



AGENDA

City of Salmon Arm Regular Council Meeting

**Monday, July 27, 2020
1:30 p.m.**

[Public Session Begins at 2:30 p.m.]
**Council Chamber of City Hall
500 – 2 Avenue NE**

Page #	Item #	Description
	1.	CALL TO ORDER
1 – 2	2.	IN-CAMERA SESSION
	3.	ACKNOWLEDGEMENT OF TRADITIONAL TERRITORY <i>We acknowledge that we are gathering here on the traditional territory of the Secwepemc people, with whom we share these lands and where we live and work together.</i>
	4.	ADOPTION OF AGENDA
	5.	DISCLOSURE OF INTEREST
3 – 14	6.	CONFIRMATION OF MINUTES
	1.	Regular Council Meeting Minutes of July 13, 2020
15 – 18	7.	COMMITTEE REPORTS
	1.	Development and Planning Services Committee Meeting Minutes of July 20, 2020
	8.	COLUMBIA SHUSWAP REGIONAL DISTRICT UPDATE
19 – 22	9.	STAFF REPORTS
	1.	Director of Engineering & Public Works – BC Hydro Direct Current Fast Charge Station – Transfer of Operations
23 – 26	2.	Director of Corporate Services – MYBC Datacom – Hazard Beacon H#3 Lease Agreement
27 – 28	3.	Fire Chief – Budget Amendment

- 29 – 52 10. **INTRODUCTION OF BYLAWS**
1. City of Salmon Arm Zoning Amendment Bylaw No. 4399 [ZON-1178; 111 60 Street NE; Nyland, H. & Brierley, B.; A2 to A3] – First and Second Readings
- 53 – 56 11. **RECONSIDERATION OF BYLAWS**
1. City of Salmon Arm 2020 Tax Sale Deferral Bylaw No. 4402 – Final Reading
- 57 – 58 12. **CORRESPONDENCE**
59 – 62 1. Informational Correspondence
2. L. Wong, Manager, Downtown Salmon Arm – letter dated July 21, 2020 – Responsible Alcohol Consumption
13. **NEW BUSINESS**
- 63 – 64 14. **PRESENTATIONS / DELEGATIONS**
1. Presentation 3:00 – 3:15 p.m. (approximately)
Jake Jacobson, Shuswap Society for the Arts and Culture -
Proposal for a multi-functional performing arts and culture centre
15. **COUNCIL STATEMENTS**
16. **SALMON ARM SECONDARY YOUTH COUNCIL**
17. **NOTICE OF MOTION**
18. **UNFINISHED BUSINESS AND DEFERRED / TABLED ITEMS**
- 65 – 76 19. **OTHER BUSINESS**
1. K. Cox, Land Use Planner, Agricultural Land Commission – letter dated July 16, 2020 – Reasons for Decision – ALC Application 60537 – For Information
- 77 – 80 2. 2020 UBCM Convention
20. **QUESTION AND ANSWER PERIOD**

7:00 p.m.

Page #	Item #	Description
	21.	DISCLOSURE OF INTEREST
	22.	HEARINGS
81 – 90	1.	Development Variance Permit No. VP-517 [7080 50 Street NE; Passey, B. & Babakaiff, T.; Setbacks]
91 – 102	2.	Development Variance Permit No. VP-518 and Request for Council Approval to Install an Information Sign [371 Trans Canada Highway NE; Imperial Oil Limited/Prestige Harbourfront Resort/T. Schneider]
	23.	STATUTORY PUBLIC HEARINGS
103 – 116	1.	City of Salmon Arm Zoning Amendment Application No. ZON-1177 [Wood Creek Construction Ltd./Zimmerman, V; 1181 17 Avenue SE; R1 to R-8]
117 – 186	2.	City of Salmon Arm Land Use Contract Termination Bylaw No. 4400 [LUC M61302; M17793 and M66216]
	24.	RECONSIDERATION OF BYLAWS
187 – 190	1.	City of Salmon Arm Zoning Amendment Bylaw No. 4398 [ZON-1177; Wood Creek Construction Ltd./Zimmerman, V; 1181 17 Avenue SE; R1 to R-8] – Third and Final Readings
191 – 200	2.	City of Salmon Arm Land Use Contract Termination Bylaw No. 4400 [LUC M61302; M17793 and M66216] – Third and Final Readings
	25.	QUESTION AND ANSWER PERIOD
201 – 202	26.	ADJOURNMENT

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Item 2.

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor Eliason

Seconded: Councillor Lavery

THAT: pursuant to Section 90(1) of the Community Charter, Council move In-Camera.

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

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Item 6.1

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor Lavery

Seconded: Councillor Cannon

THAT: the Regular Council Meeting Minutes of July 13, 2020, be adopted as circulated.

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

REGULAR COUNCIL

Minutes of a Regular Meeting of Council of the City of Salmon Arm commenced the Council Chambers and by electronic means as authorized by Ministerial Order M192, at 1:00 p.m. and reconvened at 2:30 p.m. of the City Hall, 500 – 2 Avenue NE, Salmon Arm, British Columbia on Monday, July 13, 2020.

PRESENT:

Mayor A. Harrison
 Councillor D. Cannon
 Councillor T. Lavery (participated remotely)
 Councillor S. Lindgren
 Councillor L. Wallace Richmond (participated remotely)

Chief Administrative Officer C. Bannister
 Director of Corporate Services E. Jackson (participated remotely)
 Director of Engineering & Public Works R. Niewenhuizen
 Director of Development Services K. Pearson
 Acting Chief Financial Officer T. Tulak (participated remotely)
 Recorder C. Simmons

ABSENT:

Councillor K. Flynn
 Councillor C. Eliason

1. CALL TO ORDER

Mayor Harrison called the meeting to order at 1:04 p.m.

2. IN-CAMERA SESSION

0246-2020

Moved: Councillor Lindgren
 Seconded: Councillor Cannon
 THAT: pursuant to Section 90(1) of the Community Charter, Council move In-Camera.

CARRIED UNANIMOUSLY

Council moved In-Camera at 1:04 p.m.
 Council returned to Regular Session at 1:43 p.m.
 Council recessed until 2:31 p.m.

3. ACKNOWLEDGEMENT OF TRADITIONAL TERRITORY

Mayor Harrison read the following statement: "We acknowledge that we are gathering here on the traditional territory of the Secwepemc people, with whom we share these lands and where we live and work together."

4. REVIEW OF AGENDA

5. DISCLOSURE OF INTEREST

6. CONFIRMATION OF MINUTES

1. Regular Council Meeting Minutes of June 22, 2020

0247-2020

Moved: Councillor Wallace Richmond

Seconded: Councillor Lavery

THAT: the Regular Council Meeting Minutes of June 22, 2020, be adopted as circulated.

CARRIED UNANIMOUSLY

7. COMMITTEE REPORTS

1. Development and Planning Services Committee Meeting Minutes of July 6, 2020

0248-2020

Moved: Councillor Wallace Richmond

Seconded: Councillor Cannon

THAT: the Development and Planning Services Committee Meeting Minutes of July 6, 2020, be received as information.

CARRIED UNANIMOUSLY

8. COLUMBIA SHUSWAP REGIONAL DISTRICT UPDATE

1. Board in Brief - June 2020

Received for information.

9. STAFF REPORTS

1. Acting Chief Financial Officer - RCMP Earned Retirement Benefit Repayment

0249-2020

Moved: Councillor Lavery

Seconded: Councillor Lindgren

THAT: the City of Salmon Arm enter into an interest free payment plan with the RCMP to pay the 'Earned Retirement Benefit' amount of \$299,951 in annual payments of \$23,073 over the next thirteen (13) years.

CARRIED UNANIMOUSLY

9. STAFF REPORTS – continued

2. Director of Engineering and Public Works – Contract Award for Public Works Fuel Supply & Delivery

0250-2020

Moved: Councillor Cannon

Seconded: Councillor Wallace Richmond

THAT: Council accept the proposal received from RMA Fuel Ltd. at their quoted unit prices, as outlined in the staff report dated July 3, 2020, to undertake the supply of bulk fuels and related delivery services to the City of Salmon Arm Public Works for a three (3) year term starting August 1, 2020 thru July 31, 2023.

CARRIED UNANIMOUSLY

3. Director of Corporate Services - Active Transportation Task Force Member Appointments

0251-2020

Moved: Councillor Lavery

Seconded: Councillor Lindgren

THAT: the Terms of Reference be amended to include five (5) total Citizens at Large;

AND THAT: Council approve the designated organization's representatives;

AND THAT: Council appoint the following four (4) individuals to serve on the Active Transportation Task Force for a one (1) year term from September 1, 2020 to September 21, 2021:

- Kathy Atkins;
- Blake Lawson;
- Steve Fabro; and
- Camilla Papadimitropoulos;

AND FURTHER THAT: Staff advertise further for a representative from the mobility aid representative.

CARRIED UNANIMOUSLY

10. INTRODUCTION OF BYLAWS

1. City of Salmon Arm Land Use Contract Termination Bylaw No. 4400 [LUC M61302; M17793 and M66216] – First and Second Readings

0252-2020

Moved: Councillor Cannon

Seconded: Councillor Lavery

THAT: the bylaw entitled City of Salmon Arm Land Use Contract Termination Bylaw No. 4400 be read a first and second time.

CARRIED UNANIMOUSLY

10. INTRODUCTION OF BYLAWS – continued

2. City of Salmon Arm 2020 Tax Sale Deferral Bylaw No. 4402 – First, Second and Third Readings

0253-2020

Moved: Councillor Cannon

Seconded: Councillor Lindgren

THAT: the bylaw entitled City of Salmon 2020 Tax Sale Deferral Bylaw No. 4402 be read a first, second and third time.

CARRIED UNANIMOUSLY

3. City of Salmon Arm Zoning Amendment Bylaw No. 4398 [ZON-1177; Wood Creek Construction Ltd./Zimmerman, V; 1181 17 Avenue SE; R1 to R-8] – First and Second Readings

0254-2020

Moved: Councillor Lavery

Seconded: Councillor Cannon

THAT: the bylaw entitled City of Salmon Arm Zoning Amendment Bylaw No. 4398 be read a first and second time.

CARRIED UNANIMOUSLY

11. RECONSIDERATION OF BYLAWS

12. CORRESPONDENCE

1. Informational Correspondence

3. A. Carson – email dated July 7, 2020 – Cemetery Marker

0255-2020

Moved: Councillor Lavery

Seconded: Councillor Lindgren

THAT: Council approve the Cemetery Marker as outlined in the email from A. Carson dated July 7, 2020.

CARRIED

Mayor Harrison and Councillor Cannon Opposed

The Meeting recessed at 3:15 p.m.

The Meeting reconvened at 3:58 p.m.

13. NEW BUSINESS

14. PRESENTATIONS

1. Staff Sergeant West, Salmon Arm RCMP Detachment – Quarterly Policing Report April – June 2020

Staff Sergeant West, Salmon Arm RCMP Detachment provided an overview of the April – June 2020 quarterly policing report and was available to answer questions from Council.

12. CORRESPONDENCE – continued1. Informational Correspondence – continued

9. B. Butterworth-Carr; Tr'injà shär njit dintlät, Assistant Deputy Minister and Director of Police Services, Policing Security Branch, Ministry of Public Safety and Solicitor General – letter dated June 18, 2020 – Auxiliary Program

0256-2020

Moved: Councillor Wallace Richmond

Seconded: Councillor Cannon

THAT: the City of Salmon Arm express interest in the intent to proceed and being included in the RCMP Auxiliary Program (Tire 3).

CARRIED UNANIMOUSLY15. COUNCIL STATEMENTS16. SALMON ARM SECONDARY YOUTH COUNCIL17. NOTICE OF MOTION18. UNFINISHED BUSINESS AND DEFERRED / TABLED ITEMS19. OTHER BUSINESS20. QUESTION AND ANSWER PERIOD

Council held a Question and Answer session with the members of the public present.

The Meeting recessed at 4:28 p.m.

The Meeting reconvened at 7:09 p.m. at the Salmon Arm Recreation Centre Auditorium, 2600 10 Avenue NE.

PRESENT:

Mayor A. Harrison
 Councillor D. Cannon
 Councillor C. Eliason (participated remotely)
 Councillor K. Flynn
 Councillor T. Lavery (participated remotely)
 Councillor S. Lindgren
 Councillor L. Wallace Richmond (participated remotely)

Chief Administrative Officer C. Bannister
 Director of Corporate Services E. Jackson (participated remotely)
 Director of Engineering & Public Works R. Niewenhuizen
 Director of Development Services K. Pearson
 Recorder C. Simmons

21. DISCLOSURE OF INTEREST

22. HEARINGS

1. Development Permit No. DP-427 [Habitat for Humanity / GTA Architecture Ltd.; 1351 10 Avenue NE]

0257-2020

Moved: Councillor Cannon

Seconded: Councillor Lindgren

THAT: Development Permit No. 427 be authorized for issuance for Lot B, Section 13, Township 20, Range 10, W6M, KDYD, Plan KAP70506 (1351 10 Avenue NE) in accordance with the elevations and site plan attached in Appendix 5 to the staff report dated June 29, 2020;

AND THAT: Development Permit No. 427 include the following variance to Zoning Bylaw No. 2303:

1. Section 10.9.3 – reduce the northwest interior side parcel line setback from 2.4 metres to 1.4 metres as shown in the site plan attached in Appendix 5 attached to the staff report dated June 29, 2020;

AND FURTHER THAT: Issuance of Development Permit No. 427 be withheld subject to the receipt of an Irrevocable Letter of Credit in the amount of 125% of a landscaper's estimate for completion of landscaping.

The Director of Development Services explained the proposed Development Variance Permit Application.

Submissions were called for at this time.

B. Miller, Habitat for Humanity, the applicant, outlined the application and was available to answer questions from Council.

Raman Bestoon, GTA Architecture, the agent, outlined the application and was available to answer questions from Council.

C. Kieller #7, 881 16 Street NE, requested clarification on the definition of affordable housing, height of the proposed building, property boundaries and parking.

R. Howard, #301, 1391 10 Avenue NE, presented virtually on behalf of The Burlington residents and expressed concerns with the height of the proposed building, traffic and impact to surrounding properties.

G. Kirstein, #302, 1391 10 Avenue NE, expressed concerns with loss of view for the residents of The Burlington.

R. Dale, 4921 14 Street NE, requested clarification on the height of the proposed building in comparison to The Burlington.

B. Miller, Habitat for Humanity, the applicant, was available to answer questions from Council.

Following three calls for submissions and questions from Council, the Hearing was closed at 7:37 p.m. and the motion was:

CARRIED UNANIMOUSLY

23. STATUTORY PUBLIC HEARINGS

1. Official Community Plan Amendment No. OCP4000-42 [Edelweiss Properties Inc./Timberline Solutions/Baer, J.; 220 Okanagan Avenue SE; CC to HR]

The Director of Development Services explained the proposed Official Community Plan Amendment Application.

Submission were called for at this time.

K. Lowe, Timberline Solutions, the agent, presented virtually, outlined the application and was available to answer questions from Council.

Following three calls for submissions and questions from Council, the Public Hearing was closed at 8:05 p.m. and the next item ensued.

2. Zoning Amendment Bylaw No. ZON-1175 [Edelweiss Properties Inc./Timberline Solutions/Baer, J.; 220 Okanagan Avenue SE; C-2 to R-5]

The Director of Development Services explained the proposed Zoning Amendment Application.

Submission were called for at this time.

K. Lowe, Timberline Solutions, the agent, was available to answer questions from Council.

Following three calls for submissions and questions from Council, the Public Hearing was closed at 8:06 p.m.

24. RECONSIDERATION OF BYLAWS

1. City of Salmon Arm Official Community Plan Amendment Bylaw No. 4393 [OCP4000-42; Edelweiss Properties Inc./Timberline Solutions/Baer, J.; 220 Okanagan Avenue SE; CC to HR] – Third Reading

0258-2020

Moved: Councillor Flynn

Seconded: Councillor Lindgren

THAT: the bylaw entitled City of Salmon Arm Official Community Plan Amendment Bylaw No. 4393 be read a third time.

CARRIED UNANIMOUSLY

0259-2020

Moved: Councillor Lindgren

Seconded: Councillor Cannon

THAT: the bylaw entitled City of Salmon Arm Zoning Amendment Bylaw No. 4394 be read a third time.

CARRIED UNANIMOUSLY

23. STATUTORY PUBLIC HEARINGS – continued

3. Zoning Amendment Application No. ZON-1171 [11604895 BC Ltd./ G. Arsenault; 70 & 210 11 Street SE; R1/R4 to R4]

The Director of Development Services explained the proposed Zoning Amendment Application.

Councillor Flynn left the meeting at 8:13 p.m. and returned at 8:16 p.m.

Submission were called for at this time.

G. Arsenault, the applicant, outlined the application and was available to answer questions from Council.

M. Gardner, Vancouver Resource Society, the agent, outlined the application and responded to opposition letters to the project advising that compromises may be considered to better fit with the neighborhood.

P. Dettwiler, 490 6 Street SE, expressed concerns in relation to the creek and public access. Questioned the benefit to rezoning the property for the residents of Salmon Arm and that a gated community is not a benefit.

A. Borkent, 691 8 Avenue SE, encouraged Council to preserve green spaces and public access to green space in Salmon Arm.

A. Borkent, 691 8 Avenue SE, expressed the need to preserve the creek, the creek is a food source for the wildlife.

M. & L. Defelice, 30 11 Street SE and D. Alstad, 1331 20 Street NE, expressed concerns with increase in traffic, pedestrian safety and preservation of forest area. Letters from K. Sutherland and M. & L. Defelice were read and submitted to the recording secretary.

W. Nelson, 310 10 Street SE, spoke to traffic concerns, construction noise, and integration of development in existing community.

J. Naylor, 1401 4 Avenue SE, presented virtually, spoke in regards to traffic concerns, preservation of green space and the creek. The pandemic has shown the value of distancing and this area a great green space surrounded by acreages and large properties, once this land is developed it cannot be reverted to green space.

S. Kriese, 211 17 Street SE, spoke regarding the challenges with developing the complex property including topography and year round creek.

The Meeting recessed at 9:03 p.m.

The Meeting reconvened at 9:15 p.m.

S. Hecker, 311 11 Street SE, spoke representing the youth of Salmon Arm and the value in preserving nature for the future generations. The only way to preserve green space is to not develop.

M. Ramsey, 5190 Lakeshore Road NE, requested that Council consider future generations and the importance in preserving natural green space for the children.

23. STATUTORY PUBLIC HEARINGS – continued

3. Zoning Amendment Application No. ZON-1171 [11604895 BC Ltd./ G. Arsenault; 70 & 210 11 Street SE; R1/R4 to R4] – continued

J. Thingsted, 371 11 Street SE, spoke in regards to concerns with the loss of green space, riparian area, trees, wildlife, traffic impact, pedestrian safety and loss of neighborhood identity. He referenced the City of Salmon Arm Official Community Plan and Strategic Plan, noting that this development does not fit.

S. Hecker, 311 11 Street SE, expressed concerns with development of the subject property and the negative environmental impact the proposed development would have. The property is not suited for this type of development and does not fit with the existing neighborhood.

J. Vieva, 311 11 Street SE, supports responsible development in the City but not on environmentally sensitive areas. He requested that Council consider the 2009 Riparian Area report and the density that rezoning would allow on the property.

I. McTavish, 710 4 Avenue SE, spoke in regards to traffic concerns, pedestrian safety, existing neighborhood and preservation of green space.

R. Moerike, 151 11 Street SE, presented virtually in opposition of increasing density. She raised concerns with the development, increase in traffic, congestion, pedestrian safety, accessibility for seniors to the downtown, and poor condition of sidewalks in the area.

D. Williams, 381 11 Street SE, advised that she has the same concerns as her neighbors. She read the letter from B. Hughes dated July 8, 2020.

M. Gardner, Vancouver Resource Society, the agent, expressed the developer's willingness to work with the community to create a development to fit the existing neighborhood and that the points raised by the Community fit with the values of the Vancouver Resource Society. A portion of the privately owned subject property is currently zoned R4 and that the proposal is only for 120 units on ten acres of land.

J. Thingsted, 371 11 Street SE, recommended that the City be strategic in where these types of developments occur and that there are better options in the City.

M. Gardner, Vancouver Resource Society, the agent, was available to answer questions from Council and advised the applicant would not be withdrawing the application at this time.

S. Kriese, 211 17 Street SE, expressed concerns with the development and topography of the land. The area of land currently zoned R4 can never be an R4 development.

S. Hecker, 311 11 Street SE, requested that Council represent the citizens of Salmon Arm in their decision and advised that the public was not engaged during the planning process by the developer.

L. Defelice, 30 11 Street SE, asked who would be responsible for any issues arising for development occurring on steep slopes?

23. STATUTORY PUBLIC HEARINGS – continued

3. Zoning Amendment Application No. ZON-1171 [11604895 BC Ltd./ G. Arsenault; 70 & 210 11 Street SE; R1/R4 to R4] – continued

J. Vieva, 311 11 Street SE, expressed concerns with rezoning the property, conceptual drawings for the development and traffic management plan.

M. Defelice, 30 11 Street SE, advised that if the bylaw is given third reading it will open the door to every fear and concern brought forward by the citizens.

Following three calls for submissions and questions from Council, the Public Hearing was closed at 10:37 p.m.

24. RECONSIDERATION OF BYLAWS – continued

3. City of Salmon Arm Zoning Amendment Bylaw No. 4378 [ZON-1171; 11604895 BC Ltd./ G. Arsenault; 70 & 210 11 Street SE; R1/R4 to R4] – Third Reading

0260-2020

Moved: Councillor Cannon

Seconded: Councillor Lindgren

THAT: the bylaw entitled City of Salmon Arm Zoning Amendment Bylaw No. 4378 be read a third time.

CARRIED

Mayor Harrison and Councillor Lindgren Opposed

25. QUESTION AND ANSWER PERIOD

Council held a Question and Answer session with the members of the public present.

26. ADJOURNMENT

0261-2020

Moved: Councillor Flynn

Seconded: Councillor Lavery

THAT: the Regular Council Meeting of July 13, 2020, be adjourned.

CARRIED UNANIMOUSLY

The meeting adjourned at 11:34 p.m.

CERTIFIED CORRECT:

CORPORATE OFFICER

MAYOR

Adopted by Council the day of _____, 2020.

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Item 7.1

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor Lindgren

Seconded: Councillor Wallace Richmond

THAT: the Development and Planning Services Committee Meeting Minutes of July 20, 2020, be received as information.

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

DEVELOPMENT AND PLANNING SERVICES COMMITTEE

Minutes of a Meeting of the Development and Planning Services Committee of the City of Salmon Arm held in Council Chambers and by electronic means by Ministerial Order M192, on Monday, July 20, 2020.

PRESENT:

Mayor A. Harrison
 Councillor K. Flynn
 Councillor T. Lavery (participated remotely)
 Councillor S. Lindgren
 Councillor L. Wallace Richmond (participated remotely)

Deputy Chief Administrative Officer/Director of Engineering
 & Public Works R. Niewenhuizen
 Director of Corporate Services E. Jackson (participated remotely)
 Senior Planner, C. Larson
 Planner, D. Ackerman
 Recorder B. Puddifant

ABSENT:

Councillor C. Eliason
 Councillor D. Cannon

1. CALL TO ORDER

Mayor Harrison called the meeting to order at 8:00 a.m.

2. ACKNOWLEDGEMENT OF TRADITIONAL TERRITORY

Mayor Harrison read the following statement: "We acknowledge that we are gathering here on the traditional territory of the Secwepemc people, with whom we share these lands and where we live and work together."

3. REVIEW OF THE AGENDA

4. DISCLOSURE OF INTEREST

5. REPORTS

1. **Development Variance Permit Application No. VP-518 [Imperial Oil Limited/Prestige Harbourfront Resort/Schneider, T.; 371 Trans Canada Highway NE; Sign area**

Moved: Councillor Wallace Richmond

Seconded: Councillor Lindgren

THAT: the Development and Planning Services Committee recommends to Council that Council approve the installation of an Information Sign on Lot B, Section 14, Township 20, Range 10, W6M, KDYD, Plan 23811 for the Prestige Harbourfront Resort pursuant to Section 5.10 of Sign Bylaw No. 2880;

5. REPORTS - continued

1. Development Variance Permit Application No. VP-518 [Imperial Oil Limited/Prestige Harbourfront Resort/Schneider, T.; 371 Trans Canada Highway NE; Sign area - continued

AND THAT: The provisions of Sign Bylaw No. 2880 be varied as follows:

1. Section 5.10.1 - increase the maximum sign area for an Information Sign from 1.0 m² (10.8 ft²) to 9.0 m² (96 ft²).

T. Schneider and T. Stroinig, the applicants, outlined the application and were available to answer questions from the Committee.

CARRIED UNANIMOUSLY

2. Zoning Amendment Application No. ZON-1178 [Nyland, H./Brierley, B.; 111 60 Street NW; A-2 to A-3

Moved: Councillor Wallace Richmond

Seconded: Councillor Flynn

THAT: the Development and Planning Services Committee recommends to Council that a bylaw be prepared for Council's consideration, adoption of which would amend Zoning Bylaw No. 2303 by rezoning Lot A, Section 17, Township 20, Range 10, W6M, KDYD, Plan EPP96461 from A-2 (Rural Holding Zone) to A-3 (Small Holding Zone).

H. Nyland, the applicant was available to answer questions from the Committee.

CARRIED UNANIMOUSLY

3. Development Variance Permit Application No. VP-517 [Babakaiff, T./Passey, B.; 7080 50 Street NE; Setback requirements

Moved: Councillor Lindgren

Seconded: Councillor Lavery

THAT: the Development and Planning Services Committee recommends to Council that Development Variance Permit No. 517 be authorized for issuance for Lot 2, Section 5, Township 21, Range 9, W6M, KDYD, Plan KAP86212 (7080 50 Avenue NE) to vary the provisions of Zoning Bylaw No. 2303 as follows:

1. Section 6.11.2 - R-1 Single Family Residential Zone - reduce the minimum setback to a rear parcel line from 1.0 m (3.3 ft) to 0.8 (2.6 ft) to allow for the siting of an accessory building.

CARRIED UNANIMOUSLY

6. PRESENTATIONS7. FOR INFORMATION8. IN CAMERA9. LATE ITEMS10. ADJOURNMENT

Moved: Councillor Lindgren

Seconded: Councillor Flynn

THAT: the Development and Planning Services Committee meeting of July 20, 2020, be adjourned.

CARRIED UNANIMOUSLY

The meeting adjourned at 8:43 a.m.

Mayor Alan Harrison
Chair

Minutes received as information by Council
at their Regular Meeting of , 2020.

Item 9.1

CITY OF SALMON ARMDate: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: Council supports the transfer of responsibility for the ownership and operations of the Direct Current Fast Charge (DCFC) electrical vehicle charging station located at Ross Street Parking in Salmon Arm to BC Hydro;

AND THAT: Council agrees to lease the lands that the DCFC is currently located on, including the two parking stalls to BC Hydro;

AND THAT: Council agrees to transfer the Greenlots (Zeco) license that facilitates the use, and billing for the station to BC Hydro;

AND THAT: the Mayor and Corporate Officer be authorized to execute the Bill of Sale and License of Occupation agreement to facilitate this transfer of responsibility to BC Hydro, subject to Community Charter advertising requirements.

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond



File: 5500.04.05

TO: His Worship Mayor Harrison and Members of Council

FROM: Robert Niewenhuizen, Director of Engineering and Public Works

DATE: July 7, 2020

SUBJECT: BC Hydro Direct Current Fast Charge Station - Transfer of Operations

RECOMMENDATION:

- THAT:** Council supports the transfer of responsibility for the ownership and operations of the Direct Current Fast Charge (DCFC) electrical vehicle charging station located at Ross Street Parking in Salmon Arm to BC Hydro,
- AND THAT:** Council agrees to lease the lands that the DCFC is currently located on, including the two parking stalls to BC Hydro,
- AND THAT:** Council agrees to transfer the Greenlots (Zeco) license that facilitates the use, and billing for the station to BC Hydro,
- AND THAT:** The Mayor and Corporate Officer be authorized to execute the Bill of Sale and License of Occupation agreement to facilitate this transfer of responsibility to BC Hydro, subject to Community Charter advertising requirements

BACKGROUND:

In 2014 the City of Salmon Arm was approached by BC Hydro to assist in a project that would pave the way for electric vehicles in B.C. Through the provincial Clean Energy Vehicle Program and other partners, BC Hydro earmarked on a pilot project which funded the installation of 30 Direct Current Fast Charge (DCFC) electrical car charging stations in BC. With the goal of Phase 1 of this project was to building a functional network of DC fast charging stations along a south interior highway loop. Salmon Arm is part of what is being called the South Interior Highway Loop Network.

In 2015, City Council approved a five-year lease agreement with BC Hydro that saw the City responsible for hosting and operating the DCFC and BC Hydro covering all costs for the installation and maintenance of the station.

With the current agreement, the City's exposure to operational cost were capped at \$15,000.00 over the term of the lease agreement. The City has not seen much revenue from the charging station as usage is on average minimal; however, the City was able to use the program in our climate action reporting and it is a benefit to the Downtown area in have a charge station at the Ross Street parking lot.

Recently staff were approached by BC Hydro and asked if we would agree to let them take over the full operation of the station and "lease" the land from the City. The reason for this change in community partnership philosophy is that the initial intent of this Phase 1 project was to own and operate but there was much regulatory work to be done to enable that model, which did not fit within the timeline of the federally funded project. The BC Government and the Utility Commission have progressed to the point where BC Hydro is comfortable with providing fast charging as a public service. BC Hydro has now deployed Phase 2 and Phase 3 stations with the own and operate model where we license/lease the land. Hence, BC Hydro is now going back to all the Phase 1 station hosts to offer this option for operation. Almost a dozen municipalities (Surrey-Cloverdale, Hope, City of North Vancouver, Saanich, Colwood, Chase, Boston Bar, Chilliwack, Malakwa, Revelstoke and Sechelt) and one Regional District (FVRD) have already made the transition to have BC Hydro fully operate the stations. BC Hydro is hoping to have all of the Phase 1 stations transferred by the September of 2020.

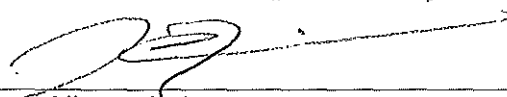
Conclusion

Staff are agreeable with this transfer of responsibility. The Bill of Sale document would see the transfer of the DCFC equipment lease to BC Hydro and License of Occupation agreement would allow BC Hydro to have exclusive use of the licensed area that the station is located on including the two parking stalls from the City.

BC Hydro would also assume responsibility for the Greenlots (Zeco) agreement, which facilitates the use, and billing for the station.

The License of Occupation agreement would be for a ten (10) year term commencing August 1, 2020 with a renewal clause for an additional ten (10) years.

Respectfully submitted,



Robert Niewenhuizen,
Director of Engineering and Public Works

cc Erin Jackson, Corporate Officer
Tracy Tulak, Acting Chief Financial Officer



Item 9.2

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: the Mayor and Corporate Officer be authorized to execute the lease agreement for Hazard Beacon H3 with MYBC Datacom for a five (5) year term from August 15, 2020 to August 14, 2025 at the rate of \$1,530.00 (plus GST) in the first year, with 2% increases for each subsequent year, subject to Community Charter Advertising requirements.

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

**CITY OF
SALMON ARM**

Date: July 21, 2020
To: His Worship Mayor Harrison & Members of Council
Subject: MYBC Datacom – Hazard Beacon H3 Lease Agreement

RECOMMENDATION:

THAT: the Mayor and Corporate Officer be authorized to execute the lease agreement for Hazard Beacon H3 with MYBC Datacom for a five (5) year term from August 15, 2020 to August 14, 2025 at the rate of \$1,530.00 (plus GST) in the first year, with 2% increases for each subsequent year, subject to Community Charter advertising requirements.

BACKGROUND:

MYBC Datacom has been leasing space on Hazard Beacon H3 since 2012. The agreement allows the company to attach wireless communication equipment to the beacon and operate, repair, replace and maintain the equipment as necessary. This equipment is used to provide internet service to customers in the area.

The agreement will expire on August 15, 2020 and MYBC Datacom has requested a renewal for an additional five (5) year term. The lease fee at expiry was \$1,500 (plus GST) and staff recommend that it be increased by 2% to \$1,530.00 (plus GST), in keeping with Consumer Price Index increases that have been applied to most of the City's other agreements, and increased by the same amount annually.

The agreement will be advertised pursuant to Community Charter requirements.

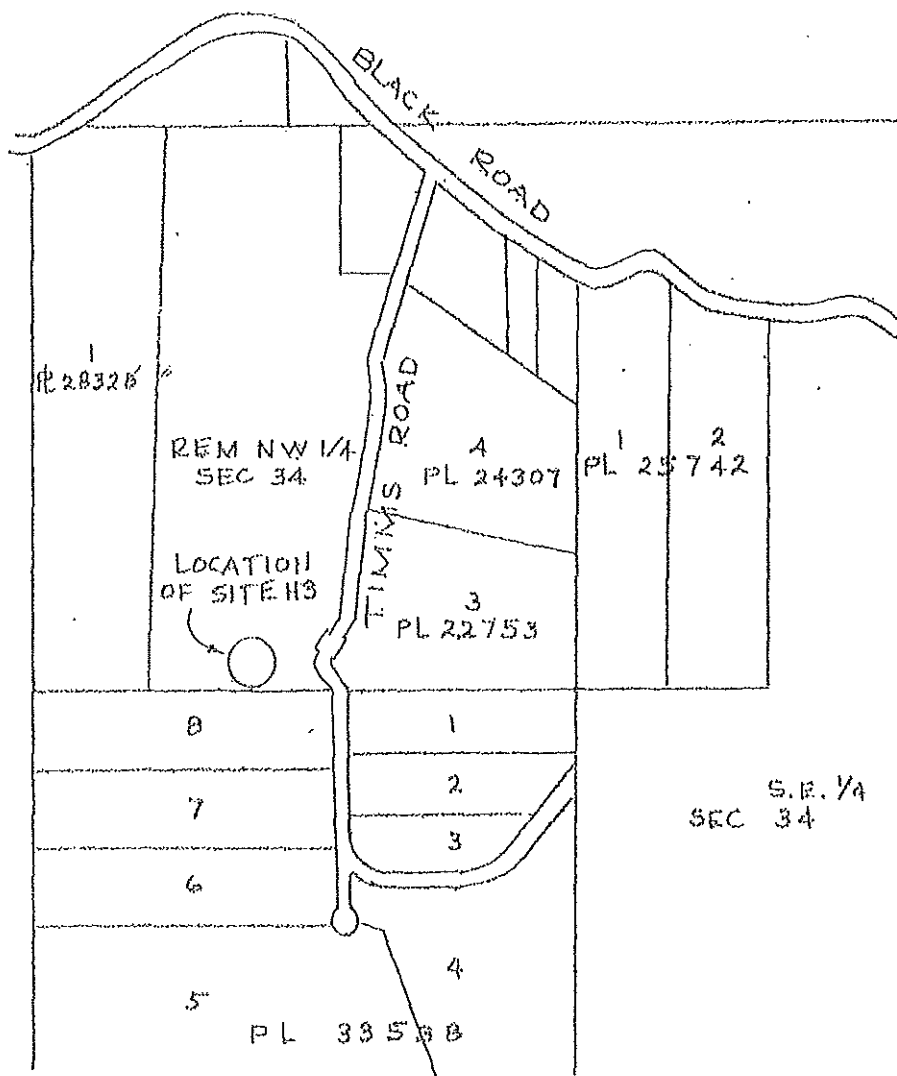
Respectfully submitted,



Erin Jackson
Director of Corporate Services

TO OKANAGAN
HWY N° 37B

NORTH



KEY PLAN

SCALE - 1:10,000

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Item 9.3

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: the 2020 Fire Department budget be amended as follows:

1. \$3,500.00 from payroll/additional practice hours to Fire Investigation & Prevention – contracted services.
2. \$2,000.00 from Fire Hall 4 roof (Capital) to Unit #213 Engine 2, contract services.

Vote Record

- ☐ Carried Unanimously
 - ☐ Carried
 - ☐ Defeated
 - ☐ Defeated Unanimously
- Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond



City of Salmon Arm Fire Department

MEMORANDUM

Date: April 28, 2020
To: Tracy Tulak
From: Brad Shirley, Fire Chief
Re: Budget amendment

Recommendation:

That the 2020 Fire Department budget be amendment as follows:

- 1) \$3500.00 from payroll \ additional practice hours to Fire Investigation & Prevention - contracted services.
- 2) \$2000.00 from Fire Hall 4 roof (Capital) to Unit # 213 Engine 2, contract services.

Background:

- 1) The current pre-fire plan program utilized by the department is obsolete. Funds would be utilized for a new program including set up and licence fees.
- 2) Unit # 213 requires repairs not budgeted for (air brake reservoir tanks leaking and require replacing)

Respectively submitted

A handwritten signature in blue ink, appearing to be "Brad Shirley", is written over the text "Respectively submitted".

Fire Chief Brad Shirley

Item 10.1

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: the bylaw entitled City of Salmon Arm Zoning Amendment Bylaw No. 4399 be read a first and second time.

[ZON-1178; 111 60 Street NE; Nyland, H. & Brierley, B.; A2 to A3]

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond



To: His Worship Mayor Harrison and Members of Council

Date: July 10, 2020

Subject: Zoning Bylaw Amendment Application No. 1178

Legal: Lot A, Section 17, Township 20, Range 10, W6M, KDYD, Plan EPP96461

Civic: 111 – 60 Street NW

Applicant: H. Nyland & B. Brierley

MOTION FOR CONSIDERATION

THAT: a bylaw be prepared for Council's consideration, adoption of which would amend Zoning Bylaw No. 2303 by rezoning Lot A, Section 17, Township 20, Range 10, W6M, KDYD, Plan EPP96461 from A-2 (Rural Holding Zone) to A-3 (Small Holding Zone).

STAFF RECOMMENDATION

THAT: The Motion for Consideration be adopted.

BACKGROUND

The subject parcel is located at 111 - 60 Street NW in the Gleneden area as shown on Appendix 1 and 2. The proposal is to rezone the property from A-2, Rural Holding Zone to A-3, Small Holding Zone to facilitate a 2 ha (5 ac) subdivision. A sketch plan of the proposed subdivision has been submitted (Appendix 3) and site photos are attached as Appendix 4.

The existing parcel is 4.00 ha in size, designated Acreage Reserve in the Official Community Plan (OCP) and is zoned A-2, Rural Holding Zone as shown on Appendices 5 & 6. Approximately one third of the eastern portion of the property is in the Agricultural Land Reserve (ALR) (Appendix 7).

The surrounding properties are designated Acreage Reserve in the OCP and the area is generally comprised of a mixture of A-2 and A-3 zoned parcels, with a mix of agriculture and residential uses. There are several properties directly across 60 Street, which were rezoned from A-2 to A-3 in 2001. More recently (March, 2020), a property to the north was rezoned from A-2 to A-3, also to facilitate a one lot subdivision, File No. ZON-1168.

The subject property was created via a subdivision in 2013 and the ALC authorized the registration of Plan EPP27192, which created Lots 1 - 3, with the subject property being Lot 1. Since 2013, there has been 2 boundary adjustments and the most recent boundary adjustment (April, 2020), realigned the western parcel line of former Lot 1 to create Lot A, Plan EPP96461 (Appendix 8).

The ALC provided a detailed response to the zoning amendment referral. The ALC report is attached as Appendix 9. The report provides a historical timeline outlining previous ALC Resolutions as well as next steps. The report notes that the subdivision is outside the ALR; however, the road dedication is through the ALR. ALC staff advises that construction associated with the dedication of the road is subject to an ALC Transportation, Utility and Recreational Trail Use Application.

There has also been two previous zoning amendment applications for the parent property. In 2012, the parent property was rezoned from A-2 to A-3 to facilitate subdividing the 24 ha parent property into multiple 2.0 ha lots (Appendix 10). At the time of rezoning in 2012, the applicants were prepared to extend and connect the proposed new lots to the City water main. OCP Policy 13.3.15 states: "Consider extensions of the water system outside the Urban Containment Boundary when the project is funded primarily by the benefitting property owners." Later in 2012, the applicants decided not to proceed with the water main extension and the proposed subdivision; thus, another zoning application resulted and the original A-2 zoning was reinstated. Because the water main was not extended, a covenant was registered to the title of the property to ensure quantity and quality of an alternative water source.

The property is affected by a no access covenant prohibiting access from 60th Street to the subject property. This covenant was required at the time of subdivision in 2012 due to limited sight lines at the southeast corner of the property. Access to the subject property and to 233 – 60 Street NW is via a 20 m wide easement, Plan EPP27220 (Appendix 11), along the panhandle portion of 151 – 60 Street NW. The future plan for this easement is to dedicate it as road, which as previously mentioned, will be subject to ALC's review via a Transportation Use Application.

The proposal meets the required minimum parcel size requirements as specified in the A-3, Small Holding Zone; the A-3 zoning regulations are attached as Appendix 12. The A-3 Zone would allow for agriculture, one single family dwelling and an accessory secondary suite. Any new construction would require a building permit and will be subject to meeting Zoning Bylaw and BC Building Code requirements.

OCP POLICY

The subject parcel is designated Acreage Reserve in the OCP. The proposed A-3 zone is consistent with the Acreage Reserve land use designation. The proposed subdivision is consistent with OCP Policy 7.3.29, which supports subdivision within this area of Acreage Reserve commonly known as Gleneden.

" 7.3.29 Subdivision to accommodate further rural small agricultural holdings may be supported within the Acreage Reserve area situated west of both the Salmon River and the Trans Canada Highway subject to compliance with the following criteria:

- a. the site is well drained and free from flooding, unstable soils or other hazardous conditions;
- b. soil conditions permit permanent on-site sewage disposal for each parcel as determined by the appropriate agency;
- c. availability of adequate potable water supply on each parcel, approved by the appropriate agency;
- d. minimum two (2) hectare parcel size, other than subdivisions or boundary adjustments contemplated under policy 7.3.6 and subject to appropriate zoning; and
- e. the lands have an improved agricultural soils capability rating of class four (4), class five (5), class six (6) or class seven (7) as determined by the ALC, based on the Canada Land Inventory Agricultural Capability Classification System. The principle of protecting better quality agricultural soils from subdivision into small lots will guide decisions on mixed category applications and the ALC will continue to consider each subdivision application on its own merits to ascertain the potential impact of subdivision on existing and potential agricultural development."

Note that the Gleneden area is the only rural area of the City where subdivision is supported outright, along with A-3 and CD (Comprehensive Development) zoning. This support stems from a historical City and ALC decision approving the related OCP policy.

COMMENTS

Engineering Department

Engineering Department comments are attached as Appendix 13.

Building Department

No building department concerns.

Fire Department

No Fire Department concerns.

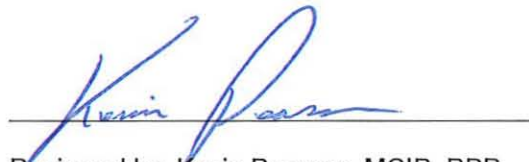
CONCLUSION

Staff supports this rezoning application based on the following:

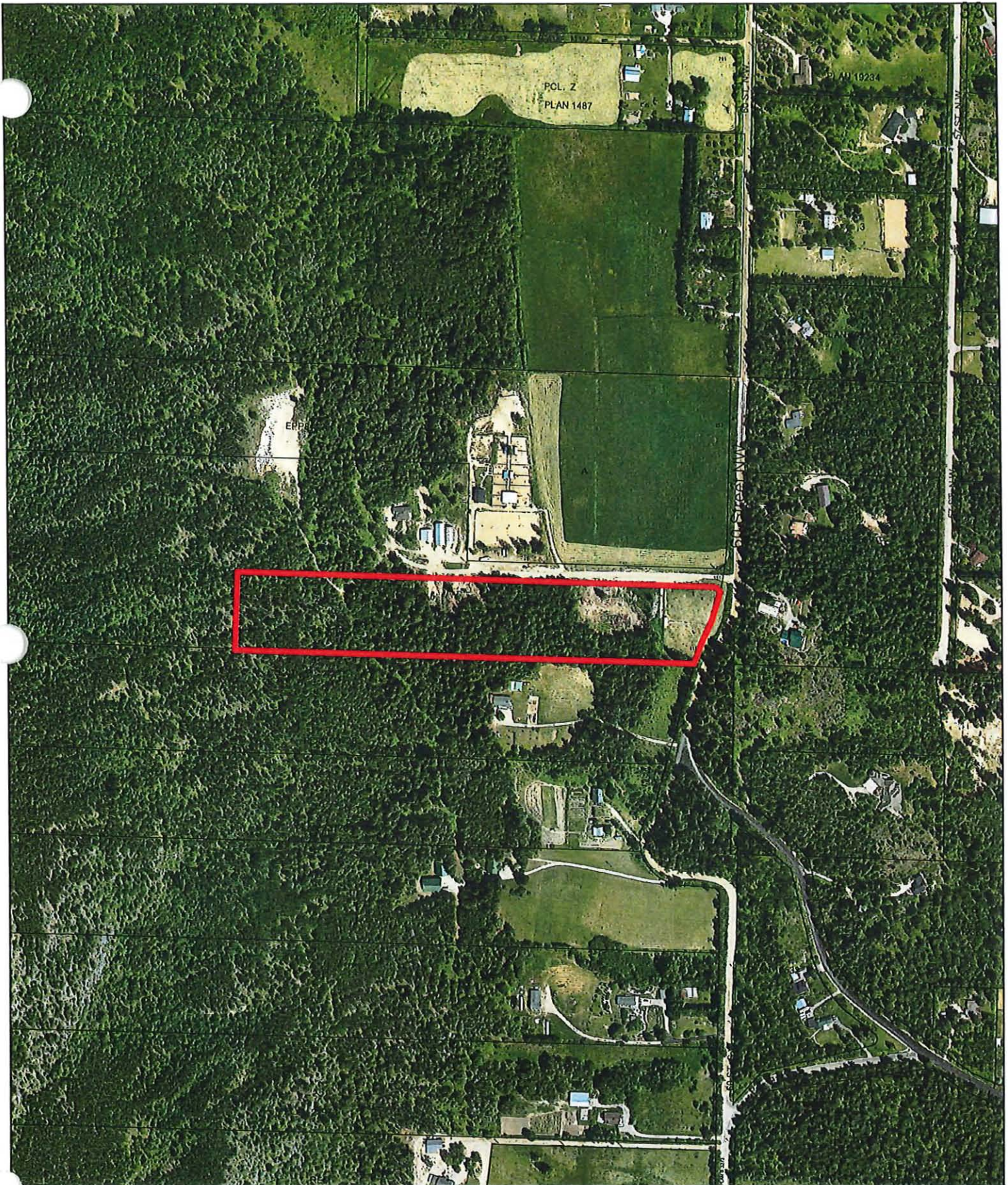
- The development as proposed is consistent with OCP Policy 7.3.29.
- The proposed A-3 zoning is consistent with the existing mix of A-2 and A-3 properties in the area.
- The proposed 2 ha subdivision meets the A-3 minimum parcel area requirements.



Prepared by: Denise Ackerman
Planner, Development Services



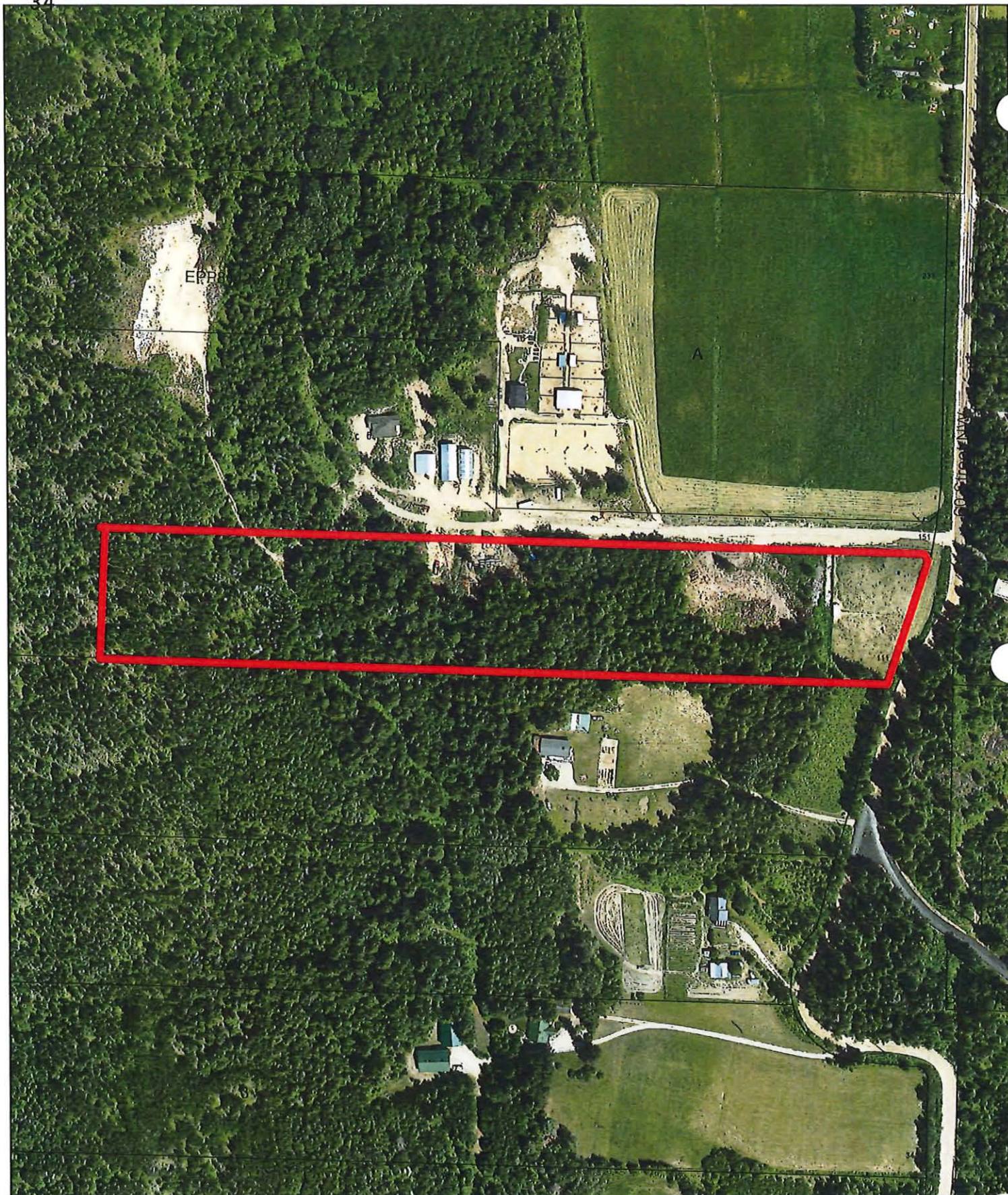
Reviewed by: Kevin Pearson, MCIP, RPP
Director of Development Services



0 25 50 100 150 200
Meters



Subject Parcel



0 15 30 60 90 120
 Meters



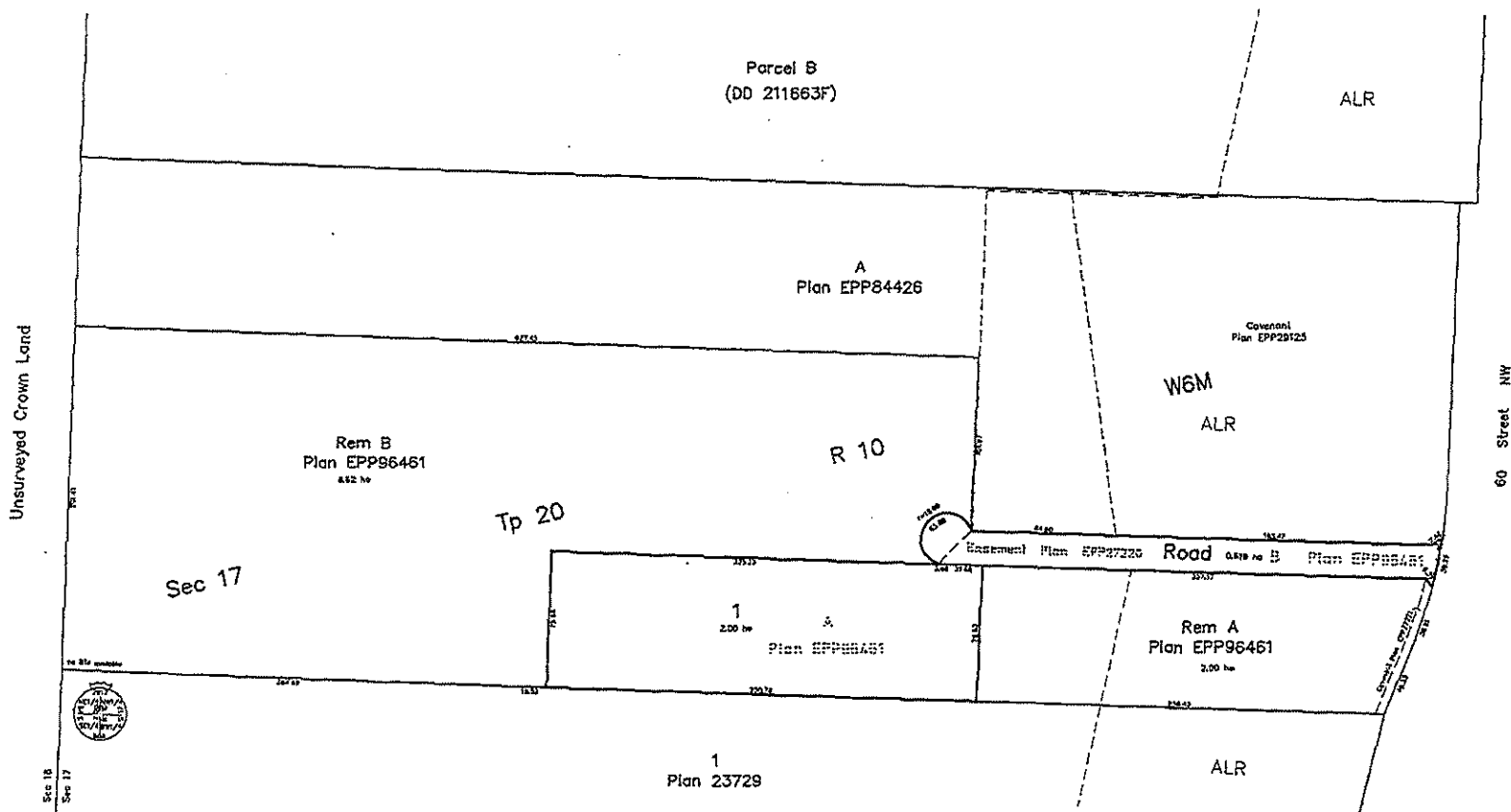
Subject Parcel

Sketch Plan of Proposed Subdivision of Parts of
Lot A and B, Sec 17, Tp 20, Rge 10,
W6M, KDYD, Plan EPP96461

BCDS 82L064 and 82L074

As shown on the plan

The intended plot size of this plan is 866mm in width by
565mm in height (0.866m wide plotted at a scale of 1:1250)



BROWN, JENNIFER LAND SURVEYORS
S.C. AND CANADA LAND
SALMON, B.C. 250-832-8701
Fax 250-20 438-1822



View looking west.



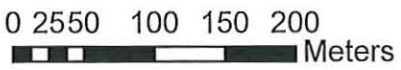
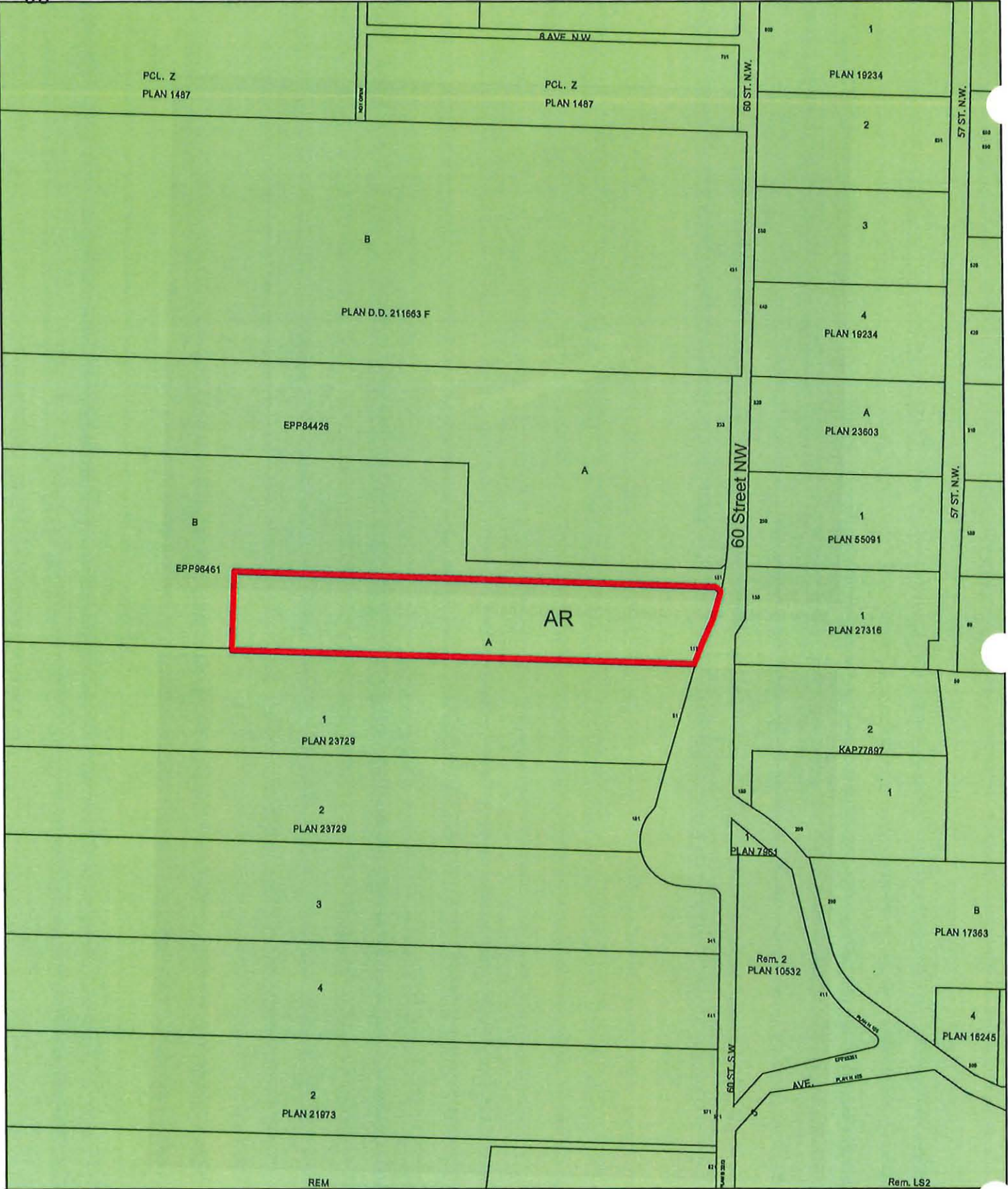
View looking northwest.



View looking west; subject property on the left.



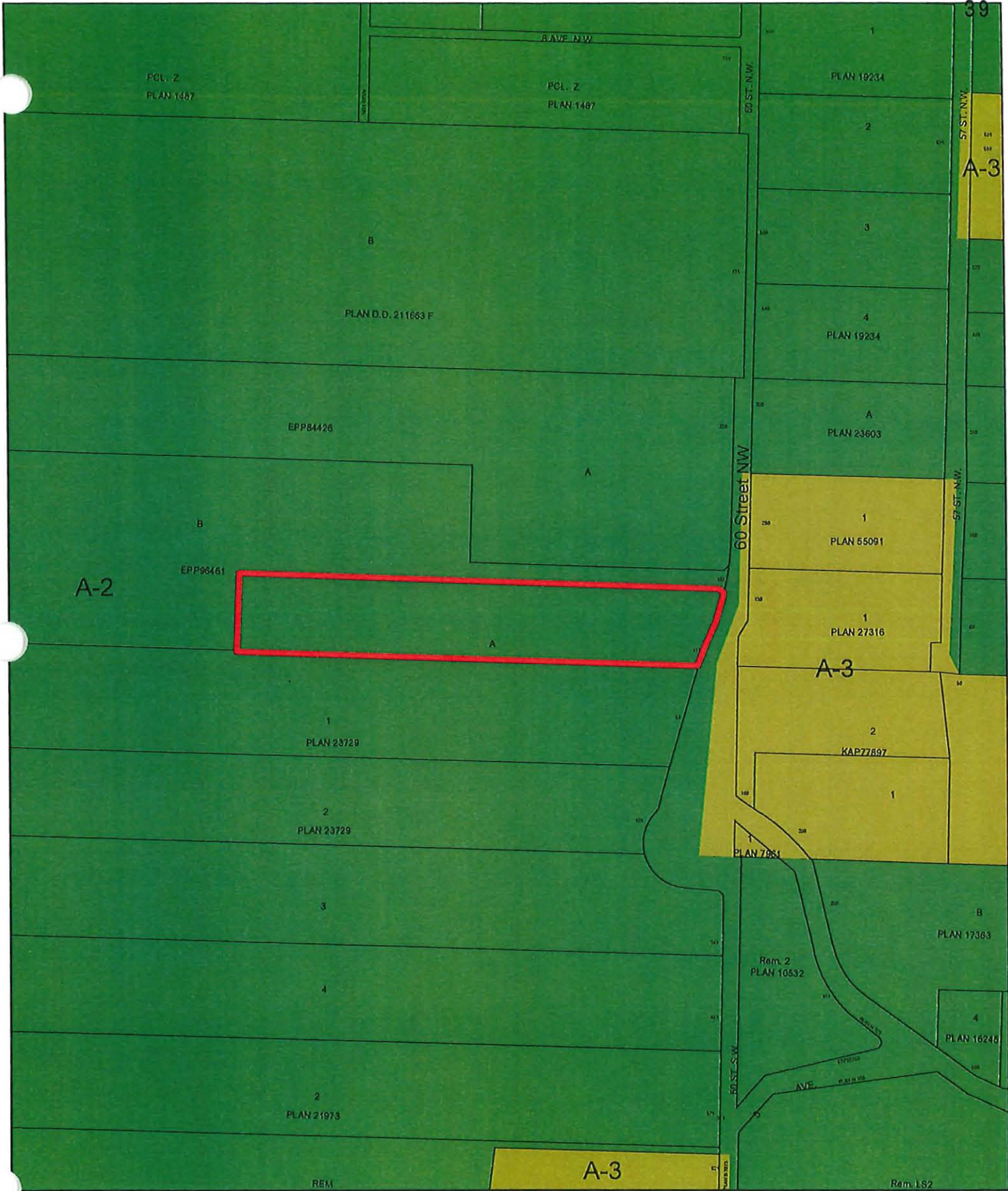
View looking southwest; easement for access in the foreground.



Subject Parcel



AR - Acreage Reserve



0 2550 100 150 200
Meters



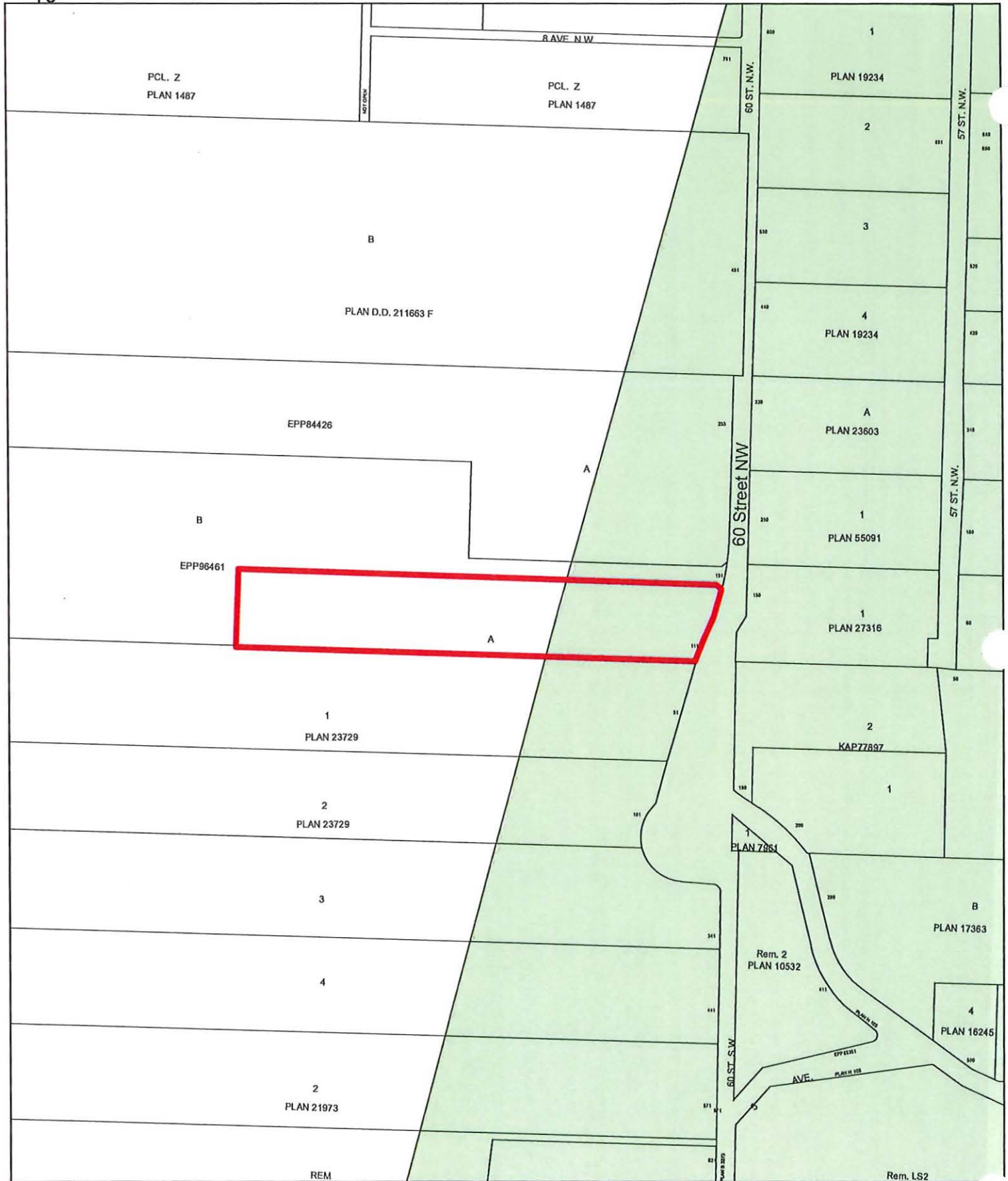
Subject Parcel



A-2, Rural Holding Zone



A-3, Small Holding Zone



0 2550 100 150 200
Meters



Subject Parcel



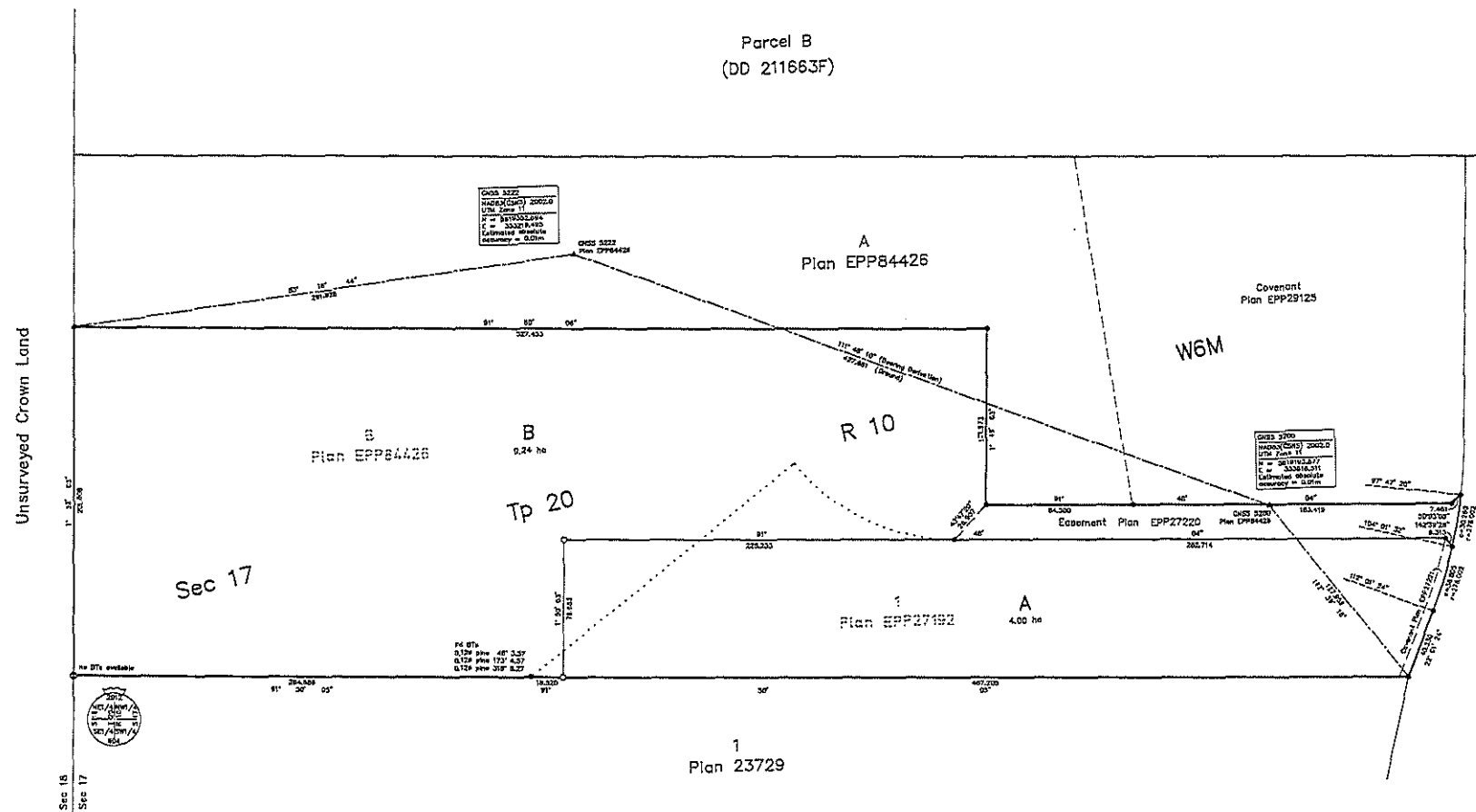
ALR

Subdivision Plan of
Lot 1, Plan EPP27192 and
Lot B, Plan EPP84426
Both in Sec 17, Tp 20, R 10, W6M
KDYY

BCCS 82L054 and 82L074



The intended plot size of this plan is 284mm in width by
560mm in height (D size) when plotted at a scale of 1:1250



LEGEND

Grid bearings are derived from differential
dual frequency GNSS observations and are
referred to the central meridian of UTM
Zone 11.

This plan shows horizontal ground level
distances, unless otherwise specified. To
compute grid distances, multiply ground level
distances by the average combined factor of
0.999954. The average combined factor has
been determined based on an ellipsoidal
elevation of 487.7 metres.

The UTM coordinates and estimated absolute
accuracy achieved are derived from
differential dual frequency GNSS observations
post processed using the Natural Resources
Canada Precise Point Positioning Service.

- Standard Capped Post Found
 - Standard Iron Post Found (DIP)
 - Standard Iron Post Placed (IP)
 - △ Traverse Hub Found
- DT bearings are plan

This plan lies within the Agricultural
Land Reserve

This plan lies within the jurisdiction of the
Approving Officer for the City of Salmon Arm.

This plan lies within the Columbia Shuswap
Regional District

The field survey represented by this plan was
completed on the 18th day of September, 2019
Joseph Charles Johnson, BCLS (S04)

BROWNE JOHNSON LAND SURVEYING
B.C. AND CANADA LANDS
SALMON ARM, B.C. 250-832-9701
Fax: 438-110 438-1810

**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

Reply to the attention of Sara Huber
 ALC Issue: 51817
 Local Government File: ZON-1178

Kathy Frese
 Development Services Assistant, City of Salmon Arm
kfrese@salmonarm.ca

Delivered Electronically

Re: City of Salmon Arm Zoning Amendment Application File No. 1178

Thank you for forwarding a draft copy of City of Salmon Arm (the "City") Zoning Amendment Application File No. 1178 (the "Application") for review and comment by the Agricultural Land Commission (ALC). The following comments are provided to help ensure that the Application is consistent with the purposes of the *ALC Act* (ALCA), the Agricultural Land Reserve (ALR) General Regulation, (the "ALR General Regulation"), the ALR Use Regulation (the "ALR Use Regulation"), and any decisions of the ALC.

Current Proposal:

The Application proposes to rezone the property identified as 111 60 Street Northwest; PID: 031-056-911 (the "Property") from A-2 (Rural Holding Zone) to A-3 (Small Holding Zone) to subdivide a 2 ha lot outside of the ALR. A road dedication is required to provide access to the new lot.

Application History:

In 1998, the ALC put forth an application to include 50 ha within the Gleneden, Canoe Creek, and Grinrod areas of Salmon Arm based on the soil capability and agricultural use of the lands (Application 9103; Legacy 31729). After review of the lands, the ALC decided to not to include the 18 ha Gleneden area, but approved the inclusion of the remainder of the lands (Resolution #102/1998). The 2.2 ha portion of the parent parcel of the Property was not included as a result of this application, as it is located within Gleneden.

In 2010, the ALC received applications to realign the ALR boundary of the parent parcel by excluding approximately 2 ha and including 2.2 ha to reflect the agricultural capability. The 24 ha parent parcel was then to be subdivided along the ALR boundary into a 5.3 ha ALR parcel and an 18.6 ha non-ALR remainder (Applications 51842 and 51843). The ALC conditionally allowed the exclusion of 1 ha, rather than the proposed 2.2 ha exclusion, and allowed the inclusion (Resolutions #2827/2010 and #2828/2010).

In 2011, the applicants requested reconsideration of Resolution #2827/2010 (the exclusion application) on the grounds that the location where the ALC had approved the access to the remainder was unsafe due to limited visibility because of the presence of a gully. The applicants proposed a new access which would be dedicated as road and the 2 ha north of the road was proposed to be excluded. The City supported the revised road alignment.

In 2012, the ALC acknowledged the rationale for the revised access road location, but indicated that some of the land separated by the road and proposed for exclusion had agricultural capability. As such, while it was not prepared to exclude the 2 ha area south of the access road, the ALC allowed subdivision of a 2 ha lot within the ALR in this location (Resolution #243/2012).

In addition, the ALC recalled that it had approved the inclusion of 2.2 ha into the ALR (Resolution #2828/2010). In view of the reduction in agricultural potential reflected in the relocation of the road and the associated subdivision, the ALC believed that a covenant should be registered against the title of the proposed inclusion property prohibiting the construction of a residence in the cleared field area.

In 2013, the ALC authorized the registration of Plan EPP27192 (the subdivision plan) and CA3170092 (the no-build covenant). The subdivision created three separate lots (Lots 1-3 comprised of 4 ha, 14.5 ha, and 5.55 ha, respectively). At this time, a 20 m wide easement was registered (Plan EPP27220) to provide access to Lot 2.

In 2019, Plan EPP84426 was registered which revised the boundaries of the former Lots 2 and 3 to create Lot A (10.8 ha) and Lot B (9.24 ha).

In 2020, Plan EPP96461 was registered which revised the boundaries of the former Lot 1, to create Lot A (4 ha).

ALC Staff Comments:

The area of the former easement (Plan EPP27220) is now proposed to be dedicated as road and the subdivision proposes to subdivide Lot A into two 2 ha lots. The subdivision is outside the ALR; however, the road dedication is through the ALR.

ALC staff advises that if there is construction associated with the dedication of the road, a transportation application must be submitted for the ALC's review. More information about the application process may be found here: <https://www.alc.gov.bc.ca/alc/content/applications-and-decisions/application-instructions>

ALC staff understands that the A-3 zone is intended to provide for the creation of 2 ha parcels in areas specified in the OCP where further urbanization is not anticipated and where the ALC has either excluded land from the ALR or agreed to the zoning. Agriculture is permitted as a permitted use in the A-3 zone.

ALC staff note that the minimum setback for buildings and structures to accommodate agricultural uses range from 15 to 30 m from the lot lines. The [Ministry of Agriculture's Guide for Bylaw Development in Farming Areas](#) (also known as the Minister's Bylaw Standards) provides guidance on appropriate setbacks for agricultural uses. ALC staff recommends that the City consider implementing setbacks which reflect the Minister's Bylaw Standards.

The ALC strives to provide a detailed response to all bylaw referrals affecting the ALR; however, you are advised that the lack of a specific response by the ALC to any draft bylaw provisions cannot in any way be construed as confirmation regarding the consistency of the submission with the ALCA, the Regulations, or any Orders of the Commission.

This response 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 have any questions about the above comments, please contact the undersigned at 236-468-3258 or by e-mail (Sara.Huber@gov.bc.ca).

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION



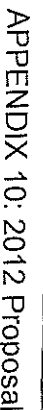
Sara Huber, Regional Planner

Enclosure: Referral of ZON-1178

CC: Ministry of Agriculture – Attention: Chris Zabek

51817m1

All distances are in metres.

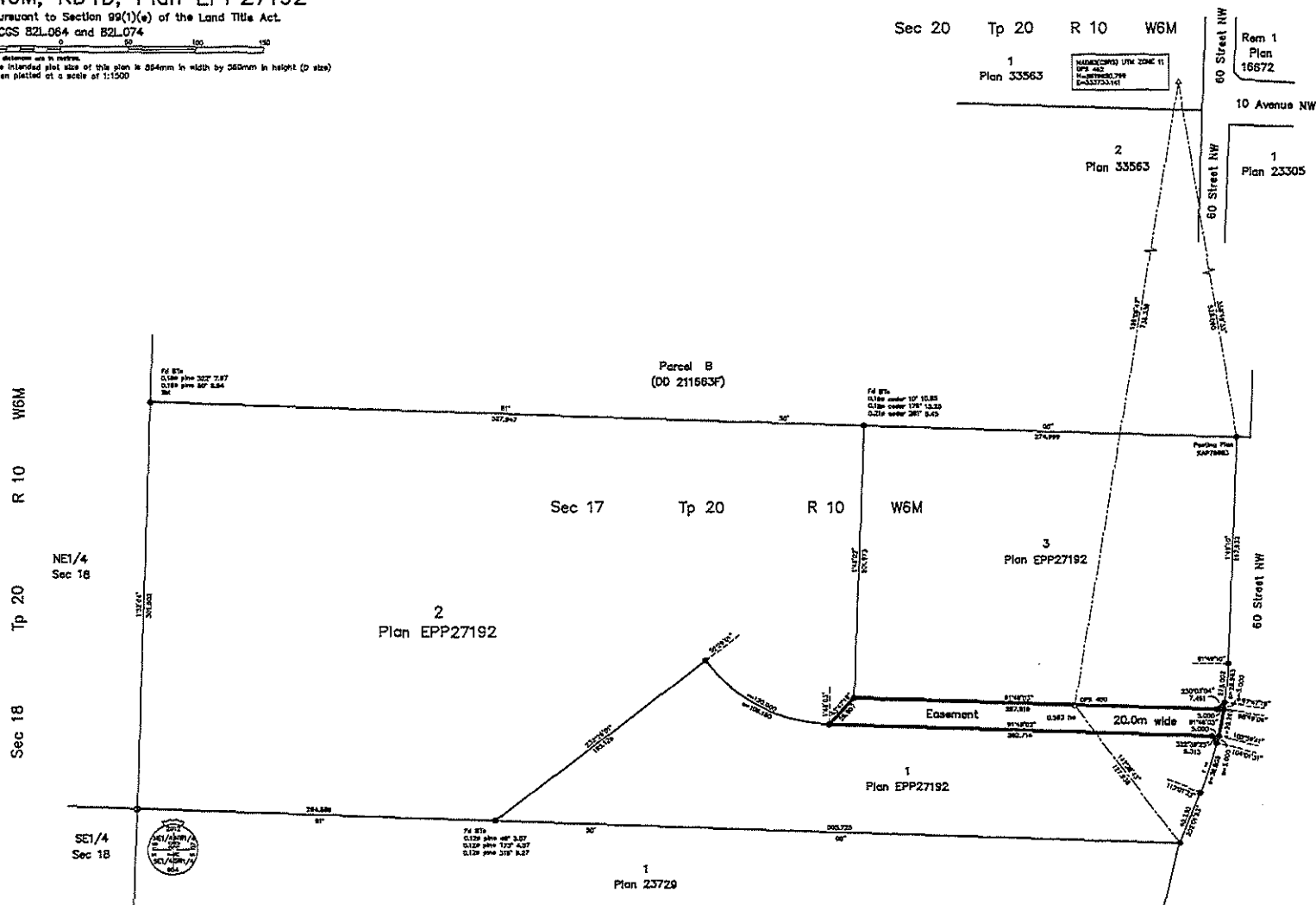


Reference Plan of Easement in Lot 2, Sec 17, Tp 20, R 10, W6M, KDYD, Plan EPP27192

Pursuant to Section 99(1)(a) of the Land Title Act,
BCGS 82L064 and 82L074

All distances are in metres.
The intended plot size of this plan is 554mm in width by 383mm in height (D size)
when plotted at a scale of 1:1500

PLAN EPP27220



LEGEND

Grid bearings are NAD83 (CGRS) and are derived from differential carrier phase GPS observations and are referred to the control meridian of UTM Zone 11. To obtain local astronomic bearings referred to the meridian through GPS 462, subtract 1°49'22".

This plan shows ground level distances, based on a mean ellipsoidal elevation of 481.4. To compute grid distances, multiply ground level distance by the mean combined scale factor of 0.99998722.

The UTM coordinates and estimated network horizontal accuracy are derived from dual frequency differential carrier phase GPS observations post processed using the National Resources Canada Precise Point Positioning (PPP) Service.

The estimated network horizontal accuracy is 0.1m.

- Standard Iron Post Found
- Standard Capped Post Found
- △ Traverse Hub Placed
- DT bearings are plan

This plan lies within the Columbia Shuswap Regional District

The field survey represented by this plan was completed on the 27th day of November, 2012
Joseph Charles Johnson, BCLS

BROWNE JOHNSON LAND SURVEYORS
B.C. AND CANADA LAND
SALMON ARM, B.C. Ph:250-832-9701
Fax:250-12 (146-10) P00715 p.04

SECTION 36 - A-3 - SMALL HOLDING ZONE

Purpose

- 36.1 The A-3 *Zone* is intended to provide for the creation of two hectare *parcels* in areas specified in the *Official Community Plan* where further urbanization is not anticipated and where the Agricultural Land Commission (ALC) has either excluded the area from the Agricultural Land Reserve or where the ALC has agreed to the A-3 Zoning).

Regulations

- 36.2 On a *parcel zoned* A-3, no *building* or *structure* shall be constructed, located or altered and no plan of subdivision approved which contravenes the regulations set out in the A-3 *Zone* or those regulations contained elsewhere in this Bylaw.

Permitted Uses

- 36.3 The following uses and no others are permitted in the A-3 *Zone*

- .1 *agriculture*;
- .2 *bed and breakfast*, limited to three let rooms;
- #2767 .3 *boarders*, limited to two;
- #4018, #4193 .4 *detached suite* (*development* of a *detached suite* in the Agricultural Land Reserve is subject to the Agricultural Land Commission Act and Regulations);
- #3082 .5 *family childcare facility*;
- #3426 .6 *group childcare*;
- .7 *home occupation*;
- .8 *public use*;
- .9 *public utility*;
- #3212 .10 *secondary suite*;
- .11 *silviculture*;
- .12 *single family dwelling*;
- .13 *accessory use*, including the retail sale of agricultural products produced on the *parcel*.

Maximum Number of Single Family Dwellings

- 36.4 The maximum number of *single family dwellings* shall be one (1) per *parcel*.
- .1 A second dwelling may be permitted under Section 4.13 of the bylaw.

Maximum Number of Secondary Suites

- 36.5 One (1) *secondary suite* or one (1) *detached suite* is permitted per *parcel*.

Maximum Residential Building Area

- 36.6 The maximum combined building area for all dwelling units (single family dwelling, detached suite and farm help) shall be no greater than 500 m² (5,382ft²).

SECTION 36 - A-3 - SMALL HOLDING ZONE - CONTINUED

Maximum Height of Single Family Dwellings

- 36.7 The maximum *height* of the *single family dwelling* shall be 10.0 metres (32.8 feet).

Maximum Height of Accessory Buildings

- 36.8 The maximum *height* of accessory *buildings* shall be 12.0 metres (39.4 feet).

Minimum Parcel Size

- 36.9 The minimum *parcel* size shall be 2.0 hectares (4.9 acres).

Minimum Parcel Width

- 36.10 The minimum *parcel width* shall be 50.0 metres (164.0 feet).

Minimum Setback of Principal and Accessory Buildings Intended to Accommodate Non-Agricultural Uses

- 36.11 .1 The minimum *setback* of *principal* and accessory *buildings* intended to accommodate non-agricultural uses from all *parcel* lines shall be 6.0 metres (19.7 feet).
- #2811 .2 Refer to Section 4.9 for “Special Building Setbacks” which may apply.

Minimum Setback of Buildings or Structures Intended to Accommodate Agricultural Uses

- 36.12 The minimum *setback* of *buildings* and *structures* intended to accommodate agricultural uses from the:

- | | | |
|----------|---|-------------------------|
| .1 | <i>Front parcel line</i> shall be | 30.0 metres (98.4 feet) |
| .2 | <i>Rear parcel line</i> shall be | 15.0 metres (49.2 feet) |
| .3 | <i>Interior side parcel line</i> shall be | 15.0 metres (49.2 feet) |
| .4 | <i>Exterior side parcel line</i> shall be | 30.0 metres (98.4 feet) |
| .5 | Any <i>single family dwelling</i> shall be | 15.0 metres (49.2 feet) |
| .6 | Any <i>watercourse</i> or body of water shall be | 30.0 metres (98.4 feet) |
| #2811 .7 | Refer to “Pound and Animal Control Bylaw” for special setbacks which may apply. | |

Sale of Agricultural Products

- 36.13 The retail sale of agricultural products produced on the *parcel* is permitted provided the maximum *floor area* of the retail sale stand is 40.0 square metres (430.5 square feet).

Parking

- 36.14 Parking shall be required as per Appendix I.



DEVELOPMENT SERVICES DEPARTMENT

Box 40, 500 - 2 Avenue NE,
Salmon Arm, BC, V1E 4N2

Phone: 250-803-4010 // FAX: 250-803-4041

TO:**PRINT****SUBMIT FORM**

DIRECTOR OF DEVELOPMENT SERVICES (Kevin)
 PLANNING AND DEVELOPMENT OFFICER (Scott)
 PLANNING AND DEVELOPMENT OFFICER (Chris)
 PLANNING AND DEVELOPMENT OFFICER (Denise)
 MANAGER OF PERMITS & LICENSING (Maurice)
 FIRE DEPARTMENT (Brad)
 ENGINEERING & PUBLIC WORKS DEPARTMENT (Shelly for Departments.)
~~MINISTRY OF TRANSPORTATION & INFRASTRUCTURE (Via eDAS)~~
 BC HYDRO, via email utilities group
 FORTISBC, via email utilities group
 TELUS, via email utilities group
 SHAW CABLESYSTEMS, via email utilities group

REFERRAL:

DATE: June 1, 2020
 OWNER: H. Nyland & B. Brierley, PO Box 2008, Salmon Arm V1E 4P9
 APPLICANT/AGENT: Owner,
 SUBJECT: ZONING AMENDMENT APPLICATION FILE NO. ZON-1178
 LEGAL: Lot A, Section 17, Township 20, Range 10, W6M KDYD, Plan EPP96461
 CIVIC: 111 – 60 Street NW

Please provide comments on the attached Zoning Amendment Application at your earliest opportunity.

OCP Designation: AR (Acreage Reserve)
 OCP Designation Request: n/a
 Development Permit Area: Environmentally Sensitive Riparian Areas
 Current Zoning: A-2 (Rural Holding Zone)
 Requested Zoning: A-3 (Small Holding Zone)
 ALR: Yes, portion of property
 Previous Files: 19.21
 Associated File: n/a

Thank you.

Denise Ackerman
 Development Services Planner

COMMENTS for ZON-1178:

No Engineering Concerns.

The subject property does not front onto a City watermain; an Alternative Water Source is required. Installation of a new on-site water supply system is required in accordance with Section 5.2 of the bylaw. Either a Professional Driven Approach (completed by a qualified Professional Engineer) or a Homeowner Driven Approach (completed by the homeowner and/or qualified well driller) may be required to certify quality and quantity of the alternative water source.

SIGNATURE & DEPARTMENT:

DATE: 09-07-2020

CITY OF SALMON ARM

BYLAW NO. 4399

A bylaw to amend "District of Salmon Arm Zoning Bylaw No. 2303"

WHEREAS notice of a Public Hearing to be held by the Council of the City of Salmon Arm by electronic means as authorized by Ministerial Order M192, British Columbia, on _____, 2020 at the hour of 7:00 p.m. was published in the _____ and _____, 2020 issues of the Salmon Arm Observer;

AND WHEREAS the said Public Hearing was duly held at the time and place above mentioned;

NOW THEREFORE the Council of the City of Salmon Arm in open meeting assembled enacts as follows:

1. "District of Salmon Arm Zoning Bylaw No. 2303" is hereby amended as follows:

Rezone Lot A, Section 17, Township 20, Range 10, W6M, KDYD, Plan EPP96461 from A-2 Rural Holding Zone to A-3 Small Holding Zone, attached as Schedule "A".

2. SEVERABILITY

If any part, section, sub-section, clause of this bylaw for any reason is held to be invalid by the decisions of a Court of competent jurisdiction, the invalid portion shall be severed and the decisions that it is invalid shall not affect the validity of the remaining portions of this bylaw.

3. ENACTMENT

Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto as amended, revised, consolidated or replaced from time to time.

4. EFFECTIVE DATE

This bylaw shall come into full force and effect upon adoption of same.

5. CITATION

This bylaw may be cited as “City of Salmon Arm Zoning Amendment Bylaw No. 4399”

READ A FIRST TIME THIS	DAY OF	2020
READ A SECOND TIME THIS	DAY OF	2020
READ A THIRD TIME THIS	DAY OF	2020
ADOPTED BY COUNCIL THIS	DAY OF	2020

MAYOR

CORPORATE OFFICER

SCHEDULE "A"



Item 11.1

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: the bylaw entitled City of Salmon Arm 2020 Tax Sale Deferral Bylaw No. 4402 be read a final time.

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

CITY OF SALMON ARM

Date: July 2, 2020
 To: Mayor Harrison and Members of Council
 From: Tracy Tulak, Acting Chief Financial Officer
 Subject: 2020 Tax Sale Deferral Bylaw

Recommendation:

THAT: Bylaw No. 4402 cited as the "City of Salmon Arm Defer Tax Sale for the year 2020 Bylaw No. 4402" be given three readings.

Background:

On May 15, 2020, the Minister of Public Safety and Solicitor General issued a Local Government Finance (COVID-19) Order. The order ensures that certain financial measures be authorized so that local governments have operating funds during the emergency and the impacts of the emergency are lessened by varying, extending, or deferring requirements.

From the Ministry Order, Division 4 – Annual Tax Sales 15 provides Council the option to defer the sale to September 27, 2021.

Parts of the order include:

15 (1) A council of a municipality may, by bylaw adopted on or before August 31, 2020, defer the annual tax sale for 2020, provided for under Division 7.

(2)(i) The annual tax sale for 2020 has been deferred to September 27, 2021.

Tax Sale

Properties with a delinquent balance for three years are sold at a tax sale. The tax sale is held annually, according to the Province of British Columbia's Local Government Act. In 2020, the delinquent taxes represent taxes and utility charges owed from 2018.

The annual tax sale takes place at 10:00 am on the last Monday in September in the Council Chambers. Properties which may be included in the annual tax sale are listed in the local newspaper the week preceding the tax sale. If the delinquent taxes are paid before 10:00 am on the tax sale day, they will be removed from the list of properties.

The City has not had a tax sale in the nineteen (19) years that the undersigned has been employed with the City. Staff remain diligent in contacting those property owners that currently owe delinquent taxes, with payment options, and open lines of communication. As of June 30, 2020, there are less properties on the delinquent tax owing list, than in 2019.

Communication

Written notice must be sent within two weeks of the bylaw's adoption to the property owner of a property that is subject to the deferred annual tax sale advising the owner that:

- (i) The annual tax sale for 2020 has been deferred to September 27, 2021,
- (ii) Any taxes that are delinquent will remain delinquent for 2021, with applicable interest charges, and
- (iii) Unless the delinquent taxes are paid before the start of the tax sale on September 27, 2021, the property will be subject to tax sale on September 27, 2021.

Conclusion

Staff recommend the 2020 Tax Sale be deferred to September 27, 2021. Staff will continue to be diligent in contacting property owners with delinquent taxes and encourage payment.

Respectfully Submitted,



Tracy Tulak, CPA, CMA

CITY OF SALMON ARM

BYLAW NO. 4402**A bylaw to Defer Tax Sale for the year 2020**

WHEREAS in accordance with Division 4 of Local Government Finance (Covid-19) Ministerial Order No. M159 Council may, by bylaw adopted on or before August 31, 2020 defer the annual tax sale for 2020 until September 27, 2021, with the effect that the annual tax sale would be on that date in respect of the upset price described in section 649 of that Local Government Act;

NOW THEREFORE the Council of the City of Salmon Arm, in the Province of British Columbia, in an open meeting assembled, hereby enacts as follows:

1. DEFINITIONS

"arrears taxes" means outstanding property taxes plus applicable penalties and interest that are unpaid on December 31 in the year they were imposed.

"delinquent taxes" means taxes in arrears remaining unpaid on December 31, in the year following the year in which they became taxes in arrears.

2. TAX SALE 2020

- a) The annual tax sale for 2020 is deferred to September 27, 2021.
- b) All delinquent taxes on properties within the City of Salmon Arm at September 28, 2020 will remain as delinquent taxes for 2021 with applicable interest charges.

3. CITATION

This bylaw may be cited for all purposes as "City of Salmon Arm 2020 Tax Sale Deferral Bylaw No. 4402".

READ A FIRST TIME THIS	13th	DAY OF	July	2020
READ A SECOND TIME THIS	13th	DAY OF	July	2020
READ A THIRD TIME THIS	13th	DAY OF	July	2020
ADOPTED BY COUNCIL THIS		DAY OF		2020

MAYOR

CORPORATE OFFICER

Item 12.1

INFORMATIONAL CORRESPONDENCE - July 27, 2020

- | | | |
|-----|--|---|
| 1. | V. Gunn – email dated July 14, 2020 – Formal Request for Speed Bumps – 60 th Street NE – Hazardous Traffic | A |
| 2. | B. Lockie – letter dated July 14, 2020 – Property Taxes | A |
| 3. | P. Millar – email dated July 16, 2020 – Al Boucher Memorial Field | A |
| 4. | S. MacMillan – email dated July 21, 2020 – Wearing Masks | A |
| 5. | R. Parenteau, Manager, Shuswap Community Foundation – letter dated July 13, 2020 – Grants in Aid and McGuire Lake Memorial Walkway | A |
| 6. | A. Morris, Co-Chair, Salmon Arm Ecumenical KAIROS Committee – email dated July 16, 2020 – Issue of whether Should Salmon Arm join the ICAN Cities Appeal | A |
| 7. | Interior Health Authority – letter dated July 21, 2020 – Preparation for Extreme Heat and Wildfire Smoke | N |
| 8. | D. Black, President, MoveUP – email dated July 22, 2020 – Meeting request from the Movement of United Professionals (MoveUP) | A |
| 9. | G. Kylo, MLA, Shuswap – letter dated July 10, 2020 – Highway West Project | A |
| 10. | N. Marotz, Chair, Board of Examiners – letter dated June 29, 2020 – Certificate in Local Government Statutory Administration to Erin Jackson, Director of Corporate Services | N |
| 11. | B. Pires – email dated July 21, 2020 – Colonial name of our province | A |

N = No Action Required
A = Action Requested

S = Staff has Responded
R = Response Required

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Item 12.2

CITY OF SALMON ARM

Date: July 27, 2020

L. Wong, Manager, Downtown Salmon Arm – letter
Dated July 21, 2020 – Responsible Alcohol Consumption

Vote Record

- ☐ Carried Unanimously
 - ☐ Carried
 - ☐ Defeated
 - ☐ Defeated Unanimously
- Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond



Mayor and Council
 City of Salmon Arm
 PO Box 40
 Salmon Arm, BC V1E 4N2

July 21, 2020

To Mayor and Council

Re: Responsible Alcohol Consumption

The Salmon Arm Downtown Improvement Association at its' regular board meeting of July 15, 2020 approved the following motion:

DSA is in support of responsible alcohol consumption in city-owned public places and requests that City Council make the necessary bylaw changes and approves Alexander Plaza as one such location.

The BC Liquor Control and Licensing Act allows cities to "pass a bylaw that allows liquor consumption" in city-owned public spaces. The act also allows for cities to designate specific hours that the new privileges would be in effect.

Here are some notes from a recent conversation I had with the Engagement Officer at City of Penticton, one of the two B.C. communities having adopted this bylaw.

- A City Councilor brought it up and rest of Council thought it was a good idea
- Council directed City Staff to come up with a pilot project
- They created a map of logical places that were well-defined and people were likely doing it anyways
- They avoided family oriented areas and condensing it into a targeted area (to avoid a party centre)
- Arbitrarily choose times so it's 12-8pm
- Staff were asked to survey the community and get feedback. A broad reach and then random samples were conducted through an online platform they use. 1270 people were surveyed and 70% were in support or strongly supported it.
- The trial has been extended to the end of summer, to see what actually happens
- RCMP expressed their concerns and were not thrilled
- City bylaw officers already do active foot patrols and drive-bys. They did not change their schedule too much
- Citizen's concerns are about enforcement, litter and signage
- The City has an existing system called 'See Something, Say Something' campaign
- City Staff will monitor calls to this 'See Something, Say Something' dedicated phone line
- One criticism is does this really 'Support Local Business' – there isn't a metric to measure this so are relying anecdotally

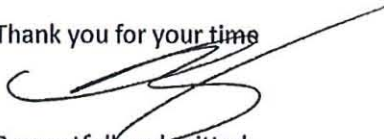
DOWNTOWN SALMON ARM
 250 SHUSWAP STREET NE, PO BOX 1928
 SALMON ARM, BRITISH COLUMBIA V1E 4P9

DOWNTOWN
SALMON ARM

We are fortunate to have a variety of locally owned breweries, distilleries and wineries. With the current regulations, our local producers are only able to sample their products but not sell in public spaces. This opportunity would provide the public with an option to purchase a locally crafted beverage to enjoy on Alexander Plaza. This could create a cultural shift in the way we utilize this street – not only for the passage of vehicles but for pedestrians to experience a sense of community.

Should you require further information, please contact me.

Thank you for your time



Respectfully submitted

Lindsay Wong
Manager

DOWNTOWN SALMON ARM
250 SHUSWAP STREET NE, PO BOX 1928
SALMON ARM, BRITISH COLUMBIA V1E 4P9

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Item 14.1

CITY OF SALMON ARM

Date: July 27, 2020

Presentation 3:00 p.m. (approximately)

NAME: Jake Jacobson, Shuswap Society for the Arts and Culture

TOPIC: Proposal for a multi-functional performing arts and culture centre

Vote Record

- ☐ Carried Unanimously
 - ☐ Carried
 - ☐ Defeated
 - ☐ Defeated Unanimously
- Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

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Item 19.1

CITY OF SALMON ARM

Date: July 27, 2020

K. Cox, Land Use Planner, Agricultural Land Commission – letter dated July 16, 2020 –
Reasons for Decision – ALC Application 60537
- For Information

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond



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

July 16, 2020

ALC File: 60537

Mike & Sarah Schroeder
DELIVERED ELECTRONICALLY

Dear Mike & Sarah Schroeder:

Re: Reasons for Decision - ALC Application 60537

Please find attached the Reasons for Decision of the Okanagan Panel for the above noted application (Resolution #330/2020).

Under section 33.1 of the *Agricultural Land Commission Act* (ALCA), the Chair of the Agricultural Land Commission (the "Commission") has 60 days to review this decision and determine if it should be reconsidered by the Executive Committee in accordance with the ALCA. You will be notified in writing if the Chair directs the reconsideration of this decision. The Commission therefore advises that you consider this 60 day review period prior to acting upon this decision.

Under section 33 of the *Agricultural Land Commission Act* (ALCA), a person affected by a decision (e.g. the applicant) may submit a request for reconsideration. Please be advised however that on March 12th, 2020 the ALC Amendment Act ([Bill 15 – 2019](#)) was brought into force and effect, changing the reconsideration process.

A request to reconsider must now meet the following criteria:

- No previous request made by an affected person, and
- The request provides evidence not available at the time of the original decision that has become available, and that could not have been available at the time of the original decision had the applicant exercised due diligence, or
- The request provides evidence that all or part of the original decision was based on evidence that was in error or was false.

The amendments also propose a change to limit the time period for requesting a reconsideration to 90 days from the date of this decision – this change has not been brought into force and effect yet. As a result, a person affected by this decision will have one year from the date of this decision's release as per [ALC Policy P-08: Request for Reconsideration](#) to request reconsideration of the decision or 90 days from the date the legislative change takes effect (date unknown at this time), whichever comes sooner.

Please refer to the ALC's [Information Bulletin 08 – Request for Reconsideration](#) for more information.

Please direct further correspondence with respect to this application to ALC.Okanagan@gov.bc.ca

Yours truly,



Katie Cox, Land Use Planner

Enclosures: Reasons for Decision (Resolution #330/2020)
Schedule A: Decision Map

cc: City of Salmon Arm (File: ALC-391). Attention: Scott Beeching
60537d1



**AGRICULTURAL LAND COMMISSION FILE 60537
REASONS FOR DECISION OF THE OKANAGAN PANEL**

Non-Farm Use Application Submitted Under s.20(2) of the Agricultural Land Commission Act

Applicants:

Mike Schroeder
Sarah Schroeder

Property:

Parcel Identifier: 014-129-469
Legal Description: Part NW1/4 Section 32 Township
19 Range 10 Meridian West 6 Kamloops Division of
Yale District
Civic: 6710 50 Ave SW, Salmon Arm, BC
Area: 65.9 ha (all within the ALR)

Panel:

Gerald Zimmermann, Okanagan Panel Chair
Joe Deuling



OVERVIEW

- [1] The Property is located within the Agricultural Land Reserve (ALR) as defined in s. 1 of the *Agricultural Land Commission Act* (ALCA).
- [2] The Applicants purchased the Property in 2006 and have made multiple agricultural improvements to the Property, including implementing cover crops, adding nutrients to the soil, and switching from hay to grain production. The Property currently has 62.7 ha (155 acres) of cultivated grain and forage production for food grade and animal feed, a 3 to 4 year rotation of cereals, 2 barns used for crop, manure and equipment storage, and a layer barn with 4500 laying hens. The Applicants also lease and crop share an additional 48.6 ha (120 acres) in the area.
- [3] Pursuant to s. 20(2) of the ALCA, the Applicants are applying to the Agricultural Land Commission (the "Commission") to construct a 334 m² (3,600 ft²) organic feed mill on the Property to provide feed for the existing poultry operation and future commercial feed production (the "Proposal"). The Applicants submit that they may not be able to meet the 50% threshold of on-farm products required under s. 11 of the ALR Use Regulation every year and as such require approval for the non-farm use.
- [4] Additionally, the Proposal requires 1,060 m³ of 3 inch minus rock/gravel and 1 inch crush/gravel over a 1 ha area to a depth of 1 meter. The 3 inch minus rock/gravel is proposed to be used for the lower 2 feet of driveway and building base; and the 1 inch crush/gravel for the top 6 inches of driveway. There will be sand under the concrete foundation of the Proposal. The fill project is estimated to take 6 months and the fill will be sourced from Blackburn Excavating Pit, which is located 2 km from the Property.
- [5] The first issue the Panel considered is whether the level of agricultural activity on the Property warrants the Proposal.
- [6] The second issue the Panel considered is whether the size and siting of the Proposal would impact the agricultural utility of the Property.



- [7] The Proposal was considered in the context of the purposes and priorities of the Commission set out in s. 6 of the ALCA:

6 (1) The following are the purposes and priorities of the commission:

- (a) to preserve the agricultural land reserve;
- (b) to encourage farming of land within the agricultural land reserve in collaboration with other communities of interest; and,
- (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of land within the agricultural land reserve and uses compatible with agriculture in their plans, bylaws and policies.

(2) The commission, to fulfill its purposes under subsection (1), must give priority to protecting and enhancing all of the following in exercising its powers and performing its duties under this Act:

- (a) the size, integrity and continuity of the land base of the agricultural land reserve;
- (b) the use of the agricultural land reserve for farm use.

EVIDENTIARY RECORD

- [8] The Proposal along with related documentation from the Applicants, Agent, local government, third parties, and Commission is collectively referred to as the "Application". All documentation in the Application was disclosed to the Agent in advance of this decision.

EVIDENCE AND FINDINGS

- [9] The Application was submitted on March 19, 2020 and was forwarded to the Commission by the City of Salmon Arm on April 17, 2020. On March 12, 2020, the ALCA was amended and changes were made to its regulations. The Applicant was given an opportunity to make written submissions relating to the amendment of the ALCA and changes to its regulations as it relates to this application.

**Issue 1: Whether the level of agricultural activity on the Property warrants the Proposal.**

[10] The Applicants submit that they produced 320 tonnes of corn grain, 35 tonnes of wheat, 202 tonnes of rye, and 35 tonnes of flax in 2019; and if they had used 320 tonnes of corn and 35 tonnes of wheat to produce 657 tonnes of mixed feed it would have resulted in 54% of the ration ingredients being produced on the farm operation. The Applicants state that they will likely meet or exceed the required 50% of ration ingredients produced on the farm most years, as required under s. 11 of the ALR Use Regulation, but are applying for a non-farm use in case they fall short of s. 11 due to unforeseen circumstances such as weather or loss of leased land. The Application further indicates that currently organic poultry and livestock feed has to be shipped in from the Fraser Valley region and because of this, farmers in the North Okanagan would benefit from locally sourced organic feed.

[11] In consideration of the intensity of the farm operation and the potential benefits of local feed production in the North Okanagan region, the Panel finds that the proposed non-farm use is analogous with the operation of the farm and may be beneficial to other farms in the area.

Issue 2: Whether the size and siting of the Proposal would impact the agricultural utility of the Property.

[12] To assess agricultural capability on the Property, the Panel referred to agricultural capability ratings. The ratings are identified using the BC Land Inventory (BCLI), 'Land Capability Classification for Agriculture in B.C.' system. The improved agricultural capability ratings applicable to the Property are Class 2 and Class 3, more specifically (7:2X-3:3WF).

Class 2 - land is capable of producing a wide range of crops. Minor restrictions of soil or climate may reduce capability but pose no major difficulties in management.



Class 3 - land is capable of producing a fairly wide range of crops under good management practices. Soil and/or climate limitations are somewhat restrictive.

The limiting subclasses associated with this parcel of land are F (low fertility), W (excess water), and X (a combination of soil factors).

- [13] Based on the agricultural capability ratings, the Panel finds that the Property has prime agricultural capability.
- [14] The Application submits that the Proposal would be located on the existing yard site and residential uses near 50 Ave SW. In order to facilitate the Proposal, the Application indicates that the 762 m² (8,200 ft²) sheep barn will be removed and an estimated ±850 m³ (30,000 ft³) of fill will be recycled from various parts of the farm site for the construction of the proposed feed mill. In addition to the estimated ±850 m³ of recycled fill from the farm site, the Proposal will require ±1,060 m³ of gravel fill over a 1.0 ha area to allow for sufficient space in the loading area immediately surrounding the 334 m² feed mill.
- [15] The Panel appreciates the effort that has gone into mitigating the impacts of constructing the proposed feed mill and loading area on already disturbed portions of the Property. The Panel considered that only a 1.0 ha portion of the Property would be used for the Proposal; while the remaining ~62.7 ha would remain in agricultural production. The Panel considered that siting the Proposal on the existing yard site adjacent to the road and residential uses allows for the agricultural remainder of the Property to be used with minimal impact.
- [16] Pursuant to s. 30.1 of the ALR Transitional Regulation, the Commission is prohibited from approving the use of prohibited fill material in the ALR within the meaning of s. 36 of the ALR Use Regulation that includes masonry rubble, concrete, cement and other materials sourced from the building demolition. However, Order in Council 353/2020 that takes effect on September 30, 2020 will allow the Commission to approve the use of recycled concrete aggregate for the construction and maintenance of farm roads and parking areas only. Should the Applicants wish to proceed with the use of recycled concrete aggregate



on the road access and parking area portions of the Proposal the Applicant, a Notice of Intent must be submitted to the Commission following September 30, 2020. No material recycled from building demolition on this property may be used as fill until such time that a Notice of Intent is submitted on or after September 30, 2020 and subsequently approved by the Commission. The Panel, however, is not prohibited from approving the placement of $\pm 1,060 \text{ m}^3$ of clean gravel fill for the Proposal.

- [17] The Panel finds that the size and siting of the Proposal would not impact the agricultural utility of the remainder of the Property, as long as no recycled concrete aggregate is used without the submission and subsequent approval of a Notice of Intent to the Commission following September 30, 2020.

DECISION

- [18] For the reasons given above, the Panel approves the Proposal to construct a 334 m^2 ($3,600 \text{ ft}^2$) organic feed mill on the Property to provide feed for the existing poultry operation and future commercial feed production, and the placement of 1060 m^3 of gravel over a 1.0 ha area of the Property subject to the following conditions:

- (a) Siting of the non-farm use in accordance with Schedule A;
- (b) The remaining $\sim 62.7 \text{ ha}$ of the Property must remain in agricultural production;
and
- (c) Approval for non-farm use is granted for the sole benefit of the Applicant and is non-transferable.

- [19] This decision 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.

- [20] These are the unanimous reasons of the Panel.

- [21] A decision of the Panel is a decision of the Commission pursuant to s. 11.1(3) of the ALCA.



[22] Resolution #330/2020
Released on July 16, 2020

A handwritten signature in black ink, appearing to read 'G. Zimmermann', with a long horizontal stroke extending to the right.

Gerald Zimmermann, Panel Chair
On behalf of the Okanagan Panel



Schedule A: Agricultural Land Commission Decision Sketch Plan
ALC File 60537 (Schroeder)
Conditionally Approved Non-Farm Use
ALC Resolution #330/2020



The Property



334 m² Feed Mill



1.0 ha Maximum Non-Farm Use Area

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Item 19.2

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: _____ be authorized to attend the Union of BC Municipalities (UBCM) Virtual Convention from September 22 – 24, 2020.

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond



Program

Convention Program

The brief program listed below is intended to provide an overview and quick reference.

Please note this program is subject to change and was updated on July 3, 2020.

Monday, September 21

1:30 PM – 2:30 PM	Municipal Finance Authority Semi-Annual Meeting
3:30 PM – 4:30 PM	Municipal Insurance Association AGM

Tuesday, September 22

8:30 AM – 4:00 PM	Virtual UBCM Exhibitor Showcase
8:30 AM – 4:00 PM	Virtual Delegates Lounge Live
9:00 AM – 4:00 PM	Pre-Recorded Candidate Speeches Available
9:00 AM – 9:30 AM	CONVENTION OPENING SESSION
	Welcome from local First Nations
	Welcome from Host Municipality (City of Victoria)
	UBCM President's Address
9:30 AM – 9:50 AM	ANNUAL MEETING
	Adoption of Conference Rules and Procedures
	Adoption of Minutes of 2019 Convention
	Annual Report
	Question-and-Answer Period
	Adoption of Financial Statements
	Appointment of Auditors
9:50 AM – 10:00 AM	Report of the Nominating Committee
10:00 AM – 10:30 AM	Delegate Coffee Break
10:30 AM	Election for Executive Positions Open
10:30 AM – 11:00 AM	Address by the Minister of Municipal Affairs and Housing
11:00 AM – 11:10 AM	Address by the FCM President

11:10 AM – 12:00 PM	Programming TBD
12:00 PM – 1:00 PM	Delegate Lunch Break
1:00 PM – 2:30 PM	Plenary Session
2:30 PM – 2:45 PM	Delegate Coffee Break
2:45 PM – 4:00 PM	Concurrent Workshops
4:30 PM – 5:30 PM	AVICC AGM

Wednesday, September 23

8:30 AM – 4:00 PM	Virtual UBCM Exhibitor Showcase
8:30 AM – 4:00 PM	Virtual Delegates Lounge Live
9:00 AM – 12:00 PM	Pre-Recorded Candidate Speeches Available
9:00 AM – 12:00 PM	Resolutions
12:00 PM	Election for Executive Positions Close
12:00 PM – 1:00 PM	Delegate Lunch Break
1:00 PM – 1:20 PM	Address by Leader of the Opposition
1:20 PM – 2:00 PM	Community Excellence Awards
2:00 PM – 2:30 PM	Delegate Coffee Break
2:30 PM – 3:45 PM	Concurrent Workshops

Thursday, September 24

8:30 AM – 2:00 PM	Virtual UBCM Exhibitor Showcase
8:30 AM – 2:00 PM	Virtual Delegates Lounge Live
9:00 AM – 9:40 AM	Keynote Address
9:40 AM – 10:10 AM	Federal Address
10:10 AM – 10:30 AM	Delegate Coffee Break
10:30 AM – 10:45 AM	Address by Leader of the Green Party
10:45 AM – 12:00 PM	Concurrent Workshops
12:00 PM – 1:00 PM	Delegate Lunch Break
1:00 PM – 1:15 PM	Installation of President Elect
1:15 PM – 2:00 PM	Address by the Premier
2:00 PM	Adjourn

Tuesday, September 29

10:30 AM – 11:30 AM SILGA Annual General Meeting

2:30 PM – 3:30 PM LMLGA Annual General Meeting

Wednesday, September 30

9:30 AM – 10:30 AM AKBLG Annual General Meeting

2:30 PM – 3:30 PM 2020 NCLGA Resolutions Roundtable Session

Item 22.1

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: Development Variance Permit No. 517 be authorized for issuance for Lot 2, Section 5, Township 21, Range 9, W6M, KDYD, Plan KAP86212 (7080 50 Street NE) to vary the provisions of Zoning Bylaw No. 2303 as follows:

1. Section 6.11.2 – R-1 Single Family Residential Zone – reduce the minimum setback to a rear parcel line from 1.0 m (3.3 ft) to 0.8 m (2.6 ft) to allow for the siting of an accessory building.

[7080 50 Street NE; Passey, B. & Babakiff, T.; Setbacks]

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

CITY OF SALMON ARM

To: His Worship Mayor Harrison and Members of Council

Date: July 9, 2020

Subject: Development Variance Permit Application No. 517

Legal: Lot 2, Section 5, Township 21, Range 9, W6M, KDYD, Plan KAP86212
 Civic: 7080 – 50 Street NE
 Applicant: Babakaiff, T. & Passey, B.

MOTION FOR CONSIDERATION

THAT: Development Variance Permit No. 517 be authorized for issuance for Lot 2, Section 5, Township 21, Range 9, W6M, KDYD, Plan KAP86212 (7080 50 Street NE) to vary the provisions of Zoning Bylaw No. 2303 as follows:

1. Section 6.11.2 – R-1 Single Family Residential Zone – reduce the minimum setback to a rear parcel line from 1.0 m (3.3 ft) to 0.8 m (2.6 ft) to allow for the siting of an accessory building.

STAFF RECOMMENDATION

THAT: The motion for consideration be adopted.

PROPOSAL

The subject parcel is located in the residential portion of Canoe at 7080 50 Street NE (Appendix 1 and 2), is approximately 530 square metres in area, and contains a single family dwelling and accessory building. The subject parcel is designated Low Density Residential in the City's Official Community Plan (OCP) and currently zoned R-1 (Single Family Residential) in the Zoning Bylaw (Appendix 3).

BACKGROUND

A 0.56 m Road Reserve Covenant is in place on the title of the subject parcel restricting development along the east (rear) parcel line (Appendix 4) and alerting the owners of the applicable setback regulations. This covenant was registered on title in March 2008 and its purpose is to facilitate lane widening from the current 4.87 m to the standard 7.3 m, if and when needed.

The non-conforming accessory building was constructed in 2017 under Building Permit. The applicant submitted a building permit application and site plan proposing an accessory building conforming to setbacks in October of 2017. However, as construction commenced, Building Officials advised the applicant of a potential setback issue on November 6, 2017. A survey completed November 28, 2017 confirmed that the accessory building's constructed siting did not conform to setback regulations.

The proposed variance has been requested as of June 1, 2020 to support the non-conforming siting of the accessory building and close the Building Permit. The applicant has ensured that the siting of the building does not impact the road reserve covenant area adjacent the lane, removing a portion of the eaves. Site photos are attached as Appendix 5.

COMMENTSEngineering Department

No concerns, subject to compliance with Road Reserve Covenant.

Building Department

No concerns.

Fire Department

No concerns.

Planning Department

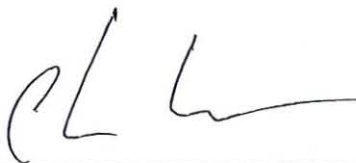
The proposal involves a parcel within an established residential area, specifically an accessory building adjacent to a rear lane. The future widening of the lane is somewhat unlikely, and staff note that there are several accessory buildings, fences, and mature trees along this lane which would be similarly impacted by future lane widening. The accessory building achieves the minimum setbacks required to the interior side parcel lines, as well as the front parcel line.

It is the opinion of staff that the proposed development variance will not unreasonably or significantly impact existing development in the area.

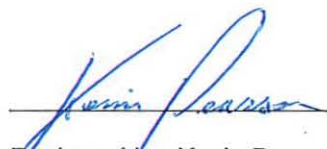
CONCLUSION

Considering the context of the parcel, similar development along the lane, as well as the relative small size of the variance requested (0.2 m), Staff support the requested variance.

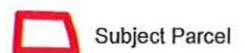
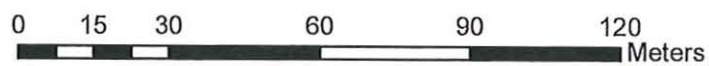
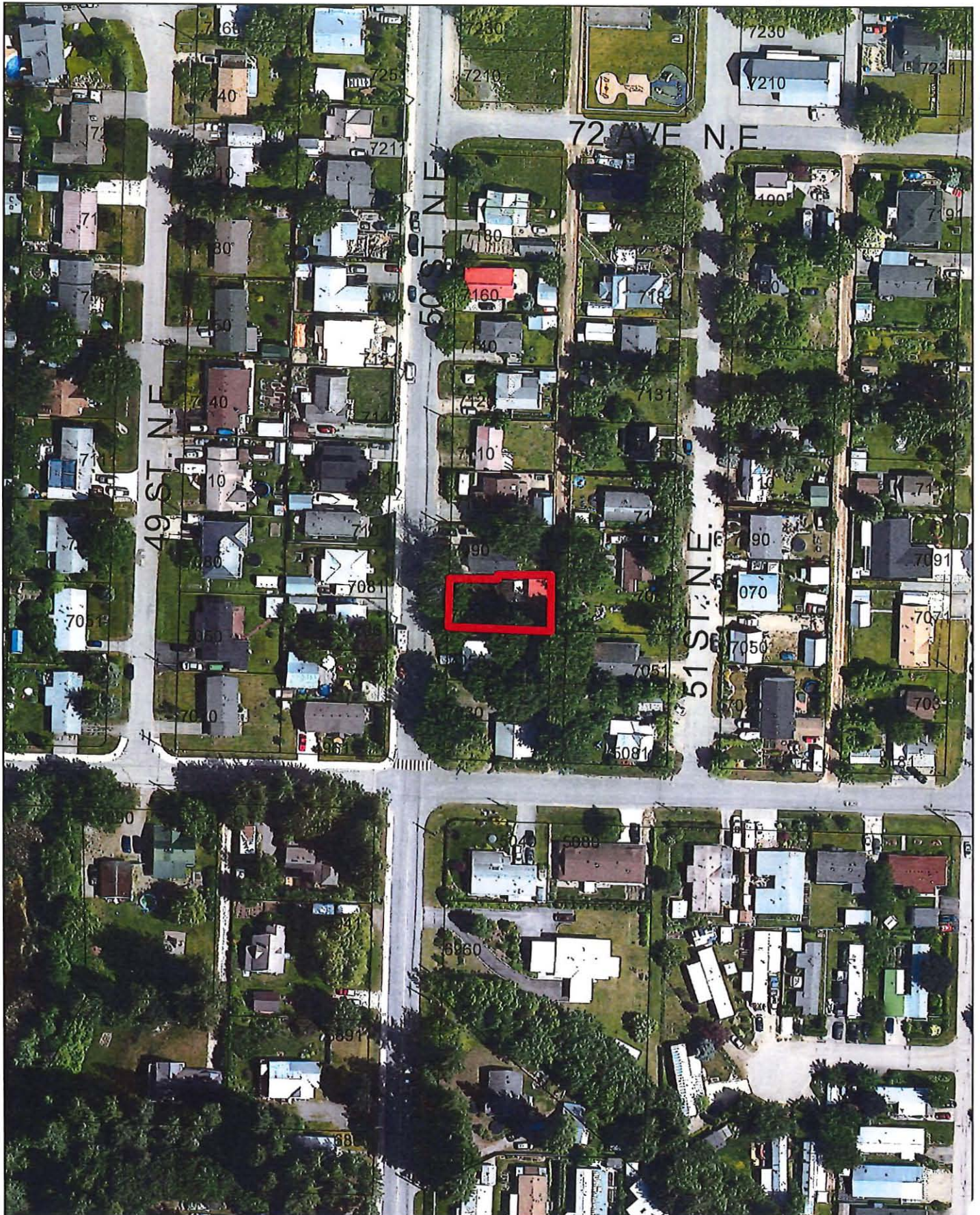
Staff note that the variance is only in regards to the siting of the accessory building and does not permit any new or additional use other than what is permitted the Zoning Bylaw under the current R-1 zone regulations.

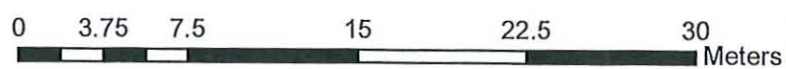


Prepared by: Chris Larson, MCP
Senior Planner



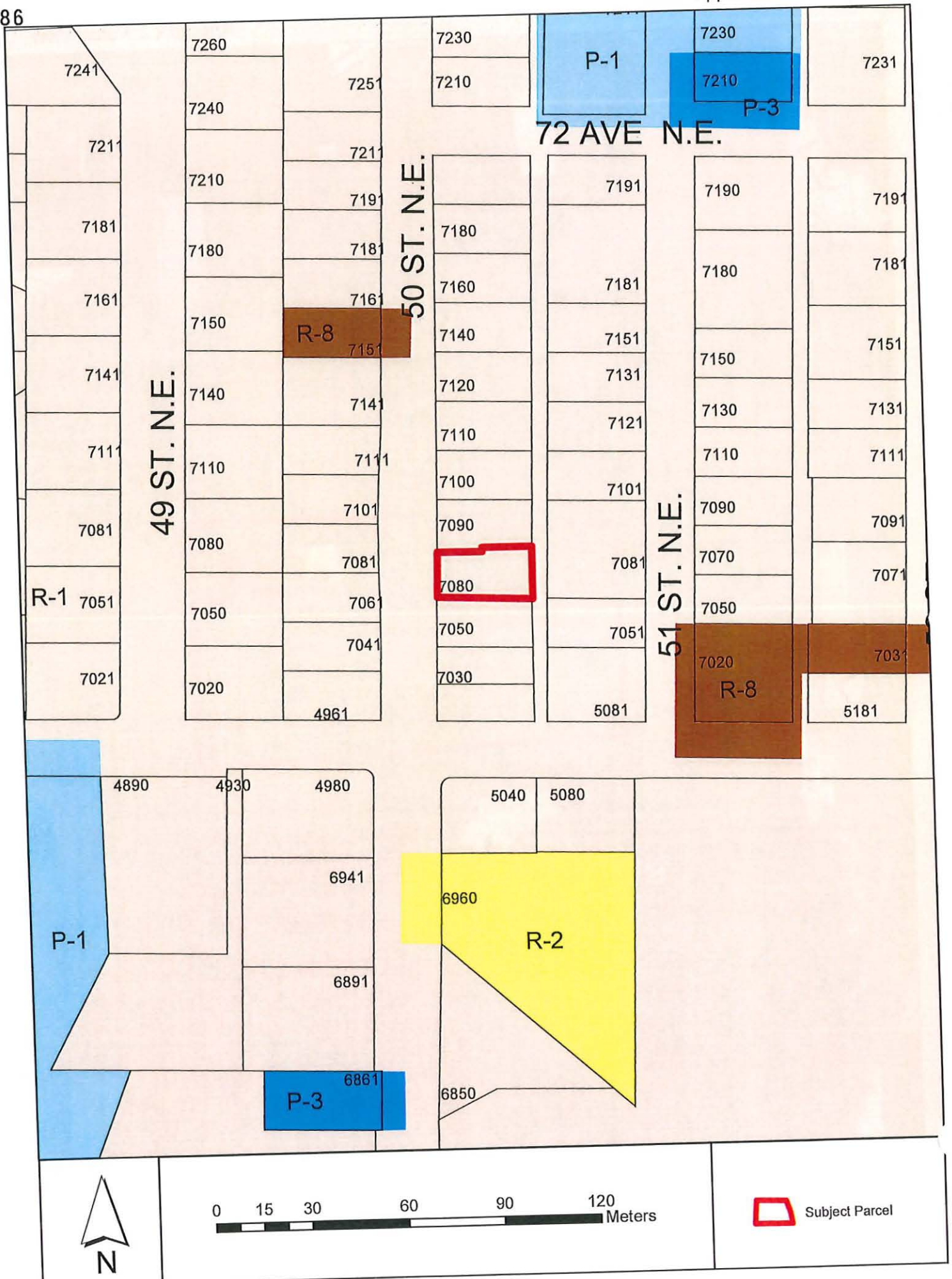
Reviewed by: Kevin Pearson, MCIP, RPP
Director of Development Services


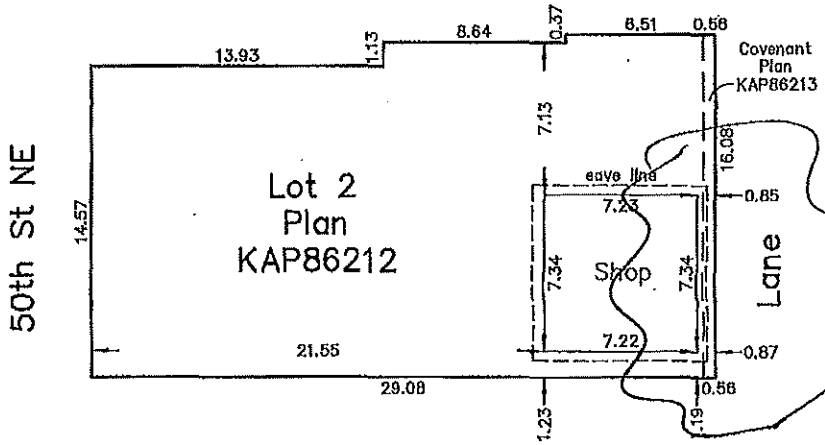


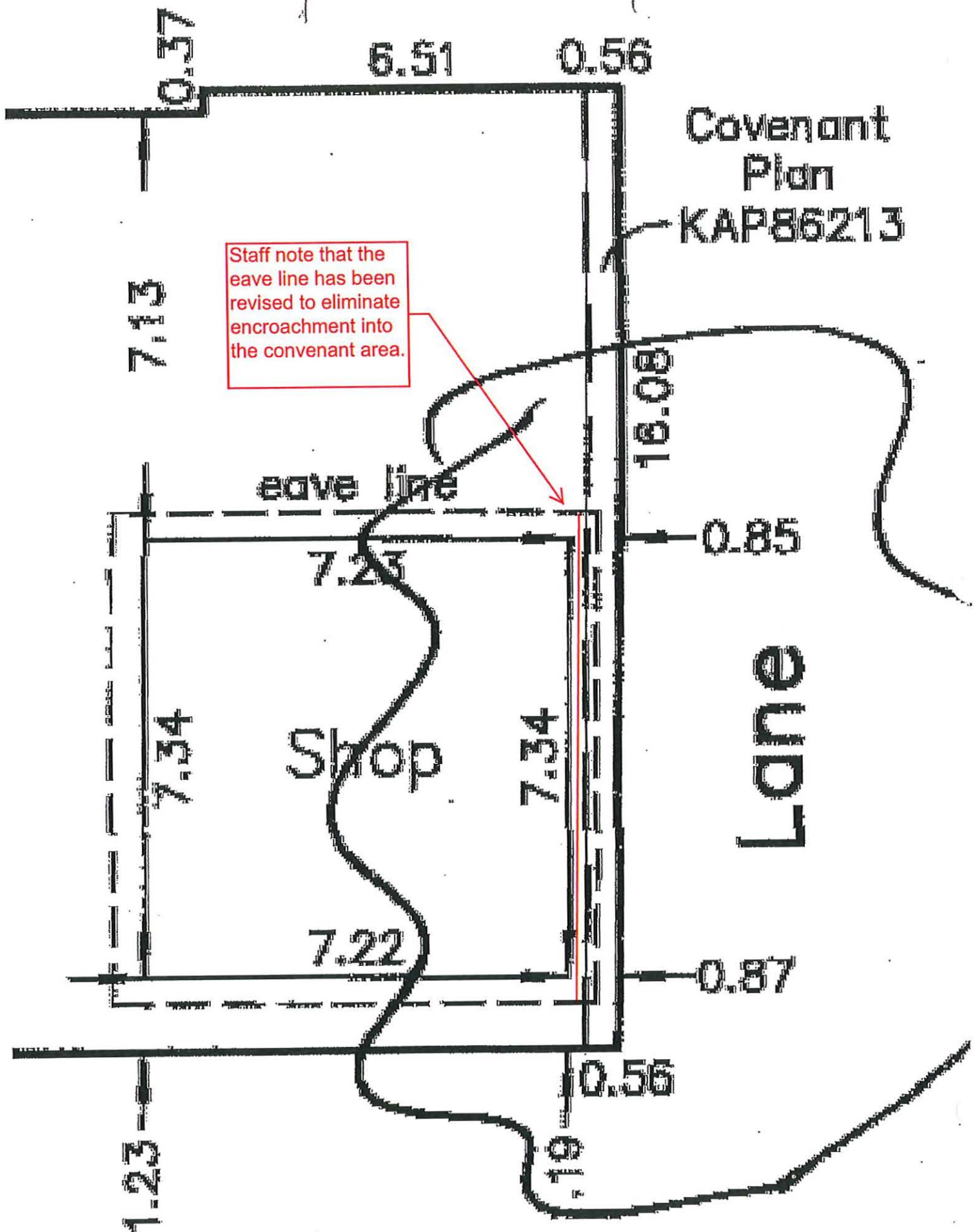


Subject Parcel

86



 BROWNE JOHNSON Land Surveyors		BRITISH COLUMBIA AND CANADA LANDS Box 362, Salmon Arm, B.C. V1E 4N5 250-832-9701 office@brownejohnson.com	
BC LAND SURVEYOR'S BUILDING LOCATION CERTIFICATE			
To: Bruce Passey BWP Construction 7080 50th St NE Salmon Arm, BC V0E 1K0 Your File:		Re: Lot 2, S 5, T 21, R 9, W6M, KDYD, Plan KAP86212 Parcel Identifier (PID): 027-440-451 Civic Address: 7080 50th St NE, Canoe, BC	
List of documents registered on title which may affect the location of improvements: Covenants LB178807 and LB178809			
 <p style="text-align: center;"> Lot 2 Plan KAP86212 </p> <p style="text-align: center;"> Shop Lane </p> <p style="text-align: center;"> 50th St NE </p> <p style="text-align: center;"> Scale 1:250 </p> <p style="text-align: center;"> Building location certificate on new construction only. Other structures exist on property. </p>			
Dimensions derived from Plan KAP86212		Offsets from property line to building are measured from the sheathing	
The signatory accepts no responsibility or liability for any damages that may be suffered by a third party as a result of any decisions made, or actions taken based on this document. This plan was prepared for inspection purposes and is for the exclusive use of our client. This document shows the relative location of the surveyed structures and features with respect to the boundaries of the parcel described above. This document shall not be used to define property lines or property corners. This building location certificate has been prepared in accordance with the Professional Reference Manual and is certified correct this 20th day of November, 2017.		COPYRIGHT © BROWNE JOHNSON 2017 LAND SURVEYORS All rights reserved. No person may copy, reproduce, transmit or alter this document in whole or in part without the prior written consent of BROWNE JOHNSON LAND SURVEYORS. THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY DIGITALLY SIGNED. Our File: 644-17 Fb: raw	
Mark Mason 22IS87		Digitally signed by Mark Mason 22IS87 Date: 2017.11.28 07:53:52 -08'00' BCLS	





View north along lane.



View south along lane.

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Item 22.2

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: Council approve the installation of an Information Sign on Lot B, Section 14, Township 20, Range 10, W6M, KDYD, Plan 23811 for the Prestige Harbourfront Resort pursuant to Section 5.10 of Sign Bylaw No. 2880;

AND THAT: The provisions Sign Bylaw No. 2880 be varied as follows:

1. Section 5.10.1 – increase the maximum sign area for an Information Sign from 1.0 m² (10.8 ft²) to 9.0 m² (96 ft²).

[371 Trans Canada Highway NE; Imperial Oil Limited/Prestige Harbourfront Resort/T. Schneider]

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously
- Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond



TO: His Worship Mayor Harrison and Members of Council

FROM: Director of Development Services

DATE: July 10, 2020

SUBJECT: Request for Council Approval to Install an Information Sign; and,
 Development Variance Permit Application No. VP-518
 Legal: Lot B, Section 14, Township 20, Range 10, W6M, KDYD, Plan 23811
 Civic Address: 371 Trans Canada Highway NE
 Owner: Imperial Oil Limited
 Applicant/Agent: Prestige Harbourfront Resort / Travis Schneider

MOTION FOR CONSIDERATION

THAT: Council approve the installation of an Information Sign on Lot B, Section 14, Township 20, Range 10, W6M, KDYD, Plan 23811 for the Prestige Harbourfront Resort pursuant to Section 5.10 of Sign Bylaw No. 2880;

AND THAT: The provisions Sign Bylaw No. 2880 be varied as follows:

Section 5.10.1 – increase the maximum sign area for an Information Sign from 1.0 m² (10.8 ft²) to 9.0 m² (96 ft²).

STAFF RECOMMENDATION

THAT: The Motion for Consideration be adopted.

PROPOSAL

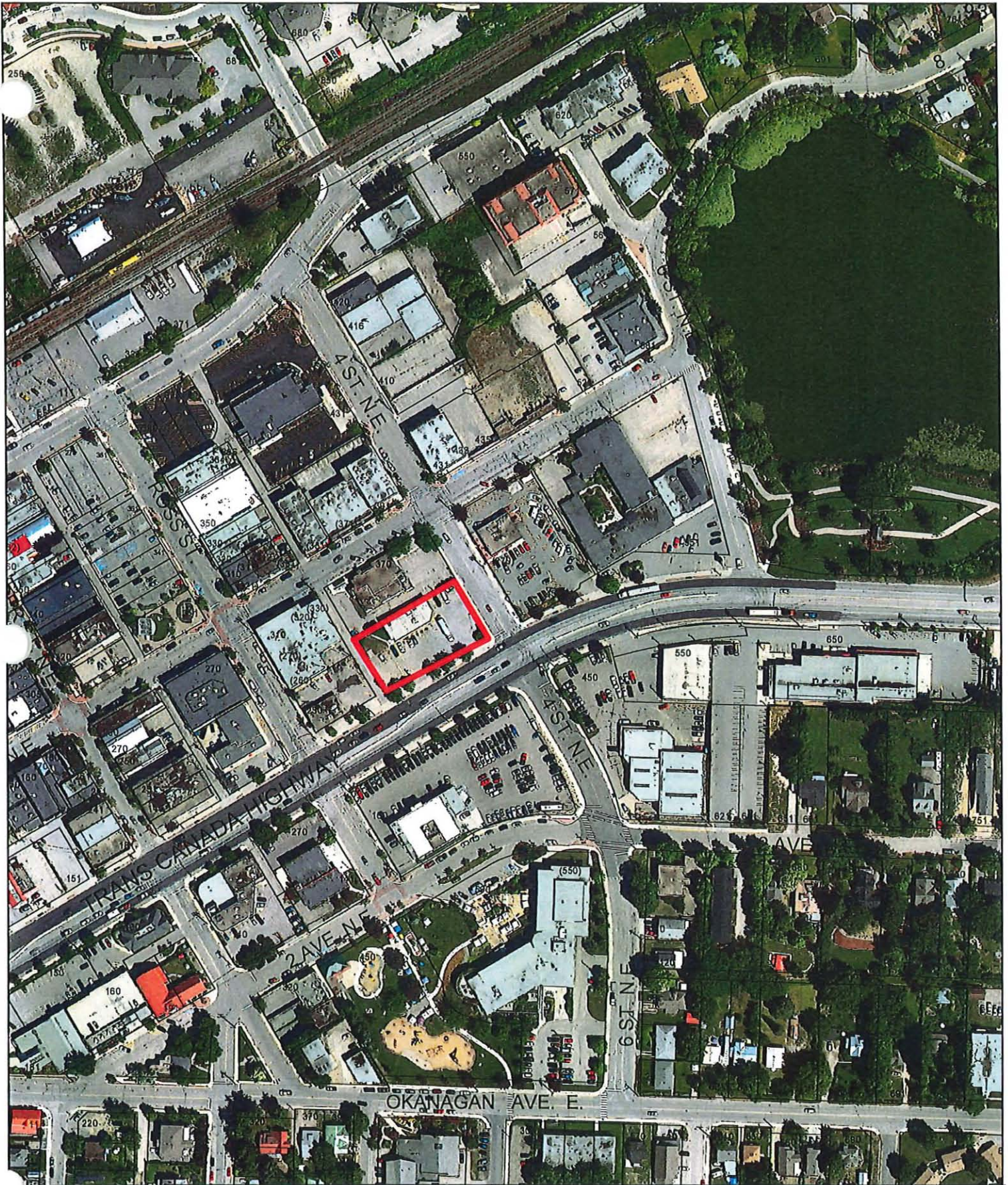
This proposal is for an Information Sign for the purpose of directing traffic to Prestige Harbourfront Resort & Convention Centre. The applicant wishes to install a sign on an existing and vacant free-standing sign frame located at 371 Trans Canada Highway, which was previously the 7-Eleven sign, Appendix 1 & 2.

The applicant is requesting a variance to increase the maximum sign area permitted for an information sign from 1.0 m² (10.8 ft²) to 9.0 m² (96 ft²) or 4.5 m² (48 ft²) per side. A letter of rationale and sign rendering has been submitted by the applicant, see Appendix 3.

BACKGROUND

What is being proposed could technically be considered as a billboard sign with off-premise advertising, which is strictly prohibited and restricted by the Sign Bylaw. When created in 1999, one of the main intents and purposes of the Sign Bylaw was to strictly prohibit off-premise advertising via billboard signage outright throughout the municipality. The only means for allowing off-premise advertising signage under the Sign Bylaw is as follows:

- Information signage to a maximum sign area of 1.0 m² (10.8 ft²).



012.525 50 75 100
Meters



Subject Parcel

No Engineering Department concerns.

Ministry of Transportation & Infrastructure

A referral was sent June 9, 2020 and no comments have been received to date.

CONCLUSION

Information signs are signs that require Council endorsement as off-premise signs are prohibited, with the exception of information signs. Section 5.10 specifies the conditions under which an information sign may be permitted:

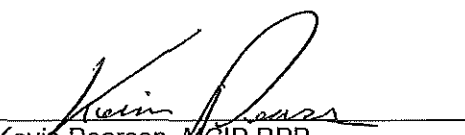
1. The maximum sign area shall not exceed 1.0 m² (10.8 ft²);
2. The maximum number of signs shall not exceed one (1) per lot and one (1) per business or group of businesses; and,
3. An affirmative Council resolution shall be required prior to the erection or placement of any sign.

The rationale for prohibiting off-premise signs with the exception of information signs, subject to Council approval, is to prevent billboard type signage and the proliferation of information signs. The maximum sign area of 1.0 m² is to keep the size and appearance of the sign somewhat discreet.

The Prestige Harbourfront Resort is a premier destination spot for tourists and adding signage along the Trans Canada Highway is an opportunity to aid in directing tourists. Also, there is a new traffic light proposed at the intersection of 4th street and the Trans Canada Highway which will benefit traffic turning off the Trans Canada Highway.

Staff supports the Motion for the following reasons: there is an existing and vacant free-standing sign structure; although the requested variance for sign area is significant, staff view the sign as aesthetically pleasing with adequate space available for additional signs for on and off-premise advertising; and, there are no sight line concerns for vehicular traffic. In addition, there has not been a high frequency of information sign requests. The last application for an information sign the City received was for the Askew's Uptown Shopping Centre in 2013.


Denise Ackerman
Planner, Development Services Department


Kevin Pearson, MCIP, RPP
Director of Development Services

- Off-premise advertising, which is accessory to principal advertising, is permitted up to maximum of 66% of the maximum sign area, in which case there would need to be in place principal signage for businesses located on the subject property.
- As an alternative to "billboard" type signs and to allow advertising for those businesses which many not be visible from the Trans Canada Highway or other major vehicular routes, businesses are permitted to advertise on existing signs to a maximum of 2/3 of the sign area that is allowed for the principal business(es) advertising on the sign.

The structure in question is a sign frame absent of any principal signage for the subject property (no business exists – the former 7-11 was destroyed by fire 2 years ago).

While the proposed sign can be regarded simply as a billboard and interpreted as being 100% prohibited, staff is taking the approach that the sign can be interpreted as an information sign, that could be approved by Council with a resolution and a sign area variance. This interpretation is based on the definitions of a billboard sign and an information sign as specified in the Sign Bylaw:

"Billboard Sign means an Off-Premises Sign."

"Information Sign means an Off-Premises Sign indicating the direction of a business or group of businesses, parking area, product, service or event for the purpose of directing pedestrian or vehicular traffic."

To support staff's interpretation, other off-premise advertising / information signage is located on the Critter's freestanding sign one block to the west along the Trans Canada Highway frontage, yet with that the signage the area falls under the maximum 66% for accessory signage (Appendix 4). Other similar signage approved by Council in recent years with billboard and off-premise advertising characteristics include the "Gregg Kyo" sign on Highway 97B and off-premise advertising signage for Uptown Askew's.

Information signs are permitted within all zones (no permit required) but require Council approval by a resolution and with a maximum area of 1.0 m² (the sign area defined as both sides of the sign, therefore a maximum area of 0.5 m² per sign face).

The sign is proposed to be 2.4 m (8 ft) wide x 1.8 m (6 ft) height, with an area of 4.5 m² (48 ft²) per side. The sign is proposed to be double sided so it will be visible to vehicular traffic travelling either east or west on the Trans Canada Highway. Both sides of the sign are included in the calculation of sign area. The maximum sign area permitted for an information sign is 1.0 m². Because the proposed sign has 2 sides, 4.5 m² per side, the variance requested includes the area of both sides of the sign, 9.0 m².

Currently, there are no signs mounted onto the existing free-standing sign structure located on the subject property, site photos attached as Appendix 5. Off-premise advertising is accessory to principal advertising and is permitted up to a maximum of 66% percent of the allowable sign area. The maximum sign area of a free-standing sign is 24 m² (258.3 ft²) and the proposed sign will take up 38% (9 m²) of the maximum sign area; therefore, there will be space available on the free-standing structure for off-premise advertising and on-premise advertising, should there be a future business on the property.

STAFF COMMENTS

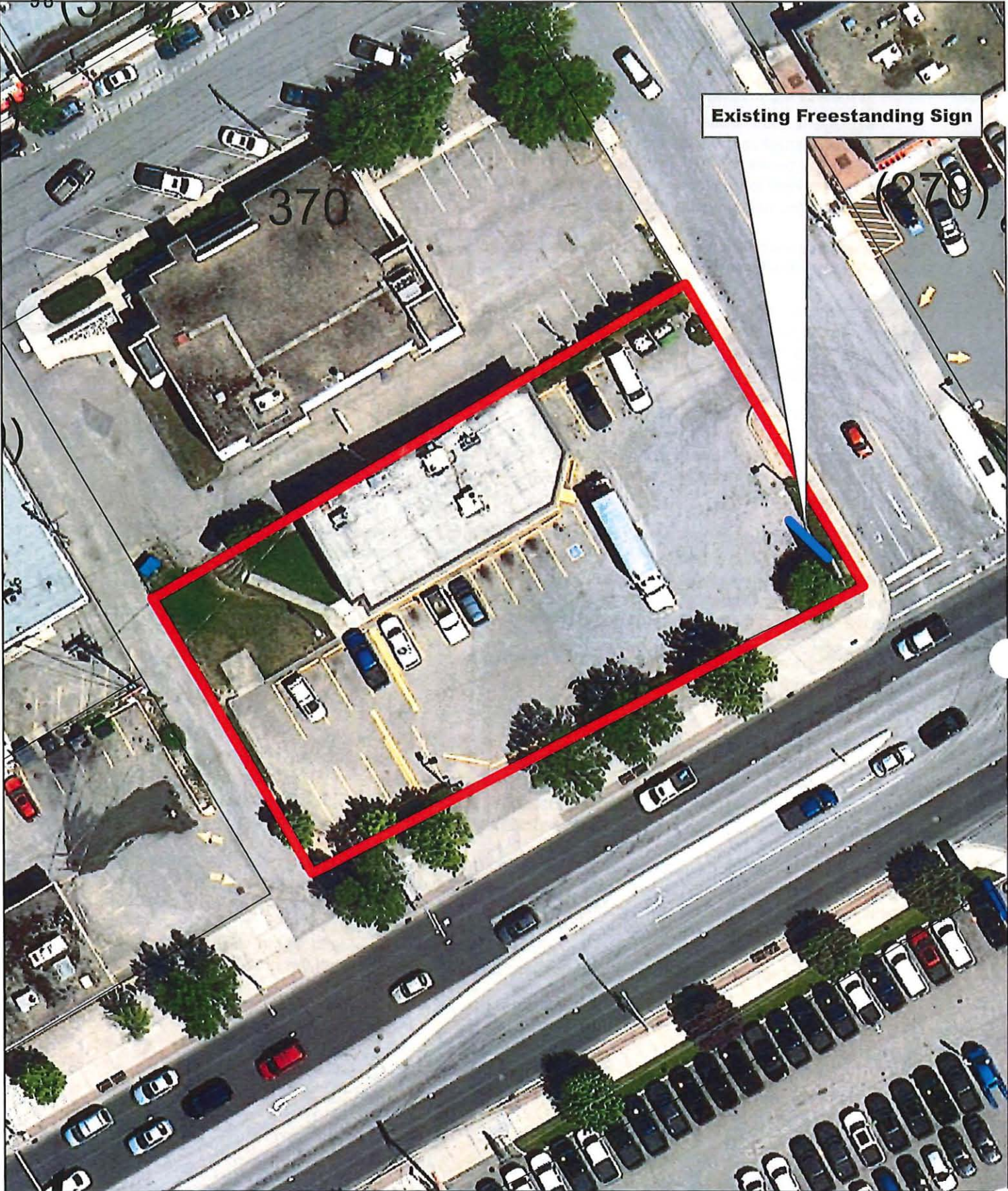
Fire Department

No comments received to date.

Building Department

No sight line concerns.

Engineering Department



Existing Freestanding Sign

370

(270)



0 2.5 5 10 15 20
Meters



Subject Parcel

Please let this letter serve as our explanation behind the application for a variance on the permitted Information Sign dimensions as referred to in section 5.10 of Bylaw No. 2880.

With the recent softening of the economy, and now the dire impact of Covid-19 on the hotel industry, we have recognized the need for a visible marker to highlight our presence at the harbourfront and provide direction to the resort. As such, we are asking for a variance on the sign bylaw:

Why the Sign Variance:

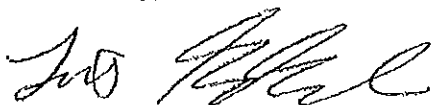
- Make use of the existing signpost at the Imperial Oil Limited property while it remains vacant
- Indicate the presence of the resort and direct traffic to "Prestige Harbourfront Resort & Convention Centre"
- Require more than the allowable 10.8 ft² (1m²) for directional signage to ensure visibility
- Variance size requested: 48 ft² (8 ft tall by 6 ft wide)
 - This uses the existing framework of the upper portion of the existing sign post
 - Sign text will only fill 2/3 of this area (see attached photo)

Why the Need for a Directional Sign:

- Identifies access toward the harbourfront for both the general visitor and our guests
- Responds to frequent guest complaints of difficulty locating the access point from the highway
- Follows through on the original partnering agreement for development of the resort, whereby we were assured that there would be signage directing visitors to the harbourfront
- Addresses the inability of the province to agree to placing wayfinding signs (as attempted by the MRDT committee)
- Assists our ability to address a need to market in more traditional ways due to the softening economy and COVID-19 pandemic
 - Our industry will be dependent on the motor-travel visitor. As a result, signage with highway presence will be key to our business opportunity from the travelling public

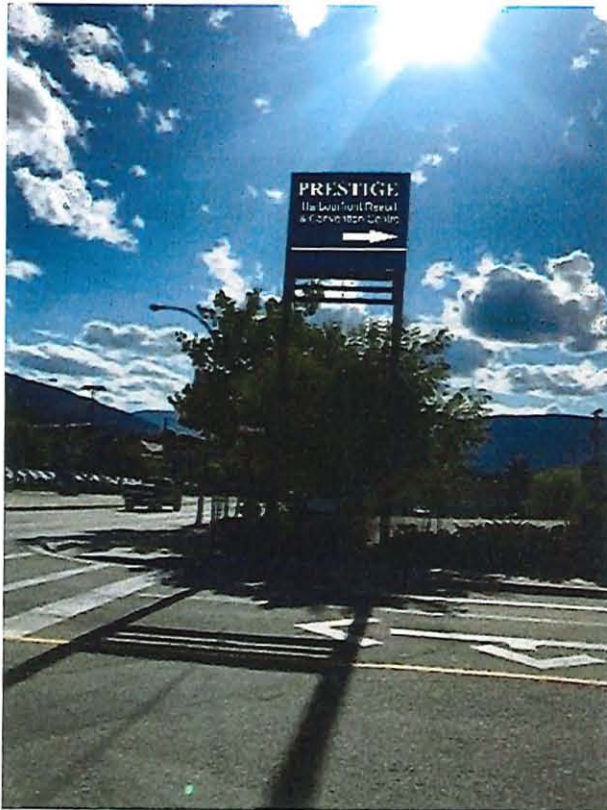
discuss this application at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Travis Schneider', written in a cursive style.

Travis Schneider
Director of Training and Leadership Development
Prestige Hotels & Resorts
102-1635 Abbott St.
Kelowna, BC
V1Y 1A9
travis.schneider@prestigehotels.ca
C: 250-859-1670

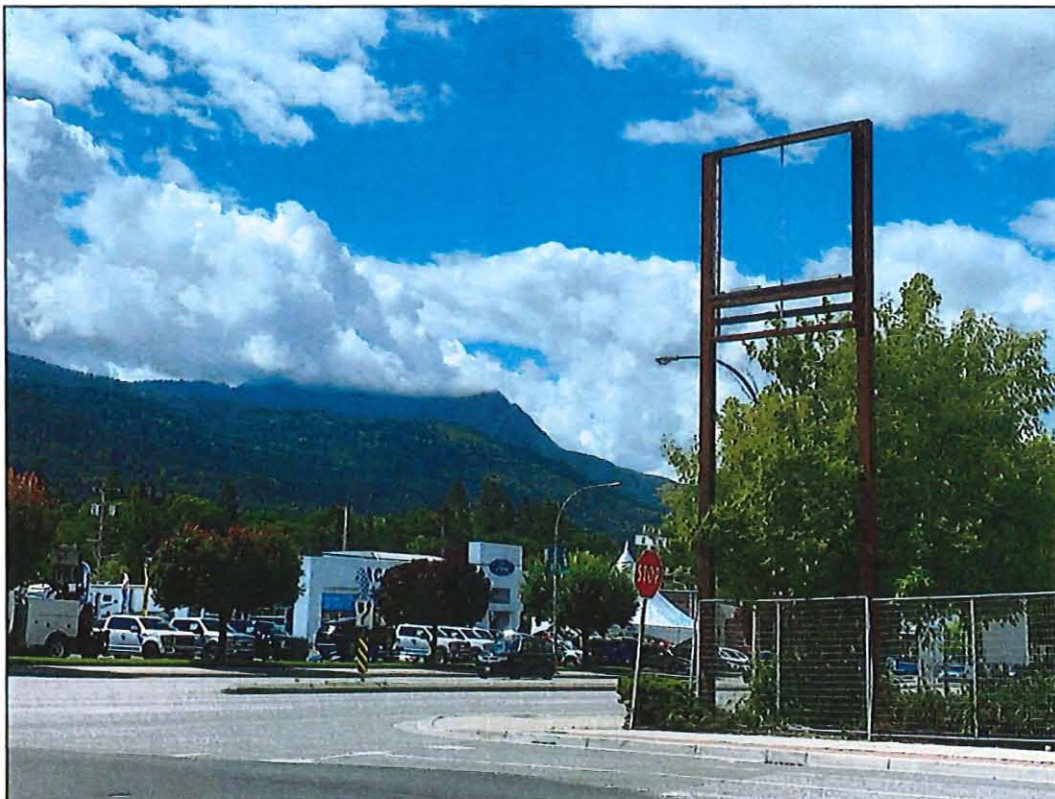
Proposed Sign and Dimensions:







Existing free-standing sign structure



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Item 23.1

CITY OF SALMON ARM

Date: July 27, 2020

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Council of the City of Salmon Arm will hold a Public Hearing in the Council Chambers at City Hall, 500 – 2 Avenue NE, Salmon Arm, British Columbia, on **Monday, July 27, 2020 at 7:00 p.m.**

1) **Proposed Amendment to Zoning Bylaw No 2303:**
Rezone Lot 34, Section 12, Township 20, Range 10, W6M, KDYD, Plan EPP83069 from R-1 (Single Family Residential Zone) to R-8 (Residential Suite Zone).

Civic Address: 1181 – 17 Avenue SE

Location: East of 10 Street SE and 17 Avenue SE intersection on north side of 17 Avenue SE

Present Use: Vacant land

Proposed Use: Single Family Dwelling with Suite

Owner/Applicant: Wood Creek Construction Ltd. / V. Zimmerman

Reference: ZON-1177/ Bylaw No. 4398



The staff reports for the proposals are available for viewing on the City of Salmon Arm website at www.salmonarm.ca July 14 to 27, 2020 inclusive. Those who deem their interest affected by the proposed bylaws are urged to review the online file, contact the undersigned or phone the Development Services Department at 250.803.4010 to obtain the facts of the proposal prior to the hearing.

Pursuant to Ministerial Order No. M192 made under the *Emergency Program Act*, R.S.B.C. 1996, c.111, s.10, City Council will now be allowing public attendance on a first come first serve basis subject to the provisions of the City of Salmon Arm COVID 19 Exposure Control Plan.

City Council encourages the continued use of the city's website to stay informed on current Development applications and Council Agendas.

Erin Jackson, Director of Corporate Services

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously
- Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

CITY OF SALMON ARM

To: His Worship Mayor Harrison and Members of Council

Date: June 19, 2020

Subject: Zoning Bylaw Amendment Application No. 1177

Legal: Lot 34, Section 12, Township 20, Range 10, W6M, KDYD, Plan EPP83069

Civic: 1181 – 17 Avenue SE

Owner/Applicant: Wood Creek Construction Ltd. / V. Zimmerman

MOTION FOR CONSIDERATION

THAT: a bylaw be prepared for Council's consideration, adoption of which would amend Zoning Bylaw No. 2303 by rezoning Lot 34, Section 12, Township 20, Range 10, W6M, KDYD, Plan EPP83069 from R-1 (Single Family Residential Zone) to R-8 (Residential Suite Zone).

STAFF RECOMMENDATION

THAT: The Motion for Consideration be adopted.

PROPOSAL

The subject parcel is located at 1181 – 17 Avenue SE, in the new Byersview Subdivision (Appendix 1 & 2). The proposal is to rezone the parcel from R-1 (Single Family Residential) to R-8 (Residential Suite) to permit a secondary suite within a new single family dwelling.

BACKGROUND

The subject parcel is designated Low Density Residential in the City's Official Community Plan (OCP) and zoned R-1 (Single Family Residential) in the Zoning Bylaw (Appendix 3 & 4). The neighbourhood is largely comprised of R-1 zoned parcels containing single family dwellings. There are two other lots in the subdivision that have been rezoned to R-8 to permit a secondary suite in a new house, one in 2017 and one in late 2019. There are still many larger rural properties zoned A-2 to the south and east of Byersview. Recently in 2019, a large A-2 zoned parcel to the east was rezoned to R-8 in preparation for a future subdivision.

The subject parcel is a corner lot with an area of approximately 0.104 hectares (.25 acres). The parcel fronts 17 Avenue SE and although the east parcel line is adjacent to 12 Street SE, 12 Street is a closed road and considered a proposed greenway in the OCP. Thus, this parcel line is treated as an interior side parcel line and not an exterior parcel line. The size and width of the subject property can meet the conditions as specified within the proposed R-8 Zone.

The applicant wishes to construct a new house with a secondary suite on the lower level. Site photos and building plans have been submitted, see Appendices 5 & 6. The lower level floor plan indicates the proposed suite to be 83.6 m² (900 ft²) and the site plan shows a double car garage and driveway. Thus, the size of the suite is within the maximum 90 m² (968.8 ft²); and, the provision to provide an additional off-street parking stall for the suite can be fulfilled.

Secondary Suites

Policy 8.3.25 of the OCP provides for the consideration of *secondary suites* in all residential designated areas subject to compliance with the Zoning Bylaw and the BC Building Code.

COMMENTSEngineering Department

No concerns.

Building Department

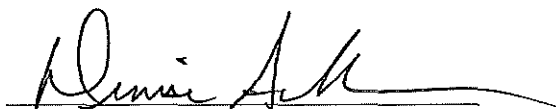
BC Building Code will apply. No concerns with proposed zoning.

Fire Department

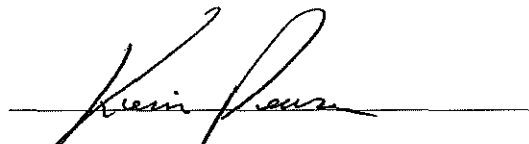
No concerns.

Planning Department

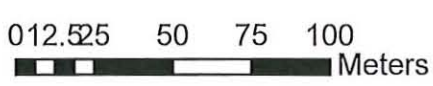
The proposed R-8 zoning of the subject parcel is consistent with the OCP; and, the plans provided indicate that the requirements specified in the R-8 Zone can be achieved, including the provision of onsite parking. Therefore, this application is supported by staff. Development of a single family dwelling with an associated secondary suite requires a building permit and is subject to meeting Zoning Bylaw and BC Building Code regulations.



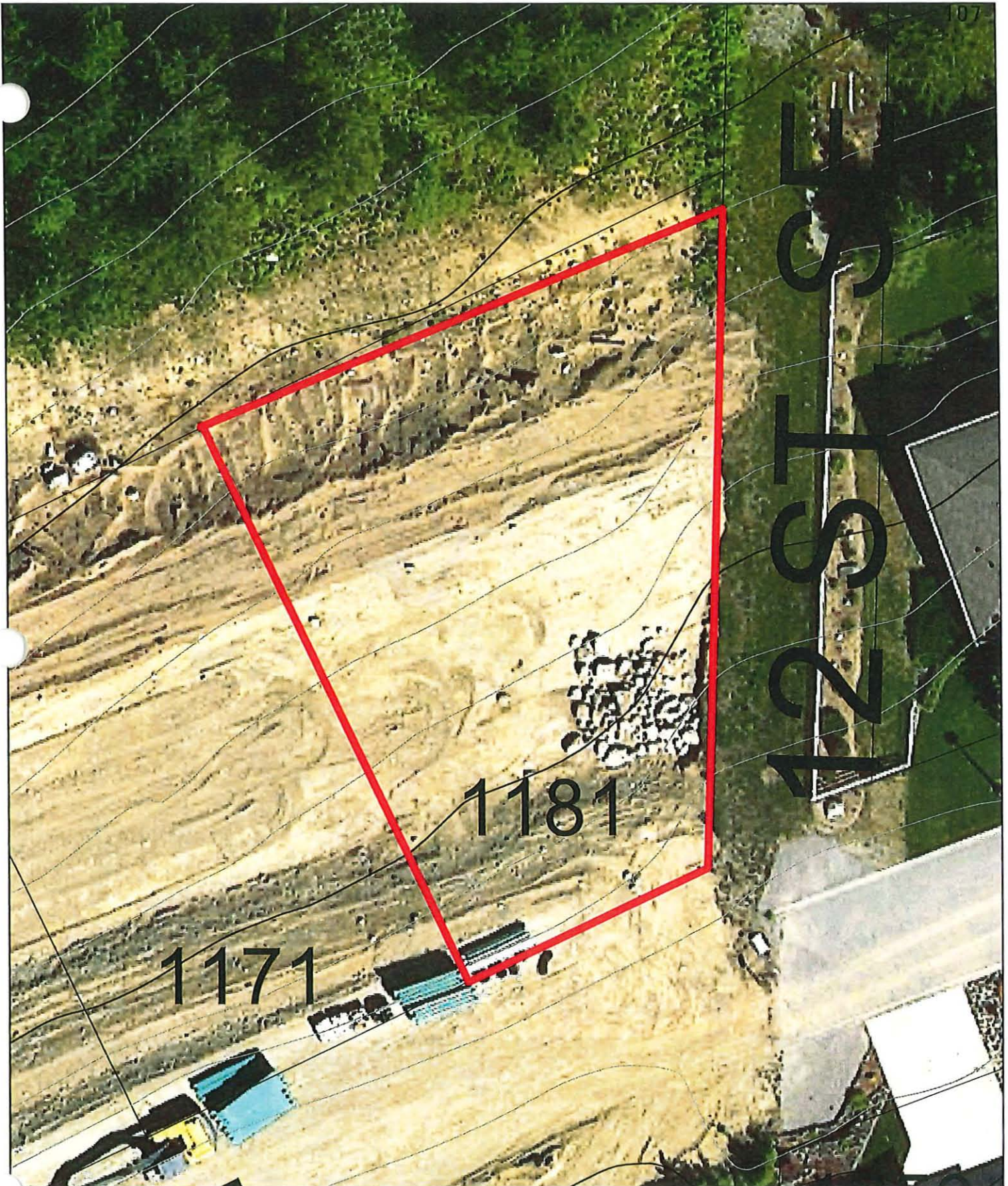
Prepared by: Denise Ackerman
Planner, Development Services



Reviewed by: Kevin Pearson, MCIP, RPP
Director of Development Services



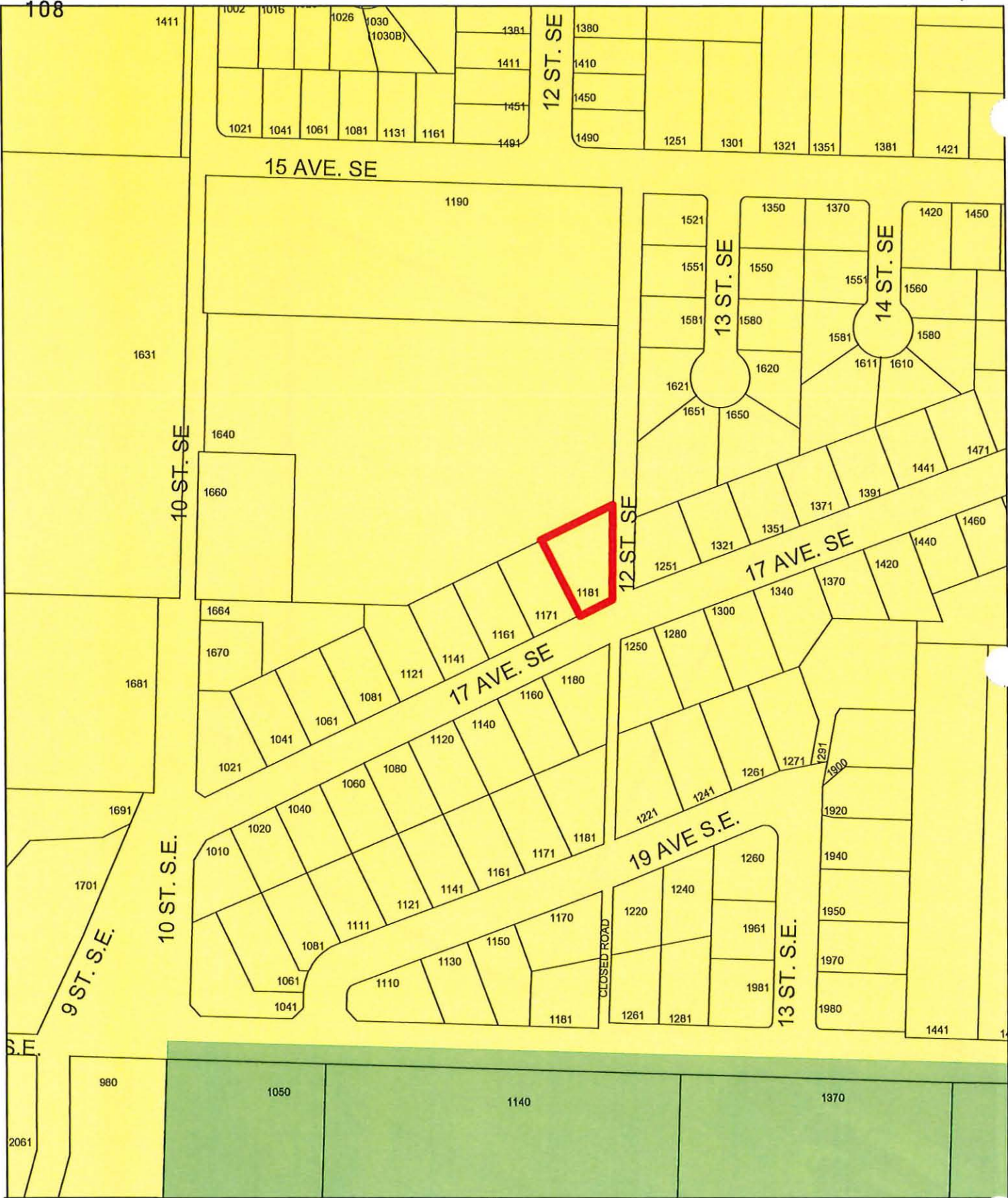
Subject Parcel




0 1.5 3 6 9 12 Meters





Subject Parcel






0 1020 40 60 80
Meters

 Subject Parcel

 LR - Low Density Residential

 AR - Acreage Reserve

APPENDIX 4: Zoning Map

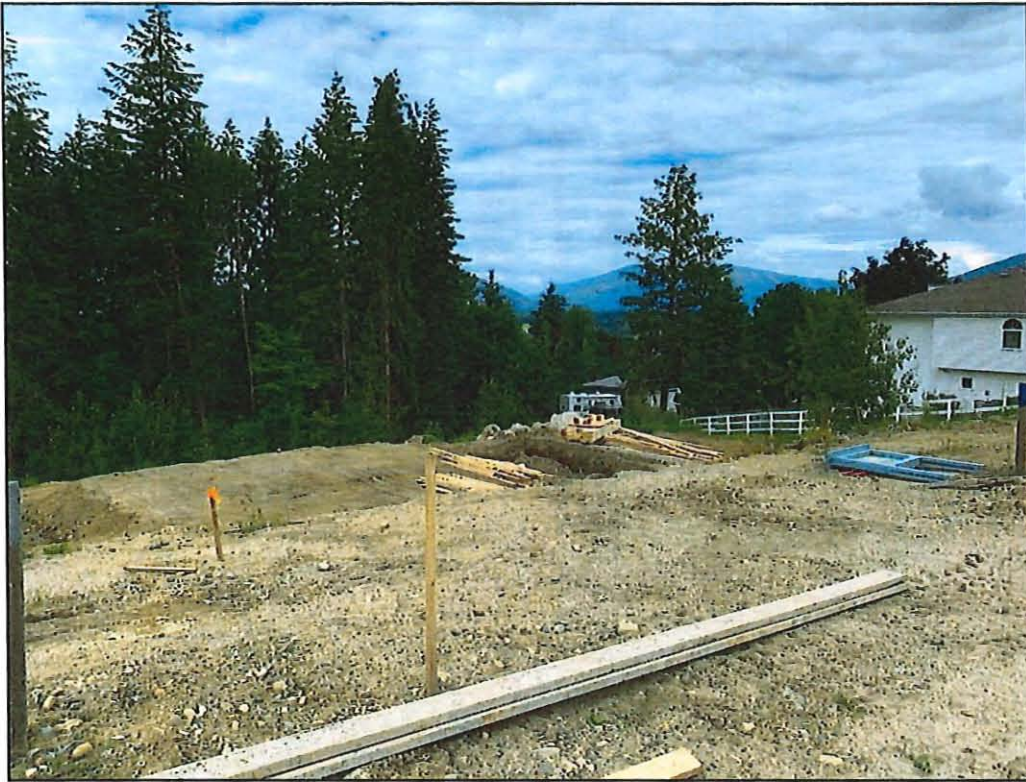




View of subject property looking southeast



View of subject property looking southwest



View of subject property looking southeast



View of subject property



NOTE: GEOMATIC/SURVEY/GRADES
REQ'D

LOT AREA: 11237 SQ FT.
MAIN FLOOR AREA: 1717 SQ FT.
DEV. BASEMENT FLOOR: 1573 SQ FT.
(SECONDARY SUITE AREA - 900 SQ FT.)
TOTAL FOOTPRINT AREA: 2738 SQ FT.
RATIO: 24%
ALLOWABLE: 45.0%

A1 - SITE PLAN & NOTES
A2 - ELEVATIONS
A3 - MAIN FLOOR
A4 - MAIN FLOOR PLAN
A5 - BASEMENT LAYOUT
A6 - BASEMENT PLAN
A7 - FOUNDATION PLAN
A8 - ROOF & DETAILS
A9 - SECTIONS & WINDOW/DOOR
SCHEDULES

1. ALL CONSTRUCTION MATERIALS & WORKMANSHIP TO BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE B.C. BUILDING CODE PLUMBING CODE, ELECTRICAL CODE, AND ALL OTHER CODES, ZONING, AND BYLAWS THAT MAY APPLY.
2. THE CONTRACTOR AND ALL SUB-TRADES ARE RESPONSIBLE FOR THE REVIEW OF ALL DRAWINGS AND SITE CONDITIONS PRIOR TO COMMENCING WORK OR ORDERING ANY MATERIAL, AND SHALL REPORT AND DISCREPANCIES THAT AFFECT DESIGN TO WOOD CREEK IMMEDIATELY
3. ALL FRAMING MATERIAL TO BE S.P.F. #2 OR BETTER WITH THE EXCEPTION OF WALL STUDS
4. CONCRETE FOOTINGS AND WALLS TO BE A MINIMUM 28MPA @28 DAYS. FLOOR SLABS AND SIDEWALKS TO BE MINIMUM 32MPA @ 28 DAYS.
5. ALL CONCRETE FOOTINGS TO BE PLACED ON ORIGINAL UNDISTURBED GROUND, FREE OF ALL ORGANIC, FROZEN OR FROSTY MATERIAL.
6. DAMP PROOF FOUNDATION WALLS BELOW GRADE WITH 2 COATS OF BITUMINOUS MATERIAL.
7. 6 MIL. ULTRAVIOLET RESISTANT POLY VAPOUR BARRIER ON A.) 4" OF GRANULAR COMPACTABLE FILL UNDER EXTERIOR OR GARAGE SLABS. OR B.) 4" OF 3" DRAIN ROCK OR OTHER MATERIAL SUITABLE FOR MOVEMENT OF RADON GAS UNDER INTERIOR SLABS.
8. ALL FOUNDATION DRAINS TO BE 4" PERFORATED P.V.C. WITH FILTER CLOTH AND MINIMUM 6" DRAIN ROCK, DRAINED TO MUNICIPAL SERVICES ACCORDING TO LOCAL STANDARDS.
9. GRADE TO BE SLOPED AWAY FROM BUILDING AT ALL LOCATIONS ADJACENT TO BUILDING.
10. ALL TRUSSES JOISTS, BEAMS OR OTHER STRUCTURAL MEMBERS NOT COVERED IN B.C. BUILDING CODE TO BE DESIGNED AND ENGINEERED BY TRUSS MANUFACTURER OR STRUCTURAL ENGINEER PRIOR TO ANY FABRICATION.
11. CONTRACTOR TO VERIFY ALL PROPERTY AND FOUNDATION LINES WITH A LEGAL LAND SURVEYOR PRIOR TO PLACING FOOTINGS OR RUNNING SERVICES WITHIN BUILDING ENVELOPE.
12. ALL ROOF SPACES TO BE VENTILATED WITH SOFFIT AND ROOF VENTS WITH A MINIMUM DISTRIBUTION AREA OF 1/300. A MINIMUM OF 25% OF VENTS TO BE LOCATED AT ROOF. MINIMUM 25% TO BE LOCATED AT SOFFIT.
13. DOOR FRAMES AT ENTRANCES AND EXTERIOR SPACES TO DWELLING UNITS SHALL BE SOLIDLY BLOCKED BETWEEN DOOR FRAME AND STUDS AT THE HEIGHT OF THE DEADBOLT TO RESIST SPREADING.
14. ALL GLASS IN DOORS, SIDELITES OR WINDOWS WITHIN 12" OF FINISHED FLOOR TO BE CONSTRUCTED OF SAFETY GLASS.
15. RAIN WATER LEADERS NOT SHOWN ON PLAN . CONTRACTOR TO DETERMINE EXACT LOCATION SUITABLE TO SITE AND MUNICIPAL DRAINAGE.
16. ELECTRICAL LOCATIONS TO BE DETERMINED BY ELECTRICAL CONTRACTOR WITH THE APPROVAL OF THE HOME OWNER OR GENERAL CONTRACTOR AND IN ACCORDANCE WITH CURRENT ELECTRICAL CODE.
17. APPROVED SMOKE ALARMS TO BE INSTALLED WITH LOCATION APPROVED BY APPROPRIATE LOCAL MUNICIPALITY.
18. REFER TO LAOUTS AND SPECIFICATIONS FROM STRUCTURAL ENGINEER, FLOOR JOIST SUPPLIER, AND ROOF TRUSS MANUFACTURER FOR BEAM, POST, FOOTING LOCATIONS AND SIZES. ENSURE PROPER BEARING IS PROVIDED FOR ALL POINT LOADS. ANY STRUCTURAL SPECIFICATIONS SHOWN ON WOOD CREEK PLANS ARE ESTIMATES ONLY AND MAY NOT ACCURATELY REPRESENT LOADING AND SIZING, OR MAY NOT INCLUDE POINT LOADS OR STRUCTURAL MEMBERS DESIGNED BY OTHERS.

NOTED: ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE LOCAL CODES AND BYLAWS. DESIGN OF FOUNDATION AND FOOTINGS TO BE MODIFIED TO SUIT LOCAL SOIL CONDITIONS AS REQUIRED.

DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE.

THIS DRAWING IS THE PROPERTY OF WOOD CREEK CONSTRUCTION AND MAY BE USED ONLY FOR THE PURPOSES FOR WHICH IT IS LOANED BY THE COMPANY.

[illegible]

REVISIONS



LEGAL DESCRIPTION

LOT 34, SEC 12, TP 20, R 10, W&M
HOVD. Plan E/174280

PROJECT NO.

WINTERS

SITE PLAN & GENERAL NOTES

1997

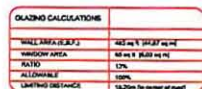
May 11/2023

322*1'

PC

CHURCH
XX

A-



RIGHT ELEVATION

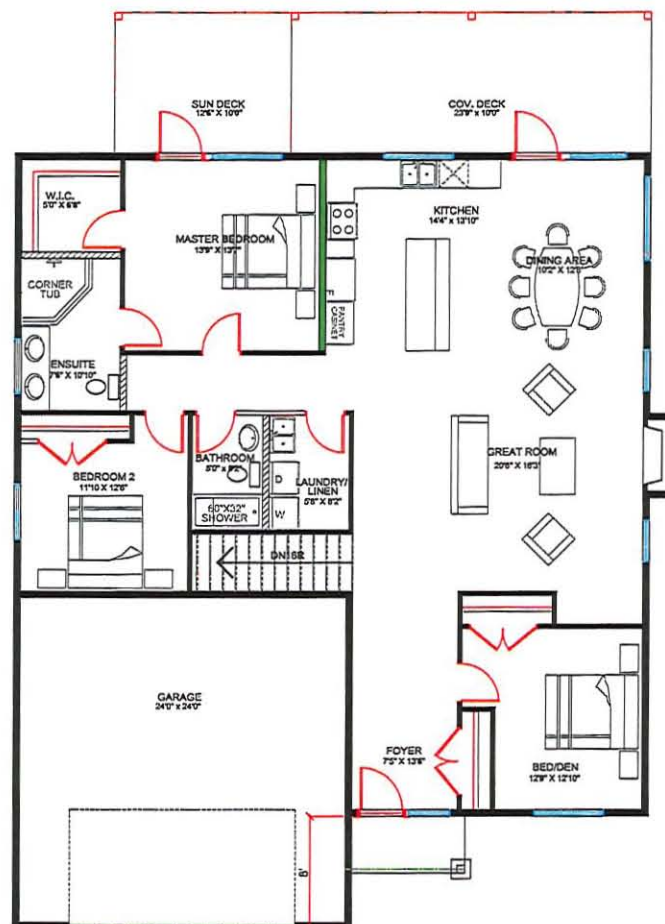
GLAZING CALCULATIONS	LEFT	RIGHT
WALL AREA	430 sq ft (39.9 sq m)	297 sq ft (27.5 sq m)
WINDOW AREA	80 sq ft (7.4 sq m)	88 sq ft (8.1 sq m)
RATIO	11.7%	18%
ALLOWABLE	12%	20%
LIGHTING DISTANCE	3.5 ft (1.1 m) from street	4.7 ft (1.4 m) from street

GLAZING CALCULATIONS	LEFT	RIGHT
WALL AREA	430 sq ft (39.66 sq m)	287 sq ft (27.34 sq m)
WINDOW AREA	80 sq ft (7.43 sq m)	68 sq ft (6.33 sq m)
PAVING	11.7%	18%
AVAILABLE	12%	38%
LIVING DISTANCE	5.0m (16.40m) from front	6.75m (22.15m) from front

REAR ELEVATION

GLAZING CALCULATIONS	
WALL AREA (SQ.F.)	483 sq ft (44.87 sq m)
WINDOW AREA	85 sq ft (7.83 sq m)
RATIO	1.2%
ALLOWABLE	100%
LEAVING DISTANCE	18.75m (61.51 ft) (max)

A-2



MAIN FLOOR 1717 SQ. FT.

Garage - 532 SQ FT.

Deck/Porch Area - 380 SQ. FT.

9' Ceilings



Wood Creek
Construction Ltd.
-Building with Confidence-

FLOOR NOTES

1. FRAMED EXTERIOR WALLS DOES NOT INCLUDE EXTERIOR SHEATHING.
2. ALL DIMENSIONS SHOWN ARE TO FRAMING AND DO NOT INCLUDE DRYWALL OR OTHER FINISHES
3. DOOR HEADERS TO BE 3-2X10 IN 2X5 WALLS AND 2-2X10 IN 2X4 WALLS UNLESS NOTED OTHERWISE
4. ALL DOORS AND WINDOWS FRAMED 4-1/2" FROM ADJACENT WALLS UNLESS NOTED OTHERWISE
5. ALL DOOR SLABS TO MEASURE 80" IN HEIGHT UNLESS OTHERWISE NOTED
6. INDIVIDUAL ROOM AREAS ARE CALCULATED FROM INSIDE OF FRAMING WHEREAS THE OVERALL FLOOR AREA IS CALCULATED TO OUTSIDE EXTERIOR WALLS

NOTE: ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE LOCAL CODES AND BYLAWS. DESIGN OF FOUNDATION AND FOOTINGS TO BE MODIFIED TO SUIT LOCAL SOIL CONDITIONS AS REQUIRED.

DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE.

THIS DRAWING IS THE PROPERTY OF WOOD CREEK CONSTRUCTION AND MAY BE USED ONLY FOR THE PURPOSES FOR WHICH IT WAS ISSUED BY THE COMPANY.

1	DATE SENT	DATE RECEIVED	REMARKS
2	DATE SENT	DATE RECEIVED	REMARKS
3	DATE SENT	DATE RECEIVED	REMARKS

NO.	DATE	DESCRIPTION
-----	------	-------------

REVISIONS

Wood Creek

WOOD CREEK
Construction Ltd.

-Building with Confidence

LEGAL DESCRIPTION

LOT 7, SEC 11, TP 20, R 10, W5M, W5M

100

100

100

10

LOT 3 FHE

LOT 7 - PRE

SHEET TITLE

MAIN FLOOR

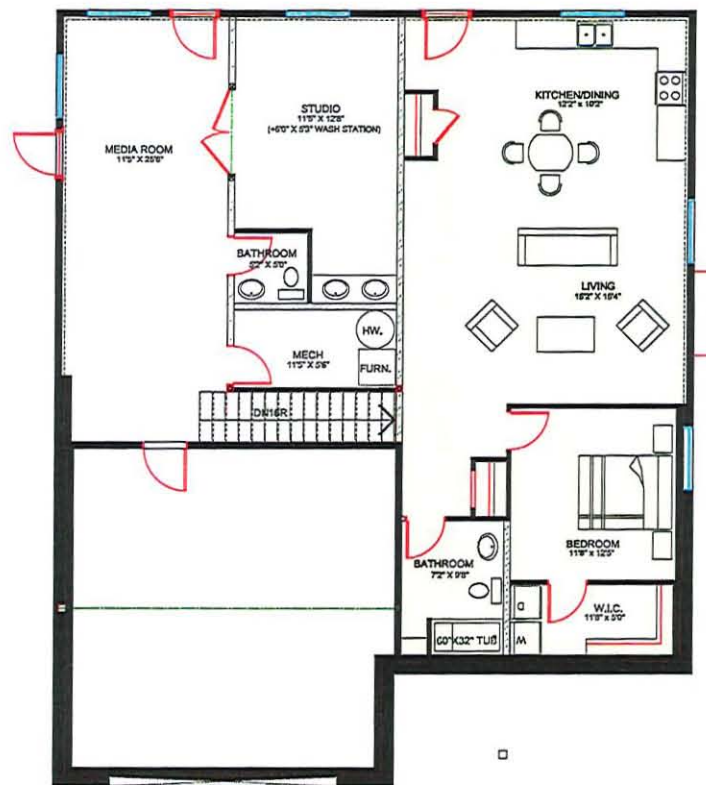
LAYOUT

DATE: APR 30/2020

1/4" x 1"

A-3

A-3



- SAFE & SOUND INSULATION
- PLUMB WALL
- L.B. WALL
- SUITE

FLOOR NOTES

1. FRAMED EXTERIOR WALLS DOES NOT INCLUDE EXTERIOR SHEATHING.
2. ALL DIMENSIONS SHOWN ARE TO FRAMING AND DO NOT INCLUDE DRYWALL OR OTHER FINISHES
3. ALL HEADERS TO BE 3-2X10 IN 2X6 WALLS AND 2-2X10 IN 2X4 WALLS UNLESS NOTED OTHERWISE
4. ALL DOORS AND WINDOWS FRAMED 4-1/2" FROM ADJACENT WALLS UNLESS NOTED OTHERWISE
5. ALL DOOR SLABS TO MEASURE 80" IN HEIGHT UNLESS OTHERWISE NOTED
6. INDIVIDUAL ROOM AREAS ARE CALCULATED FROM INSIDE OF FRAMING WHEREAS THE OVERALL FLOOR AREA IS CALCULATED TO OUTSIDE EXTERIOR WALLS

NOTE: ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE LOCAL CODES AND BY-LAWS. DESIGN OF FOUNDATION AND FOOTINGS TO BE MOVED TO SUIT LOCAL SOIL CONDITIONS AS REQUIRED. DO NOT SCALE DRAWINGS. VERTICAL DIMENSIONS SHALL TAKE PRECEDENCE. THIS DRAWING IS THE PROPERTY OF WOOD CREEK CONSTRUCTION AND MAY BE USED ONLY FOR THE PURPOSE FOR WHICH IT IS LOANED BY THE COMPANY.

NO.	DATE	REVISIONS
1	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
2	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
3	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
4	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
5	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
6	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
7	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
8	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
9	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
10	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
11	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
12	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
13	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
14	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
15	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
16	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
17	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
18	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
19	JUNE 2020	REVISED LAYOUT ON LIVING ROOM
20	JUNE 2020	REVISED LAYOUT ON LIVING ROOM



LEGAL DESCRIPTION
LOT 7, SEC 11, TP 26, R 10, W3M, W3M

PROJECT NO.	LOT 7 - FHE
SUBJECT	BASEMENT PLAN
DATE	APR 30/2020
SCALE	1/4"=1'
BY	PC
CHECKED	PC
DATE	

A-5

DEV. BASEMENT 1573 SQ. FT.

Suite - 900 SQ. FT.
9' Ceilings

SLATE AREA
800 SQ. FT.



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Item 23.2

CITY OF SALMON ARM

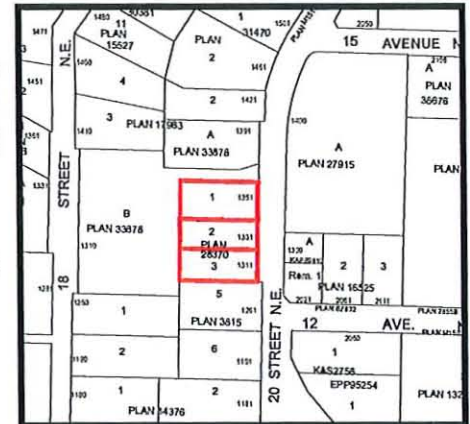
Date: July 27, 2020

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Council of the City of Salmon Arm will hold a Public Hearing in the Council Chambers at City Hall, 500 – 2 Avenue NE, Salmon Arm, British Columbia, on Monday, July 27, 2020 at 7:00 p.m.

- 1) **Proposed termination of Land Use Contract LUC M61302:**
District of Salmon Arm Land Use Contract Bylaw No. 12, 1977 was adopted by Council to oblige the developer to provide works and services during subdivision for the properties. All servicing requirements were satisfied at the time of subdivision.

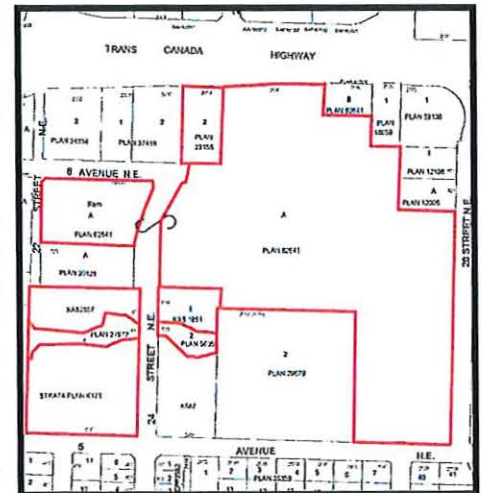
Addresses: 1351, 1331, 1311 – 20 Street NE
Location: On west side of 20 Street NE north of 20 Street NE and 11 Avenue NE intersection
Applicant: City of Salmon Arm
Reference: LUC M61302/Bylaw 4400

**Proposed termination of Land Use Contract LUC M17793**

District of Salmon Arm Land Use Contract Bylaw No. 1, 1977 was adopted by Council to oblige the developer to provide works and services during subdivision for the properties. All servicing requirements were satisfied at the time of subdivision.

Addresses: 2450, 2600 10 Avenue (TCH) NE; 620, 631, 523, 519, 515, 511, 507, 503, 527, 531, 535, 539, 543, 547, 579, 583, 587, 591, 595, 599, 555, 559, 563, 567, 571, 575 – 24 Street NE; 2207, 2213, 2221, 2229, 2299, 2291, 2285, 2277, 2235, 2241, 2249, 2255, 2263, 2269 5 Avenue NE; #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18 – 671 24 Street NE; #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12 – 660 24 Street NE

Location: South of the Trans Canada Highway, east of 21st Street NE underpass and west of 30th Street NE
Applicant: City of Salmon Arm
Reference: LUC M17793/Bylaw 4400

**Vote Record**

- ☐ Carried Unanimously
☐ Carried
☐ Defeated
☐ Defeated Unanimously
Opposed:

- ☐ Harrison
☐ Cannon
☐ Eliason
☐ Flynn
☐ Lavery
☐ Lindgren
☐ Wallace Richmond

Item 23.2 – continued

Proposed termination of Land Use Contract LUC M66216:

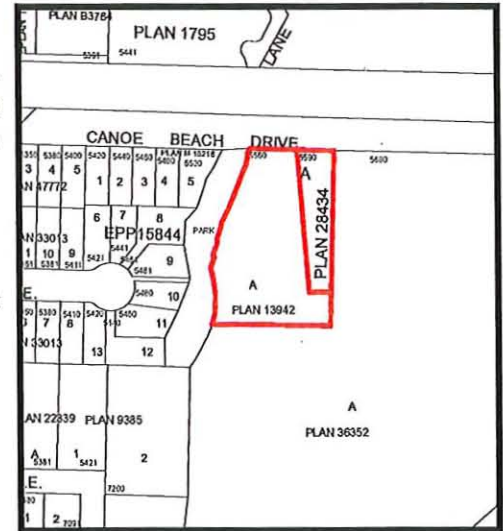
District of Salmon Arm Land Use Contract Bylaw No. 11, 1977 was adopted by Council to allow the subdivision of Lot A Plan 13942 to create a new parcel, Lot A Plan 28434 at no cost to the Municipality.

Addresses: 5560, 5590 Canoe Beach Drive NE

Location: On south side of Canoe Beach Drive NE west of TransCanada Highway

Applicant: City of Salmon Arm

Reference: LUC M66216/Bylaw 4400



The staff reports for the proposals are available for viewing on the City of Salmon Arm website at www.salmonarm.ca July 14 to 27, 2020 inclusive. Those who deem their interest affected by the proposed bylaws are urged to review the online file, contact the undersigned or phone the Development Services Department at 250.803.4010 to obtain the facts of the proposal prior to the hearing.

City Council encourages the continued use of the city's website to stay informed on current Development applications and Council Agendas.

Erin Jackson, Director of Corporate Services

Vote Record

- ☐ Carried Unanimously
 - ☐ Carried
 - ☐ Defeated
 - ☐ Defeated Unanimously
- Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond



To: His Worship Mayor Harrison and Members of Council

Date: April 28, 2020

Subject: Land Use Contract Termination

MOTION FOR CONSIDERATION

THAT: A bylaw be prepared for Council's consideration, adoption of which would terminate the following Land Use Contracts for the parcels legally described as:

1. LUC M61302:

Lot 3, Section 24, Township 20, Range 10, W6M KDYD, Plan 28370	(1311 – 20 Street NE)
Lot 2, Section 24, Township 20, Range 10, W6M, KDYD, Plan 28370	(1331 – 20 Street NE)
Lot 1, Section 24, Township 20, Range 10, W6M, KDYD, Plan 28370	(1351 – 20 Street NE)

2. LUC M17793:

Lot 2, Section 13, Township 20, Range 10, W6M, KDYD, Plan 32155	(2450 – 10 Avenue (TCH) NE)
Lot A, Section 13, Township 20, Range 10, W6M, KDYD, Plan KAP62641, Except Plan EPP6081	(2600 – 10 Avenue (TCH) NE)
Lot 5, Section 13, Township 20, Range 10, W6M, KDYD, Plan KAP56352	(631 – 24 Street NE)
Lot 2, Section 13, Township 20, Range 10, W6M, KDYD, Plan KAP56352	(620 – 24 Street NE)
Strata Lots 1 – 14, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	(2207, 2213, 2221, 2229, 2299, 2291, 2285, 2277, 2235, 2241, 2249, 2255, 2263, 2269 – 5 Avenue NE)
Strata Lots 15 – 38, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	(523, 519, 515, 511, 507, 503, 527, 531, 535, 539, 543, 547, 579, 583, 587, 591, 595, 599, 555, 559, 563, 567, 571, 575, - 24 Street NE)
Strata Lots 1 – 18, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	(Units 1 – 18, 671 – 24 Street NE)
Strata Lots 1 – 12, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	(Units 1 – 12, 660 – 24 Street NE)

3. LUC M66216:

Lot A, Section 5, Township 21, Range 9, W6M, KDYD, Plan 28434	(5590 Canoe Beach Drive NE)
Lot A, Section 5, Township 21, Range 9, W6M, KDYD, Plan 13942, Except Plan 28434	(5560 Canoe Beach Drive NE)

STAFF RECOMMENDATION

THAT: The motion for consideration be adopted.

BACKGROUND

In 2014 Section 548 of the Local Government Act (Appendix 1) was amended to require that all Land Use Contracts (LUC) are terminated by June 30, 2024. The City is required to have all necessary replacement zoning bylaws in place by June 30, 2022 and advise all owners that the Land Use Contract affecting their property will be terminated and current zoning regulations will then apply.

Land use contracts were a tool available to local governments prior to development permits and development cost charges. They were used to authorize site specific zoning, variances and to oblige developers to provide off site works and services. A Land Use Contract could be considered an 'overlay' taking precedence over zoning regulations. The amendment or discharge of a land use contract requires consent of the owner of the affected land, however termination can be done without consent as long as zoning is in place. There is an appeal available to the Board of Variance if the owner feels there is a hardship.

Termination of a Land Use Contract will require Council to adopt a bylaw following public notification and a public hearing similar to a zoning bylaw amendment; however, the LUC Termination Bylaw does not in itself rezone the property. The in-force date of the bylaw is required to be one year after adoption.

These three Land Use Contracts represent one third of the nine remaining on properties within the City. They are the most straightforward to remove as they addressed servicing at the time of subdivision, as opposed to land use, and will not require bylaw amendments or variances.

LAND USE CONTRACTS

Land Use Contract M61302

District of Salmon Arm Land Use Contract Bylaw No. 12, 1977 was adopted by Council to oblige the developer to provide works and services for the subdivision of Lots 3 and 4 Plan 3815 to create Lots 1, 2, 3 Plan 28370. Land Use Contract M61302 is attached as Appendix 2. At the time of subdivision the developer was required to provide road dedication and cash contributions toward water and sewer connections. The subject properties located along 20 Street NE as shown on Appendix 3 and 4 and are zoned Single Family Residential (R-1) as shown on Appendix 5. All servicing requirements were satisfied at the time of subdivision, this Land Use Contract can be terminated with no further action required.

Land Use Contract M17793

District of Salmon Arm Land Use Contract Bylaw No. 1, 1977 was adopted by Council to oblige the developer to provide works and services for the development of Lot 2 Plan 27972. Land Use Contract M17793 is attached as Appendix 6. The property was originally subdivided to create four strata developments and remainder. Section 22 of Land Use Contract M17793 allowed for, or required, a quit claim discharge upon acceptance by the municipality of the off-site services and one year maintenance period. Land Use Contract M17793 was discharged from the portion of the property that is Strata Plan K687 by District of Salmon Arm Discharge of Land Use Contract Bylaw No. 1, 1987. The subject properties are located along 24 Street NE, there are a number of owners including the Recreation Centre and Shaw Centre (City Property) as well as some commercial and residential properties as shown on Appendix 7 and 8. The zoning for the properties is shown on Appendix 9. All servicing requirements were satisfied at the time of subdivision, this Land Use Contract can be terminated with no further action required.

Land Use Contract M66216

District of Salmon Arm Land Use Contract Bylaw No. 11, 1977 was adopted by Council to allow the subdivision of Lot A Plan 13942 to create a new parcel, Lot A Plan 28434 at no cost to the Municipality. Land Use Contract M66216 is attached as Appendix 10. The subject properties are located at 5560 & 5590 Canoe Beach Drive NE as shown on Appendix 11 and 12 and both properties are zoned Rural Holding (A-2) as shown on Appendix 13. This Land Use Contract can be terminated with no further action required.

COMMENTS

Engineering Department

No Engineering Department comments have been received. Subsequent to discharge of the LUCs, any subdivision or development will be subject to the City's Subdivision and Development Servicing Bylaw in effect of the day.

Building Department

No Building Department concerns.

Fire Department

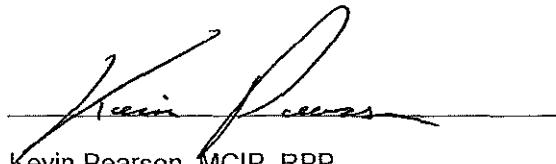
No Fire Department comments have been received.

Planning Department

The land use contract terminations are consistent with Zoning and OCP designations. The existing uses are aligned with neighbouring land uses.

CONCLUSION

The proposed termination of Land Use Contracts is supported by staff. It is reasonable to remove these Land Use Contracts, any obligations from the City or the owners were satisfied at the time of development.

A handwritten signature in black ink, appearing to read 'Kevin Pearson', is written over a horizontal line.

Kevin Pearson, MCIP, RPP
Director of Development Services

until it has been approved by the minister responsible for the administration of the *Transportation Act*.

- (5) If a local government proposes to amend a land use contract under subsection (2) (a) respecting any matter in it relating to density or use of an area covered by the contract, Division 3 [*Public Hearings on Planning and Land Use Bylaws*] applies.
- (6) If a land use contract is amended by bylaw, a development permit or a development variance permit, the local government must register the amendment in the land title office in accordance with the *Land Title Act*.
- (7) On registration under subsection (6), the registrar of land titles may require
 - (a) that a certified copy of the bylaw under this section be registered together with the amendment to the land use contract, and
 - (b) that a certified copy of the development variance permit or development permit be registered together with the land use contract as amended by it.
- (8) The registrar of land titles is not required to inquire whether the land use contract amendment has been made in accordance with this Part or whether it is a valid amendment before permitting registration of an amendment under subsection (6).

Termination of all land use contracts in 2024

- 547** (1) All land use contracts are terminated on June 30, 2024.
- (2) A local government that has jurisdiction over land subject to a land use contract must, by June 30, 2022, adopt a zoning bylaw that will apply to the land on June 30, 2024.

Process for early termination of land use contract

- 548** (1) In this section:

"charge number" means, in relation to a land use contract that is registered as a charge against a title to land, the serial number assigned to the land use contract by the registrar of land titles;

"parcel identifier" means a permanent parcel identifier assigned under section 58 of the *Land Title Act*.

- (2) Despite section 547, a local government may, by bylaw, terminate a land use contract that applies to land within the jurisdiction of the local government.
- (3) A bylaw under subsection (2)
- (a) must not be adopted after June 30, 2022,
 - (b) must provide that the bylaw comes into force on a date that is
 - (i) at least one year after the date the bylaw is adopted, and
 - (ii) not later than June 30, 2024, and

(8) A decision of the board of variance under subsection (5) is final.

Extent of damage to non-conforming use property

- 544** (1) A person may apply to a board of variance for an order under subsection (2) if the person alleges that the determination by a building inspector of the amount of damage under section 532 (1) [*end of non-conforming use protection if building of other structure is seriously damaged*] is in error.
- (2) On an application under subsection (1), the board of variance may set aside the determination of the building inspector and make the determination under section 532 (1) in its place.
- (3) The applicant or the local government may appeal a decision of the board of variance under subsection (2) to the Supreme Court.

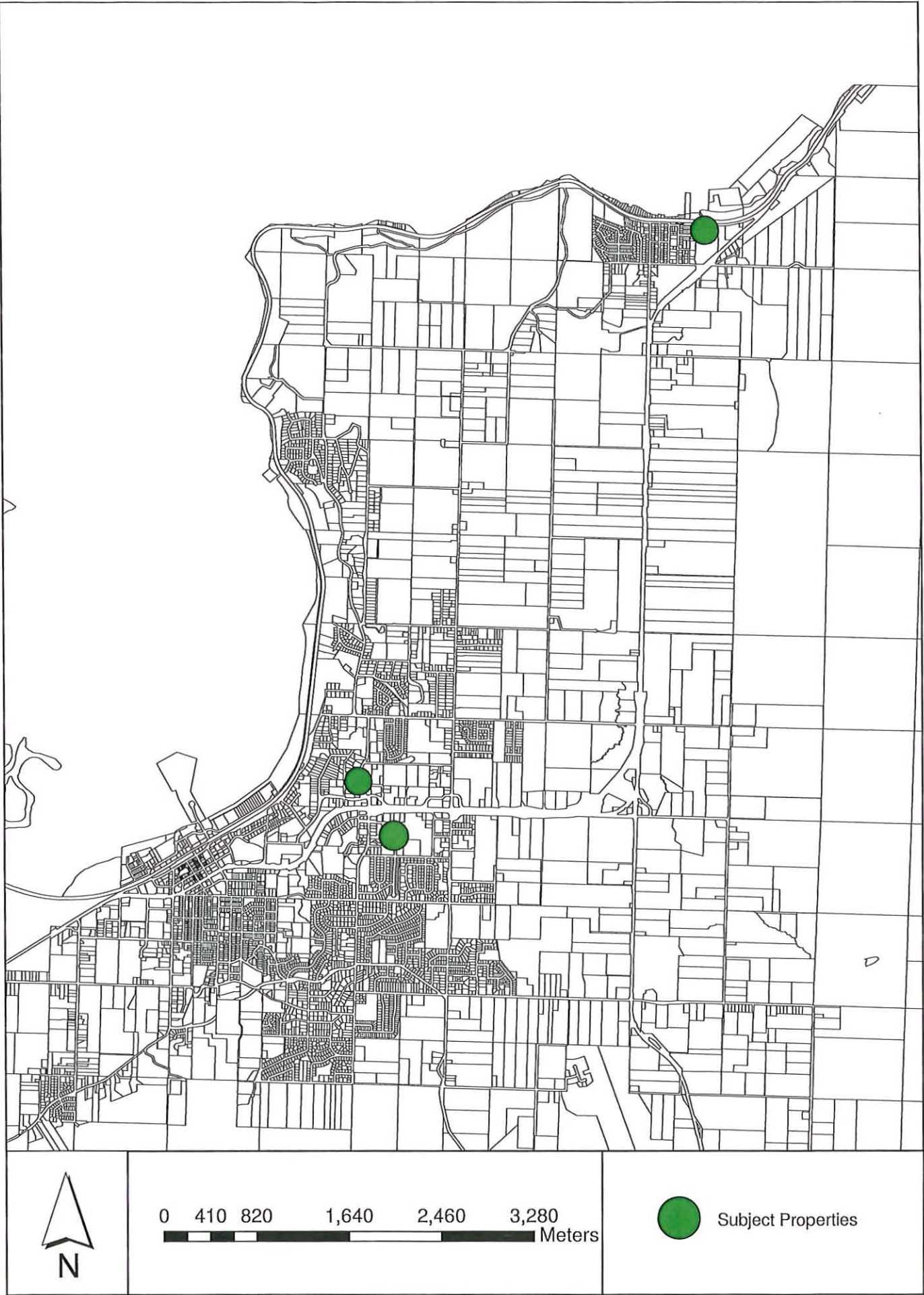
Division 16 — Discharge and Termination of Land Use Contracts

Application to land use contracts under previous legislation

- 545** This Division applies to land use contracts within the meaning of section 702A of the *Municipal Act*, R.S.B.C. 1960, c. 255, before that section was repealed under section 13 of the *Municipal Amendment Act*, 1977.

Amendment and discharge of land use contract

- 546** (1) In this section, "**amend**" means modify, vary or discharge.
- (2) Subject to subsection (4), a land use contract that is registered in a land title office may be amended as follows:
- (a) by bylaw, with the agreement of
 - (i) the local government, and
 - (ii) the owner of any parcel that is described in the bylaw as being covered by the amendment;
 - (b) subject to subsection (3), by a development permit or a development variance permit, if the amendment does not affect the permitted use or density of use of any parcel against which the contract is registered;
 - (c) in the manner specified in the land use contract.
- (3) A land use contract must not be discharged in the manner provided for in subsection (2) (b).
- (4) Unless exempted by regulation under section 505 (4) [*controlled access highways*], if a parcel affected by an amendment under this section is subject to section 52 (3) [*approval required for development near controlled access highway*] of the *Transportation Act*,
- (a) a bylaw under subsection (2) (a) must not be adopted, or
 - (b) a development permit or development variance permit under subsection (2) (b) must not be issued



- (c) must not be adopted unless the local government has adopted a zoning bylaw that will apply to the land on the date the bylaw under subsection (2) comes into force.
- (4) Section 546 *[amendment and discharge of land use contracts]* does not apply in relation to a bylaw adopted under subsection (2).
- (5) Despite section 135 (3) *[at least one day between third reading and adoption]* of the *Community Charter*, a council may adopt a bylaw under subsection (2) at the same meeting at which the bylaw passed third reading.
- (6) Within 30 days after adopting a bylaw under subsection (2), a local government must give written notice of the bylaw to the proper land title office for each parcel of land subject to a land use contract that the bylaw will terminate.
- (7) A notice under subsection (6) must
 - (a) be in a form satisfactory to the registrar of land titles,
 - (b) include a certified copy of the bylaw, and
 - (c) identify the following:
 - (i) by charge number, each land use contract that the bylaw will terminate;
 - (ii) by legal description and parcel identifier, each parcel of land subject to a land use contract that the bylaw will terminate.

Notice of termination

549 (1) A local government must give written notice of the termination of a land use contract to the owners of land that is within the jurisdiction of the local government and subject to the land use contract.

(2) A notice under subsection (1) must

- (a) be mailed or otherwise delivered as follows:
 - (i) if the local government adopts a bylaw under section 548 that will terminate the land use contract, by the date that is 10 days after the adoption of the bylaw to the owners as shown on the assessment roll as at the date of the first reading of the bylaw;
 - (ii) if subparagraph (i) does not apply, by June 30, 2022 to the owners as shown on the assessment roll as at a date no more than one month before the notice is mailed or delivered,
- (b) identify the place where and the times and dates when zoning bylaws are available for public inspection, and
- (c) if the local government adopts a bylaw under section 548 that will terminate the land use contract, inform the owners that they may apply to a board of variance for an exemption under section 543 *[variance or exemption to relieve hardship]*.

- (3) The obligation to deliver a notice under subsection (2) (a) is satisfied if a reasonable effort was made to mail or otherwise deliver the notice.

Discharge of terminated land use contract

- 550** (1) This section applies despite any enactment or law to the contrary.
- (2) If a land use contract is registered as a charge against a title to land and the land use contract is terminated under section 547 *[2024 termination]* or 548 *[early termination]*, the charge is deemed to be discharged as of the date of the termination of that land use contract.
- (3) The following are conclusive proof that a land use contract is terminated:
- (a) before June 30, 2024,
 - (i) this Act, and
 - (ii) a certified copy of the bylaw under section 548 that terminates the land use contract;
 - (b) on or after June 30, 2024, this Act.
- (4) The registrar of land titles is not required to inquire whether a bylaw under section 548 has been made in accordance with this Part before cancelling registration of a charge that is discharged by operation of that bylaw and subsection (2) of this section.

Division 17 — Regulation of Farm Businesses in Farming Areas

Agriculture minister may set standards for farm bylaws

- 551** (1) In this Division, "**agriculture minister**" means the minister responsible for the administration of the *Farm Practices Protection (Right to Farm) Act*.
- (2) The agriculture minister may establish, publish and distribute standards in relation to farming areas for the guidance of local governments in the preparation of zoning bylaws and bylaws under this Division.
- (3) Standards under subsection (2) may differ for different parts of British Columbia.

Farming area bylaws

- 552** (1) This section does not apply unless a regulation under section 553 declares that it applies.
- (2) A local government may make bylaws in relation to farming areas as follows:
- (a) respecting the conduct of farm operations as part of a farm business;
 - (b) respecting types of buildings, structures, facilities, machinery and equipment that are prerequisite to conducting farm operations specified by the local government and that must be utilized by farmers conducting the specified farm operations;

UNION REPUBLIC OF CAMBODIA

THE UNIVERSITY OF CHICAGO

... "Havard" ...
... "Havard" ...
... "Havard" ...

On 19th July

WHEREAS the Municipality, pursuant to Section 712 of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a land use contract containing such terms, and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the Municipal Council consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in a land use contract;

Registered the 31 Day of 10
1922 on Application Received
at the Time Written or Stamped
on the Application.

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AND WHEREAS the Municipality, pursuant to Section 702(1) of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a land use contract containing such terms, and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the Municipal Council consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in a land use contract;

Registered the 31 Day of 12
1969 on Application Received
at the Time Written or Stamped
on the Application.

1969

AND WHEREAS the Municipality has previously been authorized by a resolution of the Council of the Municipality, at the time of the purchase of the land and property, that it would be in conformity with the provisions of the Municipal Act, to enter into this contract under the terms, conditions and for the consideration hereinafter set forth:

AND WHEREAS the Council of the Municipality, having taken due consideration to the provisions set forth in sections 70(2) and 70A(1) of the Municipal Act, have agreed to the terms, conditions and consideration herein contained:

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

AND WHEREAS the land is within a development area of the Municipality;

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this Agreement, until the Council held a public hearing in relation to this Agreement, and considered any opinions expressed at such hearing, and unless at least two-thirds of all of the members of the Council present at the meeting at which the vote is taken and entitled to vote on the by-law voted in favour of the by-law authorizing the Municipality to enter into this contract:

The Developer of the registered plan shall

be responsible for the physical and financial

feasibility of the project and shall be

responsible for the payment of the costs of

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2. No person other than the Developer shall have a registered interest in the Land.

3. The Land may be subdivided strictly in accordance with the Plan of Subdivision annexed hereto as Schedule 1 subject to the approval of the Approving Officer of the Municipality.

4. Except as hereinafter specifically provided the Developer shall in his use and development of the Land comply with all of the by-laws of the Municipality.

5. The Developer shall dedicate by the Plan of Subdivision referred to in section 3 and 9 hereof as road the easterly twelve feet (12') of Lots 3 and 4 of Plan 3815 and shall cause the area dedicated to be cleared of trees and shrubs where directed to do so by the Municipality.

6. The Developer shall pay to the Municipality, at the time of execution of this Agreement, the sum of One Thousand One Hundred and Seventy-five (\$1,175.00) DOLLARS.

It is understood and agreed that this sum shall be for two sewer connection fees of Three Hundred (\$300.00) DOLLARS each and two water connection fees of One Hundred and Seventy-five (\$175.00) DOLLARS each, which amount will satisfy water and sewer connection fees for the subdivision shown in Schedule "A".

7. The Developer shall abandon the existing water line serving the subdivision and the land adjacent to the same, and shall install a new water line to be located in the subdivision as shown in Schedule "A".

8. It is acknowledged that as a result of the Developer paying the funds hereinafter specified, the Municipality acknowledges that the development proposed will not create an additional cost to be borne by the Municipality at this time. It is further acknowledged by the parties hereto that the impact of this proposed development on present and future public works has to a large extent been eliminated as a result of the Developer providing the funds hereinafter specified and carrying out the works provided for in this Contract.

The Developer shall pay to the Municipality, in addition to the monies specified in section 6, and 11 hereof, in cash, at the time of the execution of this Agreement, the sum of One Thousand One Hundred and Seventy-five (\$1,175.00) DOLLARS for the new lot created by the subdivision more particularly shown in Schedule "A". It is understood and agreed that this sum is made up of Three Hundred and Seventy-five (\$375.00) DOLLARS being the estimated additional cost to the Municipality of providing water works, Five Hundred (\$500.00) DOLLARS as the additional sum required by the Municipality for the provision of drainage work, and Three Hundred (\$300.00) DOLLARS as the additional sum required by the Municipality for providing the park space required to properly service the subdivision.

LOT 4

S.P.A.

12' road penetration

12' 31' 2012

12' 31' 2012

SCALE 1 inch = 30 feet

APPROVED UNDER THE CONTROLLED
ACCESS HIGHWAYS ACT TMS 15
DAY OF August 1, 1977.

[Signature]
APPROVING OFFICER, MINISTRY OF
HIGHWAYS & PUBLIC WORKS

1977

1977

1977

DEVELOPED, CONSTRUCTED AND MAINTAINED
BY THE MINISTRY OF TRANSPORT,
IN THE PRESENCE OF:

[Signature]

BARRETT N. WILSON
MINISTER OF TRANSPORT,
2ND FLR, 3030 BAYVIEW AVE,
SCAR. ONT, CANADA M2H 3L5

OCCUPATION

[Signature]
PENTTI EVERT NIINIKOSKI

APPROVED UNDER THE CONTROLLED
ACCESS HIGHWAYS ACT THIS 15
DAY OF August 1977.

[Signature]
APPROVING OFFICER, MINISTRY OF
TRANSPORT & PUBLIC WORKS

Who does the research? Is it the military or the
State Dept. (4/20/00) BOBBER

When Developer calls, pay to the relevant
 Party, the amount of the bill. The bill is

1. Background 背景
 2. Definition 定义
 3. Importance 重要性
 4. Challenges 挑战
 5. Conclusion 结论

It is understood that the purpose of the above is to provide a means of communication, whether by direct or indirect means, or by means of a representative, between the Government and the people, and that the Government is not bound by the results of such communication, but that the Government is bound by the results of such communication only in the case of a direct communication by the people to the Government.

This Agreement shall be construed as a deed and shall be registered in the Land Registry of British Columbia by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

Whenever the singular or masculine is used, it shall be construed as meaning the plural, any corporate or politic where the context requires.

Except as hereinafter provided this agreement shall be for the benefit of and be binding upon the parties and their respective heirs, executors, successors and assigns.

of the
 In the Province of British Columbia, this
 I was personally present and did see the said instrument duly signed and sealed by
 for the purposes named therein.
 I am the subscribing witness to the said instrument and am of the full age of sixteen years
 at
 in the }
 Province of British Columbia, this }
 1911

Witness my hand and seal in and for the Province of British Columbia, this 11th day of October, 1911.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 14th day of September, 1911, at Salmon River, in the Province of British Columbia, (whereof I am a Justice of the Peace, who is personally known to me and acknowledged to me that he is the Mayor of the Municipality of Salmon River, who subscribed his name to the annexed instrument as Mayor of the Municipality of Salmon River.

to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and with the said Mayor of the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Salmon River, in the Province of British Columbia, this 14th day of September, 1911, one thousand nine hundred and eleven.

[Signature]
 J. P. [Signature]

Now, therefore, the Council of the District of Salmon Arm, British Columbia, do hereby authorize the Mayor and Council to execute the said By-Law, and to cause the same to be published in the official gazette of the District of Salmon Arm, British Columbia.

The Mayor is hereby authorized to sign the said By-Law, and to cause the same to be published in the official gazette of the District of Salmon Arm, British Columbia.

The Mayor is hereby authorized to sign the said By-Law, and to cause the same to be published in the official gazette of the District of Salmon Arm, British Columbia.

This By-Law may be cited as "District of Salmon Arm Land Use Control By-Law No. 12, 1977".

MADE A FIRST TIME this 11th day of July, 1977.
MADE A SECOND TIME this 17th day of July, 1977.
MADE A THIRD TIME this 11th day of July, 1977.

RECONSIDERED, FINALLY PASSED AND ADOPTED by the District Council on the 22nd day of August, 1977.

I, L.H. Lund, certify the foregoing to be a true and correct copy of By-Law No. 1210 of the District of Salmon Arm Land Use Control By-Law No. 12, 1977 as adopted by Council on the 22nd day of August, 1977.

Dated at Salmon Arm, B.C. this 6th day of September, 1977.

L.H. Lund
Mayor

"L.H. Lund"
Mayor

"F.W. Spence"
Clerk

<p>SECTION PLAN</p>	
<p>DATE: 24 September 1977</p>	<p>BY: [Signature]</p>
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陳其美 函

Dr. L. B. ...

R. O. 1358

Salmon

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• အကျဉ်းချုပ်အကျဉ်းချုပ်:

References:

Lab. C. M 61302.

12/10/77

LAND DESCRIPTION

Let 1, 2, 3

Leaves 24. 7. 77

Trapp, J.

Rp 10

126 PM. K.O. 10/11

Plan 28370

District of Columbia

MUNICIPAL ACT
SEC. 702.14

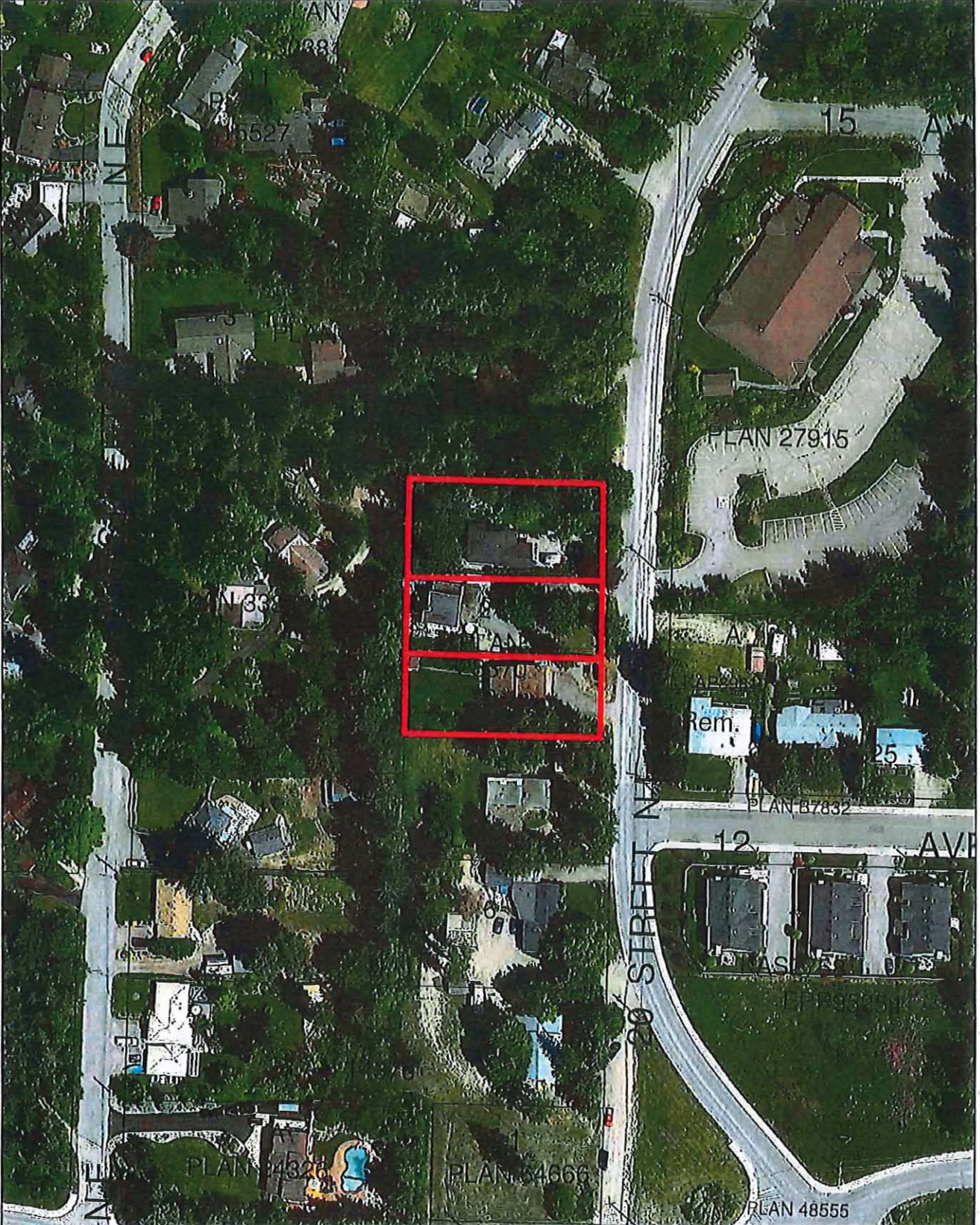
Provide Information Summary
eDAS File Number: 2020-00578

Details:

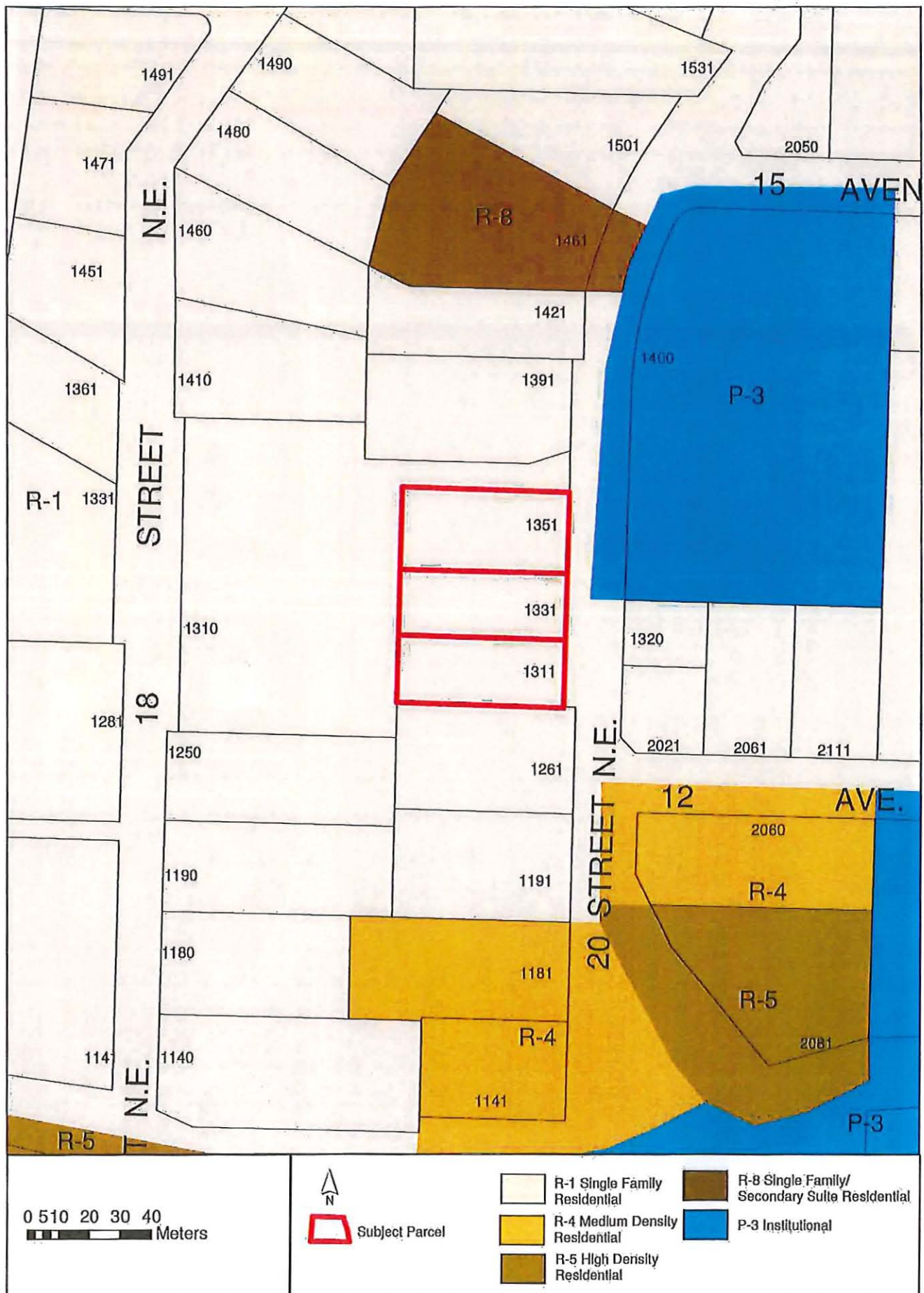
Date Submitted: Wednesday, April 29, 2020 08:58:26
Information Provided: Bylaw 4375
Reason: For approval

Attachments:

Filename	File Description	Classification
Bylaw 4375.pdf	Bylaw 4375	Document



Subject Parcel



DISTRICT OF SALMON ARM

BY-LAW NO. 1186

Being a by-law to authorize the District of
Salmon Arm to enter into a Land Use Contract.

M 17793

WHEREAS it is considered desirable to enter into a Land Use Contract with Hiller Homes Ltd. pertaining to the development of Lot 2, Plan 1511, NB4 Section 13, Township 20, Range 10;

AND WHEREAS pursuant to Section 702A(3) of the Municipal Act the Council may, upon the application of an owner of land within the development area, or his agent, enter into a land use contract;

AND WHEREAS the public hearing required by Section 702A(6) of the Municipal Act was held on the 6th day of January, 1977;

NOW THEREFORE the Municipal Council of the District of Salmon Arm, in open meeting assembled, enacts as follows:-

1. The Mayor and Clerk are hereby authorized to execute the Land Use Contract with Hiller Homes Ltd. attached hereto and marked Schedule "A".
2. The Clerk is hereby authorized to register the said Land Use Contract as a charge against the aforementioned property of Hiller Homes Ltd., which shall have the force and effect of a restrictive covenant running with the land, and is further authorized to do all things necessary to complete registration in the Land Registry Office in Kamloops.
3. This by-law may be cited as "District of Salmon Arm Land Use Contract By-law No. 1, 1977".

READ A FIRST TIME this 24th day of January, 1977.

READ A SECOND TIME this 24th day of January, 1977.

READ A THIRD TIME this 24th day of January, 1977.

APPROVED BY THE PROVINCIAL HIGHWAYS MINISTRY under the Control and Access

Highways Act on the 26 day of MARCH, 1977.

RECONSIDERED, FINALLY PASSED AND ADOPTED by the District Council on the 7th day of February, 1977.

I HEREBY CERTIFY the foregoing to be a true and correct copy of By-Law No. 1186 cited as "District of Salmon Arm Land Use Contract By-Law No. 1, 1977" as adopted by Council on the 7th day of February, 1977.

Clerk

Mayor

Clerk

5819

0005.00

CONSENT

KNOW ALL MEN by these presents that:

CENTRAL MORTGAGE AND HOUSING CORPORATION of
Kelowna, British Columbia being
 the holder of a charge by way of Mortgage registered
 in the Land Registry Office at Kamloops under
 Number M07503 against all and singular that certain parcel or
 tract of land and premises being in the District of Salmon Arm
 in the Province of British Columbia and known and described as:

LOT 3
 Section 13
 Township 20
 Range 10
 West of the 6th Meridian
 Kamloops Division Yale District
 PLAN 27623

In consideration of the sum of One Dollar (\$1.00) hereby agrees and consents
 to the registration of a Land Use Contract, made between the registered owner
 of the said Lands and the District of Salmon Arm dated
 the 31st day of December, 1976, against the aforementioned Lands in priority
 to the said charge in the same manner and to the same effect as if it had been
 dated and registered prior to the said charges.



CENTRAL MORTGAGE AND HOUSING CORPORATION

David C. Seval
 Director of Administration

STATUTORY DECLARATION OF ATTORNEYS

We, Thomas Bernard Smith and Joseph Rene Denis Fontaine

of the City of Vancouver in the Province of British Columbia,

SEVERALLY DO SOLEMNLY DECLARE:

1. That we are the attorneys for The Royal Bank of Canada.
2. That we are the persons who subscribed the name of The Royal Bank of Canada in the annexed instrument as the maker thereof.
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of The Royal Bank of Canada and we had not received any notice or information of the bankruptcy or dissolution of The Royal Bank of Canada.
4. That we know the contents of the said instrument and subscribed the name of the said The Royal Bank of Canada thereto voluntarily as the free act and deed of the said The Royal Bank of Canada.

AND WE make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act".

SEVERALLY DECLARED before me at the City of Vancouver, in the Province of British Columbia,

this 10 day of February, A.D. 1977.

H.M. Henson
A Commissioner for taking oaths within British Columbia

H.M. HENSON

[Signature]
[Signature]

CONSENT.

KNOW ALL MEN by these presents that:

THE ROYAL BANK OF CANADA of
Salmon Arm, British Columbia being
 the holder of a charge by way of Mortgage registered
 in the Land Registry Office at Kamloops under
 Number M3567 against all and singular that certain parcel or
 tract of land and premises being in the District of Salmon Arm
 in the Province of British Columbia and known and described as:

✓

In consideration of the sum of One Dollar (\$1.00) hereby agrees and consents
 to the registration of a Land Use Contract, made between the registered owner
 of the said Lands and the District of Salmon Arm dated
 the day of 1976, against the aforementioned Lands in priority
 to the said charge in the same manner and to the same effect as if it had been
 dated and registered prior to the said charges.

IN WITNESS WHEREOF The Royal Bank of Canada has caused these presents to be signed
 by its duly authorized attorneys in that behalf at Vancouver, B.C. this 10th
 day of February, A.D. 1977

SIGNED, SEALED AND DELIVERED
 in the presence of:

V. Elise Carter
 #49 - 1139 - 7th Avenue
 Richmond, B.C.
 Secretary

(Witness as to both signatures)

THE ROYAL BANK OF CANADA
 by its lawful attorneys:



[Handwritten signature]
[Handwritten signature]

LAND USE CONTRACT

THIS AGREEMENT made the 1th day of February, A.D., 1977.

BETWEEN:

DISTRICT OF SALMON ARM, a municipal corporation having its place of business at 8640 Harris Street, Salmon Arm, in the Province of British Columbia;

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

HILLER HOMES LTD. a body corporate duly incorporated under the laws of British Columbia and having its chief place of business at 50 Avenue North East, Salmon Arm, in the Province of British Columbia;

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS:

- A. The Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the land use contract;
- B. The Municipal Act requires that the Municipal Council consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in a land use contract;
- C. The Developer has presented to the Municipality a scheme of use and development of the within described lands and premises that would be in contravention of a by-law of the Municipality, of Section 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth;
- D. The Council of the Municipality, having given due consideration to the criteria set forth in Sections 702(2) and 702A(1) of the Municipal Act, have agreed to the terms, conditions and consideration herein contained;

Registered the APP 5 1977.
 19... on...
 at the...
 on the Application...

ESB

Jed

30 MAR 77

E. The land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, and the approval of the Minister of Highways to the terms hereof must be obtained;

F. The land is within a development area of the Municipality;

G. The Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this agreement, until the Council held a public hearing in relation to this agreement, and considered any opinions expressed at such hearing, and unless at least two-thirds of all of the members of the Council present at the meeting at which the vote is taken and entitled to vote on the by-law, voted in favour of the by-law authorizing the Municipality to enter into this contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

1. OWNER

The Developer is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the District of Salmon Arm, in the Province of British Columbia, and being more particularly known and described as:

Lots 1, 2 and 3, Section 13, Township 20, Range 10, West of the 6th Meridian, Kamloops Division Yale District, Plan 27623 (formerly known as:

First: That part shown as Parcel "A" on Plan "B"7098 of Lot 2, except those parts included in Plans 7032 and 20121.

Secondly: Lot 2, except those portions: (1) shown as Parcel 30 on Plan "A"1064(2) included on Plans "B"7098 and 7032, All of Section 13, Township 20, Range 10, West of the 6th Meridian, Kamloops Division Yale District, Plan 1151, District of Salmon Arm.)

(hereinafter called the "Land")

2. CONSENTS

The Developer has obtained the consent of all persons having a registered interest in the Land as set out in the schedule prefacing the consents to the use and development set forth herein consents are attached hereto.

3. DEVELOPMENT

3.1 The Land is to be, or has been, subdivided strictly in accordance with the Plan of Subdivision annexed hereto as Schedule "A" (herein called the "First Subdivision") subject to the approval of the Approving Officer of the Municipality, which approval shall be, or has been, granted on compliance with the following conditions:

(a) The Developer shall sell and the Municipality shall purchase from the Developer the Lot shown as Lot 2 on the Plan of Subdivision of the First Subdivision for use as a school site, for the purchase price of \$40,000.00; and

(b) The Developer shall complete all services in connection with the frontage road shown lying to the North of the lot shown as Lot 1 on the Plan of Subdivision of the First Subdivision, such services to be completed to Municipal standards save and except only for paving, which is to be completed by the Developer in the manner hereinafter set forth and contained in paragraph 8 hereof, the services and standards are more particularly set out in Schedule "E";

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LAND USE CONTRACTSchedule of Persons Having a Registered Interest In the Land Whose Consents are Required

<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>	<u>Nature of Charge</u>
Central Mortgage and Housing Corporation	Suite 202-Capri Office Tower, Kelowna, B.C.	Federal Government Lending Institution	First Mortgage
Royal Bank of Canada	P.O. Box 670, Salmon Arm, B.C.	Chartered Bank	Second Mortgage Debenture

provided that if the matter referred to in subparagraph 3.1 (a) has been completed, such approval shall be, or has been, granted on deposit by the Developer of the letter of credit referred to in paragraph 10 hereof, covering the cost of completion of the services referred to in subparagraph 3.1 (b) hereof.

3.2 It is agreed that upon completion of the First Subdivision the lot shown as Lot 3 on the Plan of Subdivision of the First Subdivision may be further divided into five lots strictly in accordance with the Plan of Subdivision annexed hereto as Schedule "B" (hereinafter called the "Second Subdivision") subject to the approval of the Approving Officer of the Municipality, which approval shall be granted on compliance with the following conditions:

(a) The Developer shall complete in accordance with Schedule "E", all services in connection with the road lying to the South of the lot shown as Lot 3 on the Plan of Subdivision of the First Subdivision known as Fifth Avenue, North East, save and except for paving which is to be completed by the Developer in the manner hereinafter set forth and contained in paragraph 8 hereof;

(b) The Developer shall completed in accordance with Schedule "E", all services in connection with the road running from the said Fifth Avenue, North East, through the lot shown as Lot 3 on the Plan of Subdivision of the First Subdivision, known as 24th Street, up to the lot known as Lot 5 on the Plan of Subdivision of the Second Subdivision, save and except only for paving which shall be done by the Developer in the manner hereinafter set forth and contained in paragraph 8 hereof;

(c) The Developer shall dedicate by the Plan of Subdivision of the Second Subdivision to the Municipality an eight foot strip lying to the North of and immediately adjacent to the said Fifth Avenue, North East, along the entire length of the said Lot 3;

(d) The Developer shall convey to the Municipality, for the sum of \$1.00, the lot shown as Lot 5 on the Plan of Subdivision of the Second Subdivision for drainage and park purposes;

(e) The Developer shall construct the off-site drainage facility in accordance with the plans and specifications and to the standards set out in Schedule "E";

provided that if the matters referred to in subparagraphs 3.2 (c) & 3.2 (d) hereof have been completed, such approval shall be granted on deposit by the Developer of the letter of credit referred to in paragraph 10 hereof, covering the cost of completion of services referred to in subparagraphs 3.2 (a), 3.2 (b) and 3.2 (e) hereof.

3.3 It has further been agreed between the Municipality and the Developer that the Developer may construct and develop on Lots 1, 2, 3 & 4 of the five lots created by the Second Subdivision, four separate and distinct condominium developments pursuant to the Strata Titles Act of British Columbia, subject always to statutory approvals (which said condominium developments are hereinafter called the "Condominium Developments"). The Condominium Developments shall be sited and developed in compliance with the site plan showing the siting of buildings and maximum densities permitted for each Condominium Development all as contained in Schedule "C". The first Condominium Development shall be constructed according to the plans and specifications for such development as set out in Schedule "C", except that it is agreed that it has been necessary for the Developer to construct a 4' X 8' meter room attaching to the closest building to the property line, which will

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now cause the said building to be not more than 16' from the said property line. The siting of buildings and construction details for Condominium Developments 2, 3 and 4 may be varied or modified from the provisions of Schedule "C" but only on the written consent of the Municipality. It is understood and agreed that the Condominium Developments may either be sold to Purchasers for occupancy by those Purchasers, sold to Purchasers for rental purposes or retained by the Developer for rental purposes, in the discretion of the Developer.

3.4 The first of the Condominium Developments shall be constructed and developed on the lot shown as Lot 1 on the Plan of Subdivision of the Second Subdivision (which said Condominium Development is hereinafter called the "First Condominium Development"). The First Condominium Development shall be commenced by the Developer forthwith on receipt of building permits in that regard from the Municipality, and the Developer covenants and agreed that the First Condominium Development will be completed on or before November 1st, 1977.

3.5 The second, third and fourth of the Condominium Developments shall be constructed and developed on those lots shown as Lots 2, 3 & 4 on the Plan of Subdivision of the Second Subdivision respectively (and the Condominium Developments are hereinafter called the "Second Condominium Development", and "Third Condominium Development" and "Fourth Condominium Development" respectively). Subject to Mortgage funds being available and there being a demand for housing units of the type proposed for the Second Condominium Development, Third Condominium Development and Fourth Condominium Development, the Developer anticipate that these Condominium Developments will be commenced and completed on the following dates respectively:

(a) The Second Condominium Development - The Developer anticipates that the Second Condominium Development will be commenced on or before August 1st, 1978 and anticipates that it will be completed on or before January 1st, 1979;

(b) The Third Condominium Development - The Developer anticipates that the Third Condominium will be commenced on or before June 1st, 1979 and the Developer anticipates that it will be completed on or before November 1st 1979; and

(c) The Fourth Condominium Development - The Developer anticipates that the Fourth Condominium Development will be commenced on or before March 1st, 1980 and anticipates that it will be completed on or before September 1st, 1980.

The above dates for commencement and completion of the Second, Third and Fourth Condominium Development are to be taken as statements of the Developers present intent, and shall not be construed as binding commitments by the Developer.

3.6 Notwithstanding anything hereinbefore set forth and contained, it is understood and agreed that the Developer may, should he so desire, and subject to meeting Municipal requirements as herein set forth and contained, commence and complete the Condominium Developments as one entire project, rather than developing each of the Condominium

W. J. [Signature]

Developments according to the time limits referred to in paragraphs 3.4 & 3.5 hereof.

3.7 The Municipality agrees, subject to the Developer's compliance with the terms hereof and all by-laws of the Municipality, to issue building permits to the Developer in respect of the units to be built in the First Condominium Development, forthwith on the Developer's execution hereof, providing however that no occupancy permits for the First Condominium Development will be issued by the Municipality to the Developer until those conditions for approval of the Plan of Subdivision of the Second Subdivision referred to in subparagraphs 3.2 (a), 3.2 (b), 3.2 (c), 3.2 (d) & 3.2 (e) hereof are duly complied with by the Developer, when the said occupancy permits will be issued if all other Municipal by-laws regarding occupancy have been otherwise complied with.

4. COMPLIANCE

Except as hereinafter specifically provided the Developer shall in his use and development of the Land comply with all of the by-laws of the Municipality.

5. EXTRA OFF-SITE COSTS

5.1 The Municipality acknowledges that as a result of the Developer paying the costs hereinafter specified, the proposed Development will not create an excessive cost to be borne by the Municipality at this time. It is further acknowledged by the parties hereto that the impact of the proposed development on present and future public costs has to a large extent been eliminated as a result of the Developer providing the funds hereinafter specified and carrying out the works provided for in this agreement.

5.2 The Developer shall pay to the Municipality in respect of all units contained in the First Condominium Development, and (if commenced prior to November 1st, 1977), in respect of the Second Condominium Development, an impost fee of \$500.00 per unit, it being understood and agreed that such impost fee is made up of the estimated additional costs to the Municipality of providing off-site waterworks and drainage works, and of acquiring park land essential to all new residential development. Notwithstanding the foregoing, it is agreed that the Developer shall be required to pay to the Municipality in cash, at the time of issuance of the building permits in respect of the First Condominium Development, and (if commenced prior to November 1st, 1977), in respect of the Second Condominium Development, the sum of \$100.00 per unit in each development, which said sum shall be applied by the Municipality toward payment of the aforesaid impost fee of \$500.00 per unit. It is understood and agreed that the Municipality has applied, or will apply under the Assisted Home Ownership Program of the Federal Government and the

Edna J. [Signature]

Municipal Incentive Grant Program of the Provincial Government for grants totalling \$1,500.00 per unit to be developed by the Developer in the Condominium Developments. The Municipality agrees to notify the Developer in writing forthwith on notification from the Provincial and Federal Governments, as to whether or not the Municipality is eligible for the said grants. The Developer agrees that within Thirty days of receipt of notification from the Municipality that it is not eligible for the said grants, either in respect of the First Condominium Development or (if commenced prior to November 1st, 1977) the Second Condominium Development, as the case may be, the Developer will pay the balance of impost fees then owing (being \$400.00 per unit) for which building permits have been issued; provided however that should the Municipality be eligible for the said grants and receive same, then and in such an event, the Developer shall not be required to pay the balance of the said impost fees, being \$400.00 per unit in respect of which building permits have been issued.

5.3 Impost fees for the Second Condominium Development if commenced later than November 1st, 1977 and in respect of the Third and Fourth Condominium Developments shall be based upon the rate of Municipal impost fees in effect at the date of application for building permits in respect of those latter mentioned Condominium Developments; provided however that the Municipality agrees to consider reduction of such impost fees in the event that Provincial and/or Federal Government grants are obtained in respect of the Second, Third or Fourth Condominium Developments.

6. ON-SITE SERVICES

6.1 The Developer shall provide to each of the Condominium Developments at his sole expense, the on-site services more particularly set forth and contained in Schedule "D" hereto, which said on-site services shall be constructed by the Developer to the standards set forth and contained in the said Schedule "D" hereto.

6.2 It is understood and agreed that the said on-site services shall be constructed by the Developer in the course of construction by him of the respective Condominium Developments. No occupancy permit shall be granted for any Condominium Development until all on-site services have been completed for such development, save and except for landscaping and paving, which the Developer covenants and agrees to complete within one year of the completion of all other on-site services.

6.3 On-site services for each Condominium Development shall be located in accordance with Schedule "D" except where approval for modification is granted in writing by the Municipality.

6.4 The Developer specifically covenants and agrees to complete those on-site services indicated in yellow on Schedule "D" hereto

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(herein called the "Municipal On-Site Services") in the course of construction of the Condominium Developments to which such Municipal On-Site Services relate; that is to say that the Municipal On-Site Services relating to the First Condominium Development shall be completed in the course of construction of the First Condominium Development and the balance of the Municipal On-Site Services shall be constructed in the course of the construction of the balance of the Condominium Developments respectively.

7. OFF-SITE SERVICES

7.1 In connection with the Condominium Developments generally, the Developer shall provide and construct, at his sole expense, all the off-site services as more particularly set forth and contained in Schedule "E" hereto, which said off-site services shall be constructed by the Developer to the standards set forth and contained in the said Schedule "E" hereto.

7.2 Prior to approval by the Municipality of the Plan of Subdivision of the Second Subdivision, the Developer shall have completed those off-site services referred to in subparagraphs 3.2 (a) & 3.2 (b) hereof, which are also more particularly described in Schedule "E" hereto.

7.3 Prior to the issuance by the Municipality of any occupancy permit for the Second Condominium Development, the Developer shall have completed all off-site services as described in Schedule "E" hereto, except paving, which shall be completed by the Developer in the manner hereinafter set forth and contained, in paragraph 8 hereof, and in particular, the Developer shall have completed those off-site services on that portion of 24th Street, North East, lying between the school site to be located on Lot 2 of the Plan of Subdivision of the First Subdivision and the South boundary of Lot 5 on the Plan of Subdivision of the Second Subdivision.

8. PAVING

It is expressly provided however that all off-site highways shown on the Plans of Subdivision of the First and Second Subdivisions need not be paved until one year after completion of all other off-site servicing to be completed by the Developer in relation to the services to be located in such highway pursuant hereto and the Developer agrees to pave the said highway within one year of such date. In lieu of the above, the Developer agrees to pay to the Municipality at the time of execution of this agreement, the cost of paving such highways as estimated by the approving officer of the Municipality on the understanding that the Municipality shall, within the time periods above specified, pave the highways, and should the cost of paving exceed the amount of money deposited pursuant to this paragraph, the Developer shall pay the balance

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Municipality will notify the Bank upon which the said letter is drawn that the said letter of credit may be further reduced by an amount equal to:

(c) The amount referred to in subparagraph 10.3 (a) hereof; plus

(d) 85% of the amount referred to in subparagraph 10.3 (b) hereof;

so that the balance then remaining secured by the said letter of credit is equal to 15% of the total cost of paving; provided however that if the Developer does not duly maintain the said off-site services and complete paving during the said one year period, then and in such event, at the expiry of the said period, the Municipality may draw down the amounts referred to in subparagraphs 10.3 (a) & 10.3 (b) hereof remaining under the said letter of credit and apply same towards the costs of maintenance and paving, and should the cost of such maintenance and paving exceed the amount remaining under subparagraphs 10.3 (a) & 10.3 (b) hereof, the Developer shall pay the balance of the cost to the Municipality within thirty days of being invoiced therefore; and further provided that should the cost of maintenance and paving be less than the said amount remaining under the said letter of credit, the Municipality shall repay such excess amount to the Developer within thirty days of completing such maintenance and paving.

10.4 The amount referred to in subparagraph 10.3 (d), (being 15% of the total cost of paving) shall remain outstanding under the said letter of credit for a period of one year after the completion of paving to ensure maintenance of the said paving by the Developer and shall be reduced and discharged, or applied, as the case may be, in the manner referred to in paragraph 10.3 hereof.

10.5 Should the Developer not have completed those off-site services relating to that part of 24th Street, North East, lying between Lot 2 on the Plan of Subdivision of the First Subdivision prior to requiring occupancy permits for those units contained in the Second Condominium Development, then and in such event, the Municipality shall not issue such occupancy permits for units contained in the Second Condominium Development until the Developer has either completed the said off-site services or deposited with the Municipality a letter of credit for 100% of the cost of completing the said off-site services, to be held by the Municipality on the same terms and conditions as the letter of credit held by the Municipality pursuant to subparagraphs 10.1, 10.2, 10.3 and 10.4 hereof.

10.6 Prior to the issuance of building permits in respect of the individual Condominium Developments, the Developer shall either have completed that portion of the Municipal On-Site Services relating to the Condominium Developments in respect of which such building permits are requested, or the Developer shall have deposited with

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in an amount equal to 100% of the cost of the off-site services to be constructed by the Developer prior to the approval of the Plan of Subdivision of the Second Subdivision, in accordance with paragraph 3.1(b) and 3.2 hereof, which said letter of credit shall be held by the Municipality to ensure the performance by the Developer of all his covenants contained herein relating to the construction of such off-site services as set out in and according to the specifications contained in Schedule "E". Should the Developer fail to duly complete the said off-site services during the time and in the manner hereinbefore set forth and contained, then and in such event, the Municipality shall notify the Developer in writing of such default. If within thirty days of receipt of such notification the Developer has failed to remedy such default, the Municipality may, at its option, draw down on the said letter of credit to the extent required in order to remedy such default. Should the costs to the Municipality of remedying such default exceed the amount then secured by the letter of credit, then the Developer shall pay the amount of such deficiency to the Municipality forthwith on being invoiced therefore; provided however that should such costs be less than the amount secured by the letter of credit at that time, then any excess shall be returned by the Municipality to the Developer forthwith.

10.2 From time to time during the installation and construction of the said off-site services by the Developer, the Municipality agrees that it will notify the bank upon which the said letter of credit is drawn, when so requested by the Developer, that the amount secured by the said letter of credit may be reduced by an amount equal to the cost of such off-site services installed and constructed by the Developer to the satisfaction of the Municipality at that time.

10.3 When all off-site services required to be completed by the Developer pursuant to paragraph 3.1(b) and 3.2 hereof have been duly completed, the Municipality shall notify the Bank upon which the said letter of credit is drawn that the total amount secured by the said letter of credit may be reduced to an amount equal to:

- (a) 15% of the total cost of the said off-site servicing excluding paving; plus
- (b) The total cost of the said paving.

The sum referred to in subparagraphs 10.3 (a) & 10.3 (b) shall remain outstanding for a period of one year from the date of completion of the said off-site services to ensure that the Developer maintains the said off-site services and completes paving during that period. If the Developer duly maintains the said off-site services and completes the paving during the said one year period, then forthwith on the expiry thereof, the

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of such costs to the Municipality within thirty days of being invoiced therefore, and should the costs of paving be less than the amount deposited by the Developer, the Municipality shall pay such excess amount to the Developer within thirty days of completion of the paving.

9. RIGHTS OF WAY AND EASEMENTS

9.1 The Developer shall, at his cost, cause plans of right-of-way or easements to be prepared by a British Columbia Land Surveyor which Plans shall set out all the rights-of-way or easements required over the Lands for the purpose of installing and maintaining the off-site and on-site services (and in particular, the Municipal On-Site Services) as set out in Schedules "D" and "E".

9.2 The Developer will assist and cooperate with the Municipality in obtaining rights-of-way or easements required by the Municipality in connection with the Condominium Developments from persons other than the Developer, provided however that if such rights-of-way or easements must be expropriated, then all costs in connection with the expropriation shall be the Developer's; provided however that should such other party demand an unconscionable sum for any such right-of-way or easement then the Municipality agrees to put the matter to arbitration in accordance with statutory provisions governing any such expropriation.

9.3 The Developer shall cause right-of-way agreements in the form of agreement set out in Schedule "F" hereto to be entered into by all of the owners or persons holding registered charges against the Land crossed by such rights-of-way (and in particular in respect of the Municipal On-Site Services) and will deliver the same up to the Municipality for registration in the Land Registry Office at Kamloops.

9.4 Any and all easements and rights-of-way required by the Municipality pursuant to this paragraph 9 shall be registered concurrently with the registration of the Plan of Subdivision of the Second Subdivision.

9.5 The Developer agrees to guarantee access to the water course contained in Lot 5 in the Plan of Subdivision of the Second Subdivision by way of a 10 foot walkway from 22nd Street, North East to such water course, such access to be in the form of document annexed hereto as Schedule "G".

10. SECURITY

10.1 Forthwith on execution of this agreement, the Developer shall deposit with the Municipality in respect of the Condominium Developments an irrevocable letter of credit in the form set forth in Schedule "H" hereto, drawn on a Chartered Bank of Canada

Bob Joel

the Municipality in respect of such portion of the Municipal On-Site Services, an irrevocable letter of credit in the form set forth in Schedule "H" hereto, drawn on a chartered bank of Canada in an amount equal to 100% of the cost of that portion of the Municipal On-Site Services. The said letter of credit shall be held by the Municipality to ensure the construction and installation by the Developer of that portion of the Municipal On-Site Services as set out in and according to the specifications contained in Schedule "D". The said letter of credit shall be held by the Municipality on the same terms and conditions as those relating to the letter of credit held by the Municipality pursuant to paragraphs 10.1, 10.2, 10.3 & 10.4 hereof. Further, on completion of that portion of the Municipal On-Site Services, the said letter of credit shall be reduced by 85% thereof, and the balance of 15% shall be held and applied by the Municipality on the same terms and conditions as the 15% holdback referred to in paragraph 10.3 hereof.

11. OWNERSHIP

All off-site works and services and the Municipal On-Site Services constructed by the Developer pursuant to the provisions of this contract shall upon their completion and final acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

12. PLANS AND SPECIFICATIONS

The Developer shall construct to the satisfaction of the Municipality the on-site services and the off-site services strictly in accordance with the engineering plans and specifications annexed hereto as Schedule "D" and "E".

13. AS-BUILT DRAWINGS

The Developer covenants and agrees to:

13.1 Maintain all of the said off-site services to be built pursuant to this agreement in complete repair for a period of one year from the completion thereof to the satisfaction of the Municipal Engineer.

13.2 Remedy any defects appearing within a period of one year from the date of such completion of the said off-site services and pay for any damage to other property or work resulting therefrom save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents or acts of God;

13.3 The Developer agrees that if the works specified herein and in the Schedules hereto are not completed pursuant to the provisions of this contract, the Municipality may complete the works at the cost of the Developer and deduct from the security held by the

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Municipality the cost of such completion, and the balance of the security shall be returned to the Developer less any administration fees required. If there is no money on deposit or insufficient money on deposit with the Municipality, then the Developer will pay such cost or deficiency to the Municipality immediately upon receipt of invoice therefore and the Municipality may do such work either by itself or by contractors employed by the Municipality. If the works are completed as herein provided then the deposit less administration fees, shall be returned to the Developer.

14. ACCEPTANCE

The Municipality covenants and agrees that upon satisfactory completion by the Developer of all of the off-site services and the Municipal On-Site Services required to be constructed pursuant to this agreement, such services shall, provided the same are constructed according to the terms of this agreement including the Schedules hereto, be accepted by the Municipality and one year from the date of acceptance, provided the same have been maintained and are functioning properly, they shall be finally accepted by the Municipality and shall become the responsibility of the Municipality; provided the Municipality shall not be required to maintain the same to any greater extent than services of a like nature paid for out of the general Municipal revenue.

15. INSPECTION FEES

The Developer shall pay to the Municipality as inspection fees, the amount of \$20.00 per unit in each of the Condominium Developments.

16. LEGAL FEES

The Developer shall pay to the Municipality any legal costs incurred by the Municipality in the preparation or registration of this contract.

17. INCORPORATION

The Schedules "A" to "H" are hereby incorporated into and made a part of this Agreement.

18. REPRESENTATIONS

It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer and the Developer has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Municipality in either case other than those in the contract.

19. REGISTRATION

This agreement shall be construed as running with the Land and shall be registered in the Land Registry Office, Kamloops, British Columbia by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

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20. INTERPRETATION

Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

21. BINDING

Except as hereinafter provided this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

22. DISCHARGE

It is further understood and agreed by the parties hereto that upon acceptance by the Municipality of all of the off-site services required to be provided by the Developer and following the one year maintenance period and upon payment of all fees and charges required to be paid by the Developer and upon completion and issuance of occupancy permits of all the Condominium Developments contemplated by this Agreement this contract shall be discharged by the Municipality by the registration in the Land Registry Office at Kamloops of a Quit Claim Deed referring to the registration of this contract.

A public hearing on this contract was held on the 6th day of January, A.D., 1977.

THIS AGREEMENT WAS APPROVED by an affirmative vote of at least two-thirds of the members of the Council of the Municipality present at the meeting at which the vote is taken and entitled to vote on the by-law authorizing this contract on the 7th day of

February, A.D., 1977.

IN WITNESS WHEREOF the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF THE
DISTRICT OF SALMON ARM was
hereunto affixed in the
presence of:

Mayor
Clerk

c/s

THE CORPORATE SEAL OF HILLER
HOMES LTD. was hereunto
affixed in the presence of:

Chairman
Hiller Homes

c/s

APPROVED UNDER THE CONTROLLED
ACCESS HIGHWAYS ACT (THIS) 28
DAY OF MARCH 1977

APPROVING OFFICER, MINISTRY OF
HIGHWAYS & PUBLIC WORKS

SCHEDULE "F"

THIS INSTRUMENT made the day of , 197 :

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

DISTRICT OF SALMON ARM,
a municipal corporation having
its offices at 8640 Harris Street,
Salmon Arm, British Columbia

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner or is entitled to become the registered owner of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the District of Salmon Arm, in the Province of British Columbia and being more particularly known and described as:

(hereinafter called the "Lands of the Grantor")

AND WHEREAS to facilitate the installation of a system of sewerage works, and/or waterworks, and/or drainage works, and/or gas works including all pipes, valves, fittings and facilities in connection therewith and/or hydro electric works including all wires, conduits, poles and other facilities in connection therewith;

(hereinafter called the "Works")

The Grantor has agreed to permit the construction by the Grantee of the aforementioned Works on a portion of the said Land and to grant for that purpose the right-of-way hereinafter described;

John D. F. D. H.
Schedule "F"

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of
Dollars

(\$) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Grantee and for other valuable consideration;

1.0 THE GRANTOR DOETH HEREBY:

1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across that part of the Land of the Grantor as shown outlined in red on Right-of-Way Plan number

(hereinafter called the "Perpetual Right-of-Way")

1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under and across the Perpetual Right-of-Way the Grantee shall for itself and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstruction now or hereafter in existence, as may be necessary, useful, or convenient in connection with the operations of the Grantee in relation to the Works;

1.3 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and repass over such of the Lands of the Grantor as may reasonably be required for the purpose of ingress to and egress from the Perpetual Right-of-Way;

1.4 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials for a period of days only from the date of this Agreement, the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to enter upon, pass and repass, clear, labour, and use for the purpose of ingress and egress to and from the Perpetual Right-of-Way and for the purpose of storing machinery,

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-3-

vehicles, equipment, material or supplies used or to be used in connection with the construction of the Works herein described, and for the purpose of placing or storing the surface or subsurface material to be excavated from the Perpetual Right-of-Way upon and over, but not under that part or parts of the Lands of the Grantor, shown outlined in green on Right-of-Way Plan number

(hereinafter called the "Working Right-of-Way")

Provided always, and it is hereby agreed that nothing herein contained shall permit the Grantee to dig, trench or otherwise disturb the subsurface of the Working Right-of-Way and the Grantee shall only clear such trees and growth and interfere and disturb the surface of the Working Right-of-Way in a manner that is reasonably necessary in the conduct of its operations thereon;

- 2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:
- 2.1 That the Grantor will not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Perpetual Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to Works authorized hereby to be installed in or upon the Perpetual Right-of-Way;
- 2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the said Works and in particular will not carry out any blasting on or adjacent to the Perpetual Right-of-Way without the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld;
- 2.3 That the Grantor will not substantially diminish the soil cover over any of the Works installed in the Perpetual Right-of-Way and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Perpetual Right-of-Way;

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-4-

- 2.4 That the Grantor will from time to time and at all times upon every reasonable request and at the cost of the Grantee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the rights hereby granted.
- 3.0 THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR, as follows:
- 3.1 That the Grantee will not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;
- 3.2 That the Grantee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Grantee and will leave such lands in a neat and clean condition;
- 3.3 That the Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands of the Grantor, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands. PROVIDED HOWEVER that nothing herein contained shall require the Grantee to restore any trees or other surface growth but the Grantee shall leave such lands in a condition which will not inhibit natural regeneration of such growth;
- 3.4 That the Grantee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Grantor as possible;
- 3.5 That the Grantee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands of the Grantor in the exercise of its rights hereunder;
- 3.6 The Grantee will, as far as reasonably possible, restore any fences, lawns, flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Grantee upon the Lands.



-5-

- 4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows;
- 4.1 The said Works referred to above, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works;
- 4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Perpetual Right-of-Way by the Grantee shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee;
- 4.3 In the event that the Grantee abandons the Works or any part thereof the Grantee may, if it so elects, leave the whole or any part thereof in place;
- 4.4 That no part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions herein contained;
- 4.5 That the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands of the Grantor, and with respect only to that portion of the Lands of the Grantor of which the Grantor shall be seised or in which he shall have an interest, but that the Lands of the Grantor, nevertheless, be and remain at all times charged therewith;
- 4.6 If at the date hereof the Grantor is not the sole registered owner of the Lands of the Grantor, this Agreement shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;



- 4.7 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint;
- 4.8 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the date hereinafter appearing.

SIGNED, SEALED AND DELIVERED
by the Grantor this
day of 197
In the presence of:

(Seal)

Signature of Witness

Address

Occupation
(as to all signatures of
Grantor)

The Corporate Seal of the
Grantor was hereunto affixed
this day of
197 In the presence of:

(Seal)

The Corporate Seal of the
affixed this was hereunto
day of
197
In the presence of:

(Seal)

Margaret R. Rind
Mayor

Clerk

Edith J. J.

ACKNOWLEDGMENT OF OATH

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia

(whose identity has been proved by the evidence on oath of _____), who is personally known to me, appeared before me and acknowledged to me that _____ the person mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part that know the contents thereof, and that _____ executed the same voluntarily, and _____ of the full age of nineteen years,

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of British Columbia, this _____ day of _____ 19____.

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking Affidavits for British Columbia.

Affidavit of Witness

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, _____ of the _____ in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said part _____, and that _____ of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____ Province of British Columbia, this _____ day of _____, 19____.

In the } _____

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking Affidavits for British Columbia.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia,

(whose identity has been proved by the evidence on oath of _____, who is) personally known to me, appeared before me and acknowledged to me that he is the _____ of _____, and that he is the person who subscribed his name to the annexed instrument as _____ of the said _____ and affixed the seal of the

to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of British Columbia, this _____ day of _____ one thousand nine hundred and _____.

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking Affidavits for British Columbia.

THE PERSON BEFORE WHOM THIS ACKNOWLEDGMENT IS EXECUTED IS PERSONALLY KNOWN TO THE OFFICER TAKING THE OATH, BY _____ OF THE WITNESS IS _____.

CONSENT TO GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS that

is the registered holder of a charge by way of
against the within described property which said
charge is registered in the Land Registry Office, City of Kamloops,
under number , for and in consideration of the sum of One
Dollar (\$1.00) paid by the to the said Chargeholder
(the receipt whereof is hereby acknowledged), agrees with the

its successors and assigns, that the within Right-of-Way
shall be an encumbrance upon the within described property in priority
to the said charge in the same manner and to the same effect as if it
had been dated and registered prior to the said charge.

IN WITNESS WHEREOF the parties hereto have caused these
presents to be signed, sealed and delivered in the presence of or in
the presence of its duly authorized officers this day of
, 197

SIGNED, SEALED AND DELIVERED
by the Grantor this
day of 197
in the presence of:

Signature of Witness

Address

Occupation
(as to all signatures of
Grantor)

The Corporate Seal of the
Grantor was hereunto affixed
this day of
197 in the presence of:

(Seal)

(Seal)

SCHEDULE "G"

THIS INDENTURE made the day of , 197 .

BETWEEN:

HILLER HOMES LTD., Land Developer
of Salmon Arm, in the Province of
British Columbia

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

DISTRICT OF SALMON ARM,
a municipal corporation having
its offices at 8640 Harris Street,
Salmon Arm, British Columbia

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of an estate in fee simple of
ALL AND SINGULAR those certain parcels or tracts of land and premises situate,
lying and being in the District of Salmon Arm, in the Province of British
Columbia and being more particularly known and described as:

Lot 4
Section 13
Township 20
Range 10
West of the Sixth Meridian
Kamloops Division
Yale District
Plan

(hereinafter called the "Lands of the Grantor")

AND WHEREAS the Grantee is the registered owner of an estate in fee simple of
ALL AND SINGULAR those certain parcels or tracts of land and premises situate,
lying and being in the District of Salmon Arm, in the Province of British
Columbia and being more particularly known and described as:

Lot 5
Section 13
Township 20
Range 10
West of the Sixth Meridian
Kamloops Division
Yale District
Plan

(hereinafter called the "Lands of the Grantee")

SCHEDULE "G"

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-2-

AND WHEREAS the Grantor has by land use contract agreed to grant to the Grantee a right-of-way in perpetuity to permit the Grantee access from 22nd Street north-east to the Lands of the Grantee, across the Lands of the Grantor;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One-----Dollar (\$ 1.00) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions hereafter contained to be observed and performed by the Grantee and for other valuable consideration:

1.0 THE GRANTOR DOTH HEREBY:

1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee, its successors and assigns, the owner for the time being of the Lands of the Grantee and its employees, agents, servants, workmen, citizens, and all other persons, at all times by day or night, with or without motor vehicles of any and all description, the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to enter, use, go, return, pass-over and on that portion of the Lands of the Grantor more particularly shown outlined in red on plan annexed hereto (hereinafter called the "Right-of-Way") for the purpose of gaining access to the Lands of the Grantee.

2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:

2.1 That the Grantor will not, nor permit any other person to erect, place, install or maintain any building, structure, or obstruction over or under any portion of the Right-of-Way so that it in any way interferes with or damages or prevents access to the Right-of-Way or any Works installed upon the Right-of-Way by the Grantee.

3.0 THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR, as follows:

3.1 The Grantee shall keep the Right-of-Way clean and free of rubbish;

4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:

4.1 The Grantee may fence the Right-of-Way and if the Right-of-Way is so fenced the Grantee shall maintain the fence;

4.2 The Grantee may, if it so desires, pave the Right-of-Way and if it does it shall maintain the pavement;

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-3-

- 4.3 That no part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions herein contained;
- 4.4 That the covenants herein contained shall be covenants running with the Land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands of the Grantor, and with respect only to that portion of the Lands of the Grantor of which the Grantor shall be seised or in which he shall have an interest, but that the Lands of the Grantor, nevertheless, be and remain at all times charged herewith;
- 4.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns, and their heirs and administrators respectively;
- 4.6 This indenture shall be construed into a covenant running with the Land.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the date hereinafter appearing.

SIGNED, SEALED AND DELIVERED by)
the Grantor this day of)

(Seal)

In the presence of:)

Name:)

Address:)

City:)

Occupation:
(as to all signatures of
Grantor))

THE CORPORATE SEAL OF THE
GRANTOR was hereunto affixed
this day of)
197 In the presence of:)

(Seal)

THE CORPORATE SEAL OF THE
DISTRICT OF SALMON ARM was
hereunto affixed this
day of , 197
In the presence of:)

(Seal)

Margaret Lund
Mayor

[Signature]
Clerk

DATED:

BETWEEN:

ELMER BENNIE HILLER

AND:

DISTRICT OF SALMON ARM

RIGHT-OF-WAY AGREEMENT

J. GALT WILSON
Barrister and Solicitor

#1 - 246 Lawrence Avenue
Kelowna, B.C. V1Y 6L3

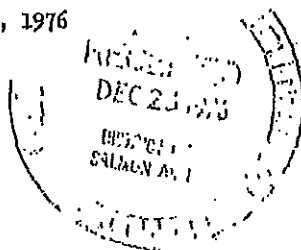


THE ROYAL BANK OF CANADA

INTERNATIONAL CENTRE
P.O. BOX 1114
VANCOUVER, BRITISH COLUMBIA V6B 3P3

December 20, 1976

The Corporation of the District of Salmon Arm
P.O. Box 40
Salmon Arm, B.C.



Dear Sirs:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO. 4990/G23

We hereby authorize you to draw on THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C. V6B 3P3, for account of Hiller Homes Ltd., Salmon Arm, B.C. up to an aggregate amount of C\$134,500.00 (ONE HUNDRED AND THIRTY-FOUR THOUSAND, FIVE HUNDRED CANADIAN DOLLARS) available by drafts at sight for 100% of value.

COVERING SERVICES TO PARCEL "A" ON PLAN "B" 7098 OF LOT 2, EXCEPT PARTS INCLUDED IN PLANS 7032 AND 20121 AND LOT 2 EXCEPT THOSE PORTIONS:

1. SHOWN AS PARCEL 30 ON PLAN "A" 1064
2. INCLUDED ON PLANS "B" 7098 AND 7032 ALL OF S 13, T 20, R 10, PLAN 1511.

1. Drawings are to be made in writing to THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C.
2. Partial drawings may be made.
3. The bank will not inquire as to whether or not the Corporation has a right to make demand on the Letter of Credit.
4. This Letter of Credit is irrevocable up to the expiry date.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN DECEMBER 31, 1977.

The drafts drawn under this Credit are to be endorsed hereon and shall state on their face that they are drawn under THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C. Letter of Credit No. 4990/G23.

Countersigned,

I.J. Jenkins
Letters of Credit Officer

Yours truly,

I.M. Dunlop
Assistant Manager
Letters of Credit Department

kt.

Schedule H.

P.A.R. 100

FORM NO. 208 ACKNOWLEDGMENT BY OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 21st day of March, 1977,
 at Salmon Arm, British Columbia, in the Province of British Columbia,
 (whose identity has been proved by the evidence on-
 oath of Margaret L. Lunn, who is personally known to me,
 appeared before me and acknowledged to me that he is the Mayor and Clerk of
District of Salmon Arm, and that he is the person
 who subscribed his name to the annexed instrument as Mayor and Clerk of the said
District of Salmon Arm, and affixed the seal of the
 said District of Salmon Arm
 to the said instrument, that he is first duly authorized to subscribe his name as aforesaid, and affix the said seal to
 the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of
 British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
 at Salmon Arm, British Columbia, in the Province of
 British Columbia, this 21st day of March
 one thousand nine hundred and seventy-seven.

N. BRUCE KULLA
 200-153 Seymour St.
 Kamloops, B. C.
 District & Solicitor

A Notary Public in and for the Province of British Columbia.
 A Commissioner for taking Affidavits for British Columbia.

NOTE--WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

Acknowledgment of Maker

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia

(whose identity has been proved by the evidence on oath of _____), who is personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part that know the contents thereof, and that executed the same voluntarily, and of the full age of nineteen years,

IN TESTIMONY whereof I have hereto set my Hand and Seal of Office, at _____ in the Province of British Columbia, this _____ day of _____, 19____.

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking Affidavits for British Columbia.

Affidavit of Witness

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, _____, of the _____, in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said part _____, and that _____ of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 19____.

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking Affidavits for British Columbia.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 25th day of March, AD, 1977, at _____, in the Province of British Columbia,

Elmer Bennie Huller, (whose identity has been proved by the evidence on oath of _____), who is personally known to me,

appeared before me and acknowledged to me that he is the President of Huller Thomas Ltd., and that he is the person who subscribed his name to the annexed instrument as President of the said Company, and affixed the seal of the Company.

to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereto set my Hand and Seal of Office, at _____ in the Province of British Columbia, this 25th day of March, AD, 1977.

N. BRUCE KULLA
400-153 Seymour St.
Vancouver, B. C.
A Notary Public in and for the Province of British Columbia,
A Commissioner for taking Affidavits for British Columbia.



THE ROYAL BANK OF CANADA

INTERNATIONAL CENTRE
P.O. BOX 1111
VANCOUVER BRITISH COLUMBIA V6E 1P1

December 20, 1976

The Corporation of the District of Salmon Arm
P.O. Box 40
Salmon Arm, B.C.

Dear Sirs:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO. 4990/G24

We hereby authorize you to draw on THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C. V6E 3P3, for account of Hellen Homes Limited, Salmon Arm, B.C. up to an aggregate amount of CAN\$36,000.00 (THIRTY-SIX THOUSAND CANADIAN DOLLARS) available by drafts at sight for 100% of value.

COVERING SERVICES TO PARCEL "A" ON PLAN "B" 7098 OF LOT 2, EXCEPT PARTS INCLUDED IN PLANS 7032 AND 20121 AND LOT 2 EXCEPT THOSE PORTIONS:
1. SHOWN AS PARCEL 30 ON PLAN "A" 1064
2. INCLUDED ON PLANS "B" 7098 AND 7032 ALL OF S13, T 20, R 10, PLAN 1511.

1. Drawings are to be made in writing to THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C.
2. Partial drawings may be made.
3. The bank will not inquire as to whether or not the Corporation has a right to make demand on the Letter of Credit.
4. This Letter of Credit is irrevocable up to the expiry date.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN DECEMBER 31, 1977.

The drafts drawn under this Credit are to be endorsed hereon and shall state on their face that they are drawn under THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C. Letter of Credit No. 4990/G24.

Countersigned,

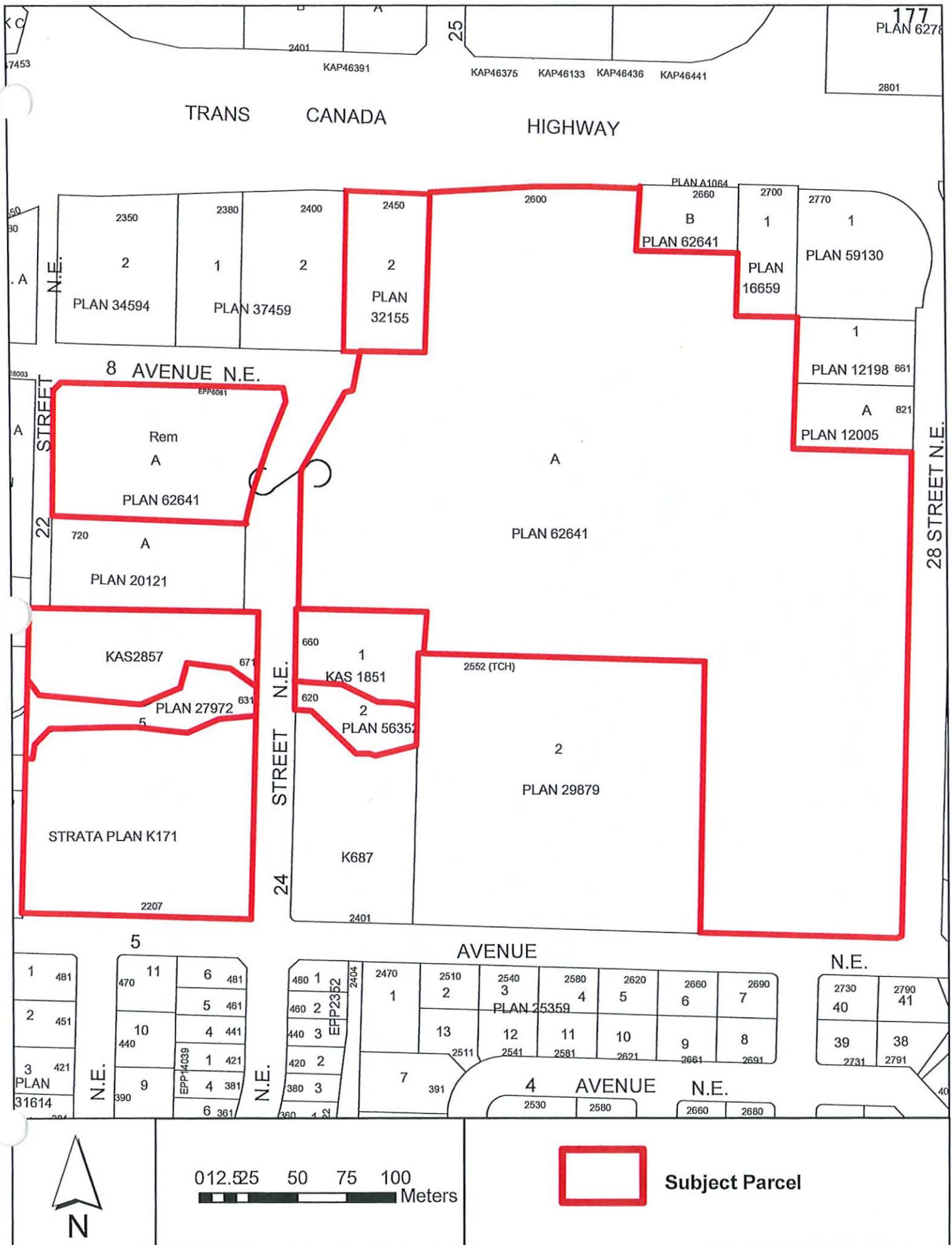
I.J. Jenkins
Letters of Credit Officer

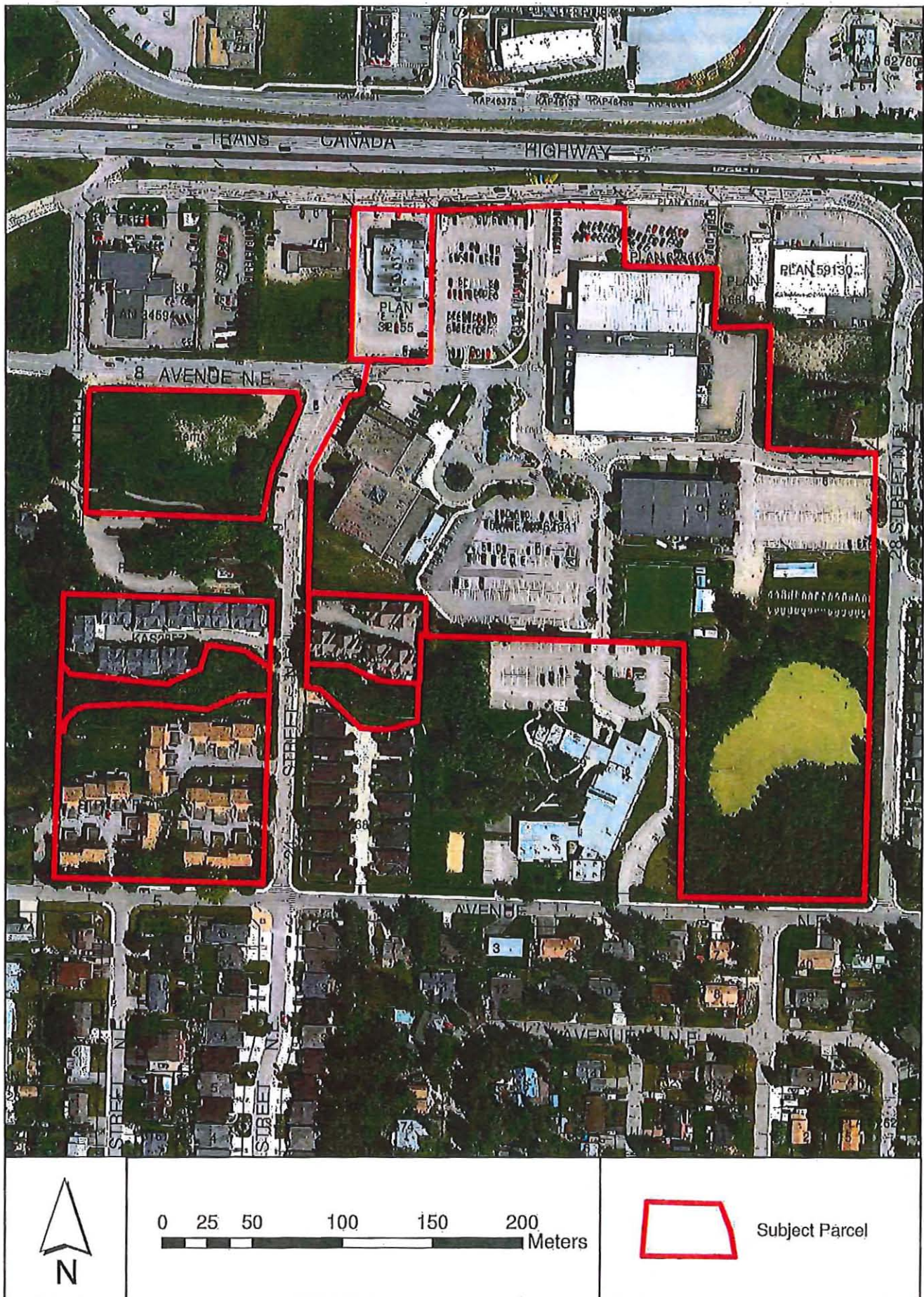
kt/

Yours truly,

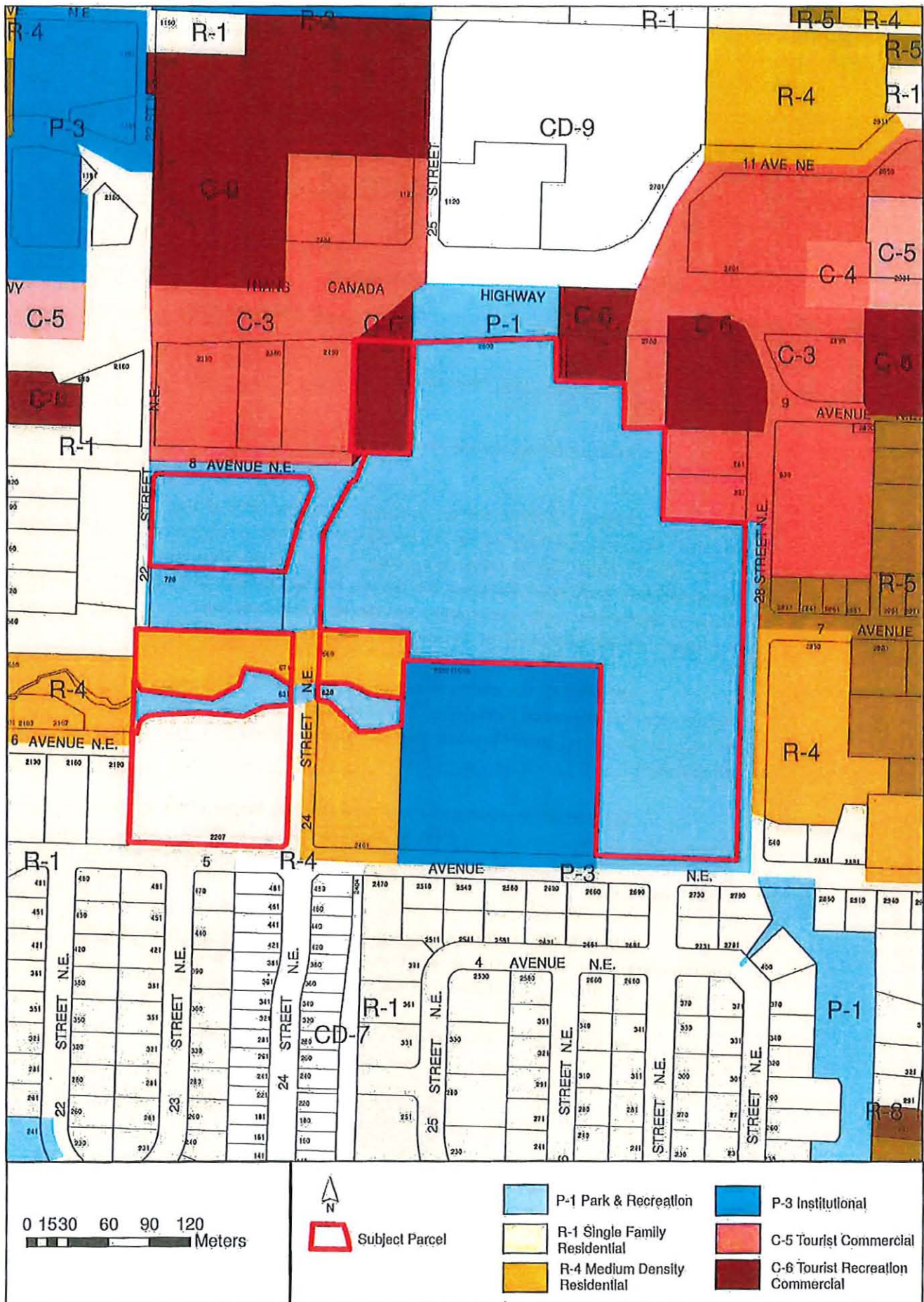
I.M. Dunlop
Assistant Manager
Letters of Credit Department

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Appendix 9



Appendix 10

LAND USE CONTRACT

THIS AGREEMENT made the 7th day of *September*, 1977,

BETWEEN:

DISTRICT OF SALMON ARM, a municipal corporation having its place of business at 8640 Harris Street, Salmon Arm, in the Province of British Columbia,

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

RALPH EDMUND LUND, "Forester",
General Delivery,
Canoe, B.C.,

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the Municipal Council consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and considerations contained in a land use contract;

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Sections 702(2) and 702A(1) of the Municipal Act, have agreed to the terms, conditions and considerations herein contained;

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

AND WHEREAS the land is within a development area of the Municipality;

SIVERT, BRECKEN & KIEHLBAUGH
BARRISTERS & SOLICITORS
Box 190, SALMON ARM, B.C.
Tel: 832-2173
DISTRICT OF SALMON ARM
Nominal
LAND USE CONTRACT
Edward de la...

[Signature]

- 2 -

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this Agreement until the Council held a public hearing in relation to this Agreement, and considered any opinions expressed at such hearing, and unless at least two-thirds of all of the members of the Council present at the meeting at which the vote is taken and entitled to vote on the by-laws voted in favour of the by-law authorizing the Municipality to enter into this Contract;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

1. The Developer is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the District of Salmon Arm, in the Province of British Columbia, and being more particularly known and described as:

Lot "A"
Section 5
Township 21
Range 9
West of the 6th Meridian
Kamloops Division Yale District
Plan 13942
District of Salmon Arm

Hereto is annexed Easement 107231E over that part of Lot 2, Plan 1795 shown outlined in green on Plan 13942, see 261487F

(hereinafter called the "Land")

CONSENTS

2. The Developer has obtained the consent of all persons having a registered interest in the Land as set out in the schedule prefacing the consents to the use and development set forth herein which consents are attached hereto.

DEVELOPMENT

3. The Land may be subdivided strictly in accordance with the Plan of Subdivision annexed hereto as Schedule "A" subject to the approval of the Approving Officer of the Municipality.

COMPLIANCE

4. Except as hereinafter specifically provided, the Developer shall in his use and development of the Land comply with all of the by-laws of the Municipality.

EXTRA OFF-SITE COSTS

5. It is acknowledged that as a result of the Developer paying the funds hereinafter specified, the Municipality acknowledges that the development proposed will not create an excessive cost to be borne by the Municipality at this time. It is further acknowledged by the parties

- 3 -

hereto that the impact of the proposed development on the present and future public costs has to a large extent been eliminated as a result of the Developer providing the funds hereinafter specified and carrying out the works provided for in this Contract, and providing the restrictive covenants as herein provided. The Developer shall pay to the Municipality, in cash, at the time of the execution of this Agreement the sum of THREE HUNDRED (\$300.00) DOLLARS for new lot created by the subdivision more particularly shown in Schedule "A", It being understood and agreed that this sum is required by the Municipality as impost fee which has been set by by-law of the Municipality. The District further agrees that it will bear the cost of that portion of the survey required to plant the Iron post referred to on Schedule "A" denoted as witness Iron post.

ON-SITE
SERVICES

6. The parties agree that there are no on-site services required to be provided by the Developer, and the Developer agrees to provide at his own expense a restrictive covenant in accordance with Section 24(a) of the Land Registry Act for the purpose of restricting further subdivision of the land, and further, to provide that no future demand shall be made by any owner of the land to extend any services of the District to the land which have not as of the date of this Agreement already been extended to the land, the that attached hereto and marked Schedule "B" is the restrictive covenant to give effect to the same.

OFF-SITE
SERVICES

7. There are no off-site services required.

ACCESS

8. The Developer covenants and agrees that there shall be no cost to the Municipality for any driveways required by the Developer to provide access to the two parcels to be created by the subdivision plan.

INSPECTION
FEE

9. The Developer shall pay to the Municipality any legal costs incurred by the Municipality in the preparation and registration of this Contract.

INCORPORATION

10. The Schedules "A" and "B" are hereby incorporated into and made a part of this Agreement.

REPRESENTATIONS

11. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer and the Developer has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Municipality in either case other than those in this Contract.

- 4 -

REGISTRATION

12. This Agreement shall be construed as running with the Land and shall be registered in the Land Registry Office, Kamloops, British Columbia, by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

INTERPRETATION

13. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

BINDING

14. Except as hereinafter provided, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

DISCHARGE

15. It is further understood and agreed by the parties hereto that in the event the subdivision herein provided at any future date conforms to all District by-laws and all services deemed necessary by the District are provided to the subdivided lands, this Contract shall be discharged by the Municipality by the registration in Land Registry Office at Kamloops of a Quit Claim Deed referring to the registration of this Contract.

THIS AGREEMENT WAS APPROVED by an affirmative vote of at least two-thirds of all the members of the Council of the Municipality present at the meeting at which the vote is taken and entitled to vote on the by-law authorizing this Contract on the ~~24th~~ day of *July*..., A.D. 1977.

IN WITNESS WHEREOF the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF THE DISTRICT OF SALMON ARM was hereunto affixed in the presence of:

Margaret Lund

Mayor

(seal)

[Signature]

Clerk

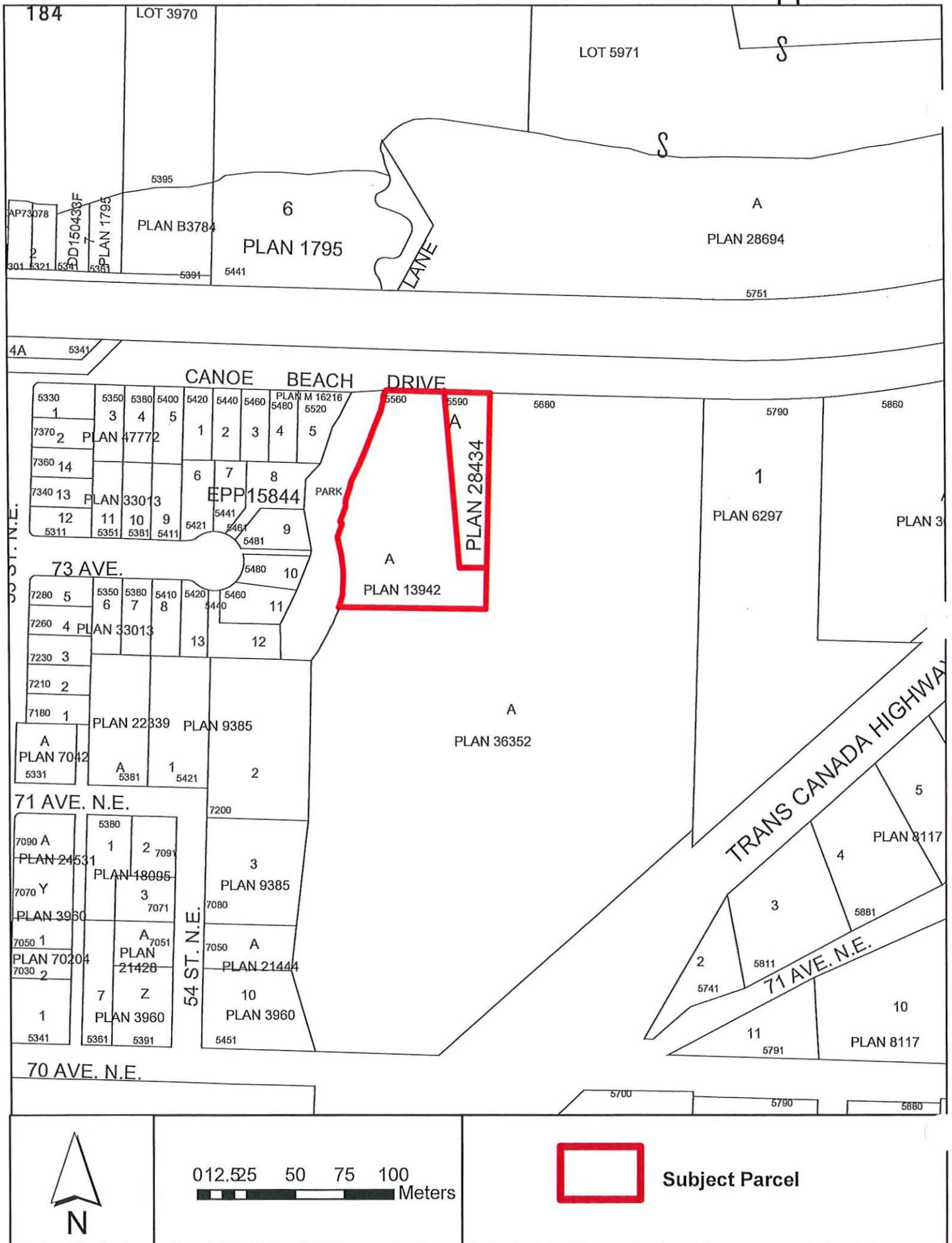
Ralph Edmund Lund

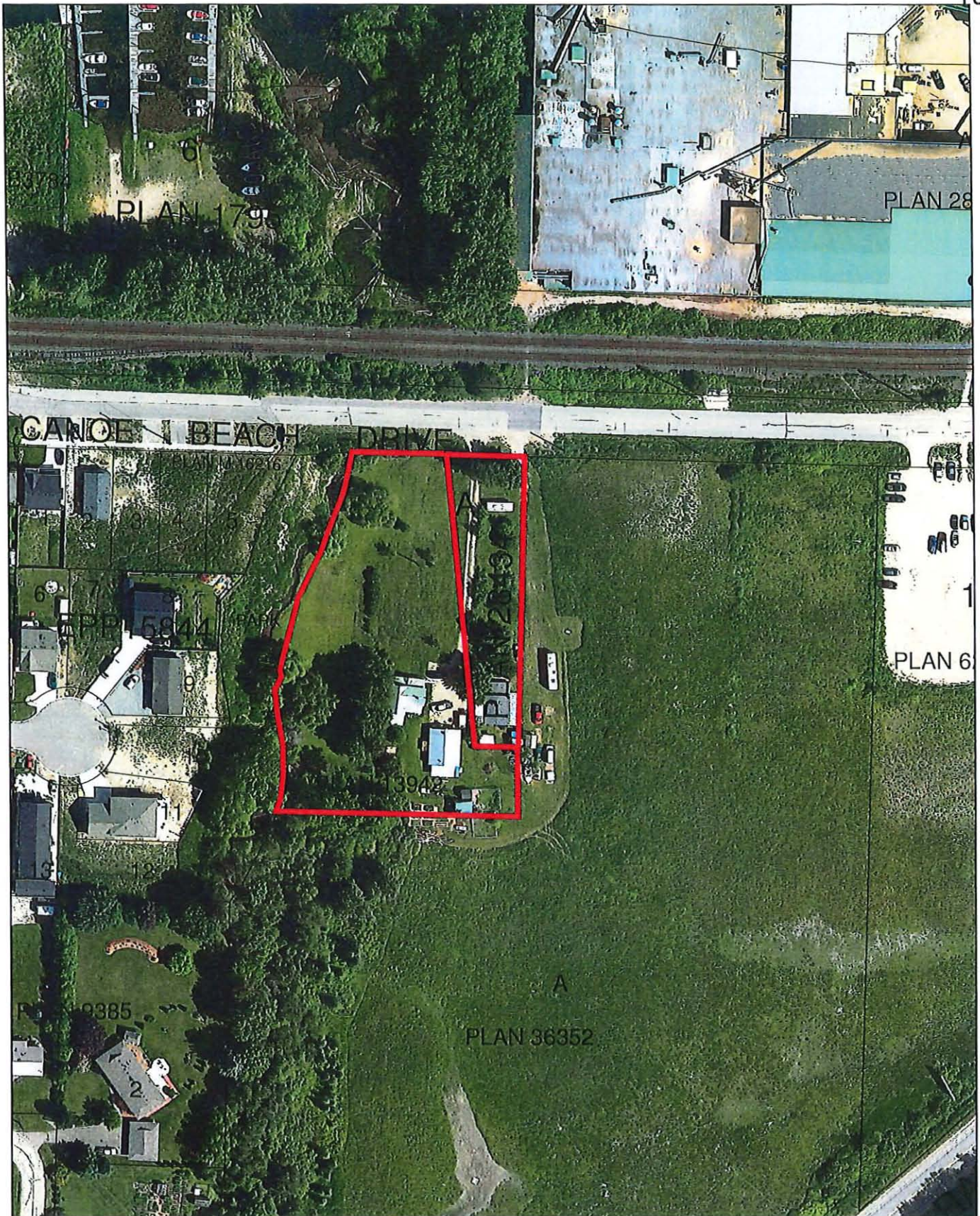
RALPH EDMUND LUND

APPROVED UNDER THE CONTROLLED
ACCESS HIGHWAYS ACT THIS *24*
DAY OF *August* 1977

[Signature]

APPROVING OFFICER, MINISTRY OF
HIGHWAYS & PUBLIC WORKS

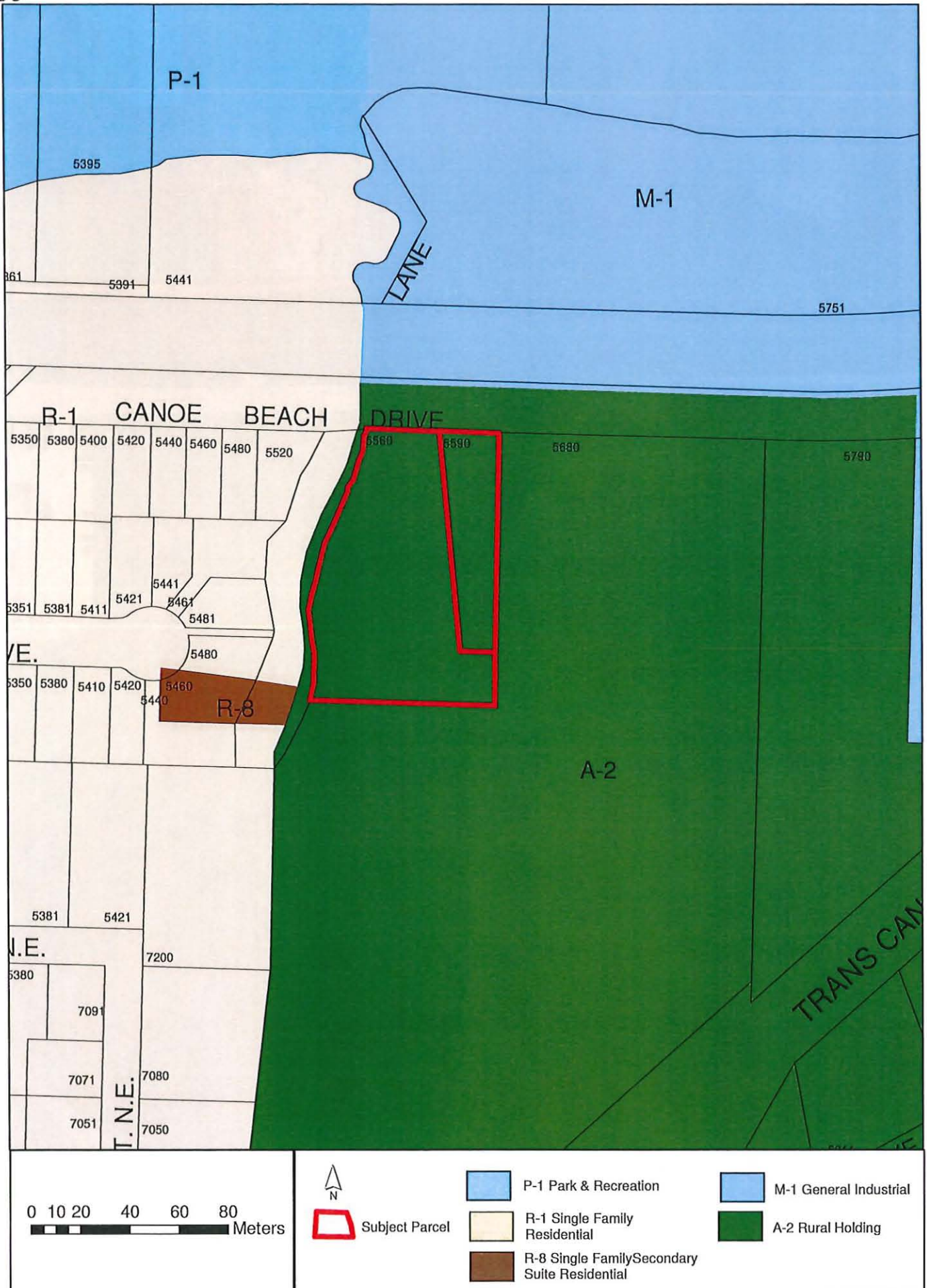




0 15 30 60 90 120 Meters



Subject Parcel



Item 24.1

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: the bylaw entitled City of Salmon Arm Zoning Amendment Bylaw No. 4398 be read a third and final time.

[ZON-1177; Wood Creek Construction Ltd./Zimmerman, V; 1181 17 Avenue SE; R1 to R-8]

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

CITY OF SALMON ARM

BYLAW NO. 4398

A bylaw to amend "District of Salmon Arm Zoning Bylaw No. 2303"

WHEREAS notice of a Public Hearing to be held by the Council of the City of Salmon Arm by electronic means as authorized by Ministerial Order M192, British Columbia, on _____, 2020 at the hour of 7:00 p.m. was published in the _____ and _____, 2020 issues of the Salmon Arm Observer;

AND WHEREAS the said Public Hearing was duly held at the time and place above mentioned;

NOW THEREFORE the Council of the City of Salmon Arm in open meeting assembled enacts as follows:

1. "District of Salmon Arm Zoning Bylaw No. 2303" is hereby amended as follows:

Rezone Lot 34, Section 12, Township 20, Range 10, W6M, KDYD, Plan EPP83069 from R-1 (Single Family Residential Zone) to R-8 (Residential Suite Zone), attached as Schedule "A".

2. SEVERABILITY

If any part, section, sub-section, clause of this bylaw for any reason is held to be invalid by the decisions of a Court of competent jurisdiction, the invalid portion shall be severed and the decisions that it is invalid shall not affect the validity of the remaining portions of this bylaw.

3. ENACTMENT

Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto as amended, revised, consolidated or replaced from time to time.

4. EFFECTIVE DATE

This bylaw shall come into full force and effect upon adoption of same.

5. CITATION

This bylaw may be cited as "City of Salmon Arm Zoning Amendment Bylaw No. 4398"

READ A FIRST TIME THIS 13 DAY OF July 2020

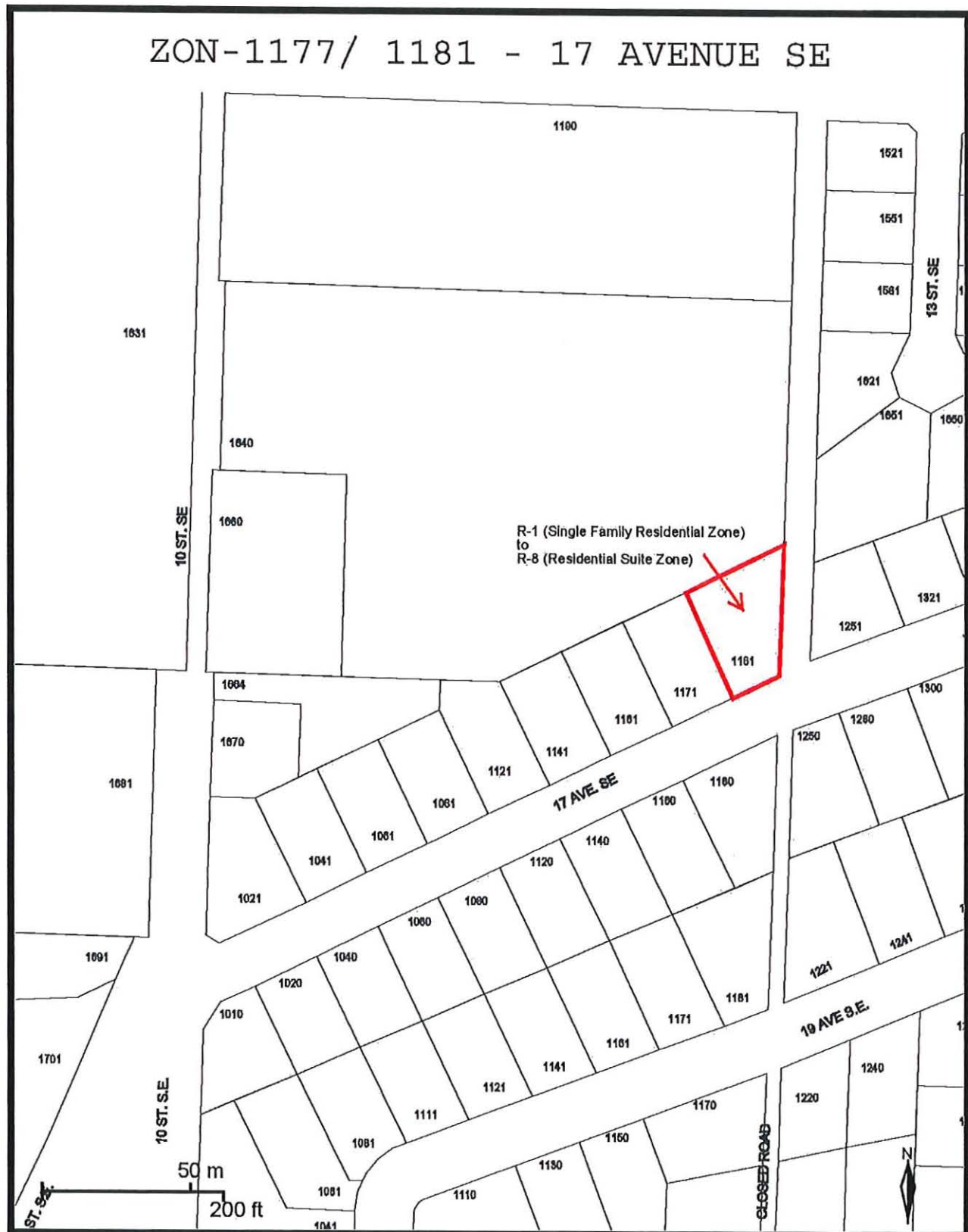
READ A SECOND TIME THIS 13 DAY OF July 2020

READ A THIRD TIME THIS DAY OF 2020

ADOPTED BY COUNCIL THIS DAY OF 2020

MAYOR

CORPORATE OFFICER



Item 24.2

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor

Seconded: Councillor

THAT: the bylaw entitled City of Salmon Arm Land Use Contract Termination Bylaw No. 4400 be read a third and final time.

[LUC M61302; M17793 and M66216]

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

CITY OF SALMON ARM

BYLAW NO. 4400

A bylaw to terminate Land Use Contracts in the City of Salmon Arm

WHEREAS the City of Salmon Arm pursuant to the Local Government Act may terminate a land use contract that is entered into and registered in a land title office subject to the terms and conditions therein set out;

AND WHEREAS mandatory notice required under section 466(5) of the Local Government Act for a Public Hearing to be held by the Council of the City of Salmon Arm in the Council Chambers at City Hall, 500 – 2 Avenue NE, Salmon Arm, British Columbia, on , 2020 at the hour of 7:00 p.m. and was published in the and , 2020 issues of the Salmon Arm Observer and delivered at least 10 days prior of all parcels, any part of which is subject to the land use contract that the bylaw will terminate or is within a distance specified by bylaw from that part of the area that is subject to that land use contract.;

AND WHEREAS the said Public Hearing was duly held at the time and place above mentioned;

NOW THEREFORE the Council of the City of Salmon Arm in open meeting assembled enacts as follows:

1. That "District of Salmon Arm Land Use Contract Bylaw No. 12, 1977", registered in the Kamloops Land Title Office under document number M61302 against title to the lands in the table below and further shown on Schedule 'A', is terminated:

PID	Legal Description	Civic Address
004-562-241	Lot 3, Section 24, Township 20, Range 10, W6M, KDYD, Plan 28370	1311 – 20 Street NE
004-562-224	Lot 2, Section 24, Township 20, Range 10, W6M, KDYD, Plan 28370	1331 – 20 Street NE
004-562-208	Lot 1, Section 24, Township 20, Range 10, W6M, KDYD, Plan 28370	1351 – 20 Street NE

2. That "District of Salmon Arm Land Use Contract Bylaw No. 1, 1977", registered in the Kamloops Land Title Office under document number M17793 against title to the lands in the table below and further shown on Schedule 'B', is terminated:

PID	Legal Description	Civic Address
003-512-223	Lot 2, Section 13, Township 20, Range 10, W6M, KDYD, Plan 32155	2450 – 10 Avenue (TCH) NE
024-233-536	Lot A, Section 13, Township 20, Range 10, W6M, KDYD, Plan KAP62641, Except Plan EPP6081	2600 – 10 Avenue (TCH) NE

004-659-848	Lot 5, Section 13, Township 20, Range 10, W6M, KDYD, Plan 27972, Except Plan KAP56352	631 – 24 Street NE
023-333-201	Lot 2, Section 13, Township 20, Range 10, W6M, KDYD, Plan KAP56352	620 – 24 Street NE
002-613-719	Strata Lot 1, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2207 – 5 Avenue NE
002-613-727	Strata Lot 2, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2213 – 5 Avenue NE
002-613-751	Strata Lot 3, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2221 – 5 Avenue NE
002-613-760	Strata Lot 4, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2229 – 5 Avenue NE
002-613-778	Strata Lot 5, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2299 – 5 Avenue NE
002-613-786	Strata Lot 6, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2291 – 5 Avenue NE
002-613-794	Strata Lot 7, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2285 – 5 Avenue NE
002-613-808	Strata Lot 8, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2277 – 5 Avenue NE
002-613-816	Strata Lot 9, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2235 – 5 Avenue NE
002-613-832	Strata Lot 10, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2241 – 5 Avenue NE
002-613-841	Strata Lot 11, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2249 – 5 Avenue NE
002-613-859	Strata Lot 12, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2255 – 5 Avenue NE
002-613-867	Strata Lot 13, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2263 – 5 Avenue NE
002-613-875	Strata Lot 14, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	2269 – 5 Avenue NE
002-613-883	Strata Lot 15, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	523 – 24 Street NE
002-613-891	Strata Lot 16, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	519 – 24 Street NE
002-613-913	Strata Lot 17, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	515 – 24 Street NE
002-613-921	Strata Lot 18, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	511 – 24 Street NE
002-613-930	Strata Lot 19, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	507 – 24 Street NE
002-613-948	Strata Lot 20, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	503 – 24 Street NE
002-613-956	Strata Lot 21, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	527 – 24 Street NE
002-613-972	Strata Lot 22, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	531 – 24 Street NE
002-613-981	Strata Lot 23 Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	535 – 24 Street NE

002-613-999	Strata Lot 24, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	539 – 24 Street NE
001-834-631	Strata Lot 25, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	543 – 24 Street NE
002-614-014	Strata Lot 26, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	547 – 24 Street NE
002-614-022	Strata Lot 27, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	579 – 24 Street NE
002-614-057	Strata Lot 28, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	583 – 24 Street NE
002-614-081	Strata Lot 29, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	587 – 24 Street NE
002-614-103	Strata Lot 30, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	591 – 24 Street NE
002-614-111	Strata Lot 31, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	595 – 24 Street NE
002-614-120	Strata Lot 32, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	599 – 24 Street NE
002-614-138	Strata Lot 33, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	555 – 24 Street NE
002-614-146	Strata Lot 34, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	559 – 24 Street NE
002-614-154	Strata Lot 35, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	563 – 24 Street NE
002-614-171	Strata Lot 36, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	567 – 24 Street NE
002-614-189	Strata Lot 37, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	571 – 24 Street NE
002-614-197	Strata Lot 38, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS171	575 – 24 Street NE
026-380-650	Strata Lot 1, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#1, 671 – 24 Street NE
026-380-668	Strata Lot 2, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#2, 671 – 24 Street NE
026-380-676	Strata Lot 3, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#3, 671 – 24 Street NE
026-380-684	Strata Lot 4, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#4, 671 – 24 Street NE
026-380-692	Strata Lot 5, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#17, 671 – 24 Street NE
026-380-706	Strata Lot 6, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#18, 671 – 24 Street NE
026-535-131	Strata Lot 7, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#5, 671 – 24 Street NE
026-535-149	Strata Lot 8, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#6, 671 – 24 Street NE
026-535-157	Strata Lot 9, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#7, 671 – 24 Street NE
026-535-165	Strata Lot 10, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#8, 671 – 24 Street NE

026-535-173	Strata Lot 11, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#15, 671 – 24 Street NE
026-535-181	Strata Lot 12, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#16, 671 – 24 Street NE
026-756-978	Strata Lot 13, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#14, 671 – 24 Street NE
026-756-986	Strata Lot 14, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#13, 671 – 24 Street NE
026-756-994	Strata Lot 15, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#12, 671 – 24 Street NE
026-757-001	Strata Lot 16, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#11, 671 – 24 Street NE
026-757-010	Strata Lot 17, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#10, 671 – 24 Street NE
026-757-028	Strata Lot 18, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS2857	#9, 671 – 24 Street NE
023-658-240	Strata Lot 1, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#1, 660 – 24 Street NE
023-658-258	Strata Lot 2, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#2, 660 – 24 Street NE
023-658-266	Strata Lot 3, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#3, 660 – 24 Street NE
023-658-274	Strata Lot 4, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#4, 660 – 24 Street NE
023-868-066	Strata Lot 5, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#5, 660 – 24 Street NE
023-868-091	Strata Lot 6, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#6, 660 – 24 Street NE
023-868-112	Strata Lot 7, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#7, 660 – 24 Street NE
023-868-121	Strata Lot 8, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#8, 660 – 24 Street NE
023-869-267	Strata Lot 9, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#9, 660 – 24 Street NE
023-869-275	Strata Lot 10, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#10, 660 – 24 Street NE
023-869-283	Strata Lot 11, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#11, 660 – 24 Street NE
023-869-291	Strata Lot 12, Section 13, Township 20, Range 10, W6M, KDYD, Strata Plan KAS1851	#12, 660 – 24 Street NE

3. That "District of Salmon Arm Land Use Contract Bylaw No. 11, 1977", registered in the Kamloops Land Title Office under document number M66216 against title to the lands in the table below and further shown on Schedule 'C', is terminated:

PID	Legal Description	Civic Address
004-555-619	Lot A, Section 5, Township 21, Range 9, W6M, KDYD, Plan 28434	5590 Canoe Beach Drive NE
009-149-856	Lot A, Section 5, Township 21, Range 9, W6M, KDYD, Plan 13942, Except Plan 28434	5560 Canoe Beach Drive NE

4. The Mayor and Corporate Office are hereby authorized to execute any documents necessary to terminate, release and discharge the Land Use Contracts above mentioned.

5. SEVERABILITY

If any part, section, sub-section, clause of this bylaw for any reason is held to be invalid by the decisions of a Court of competent jurisdiction, the invalid portion shall be severed and the decisions that it is invalid shall not affect the validity of the remaining portions of this bylaw.

6. ENACTMENT

Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto as amended, revised, consolidated or replaced from time to time.

7. EFFECTIVE DATE

This bylaw shall come into full force and effective one year and one day from the date of adoption.

8. CITATION

This bylaw may be cited as "City of Salmon Arm Land Use Contract Termination Bylaw No. 4400"

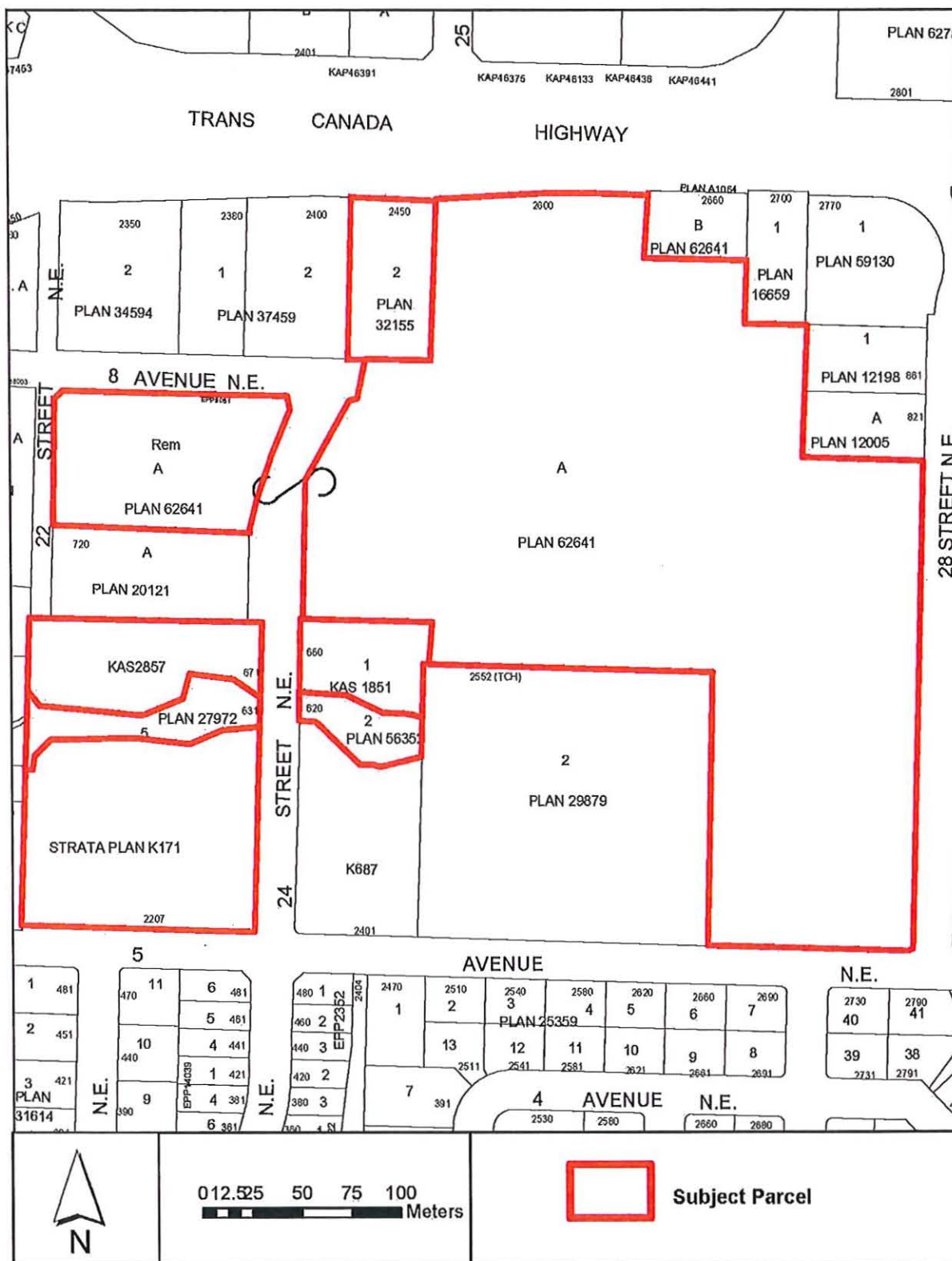
READ A FIRST TIME THIS	13	DAY OF	July	2020
READ A SECOND TIME THIS	13	DAY OF	July	2020
READ A THIRD TIME THIS		DAY OF		2020
ADOPTED BY COUNCIL THIS		DAY OF		2020

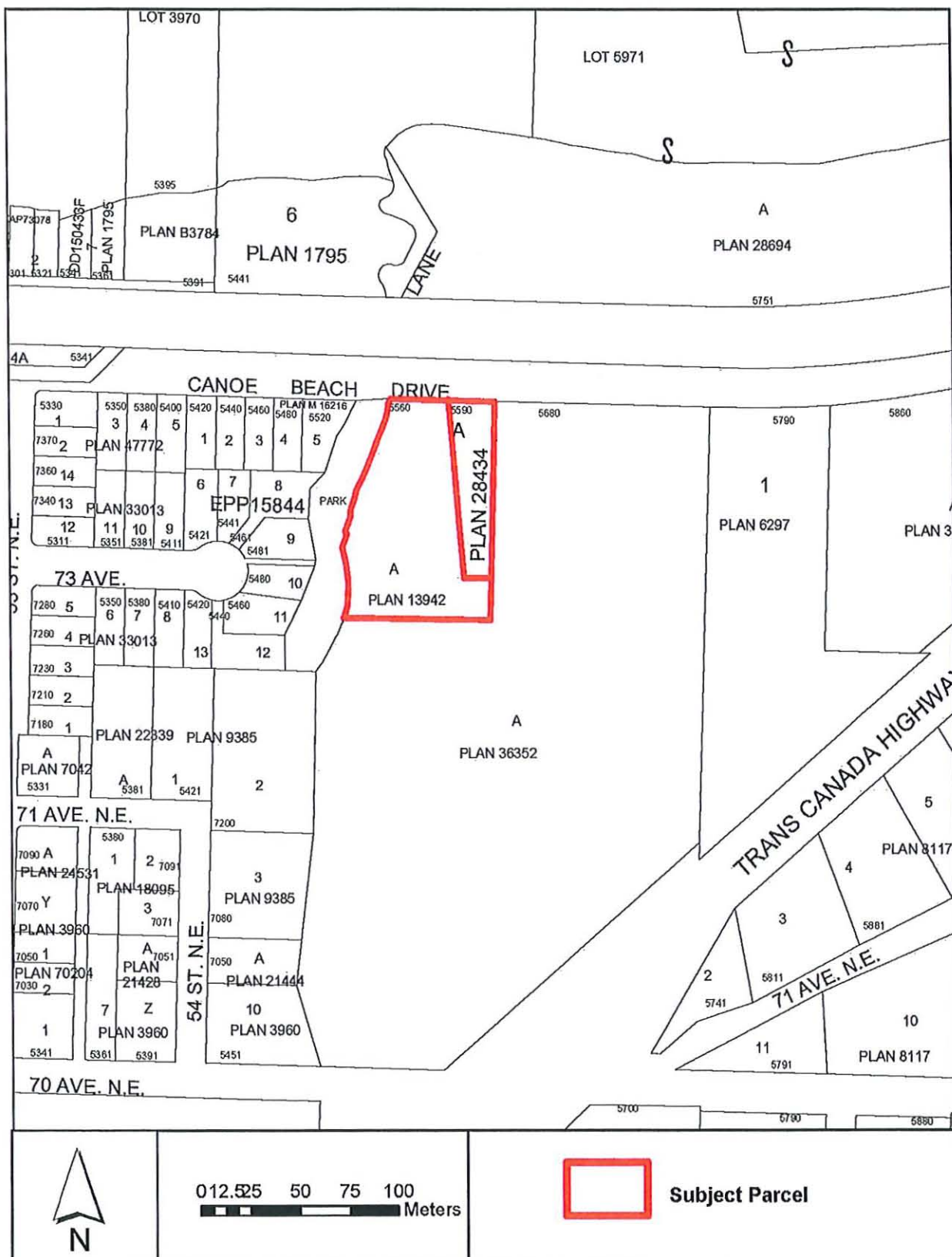
MAYOR

CORPORATE OFFICER

[illegible]

SCHEDULE "B"





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Item 26.

CITY OF SALMON ARM

Date: July 27, 2020

Moved: Councillor Eliason

Seconded: Councillor Lindgren

THAT: the Regular Council Meeting of July 27, 2020, be adjourned.

Vote Record

- ☐ Carried Unanimously
- ☐ Carried
- ☐ Defeated
- ☐ Defeated Unanimously

Opposed:

- ☐ Harrison
- ☐ Cannon
- ☐ Eliason
- ☐ Flynn
- ☐ Lavery
- ☐ Lindgren
- ☐ Wallace Richmond

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