received \$300.00 in application fees to process this referral.

### **External Implications:**

Development Applications Procedures Bylaw No. 944 does not apply. The applicant is subject to meeting the notification requirements of the ALC; however, public notification is not required.

### **Alternative Recommendation:**

**THAT** the Regional Board NOT support application A-20-02, applicant D. Garcha, to allow a non-farm use to occur within the Agricultural Land Reserve;

**AND THAT** the Regional Board directs staff to NOT forward the subject application to the Agricultural Land Commission.

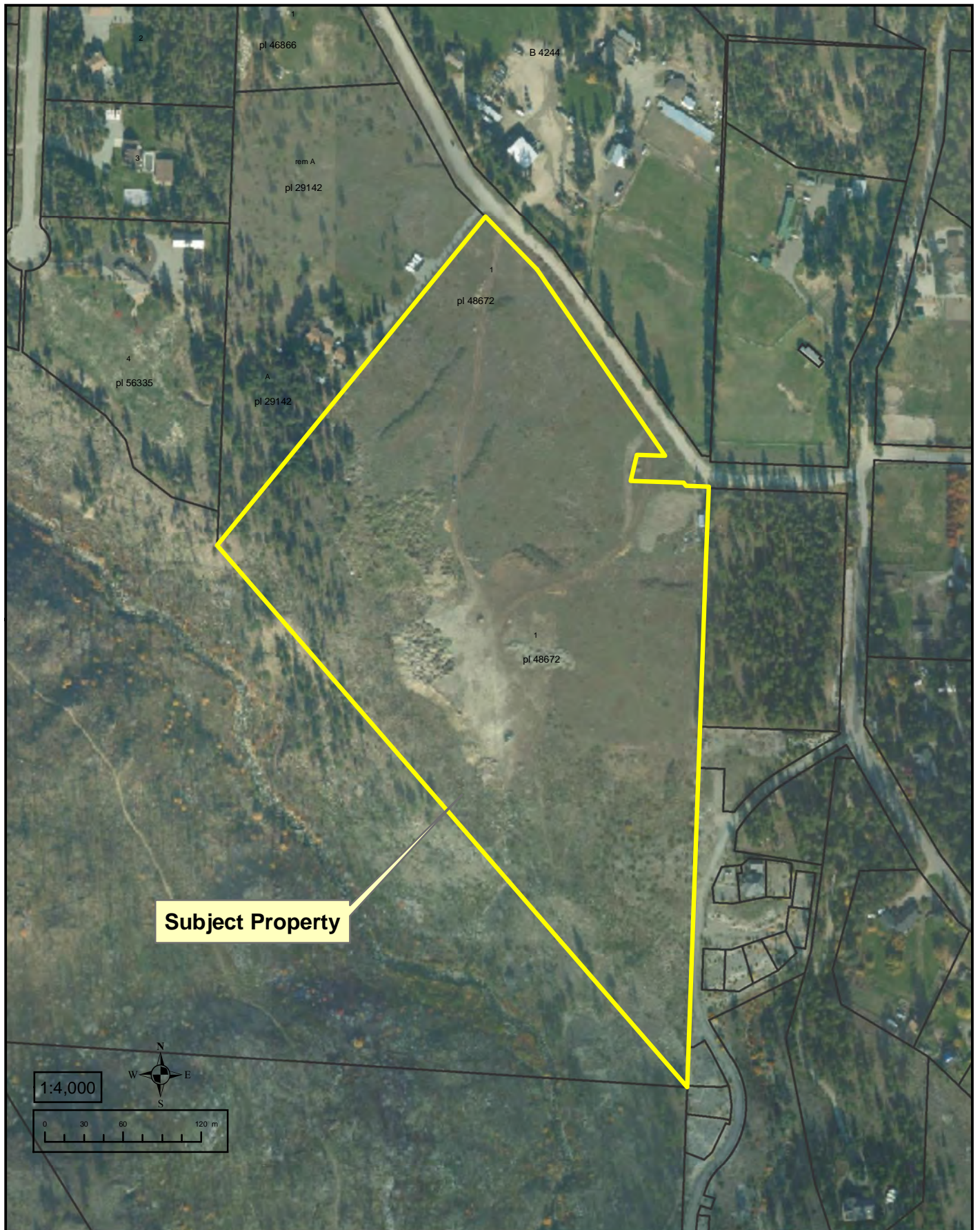
***Considerations not applicable to this report:***

- *Strategic Plan*
- *General*
- *Organizational*

**Attachment(s):**

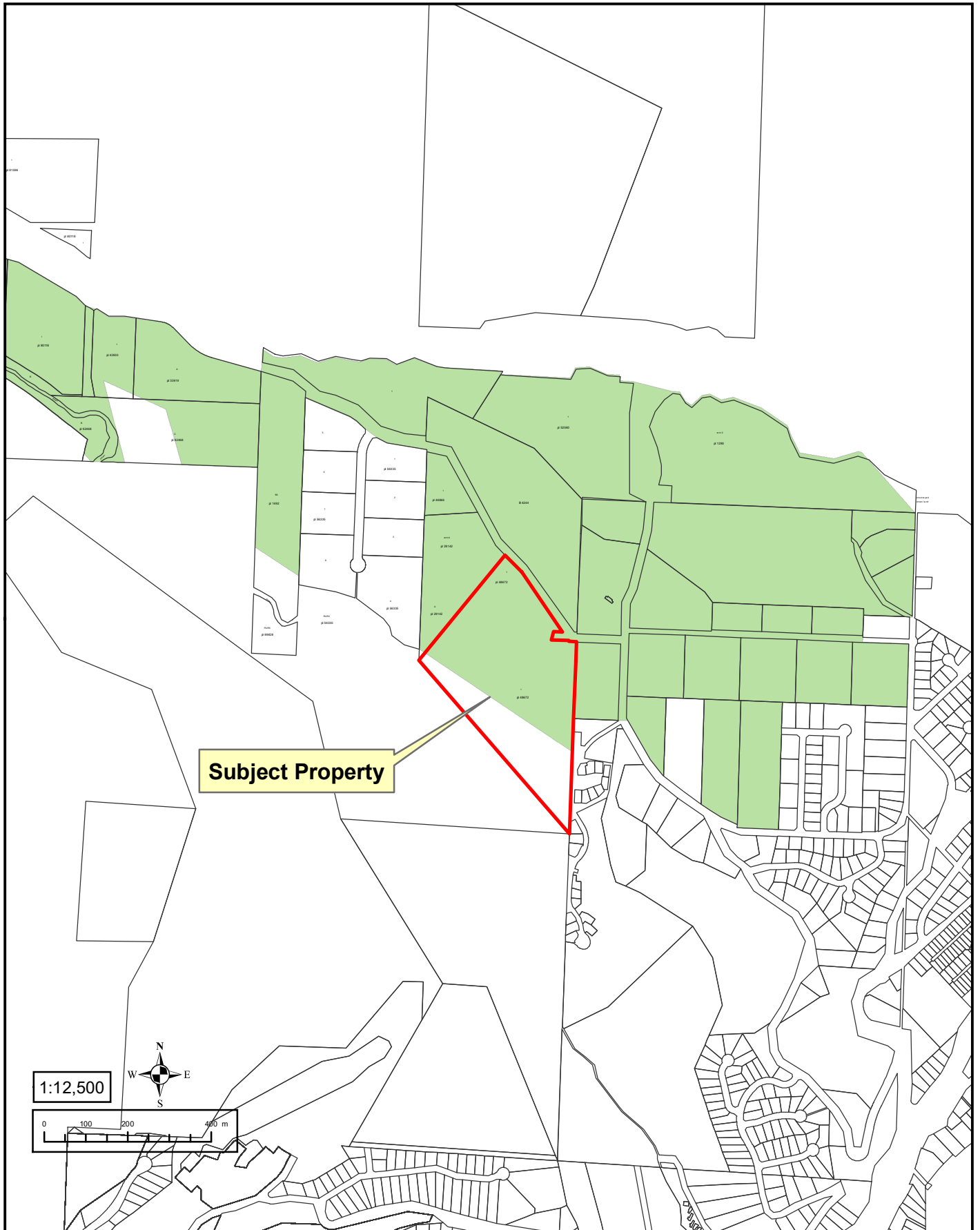
- RDCO Maps: Orthophoto, ALR
- ALC Application
- Applicant Rational for Non-Farm Use Application
- Site Plan, Cross Sectional Drawings, and Topographic Survey
- October 23, 2013 Agrology Report
- ALC Letter dated December 10, 2019
- ALC Letter dated June 23, 2020

# ORTHOPHOTO





# ALR MAP



# Provincial Agricultural Land Commission - Applicant Submission

**Application ID:** 61002

**Application Status:** Under LG Review

**Applicant:** DEVINDER GARCHA

**Agent:** DEVINDER GARCHA

**Local Government:** Central Okanagan Regional District

**Local Government Date of Receipt:** 07/01/2020

**ALC Date of Receipt:** This application has not been submitted to ALC yet.

**Proposal Type:** Non-Farm Use (Placement of Fill)

**Proposal:** create suitable land for cherry orchard and contain/control irrigation water run off

## Agent Information

**Agent:** DEVINDER GARCHA

**Mailing Address:**

2640 MCKENZIE ST

PENTICTON, BC

V2A 6H7

Canada

**Primary Phone:** (250) 487-8966

**Email:** devindergarcha64@gmail.com

## Parcel Information

### Parcel(s) Under Application

1. **Ownership Type:** Fee Simple

**Parcel Identifier:** 018-026-915

**Legal Description:** LOT 1 DISTRICT LOTS 911 & 1311 OSOYOOS DIVISION YALE  
DISTRICT PL KAP48672

**Parcel Area:** 12.8 ha

**Civic Address:** 4980 Trepanier road Peachland BC

**Date of Purchase:** 11/30/2012

**Farm Classification:** Yes

#### Owners

1. **Name:** DEVINDER GARCHA

**Address:**

2640 MCKENZIE ST

PENTICTON, BC

V2A 6H7

Canada

**Phone:** (250) 487-8966

**Email:** devindergarcha64@gmail.com

---



## Current Use of Parcels Under Application

### 1. Quantify and describe in detail all agriculture that currently takes place on the parcel(s).

*none - as per submitted reports the soils do not sustain any crop growth and is all rock*

### 2. Quantify and describe in detail all agricultural improvements made to the parcel(s).

*started grading land and placing fill in order to create land to use for cherry orchard - need to place more fill in order to grow as well as to contain/control irrigation water run off*

### 3. Quantify and describe all non-agricultural uses that currently take place on the parcel(s).

*none*

## Adjacent Land Uses

### North

**Land Use Type:** Unused

**Specify Activity:** city property

### East

**Land Use Type:** Unused

**Specify Activity:** riparian zone/ creek ravine

### South

**Land Use Type:** Residential

**Specify Activity:** house with bare land

### West

**Land Use Type:** Residential

**Specify Activity:** house with bare land

## Proposal

### 1. Are you submitting this application as a follow-up to a Notice of Intent (NOI)?

*No*

### 2. What is the purpose of the proposal? Describe any benefits to agriculture that the proposal provides.

*create suitable land for cherry orchard and contain/control irrigation water run off*

### 3. Proposal dimensions

**Total fill placement area (to one decimal place)** *12.8 ha*

**Maximum depth of material to be placed as fill** *5 m*

**Volume of material to be placed as fill** *50000 m<sup>3</sup>*

**Estimated duration of the project.** *1 Years 6 Months*

### 4. Has a Professional Agrologist reviewed the project and provided a written report? If yes, please attach the Professional Agrologist report in the "Upload Attachments" section.

Yes

**5. What alternative measures have you attempted before proposing to place fill?**

*grading existing materials - all rock  
not enough to grade site*

**6. Describe the type of fill proposed to be placed.**

*clay / dirt / gravel / top soils*

**7. Briefly describe the origin and quality of fill. Has the fill been assessed by a qualified professional to verify its agricultural suitability? If yes, please attach the assessment report in the "Upload Attachments" section.**

*native fill from development excavations*

**8. Describe the type of equipment to be used for the placement of fill. If applicable, describe any processing to take place on the parcel(s) and the equipment to be used.**

*excavator / dozer / packer / dump trucks / water trucks*

**9. What steps will be taken to reduce potential negative impacts on surrounding agricultural lands?**

*dust control*

**10. Describe all proposed reclamation measures. If a reclamation plan from a qualified professional is available, please summarize the reclamation and attach the full plan in the "Upload Attachments" section.**

*all lands will be cherry orchard*

## **Applicant Attachments**

- Agent Agreement - DEVINDER GARCHA
- Agrologists Report - 61002
- Proposal Sketch - 61002
- Site Plan / Cross Section - 61002
- Certificate of Title - 018-026-915

## **ALC Attachments**

None.

## **Decisions**

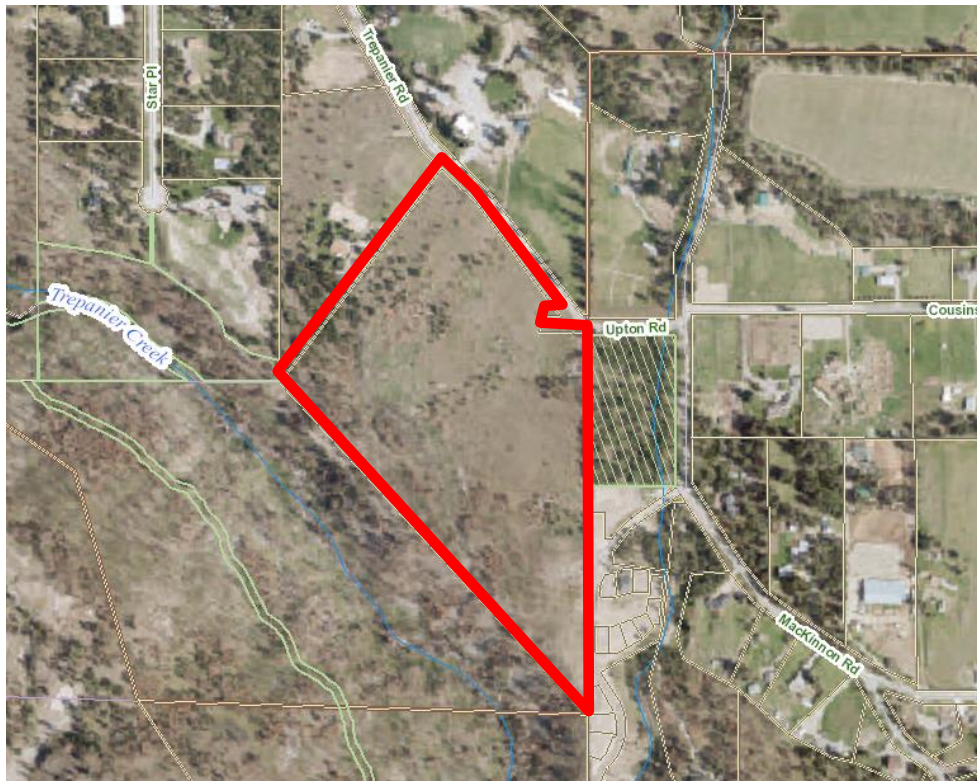
None.

# Application for Non-Farm Use

4980 Trepanier Rd

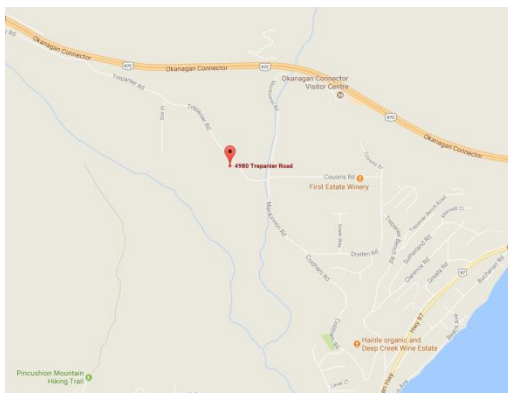
## Introduction

This application is intended to address the ALC letter dated Dec 10<sup>th</sup>, 2019 regarding unauthorized fill that was placed on the property without ALC or RDCO approval. Within the ALC letter, the owner was presented with possible options to remediate the situation. Of the options presented, the owner opted to choose Option 1, which was to make a non-farm use application by Feb 20, 2020.

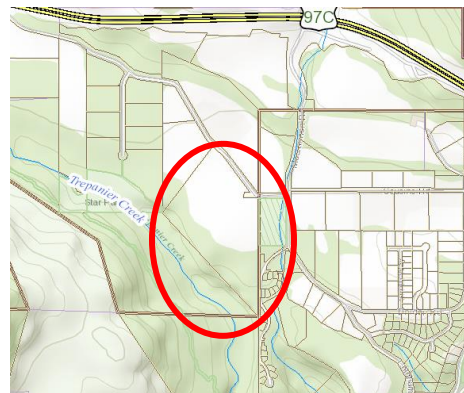


## Site Context and Land Use

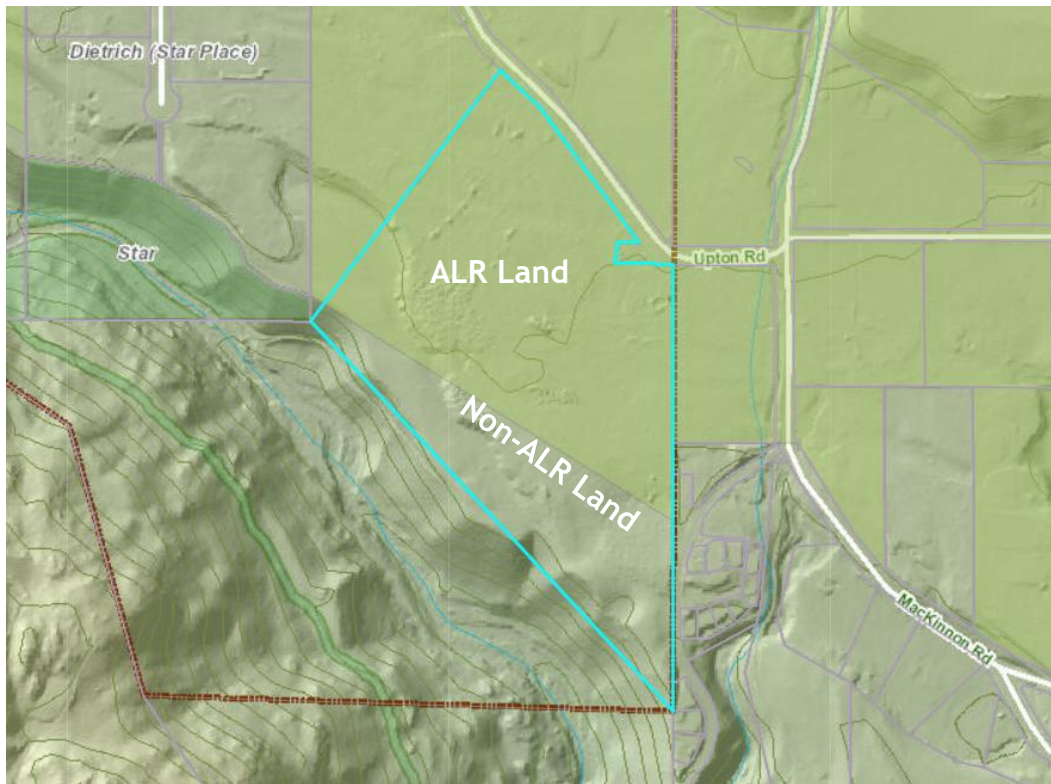
The subject site consists of an estimated 12.8ha, with the northern portion of the site lying within the ALR.



**Site Location**  
Source: Google Map

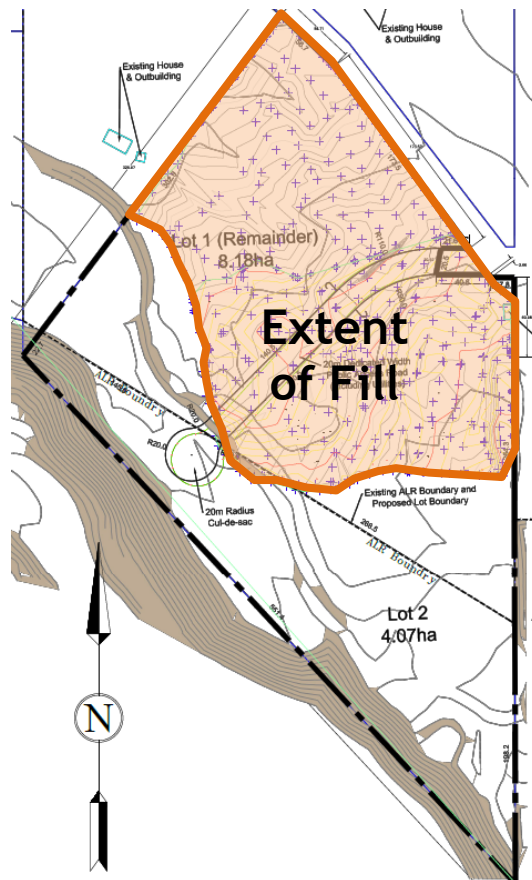


**Site Context**  
Source: RDCO



## Fill Placement and Cherry Production Goals

In 2019, roughly 8500m<sup>3</sup> of fill was placed on the site within the ALR portion. The fill is of good quality, coming from various sources within West Kelowna and Peachland. The soil is expected to hold water much better than the pre-existing rocky and uneven soils. The owner plans to plant cherry trees within this area, which dictated the need for additional fill and topsoil. Unfortunately, the proper permitting process for the placement of fill on ALR land was not followed during this process.



## Preexisting Agricultural Capability

In Oct of 2013, the owner hired James Calissi, B.Sc, M.Sc., P.Ag. to conduct an Agricultural Classification Assessment Report to better understand the agricultural potential for the land. Mr. Calissi found that the agricultural capability of the land varies from Class 4 to Class 5, which he defines as:

*"Class 4 lands have limitations which make it suitable only for a few crops or the yield for a wide range of crops is low, or the risk of crop failure is high, or the soil conditions are such that special development and management practices are required. Land in this class has limitations that require special management practices or severely restrict the range of crops, or both."*

*"Class 5 lands have limitations that restrict its capability of producing perennial forage or other specially adapted crops. Class 5 lands can be used for cultivated field crops provided unusually intensive management is employed and/or the crop is particularly adapted to the conditions. Land in this class has limitations that restrict its capability to producing perennial forage crops or other specially adapted crops. "*

The report also outlines that:

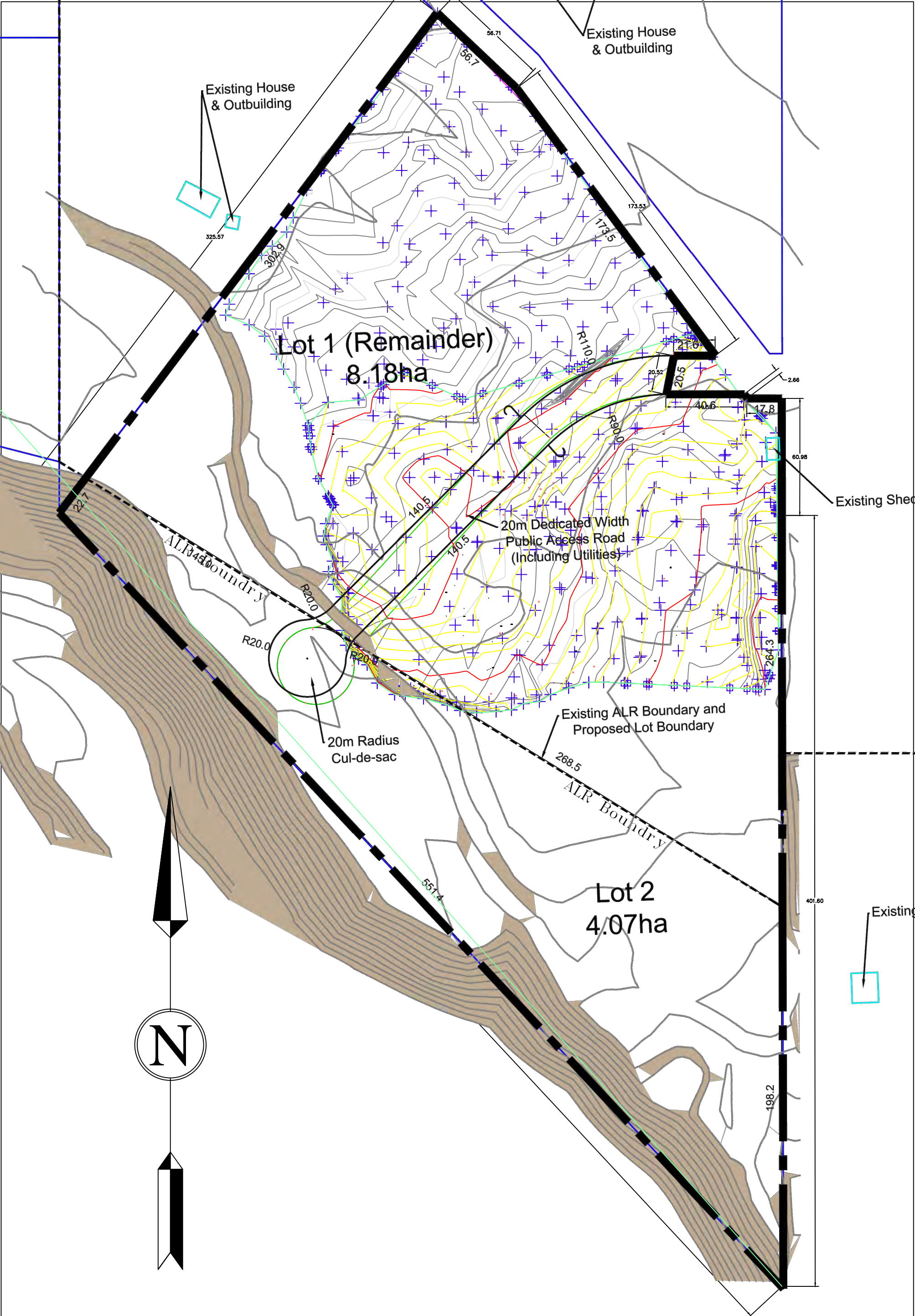
*"The land is difficult to work due to the large amount of stone content. Previous owners have removed large amounts of stone from the land, but more stone needs to be removed to make the farm more workable. The soils are sandy by nature, with low cation exchange capacity and low soil fertility."*

Given this feedback, the owner desires to improve the soil profile and agricultural capability of the land prior to planting cherries. The additional fill contains less rock, more organic content, and helps level the site. This will greatly improve the agricultural productivity and potential cherry yields.

## Conclusion

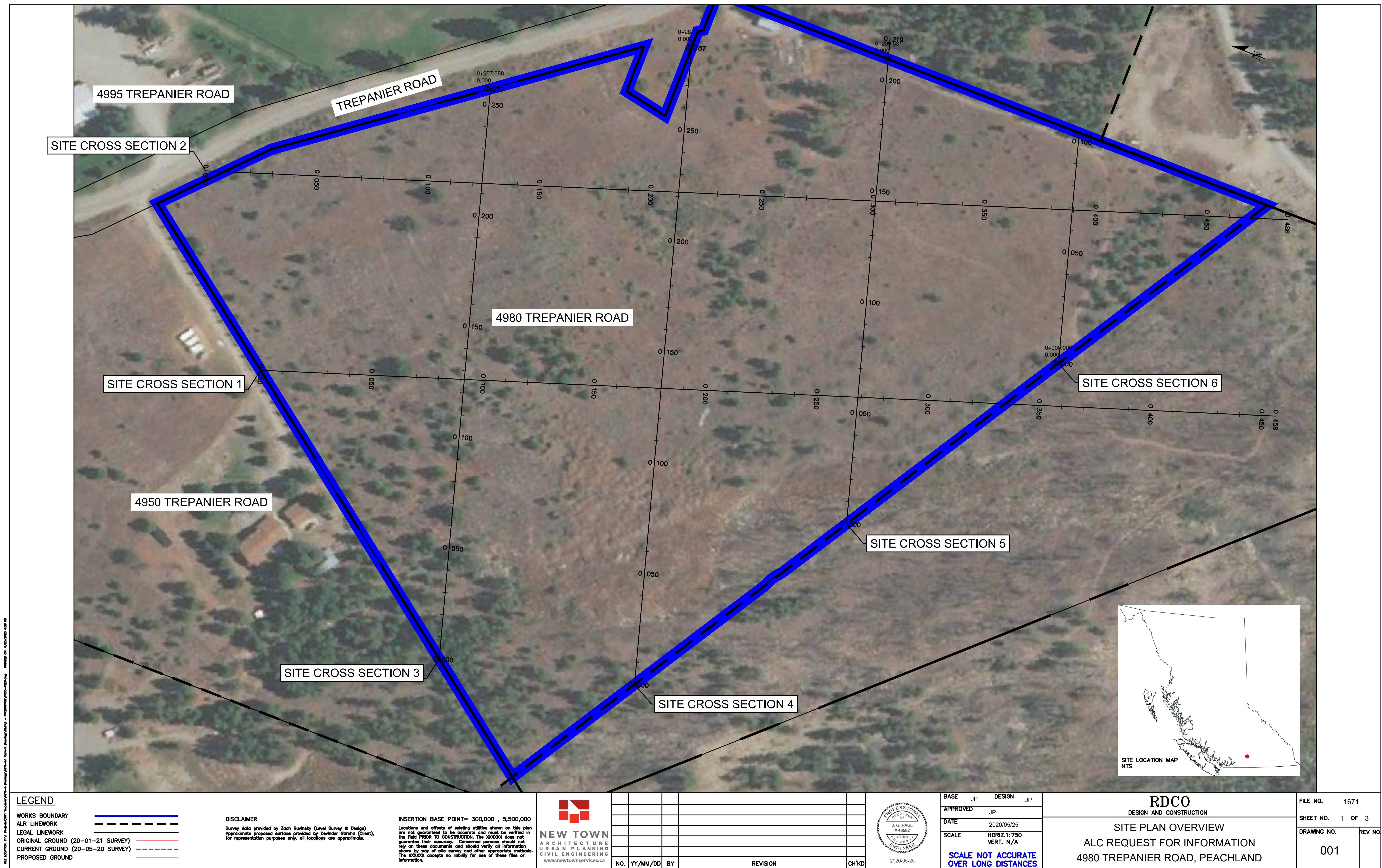
The owner kindly requests support from both the RDCO and the ALC to accept the fill that has been placed on the site. Even though this is a "non-farm use" application, the fill was always intended to support and enhance the agricultural capability of the site. The owner would also like to take this opportunity to apologize for their misunderstanding of the Farm Practices Protection (Right to Farm) Act, and their failure to comply with the necessary permitting and approval process to place the fill.





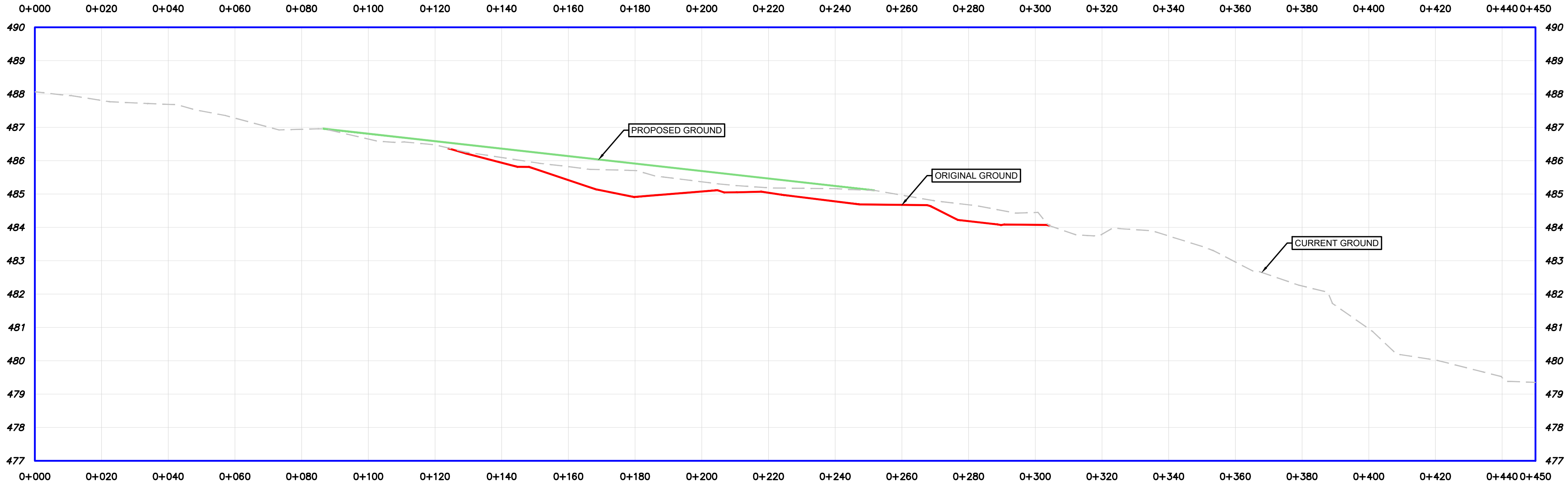
					DRAWN Zach Ruvinsky	LEVEL SURVEY AND DESIGN  TOPO TREPANIER RD LOT 1 DISTRICT LOT 911 AND 1311 OSOYOOS DIVISION YALE DISTRICT PLAN KAP48672	DIVISION	
					DESIGN			
					APPROVED			
					DATE Jan. 21, 2020			
					SCALE HORIZ. VERT.			
NO.	DATE	BY	REVISION	CH'KD	Scale Bar		DRAWING NO.	REV. NO.
							1002	1



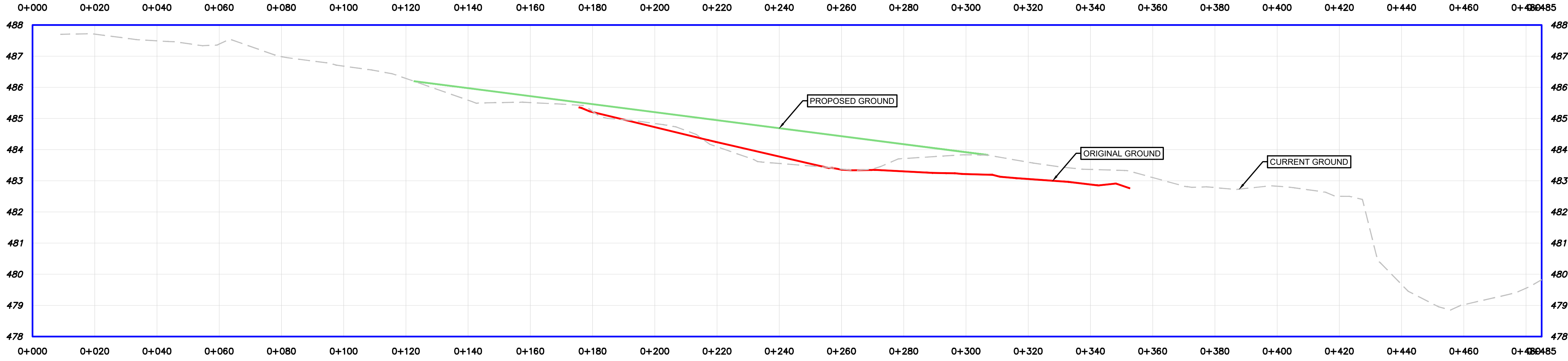




ALIGNMENT: CROSS SECTION 1



ALIGNMENT: CROSS SECTION 2



FILE LOCATION: P:\Projects\1671\_Trepanier\1671-1\_Drawing\1671-1\_Production\1671-1-02.dwg PRINTED ON: 5/29/2020 3:24 PM

LEGEND

- WORKS BOUNDARY
- ALR LINEWORK
- LEGAL LINEWORK
- ORIGINAL GROUND (20-01-21 SURVEY)
- CURRENT GROUND (20-05-20 SURVEY)
- PROPOSED GROUND

DISCLAIMER  
Survey data provided by Zach Ruvinsky (Level Survey & Design)  
Approximate proposed surface provided by Devinder Garcha (Client),  
for representation purposes only, all locations are approximate.

INSERTION BASE POINT= 300,000 , 5,500,000  
Locations and offsets of existing utilities shown on this plan  
are not guaranteed to be accurate and must be verified in  
the field PRIOR TO CONSTRUCTION. The XXXXXX does not  
guarantee their accuracy. Concerned persons should not  
rely on these documents and should verify all information  
shown by way of site survey and other appropriate methods.  
The XXXXXX accepts no liability for use of these files or  
information.



NO.	YY/MM/DD	BY	REVISION	CH'KD	



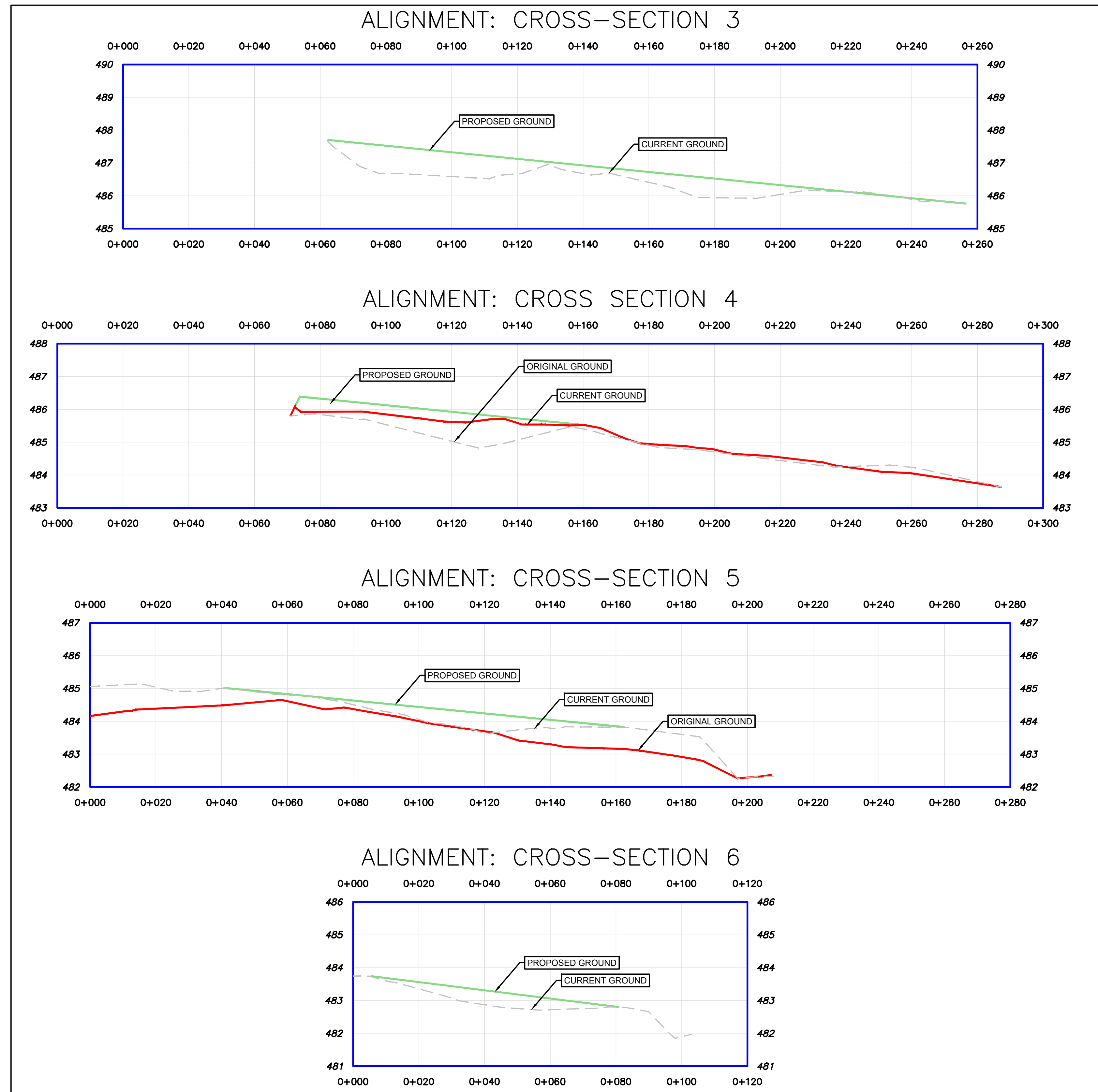
BASE	JP	DESIGN	JP
APPROVED	JP		
DATE	2020/05/25		
SCALE	HORIZ:1:750 VERT:1:75		
SCALE NOT ACCURATE OVER LONG DISTANCES			

**RDCO**  
DESIGN AND CONSTRUCTION







CROSS-SECTION 1 - 2  
ALC REQUEST FOR INFORMATION  
4980 TREPANIER ROAD, PEACHLAND

FILE NO.	1671
SHEET NO.	2 OF 3
DRAWING NO.	002
REV NO.	





**LEGEND**

WORKS BOUNDARY	
ALR LINEWORK	
LEGAL LINEWORK	
ORIGINAL GROUND (20-01-21 SURVEY)	
CURRENT GROUND (20-05-20 SURVEY)	
PROPOSED GROUND	

# **Agrology Report**

## **Agricultural Classification Assessment for:**

**4980 Trepanier Road, Peachland, BC**

**Lot 1, DL 911 and 1311 ODYD, KAP 48672**

Prepared for:

955759 B.B. Ltd and 955867 B.C. Ltd  
Agent: New Town Planning Services Inc.  
Kelowna, BC

October 23, 2013

Prepared by:

James Calissi,  
B.Sc, M.Sc., P.Ag.  
Calissi Farms Inc.  
3810 East Kelowna Road  
Kelowna, BC  
V1W 4H2

## ***Scope***

The clients have engaged James Calissi P.Ag of Calissi Farms Inc. to prepare an agrologist's report concerning a proposal to remove land from the Agricultural Land Reserve.

From this, Calissi Farms Inc. proposed to examine the soil characteristics and climate and agricultural capability of the exclusion land. Of particular interest is the condition of any soil that may have been damaged by a forest fire in September of 2012, and the availability of irrigation water to the property, and if irrigation water volumes have been affected by changes in the water shed due to the 2012 forest fire.

## ***Site Description***

The property desired for exclusion from the ALR is located in Peachland along the higher elevations of Trepanier road. Adjacent to and north of the property is an irrigated small scale farm. To the west are irrigated agricultural fields. Farms in the general area do not produce high valued horticultural crops; rather produce pasture for equestrian needs or other small livestock. Immediately adjacent to the south are wooded areas and steep hill sides which lead to Trepanier Creek. The elevation of the subject property is 495 meters.

The property appears to be abandoned for about 20 years. The last remnants of agriculture were grape vines that were cut back to the soil surface during the provincial grape vine removal program of the late 1980's. These vines are alive, sparsely growing in the rows as the farmer had planted them. Wild pine trees and brush have begun to take over the landscape.

The Trepanier Creek Investigation Report of 1992 states there were approximately 5 to 6 hectares of vineyard on the site that were removed from the grape removal program. Given the hedgerows of stone on the borders of the properties, previous owners must have invested significant resources in stone removal to make the land suitable for agricultural uses.

The property has water rights under the Trepanier Ditch Water Users Community. This Community of users was incorporated in 1980 under the Mater Act, later recalled and incorporated under the Water act in 1993. Water to the subject property is currently turned-off and the access to the Community main is buried to prevent damage to the Community main. Water for the Community is sourced from Lacoma Lake. Lacoma Lake is approximately 17 kilometers to north-west. Lacoma Lake's elevation is 951 meters.

## **Soils**

The soils are described in three distinct polygons according to maps 82E.072 and 82E.082 of the Soils of the Okanagan and Similkameen Valleys.

1. The first, which occupies roughly 80% of the land base is has three soils contained in it. These soils are described having Gammil (60%), Paradise (30%), and Trepanier (10%) soils that are very stoney to excessively stoney. The land has 3 to 15% slopes, and is considered very gentle to moderately sloping. The polygons are described below:

6GM: 35S35

3PE:35S35

1TR:35S35

2. Approximately 15% of the land is Gammil with 15 to 45% slopes and are considered strong to very strong slopes. Soils also have higher stone content and are considered excessively stoney. These soils form the approach to Trepanier creek and are on the west side of the property.

GM: 76S5

3. Approximately 5% of the land is composed of Tomlin soils, are nearly level and are only slightly stoney. These soils even though they are gravelly, have less stone contained in them and are considered moderately stoney. These soils are in the vicinity of where the burned out house and buildings are.

TM: 23S2

### **Gammil (GM)**

Gammil soils are relatively common in the central Okanagan where they are closely related to Parkhill, Paradise and Trout Creek soils. The parent materials are deep, coarse-textured, stony and gravelly fluvioglacial deposits, capped by 10 to 25 cm of sandy materials. Surface textures are gravelly sandy loam or loamy sand while subsurface and subsoil textures vary from very gravelly loamy sand to gravelly sand. These soils are rapidly drained, rapidly pervious and have low water holding capacity and slow surface runoff. Organic carbon is low to very low between 0 and 50 cm.

Gammil soils are limited for agricultural uses by stoniness, low water holding capacity and in some cases, topography. Areas with gentle slopes are generally cleared and cultivated to either tree fruits, vineyards or are used for pasture and hay production.

### **Paradise (PE)**

Paradise soils occur in the south and central Okanagan valley and are usually associated with Parkhill, Gammil and Dartmouth soils. Paradise soils have developed in sandy

(fluvial and eolian) veneer between 25 to 60 cm thick, overlaying gravelly fluvioglacial deposits. Surface and subsurface textures are sandy loam and loamy sand; subsoils are very gravelly sand or very gravelly loamy sand. These soils are rapidly drained, have low water storage capacity, are pervious and have slow surface runoff. Organic carbon is low to very low between 0 and 50 cm.

Paradise soils are well suited for agriculture although low water holding capacity is a restriction. Cultivated and irrigated sites are planted to tree fruits, vineyards or are used for intensive vegetable production.

### **Tomlin (TM)**

Tomlin soils occur throughout the Okanagan and Similkameen areas, but mostly in the central Okanagan. These soils occupy moderate to strong slopes, usually in association with Paradise, Trout Creek, Peachland and Hayman soils.

Tomlin soils have developed in deep, moderate coarse to coarse-textured, stony and gravelly fluvial fan deposits. Surface and subsurface textures are usually gravelly and sandy loam or gravelly loamy sand. Subsoils are gravelly loamy sand or very gravelly sand. The soils are well to rapidly drained, rapidly pervious, have low water storage capacity and slow surface runoff. Organic carbon is low to very low between 0 and 50 cm.

The soils are moderately suited for agricultural crop production. Limitations include low water holding capacity, stoniness and, in places, adverse topography. A significant portion is either planted to orchards and vineyards or is used for forage and grazing.

### **Trepanier (TR)**

Trepanier soils occur only in a few small areas near Trepanier Creek and Lakeview Heights. They occupy gentle to moderate slopes in association with Paradise and Parkhill soils. Trepanier soils have developed in stone-free, medium to moderately coarse textured, usually stratified fluvioglacial deposits. The surface and subsurface texture is generally loam with variations to fine sandy loam or silt loam. The subsoils contain lenses of fine sand or, occasionally, silty clay loam. Trepanier soils are well drained, are moderately pervious, and have moderate to high water holding capacity. Organic carbon is low to very low between 0 and 50 cm.

The soils are well suited for mostly climatically adapted crops although in some areas adverse topography may be limiting. Cleared and cultivated areas are mostly planted to orchards and vineyards.

## ***Climate Capability for Agriculture***

The climate capability for agriculture is Class 5 without irrigation. With irrigation, the land is improved to class 1, with limitations due to insufficient accumulation of heat units above 5 Celsius during the growing season. There is 2060 to 2225 growing degree days



and greater than 150 frost free days. The land has moderate to good air drainage, and the climate can support perennial fruit crops or grapes. The land is 495 meters in elevations. This elevation is considered one of the higher elevations at which tree fruits and grapes are grown in the Okanagan.

### ***Agricultural Capability***

The agricultural capability of the land is limited by aridity, stoniness and topography.

In the western side of the property, along the approach to Trepanier creek, the land is considered Class 7, due to topography (steepness of the slope) and aridity. With irrigation the land would still be considered class 6 or 7 due to the topography.

The northern portion of the land is considered Class 4 due to aridity. With irrigation the land can be improved to Class 3 due to aridity (the sandy and gravelly nature of the soil) and the stoniness of the land.

The southern portion of the land is considered Class 5 due to aridity. With irrigation, the land can be improved to a Class 3 with limitations due to aridity and stoniness.

Class 1 lands are level or nearly level. The soils are deep, well to imperfectly drained under natural conditions, or have good artificial water table control, and hold moisture well. They may be managed for a wide range of field crops. Land in this class either has no or only very slight limitations that restrict its use for production of common agricultural crops.

Class 2 lands are considered to have minor limitations that require good, ongoing management. Crop ranges are slightly restricted. Productivity is considered less than Class 1 land but crops can be managed with little difficulty. Land in this class has minor limitations that require good ongoing management practices or slightly restrict the range of crops, or both.

Class 3 lands have limitations that require moderately intensive management practices or moderately restrict the range of crops or both. Land management practices are more difficult to maintain than those on Class 2 land. Land in this class has limitations that require moderately intensive management practices or moderately restrict the range of crops, or both.

Class 4 lands have limitations which make it suitable only for a few crops or the yield for a wide range of crops is low, or the risk of crop failure is high, or the soil conditions are such that special development and management practices are required. Land in this class has limitations that require special management practices or severely restrict the range of crops, or both.

Class 5 lands have limitations that restrict its capability of producing perennial forage or other specially adopted crops. Class 5 lands can be used for cultivated field crops provided unusually intensive management is employed and/or the crop is particularly

adapted to the conditions. Land in this class has limitations that restrict its capability to producing perennial forage crops or other specially adapted crops.

Class 6 lands provide sustained natural grazing for domestic livestock and are not arable in their present condition. Land is placed in this class because of severe climate, or terrain is unsuitable for cultivation or use of farm machinery, or the soils do not respond to intensive improvement practices. Some unimproved Class 6 lands can be improved by draining, dyking and/or irrigation. Land in this class is non-arable but capable of producing native and / or uncultivated perennial forage crops.

Class 7 lands are lands that are not included in classes 1 to 6. Class 7 lands may have limitations equivalent to Class 6 but does not provide natural sustained grazing for domestic livestock due to unsuitable natural vegetation. Also included are rocky land, other nonsoil areas and small bodies of water. Some unimproved Class 7 land can be improved by draining, dyking, irrigation and / or leveling. Land in this class has no capability for arable culture or sustained natural grazing.

The limiting agricultural use of this property is very sandy soil. The genesis of these soils did not allow for much of any organic matter in the soils. Any brown coloration in the soils is due to oxidized minerals contained in the parent materials, rather than the presence of aged organic matter.

Stoniness is overly apparent, especially in the northern section of the property. Stones larger than 30 centimeters in diameter are present throughout. This level of stoniness even limits the ability to allow for cattle grazing as the amount of surface stones could injure livestock as they walk over the stones. Stone removal would need to take place before any agriculture could take place.

### **Irrigation Water**

The land needs to be irrigated to produce agricultural crops. Water is available for irrigation through the Trepanier Ditch Water Users Community. It is only a matter of re-establishing service.

The water for this Community is taken from a lake. Although no one from the Ministry of Environment could confirm water levels, they were able to state that irrigation water sourced from lakes are often more reliable than other surface water sources since they do not rely on high and low water flow amounts.

### **Fire Damage to Soils**

James Calissi inspected the soils on the farm. With the exception of some fire damaged treed areas near Trepanier Creek, areas around the farm buildings and a few other small burned out areas, comprising less than 5% of the total land area, the fires appeared to cause no damage to the soils. Perhaps at the time of the fire, some native grasses were burned, leaving some ash duff on the surface. Some pine trees in the center of the property were fire damaged, but these trees are isolated, and not all trees sustained significant fire damage.

For certain lands that were cultivated in the past, as evident by surviving grape vines, showed no damage to the grape vines or to the soils themselves.

## **Summary**

The land is a parcel of Class 4 to Class 5 land. With irrigation it will be improved to Class 3. The land can be irrigated, as water is sourced from a Community underground pipe. Surrounding properties irrigate their land using water from this irrigation system. Water is sourced from Lacoma Lake, some 17 kilometers from the property. In speaking with the neighbour, he said there was no disruption in service or shortage of water due to the Trepanier fire.

The land is difficult to work due to the large amount of stone content. Previous owners have removed large amounts of stone from the land, but more stone needs to be removed to make the farm more workable. The soils are sandy by nature, with low cation exchange capacity and low soil fertility. This can be improved with the addition of organic matter, either by growing soil improving green manure crops or by the addition of compost.

The stoniness and lack of organic matter in the soil is due to the parent materials and genesis of the land rather than due to any fires that may or may not have occurred on the property in recent times.

Perennial crops can be grown on the land. Perennial forage can be produced as evident in neighbouring farms. Grapes were produced in the past, although; the quality and varieties may not be in demand today. Shorter season white Pinot types may be produced on the site with good management. The same is true for other perennial tree fruit crops. Regardless of the crops produced, production of crops on Class 3 land will require very good management and yields will be lower than on Class 1 land.

## **References**

1. Soils of the Okanagan and Similkameen Valleys, MOE Technical Report 18, Government of British Columbia, Map 82E.082.
2. Land Capability for Agriculture of the Okanagan and Similkameen Valleys, Ministry of Environment, Map 82E.083
3. Climate Capability for Agriculture of the Okanagan and Similkameen Valleys, Ministry of Environment, Map 82E.082
4. Verbal correspondence with Rick Couroux, Ministry of Environment, Penticton, B.C.
5. Trepanier Creek Investigation Report, Ministry of Environment, Lands, and Parks. Water Rights Branch. April 1992.



**Agricultural Land Commission**

201 – 4940 Canada Way  
Burnaby, British Columbia V5G 4K6  
Tel: 604 660-7000  
Fax: 604 660-7033  
[www.alc.gov.bc.ca](http://www.alc.gov.bc.ca)

December 10, 2019

ALC C&E File:135810

**REGISTERED MAIL/ELECTRONIC MAIL**

Devinder Garcha  
2640 McKenzie Road  
Penticton, BC  
V2A 6H7

Harpreet Kaur Nagra  
14569 75A  
Surrey, BC  
V3S 8T9

Iqbal Kaur Saran  
5927 232 Street  
Langley, BC  
V2Z 2R2

0955867 BC Ltd.  
14395 76A Avenue  
Surrey, BC  
V3W 1N8

Dear Property Owner(s),

**RE: Unauthorized Placement of Fill**

**CIVIC ADDRESS: 4980 TREPANIER RD PEACHLAND BC V0H 1X2**  
**LEGAL: Lot 1, Plan KAP48672, District Lot 911 & 1311, Osoyoos Div of**  
**Yale Land District**  
**PID: 018-026-915**  
**(the "Property")**

This letter serves to inform you that the Agricultural Land Commission (the "ALC") inspected the Property in question on October 23, 2019, the inspection confirmed that several hundred loads have been deposited onto the Property without CORD or ALC approval.

On November 12, 2019 the ALC and CORD held a meeting at the property to discuss the issues on the Property with the (PO)'s representatives Devinder Garcha and Stephen Kingsnorth.



0955867 BC Ltd. - 135810

Commission records indicate that the Property is within the Agricultural Land Reserve ("ALR") and therefore is subject to the *Agricultural Land Commission Act* (the "ALCA") and the *Agricultural Land Reserve Use Regulation* (the "Use Regulation").

The ALC is giving you the following 3 options; you have until February 20, 2020 to make a choice of the following 3 options.

Options:

- 1) Make a Non-Farm Use Application for the placement of the fill by February 20, 2020; provide a survey to the ALC on how much fill has been deposited as well as the truck logs on the depositing of the fill

Applications are submitted electronically through the ALC Application Portal, accessed using a Basic or Business BCeID account. Information about the ALC Application process instructions for submitting an application to the Panel and access to the Application Portal can be found on the ALC's website at: <http://www.alc.gov.bc.ca/alc/content/applications-and-decisions>

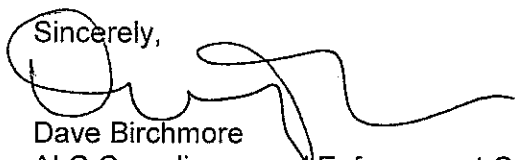
- 2) Remove all the fill deposited on the ALR portion of the Property by July 30, 2020; provide a survey to the ALC on how much fill has been deposited as well as the truck logs on the depositing of the fill
  - 3) Remove all the fill deposited on the ALR portion of the Property by July 30, 2020 and place it on the non ALR portion; provide a survey to the ALC on how much fill has been deposited as well as the truck logs on the depositing of the fill. You will need to have CORD approval for this option
- Please provide me with the NFUA application once it's been made
  - You must respond to this letter by February 20, 2020 choosing one of the options provided
  - Once any of these options are met, remediation of the property must be made within 90 days of the completed project

A lack of timely response to this letter may result in further action which may include the recommendation of a monetary penalty under Section 54 and/or an order to remediate the Property to a suitable agricultural standard under section 52 (1) of the ALCA.

*This letter does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.*

If you would like to discuss this letter further please contact me at [Dave.Birchmore@gov.bc](mailto:Dave.Birchmore@gov.bc) or 604-833-4242. I look forward to hearing from you to resolve this matter in a timely fashion.

Sincerely,



Dave Birchmore  
ALC Compliance and Enforcement Officer

cc: Todd Cashin

CORD

via email



**Agricultural Land Commission**  
201 – 4940 Canada Way  
Burnaby, British Columbia V5G 4K6  
Tel: 604 660-7000  
Fax: 604 660-7033  
www.alc.gov.bc.ca

June 23, 2020

ALC File: 60681

**SENT BY ELECTRONIC MAIL**

millennialhomesltd@gmail.com

Attention: Davinder Garcha, Agent

Dear Mr. Garcha,

**Order Under Section 20.3(2)(c) of the Agricultural Land Commission Act**

**Re: Notice of Intent to place fill on land in the Agricultural Land Reserve**

PID: 018-026-915

Legal Description: Lot 1 District Lots 911 And 1311 Osoyoos Division Yale District Plan KAP48672

Civic Address: 4980 Trepanier Road, Peachland, BC  
(the "Property")

---

On April 1, 2020 the Chief Executive Officer (CEO) of the Agricultural Land Commission received a Notice of Intent (NOI) pursuant to section 20.3(1)(c) of the *Agricultural Land Commission Act* (ALCA) to place fill on the Property (the **Proposed Fill Placement Activities**). The CEO also received a fee of \$150 with respect to the NOI pursuant to subsection 20.3(1)(c)(ii).

Additional information was requested from you on April 1, 2020 and on June 3, 2020 you completed the provision of the additional information that had been requested.

As delegate CEO pursuant to section 20.3(6) of the ALCA, I understand the following about the Proposed Fill Placement Activities from the NOI and accompanying documents:

- The landowners of the Property are Harpreet Nagara, Iqbal Saran and Davinder Garcha (955867 BC Ltd.).
- Davinder Garcha is acting as agent on behalf of all of the landowners.
- The property is 12.8 ha (12,800 m<sup>2</sup>).
- The total area of the Proposed Fill Placement Activities is 8.2 ha (8,200 m<sup>2</sup>).
- The purpose of the Proposed Fill Placement Activities is to create suitable land for a cherry orchard and contain irrigation water runoff.
- The type of material proposed to be placed on the Property is topsoil and subsoil.
- The proposed volume of materials to be placed on the Property is 50,000 m<sup>3</sup>.
- The proposed depth of material to be placed on the Property is a maximum of 1 m.
- The proposed duration of the Proposed Fill Placement is one year and six months.

Upon review of the NOI, I have determined that a substantial amount of fill has already placed on the Property prior to receiving ALC authorization. Therefore, as CEO delegate I am unable to grant approval for this activity through a retroactive NOI.

For this reason, a Soil or Fill Use application and approval of the Commission is required in accordance with section 20.3(5) of the ALCA before the Proposed Fill Placement is undertaken.


**I therefore order, pursuant to section 20.3(2)(c) of the ALCA, that you must not engage in the Proposed Fill Placement unless the Soil or Fill Use application required above has first been approved by the Commission.**

If you wish to pursue the Proposed Soil Removal and Fill Placement Activities, you may initiate the Soil or Fill Use application process by submitting the required form and paying the requisite fees: (\$300) to the local government (Regional District of Central Okanagan). The remainder of the application fee (\$1,050) will only be required if your local government forwards the above noted application to the Agricultural Land Commission. The application can be submitted through the [ALC's Application Portal](#). Information on application process can be found on the ALC website under [Applications and Decisions](#).

Any further correspondence with respect to this letter should be directed to the undersigned at ([Avtar.Sundher@gov.bc.ca](mailto:Avtar.Sundher@gov.bc.ca)).

As agent, it is your responsibility to advise your client of this correspondence.

Sincerely,



Avtar S. Sundher  
Delegate of the Chief Executive Officer

cc: Brittany Lange, Regional District of Central Okanagan ([Brittany.Lange@rdco.com](mailto:Brittany.Lange@rdco.com))

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# Regional Board Report

**TO:** Regional Board

**FROM:** Murray Kopp  
Director – Parks Services

**DATE:** August 4, 2020

**SUBJECT:** Killiney Beach Community Park Provincial Foreshore Crown License of Occupation Agreement Renewal

**Voting Entitlement:** *All Directors - Unweighted Vote - Simple Majority - LGA 208.1*

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**Purpose:** To seek approval to renew the provincial Crown Land Foreshore License of Occupation for Killiney Beach Community Park.

## Executive Summary:

Killiney Beach Community Park is a waterfront park at the end of Hodges Road in the Central Okanagan West Electoral Area community of Killiney Beach. In 2017, the Foreshore License of Occupation for the Killiney Beach Community Park expired and is currently operating on a month-to-month basis with the Province of BC. The Province has now prepared a renewal Foreshore License of Occupation Agreement for a 30-year term. In order to complete and issue the replacement license, the Province requires Regional Board approval.

## RECOMMENDATION:

**THAT** the Regional Board approves acquiring the Licence of Occupation for the term of 30 years from the Province of BC over all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot 186 of District Lot 2197, Osoyoos Division Yale District, Plan 11592 and Hodges Road, containing 4.25 hectares, more or less, for boat launch and public recreation purposes.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Murray Kopp".

Murray Kopp,  
Director – Parks Services

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read "Marilyn Rilkoff".

Marilyn Rilkoff, Deputy CAO

*Prepared by: Beverley Krakau, Administrative Assistant;  
Wayne Darlington, Manager – Park Planning & Capital Projects*

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## Implications of Recommendation:

Strategic Plan:	The operation of the Regional Park Service and Central Okanagan West Electoral Area Service over Crown lands assists in delivering critical park access to all residents of the Central Okanagan, and meets the strategic priorities of the Regional Board: Transportation and Mobility; Economic Development; and Environment.
Financial:	No additional financial requirement as this is the renewal of an existing provincial Crown tenure agreement. On-going operational and capital funding is considered through the development of annual financial plans.
Policy:	Bylaw #884 Official Regional Parks Plan and the Regional Parks and Greenways Plan for the Central Okanagan (2008-2020) provides the overall general guidance for the delivery of Regional Parks.
Legal/Statutory Authority:	<i>Local Government Act</i> Section 191; Regional Parks and Regional Trails Regulation (B.C. Reg. 361/2004, O.C. 772/2004).

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## Background:

The Regional District's Regional Parks Service, Electoral Area East and Electoral Area West Community Parks Services operate a number of parks wholly or partially under provincial Crown land tenures, either as a lease or license of occupation agreement for both foreshore and upland portions of the parks. In total the Regional District has 20 tenure agreements with the province of BC, located in 29 parks (21 Regional Parks, 6 West Electoral Area Community Parks and 2 East Electoral Area Community Parks).

Each provincial Crown tenure has a different term, however in the past a Province of BC Crown tenure term was typically 10 years. The Province is looking to extend these terms on the renewals of all the provincial Crown tenures to 30 years where possible. In 2020, we are expecting to see nine provincial Crown land tenures renewed. The Province has experienced a back log of renewals as a result of the two flood years of 2017 and 2018 where provincial staff and resources were temporarily reallocated in dealing with outcomes of the flood situation.

The Killiney Beach Community Park is a 5 hectare (including foreshore) waterfront park on Okanagan Lake, located at the end of Hodges Road in the Central Okanagan West Electoral Area community of Killiney Beach. The park provides opportunities for boating and swimming, as well as a dog beach. The renewal of the license at Killiney Beach Community Park is critical for permitting the Regional District the ability to operate the dock, boat launch and swim area delineation buoys effectively and within provincial and federal requirements.

The Crown land license of occupation for Killiney Beach Community Park is ready for renewal and the Province of BC requires Regional Board approval to renew the license of occupation as per the terms of the tenure agreement. As a result, and in conclusion, staff request that the Regional Board approve the renewal of the Killiney Beach Community Park Foreshore License of Occupation for a term of 30 years for the lands as identified in the recommendation.



**External Implications:**

Since the expiry date for each of these provincial Crown tenures, of October 27<sup>th</sup>, 2017, each tenure has been continued on a month to month basis as per the tenure agreements. It is critical to work with the province to renew each tenure as the province finds the time and resources to prepare each tenure for renewal, in order to ensure that the Regional Parks, Electoral Area East and Electoral Area West Community Parks Services are maintained.

**Alternative Recommendation:**

THAT the Regional Board does not approve renewing the Licence for the term of 30 years from the Province over all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot 186 of District Lot 2197, Osoyoos Division Yale District, Plan 11592 and Hodges Road, containing 4.25 hectares, more or less, for boat launch, safe harbour and public recreation purposes.

***Considerations not applicable to this report:***

- *General*
- *Organizational*

**Attachment(s):**

- Map of Killiney Beach Community Park
- Existing Killiney Beach Foreshore License File 3408066 License No 342020



**KILLINEY BEACH COMMUNITY PARK**  
**CROWN TENURE RENEWAL**  
**LICENCE 342020 / FILE 3408066**

 Crown Land Tenure Foreshore Areas





Licence No.:

File No.: 3408066

342020

Disposition No.: 844354

THIS AGREEMENT is dated for reference December 30, 2005 and is made under the *Land Act*.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
1450 K. L. O. Rd  
Kelowna, BC V1W 3Z4

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means December 30, 2005;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

**“Land”** means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot 186 of District Lot 2197, Osoyoos Division Yale District, Plan 11592 and Hodges Road, containing 4.25 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*);

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

**“Security”** means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

**“Term”** means the period of time set out in section 2.2;

**“we”, “us” or “our”** refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

**“you” or “your”** refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate

and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

## **ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for boat launch, safe harbour, and public recreational purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

## **ARTICLE 3 - FEES**

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

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**ARTICLE 4 - COVENANTS****4.1 You must**

- (a) pay, when due,
  - (i) the Fees to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land;



- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
  - (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not use construction materials containing toxic substances;
- (l) not without prior written consent from us
  - (i) deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (n) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
  - (i) your breach, violation or nonperformance of a provision of this Agreement, and
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (o) on the termination of this Agreement,

- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

## ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
  - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act* or *Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
  - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;

- (c) without limiting subsection 4.1(n), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(o)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not

removed from the Land within the time period set out in paragraph 4.1(o)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(o)(iii); and

- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

## ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
  - (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
  - (a) change the form or amount of the Security; and
  - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

**6.6 You must**

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
  - (i) placed with insurers licensed in British Columbia,
  - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
  - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

**6.7 You acknowledge that we may, from time to time, notify you to**

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

**ARTICLE 7 - ASSIGNMENT**

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in**

our sole discretion.

- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

#### ARTICLE 8 - TERMINATION

8.1 You agree with us that

(a) if you

- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

(c) if you

- (i) become insolvent or make an assignment for the general benefit of your creditors,
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or



- (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

## ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1,

we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS  
3rd Floor, 145-3rd Ave.  
Kamloops, BC V2C 3M1;

to you

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
1450 K. L. O. Rd  
Kelowna, BC V1W 3Z4;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier

or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with

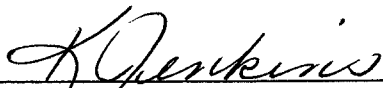
your use of the Land and the Improvements for the purposes set out in this Agreement;  
and

- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

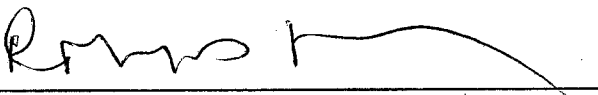
The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

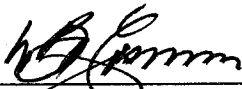


Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of **REGIONAL DISTRICT OF CENTRAL OKANAGAN**  
by its authorized signatories



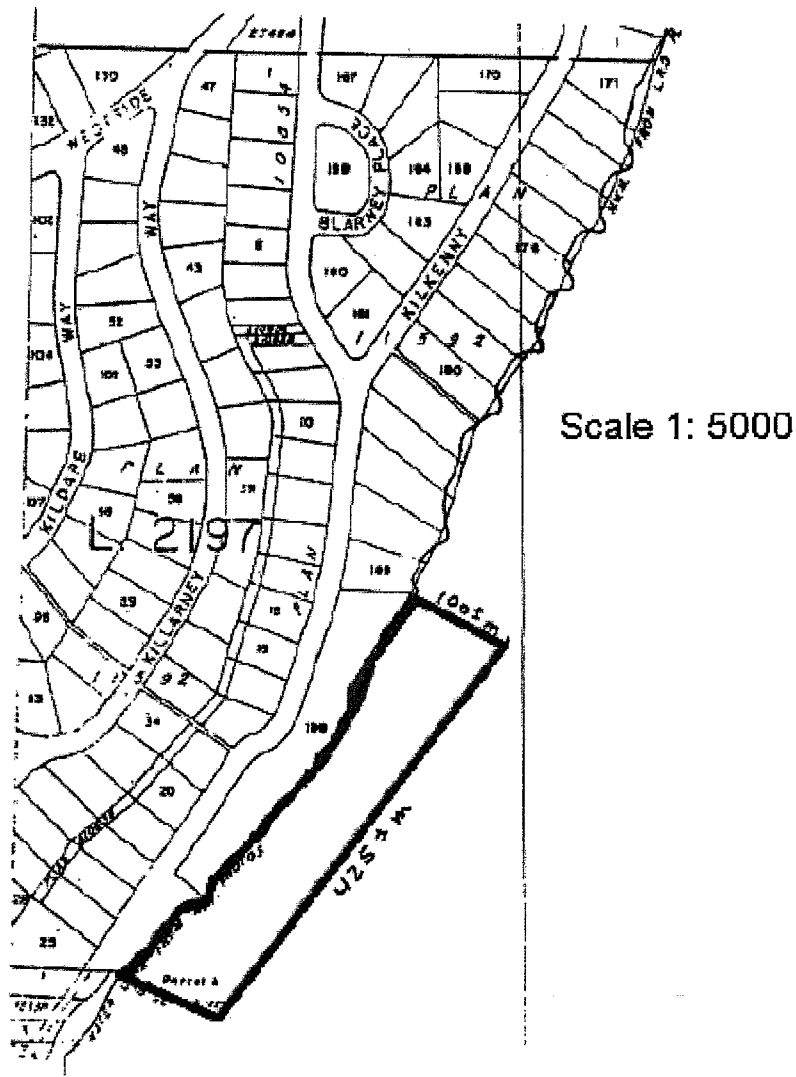
Authorized Signatory



Authorized Signatory

## LEGAL DESCRIPTION SCHEDULE

All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot 186 of District Lot 2197, Osoyoos Division Yale District, Plan 11592 and Hodges Road, containing 4.25 hectares, more or less,







THIS AGREEMENT is dated for reference August 31, 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
1450 K.L.O. Rd  
Kelowna, BC V1W 3Z4

(the "Client")

**WITNESS THAT WHEREAS:**

The Province and Regional District of Central Okanagan entered into Licence No. 342020 on December 30, 2005; (herein called the "Document") over those lands more particularly known and described as:

all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot 186 of District Lot 2197, Osoyoos Division Yale District, Plan 11592 and Hodges Road, containing 4.25 hectares, more or less

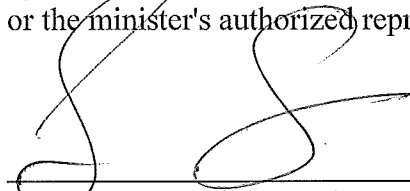
The parties have agreed to amend the Tenure.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

- 1 The parties agree to remove and replace Article 2 (2.2) of the Tenure with "The term of this Agreement commences on the commencement Date and terminates on October 27, 2017, or such earlier date provided for in this Agreement".
- 2 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 3 Time shall continue to be of the essence in this agreement and the Tenure.
- 4 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

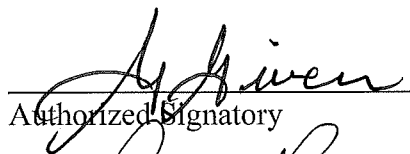
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

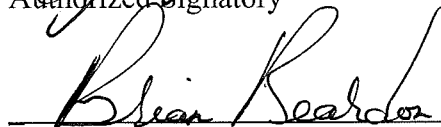


\_\_\_\_\_  
Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of REGIONAL DISTRICT OF CENTRAL OKANAGAN  
By its authorized signatories



\_\_\_\_\_  
Authorized Signatory



\_\_\_\_\_  
Authorized Signatory



## ENDORSEMENTS

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Licence No. 342020

File: 3408066

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**Endorsement No. 1**

**Date: November 1, 2016**

Licence modified by agreement dated, September 1, 2016 to extend the term of the tenure until October 27, 2017.